Chairman
Daniel Cronin

District 1
Paul Fichtner
Donald Puchalski
Sam Tornatore

District 2
Elizabeth Chaplin
Peter DiCianni
Sean Noonan

District 3
Gary Grasso
Greg Hart
Brian Krajewski

District 4
Grant Eckhoff
Tim Elliott
Amy Grant

District 5
Janice Anderson
James Healy
Tonia Khouri

District 6
Robert Larsen
Kevin Wiley
James Zay

County Administrator - Thomas Cuculich

Deputy County Administrator - Sheryl Markay
1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. INVOCATION
   A. Pastor Dan Wegrzyn - St. John's Lutheran Church, Lombard

4. ROLL CALL

5. CHAIRMAN'S REPORT
   A. Brooks McCormick Foundation check presentation
   B. MarComm Award presentation

6. PUBLIC COMMENT

7. CONSENT ITEMS
   A. 2018-4 Approval of Committee Minutes: 1/16 - Economic Development, 1/23 - Finance, Technology, 2/6 - Animal Care & Control, Health & Human Services, Judicial/Public Safety, Public Works, Transportation
   B. Payment of Claims -- 2/9/18 Paylist
   C. Payment of Claims -- 2/13/18 Paylist
   D. Payment of Claims -- 2/16/18 Paylist
   E. Wire Transfers -- 2/8/18 Wire Transfer
   F. Wire Transfers -- 2/9/18 Wire Transfer
   G. Consent Item -- Treasurer's Report February 2018
   H. Consent Item -- Consent Agenda 2-27-18

8. COUNTY BOARD - ZAY
   Committee Update
   A. CB-R-0083-18 RESOLUTION -- Appointment of Matthew R. Rasche, Sr. to the DuPage County Board of Review

9. FINANCE - FICHTNER
   Committee Update
A. FI-R-0079-18 RESOLUTION -- Ratification of Decision in the Interest Arbitration between The County of DuPage, The DuPage County Sheriff and Metropolitan Alliance of Police (MAP), DuPage County Sheriff's Police Chapter 126

B. FI-R-0080-18 RESOLUTION -- Placing Names on Payroll

C. FI-R-0081-18 RESOLUTION -- Budget Transfers 2-27-18 Budget Transfers Various Companies and Accounting Units

D. Change Order -- FI-P-0318A-16 - Amendment to Resolution FI-P-0318-16 (Purchase Order 2130-1 SERV) issued to Mesirow Insurance Services, Inc., (Midwest Employers Casualty Co.) for Worker's Compensation Insurance for the period December 1, 2016 to December 1, 2018. This change order increases the contract $5,366.00, resulting in an amended contract total amount not to exceed to $451,464.00. (Purchase Order 2130-0001SERV)

E. Authorization for Overnight Travel -- Board of Review member to travel to Normal Illinois on March 19 through March 23, 2018 to attend the Illinois Property Assessment Institute 2018 Spring Conference for continuing education classes required for the Certified Illinois Assessing Official designation. Expenses to include lodging, mileage, and meals for an approximate total of $1,802.73

10. ANIMAL CARE & CONTROL - KRAJEWSKI

   Committee Update

   A. Authorization for Overnight Travel -- Animal Caretaker Travel for Training in Peoria, IL from March 22, 2018 - March 23, 2018. Expenses to include registration, lodging, mileage, tolls, and per diem for the approximate total of $569.95.

   B. Authorization for Overnight Travel -- Veterinary Technician Travel for Training in Peoria, IL from March 22, 2018 - March 23, 2018. Expenses to include registration, lodging, mileage, tolls, and per diem for the approximate total of $569.95.

11. ECONOMIC DEVELOPMENT - KHOURI

   Committee Update

   A. ED-R-0077-18 RESOLUTION -- Support of Partnerships Between DuPage Business & Educators and of College and Career Readiness Programs in DuPage County Schools

   B. ED-R-0078-18 RESOLUTION -- Amendment to the Agreement between the County of Dupage, Illinois and Western DuPage Chamber of Commerce for Professional Services Operating a One Stop American Job Center

12. HEALTH & HUMAN SERVICES - LARSEN

   Committee Update
A. HHS-R-0071-18 RESOLUTION -- Recommendation for Approval of a 3rd Modification to a HOME (HOME Investment Partnerships Act) Agreement for Project HM03-02 – Community Housing Advocacy and Development, Acquisition and Rehabilitation Activity - Shortening the Affordability Period to June 8, 2019 and to Allow Properties to be Permanently Rented.

B. HHS-R-0072-18 RESOLUTION -- Recommendation for Approval of an 11th Modification to an NSP (Neighborhood Stabilization Program) Agreement for Project NSP-08-03 – DuPage Housing Authority (DHA), Acquisition, Rehabilitation, and Resale Activity - Reactivating the Agreement to Allow for Eligible Reimbursements not to Exceed $13,869.10


D. HHS-R-0074-18 RESOLUTION -- Recommendation for Approval of a 3rd Modification to a CDBG (Community Development Block Grant) Agreement for Project CD15-23a – HOME DuPage, Homestead Closing Cost Assistance Program - 6 month Time Extension Request through September 30, 2018

E. HHS-R-0075-18 RESOLUTION -- Recommendation for Approval of a 5th Modification to a HOME (HOME Investments Partnership Program) Agreement for Project HM15-05 – Bridge Communities, Scattered Site Transitional Housing Rehab – 4th Time Extension Request through July 31, 2018.

F. HHS-P-0055-18 Recommendation for the approval of a contract purchase order to enter into a sub-grantee agreement with DuPage County Health Department for dental care to low income residents in DuPage County under the Community Services Block Grant for the period of January 1, 2018 through December 31, 2018, for a contract total amount of $77,000.00 Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b).

G. HHS-P-0056-18 Recommendation for the approval of a contract purchase order to enter into a sub-grantee contract with H.O.M.E. DuPage, Inc. to provide financial counseling and workshops to low income residents of DuPage County. This contract covers the period of January 1, 2018 to December 31, 2018, for a contract total amount not to exceed $43,885.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). Community Services Block Grant Funded.
H. HHS-P-0057-18 Recommendation for the approval of a contract purchase order to enter into a sub-grantee agreement with West Suburban Community Pantry to provide food, diapers, and car seats to low income residents of DuPage County, for the period of January 1, 2018 through December 31, 2018 for Community Services, for a contract total amount of $40,500.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). Community Services Block Grant Funded.

I. HHS-P-0058-18 Recommendation for the approval of a contract purchase order to enter into a sub-grantee agreement with Loaves and Fishes Community Services to provide food and infant care items to low income residents of DuPage County, for the period of January 1, 2018 through December 31, 2018 for Community Services, for a contract total amount of $40,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). Community Services Block Grant Funded.

J. HHS-P-0059-18 Recommendation for the approval of a contract purchase order to enter into a sub-grantee agreement with Catholic Charities to assist 80 homeless residents with temporary housing and case management services under the Community Services Block Grant for the period of January 1, 2018 through December 31, 2018, for a total amount not to exceed $50,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). (Community Services Block Grant Funded)

K. HHS-P-0060-18 Recommendation for the approval of a contract purchase order to enter into a sub-grantee agreement with People's Resource Center to provide food to low income residents of DuPage County under the Community Services Block Grant for the period of January 1, 2018 through December 31, 2018, for a total amount not to exceed $30,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). (Community Services Block Grant Funded)

L. HHS-P-0061-18 Recommendation for the approval of a contract purchase order to enter into a sub-grantee agreement with Outreach Community Services to provide case management, counseling, job skill training and experience, work readiness training, and GED assistance to low income youth residing in DuPage County under the Community Services Block Grant for the period of January 1, 2018 through December 31, 2018, for a total amount of $70,000.00 Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). (Community Services Block Grant Funded)
M. HHS-P-0062-18 Recommendation for the approval of a contract purchase order to enter into a sub-grantee agreement with 360 Youth Services to provide case management, job coaching/preparedness, and GED coaching to homeless youth in DuPage County under the Community Services Block Grant for the period of January 1, 2018 through December 31, 2018, for a total amount not to exceed $28,749.00 Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). (Community Services Block Grant Funded)

N. Authorization for Overnight Travel -- Community Services Administrator to attend the 2018 Illinois Association of Community Action Agencies (IACAA) Annual Learning Conference in Springfield, Illinois, from May 6, 2018 through May 8, 2018. Expenses to include registration, lodging, miscellaneous (parking, mileage, etc.), and per diem for approximate total of $1,013.94. Community Services Block Grant (CSBG) grant funded.

13. JUDICIAL/PUBLIC SAFETY - ECKHOFF

Committee Update

A. JPS-P-0052-18 Recommendation for the approval of a contract purchase order to Aramark Correctional Services, LLC, to provide inmate and officer meals in the Jail. This contract covers the period March 1, 2018 through February 28, 2019 for a contract total amount not to exceed $646,936.95, other than lowest responsible bid 17-194-GV.

B. JPS-P-0053-18 Recommendation for the payment of invoice 141928 to Business IT Source for IBM software subscription and renewal support. This contract covers the period of April 1, 2018 through March 31, 2019 for the Circuit Court Clerk, for a contract total no to exceed $83,896.91, per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids.

C. JPS-P-0054-18 Recommendation for the approval of a contract purchase order to Dr. Lesley Kane to provide and complete comprehensive evaluation of offenders that are referred by the court, for Probation & Court Services. The hourly rate for this contract is $50.00 per hour, for the period March 15, 2018 through March 14, 2019, for a contract total not to exceed $95,000.00. Other Professional Services not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section2-300.4-108 (1) (b).

14. PUBLIC WORKS - HEALY

Committee Update

A. PW-R-0076-18 RESOLUTION -- Approval of Agreement and Release between the County of DuPage, Illinois and Dixon Engineering, Inc. for the final resolution of warranty claims relating to the Rosewood Water Tower Rehabilitation Work
B. Authorization to Travel -- Request for three (3) Public Works staff one (1) Water Operator and two (2) Wastewater Operators to travel to Springfield, Illinois on March 20-21, 2018 to attend the WATERCON 2018 Conference. The Conference covers potable water, wastewater, and stormwater issues, along with several technical presentations and numerous exhibits. Expenses to include: registration, lodging, meals, and gas for an approximate overall cost of $1,620.00

15. TECHNOLOGY - WILEY

Committee Update

A. TE-R-0084-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the Village of Carol Stream for Information Technology server co-location.

16. TRANSPORTATION - PUCHALSKI

Committee Update

A. DT-R-0057-18 RESOLUTION -- Agreement between the County of DuPage and Oxcart Permit Systems, LLC, for Professional Overweight/Over Dimension Permitting Services, as needed for the Division of Transportation (No County cost)

B. DT-P-0034-18 Recommendation for the approval of a contract purchase order to Buchanan Energy (N), LLC, to furnish and deliver gasoline and diesel fuel, as needed for the Division of Transportation, Public Works and Facilities Management, for the period April 1, 2018 and March 31, 2019, for a contract total not to exceed $1,347,400.00 (Division of Transportation - $800,000.00/ Public Works - $475,000.00/ Facilities Management - $72,400.00); Per renewal option under bid award 16-043-BF, second of three options to renew

C. DT-P-0043-18 Recommendation for the approval of a contract purchase order to Rush Truck Centers of Illinois, Inc., d/b/a Rush Truck Center, Chicago, to furnish and deliver four (4) tandem axle six-wheelers with snow and ice equipment for the Division of Transportation, for a contract total not to exceed $712,728.00; Per lowest responsible bid 18-003-LG

D. DT-P-0045-18 Recommendation for the approval of a contract purchase order to Monroe Truck Equipment, Inc., to furnish and deliver one (1) asphalt recycler patch cart for the Division of Transportation, for a contract total not to exceed $28,727.00; Per lowest responsible bid 18-023-BF

17. DISCUSSION

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

18. UNFINISHED BUSINESS

19. NEW BUSINESS
20. EXECUTIVE SESSION
   A. Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (11) - Pending Litigation
   B. Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (2) - Collective Negotiating Matters

21. MEETING ADJOURNED
   A. This Meeting is adjourned to Tuesday, March 13, 2018 at 10:00 a.m.
Bank Account Payment History

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Job Name: PMTHISTORY
Step Nbr: 1

Pay Group: 1000
Cash Code: 1414

Class C Accounts Payable

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- **Bank:** 071923909
- **Payment Date Range:** 02/09/18 thru 02/09/18
- **Bank Account Payment History**
- **Payment Code:** CHK

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**Total Payment:** 20,025.93 USD
## Bank Account Payment History

**AP255 Date 02/09/18**

**Time 12:08**

**Pay Group 1000 GENERAL FUND PAY GROUP**

**USD**

**Bank Account Payment History**

**Payment Date Range 02/09/18 thru 02/09/18**

**Payment Currency USD**

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- ALPHAGRAPHICS
- ANDERSON INSURANCE BROKERS INC
- ANDERSON LOCK
- ARAMARK SERVICES INC
- ASHLAND DOOR SOLUTIONS LLC
- AWAAP USA LLC
## Bank Account Payment History

**AP255 Date 02/09/18**  
**Time 12:08**  
**Pay Group 1000 GENERAL FUND PAY GROUP**  
**USD**  
**Bank Account Payment History**  
**Payment Date Range 02/09/18 thru 02/09/18**  
**Payment Currency USD**  

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- **Payment Date:** 02/09/18
- **Vendor:** 10401
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- **Payment Total:** 166.77
- **Status:** Issued

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**Total Payments:**

- 1061174: $178.25
- 1061175: $1,002.40
- 1061176: $3,283.42
- 1061177: $30.00
- 1061178: $48.00
- 1061179: $4,130.05
- 1061180: $610.00
- 1061181: $349.80
- 1061182: $6,221.00
- 1061183: $71.98
- 1061184: $29.48

**Total:** $9,703.08
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**AP255 Date 02/09/18**

**Time 12:09**

**Cash Code 1414**

**Bank 071923909**

**Payment Date Range 02/09/18 thru 02/09/18**

**Payment Currency USD**

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**Auth PL**

**Due Date**

**Dsc Date**

**Scheduled Amount**

**Discount Amount**

**Net Payment Amount**

**Status Issued**
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**Packet Pg. 21**

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**Time** 12:09  
**Cash Code** 1414  
**Bank** 071923909  

**Payment Date Range** 02/09/18 thru 02/09/18  
**Payment Currency** USD  
**Payment Code** CHK

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**Pay Group 1000 USD Total** 198,273.01  
**Payment Count** 100
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Job Name: PMTHISTORY
Step Nbr: 2

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**Bank Account Payment History**

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Payment Date Range 02/09/18 thru 02/09/18

Cash Code 1414

Bank 071923909

Payment Code CHK

Payment Currency USD

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**Bank 071923909**  
**Payment Code CHK**  
**Payment Date Range 02/09/18 thru 02/09/18**  
**Payment Currency USD**

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** *** Pay Group 1100 USD Total 7,844.12
Payment Count 45

Payment Count 45

Payment Count 45
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Job Name: PMTHISTORY
Step Nbr: 3

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

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AP255 Date 02/09/18
Time 12:10

Bank Account Payment History

Payment Date Range 02/09/18 thru 02/09/18
Payment Currency USD
## Bank Account Payment History

**AP255** Date 02/09/18  
**Time 12:10**  
**Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD**  
**Bank Account Payment History**  
**Payment Date Range 02/09/18 thru 02/09/18**  
**Payment Currency USD**

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**Net Payment Amount** 19,697.82

**Payment Code CHK Total** 75,464.24  
**Payment Count** 30

**Cash Code 1414 Total** 76,214.42  
**Payment Count** 32

**Pay Group 1200 USD Total** 76,214.42  
**Payment Count** 32
Pay Group: 1300
Cash Code: 1414

Class C Accounts Payable

Payment Date: 020918 - 020918
Payment Numbers: -
Payment Code: 7.B.a
**Bank Account Payment History**

AP255 Date 02/09/18  
Time 12:11  
Pay Group 1300 PUBLIC SAFETY PAY GROUP  
USD  

Payment Date Range 02/09/18 thru 02/09/18  
Payment Currency USD  

Cash Code 1414  
Bank 071923909  
Payment Code CHK  

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Bank Account Payment History

AP255 Date: 02/09/18           JOB SUBMISSION PARAMETERS
Time: 12:11

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 5

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

Payment Date: 020918 - 020918
Payment Numbers: -
Payment Code: 7.B.a

Packet Pg. 39
Attachment: 02-09-18 - Paylist (17-18-314 : 2/9/18 Paylist)
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**Payment Code CHK Total**

- Payment Count: 7

**Cash Code 1414 Total**

- Payment Count: 7

**Pay Group 1400 USD Total**

- Payment Count: 7

Total Payments: 38,960.93 USD
Bank Account Payment History

AP255 Date: 02/09/18           JOB SUBMISSION PARAMETERS
Time: 12:11

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 6

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

Payment Date: 020918 - 020918
Payment Numbers:
Payment Code:
## Bank Account Payment History

**AP255 Date 02/09/18**

- **Payment Group**: 1500 HWY STREETS & BRIDGES PAY GRP
- **USD**

**Bank Account Payment History**

- **Bank**: 071923909
- **Payment Code**: ACH

**Payment Date Range**: 02/09/18 thru 02/09/18

**Payment Currency**: USD

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**Attachment: 02-09-18 - Paylist (17-18-314 : 2/9/18 Paylist)**
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**AP255 Date 02/09/18**

**Time 12:11**

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**Cash Code 1414**

**Bank 071923909**

**Payment Code CHK**

**Payment Date Range**

**02/09/18 thru 02/09/18**

**Payment Currency USD**

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**Invoice**

**Voucher**

**Auth PL**

**Due Date**

**Dsc Date**

**Scheduled Amount**

**Discount Amount**

**Net Payment Amount**

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167.00

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468.16

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60.03

120.06

55,503.30

2,836.00

43.50

116.00

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**Payment Total**

1,519.39

250.00

13.21

167.00

3,450.00

468.16

3,500.00

60.03

120.06

55,503.30

2,836.00

43.50

116.00

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**Net Payment**

1,519.39

250.00

13.21

167.00

3,450.00

468.16

3,500.00

60.03

120.06

55,503.30

2,836.00

43.50

116.00

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**Attachment: 02-09-18 - Paylist (17-18-314 : 2/9/18 Paylist)**
## Bank Account Payment History

**AP255 Date 02/09/18**  
**Time 12:11**  
**Cash Code 1414**  
**Bank 071923909**  
**Payment Code CHK**

**Payment Date Range 02/09/18 thru 02/09/18**  
**Payment Currency USD**

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Issued

**Packet Pg. 44**

**Attachment: 02-09-18 - Paylist (17-18-314 : 2/9/18 Paylist)**
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Job Name: PMTHISTORY
Step Nbr: 7

Pay Group: 1600
Cash Code: 1414

Class C Accounts Payable

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**AP255 Date 02/09/18**  
**Time 12:12**  
**Pay Group 1600 CONSERV & RECREATION PAY GROUP USD**  
**Bank Account Payment History**  
**Payment Date Range 02/09/18 thru 02/09/18**  
**Payment Currency USD**  
**Cash Code 1414**  
**Bank 071923909**  

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Time: 12:12

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Job Name: PMTHISTORY
Step Nbr: 8

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Class C Accounts Payable

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Step Nbr: 9

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

Payment Date: 020918 - 020918
Payment Numbers: -
Payment Code:
Bank Account Payment History

**AP255 Date 02/09/18**
**Time 12:13**

**Cash Code 1414**
**Bank 071923909**

**Payment Date Range** 02/09/18 thru 02/09/18

**Payment Code** ACH

**Payment Code ACH Total Payment Count** 11

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Attachment: 02-09-18 - Paylist (17-18-314 : 2/9/18 Paylist)
## Bank Account Payment History

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**Time 12:13**
**Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD**

**Payment Date Range 02/09/18 thru 02/09/18**
**Payment Currency USD**

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**Packet Pg. 59**

Attachment: 02-09-18 - Paylist (17-18-314 : 2/9/18 Paylist)
# Bank Account Payment History

**AP255 Date 02/09/18**  
**Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD**  
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**Bank 071923909**  
**Payment Date Range 02/09/18 thru 02/09/18**  
**Payment Code CHK**

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Payment Currency: USD

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- Payment Count: 33

**Cash Code 1414 Total**
- Total: 230,053.13
- Payment Count: 44

**Pay Group 5000 USD Total**
- Total: 230,053.13
- Payment Count: 44

*** Payment Code CHK Total: 181,106.51***
*** Cash Code 1414 Total: 230,053.13***
*** Pay Group 5000 USD Total: 230,053.13***

Packet Pg. 62
Bank Account Payment History

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 10

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

Payment Date: 020918 - 020918
Payment Numbers: -
Payment Code: 7.B.a
## Bank Account Payment History

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- **Date:** 02/09/18
- **Pay Group:** 6000 CAPITAL PROJECTS PAY GROUP
- **Payment Date Range:** 02/09/18 thru 02/09/18
- **Payment Currency:** USD
- **Cash Code:** 1414
- **Bank:** 071923909
- **Payment Code:** CHK

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- Pay Group 6000 USD Total: 1,415,521.40

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Bank Account Payment History

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Step Nbr: 1

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Payment Date: 021318 - 021318
Payment Numbers: -
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## Bank Account Payment History

**Payment Date Range:** 02/13/18 thru 02/13/18  
**Payment Currency:** USD

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**Status:** Issued

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**Vendor:** GRAYBAR  
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**Vendor:** HEWLETT PACKARD ENTERPRISE CO  
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**USD**  
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**Payment Currency USD**  

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**AP255** Date 02/13/18  
**Time** 11:14

**Pay Group** 1000 GENERAL FUND PAY GROUP  
**USD**

**Bank Account Payment History**

**Cash Code** 1414  
**Bank** 071923909

**Payment Date Range** 02/13/18 thru 02/13/18  
**Payment Currency** USD

**Payment Code** CHK

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**Payment Count** 94

**Pay Group 1000 USD Total**  
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**Time 11:14**  
**Payment Date Range 02/13/18 thru 02/13/18**  
**Payment Code CHK**  
**Payment Currency USD**  
**Cash Code 1414**  
**Bank 071923909**  
**Pay Group 1100 GENERAL GOVERNMENT PAY GROUP**  

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**User Name:** DP\ERP.FNMAW  
**Job Name:** PMTHISTORY  
**Step Nbr:** 5  

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## Bank Account Payment History

**AP255** Date 02/13/18  
**Time 11:15**

**Pay Group** 1400 JUDICIAL PAY GROUP  
**USD**

**Cash Code** 1414  
**Bank** 071923909

**Payment Date Range** 02/13/18 thru 02/13/18  
**Payment Currency** USD

### Payment History

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**Payment Count** 6

**Total Cash Code 1414** 6,728.86  
**Payment Count** 6

**Total Pay Group 1400 USD** 6,728.86  
**Payment Count** 6
Bank Account Payment History

User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 6

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

Payment Date: 021318 – 021318
Payment Numbers: -
Payment Code: 7.C.a
### Bank Account Payment History

**AP255 Date 02/13/18**

**Time 11:15**

**Payment Date Range** 02/13/18 thru 02/13/18

**Cash Code** 1414  **Bank** 071923909

**Payment Code** ACH

**Payment Currency** USD

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**Payment Number** 10796 18868-5 WO3

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**Payment Count** 1

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## Bank Account Payment History

**AP255 Date 02/13/18**  
**Time 11:15**  
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**USD**  
**Cash Code 1414**  
**Bank 071923909**  
**Bank Account Payment History**

**Payment Date Range** 02/13/18 thru 02/13/18  
**Payment Currency** USD

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**Payment Code CHK Total** 23,984.91  
**Payment Count** 8

**Cash Code 1414 Total** 47,924.49  
**Payment Count** 9

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**Bank Account Payment History**

**AP255 Date 02/13/18**
**Time 11:15**

**Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD**

**Packet Pg. 86**
Attachment: 02-13-18 - Paylist (17-18-315 : 2/13/18 Paylist)
Bank Account Payment History

User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 7

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

Payment Date: 021318 - 021318
Payment Numbers: -
Payment Code: 7.C.a
## Bank Account Payment History

**AP255 Date 02/13/18**  
**Time 11:15**  
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**Payment Date Range 02/13/18 thru 02/13/18**  
**Payment Currency USD**

**Cash Code 1414**  
**Bank 071923909**  
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**Vendor 10277 IAFSM**  
**Status Issued**

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**Vendor 11932 NCL OF WISCONSIN INC**  
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**Cash Code 1414 Total**

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**Attachment: 02-13-18 - Paylist (17-18-315 : 2/13/18 Paylist)**
Pay Group: 2000
Cash Code: 1414

Class C Accounts Payable

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Payment Code: 7.C.a
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**Payment Code CHK Total**

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**Cash Code 1414 Total**

| 91,100.82 |

**Cash Code 1414 Total**

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AP255 Date: 02/13/18
Time: 11:16

User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 9

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

Payment Date: 021318 – 021318
Payment Numbers: -
Payment Code: 7.C.a

Packet Pg. 93
Attachment: 02-13-18 - Paylist (17-18-315 : 2/13/18 Paylist)
## Bank Account Payment History

**AP255 Date 02/13/18**  
**Time 11:16**  
**Payment Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD**  
**Bank Account Payment History**  
**Cash Code 1414**  
**Bank 071923909**  
**Payment Date Range 02/13/18 thru 02/13/18**  
**Payment Currency USD**

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**Payment Code ACH**

**Payment Count 11**

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**Attachment: 02-13-18 - Paylist**

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**Packet Pg. 94**
### Bank Account Payment History

#### AP255 Date 02/13/18
**Time 11:16**

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- **Cash Code 1414**
- **Bank 071923909**

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**Time 11:17**

**Payment Date Range**: 02/13/18 thru 02/13/18

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**Packet Pg. 98**

**Attachment**: 02-13-18 - Paylist (17-18-315 : 2/13/18 Paylist)
Bank Account Payment History

AP255 Date: 02/16/18
Time: 14:38

User Name: DP\ERP.FNCYW
Job Name: AP255-1000
Step Nbr: 1

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

Payment Date: 021618 - 021618
Payment Numbers: -
Payment Code: 7.D.a
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**Payment Currency:** USD

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**Payment Code:** CHK

**Cash Code:** 1414

**Bank:** 071923909

**Payment Date Range:** 02/16/18 thru 02/16/18

**Payment Currency:** USD

**AP255 Date:** 02/16/18

**Time:** 14:40
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**AP255 Date 02/16/18**  
**Time 14:40**  
**Pay Group 1000 GENERAL FUND PAY GROUP**  
**USD**

**Cash Code** 1414  
**Bank** 071923909

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**Payment Account History**

**Payment Date Range** 02/16/18 thru 02/16/18

**Payment Currency** USD

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Payment Currency: USD

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Net Payment Amount: 10.00

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Net Payment Amount: 1,823.00

Vendor: SIDDIQA, ASRA
Status: Issued
Payment Total: 120.00
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Status: Issued
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Status: Issued
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Status: Issued
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Status: Issued
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Status: Issued
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Status: Issued
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### Bank Account Payment History

- **AP255** Date: 02/16/18
- **Time:** 14:40
- **Cash Code:** 1414
- **Bank:** 071923909
- **Payment Code:** CHK

#### Payment Date Range
02/16/18 thru 02/16/18

#### Payment Currency
USD

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- Payment Count: 91

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- Payment Count: 100

**Total Pay Group 1000 USD**
- Total: 279,833.22
- Payment Count: 100
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Job Name: PMTHISTORY
Step Nbr: 2

Pay Group: 1100
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Class C Accounts Payable

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**AP255** Date 02/16/18  
**Time** 11:38  
**Pay Group** 1100 GENERAL GOVERNMENT PAY GROUP  
**Bank Account Payment History**  
**Cash Code** 1414  
**Bank** 071923909  
**Payment Code** CHK

**Payment Date Range** 02/16/18 thru 02/16/18  
**Payment Currency** USD

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AP255 Date: 02/16/18    JOB SUBMISSION PARAMETERS
Time: 11:38

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 3

Pay Group: 1200
Cash Code: 1414        Class C Accounts Payable
Payment Date: 021618 - 021618
Payment Numbers: -
Payment Code: -

Attachment: 02-16-18 - Paylist (17-18-316 : 2/16/18 Paylist)
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**AP255** Date 02/16/18  
**Time** 11:39

**Payment Date Range** 02/16/18 thru 02/16/18  
**Payment Currency** USD

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- **Payment Count** 22

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- **Payment Count** 25

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**AP255** Date 02/16/18

**Time** 11:39

**Bank Account Payment History**

**Cash Code** 1414

**Bank** 071923909

**Payment Date Range** 02/16/18 thru 02/16/18

**Payment Currency** USD

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**Payment Count** 3

**Cash Code 1414 Total** 1,096.87

**Payment Count** 3

**Pay Group 1300 USD Total** 1,096.87

**Payment Count** 3

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User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 6

Pay Group: 1500
Cash Code: 1414

Class C Accounts Payable

Payment Date: 021618 - 021618
Payment Numbers: -
Payment Code:
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**Time**: 11:40

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**Payment Code**: ACH

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**Time 11:40**  

**Cash Code 1414 Bank 071923909**  
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User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 7

Pay Group: 1600
Cash Code: 1414

Class C Accounts Payable

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AP255 Date: 02/16/18          JOB SUBMISSION PARAMETERS
Time: 11:40

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 8

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

Payment Date: 021618 - 021618
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**Cash Code 1414 Total** 34,902.71 0.00 34,902.71

**Pay Group 2000 USD Total** 34,902.71 0.00 34,902.71
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User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
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Attachment: 02-16-18 - Paylist (17-18-316 : 2/16/18 Paylist)
### Bank Account Payment History

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**Time 11:41**  
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**Attachment: 02-16-18 - Paylist (17-18-316 : 2/16/18 Paylist)**
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<td>02/14/18</td>
<td>IX</td>
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<td>250.00</td>
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## Bank Account Payment History

**AP255** Date 02/16/18  
Time 11:42  
**Cash Code** 1414  
Bank 071923909  
**Payment Code** CHK  
**Payment Date Range** 02/16/18 thru 02/16/18  
**Payment Currency** USD  

<table>
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<tr>
<th>Payment Number</th>
<th>Vendor</th>
<th>Invoice</th>
<th>Voucher</th>
<th>Auth PL</th>
<th>Due Date</th>
<th>Dsc Date</th>
<th>Scheduled Amount</th>
<th>Discount Amount</th>
<th>Net Payment Amount</th>
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<td>25560</td>
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**Payment Count** 23  
**Payment Code CHK Total** 165,984.13  
**Payment Count** 31  
**Cash Code 1414 Total** 188,819.05  
**Payment Count** 31  
**Pay Group 5000 USD Total** 188,819.05
Bank Account Payment History

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 10

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

Payment Date: 021618 - 021618
Payment Numbers: -
Payment Code: 7.D.a
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**Total Payments**

- Payment Code CHK Total: 73,368.41
- Payment Count: 2
- Cash Code 1414 Total: 73,368.41
- Payment Count: 2
- Pay Group 6000 USD Total: 73,368.41
- Payment Count: 2
## Bank Account Payment History

**AP255 Date:** 02/08/18  
**Time:** 15:14  
**User Name:** DP\ERP.FNCYW  
**Job Name:** AP255-1100  
**Step Nbr:** 1

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<td>1100</td>
<td>3910</td>
<td>Class C Account</td>
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**Payment Date:** 020818 - 020818  
**Payment Numbers:** 20118 - 20118  
**Payment Code:** WTF  
Wire Transfer
### Payment Record

**Vendor**: CORVEL CORPORATION INC  
**Status**: Issued  
**Scheduled Amount**: $153,638.98  
**Discount Amount**: $0.00  
**Net Payment Amount**: $153,638.98

**Payment Number**: 20118  
**Payment Date**: 02/08/18  
**Due Date**: 03/03/18

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### Summary

**Payment Total**: $153,638.98  
**Discount Total**: $0.00  
**Net Payment Total**: $153,638.98

---

**Payment Count**: 1

---

**Pay Group**: 1100  
**Payment Currency**: USD

---

**Cash Code**: 3910  
**Bank**: 071000013  
**Payment Code**: WTF

---

**Attachment**: 02-08-18-1100-Wire Transfer (17-18-317 : 2/8/18 Wire Transfer)
User Name: DP\ERP.FNMAW
Job Name: AP255-1200
Step Nbr: 1

Pay Group: 1200
Cash Code: 3910
Class C Account

Payment Date: 020918 - 020918
Payment Numbers: 2012018 - 2012018
Payment Code: WTF
Wire Transfer
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<th>Auth PL</th>
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<th>Dsc Date</th>
<th>Scheduled Amount</th>
<th>Discount Amount</th>
<th>Net Payment Amount</th>
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</thead>
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<td>10794</td>
<td>100</td>
<td>02/01/18</td>
<td>02/01/18</td>
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<td>*** Payment Code WTF Total</td>
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<td>*** Pay Group 1200 USD Total</td>
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<td>6,473.00</td>
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MONTHLY REPORT of INVESTMENTS and DEPOSITS

February 2018

Report disclosing the investments and deposits of county moneys as of the first business day of February, 2018, published pursuant to the provisions of Illinois Compiled Statutes, Chapter 55, Section 5/3 - 11007. In accordance with the terms of the aforementioned statute, a copy of this report is transmitted to the County Board Chairman.

GWEN HENRY
DUPAGE COUNTY TREASURER
## DUPAGE COUNTY TREASURER
### INVESTMENT AND DEMAND DEPOSIT REPORT AS OF 01/31/2018

<table>
<thead>
<tr>
<th>Bank Name</th>
<th>Description</th>
<th>Balance 01/31/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oxford Bank &amp; Trust</td>
<td>Collector</td>
<td>33,760.46</td>
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<tr>
<td>First Eagle Bank</td>
<td>Collector</td>
<td>64,088.04</td>
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<tr>
<td>Parkway Bank</td>
<td>Collector</td>
<td>33,826.86</td>
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<tr>
<td>Harris Bank</td>
<td>Collector</td>
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<tr>
<td>Harris Bank</td>
<td>BMO Harris Lock Box</td>
<td>3,014,510.48</td>
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<tr>
<td>Providence Bank</td>
<td>Collector</td>
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<tr>
<td>Associated Bank, NA</td>
<td>Collector</td>
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<td>CIBC/The Private Bank</td>
<td>Collector</td>
<td>35,067.22</td>
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<tr>
<td>Fifth Third Bank</td>
<td>Collector</td>
<td>79,609.86</td>
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<tr>
<td>MB Financial Bank</td>
<td>Collector</td>
<td>46,399.88</td>
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<tr>
<td>Avenue Bank</td>
<td>Collector</td>
<td>59,773.86</td>
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<tr>
<td>Community Bank of Elmhurst</td>
<td>Collector</td>
<td>43,066.90</td>
</tr>
<tr>
<td>Itasca Bank &amp; Trust Co.</td>
<td>Collector</td>
<td>60,061.07</td>
</tr>
<tr>
<td>Republic Bank</td>
<td>Collector</td>
<td>47,772.14</td>
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<tr>
<td>Wheaton Bank &amp; Trust</td>
<td>Collector</td>
<td>(139,127.04)</td>
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<tr>
<td>First American Bank</td>
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<td>West Suburban Bank</td>
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<td>Old Second National Bank</td>
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<td>Hammi Bank / United Central</td>
<td>Collector</td>
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<td>Bridgview Bank &amp; Trust</td>
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<td>JPMorgan Chase Bank, N.A.</td>
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<td>5,639,977.85</td>
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<td>Hinsdale Bank &amp; Trust</td>
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<td>Austin Bank Of Chicago</td>
<td>Collector</td>
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<td>Lisle Savings Bank</td>
<td>Collector</td>
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<td>Busey Bank</td>
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<td>Royal Savings Bank</td>
<td>Collector</td>
<td>20,877.38</td>
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<tr>
<td>Inland Bank</td>
<td>Collector</td>
<td>43,564.27</td>
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<tr>
<td>Schaumburg Bank and Trust</td>
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<td>First Midwest Bank</td>
<td>Collector</td>
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<td>Grand Ridge/Winfield Community Bank</td>
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<td>FNBW</td>
<td>Collector</td>
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<tr>
<td>Lemont National Bank &amp; Trust Co.</td>
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<td>Leaders Bank</td>
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<tr>
<td><strong>Total Collector</strong></td>
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<td><strong>8,820,351.62</strong></td>
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### Class C / General Fund Accounts

| Fifth Third Bank                   | Class C Account    | 14,355,169.66     |
| MB Financial Bank                  | Class C Account    | 7,467,944.25      |
| JPMorgan Chase Bank                | Class C Account    | 15,400,234.84     |
| FNBW                               | Class C Account    | 329,488.74        |
| Fifth Third Bank                   | Class C Accounts Payable | 7,263,955.49  |
| MB Financial Bank                  | Payroll Account    | 3,856,022.69      |
| Fifth Third Bank                   | GO 2010 Bond - MMA| 1,159,447.65      |
| **Total Class C / General Fund**   |                    | **48,829,183.32** |
# DUPAGE COUNTY TREASURER

## INVESTMENT AND DEMAND DEPOSIT REPORT AS OF 01/31/2018

<table>
<thead>
<tr>
<th>Bank Name</th>
<th>Description</th>
<th>Balance 01/31/2018</th>
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</thead>
<tbody>
<tr>
<td>Debt Service</td>
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<td>US Bank</td>
<td>2006 Courthouse Bonds Debt Svc</td>
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<td>Employee Benefits</td>
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<tr>
<td>Itasca Bank &amp; Trust Co.</td>
<td>Employee Benefit Account</td>
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<td><strong>Total Employee Benefits</strong></td>
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<td>Class D</td>
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<tr>
<td>The Private Bank</td>
<td>Special Fund Account</td>
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<td>Wheaton Bank &amp; Trust</td>
<td>Class D Escrow</td>
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<td><strong>TOTAL DEMAND BALANCES</strong></td>
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<td><strong>TOTAL INVESTMENT BALANCES (1)</strong></td>
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<td><strong>TOTAL DEMAND AND INVESTMENT BALANCES</strong></td>
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(1) See Page 3 for details.
## DUPAGE COUNTY TREASURER
### INVESTMENT DETAIL REPORT AS OF 01/31/2018

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<tr>
<th>Bank Name</th>
<th>Security</th>
<th>Rate of Interest</th>
<th>Maturity Date</th>
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<tr>
<td>Municipal and Agency Bonds</td>
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<tr>
<td>William Blair/First Midwest Bank</td>
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<td>8/29/2018</td>
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<td>Dodge City's Bank of New York</td>
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<tr>
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<td>G.O. Bond Investment Pool</td>
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<tr>
<td>Associated Bank</td>
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<td>Total G.O. Bond Investment Pool</td>
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<tr>
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</tr>
<tr>
<td>Isacca</td>
<td>CD</td>
<td>1.000</td>
<td>10/31/2018</td>
<td>1,500,000.00</td>
</tr>
<tr>
<td>Total Employee Benefits Investment Pool</td>
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<td></td>
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<td>1,500,000.00</td>
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<td>Health Department Investment Pool</td>
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<tr>
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<td>ETSB Investment Pool</td>
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<td>William Blair/First Midwest Bank</td>
<td>CD</td>
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<tr>
<td>BMO/Harris</td>
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<td>4/28/2018</td>
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<td>Inland Bank and Trust</td>
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<tr>
<td>Wheaton Bank and Trust</td>
<td>CD</td>
<td>1.510</td>
<td>4/29/2018</td>
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<tr>
<td>Associated Bank</td>
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<td>4/30/2018</td>
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<td>MB Financial</td>
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<td>4/30/2018</td>
<td>25,000,000.00</td>
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<td>Associated Bank</td>
<td>CD</td>
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<td>5/2/2018</td>
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<td>Total Collector Investment Pool</td>
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<td>Total Investment Pools</td>
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<td>528,019,307.07</td>
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</table>

## CONSENT AGENDA

**FEBRUARY 27, 2018**

<table>
<thead>
<tr>
<th>Department</th>
<th>Vendor</th>
<th>PO #</th>
<th>Amount</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finance</td>
<td>Laner Muchin, LTD</td>
<td>2081 SERV</td>
<td></td>
<td>Extend Contract</td>
</tr>
<tr>
<td>Transportation</td>
<td>Wheatland Title Guaranty</td>
<td>1743 SERV</td>
<td></td>
<td>Revised Exhibit</td>
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<tr>
<td>Public Works</td>
<td>Chellino Crane, Inc.</td>
<td>2066 SERV</td>
<td>(10,494.56)</td>
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<td>Public Works</td>
<td>Central Sod Farms, Inc.</td>
<td>2622 SERV</td>
<td>(15,160.00)</td>
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<tr>
<td>Public Works</td>
<td>CDWG</td>
<td>1957 SERV</td>
<td>(12,054.72)</td>
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<td>Public Works</td>
<td>Hewlett Packard</td>
<td>1599 SERV</td>
<td>(33,549.09)</td>
<td>Decrease &amp; Close</td>
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<tr>
<td>Public Works</td>
<td>ComEd</td>
<td>2017 SERV</td>
<td>(27,760.06)</td>
<td>Decrease &amp; Close</td>
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<td>Public Works</td>
<td>HD Supply Waterworks LTD</td>
<td>1965 SERV</td>
<td>(38,904.54)</td>
<td>Decrease &amp; Close</td>
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<tr>
<td>Facilities</td>
<td>CenterPoint Energy</td>
<td>2230 SERV</td>
<td>(53,688.59)</td>
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<td>Facilities</td>
<td>Fox Valley Fire &amp; Safety Co.</td>
<td>1960 SERV</td>
<td>(27,041.34)</td>
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<tr>
<td>Facilities</td>
<td>Builders Chicago Corp.</td>
<td>1963 SERV</td>
<td>(69,490.71)</td>
<td>Decrease &amp; Close</td>
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<tr>
<td>Facilities</td>
<td>City of Wheaton</td>
<td>2023 SERV</td>
<td>(12,564.95)</td>
<td>Decrease &amp; Close</td>
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<tr>
<td>Facilities</td>
<td>Charles Equipment Energy</td>
<td>1915 SERV</td>
<td>(40,913.97)</td>
<td>Decrease &amp; Close</td>
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<tr>
<td>Facilities</td>
<td>Wheaton Sanitary District</td>
<td>2024 SERV</td>
<td>(13,806.09)</td>
<td>Decrease &amp; Close</td>
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<tr>
<td>Facilities</td>
<td>Prism Mechanical Corp.</td>
<td>2292 SERV</td>
<td>(20,113.19)</td>
<td>Decrease &amp; Close</td>
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<tr>
<td>Facilities</td>
<td>Tee Jay Service Co.</td>
<td>2048 SERV</td>
<td>(19,685.68)</td>
<td>Decrease &amp; Close</td>
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<td>Facilities</td>
<td>Red Wing Brands of America</td>
<td>2047 SERV</td>
<td>(16,729.54)</td>
<td>Decrease &amp; Close</td>
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<tr>
<td>Facilities</td>
<td>Home Depot U.S.A., Inc.</td>
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<td>Facilities</td>
<td>Atlas Copco Compressors LLC</td>
<td>315 SERV</td>
<td>(10,000.00)</td>
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<td>Facilities</td>
<td>Brown &amp; Root Industrial Servic, LLC</td>
<td>2547 SERV</td>
<td>(174,754.42)</td>
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<td>Brown &amp; Root Industrial Servic, LLC</td>
<td>2312 SERV</td>
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<td>Decrease &amp; Close</td>
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<td>Facilities</td>
<td>Brown &amp; Root Industrial Servic, LLC</td>
<td>2287 SERV</td>
<td>(73,704.56)</td>
<td>Decrease &amp; Close</td>
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<td>Facilities</td>
<td>Brown &amp; Root Industrial Servic, LLC</td>
<td>2311 SERV</td>
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<td>Decrease &amp; Close</td>
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<td>Technology</td>
<td>Graybar Electric Co., Inc.</td>
<td>1918 SERV</td>
<td>(27,432.84)</td>
<td>Decrease &amp; Close</td>
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<tr>
<td>Technology</td>
<td>Emphasys Computer Solutions</td>
<td>2193 SERV</td>
<td></td>
<td>Extend Contract</td>
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<td>Technology</td>
<td>SWC Technology Partners, Inc.</td>
<td>2817 SERV</td>
<td></td>
<td>Extend Contract</td>
</tr>
</tbody>
</table>
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Purchase Order #: 2081-0001 SERV
Original Purchase Order Date: Jul 1, 2016
Change Order #: 3
Vendor Name: Laner Muchin, LTD
Vendor #: 25416
Department: Finance/Liability Ins
Dept Contact: Greg Veci

Background and/or Reason for Change Order Request:
This contract is for professional legal services rendered for employment practices lawsuit. It is necessary to represent individual employee in a claim of discrimination in Federal Court due to a conflict in SAO representing Sheriff's office. The time frame for the case has extended past the original ending date, due to the case not being dismissed.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

☐ (A) Were not reasonably foreseeable at the time the contract was signed.
☐ (B) The change is germane to the original contract as signed.
☐ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
</tr>
</tbody>
</table>

DEcisionMemoNOT REQUIRED

☐ Cancel entire order
☐ Close Contract
☐ Contract Extension (29 days)
☒ Consent Only
☐ Change budget code from: __________________________ to: __________________________
☐ Increase/Decrease quantity from: __________________________ to: __________________________
☐ Price shows: __________________________ should be: __________________________
☐ Decrease remaining encumbrance and close contract
☐ Increase encumbrance and close contract
☐ Decrease encumbrance
☐ Increase encumbrance

DEcisionMemoREQUIRED

☐ Increase (greater than 29 days) contract expiration from: __________________________ to: __________________________
☐ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
☐ Funding Source: __________________________
☒ OTHER - explain below:

To extend date on the contract to 11/30/18 due to the continuance of the employment practices lawsuit.

CB X6122 Feb 7, 2018 2/12/18
Prepared By (Initials) Phone Ext Date Recommended for Approval (Initials) Phone Ext Date

REVIEWED BY (Initials Only)

Buyer: __________________________ 2/13/18 Procurement Officer: __________________________ 2-14-18
Date Date
Chief Financial Officer (Decision Memos Over $25,000) 2-14-18 Chairman's Office (Decision Memos Over $25,000) 2-14-18
Date Date
**Decision Memo**

**Procurement Services Division**

This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

<table>
<thead>
<tr>
<th>Requesting Department:</th>
<th>State's Attorney</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:gregory.vaci@dupageco.org">gregory.vaci@dupageco.org</a></td>
</tr>
<tr>
<td>Vendor Name:</td>
<td>Laner Muchin</td>
</tr>
</tbody>
</table>

| Department Contact:    | Gregory Vaci |
| Contact Phone:         | 630 407-8221 |
| Vendor #:              | 25416 |

**Action Requested** - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

To extend contract date to 11/30/18 to pay invoices.

**Summary Explanation/Background** - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

Laner Muchin is necessary to represent individual employees in a claim of discrimination in Federal Court due to a conflict in SAO representing Sheriff's Office and these individuals. The County's self-insured retention amount in this case is $100,000.

**Strategic Impact**

Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

DNA

**Source Selection/Vetting Information** - Describe method used to select source.

The SAO selected outside counsel from the Insurance Company's pre-approved panel counsel list.

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

Ending dates for the current purchase order were contingent on the case being dismissed. Unfortunately, the lawsuit did not get dismissed on the SAO's motion, so we will need to extend the date.

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

Contract ending date was contingent on the case being dismissed. Unfortunately the lawsuit did not get dismissed, so we will need to extend the date in order to pay invoices.
Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County’s Contractual Obligation.

Date: Feb 15, 2018
Bid/Contract/PO #: 7.H.a

Company Name: LANER MUCHIN, LTD.
Contact Phone: 312-467-9800
Company Contact: JOSEPH M. GAGLIARDO
Contact Email: 

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:
1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
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<td>Check</td>
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<tr>
<td>Friends of Sam Tornatore</td>
<td>Laner Muchin</td>
<td>Check</td>
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<td>Aug 1, 2017</td>
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<tr>
<td>Citizens for Dan Cronin</td>
<td>Laner Muchin</td>
<td>Check</td>
<td>$250.00</td>
<td>Oct 2, 2017</td>
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</tbody>
</table>

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

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature (Signature on File)
Printed Name: JOSEPH M. GAGLIARDO
Title: Attorney
Date: Feb 15, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page ___ of ___ (total number of pages)
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Purchase Order #: 1743 SERV  Original Purchase Order Date:  Change Order #: 2  Department: Division of Transportation

Vendor Name: Wheatland Title Guaranty  Vendor #: 11834  Dept Contact: Eva Hitchcock

Background and/or Reason for Change Order Request:
Professional Title Insurance Services, as needed for the Division of Transportation.
Revision to Schedule of Fees and Services, for no change in contract total amount.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

(A) Were not reasonably foreseeable at the time the contract was signed.
(B) The change is germane to the original contract as signed.
(C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE

| A | Starting contract value | $98,000.0 |
| B | Net $ change for previous Change Orders | $0.0 |
| C | Current contract amount (A + B) | $98,000.0 |
| D | Amount of this Change Order | | $0.0 |
| E | New contract amount (C + D) | $98,000.0 |
| F | Percent of current contract value this Change Order represents (D / C) | 0.00% |
| G | Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) | 0.00% |

DECISION MEMO NOT REQUIRED

☐ Cancel entire order  ☐ Close Contract  ☐ Contract Extension (29 days)  ☑ Consent Only
☐ Change budget code from:  to:
☐ Increase/Decrease quantity from:  to:
☐ Price shows:  should be:

☐ Decrease remaining encumbrance and close contract  ☐ Increase encumbrance and close contract  ☐ Decrease encumbrance  ☐ Increase encumbrance

DECISION MEMO REQUIRED

☐ Increase (greater than 29 days) contract expiration from:  to:  
☐ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount  ☐ Funding Source
☐ OTHER - explain below:

EMH  6900  Jan 31, 2018  1/31/18
Prepared By (Initials)  Phone Ext  Date  Recommended for Approval (Initials)  Phone Ext  Date

REVIEWED BY (Initials Only)

Buyer  2/12/18  2/12/18
Date  Procurement Officer  Date

Chief Financial Officer  (Decision Memos Over $25,000)  Date  Chairman's Office  (Decision Memos Over $25,000)  Date

CONSENT AGENDA

Packet Pg. 166
Schedule of Fees and Services
Prepared for DuPage County
Division of Transportation
Per IDOT Bid – DOT16-CBLA-01 on 10-09-2015
Effective
January 2, 2018

Title Commitment $400.00
Railroad Title Commitment $900.00
Later Date $65.00
Later Date including examination of judicial proceedings $75.00
Recording Service Fee $75.00
Policy Later Date $65.00
Policy Later Date including examination of judicial proceedings $75.00
Cost of Title Insurance per $1,000.00 $3.00
Escrow Closing Fee $450.00
Tax Escrow Fee $450.00
Wire Fee (per wire) $40.00

*Requisite Governmental Fees

Illinois Title Policy Fee $3.00
Illinois Mandatory (HB5409) CPL Fee $75.00
CPL – Closing Protection Letter($50.00 Seller/ $25.00 Buyer)
County Recording Fee Per Document $40.00
(1st 4 pages / $1.00 each additional page)

*Please note, the Requisite Governmental Fees may be subject to change should the governing body enforce any changes. CONSULTANT will promptly notify the COUNTY if it becomes aware of any changes.

Items not specifically covered above, the COUNTY will pay the CONSULTANT at a 2.8 direct labor multiplier applied to the actual hourly rates of staff. The multiplier shall include the cost of overhead, profit and incidental costs. A chart listing the hourly rate ranges for the CONSULTANT’S staff and approved sub-consultant’s staff, identified by classification, is attached and incorporated hereto as Exhibit C.
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

NONE (check here) - If no contributions have been made

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

NONE (check here) - If no contacts have been made

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

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The full text for the county's ethics and procurement policies and ordinances are available at: http://www.dupageco.org/CountyBoard/Policies/

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

Signature on File

Authorized Signature

Printed Name: John D. Ammons
Title: President
Date: Jan 25, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
### Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

**Purchase Order #: 20665ERV**

**Original Purchase Order Date:** Sep 16, 2016

**Change Order #: 4**

**Department:** Public Works

**Vendor Name:** Chellino Crane Inc

**Vendor #: 20729**

**Dept Contact:** Amy Arlowe/Dawn Carbene

**Background and/or Reason for Change Order Request:** Decrease and close contract.

---

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

---

### INCREASE/DECREASE

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
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<tbody>
<tr>
<td>A</td>
<td>Starting contract value $20,000.00</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B) $20,000.00</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
</tr>
<tr>
<td></td>
<td>Increase</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D) $9,505.44</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C) -52.47%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) -52.47%</td>
</tr>
</tbody>
</table>

---

**DECISION MEMO NOT REQUIRED**

- [ ] Cancel entire order
- [ ] Close Contract
- [ ] Contract Extension (29 days)
- [ ] Consent Only
- [ ] Change budget code from: ____________ to: ____________
- [ ] Increase/Decrease quantity from: ____________ to: ____________
- [ ] Price shows: ____________ should be: ____________
- [ ] Decrease remaining encumbrance and close contract
- [ ] Increase encumbrance and close contract
- [ ] Decrease encumbrance
- [ ] Increase encumbrance

---

**DECISION MEMO REQUIRED**

- [ ] Increase (greater than 29 days) contract expiration from: ____________ to: ____________
- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- [ ] Funding Source ____________
- [ ] OTHER - explain below:

---

**Reviewed By (Initials Only)**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>2/2/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Prepared By (Initials)</strong></td>
<td><strong>Phone Ext</strong></td>
<td><strong>Date</strong></td>
</tr>
<tr>
<td><strong>Recommended for Approval (Initials)</strong></td>
<td><strong>Phone Ext</strong></td>
<td><strong>Date</strong></td>
</tr>
</tbody>
</table>

---

**Reviewed By (Initials Only)**

<table>
<thead>
<tr>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>Buyer</strong></td>
<td><strong>Date</strong></td>
<td><strong>Procurement Officer</strong></td>
</tr>
<tr>
<td><strong>Chief Financial Officer</strong></td>
<td><strong>Date</strong></td>
<td><strong>Chairman's Office</strong></td>
</tr>
</tbody>
</table>

---

**RECEIVED**

**FINANCE**

**Consent Agenda**

**FEB 27 2018**

---

**Consent Agenda 2-27-18** (17-18-321 : Consent Agenda 2-27-18)
# Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

---

**Purchase Order #: 2622SERV**

**Original Purchase Order Date:** Jun 20, 2017

**Change Order #: 1**

**Department:** Public Works

**Vendor Name:** Central Sod Farms Inc

**Vendor #: 10304**

**Dept Contact:** Amy Arlowe/Dawn Carbone

---

**Background and/or Reason for Change Order Request:**

Decrease and close contract.

---

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

---

### INCREASE/DECREASE

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
<td>$15,670.00</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$15,670.00</td>
</tr>
<tr>
<td>D</td>
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<td></td>
<td>Increase</td>
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<td>Decrease</td>
<td></td>
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<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>($15,160.00)</td>
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<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>-96.75%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>-96.75%</td>
</tr>
</tbody>
</table>

---

### DECISION MEMO NOT REQUIRED

- Cancel entire order
- Close Contract
- Contract Extension (29 days)
- Consent Only
- Change budget code from: __________ to: __________
- Increase/Decrease quantity from: __________ to: __________
- Price shows: __________ should be: __________
- Decrease remaining encumbrance and close contract
- Increase encumbrance and close contract
- Decrease encumbrance
- Increase encumbrance

---

### DECISION MEMO REQUIRED

- Increase (greater than 29 days) contract expiration from: __________ to: __________
- Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- Funding Source: __________
- OTHER - explain below:

---

**Prepared By (initials):** 

**Phone Ext:** 

**Date:** 2/2/2018

**Recommended for Approval (initials):** 

**Phone Ext:** 

**Date:** 2/2/2018

---

**REVIEWED BY (Initials Only):**

**Date:** 2/12/18

**Procurement Officer:**

**Date:** 2-12-18

---

**Chief Financial Officer**

(Decision Memos Over $25,000)

**Date:** 

**Chairman's Office**

(Decision Memos Over $25,000)

**Date:**
Request for Change Order  
Procurement Services Division  
Attach copies of all prior Change Orders  

<table>
<thead>
<tr>
<th>Purchase Order #: 1957SERV</th>
<th>Original Purchase Order Date: Aug 18, 2016</th>
<th>Change Order #: 4</th>
<th>Department: Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: CDW-Government</td>
<td>Vendor #: 10667</td>
<td>Dept Contact: Amy Arlowe/Dawn Carbone</td>
<td></td>
</tr>
</tbody>
</table>

Background and/or Reason for Change Order Request: 
Decrease and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

<table>
<thead>
<tr>
<th>INCREASE/DECREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B + D/A; 60% maximum on construction contracts)</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

- [ ] Cancel entire order
- [x] Close Contract
- [ ] Contract Extension (29 days)
- [ ] Consent Only
- [ ] Change budget code from: ________________ to: ________________
- [ ] Increase/Decrease quantity from: ________________ to: ________________
- [ ] Price shows: ________________ should be: ________________
- [x] Decrease remaining encumbrance and close contract
- [ ] Increase encumbrance and close contract
- [ ] Decrease encumbrance
- [ ] Increase encumbrance

DECISION MEMO REQUIRED

- [ ] Increase (greater than 29 days) contract expiration from: ________________ to: ________________
- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- [ ] Funding Source ________________
- [ ] OTHER - explain below: ________________

Prepared By (Initials): ____________ Phone Ext: 6818 Date: 2/2/2018  
Recommended for Approval (Initials): ____________ Phone Ext: 6818 Date: 2/2/2018  

Reviewed By (Initials Only):

Buyer: ____________ Date: 2/2/2018  
Procurement Officer: ____________ Date: __________________

Chief Financial Officer (Decision Memos Over $25,000): ____________ Date: __________________  
Chairman's Office (Decision Memos Over $25,000): ____________ Date: __________________

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
## Request for Change Order

**Procurement Services Division**

**Attach copies of all prior Change Orders**

<table>
<thead>
<tr>
<th>Purchase Order #: 1599SERV</th>
<th>Original Purchase Order Date: Jan 12, 2016</th>
<th>Change Order #: 1</th>
<th>Department: Public Works</th>
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<tbody>
<tr>
<td>Vendor Name: Hewlett Packard Enterprises Co</td>
<td>Vendor #: 23068</td>
<td>Dept Contact: Amy Arlowe/Dawn Carbone</td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**

Decrease and close contract.

---

### IN ACCORDANCE WITH 720 ILCS 5/33E-9

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

#### INCREASE/DECREASE

<p>| | |</p>
<table>
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<tr>
<th></th>
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<tbody>
<tr>
<td><strong>A</strong></td>
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<tr>
<td><strong>B</strong></td>
<td>Net $ change for previous Change Orders</td>
</tr>
<tr>
<td><strong>C</strong></td>
<td>Current contract amount (A + B)</td>
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<tr>
<td><strong>D</strong></td>
<td>Amount of this Change Order</td>
</tr>
<tr>
<td><strong>E</strong></td>
<td>New contract amount (C + D)</td>
</tr>
<tr>
<td><strong>F</strong></td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
</tr>
<tr>
<td><strong>G</strong></td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
</tr>
</tbody>
</table>

### DECISION MEMO NOT REQUIRED

- [ ] Cancel entire order
- [ ] Close Contract
- [ ] Contract Extension (29 days)
- [ ] Consent Only
- [ ] Change budget code from: ___________ to: ___________
- [ ] Increase/Decrease quantity from: ___________ to: ___________
- [ ] Price shows: ___________ should be: ___________
- [x] Decrease remaining encumbrance and close contract
- [ ] Increase encumbrance and close contract
- [ ] Decrease encumbrance
- [ ] Increase encumbrance

### DECISION MEMO REQUIRED

- [ ] Increase (greater than 29 days) contract expiration from: ___________ to: ___________
- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- [ ] Funding Source: ___________
- [ ] OTHER - explain below: ___________

---

**Prepared By (Initials):** 
**Phone Ext:** 6818  
**Date:** 2/2/2018

**Recommended for Approval (Initials):** 
**Phone Ext:** 6818  
**Date:** 2/2/2018

**Reviewed By (Initials Only):**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
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<tr>
<td>[Signature]</td>
<td>2-12-18</td>
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</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>Chairman's Office (Decision Memos Over $25,000)</td>
</tr>
</tbody>
</table>

---

**Packet Pg. 172**

**Attachment:** Consent Agenda 2-27-18 (17-18-321 : Consent Agenda 2-27-18)
## Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

---

<table>
<thead>
<tr>
<th>Purchase Order #:</th>
<th>2017SERV</th>
<th>Original Purchase Order Date:</th>
<th>Oct 1, 2016</th>
<th>Change Order #:</th>
<th>2</th>
<th>Department:</th>
<th>Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name:</td>
<td>ComEd</td>
<td>Vendor #:</td>
<td>10023</td>
<td>Dept Contact:</td>
<td>Amy Arlowe/Dawn Carbone</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Background and/or Reason for Change Order Request:</td>
<td>Decrease and close contract.</td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

---

### INCREASE/DECREASE

<p>| | |</p>
<table>
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<tr>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
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<tr>
<td>D</td>
<td>Amount of this Change Order</td>
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<td>E</td>
<td>New contract amount (C + D)</td>
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<td>Percent of current contract value this Change Order represents (D/C)</td>
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<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
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</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

- [ ] Cancel entire order
- [ ] Close Contract
- [x] Contract Extension (29 days)
- [ ] Consent Only
- [ ] Change budget code from: ______ to: ______
- [ ] Increase/Decrease quantity from: ______ to: ______
- [ ] Price shows: ______ should be: ______
- [x] Decrease remaining encumbrance and close contract
- [ ] Increase encumbrance and close contract
- [ ] Decrease encumbrance
- [ ] Increase encumbrance

**DECISION MEMO REQUIRED**

- [ ] Increase (greater than 29 days) contract expiration from: ______ to: ______
- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- [ ] Funding Source: ______
- [ ] OTHER - explain below: ______

---

**Prepared By (Initials):** x6B1B  
**Phone Ext:** 2/1/2018  
**Date:** 2/2/2018

**Recommended for Approval (Initials):** x6B1B  
**Phone Ext:** 2/1/2018  
**Date:** 2/2/2018

---

**Reviewer By (Initials Only):**  
**Buyer:**  
**Date:** 2/13/18  
**Procurement Officer:**  
**Date:** 2/14/18

---

**Chief Financial Officer (Decision Memos Over $25,000):**  
**Date:**  
**Chairman’s Office (Decision Memos Over $25,000):**  
**Date:**  

---

**CONSENT AGENDA**

---
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Purchase Order #: 19655ERV
Original Purchase Order Date: Aug 15, 2016
Change Order #: 2
Department: Public Works
Vendor Name: HD Supply Waterworks LTD
Vendor #: 12438
Dept Contact: Amy Arlove/Dawn Carbone

Background and/or Reason for Change Order Request: Decrease and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

(A) Were not reasonably foreseeable at the time the contract was signed.
(B) The change is germane to the original contract as signed.
(C) Is in the best interest for the County of DuPage and authorized by law.

<table>
<thead>
<tr>
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<tbody>
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<tr>
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<td>$60,000.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td></td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$21,095.46</td>
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<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-64.84%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>-64.84%</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

☐ Cancel entire order
☐ Change budget code from: to:
☐ Increase/Decrease quantity from: to:
☐ Price shows: should be:
☐ Decrease remaining encumbrance and close contract
☐ Increase encumbrance and close contract
☐ Decrease encumbrance
☐ Increase encumbrance

DECISION MEMO REQUIRED

☐ Increase (greater than 29 days) contract expiration from: to:
☐ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
☐ OTHER - explain below:

Prepared By (Initials) x6819  2/2/2018 Verz
Phone Ext Date
Recommended for Approval (Initials)  x6819  2/2/2018
Phone Ext Date

Reviewed By (Initials Only)  2-13-18
Buyer
Date Procurement Officer

Chief Financial Officer
(Decision Memos Over $25,000)
Date Chairman’s Office
(Decision Memos Over $25,000)
Date

CONSENT AGENDA

CONSENT AGENDA
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Purchase Order #: 2230-1 SERV
Original Purchase Order Date: Oct 1, 2016
Change Order #: 1
Vendor Name: CenterPoint Energy Services, Inc.
Vendor #: 19425
Department: Facilities Management
Dept Contact: Katie Boffa

Background and/or Reason for Change Order Request: Change order to decrease line 1 1000-1100-53200 $42,668.26, line 2 1200-2045-53200 $11,020.33 and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

(A) Were not reasonably foreseeable at the time the contract was signed.
(B) The change is germane to the original contract as signed.
(C) Is in the best interest for the County of DuPage and authorized by law.

| A | Starting contract value | $25,000.00 |
| B | Net $ change for previous Change Orders | |
| C | Current contract amount (A + B) | $25,000.00 |
| D | Amount of this Change Order | Decrease | ($33,688.59) |
| E | New contract amount (C + D) | $471,311.41 |
| F | Percent of current contract value this Change Order represents (D / C) | -10.23% |
| G | Cumulative percent of all Change Orders (B+D)/A; (60% maximum on construction contracts) | -10.23% |

DECISION MEMO NOT REQUIRED

☐ Cancel entire order
☐ Close Contract
☐ Contract Extension (29 days) ☒ Consent Only

☐ Change budget code from: ____________________ to: ____________________
☐ Increase/Decrease quantity from: ____________________ to: ____________________
☐ Price shows: ____________________ should be: ____________________
☐ Decrease remaining encumbrance and close contract
☐ Increase encumbrance and close contract
☐ Decrease encumbrance
☐ Increase encumbrance

DECISION MEMO REQUIRED

☐ Increase (greater than 29 days) contract expiration from: ____________________ to: ____________________
☐ Increase ≥ $25,000.00, or ≥ 10%, of current contract amount ☐ Funding Source ____________________

☐ OTHER - explain below:

KB: 5695
Prepared By (Initials) 5695 Phone Ext Feb 2, 2018
Recommended for Approval (Initials) Phone Ext Date 6818 2-2-2018

REVIEWED BY (Initials Only)

Buyer 2-18-18 Procurement Officer 2-13-18

Chief Financial Officer (Decision Memos Over $25,000) Date
Chairman's Office (Decision Memos Over $25,000) Date

CONSENT AGENDA
FEB 27 2018

RECEIVED 2018-FEB-5 AM 8:57

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Purchase Order #: 1960-1 SERV  Original Purchase Order Date: Aug 28, 2016  Change Order #: 4
Vendor Name: Fox Valley Hie & Safety Company, Inc.  Vendor #: 11067

Department: Facilities Management
Dept Contact: Katie Boffa

Background and/or Reason for Change Order Request:
Change order to decrease line 1 1000-1100-53300 $11,608.84, line 4 1500-5510-53300 $50.00, line 5 2000-2555-53300 $12,632.50, line 6 2000-2665-53300 $2,750.00 and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

☐ (A) Were not reasonably foreseeable at the time the contract was signed.
☐ (B) The change is germane to the original contract as signed.
☐ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
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<td>A</td>
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<td>Amount of this Change Order</td>
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<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A) (60% maximum on construction contracts)</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

☐ Cancel entire order  ☐ Close Contract  ☐ Contract Extension (29 days)  ☒ Content Only
☐ Change budget code from: to:  ☐ Increase/Decrease quantity from: to:  ☐ Price shows: should be:  ☐ Decrease remaining encumbrance and close contract  ☒ Increase encumbrance and close contract  ☐ Decrease encumbrance  ☐ Increase encumbrance

DECISION MEMO REQUIRED

☐ Increase (greater than 29 days) contract expiration from: to:  ☐ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount  ☐ Funding Source  ☐ OTHER - explain below:

KB  5695  Feb 5, 2018  2/7/2018
Prepared By (Initials)  Phone Ext  Date  Recommended for Approval (Initials)  Phone Ext  Date

REVIEWED BY (Initials Only)

Buyer:  2/12/18  Procurement Officer:  2-12-18

Chief Financial Officer (Decision Memos Over $25,000):  2/7/18  Chairman's Office (Decision Memos Over $25,000):  2-12-18

## Request for Change Order
### Procurement Services Division

**Purchase Order #:** 1963-1 SERV  
**Original Purchase Order Date:** Aug 5, 2016  
**Change Order #:** 1  
**Department:** Facilities Management  
**Vendor Name:** Builders Chicago Corporation  
**Vendor #:** 11624  
**Dept Contact:** Katie Boffa

### Background and/or Reason for Change Order Request:
Change order to decrease line 1 1000-1100-53300 $45,468.50, line 2 1500-3510-53300 $24,022.21 and close contract.

### IN ACCORDANCE WITH 720 ILCS 5/33E-9

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

<table>
<thead>
<tr>
<th>INCREASE/DECREASE</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$90,871.00</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$90,871.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>Decrease (569,490.71)</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$21,380.29</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-76.47%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (3+D/A); 60% maximum on construction contracts</td>
<td>-76.47%</td>
</tr>
</tbody>
</table>

### DECISION MEMO NOT REQUIRED

- [ ] Cancel entire order  
- [ ] Change budget code from:  
- [ ] Increase/Decrease quantity from:  
- [ ] Price shows:  
- [ ] Decrease remaining encumbrance and close contract  
- [ ] Increase encumbrance and close contract  
- [ ] Decrease encumbrance  
- [ ] Increase encumbrance

### DECISION MEMO REQUIRED

- [ ] Increase (greater than 29 days) contract expiration from:  
- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount:  
- [ ] OTHER - explain below:

### KB 5695  
**Prepared By (Initials):**  
**Phone Ext:**  
**Date:** Feb 2, 2018  
**Recommended for Approval (Initials):**  
**Phone Ext:**  
**Date:**  
**Reviewed by (Initials Only):**  
**Date:**  
**Procurement Officer:**  
**Date:**  
**Chairman's Office:**  
**Date:**  
**Chief Financial Officer:** (Decision Memos Over $25,000)  
**Date:**

---

**CONSENT AGENDA**  
**Packet Pg. 177**  
**Rev. 1.6**  
**Form Optimized for Acrobat and Adobe Reader Version 9 or Later**
### Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #:</th>
<th>2023-1 SERV</th>
<th>Original Purchase Order Date:</th>
<th>Oct 1, 2016</th>
<th>Change Order #:</th>
<th>2</th>
<th>Department: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name:</td>
<td>City of Wheaton</td>
<td>Vendor #:</td>
<td>10074</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Background and/or Reason for Change Order Request:</td>
<td>Change order to decrease line 1 1000-1100-53220 $4,716.11, line 2 1200-2045-53220 $7,848.84 and close contract.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

- [ ] (A) Were not reasonably foreseeable at the time the contract was signed.
- [ ] (B) The change is germane to the original contract as signed.
- [ ] (C) Is in the best interest for the County of DuPage and authorized by law.

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>Column</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
<td>$575,000.00</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$725,000.00</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td>$12,564.95</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$712,435.05</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>-1.73%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>23.90%</td>
</tr>
</tbody>
</table>

### DECISION MEMO NOT REQUIRED

- [ ] Cancel entire order
- [ ] Close Contract
- [ ] Contract Extension (29 days)
- [ ] Consent Only
- [ ] Change budget code from:
- [ ] Increase/Decrease quantity from:
- [ ] Price shows:
- [ ] Decrease remaining encumbrance and close contract
- [ ] Increase encumbrance and close contract
- [ ] Decrease encumbrance
- [ ] Increase encumbrance

### DECISION MEMO REQUIRED

- [ ] Increase (greater than 29 days) contract expiration from:
- [ ] Increase ≥ $2,500.00, or ≥ 10% of current contract amount
- [ ] Funding Source
- [ ] OTHER - explain below:

<table>
<thead>
<tr>
<th>Column</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>KB</td>
<td>5695</td>
</tr>
<tr>
<td>Date</td>
<td>Feb 2, 2018</td>
</tr>
<tr>
<td>Phone Ext</td>
<td></td>
</tr>
<tr>
<td>x 6818</td>
<td>2-2-2018</td>
</tr>
<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

### REVIEWED BY (Initials Only)

- [ ] BY
- [ ] Date: 2/13/18
- [ ] Procurement Officer
- [ ] Date: 2-14-18

### Chief Financial Officer (Decision Memos Over $25,000)

- [ ] Date:
- [ ] Chairman's Office
- [ ] Date:

---

FORM OPTIMIZED FOR ADOBE READER 9 OR LATER

**CONSENT AGENDA**

**Packet Pg. 178**

**Rev 1.6**
# Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 1915-1 SERV</th>
<th>Original Purchase Order Date: Jul 15, 2016</th>
<th>Change Order #: 2</th>
<th>Department: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Charles Equipment Energy Systems LLC</td>
<td>Vendor #: 11365</td>
<td>Dept Contact: Katie Boffa</td>
<td></td>
</tr>
</tbody>
</table>

### Background and/or Reason for Change Order Request:

Change order to decrease line 1 1100-1100-53300 $35,055.21, line 2 1100-1300-53300 $2,728.63, line 3 1500-3510-53300 $3,130.13 and close contract.

### IN ACCORDANCE WITH 720 ILCS 5/33E-9

- [x] (A) Were not reasonably foreseeable at the time the contract was signed.
- [ ] (B) The change is germane to the original contract as signed.
- [ ] (C) Is in the best interest for the County of DuPage and authorized by law.

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>A</th>
<th>Starting contract value</th>
<th>$76,800.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$76,800.00</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td>[ ] Increase [x] Decrease</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$35,886.03</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D/C)</td>
<td>-53.27%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A) (60% maximum on construction contracts)</td>
<td>-53.27%</td>
</tr>
</tbody>
</table>

### DECISION MEMO NOT REQUIRED

- [ ] Cancel entire order
- [ ] Close Contract
- [x] Contract Extension (29 days)
- [x] Consent Only

- [ ] Change budget code from: ___________________________ to: ___________________________
- [ ] Increase/Decrease quantity from: ___________________________ to: ___________________________
- [ ] Price shows: ___________________________ should be: ___________________________
- [x] Decrease remaining encumbrance and close contract

### DECISION MEMO REQUIRED

- [ ] Increase (greater than 29 days) contract expiration from: ___________________________ to: ___________________________
- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount [ ] Funding Source ___________________________
- [ ] OTHER - explain below: ___________________________

---

**KB 5695**

Prepared By (Initials) 5695 Phone Ext 6818 Date 2-2-2018

**REVIEWED BY (Initials Only)**

- [ ] Buyer 2-13-18
- [ ] Procurement Officer 2-14-18

**Chief Financial Officer**

(Decision Memos Over $25,000)

Date

(Chairman's Office)

(Decision Memos Over $25,000)

Date

---

**CONSENT AGENDA**

FEB 27 2018

CONSENT AGENDA

**Rev. 1.6**

Packet Pg. 179
Request for Change Order  
Procurement Services Division  
Attach copies of all prior Change Orders

Purchase Order #: 2024-1 SERV  Original Purchase Order Date: Oct 1, 2016  Change Order #: 3  Department: Facilities Management

Vendor Name: Wheaton Sanitary District  Vendor #: 10037  Dept Contact: Katie Boffa

Background and/or Reason for Change Order Request:  Change order to decrease line 1 $9,474.77, line 2 $4,331.32 and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

(A) Were not reasonably foreseeable at the time the contract was signed.
(B) The change is germane to the original contract as signed.
(C) Is in the best interest for the County of DuPage and authorized by law.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A</strong></td>
<td><strong>B</strong></td>
</tr>
<tr>
<td>Starting contract value</td>
<td>$280,000.00</td>
</tr>
<tr>
<td><strong>C</strong></td>
<td><strong>D</strong></td>
</tr>
<tr>
<td>Current contract amount</td>
<td>$150,000.00</td>
</tr>
<tr>
<td><strong>E</strong></td>
<td><strong>F</strong></td>
</tr>
<tr>
<td>New contract amount</td>
<td>$430,000.00</td>
</tr>
<tr>
<td><strong>G</strong></td>
<td><strong>H</strong></td>
</tr>
<tr>
<td>Cumulative percent of all Change Orders</td>
<td>48.64%</td>
</tr>
</tbody>
</table>

**INCREASE/DECREASE**

- **Increase:** $13,806.09
- **Decrease:** $416,193.91

**DECISION MEMO NOT REQUIRED**

- Cancel entire order
- Close Contract
- Contract Extension (29 days)
- Consent Only
- Change budget code from: to:
- Increase/Decrease quantity from: to:
- Price shows: should be:
- Decrease remaining encumbrance and close contract
- Increase encumbrance and close contract
- Decrease encumbrance
- Increase encumbrance

**DECISION MEMO REQUIRED**

- Increase (greater than 29 days) contract expiration from: to:
- Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- Funding Source

OTHER - explain below:

KB 5695  Feb 7, 2018  Recommended for Approval (Initials)  Phone Ext  Date

REVIEWED BY (Initials Only)  

Buyer  3/13/18  Procurement Officer  2-14-18

Chief Financial Officer  Date  Chairman's Office  (Decision Memos Over $25,000)  Date

Form optimized for Acrobat and Adobe Reader version 9 or later
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Purchase Order #: 2292-1 SERV
Original Purchase Order Date: Jan 26, 2017
Change Order #: 4
Department: Facilities Management

Vendor Name: Prism Mechanical Corp.
Vendor #: 11249
Dept Contact: Katie Boffa

Background and/or Reason for Change Order Request:
Change order to decrease line 1 $4,983.02, line 3 $5,654.87, line 6 $9,475.30 and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

☐ (A) Were not reasonably foreseeable at the time the contract was signed.
☐ (B) The change is germane to the original contract as signed.
☐ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D/C)</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

☐ Cancel entire order
☐ Increase/Decrease quantity from: __________________________ to: __________________________
☐ Price shows: __________________________ should be: __________________________
☐ Decrease remaining encumbrance and close contract
☐ Increase encumbrance and close contract
☐ Decrease encumbrance
☐ Increase encumbrance

DECISION MEMO REQUIRED

☐ Increase (greater than 29 days) contract expiration from: __________________________ to: __________________________
☐ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount ☐ Funding Source __________________________
☐ OTHER - explain below:

KB 5695 Feb 7, 2018
Prepared By (Initials) Phone Ext Date

REVIEWED BY (Initials Only)

Buyer Date Procurement Officer Date 2/13/18 2-14-18

Chief Financial Officer Date Chairman's Office Date
(Decision Memos Over $25,000)

2018 FEB 8 PM 2:47

CONSENT AGENDA

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

Packet Pg. 181
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Date: Feb 7, 2018
MinuteTraq (IQM2) ID #: 11978

<table>
<thead>
<tr>
<th>Purchase Order #</th>
<th>Original Purchase Order Date</th>
<th>Change Order #</th>
<th>Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>2048-1 SERV</td>
<td>Nov 13, 2016</td>
<td>1</td>
<td>Facilities Management</td>
</tr>
</tbody>
</table>

Vendor Name: Tee Jay Service Company, Inc.  Vendor #: 11358
Dept Contact: Katie Boffa

Background and/or Reason for Change Order Request:
Change order to decrease line 1 $19,329.68, line 2 $356.00 and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting contract value</td>
<td>$45,612.00</td>
</tr>
<tr>
<td>Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>Current contract amount (A + B)</td>
<td>$45,612.00</td>
</tr>
<tr>
<td>Amount of this Change Order</td>
<td>(19,685.68)</td>
</tr>
<tr>
<td>New contract amount (C + D)</td>
<td>$25,926.32</td>
</tr>
<tr>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>-43.16%</td>
</tr>
<tr>
<td>Cumulative percent of all Change Orders (B + D/A): 60% maximum on construction contracts</td>
<td>-43.16%</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

- Cancel entire order
- Close Contract
- Contract Extension (29 days)
- Consent Only

DECISION MEMO REQUIRED

- Increase (greater than 29 days) contract expiration from: to: 
- Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- Funding Source: 
- OTHER - explain below:

<table>
<thead>
<tr>
<th>K8</th>
<th>S695</th>
<th>Feb 7, 2018</th>
<th>Date</th>
<th>Recommended for Approval (Initials)</th>
<th>Phone Ext</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2-8-2018</td>
</tr>
</tbody>
</table>

REVIEWED BY (Initials Only)

- Buyer: [Signature] 2/12/18  Procurement Officer: [Signature] 2/13/18
- Chief Financial Officer: [Signature]  Date: Chairman's Office: [Signature]  Date: 

2018EBG-8  PM 2:47

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

**Request for Change Order**

**Procurement Services Division**

Attach copies of all prior Change Orders

---

**Purchase Order #: 2047-1 SERV**

**Original Purchase Order Date:** Dec 1, 2016

**Change Order #: 1**

**Department:** Facilities Management

**Vendor Name:** Red Wing Brands of America Inc

**Vendor #: 10549**

**Dept Contact:** Katie Boffa

**Background and/or Reason for Change Order Request:**
Change order to decrease line 1 $3,216.38, line 2 $4,849.61, line 3 $2,300.00, line 4 $4,763.19, line 5 $1,105.30, line 6 $495.06 and close contract.

---

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

---

**INCREASE/DECREASE**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B + D/A) (60% maximum on construction contracts)</td>
</tr>
</tbody>
</table>

---

**DECISION MEMO NOT REQUIRED**

- [ ] Cancel entire order  
- [ ] Close Contract  
- [ ] Contract Extension (29 days)  
- [X] Consent Only

---

**DECISION MEMO REQUIRED**

- [ ] Increase (greater than 29 days) contract expiration from: to:
- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount  
- [ ] Funding Source
- [ ] OTHER - explain below:

---

**Recommended for Approval (Initials)**

KB 5695 Feb 7, 2018

**Date: 2-8-2018**

---

**REVIEWED BY (Initials Only)**

**Buyer**

[Signature] 2/12/18 Procurement Officer 2-14-18

**Finance**

Chief Financial Officer
(Decision Memos Over $25,000)

Date: Chairman's Office
(Decision Memos Over $25,000)

Date:

---

**CONSENT AGENDA**

Packet Pg. 183


---

**FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER**
### Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #:</th>
<th>Original Purchase Order Date:</th>
<th>Change Order #:</th>
<th>Department:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2141-1 SERV</td>
<td>Nov 2, 2016</td>
<td>1</td>
<td>Facilities Management</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>Vendor #:</th>
<th>Dept Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Depot U.S.A., Inc.</td>
<td>11219</td>
<td>Katie Boffa</td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**

Change order to decrease line 1 $6,436.03, line 2 $1,056.62, line 3 $200.00, line 4 $47.53, line 5 $4,932.91, line 6 $218.18 and close contract.

### IN ACCORDANCE WITH 720 ILCS 5/33E-9

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

#### INCREASE/DECREASE

| A | Starting contract value | $24,500.00 |
| B | Net $ change for previous Change Orders | |
| C | Current contract amount (A + B) | $24,500.00 |
| D | Amount of this Change Order | Decrease |
| E | New contract amount (C + D) | $11,608.73 |
| F | Percent of current contract value this Change Order represents (D / C) | -52.62% |
| G | Cumulative percent of all Change Orders (B+D/A): (60% maximum on construction contracts) | -52.62% |

### DECISION MEMO NOT REQUIRED

- [ ] Cancel entire order
- [ ] Close Contract
- [x] Contract Extension (29 days)
- [x] Consent Only

- [ ] Change budget code from: ____________________________ to: ____________________________

- [ ] Increase/Decrease quantity from: ____________________________ to: ____________________________

- [ ] Price shows: ____________________________ should be: ____________________________

- [x] Decrease remaining encumbrance and close contract

### DECISION MEMO REQUIRED

- [ ] Increase (greater than 29 days) contract expiration from: ____________________________ to: ____________________________

- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount

- [ ] Funding Source ____________________________

- [ ] OTHER - explain below:

**KB 5695**

**Prepared By (Initials):** 5695

**Prepared By (Phone Ext):** Feb 7, 2018

**Recommended for Approval (Initials):** 6818

**Recommended for Approval (Phone Ext):** Feb 7, 2018

**Recommended for Approval (Date):** 6818

**2-08-2018**

**REVIEWED BY (Initials Only):**

**Buyer:** [Initials]

**Date:** 3/12/18

**Procurement Officer:** [Initials]

**Date:** 3/14/18

**Chancellor:** [Initials]

**Date:** 3/14/18

**Chief Financial Officer:**

**Date:**

**Chairman's Office:**

**Date:**

**Finance Department:**

**Date:**

**RECEIVED:**

**Packet Pg. 184**

**Rev 1.6**
### Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #:</th>
<th>Original Purchase Order Date:</th>
<th>Change Order #:</th>
<th>Department:</th>
</tr>
</thead>
<tbody>
<tr>
<td>315-1 SERV</td>
<td>Nov 1, 2014</td>
<td>1</td>
<td>Facilities Management</td>
</tr>
</tbody>
</table>

**Vendor Name:** Atlas Copco Compressors LLC  
**Vendor #:** 12071  
**Dept Contact:** Katie Boffa

**Background and/or Reason for Change Order Request:**  
Change order to decrease line 1 $5,874.97, line 3 $4,125.03 and close contract.

### IN ACCORDANCE WITH 720 ILCS 5/33E-9

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

<table>
<thead>
<tr>
<th>INCREASE/DECREASE</th>
<th>Amount Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$34,750.18</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td>$0.00</td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$34,750.18</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td></td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$24,750.18</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-28.78%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D)/C; (60% maximum on construction contracts)</td>
<td>-28.78%</td>
</tr>
</tbody>
</table>

### DECISION MEMO NOT REQUIRED

- [ ] Cancel entire order  
- [ ] Close Contract  
- [ ] Contract Extension (29 days)  
- [ ] Consent Only
- [ ] Change budget code from:  
- [ ] Close Contract  
- [ ] Contract Extension (29 days)  
- [ ] Consent Only
- [ ] Increase/Decrease quantity from:  
- [ ] Close Contract  
- [ ] Contract Extension (29 days)  
- [ ] Consent Only
- [ ] Price shows:  
- [ ] Close Contract  
- [ ] Contract Extension (29 days)  
- [ ] Consent Only
- [ ] Decrease remaining encumbrance and close contract  
- [ ] Increase encumbrance and close contract  
- [ ] Decrease encumbrance  
- [ ] Increase encumbrance

### DECISION MEMO REQUIRED

- [ ] Increase (greater than 29 days) contract expiration from:  
- [ ] Close Contract  
- [ ] Contract Extension (29 days)  
- [ ] Consent Only
- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount  
- [ ] Funding Source
- [ ] OTHER - explain below:


### RECEIVED

**KB** 5695  
**Prepared By (Initials)**  
**Phone Ext**

<table>
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<tr>
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<th>Recommended for Approval (Initials)</th>
<th>Phone Ext</th>
<th>Date</th>
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<tbody>
<tr>
<td>Feb 7, 2018</td>
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<table>
<thead>
<tr>
<th>Date</th>
<th>Buyer</th>
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<tbody>
<tr>
<td>2/12/18</td>
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<thead>
<tr>
<th>Date</th>
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<tr>
<td>2-14-18</td>
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<tr>
<th>Date</th>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
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<thead>
<tr>
<th>Date</th>
<th>Chairman's Office (Decision Memos Over $25,000)</th>
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**2018 FEB - 8 PM 2:46**

**RECEIVED**

**Packet Pg. 185**
### Request for Change Order

**Procurement Services Division**  
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #:</th>
<th>2547-1 SERV</th>
<th>Original Purchase Order Date:</th>
<th>Dec 14, 2016</th>
<th>Change Order #:</th>
<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name:</td>
<td>Brown and Root Industrial Services, LLC</td>
<td>Vendor #:</td>
<td>26144</td>
<td>Department:</td>
<td>Facilities Management</td>
</tr>
<tr>
<td>Dept Contact:</td>
<td>Katie Bofa</td>
<td>Background and/or Reason for Change Order Request:</td>
<td>Change order to decrease line 2 $174,754.42 and close contract.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

- [ ] (A) Were not reasonably foreseeable at the time the contract was signed.
- [ ] (B) The change is germane to the original contract as signed.
- [ ] (C) Is in the best interest for the County of DuPage and authorized by law.

#### INCREASE/DECREASE

<p>| | |</p>
<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (D+D/A)(60% maximum on construction contracts)</td>
</tr>
</tbody>
</table>

#### DECISION MEMO NOT REQUIRED

- [ ] Cancel entire order
- [ ] Close Contract
- [ ] Contract Extension (29 days)
- [ ] Consent Only
- [ ] Change budget code from: _______________ to: _______________
- [ ] Increase/Decrease quantity from: _______________ to: _______________
- [ ] Price shows: _______________ should be: _______________
- [ ] Decrease remaining encumbrance and close contract
- [ ] Increase encumbrance and close contract
- [ ] Decrease encumbrance
- [ ] Increase encumbrance

#### DECISION MEMO REQUIRED

- [ ] Increase (greater than 29 days) contract expiration from: _______________ to: _______________
- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- [ ] Funding Source _______________
- [ ] OTHER - explain below:

<table>
<thead>
<tr>
<th>KB</th>
<th>5695</th>
<th>Phone Ext</th>
<th>Feb 7, 2018</th>
<th>Date</th>
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<td></td>
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<td>Date</td>
<td></td>
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<tr>
<td>x 681B</td>
<td>2-B-2018</td>
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### REVIEWED BY (Initials Only)

**Buyer**  
Date: 2-13-18  
Procurement Officer  
Date: 2-14-18

**Chief Financial Officer**  
(Decision Memos Over $25,000)  
Date: 2-14-18  
Chairman's Office  
(Decision Memos Over $25,000)  
Date: 2-14-18

**FINANCE**  
2018 FEB-8 PM 2:417

**CONSENT AGENDA**  
FEB 2 7 2018  
CONSENT AGENDA
**Request for Change Order**  
**Procurement Services Division**  
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2312-1 SERV</th>
<th>Original Purchase Order Date: May 11, 2016</th>
<th>Change Order #: 2</th>
<th>Department: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Brown and Root Industrial Services, LLC</td>
<td>Vendor #: 26144</td>
<td>Dept Contact: Katie Boffa</td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**  
Change order to decrease line 2 $27,687.59 and close contract.

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

- [x] (A) Were not reasonably foreseeable at the time the contract was signed.  
- [ ] (B) The change is germane to the original contract as signed.  
- [ ] (C) Is in the best interest for the County of DuPage and authorized by law.

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>250,000.00</td>
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<tr>
<td>B Net $ change for previous Change Orders</td>
<td>0.00</td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>250,000.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>Decrease</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>222,312.41</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-11.08%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (9+D/A) (60% maximum on construction contracts)</td>
<td>-11.08%</td>
</tr>
</tbody>
</table>

### DECISION MEMO NOT REQUIRED

- [ ] Cancel entire order  
- [ ] Close Contract  
- [ ] Contract Extension (29 days)  
- [x] Consent Only

### DECISION MEMO REQUIRED

- [ ] Increase (greater than 29 days) contract expiration from:  
  to:  
- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount  
  Funding Source  
- [ ] OTHER - explain below:

**KB\_5695**  
Prepared By (Initials): [Signature]  
Phone Ext: [5695]  
Feb 7, 2018  
Recommended for Approval (Initials): [Signature]  
Phone Ext: [6818]  
Date: 2-8-2018

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
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<th>Date</th>
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<tbody>
<tr>
<td>[Signature]</td>
<td>2-13-18</td>
<td>2-14-18</td>
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</table>

**Chief Financial Officer**  
(Decision Memos Over $25,000)

Date: 2-18-16  
[Signature]  
Chairman's Office  
(Decision Memos Over $25,000)
Request for Change Order
Procurement Services Division

Attach copies of all prior Change Orders

Purchase Order #: 2287-1 SERV  |  Original Purchase Order Date: Feb 11, 2015  |  Change Order #: 4  |  Department: Facilities Management

Vendor Name: Brown and Root Industrial Services, LLC  |  Vendor #: 26144  |  Dept Contact: Katie Boffa

Background and/or Reason for Change Order Request: Change order to decrease line 1 $1,099.42, line 2 $72,605.14 and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

☐ (A) Were not reasonably foreseeable at the time the contract was signed.
☐ (B) The change is germane to the original contract as signed.
☐ (C) Is in the best interest for the County of DuPage and authorized by law.

<table>
<thead>
<tr>
<th>INCREASE/DECREASE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$365,000.00</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td>$0.00</td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$365,000.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>Decrease ($73,704.56)</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$291,295.44</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-20.19%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A) (60% maximum on construction contracts)</td>
<td>-20.19%</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

☐ Cancel entire order  ☐ Close Contract  ☐ Contract Extension (29 days)  ☐ Consent Only

☐ Change budget code from: to:

☐ Increase/Decrease quantity from: to:

☐ Price shows: should be:

☒ Decrease remaining encumbrance and close contract  ☐ Increase encumbrance and close contract  ☐ Decrease encumbrance  ☐ Increase encumbrance

DECISION MEMO REQUIRED

☐ Increase (greater than 29 days) contract expiration from: to:

☐ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount  ☐ Funding Source

☐ OTHER - explain below:

KB 5695  Feb 7, 2018  2-8-2018
Prepared By (Initials)  Phone Ext  Date  Recommended for Approval (Initials)  Phone Ext  Date

REVIEWED BY (Initials Only)

Buyer  2-13-18  gm  2-14-18
Date  Procurement Officer  Date

Chief Financial Officer  2018 FEB 8 PM 2:16
(Decision Memos Over $25,000)  Date  Chairman's Office  (Decision Memos Over $25,000)  Date

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
Request for Change Order  
Procurement Services Division  
Attach copies of all prior Change Orders  

<table>
<thead>
<tr>
<th>Purchase Order #:2311-1 SERV</th>
<th>Original Purchase Order Date:</th>
<th>Change Order #: 3</th>
<th>Department: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Brown and Root Industrial Services, LLC</td>
<td>Vendor #: 26144</td>
<td>Dept Contact: Katie Boffa</td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**
Change order to decrease line 1 $26,675.84 and close contract.

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

- [x] (A) Were not reasonably foreseeable at the time the contract was signed.
- [ ] (B) The change is germane to the original contract as signed.
- [ ] (C) Is in the best interest for the County of DuPage and authorized by law.

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
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</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$100,000.00</td>
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<tr>
<td>B Net $ change for previous Change Orders</td>
<td>$0.00</td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$100,000.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td><strong>Decrease</strong> $26,675.84</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$73,324.16</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-25.68%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B + D/A) (60% maximum on construction contracts)</td>
<td>-25.68%</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

- [ ] Cancel entire order
- [ ] Close Contract
- [ ] Contract Extension (29 days)
- [x] Consent Only

**DECISION MEMO REQUIRED**

- [ ] Increase (greater than 29 days) contract expiration from: 
  
- [ ] Increase $2,500.00, or ≥ 10%, of current contract amount
- [ ] Funding Source
- [ ] OTHER - explain below:

**KB 5695**

<table>
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<tr>
<th>Prepared By (Initials)</th>
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<th>Date</th>
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<td>gm</td>
<td>2-13-18</td>
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<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
<th>Chairman's Office (Decision Memos Over $25,000)</th>
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**2018FEB-8 P# 2-46**

**Received**

**CONSENT AGENDA**

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Form optimized for Acrobat and Adobe Reader version 9 or later.
## Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #</th>
<th>Original Purchase Order Date</th>
<th>Change Order #</th>
<th>Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>1919-0001-SERV</td>
<td>Jun 28, 2016</td>
<td>3</td>
<td>IT</td>
</tr>
</tbody>
</table>

**Vendor Name:** Graybar Electric Company, Inc.  
**Vendor #:** 10124  
**Dept Contact:** Wendi Wagner

**Background and/or Reason for Change Order Request:**

To decrease & close the contract.

---

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

- [X] (A) Were not reasonably foreseeable at the time the contract was signed.
- [ ] (B) The change is germane to the original contract as signed.
- [ ] (C) Is in the best interest for the County of DuPage and authorized by law.

### INCREASE/DECREASE

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<tr>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
</tr>
</tbody>
</table>
| D | Amount of this Change Order | [ ] Increase  [X] Decrease  
|   |   | **($27,432.84)** |
| E | New contract amount (C + D) | **$222,567.16** |
| F | Percent of current contract value this Change Order represents (D / C) | -10.97% |
| G | Cumulative percent of all Change Orders (B+D/A); 60% maximum on construction contracts | -10.97% |

### DECISION MEMO NOT REQUIRED

- [ ] Cancel entire order
- [ ] Close Contract
- [ ] Contract Extension (29 days)
- [ ] Consent Only

- [ ] Change budget code from:  
- [ ] to:  

- [ ] Increase/Decrease quantity from:  
- [ ] to:  

- [ ] Price shows:  
- [ ] should be:  

- [ ] Decrease remaining encumbrance and close contract

### DECISION MEMO REQUIRED

- [ ] Increase (greater than 29 days) contract expiration from:  
- [ ] to:  

- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- [ ] Funding Source  

- [ ] OTHER - explain below:

---

**SG** 5037  
**Prepared By (Initials):**  
**Phone Ext:**  
**Date:** Feb 7, 2018  
**Recommended for Approval (Initials):**  
**Phone Ext:**  
**Date:**

**REVIEWED BY (Initials Only):**

**Buyer:**  
**Date:**  
**Procurement Officer:**  
**Date:**  

**Chief Financial Officer**  
(Decision Memos Over $25,000)  
**Date:**  
**Chairman's Office**  
(Decision Memos Over $25,000)  
**Date:**

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**Packet Pg. 190**

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**Attachment:** Consent Agenda 2-27-18  
(17-18-321 : Consent Agenda 2-27-18)
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Purchase Order #: 2193-0001-SERV
Original Purchase Order Date: Dec 1, 2012
Change Order #: 1
Department: IT
Vendor Name: Emphasys Computer Solutions
Vendor #: 13555
Dept Contact: Deborah Hanson

Background and/or Reason for Change Order Request:
This change order will correct the fiscal year breakdown of the contract, as per the attached purchase requisition. We will need to extend the contract through through 11/30/2020.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

☐ (A) Were not reasonably foreseeable at the time the contract was signed.
☒ (B) The change is germane to the original contract as signed.
☐ (C) Is in the best interest for the County of DuPage and authorized by law.

<table>
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<tr>
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</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
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<tr>
<td>B Net $ change for previous Change Orders</td>
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<tr>
<td>C Current contract amount (A + B)</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (E-D/A); 60% maximum on construction contracts</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

☐ Cancel entire order
☐ Close Contract ☐ Contract Extension (29 days) ☐ Consent Only
☐ Change budget code from: to:
☐ Increase/Decrease quantity from: to:
☐ Price shows: should be:
☐ Decrease remaining encumbrance and close contract
☐ Increase encumbrance and close contract
☐ Decrease encumbrance ☐ Increase encumbrance

DECISION MEMO REQUIRED

☒ Increase (greater than 29 days) contract expiration from: Nov 30, 2017 to: Nov 30, 2020
☐ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount ☐ Funding Source
☐ OTHER - explain below:

SJG 5037 5037
Prepared By (Initials) Phone Ext Date
Feb 13, 2018

REVIEWED BY (Initials Only)

2/14/18 2/15/18 2/16/18
Buyer Procurement Officer Chairman's Office
Date Date Date

Chief Financial Officer (Decision Memos Over $25,000)
Date

Chairman's Office (Decision Memos Over $25,000)
Date

CONSENT AGENDA
FEB 27 2018
Rev 1.6
12/21/17
Packet Pg. 191

### Decision Memo

**Procurement Services Division**

This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

<table>
<thead>
<tr>
<th>Requesting Department: Information Technology</th>
<th>Department Contact: Deborah Hanson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:Deborah.Hanson@dupageco.org">Deborah.Hanson@dupageco.org</a></td>
<td>Contact Phone: 630-407-5036</td>
</tr>
<tr>
<td>Vendor Name: Emphasis Computer Solutions</td>
<td>Vendor #: 13555</td>
</tr>
</tbody>
</table>

**Date:** Feb 13, 2018  
**MinuteTraq (IQM2) ID #:** 12013  
**Department Requisition #:**

#### Action Requested

Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Change order to correct the fiscal year breakdown of the contract, as per the attached purchase requisition. We will need to extend the contract through 11/30/2020.

#### Summary Explanation/Background

Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

In 2012, the County Board approved a contract with Emphasis for software maintenance and support for the Symplo Treasury software for the ERP. The vendor never billed the County for the first two years of the contract. After discussing the billing issue with the vendor, we are adjusting the maintenance period to extend two more years, as it is within the original terms. We will then adjust the fiscal year breakdown on the vendor agreement to reflect this change.

#### Strategic Impact

Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

**Customer Service**

Keeping software and systems functioning ensures that financial accounts are managed responsibly and accurately.

#### Source Selection/Vetting Information

Describe method used to select source.

This contract was originally put out to bid with the rest of the ERP project in 2011, per P11-006.

#### Recommendations/Alternatives

Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1. Extend the contract with the new maintenance and support schedule.  
2. Do not extend contract.

#### Fiscal Impact/Cost Summary

Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

We will need to budget this maintenance out of 1000-1110-53807 as follows:  
FY19 - $20,837.00  
FY20 - $21,879.00
**Request for Change Order**

**Procurement Services Division**

Attach copies of all prior Change Orders

**Purchase Order #:** 2817-0001-SERV  
**Original Purchase Order Date:**  
**Change Order #:** 1  
**Department:** IT  
**Vendor Name:** SWC Technology Partners, Inc.  
**Vendor #:** 12529  
**Dept Contact:** Wendi Wagner

**Background and/or Reason for Change Order Request:**

We contracted with SWC Technology Partners, Inc. to assist us with consolidating and decommissioning our on-premises Exchange servers. This project was scheduled to be completed by 11/30/17, however due to unforeseen changes that needed to be made to a number of internal applications before we could fully decommission, we need to extend the time line for this project into FY18.

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

- [ ] (A) Were not reasonably foreseeable at the time the contract was signed.
- [ ] (B) The change is germane to the original contract as signed.
- [ ] (C) Is in the best interest for the County of DuPage and authorized by law.

### INCREASE/DECREASE

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
</tr>
</tbody>
</table>

### DECISION MEMO NOT REQUIRED

- [ ] Cancel entire order
- [ ] Close Contract
- [ ] Contract Extension (29 days)
- [ ] Consent Only
- [ ] Change budget code from:  
- [ ] to:  
- [ ] Increase/Decrease quantity from:  
- [ ] to:  
- [ ] Price shows:  
- [ ] should be:  
- [ ] Decrease remaining encumbrance and close contract
- [ ] Increase encumbrance and close contract
- [ ] Decrease encumbrance
- [ ] Increase encumbrance

### DECISION MEMO REQUIRED

- [ ] Increase (greater than 29 days) contract expiration from: Nov 30, 2017 to: Mar 15, 2018
- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- [ ] Funding Source
- [ ] OTHER - explain below:

  Open contract in FY18

---

**SJC**  5037  Feb 16, 2018  
**Prepared By (Initials):** [Signature]  
**Phone Ext:**  
**Date:**  
**Recommended for Approval (Initials):** [Signature]  
**Phone Ext:**  
**Date:**

**REVIEWED BY (Initials Only):**

- **Buyer:** [Signature]  
  **Date:** 2/16/18  
  **Procurement Officer:** [Signature]  
  **Date:** 2/16/18

- **Chief Financial Officer (Decision Memos Over $25,000):** [Signature]  
  **Date:** 2/20/18  
  **Chairman’s Office (Decision Memos Over $25,000):** [Signature]  
  **Date:** 2/21/18

---

**Rev 1.6**

Packet Pg. 193
## Decision Memo

**Procurement Services Division**

This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

<table>
<thead>
<tr>
<th>Requesting Department: Information Technology</th>
<th>Department Contact: Wendi Wagner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:wendi.wagner@dupageco.org">wendi.wagner@dupageco.org</a></td>
<td>Contact Phone: 630-407-5064</td>
</tr>
<tr>
<td>Vendor Name: SWC Technology Partners, Inc.</td>
<td>Vendor #: 12529</td>
</tr>
</tbody>
</table>

### Action Requested
- Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Extend the expiration date of PO to March 15, 2018, with no increase in cost.

### Summary Explanation/Background
- Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

We contracted with SWC Technology Partners, Inc. to assist us with consolidating and decommissioning our on premises Exchange servers. This project was scheduled to be completed by 11/30/17, however due to unforeseen changes that needed to be made to a number of internal applications before we could fully decommission, we have needed to extend the time line for this project into FY18.

### Strategic Impact

- **Financial Planning**
  - Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

  This reduces the cost of licensing and hardware support for the email system.

### Source Selection/Vetting Information
- Describe method used to select source.

SWC Technology Partners originally installed the Exchange servers in our environment and also assisted with the migration to Office 365. They are very familiar with the setup. Using another consultant would require more investigation and planning time and costs. Additionally, the delay has occurred due to changes to applications that our staff needed to make, not due to any issues with the consultant’s time.

### Recommendations/Alternatives
- Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

We recommend contracting with SWC Technology Partners due to their expertise and knowledge of our environment.

### Fiscal Impact/Cost Summary
- Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

<table>
<thead>
<tr>
<th>Budget Item</th>
<th>Amount</th>
<th>Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>$4,590.00 out of FY18</td>
<td>Professional Services 1000-1110-53020</td>
<td></td>
</tr>
</tbody>
</table>
Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Company Name: SWC Technology Partners
Contact Phone: 630-286-8121
Company Contact: Mike Gedville
Contact Email: mike.gedville@swc.com

Bid/Contract/PO #: __________

Date: Nov 15, 2017

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to the Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☐ NONE (check here) - If no contributions have been made

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

☐ NONE (check here) - If no contacts have been made

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature

Signature on File

Printed Name Mike Gedville
Title Reselling Manager
Date Nov 15, 2017

Attach additional sheets if necessary. Sign each sheet and number each page. Page ________ of ________ (total number of pages)
Resolution
CB-R-0083-18

APPOINTMENT OF MATTHEW R. RASCHE, SR.
TO THE DUPAGE COUNTY BOARD OF REVIEW

WHEREAS, Daniel J. Cronin has submitted to the County Board his appointment of Matthew R. Rasche, Sr. to be a Member of the Board of Review; and

WHEREAS, such appointment requires the advice and consent of the County Board under 35 ILCS 200/6-5.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of Matthew R. Rasche, Sr. as a Member of the Board of Review for a term expiring May 31, 2018; and

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

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this resolution to: Matthew R. Rasche, Sr. and the Supervisor of Assessments.

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

__________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: __________________________
PAUL HINDS, COUNTY CLERK
NOTICE OF APPOINTMENT

By the power vested in me under 35 ILCS 200/6-5, I, Daniel J. Cronin, as presiding officer of the DuPage County Board, do hereby appoint Matthew R. Rasche, Sr. to be a Member of the Board of Review for a term expiring May 31, 2018.

I hereby submit this appointment to the County Board for its advice and consent this 27th day of February, 2018.

_________________________________
Daniel J. Cronin, Chairman
DuPage County Board
DU PAGE COUNTY
APPLICATION FORM FOR APPOINTMENT

Name of Board or Agency you are interested in appointment to: Board of Review - Alternate

Have you ever served on this Board or Agency before? No

Personal Information

<table>
<thead>
<tr>
<th>Last Name: Rasche</th>
<th>First Name: Matthew</th>
<th>Middle Initial:</th>
<th>Date of Birth:</th>
</tr>
</thead>
</table>

E-mail Address: 

Present Permanent Address:  
City: Naperville  
State: IL  
Zip Code: 60564

County: DuPage

Home Phone:  
Alternate Phone: 

Educational Information

Name and Address of High School Attended: Naperville North High School - 699 W Mill Street - Naperville, IL 60563

Date of Graduation: 2005

<table>
<thead>
<tr>
<th>College/University</th>
<th>Name and Location of School</th>
<th>Degree Earned</th>
<th>Date of Graduation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northern Illinois University - Dekalb, Illinois</td>
<td>Studied Finance and Economics</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>College/University</th>
<th>Name and Location of School</th>
<th>Degree Earned</th>
<th>Date of Graduation</th>
</tr>
</thead>
</table>

Employment & Professional History

Please list current & previous employers.

<table>
<thead>
<tr>
<th>Employer's Name: Patrick Commercial Real Estate, LLC</th>
<th>Mailing Address: 501 W Washington, Suite 220 - Naperville, IL 60560</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone No.: 630-922-5805</td>
<td>Position Held: Commercial Real Estate Advisor</td>
<td>Employment Dates: Start: 10/1/13</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employer's Name: Coldwell Banker Commercial NRT</th>
<th>Mailing Address: 2215 S lampasas Road, Suite 110 - Northbrook, IL 60062</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone No.: (847) 213-5546</td>
<td>Position Held: Commercial Real Estate Advisor</td>
<td>Employment Dates: Start: 11/30/12</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employer's Name: KW Commercial Metropolitan</th>
<th>Mailing Address: 676 N Michigan, Suite 310, Chicago, IL 60611</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone No.: (312) 961-5000</td>
<td>Position Held: Managing Director</td>
<td>Employment Dates: Start: 9/1/10</td>
</tr>
</tbody>
</table>

Please list any professional certifications you hold:

I currently hold an Illinois Managing Real Estate Broker license as well as an Illinois Managing Auctioneer license.
# DU PAGE COUNTY
APPLICATION FORM FOR APPOINTMENT

## Additional Information
Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.

I believe that my 10 years experience in the commercial real estate industry will be an asset to the Board of Review in hearing various commercial matters. Additionally, I feel my participation in the Board of Review will be a way to apply my knowledge to the betterment of my community.

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are you a lobbyist registered with the State of Illinois?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are you (or your spouse) an elected official?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are you (or your spouse) a government employee?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Volunteer Board & Community Participation History
Please summarize any community involvement and list any government, non-profit or private sector boards on which you currently or previously served as a board member or volunteer.

<table>
<thead>
<tr>
<th>Organization Name</th>
<th>Participation Dates: Start:</th>
<th>End:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Catholic Charities Diocese of Joliet</td>
<td>2015</td>
<td>present</td>
</tr>
<tr>
<td>Activities</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Actively support various fundraisers and attended in the sale of their diocesan headquarters</td>
<td></td>
</tr>
<tr>
<td>Nopmraids Respond for Our Veterans</td>
<td>2014</td>
<td>present</td>
</tr>
<tr>
<td>Activities</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Actively support various fundraisers and donation initiatives</td>
<td></td>
</tr>
<tr>
<td>Operation Cigars for Warriors</td>
<td>2013</td>
<td>2018</td>
</tr>
<tr>
<td>Activities</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>solicited donation of cigars to be sent to troops stationed overseas in the middle east</td>
<td></td>
</tr>
</tbody>
</table>

## Conviction Information
Have you ever been convicted of a criminal offense?: No

If so, date and location:

Nature of Conviction:

Disposition:

By checking this box and submitting this application, I hereby certify that the foregoing responses are true, accurate and complete. I agree that any misstatement, misrepresentation, or omission of fact may result in my immediate disqualification for appointment. I authorize DuPage County to review my credit and criminal history, and/or to request more information about my background.

"As a condition of the appointment I will have, at the time of my appointment, or as soon thereafter as possible, filed with the County Clerk a Statement of Economic Interest in accordance with the Illinois Governmental Ethics Act."

Date: 3/10/17

Date of Signature: [redacted]

Packet Pg. 199
MATTHEW R RASCHE
1350 NORMANTOWN RD
NAPERVILLE, IL  60564-

Statewide Board of Review Examination Grade Notification Letter

I am pleased to inform you that you have passed the Statewide Board of Review examination. Please note that this is not the IDOR Board of Review Basic Course examination and grade.

Congratulations!

Your score on this examination was 86%.

In accordance with Chapter 1, Part 110-115 of 86th Illinois Administrative code, a passing score remains valid for a period of three years from the date of the examination or as long as the board of review member remains in continuous service (barring the retaking and failure of the examination before the three year period expires.)

If you have any questions, our contact information is listed above.

Adrianne Suite Bailey  2/8/2017
Authorized Signature  Exam Date

PTAX-1088 (N-08/15)
Resolution
FI-R-0079-18

RATIFICATION OF DECISION IN THE INTEREST ARBITRATION BETWEEN THE COUNTY OF DU PAGE, THE DU PAGE COUNTY SHERIFF AND METROPOLITAN ALLIANCE OF POLICE (MAP), DU PAGE COUNTY SHERIFF’S POLICE CHAPTER 126

WHEREAS, the Illinois Public Employee Labor Relations Act (5 ILCS 315/1 et seq.) has established regulations regarding union recognition and collective bargaining with a union in the State of Illinois, and

WHEREAS, an Interest Arbitration was conducted between the County of DuPage, the DuPage County Sheriff and MAP, DuPage County Sheriff’s Policy Chapter 126, which arbitration was concluded with an Arbitration Award entered on January 17, 2018;

WHEREAS, a contract award was made by the Arbitrator, which included terms awarded by the Arbitrator as well as contract terms which were negotiated in good faith and agreed to by the County of DuPage, the DuPage County Sheriff and MAP, DuPage County Sheriff’s Police Chapter No. 126, this Award and Contract are attached hereto and incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED that the County Board does accept and ratify and otherwise approves the Award and Contract attached hereto between the County of DuPage, the DuPage County Sheriff and MAP, DuPage County Sheriff’s Police Chapter No. 126; and

BE IT FURTHER RESOLVED that the County Board Chairman be authorized to execute said contract on behalf of the County; and

BE IT FURTHER RESOLVED that the County Clerk transmit a copy of this resolution to the Human Resources Department, County Board Office, the DuPage County Sheriff, the State’s Attorney, the Auditor, Arbitrator Brian Clauss and Michael Durkin.

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
AGREEMENT

Between

DU PAGE COUNTY SHERIFF AND COUNTY OF DU PAGE

and

METROPOLITAN ALLIANCE OF POLICE,
DU PAGE POLICE, CHAPTER #126
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PREAMBLE

This Collective Bargaining Agreement is made and entered into by and between the County of DuPage and the DuPage County Sheriff (hereinafter collectively referred to as the “Employer”) and the Metropolitan Alliance of Police on behalf of Chapter #126 (hereinafter referred to as either the “Union” or “MAP”).

It is the intention and purpose of this Agreement to set forth the parties’ entire agreement with respect to wages, hours of work, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement (hereinafter referred to as “Employees”), as required by the Illinois Public Labor Relations Act. The parties acknowledge their mutual desire to foster harmonious relations between the Employer, the Union, and the Employees represented by this Agreement and to establish equitable and peaceful procedure for the resolution of differences, to prevent interruptions of work and interference with efficient operation of the Sheriff, and to provide an orderly and prompt method for resolving grievances of the Employees.
ARTICLE I - RECOGNITION

Section 1.1 - Represented Unit

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages, hours of work, and other conditions of employment as determined by law for employees in the bargaining unit described below, and in compliance with such certification. The bargaining unit consists of all full-time employees as follows certification issued by the Illinois State Labor Relations Board on March 23, 2006, in case No. S-RC-05-153:

- **Included:** All Deputy Sheriffs below the rank of sergeant in the Sheriff's Administrative Bureau, Law Enforcement Bureau, Fugitive Apprehension Unit within the Corrections Bureau, School Liaison Unit, Gang Suppression/Problem Investigation Unit, DuPage County Metropolitan Enforcement Group (DuMEG) Consortium, Beat Auto Theft Through Law Enforcement (BATTLE) Consortium and Court Security Officers, as provided in 55 ILCS 5/3-6012.1.

- **Excluded:** Deputy Sheriffs below the rank of sergeant employed by the County of DuPage and the Sheriff of DuPage County in the Sheriff's Correction Bureau in positions in the County Jail, the Sheriff's Work Alternative Program, the Young Adult Work Camp, the Periodic Imprisonment Unit, the Corrections Transport Unit and the Release and Detention (R&D) unit; Deputy Sheriffs of the rank of sergeant and above; all civilian and non-peace officer employees of the Sheriff's Office, and all other employees of the County of DuPage and Sheriff of DuPage County.

The term “employee” as used in this Agreement shall only refer to employees who are specifically included in the above-described bargaining unit.

Section 1.2 - Gender

Whenever the male gender is used in this Agreement, it shall be construed to include male and female employees covered by this Agreement.
Section 1.3 - Definitions and Acronyms

A. Patrol Division Definitions.
The following terms shall have the definitions ascribed to them as follows:

*Team* – a work group composed of Deputy Sheriffs and headed by a Sergeant.
*Work Schedule* – the specific hours of work assigned to a team.
*Shift* – synonymous with Work Schedule; the specific work hours assigned to a team.
*Watch* – a group of employees typically made up of two teams, with overlapping work schedules and headed by a Watch Commander.

B. Acronyms for the Law Enforcement Bureau.
The following acronyms shall ascribe the following terms:

BATTLE – Beat Auto Theft Through Law Enforcement (no longer exists)
CRU – Community Resource Unit (Neighborhood Liaison Officer – NLO is included in the CRU)
DRT – Duty Reduction Time
DuMEG – DuPage Metropolitan Enforcement Group
FIU – Forensic Investigations Unit
FTO – Field Training Officer
HDU – Hazardous Devices Unit (aka Bomb Squad)
K9 – Canine Unit
SWAT/Special Ops – Special Weapons and Tactics (aka Special Operations Unit)
TNT-22 – Tactical Narcotics Team – 22 (aka SR-22 or TNT)
TWP – Township Deputy
ARTICLE II – MANAGEMENT RIGHTS

Section 2.1 - Rights Residing in Management

The Sheriff retains all traditional, statutory, and constitutional rights and authority to manage and operate the Sheriff's Office. Except as agreed by the Sheriff in a specific provision set forth in this agreement, the rights retained by the Sheriff include but are not limited to the sole and exclusive management rights to:

- plan, direct, control, and determine all functions, operations, standards and services;
- supervise, direct and evaluate employees;
- establish the qualifications for employment and employ employees;
- establish work rules, work schedules, work assignments and assign such to employees so long as such action is neither arbitrary nor capricious;
- hire, promote, transfer, schedule, and assign employees in positions and to create, combine, modify, and eliminate positions within the Sheriff's Office, so long as it is not in violation of Article V of this agreement;
- suspend, demote, discharge, and take other disciplinary action against employees for just cause (with the exception of probationary employees, who may be discharged without cause);
- establish reasonable work and productivity standards and, from time to time, amend such standards;
- determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement;
- assign overtime, and determine the number of hours of work and shifts per week;
- contract out for goods and services;
- maintain efficiency of operations and services of the Sheriff's Office;
- take whatever action is necessary to comply with State and Federal law;
- secure, change or eliminate methods, equipment, and facilities for the improvement of operation;
n) determine the kinds and amounts of services to be performed as it pertains to operations, and the number and kind of classifications to perform such services, to include revision, combination, addition or elimination of job classifications;
o) determine the methods, means, organization and personnel by which operations are to be conducted to include services and staffing requirements by program, unit, and division;
p) determine the standards of professionalism required of the employees, and from time to time, to change those standards;
q) take whatever action is necessary to continue operations and functions in emergency situations;
r) establish and implement a budget;
s) make, alter and enforce rules, regulations, orders and policies and other management rights as enumerated above so long as such action is neither arbitrary nor capricious.
ARTICLE III- UNION RIGHTS AND RESPONSIBILITIES

Section 3.1 - Labor/Management Meetings

For the purpose of maintaining communications between labor and management in order to cooperatively discuss and solve problems of mutual concern that do not involve negotiations, the parties hereby agree that upon the request of either party there shall be labor-management meetings, and such meetings shall be scheduled at a time, place and date mutually agreed upon, not to exceed four (4) meetings per year, unless agreed otherwise. The party calling the meeting shall prepare and submit an agenda one week prior to the scheduled meeting. If there is no agenda prepared and submitted by the requesting party, there shall be no meeting. Minutes shall be taken and forwarded to the parties.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at labor-management meetings nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings. Attendance at labor-management meetings shall be voluntary on the employee's part, and attendance during such meetings hours shall not be considered as time worked for compensation purposes.

Section 3.2 - Time Off for Union Activities

Up to two (2) Union Stewards shall be allowed reasonable time off without pay to attend legitimate Union business meetings such as Union meetings, State or Area wide Union committee meetings, Union training sessions, or State or International conventions, provided that each such representative shall give at least four (4) weeks advance notice to his/her supervisor, the Sheriff, or designee, of such absence. Such request for time off shall be allowed if it does not interfere with the operating needs of the Employer or cause overtime where overtime can be avoided. Upon approval, the employee may utilize any accumulated vacation or compensatory time in lieu of taking such leave without pay.
Section 3.3 - Union Bulletin Boards

Union bulletin boards shall be for the sole and exclusive use of the Union. The Union will not permit posting of any material on any bulletin board which is derogatory or inflammatory in nature toward the Employer, DuPage County or its agents. The Employer reserves the right to remove any inappropriate material. Differences over such content shall be subject to the grievance procedure. The current boards posted shall remain in place for the duration of this contract, except that the Employer shall move the bulletin board currently located in the hallway in the Patrol Squad Room. The Employer shall designate a portion of the bulletin board in the Detective Division for use by and for the Union.

Section 3.4 - Designation of Stewards

The Union shall provide the Employer with a written designation of Union Stewards for the Bargaining Unit, and shall keep the written designation current if changes in the Steward’s designation are made. The Union shall notify the Employer, in writing, of any changes in the designations of Union Stewards, as soon as practicable.

Section 3.5 - Union Duty of Fair Representation

The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit, per the Illinois Public Labor Relations Act.

Section 3.6 - Union Activity During Working Time

Employees shall not engage in union activity during their working time without the express permission of the Sheriff or his designee, and such permission shall not be unreasonably withheld. Where the Sheriff or designee requests a meeting at which an employee Union representative(s) is requested to be present, the employee Union representative(s) will be compensated for the time spent in such meeting if the employee Union representative(s) would otherwise be working for the Sheriff.


**Section 3.7 - Access to Premises by Union Representative**

Up to two (2) non-employee representatives of the union shall, upon prior notice, be granted access to the premises of the Employer upon the following conditions:

1) At least two (2) hours advance notice to the Sheriff or his designee is provided prior to the visit;
2) The visit is limited to a location or space provided or approved by the Sheriff or designee;
3) The access is subject to reasonable monitoring by the Sheriff or designee;
4) The visit does not disrupt the operations of the Office, employees who are working, or other persons having business with the Sheriff’s office, and;
5) The visit is limited to no more than forty-five (45) minutes in duration unless the meeting is called at the request of the Employer or is otherwise agreed upon.

**Section 3.8 - Information Provided to Union**

Within ten (10) calendar days of the execution of this Agreement, the Employer shall provide to the Union in writing the following information concerning bargaining unit members:

- name;
- position;
- date of hire in the Sheriff’s Office;
- wage rate;
- home address

In addition, the Employer will notify the Union annually of any additions to or deletions from the bargaining unit or any changes to the above stated information made known to the Employer.

**Section 3.9 - Distribution of Literature**

There shall be no distribution of Union literature on the Employer’s premise except that Union literature may be posted on the Union Bulletin Board or in employee mailboxes in accordance
with the requirements of Section 3.3. Any equipment belonging to the Employer, such as but not limited to radios, pagers, cell phones, vehicles, photocopy machines and microcomputers, shall not be used for personal use or Union activity or business. Employees shall have no expectation of privacy for email or voicemail communications, or mailbox materials.

**Section 3.10 - Union Orientation**

The Union shall be allowed a reasonable time (not to exceed fifteen (15) minutes) to conduct its orientation as part of the orientation program for new bargaining unit members. Such attendance by employees shall be on a voluntary basis and without loss of pay for the employees involved.

**Section 3.11 - Promotions and Suspensions**

The employer shall provide to the Union on a quarterly basis a list of all employees covered by this Agreement who have been promoted or suspended.
ARTICLE IV- UNION SECURITY

Section 4.1 - Dues Deduction

Upon receipt of a lawful written authorization, signed by the employees covered by this Agreement, in a form agreed upon by the Union and the Employer, the Employer agrees to deduct from the employee’s paycheck the regular uniform Union membership dues and/or local chapter dues, during the term of this Agreement. The dues shall be forwarded to the individual(s) designated by the Union to receive deductions within thirty (30) days of the date of the deduction. The regular uniform Union membership amount to be deducted, which will be the same dollar amount for each employee in order to ease the Employer’s burden in administering this provision, will be certified in writing by the Union to the Employer. This amount may be changed by the Union once each year upon prior written notice to the Employer. The aggregate deductions of all employees and a list of their names, addresses, job titles, and employee numbers shall be remitted monthly to the Union at the address designated in writing to the Employer by the Union.

The Employer shall work with the Union to establish a Local Chapter dues deduction in the amount of $1.00 per pay period per dues deduction authorization, to be provided by the Local Chapter, along with their regular Union membership dues.

Section 4.2 - Fair Share

Pursuant to Section 3(g) of the Illinois Public Labor Relations Act, the Union certified proportionate share, which shall not exceed the amount of dues uniformly required of members, shall be deducted from the earnings of the non-member employees. The amount so deducted shall be remitted monthly to the Union. The Union shall advise the Employer of any increase in this fee in writing at least thirty (30) days prior to its effective date.
Section 4.3 - Indemnification

The Union shall indemnify and hold the Employer and its agents harmless against any claim, demand, suit, or liability arising from any action taken by the Employer in complying with this Article except when the employer initiates or prosecutes such action.
ARTICLE V- NON-DISCRIMINATION

Section 5.1 - Prohibition Against Discrimination – Public Relations Act

The Union and the Employer agree that no employee shall be discriminated against, intimidated, restrained, or coerced in the exercise or any rights granted under the Illinois Public Relations Act or by this Agreement or lawful activities on behalf of the Union or Employer.

Section 5.2 - Prohibition Against Discrimination – EEO

In accordance with applicable law, neither the Employer nor the Union will discriminate against any employee covered by this Agreement in a manner prohibited by law because of race, color, creed, religion, national origin, ancestry, sex, age, marital status, political belief, veteran status, or sensory, mental or physical disability.

Section 5.3 - Prohibition Against Discrimination – Union Memberships

Neither the Employer nor the Union shall interfere with the right of employees covered by the Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of Union membership or non-membership or the exercise of their lawful rights. Neither the Employer nor the Union shall discriminate, intimidate, restrain, or coerce any employee granted rights by law or by this Agreement.

Section 5.4 - Grievances

The parties agree that any violation of Section 5.2 of this Article may be grieved and processed though the last step in the Grievance Procedure prior to arbitration, but no further.
ARTICLE VI- SENIORITY

Section 6.1 - Probationary Period

The probationary period for all newly hired employees into the Sheriff's Office, or those initially transferred into the bargaining unit, shall be twelve (12) months. The probationary period for all newly hired employees may be extended up to an additional six (6) months based upon reasonable grounds. All newly hired employees or those initially transferred into the bargaining unit, and those hired after loss of seniority shall be considered probationary until they have completed their probationary period. During the probationary period, a newly hired employee who fails to demonstrate the ability and qualifications necessary for satisfactory job performance or on the basis of any other reasons deemed sufficient by the Employer, may be discharged or demoted for any reason not prohibited by law.

Any employee appointed to an assignment covered by this Agreement shall serve a new twelve (12) month probationary period in said classification. Employees that transferred into the bargaining unit that fail, in the reasonable opinion of the Employer, to demonstrate the ability and qualifications necessary for satisfactory job performance in this bargaining unit within the new twelve (12) month probationary period shall be transferred back to their previous classification and salary. Any employee who is transferred back to their previous classification pursuant to this Section shall be, thereafter, ineligible to seek a subsequent transfer into the same Bureau from which they were returned.

A current and updated Transfer List shall be maintained on the Sheriff's Office's intranet. All open positions will be posted on the intranet with time limits for applying for those positions.

A newly hired probationary employee shall have no recourse to the grievance procedure to contest any discipline imposed on the employee. A transferred employee shall be subject to discipline and subject to Section 7.1 of this Agreement for review of such discipline, for any type of misconduct.
Section 6.2 - Definition of Seniority

For the purpose of this Agreement, seniority shall be defined as an employee’s length of continuous full-time service with the Sheriff’s Office as a sworn deputy sheriff, excluding time off due to layoff or any other unpaid leave of absence.

There shall be no seniority among employees serving an original probationary period as a Deputy Sheriff within the collective bargaining unit. Upon successful completion of the original probationary period, an employee shall acquire seniority retroactive to the employee’s original date of hire with the Employer.

Seniority shall be applied as follows:

1) If a Deputy is assigned to Court Security or the Law Enforcement Bureau they keep their Office hire date seniority for purposes of accruing benefits (i.e., sick time, vacation time, etc.).

2) When selecting/bidding for vacation time in either Court Security / or the Law Enforcement Bureau, Deputies shall utilize their sworn date seniority. In the event that Deputies who are assigned to the same Bureau share the same sworn date, the Deputy with higher seniority with regards to assignment to that Bureau shall have priority in selecting/bidding for vacation.

3) In the Court Security Division, when submitting requests for assignments, Deputies shall utilize their sworn date.

4) When submitting shift requests and beat assignment requests in the Law Enforcement Bureau, patrol division, Deputies shall utilize their date of assignment to the Law Enforcement Bureau. In the event that two (2) or more Deputies share the same date of assignment to the Law Enforcement Bureau, the senior Deputy, with regard to their sworn date, shall have priority in submitting shift requests and beat assignment requests.
5) If a Deputy is assigned within the Law Enforcement Bureau, (Det, FIU, NLO etc.) they maintain both their Office hire date and date into LEB seniority.

6) If a Deputy is transferred to a position outside of the bargaining unit and later returns to the bargaining unit, their sworn date shall be used for benefit calculation purposes and their previous seniority accumulation within the bargaining unit shall be used for purposes of shift, beat and vacation requests. Transfers for a period not in excess of ninety (90) days shall continue to accrue seniority for all purposes.

Section 6.3 - Seniority List

The Employer will provide the Union with a seniority list on a semi-annual basis setting forth each employee’s seniority date. The Employer shall not be responsible for any errors in the seniority list unless such errors are brought to Employers attention within fourteen (14) calendar days of the date the list is provided to the Union. However, when any suspected errors are brought to the Employers attention at any time, once the error is verified they will be corrected within fourteen (14) calendar days.

Section 6.4 - Termination of Seniority

An employee’s seniority (and the employment relationship) shall terminate upon the occurrence of any one of the following, if the employee:

(a) quits or resigns; or
(b) is discharged for just cause (probationary employees without cause); or
(c) retires, or is retired; or
(d) is absent for three (3) consecutive working days without notifying the Sheriff or his designee; or
(e) falsifies the reason for a leave of absence or engages in gainful employment while on an authorized leave of absence; or
(f) fails to return to work at the conclusion of an approved leave of absence or an approved extension thereof unless the employee’s failure to return and failure to obtain and extension are solely due to circumstances totally beyond the employee’s control. For
purpose of this paragraph, the Employer’s denial of an extended leave is not considered a circumstance beyond the employee’s control; or

(g) is laid off for a period in excess of twenty-four (24) months or the length of the employee’s employment with the Sheriff’s Office, whichever is less; or

(h) is laid off and fails to report for work within seven (7) calendar days after having been recalled; or

(i) does not perform work for the Sheriff’s Office for a period in excess of twenty-four (24) months.

Section 6.5 - Seniority While on Leave of Absence

Employees will continue to accrue seniority credit for an unpaid leave to the extent required by State or Federal law.

Section 6.6 - Accrual of Seniority

A member’s hire date seniority continues to accrue during a transfer to another division, or transfers to another bargaining unit position, sick leave, time lost due to injury or illness on the job, and/or a military leave of absence as required by law.
ARTICLE VII - DISCIPLINE AND DISCHARGE

Section 7.1 - Discipline

Discipline imposed on bargaining unit members in the nature of a written reprimand or less is solely subject to review under the grievance procedure, through step 3 (to the Sheriff) and is not arbitrable.

Discharge or suspension involving any time off with loss of pay shall only be for just cause. The Sheriff shall have the authority to suspend without pay or to terminate any bargaining unit employee without the requirement to have a hearing before the DuPage County Sheriff’s Merit Commission. Any discharge or suspension of non-probationary bargaining unit employees shall be subject to resolution through the grievance and arbitration procedure set forth in this Agreement. Any affected employee covered by this Agreement, upon being served with written notice of a discharge or suspension, shall have the right to file his or her grievance, pursuant to Section 8.5 of this Agreement in order to appeal such disciplinary action. Such grievance shall be filed at Step 4 of the grievance procedure by serving written notice to the Sheriff or designee within 10 calendar days of the grievant having been served with the written notice of discipline.

The parties shall follow the procedures set forth in Section 4 of Article VIII of this Agreement to resolve a grievance regarding discharge or suspension. The parties agree that they will accomplish the selection, appointment and hearing in as expeditious a manner as possible.

The grievance and arbitration procedure in Section 4 of Article VIII of this Agreement shall be the sole recourse for appealing discharge and suspension action and shall be in lieu of the provisions of the state statute governing discharge and suspension proceedings before the DuPage County Merit Commission.

An arbitrator’s award shall be final and binding, as stated in Section 8.9 of this Agreement, and any request for judicial review shall be exclusively under and in accordance with the Uniform Arbitration Act (710 ILCS 5/1, et seq.) and Section 8 of the Illinois Public Labor Relations Act (5 ILCS 315/8).
Section 7.2 - Pre-Discipline Meeting

For discipline greater than a written or oral reprimand, the Employer shall offer to meet informally with the employee involved to inform him/her of the reason for contemplated disciplinary action. The employee shall then be allowed an opportunity to rebut or clarify the charges disclosed at this meeting.

Section 7.3 - DuPage County Merit Commission

Nothing herein shall infringe on the function of the Sheriff’s Merit Commission in testing applicants for new positions or promotions, and creating eligibility lists for any such positions for which the Sheriff shall fill during the term of this Agreement.

Section 7.4 - Limitations

The Employer shall recognize and/or utilize only that disciplinary history appropriately documented and currently filed in the employee’s personnel file located in the Sheriff’s Office of Professional Standards and Conduct and not other working files maintained by other management staff.

Section 7.5 - Modified Discipline

Should the Employer present to the Chapter extenuating circumstances warranting discipline other than described in Section 7.1, or should the affected employee present to the employer extenuating circumstances warranting discipline other than described in Section 7.1 above, the Employer may use a modified form of discipline.

No Deputy covered by this agreement shall be subject to a disciplinary transfer or reassignment outside the described bargaining unit (described in Section 1.1), unless such reassignment or transfer is accomplished on a voluntary basis, or is fairly considered to advance the mission and/or goals of the Sheriff’s Office.
Section 7.6 - Notice of Discipline

In the event disciplinary action is taken against an employee, other than oral discipline, the Employer shall furnish written notice to the employee, which shall generally state the reasons for such discipline, and the direction to the employee for future behavior, within seven (7) calendar days of such action. Copy of such written notice should be maintained in the employee’s personnel file.

Section 7.7 - Global Positioning System (GPS) Video Recording

GPS and other tracking or recording, audio or video, devices shall principally be used for officer safety purposes and shall not be the sole basis for disciplinary action.

Section 7.8 - Outside Employment While on Suspension Without Pay

No member may be denied the ability to obtain lawful employment while on suspension without pay provided that the type of such outside employment is consistent with the type of employment allowed by the Rules and Regulations of the DuPage County Sheriff’s Office.
ARTICLE VIII- GRIEVANCE PROCEDURE

Section 8.1 - Definition of Grievance

A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee(s) regarding the application, meaning or interpretation of this Agreement.

Section 8.2 - Class Grievance

The Union may file a Class Grievance if it affects two (2) or more bargaining unit members whose grievances involve the same issues, interpretations, and contract provisions so that a decision as to one (1) grievant shall be decisive as to all members of the class. As such, Class Grievances will be submitted by the Union President or President of Chapter #126, or their designee, which shall be a Board member of the DuPage County Sheriff Chapter #126. The Employer shall be notified of the names of such Board Members and Chapter Officers.

Section 8.3 - Grievance Procedure

The parties to this Agreement affirm that for the Grievance Procedure to function efficiently and effectively, an effort should be made by the parties to resolve grievances at the lowest possible level of the Grievance Procedure. The Employers shall make a reasonable effort to assure that all responses by them are delivered to the grievant and/or Chapter President.

Section 8.4 - Use of the Grievance Procedure

All employees and the Union are urged to first seek review through this Grievance Procedure of an alleged violation of this agreement before resorting to any other forum, e.g. administrative or judicial.
Section 8.5 - Step – 1

As a general rule, an employee who has a grievance should first attempt to resolve the grievance informally with his/her Sergeant. If the Sergeant is unable to resolve the grievance, the employee will submit the grievance in writing to his/her Lieutenant (Patrol Division); Detective Commander (Detective Division); or Chief of Court Security (Court Security Division) (hereinafter, the “Employers’ Step 1 Representative”) indicating that the matter is a grievance under this agreement. The written grievance shall contain a statement of facts describing the employee’s complaint, the Articles and Sections of this Agreement allegedly violated, the date of the alleged violation and the relief sought. The grievance document shall be signed and dated by the grievant and the Union representative.

All grievances must be presented in writing within ten (10) calendar days of the occurrence giving rise to the grievance, not including the day of the occurrence, or date when the affected employee knew, or reasonably should have known, of such occurrence; however, in no event shall any grievance be filed more than thirty (30) days after the date of the occurrence giving rise to the grievance. Any grievance not presented to the employee’s Employers’ Step 1 Representative within the time stated above shall be deemed waived.

The Employers’ Step 1 Representative shall provide an answer in writing no later than seven (7) calendar days from the receipt of the Step 1 grievance stating whether the Employers are granting or denying the grievance and the factual basis for the decision. If the matter is not resolved at the first step of the Grievance Procedure, or the Employers’ Step 1 Representative’s response is not received within the seven (7) calendar days after the receipt of the Step 1 grievance, the Employee may proceed to Step 2 of the Grievance Procedure.

Section 8.6 - Step – 2

If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, the appeal shall be submitted to Sheriff’s Office Contract Administrator (as designated by the Sheriff) within seven (7) calendar days after the receipt of the Employers’ Step 1 Representative’s written response to the employee, not including the day the response was received, or the day the response was due, if no response was received.
The written appeal shall state the basis upon which the Employee believes the grievance was improperly denied at the previous step of the Grievance Procedure, in the same or like terms as contained in the Employers’ Step 1 Representative’s response. The Sheriff’s Office Contract Administrator shall offer to discuss the grievance with the grievant and an authorized representative from the Union. If no settlement of the grievance is reached, the Sheriff’s Office Contract Administrator shall provide a written response to the grievant within seven (7) calendar days after receiving the written Step 2 grievance, not including the day the Step 2 grievance was received, stating the basis upon which the Employers are denying the grievance. If the Sheriff’s Office Contract Administrator’s response is not received within seven (7) calendar days after the receipt of the Step 2 Grievance, the employee may proceed to Step 3 of the Grievance Procedure.

**Section 8.7 - Step – 3**

If the grievance is not settled at Step 2 and the Employee wishes to appeal the grievance to Step 3 of the Grievance Procedure, the appeal shall be submitted in writing to the Sheriff, or his designee, within seven (7) calendar days after the receipt of the Sheriff’s Office Contract Administrator’s written response to the Employee, not including the day the response was received, or the day the response was due if no response was received.

The written appeal shall generally state the basis upon which the Employee believes the grievance was improperly denied at the previous step of the Grievance Procedure. The Sheriff, or his designee, shall offer to discuss the grievance with the grievant and an authorized representative of the Union. If no settlement of the grievance is reached, the Sheriff, or his designee, shall provide a written response to the grievant within seven (7) calendar days after receiving the written Step 3 Grievance, not including the day the response was received, or the day the response was due if no response was received generally stating the basis upon which the employer is denying the grievance. If the Sheriff, or his designee’s response is not received within the seven (7) calendar days after the receipt of the Step 3 grievance, the Union may proceed to Step 4 of the Grievance Procedure.
Section 8.8 - Step – 4

If the grievance is not resolved at Step 3 of the Grievance Procedure, or the written answer to the grievant is not given to the Employee in a timely manner, and the Union wishes to appeal the grievance from Step 3 of the Grievance Procedure, the grievance may be referred to arbitration. Notice that the Union is referring the dispute to arbitration shall be made to the Sheriff, or his designee, within twenty-eight (28) calendar days of the Step 3 written response by the Sheriff, or his designee, was due to the employee or the Union, not including the day the response was received. This time requirement may be waived by mutual agreement of each party.

If the grievance is appealed to arbitration, representatives of the Employer and the Union shall attempt to agree upon an arbitrator. In the event the parties are unable to agree upon an arbitrator the parties shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service who are members of the National Academy of Arbitrators residing in Illinois, Indiana, Iowa, or Wisconsin. The parties shall alternately strike the name of an arbitrator, with the party requesting arbitration making the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that he/she set a time and date for the hearing subject to the availability of the Employer and the Union representatives. The arbitrator shall notify the Employer and the Union of the mutually agreed upon date and time of the hearing.

No more than one grievance may be submitted to an arbitrator at any one time without the consent of the other party. The parties shall share fees and expenses of the arbitrator, arbitration hearing, and the cost of the transcript equally incurred from arbitration. The costs of the arbitrator’s fee, arbitration and the arbitration hearing shall be divided equally between the parties.
Section 8.9 - Authority of the Arbitrator

The arbitrator shall have no right or authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Agreement. The arbitrator shall consider and decide only the question as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall only be empowered to determine the issue raised by the grievance as initially presented in writing and shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with any applicable laws or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Sheriff, the County, or the Sheriff's Merit Commission which are granted to the Sheriff, the County, or the Merit Commission by law, court decisions, or the provisions of this Agreement, except as expressly limited by the specific provisions of this Agreement. Such decision and award of the arbitrator, shall be final and binding on the Employer, the Union, and the employee(s) involved, unless reversed on appeal in accordance with the provisions of the Uniform Arbitration Act and/or the Illinois Labor Relations Act. The arbitrator shall submit his decision in writing within thirty (30) working days following the close of the hearing and the submission of briefs.

The Employer and Union agree to share equally the costs associated with the arbitration hearing including the cost of the court reporter, except that each shall be responsible for the costs of their own representative and witnesses.

Section 8.10 - Time Limits

Grievances may be withdrawn at any step of the procedure. If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Sheriff's last answer. Grievances not discussed or answered by the Employer within the designated time limits stated in this grievance procedure shall be viewed by the aggrieved employee as denied and the employee may elect to appeal the grievance to the next step of the
grievance procedure. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article but no extension of time shall be implied by any action or inaction of either party if not expressly stated in writing.

Section 8.11 - Information Requests

The Employer recognizes the legal rights of the Union to information necessary to process grievances. Upon request, the Employer will provide the Union with such information as is required by law and the Union will respond in like fashion to any lawful employer request for information.

Section 8.12 - Grievance Meetings

Employees and/or the Union representatives shall investigate and/or file grievances only on their non-work time (which under this Agreement means before work, after work, during approved breaks or during a reasonable lunch period subject to emergency work duties) and only in a manner which will not disturb other employees who are working. In the event a grievance meeting(s) is scheduled by the Employer during the time the Employee(s) would otherwise be working, the Employee(s) shall receive compensation for such time spent in such meeting(s). Grievance meetings will not take place on holidays, affected employee(s) vacations and, Employer approved leaves of absence.

Section 8.13 - Time Off

Employees shall investigate and/or file grievances only on their non-work time (which under this Agreement means before work, after work, during approved breaks or during a reasonable lunch period subject to emergency work duties) and only in a manner which will not disturb other employees who are working, unless it becomes reasonably necessary to do otherwise, in which case the affected employee(s) shall seek the permission of their supervisor and shall provide, in writing, the reasons that it is necessary to investigate and/or file grievances during working hours. If a grievance meeting(s) is scheduled during the time the employee(s) would otherwise be working, the employee(s) shall receive compensation for such time spent in such meeting(s).
Section 8.14 - Waiver of Grievance Procedure

If an employee seeks resolution of a grievance in any other forum, e.g. administrative or judicial tribunal, the Employer shall have no obligation to entertain or proceed further with the matter pursuant to this procedure.
ARTICLE IX- LAYOFF AND RECALL

Section 9.1 - Layoff

The Employer shall in its’ discretion determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds, an abolishment of or change in the duties of a position, or when reorganization occurs and the need for the position is eliminated. The Sheriff shall provide at least fourteen (14) calendar days advance notice, or more if reasonable, to the Union of a layoff. If a layoff is to occur, the Sheriff will provide at least 14 days notice to any employee who is to be laid off. Once the layoff is made, the Employer will, comply with Section 9.3 Severance Pay Policy, in lieu of negotiating the impact of the layoff decision on affected employees.

If it is determined that layoffs are necessary, newly hired probationary and temporary employees in the bargaining unit shall be laid off prior to any non-probationary bargaining unit employee. Employees will be laid off from the affected position(s) in accordance with reverse Office seniority, starting with the least senior member.

Section 9.2 - Recall

Employees who are laid off shall be placed on a recall list. If there is a recall, employees who are on the recall list shall be considered before external candidates provided they are presently qualified to perform the work in the job position to which they are recalled Recall rights shall exist for a two (2) year period. If a permanent vacancy occurs in a bargaining unit classification which the Sheriff decides to fill, a recall will be initiated and employees who have been laid off shall be offered the position in the reverse order of their layoff.

Section 9.3 - Severance Pay Policy

In the event of a layoff or voluntary separation, the employees covered by this agreement shall receive severance pay as enumerated in the Severance Pay Policy from the County’s Personnel Manual at Chapter 5C, Page 5, Paragraph B1 attached hereto in Appendix H.
ARTICLE X- HOLIDAYS

Section 10.1 - Employees Not Assigned To a Monday-Friday Work Schedule

For the term of this agreement, there shall be fourteen (14) regularly paid holidays for all non-probationary employees assigned to a shift different than a Monday through Friday schedule and who do not receive the designated holidays as time off, said holidays shall be designated in writing by the Sheriff or his designee on or about September 1 of the prior year, which will be observed for the following year. All deputies covered by this agreement assigned to a shift different than a Monday through Friday schedule and who do not receive the designated holidays as time off shall receive as and for holiday pay on the first pay period of June and December, fifty-six (56) hours of pay at the affected officer’s regular straight-time hourly rate for each of those pay periods.

Section 10.2 - Designated Holidays/Holiday Pay for Court Security Employees

The Chief Judge shall determine the designated holidays for the employees assigned to the Court Security Division. Employees working in the Court Security Division shall not be entitled to holiday pay. However, in the event that a court is in session on a designated holiday, court security deputies assigned to the in-session courtroom shall receive holiday pay compensation for the holiday worked. In addition to the designated twelve (12) holidays by the Chief Judge, Deputies assigned to Court Security will be allowed two (2) floating holidays to be requested and approved off by a supervisor. At no time will the floating holidays and designated holidays exceed fourteen (14).

Section 10.3 - Requirements

Employees assigned to work a Monday – Friday workweek shall work all holidays that occur during their regular work shift, unless otherwise expressly relieved of such duty by the Sheriff or his designee(s) due to the holiday being a designated holiday off pursuant to this article. These employees shall be compensated at straight time for the designated holiday off and shall not receive holiday pay. Employees working a shift assigned to a rotating day off cycle schedule different than a Monday – Friday workweek shall be required to work those holidays
that fall during their regularly scheduled work shifts and will be compensated at straight time with regular holiday pay.

If an individual employee who is assigned to a non-rotating days off shift cycle under the terms of this Agreement is required to work on a holiday, said employee shall be paid time and-a-half (1 ½) his/her regular rate of pay.

**Section 10.4 - Eligibility**

In order to be eligible for holiday pay, employees must have completed one (1) year of service. During the first year of service, employees shall only be compensated for the holidays actually worked. If an employee terminates his employment with less than one year of service, he shall be paid only for those holidays actually worked.

In order for an employee to be eligible for holiday pay when a designated holiday falls on the employee’s regular day off (“RDO”), the employee must work or take an approved leave on the last regularly scheduled work day immediately preceding the RDO(s) that include(s) said holiday and the first regularly scheduled work day immediately following the RDO(s) that include(s) said holiday, unless absent for good cause, which absence is approved by the Sheriff or his designee(s), such approval shall not be unreasonably withheld. Specifically, when a designated holiday falls on the employee’s RDO, use of sick time on the last regularly scheduled work day immediately preceding the RDO(s) or the first regularly scheduled work day immediately following the RDO(s) will result in forfeiture of holiday pay for that holiday.

Additionally, in order for an employee to be eligible for holiday pay when a designated holiday falls on the employee’s regularly scheduled work day, they must work the holiday, unless off for approved leave, as designated in this section. For purposes of this section, “approved leave” includes approved compensatory time and vacation time. Sick time is not considered an approved leave for purposes of holiday pay and use of sick time on a regularly scheduled work day immediately before, on, or after the designated holiday shall constitute forfeiture of holiday pay for that holiday.
**Section 10.5 - Detectives**

In the Law Enforcement Bureau, Detective Division, normally no more than one (1) detective shall be on call for each holiday during the year.

**Section 10.6 - Holiday During Vacation**

If an employee that is assigned to a rotating day off schedule is scheduled to work a designated holiday pursuant to this agreement, they shall work that holiday unless they request and use approved accrued benefit time such as vacation or compensatory time. The employee, if eligible, shall receive holiday compensation pursuant with this article.

If an employee is not assigned to a rotating day off schedule and they submit a vacation time request that includes a designated holiday pursuant to this agreement, the employee shall receive the holiday off with pay as designated in this agreement and not be charged with any accrued benefit time for that date.

**Section 10.7 - Advance Notice**

Employees scheduled to work a holiday shall be given as much advance notice as practicable.
ARTICLE XI- VACATION

Section 11.1 - Accrual of Benefits

Vacation shall be earned yearly based on the employee’s date of employment during a given calendar year, in accordance with the following schedule and based on the current shift assignment:

<table>
<thead>
<tr>
<th>COMPLETED YEARS OF SERVICE</th>
<th>HOURS PER YEAR – 8 HOUR SHIFT</th>
<th>HOURS PER YEAR – 10 HOUR SHIFT</th>
<th>HOURS PER YEAR – 12 HOUR SHIFT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 years through 3 years</td>
<td>80</td>
<td>80</td>
<td>80</td>
</tr>
<tr>
<td>4 years through 8 years</td>
<td>120</td>
<td>120</td>
<td>120</td>
</tr>
<tr>
<td>9 years through 15 years</td>
<td>160</td>
<td>160</td>
<td>160</td>
</tr>
<tr>
<td>16 years</td>
<td>168</td>
<td>170</td>
<td>172</td>
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<tr>
<td>17 years</td>
<td>176</td>
<td>180</td>
<td>184</td>
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<td>18 years</td>
<td>184</td>
<td>190</td>
<td>196</td>
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<tr>
<td>19 years</td>
<td>192</td>
<td>200</td>
<td>208</td>
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<td>20 years</td>
<td>200</td>
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<td>220</td>
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<tr>
<td>21 years</td>
<td>208</td>
<td>220</td>
<td>232</td>
</tr>
<tr>
<td>22 years</td>
<td>216</td>
<td>230</td>
<td>244</td>
</tr>
<tr>
<td>23 years</td>
<td>224</td>
<td>240</td>
<td>256</td>
</tr>
<tr>
<td>24 years</td>
<td>232</td>
<td>250</td>
<td>268</td>
</tr>
</tbody>
</table>

Years of service shown are completed years. Accrual of vacation time ceases during any medical or personal leave of absence of over thirty (30) calendar days.

Section 11.2 – Use of Vacation Time and Cancellation

Vacation benefits may be taken in increments of the number of hours required to take off one complete scheduled shift, but vacation time may also be used in hourly increments with prior authorization of the Sheriff or his designee, and such authorization shall not be unduly denied. In addition, a “working day” for the purpose of this Article shall not include a day
which an employee is regularly scheduled off from duty. Consequently, an employee may elect to schedule his vacation time in conjunction with days off that the employee is regularly scheduled off from duty, without such days off being charged against his earned vacation accrual. Members on the 12 hr. workday may use their DRT (Duty Reduction Time, as described in Section 14.3 of this Agreement) time in conjunction with their vacation time. IE: A person may use their 4 hrs. of DRT time and 8 hrs. of vacation time to receive a full day off.

Vacation time shall be authorized on the basis of the sworn date seniority with the Office. If two (2) or more bargaining unit members in the LEB have the same sworn date with the Office, the employee that has the most LEB seniority shall receive the vacation book first. Normally no more than two (2) persons from a team section shall be on vacation at any one time, more MAY be allowed as long as manpower needs are met. Supervisors that are responsible for the approval and submission of vacation schedules also have the authority to grant requests for changes in these schedules. Supervisors shall set and approve the vacation schedules. However, employees’ scheduling requests or requested changes may or may not be granted depending on operational needs as determined by the Sheriff or his designee(s). Vacation dates may be changed or canceled by the Sheriff or his designee(s) in the event of exigent circumstances. In the event of such cancellation, the re-scheduling will be accomplished in accordance with the provisions of this Agreement. In the event a covered employee shall experience out of pocket expenses incurred as a result of such cancellation, the employee shall submit written proof of such loss for the consideration of the Employers for purposes of reimbursement.

On or before November 1 of each year (October 1 for deputies assigned to the Courthouse), the Sheriff or his designee shall post a schedule for available vacation during the upcoming calendar year. The employees shall select their vacation preferences in order of sworn date seniority within their assigned team/shift, with the most senior employee having the first choice, the next most senior employee having the second choice, and so on. All vacation requests shall be submitted by December 28, of each year. The watch commander or supervisor of the assigned unit, shift or team shall be responsible for maintaining the vacation schedule, once approved, and ensuring that all requests for vacation time use have been submitted by the requesting member in writing prior to that member taking the vacation time.
After the vacation schedule has been established, no employee can “bump” another employee regardless of seniority. Once the vacation schedule has been posted, any remaining “unscheduled” vacation days shall be taken on a daily first-requested, first received basis. In the event that two or more employees request the same vacation day (and the request is made on the same day), the employee with the most sworn date seniority within the Office shall have preference. No employee can “bump” another employee from an “unscheduled” vacation day once established, regardless of the employee’s seniority.

The current process of picking vacation time for LEB, Fugitive Apprehension Unit, School Liaison, Gang Suppression/Problem Investigation Unit, and DUMEG shall remain in effect for the duration of this contract. Once a member’s vacation is approved and scheduled, the member will be allowed to take that vacation, even if transferred and a scheduling conflict develops, as authorized by the Sheriff or his designee.

Personnel may request changes, in writing, to their vacations in any increment. Example: A member may request to change an already scheduled block of vacation time to another date, or they may request to change only a portion of scheduled vacation - one day, two days, etc., to another date.

**Section 11.3 - Payout of Vacation Benefits**

The employees covered by this agreement shall receive payout of vacation benefits in accordance with the Vacation Time Policy from the County’s Personnel Manual at Chapter 4D Page 9, Paragraph #4 attached hereto in Appendix I.

**Section 11.4 - Vacation Carryover**

It is expected that earned vacation will be taken during that calendar year. However, up to eighty (80) hours of earned vacation time not taken during a calendar year may be carried over to the next year. Vacation hours in excess of 80 hours shall require the pre-approval of the Sheriff or his designee prior to December 31st, in order to be carried over to the next year. Absent such approval, those vacation hours in excess of 80 hours shall be forfeited. Any pre-approved vacation carried over in excess of 80 hours, over and above the allowed 80 hours,
must be used within the first quarter, or else will be forfeited, except that if a deputy is off of work on Public Employee Disability Benefits (PEDA) (5 ILCS 345/1) leave, such pre-approved vacation that is carried over in excess of eighty (80) hours must be used within ninety (90) days of the end of the PEDA leave, or else will be forfeited.

**Section 11.5 - Vacation Selection Within Court Security**

Vacation time shall be authorized based on the needs of the Chief Judge first and thereafter selected based on seniority as designated in this Agreement. Vacation requests within the Court Security Division shall be made in accordance with Section 11.2 of this Article.

**Vacation Weeks:**
Vacation weeks will be selected by sworn date seniority. There will be two separate vacation calendar seniority lists: one for deputies and one for corporals. Vacation week selection will start with the most senior member from each list and continue through to the least senior member. Normally no more than Five (5) court security deputies, and two (2) Corporal’s, will be allowed to take vacation on an individual weeks, more may be allowed as long as manpower needs are met.

**Single Vacation Days:**
Any vacation days remaining after the vacation week selection will be considered single vacation days. After the vacation week calendar is completed, a single day vacation calendar will be started using the same seniority list procedure used for selecting vacation weeks. Any single vacation days remaining after the single vacation day calendar will revert to a “first come, first serve” basis. Requests for use of single vacation days shall require the prior approval of the employee’s supervisor.

**Section 11.6 - Vacation Eligibility**

In order to be eligible for a vacation, a member must have been employed and earned vacation hours in the calendar year prior to the year in which they request to take the vacation. The number of hours earned shall depend on the years of service, with the exception of the first year of employment.
During the first year of employment members shall earn vacation hours for each month worked prior to December 31, with the exception of June and December which are non-earning months, with a maximum accrual of eighty (80) hours.
ARTICLE XII- SICK LEAVE

Section 12.1 - Definition

Employees covered by this Agreement who have completed their newly hired probationary period shall be entitled to paid sick leave. Paid sick leave is a benefit in recognition that employees may occasionally be absent because of various illnesses or injuries. The Employer believes that employees should be protected against a loss of income because of such temporary absences. To the extent permitted by law, paid sick leave can only be used for an approved absence that falls under the following guidelines:

- Illness or injury of employee, employee’s dependent or employee’s family member.
- Emergency medical or dental care.
- Exposure to contagious disease and possible endangering of others by attendance on duty.
- Preventative care.

Section 12.2 - Sick Leave Accrual

Sick leave credits do not accrue during the initial probationary period of employment after the date of hire with the office. All deputies covered by this agreement shall accrue paid sick leave at the following rate:

<table>
<thead>
<tr>
<th>YEARS OF COMPLETED CONTINUOUS SERVICE</th>
<th>ACCRUED SICK HOURS PER YEAR FOR 8 HOUR SHIFTS</th>
<th>ACCRUED SICK HOURS PER YEAR FOR 10 HOUR SHIFTS</th>
<th>ACCRUED SICK HOURS PER YEAR 12 HOUR SHIFTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 through 5 years of completed service</td>
<td>48 hours per year</td>
<td>60</td>
<td>72</td>
</tr>
<tr>
<td>6 through 10 years of completed service</td>
<td>56 hours per year</td>
<td>70</td>
<td>84</td>
</tr>
<tr>
<td>11 through 15 years of completed service</td>
<td>64 hours per year</td>
<td>80</td>
<td>96</td>
</tr>
<tr>
<td>16 through 20 years of completed service</td>
<td>72 hours per year</td>
<td>90</td>
<td>108</td>
</tr>
<tr>
<td>21 years or greater of completed service</td>
<td>80 hours per year</td>
<td>100</td>
<td>120</td>
</tr>
</tbody>
</table>
All employees covered by this agreement shall be allowed up to a maximum of 2000 hours of sick leave accumulation.

**Section 12.3- Notification and Use of Sick Leave**

The employee must directly notify the Communications Center on the first day of absence at least thirty minutes (30) prior to the start of the employee's work shift and every day thereafter, when the employee is requesting paid sick leave for illness, injury, or a disabling condition, unless exigent circumstances, such as injury or hospitalization, prevents giving such notice. If the employee is going to be absent for a fixed number of shifts (e.g., a scheduled surgery), the employee shall not be required to notify the Sheriff or his designee(s) each day during such fixed time period, provided the employee notifies the Sheriff or his designee(s) as to how many work shifts the employee will be absent. Failure to properly report an illness may be considered as absence without pay and may subject the employee to discipline, as well.

If the Sheriff or his designee(s) does not consider circumstances adequate for the use of paid sick leave, additional documentation may be required, regardless of the number of shifts absent. If this additional documentation is not supplied, then the request for sick leave shall be denied, the time shall be charged to leave without pay, and discipline may be imposed.

Any employee determined by the Sheriff or his designee(s) to be abusing the provisions of the sick leave policy shall be subject to appropriate disciplinary action or assignment to a less physically demanding position, as deemed appropriate by the Sheriff.

Accumulated paid sick leave shall be used in increments of no less than one full shift at a time, except that in the event of an emergency situation, sick leave may be paid in partial shifts, with the approval of the Sheriff or his designee.
Section 12.4 - Annual Sick Leave Payout

The employees covered by this agreement shall receive an annual sick leave payout in accordance with the Sick Time Policy from the Sheriff’s Office General Order PER 1-1 pages 2-24, attached hereto in Appendix G.

Section 12.5 - Sick Leave Payout at Separation

The employees covered by this agreement shall receive a sick leave payout at separation as enumerated in Sheriff’s Office General Order PER 1-1 pages 22 through 24 attached hereto in Appendix G.

Section 12.6 - Notification of Balances

Employees, upon request, shall be notified in writing of all forms of leaves balances, including vacation, sick leave, holidays, etc., no more than semi-annually, absent an exigent situation.
ARTICLE XIII- LEAVES OF ABSENCE

Section 13.1 - Military Leave

Employer agrees to comply with all applicable Federal and State laws relative to Military service of employees.

Section 13.2 - Jury Duty / Court Service

It is the policy of the Employer to follow all Federal and State laws regarding Jury Duty or Court Service. All bargaining unit employees covered by this Agreement, who are called to serve on a jury, or as a result of his duties where the employee is not an adverse party or adverse party in interest to the County or the Sheriff, may appear before a court as a witness in response to a subpoena or other directive and shall be granted a leave of absence with pay for the time they are required to serve, less payment received for acting as a juror or a witness.

The employee shall present the court document which gives instructions to report for jury duty or the subpoena to testify to the Sheriff or designee. If an employee is released as a witness from jury duty, the employee shall return to work for the remainder of the work shift unless the work schedule is modified by his immediate supervisor.

Upon his return, the employee shall submit documentation evidencing that he appeared and served as a juror and shall remit any witness fee in order to receive pay for such jury service. The employee shall be reimbursed for those hours they are required to testify, less payment received for witnessing. All employee benefits will continue in effect during subpoenaed jury duty or performance of witness duties.

Employees who appear in court as the plaintiff, witness, or defendant in any action not related to his official duty shall not be paid for time away from work unless that time is accrued vacation or compensatory time.
**Section 13.3 - Family Medical Leave**

The Employer will comply with all Federal and State laws in granting Family Medical Leave, and may take any actions not inconsistent with such laws or the terms of this Agreement. Any dispute over an alleged violation of this section (13.3) may be pursued through the appropriate step in the grievance procedure prior to arbitration.

**Section 13.4 - Bereavement/Funeral Leave.**

When a death occurs in an employee’s immediate family, all bargaining unit employees covered by this Agreement, upon request, may be excused for up to three consecutive calendar days, for the purpose of attending the services. This leave time pertains only when a wake or funeral occurs during the time that the employee would normally be on duty. It is not intended to be an addition to vacation or regular days off.

To qualify for funeral leave, an employee must notify the Sheriff or designee of the need for funeral leave as soon as possible. An eligible employee shall be paid funeral leave at his normal straight time daily rate of pay for any day or days on which he is excused but would have otherwise been scheduled to work. An otherwise eligible employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason, e.g., funeral leave is available only for scheduled work days and cannot be used in conjunction with any scheduled day off.

For the purposes of this policy, “immediate family” members include: parent, child, mother-in-law, father-in-law, stepparent, stepchild, grandparent, spouse, sibling, sister-in-law, brother-in-law, grandparent-in-law, half-sister, half-brother, civil union partner, or grandchild. Any additional time off will be charged to, and limited by, any accrued sick leave and vacation time. Funeral leave is subject to the approval of the Sheriff or designee(s) and will require written documentation declaring the relationship to the employee, the date and the place of the funeral and proof of attendance where requested before payment is made.

The Employers shall comply with the Child Bereavement Leave Act (820 ILCS 154/1).
Section 13.5 - Notification

An employee shall notify his Supervisor immediately following the death of an immediate family member, for purposes of the use of authorized bereavement leave.

Section 13.6 - Personal Leave of Absence

Employees may request a Personal Leave of Absence in accordance with current Office policies regarding leave, which may be amended from time to time by the Sheriff.

Section 13.7 - Occupational Disability/ Worker’s Compensation

The employer will follow State and Federal laws which provide for protection of employees experiencing occupational disabilities through accidents or illness in the course of employment. The employees covered by this Agreement shall receive occupational disability benefits in accordance with the Workers’ Compensation Policy from the County’s Personnel Manual at Chapter 3C, attached hereto in Appendix J, and shall be subject to the temporary light duty policy, in accordance with Section 19.9 of this Agreement.

Section 13.8 - Non-Occupational Disability

The employees covered by this agreement shall receive non-occupational disability benefits in accordance with the IMRF Policy from the County’s Personnel Manual at Chapter 3B, attached hereto in Appendix K. These benefits are provided by IMRF and not by the employer.

Section 13.9 - Job Security

An employee with twelve (12) or more months of service who is eligible for Family Medical Leave and is absent on Family Medical Leave for twelve (12) work weeks or less will have the right to return to the same, or equivalent, position. Upon return from leave, any requests for reassignment may be considered based on the availability of other open positions within the Office.
Section 13.10 - Benefit Continuation

While an employee is on a Family Medical Leave (FMLA), the County will provide medical and dental insurance coverage at the current employee rate. If an employee continues to be off of work after exhausting their twelve (12) weeks of FMLA, the employee will be responsible for the entire amount of the premium as stated in the County’s Personnel Manual, Chapter 4, Policy 4J, Guideline E, attached as Appendix L.

During an absence of longer than thirty (30) consecutive days, the employee will not accrue vacation or sick time, nor will the employee be eligible for holiday pay after the 30th day of an occupational or non-occupational disability leave.

Section 13.11 - Return to Work

Prior to returning to work from a disability, the employee must obtain a written statement from a licensed care provider indicating the employee’s ability to perform the essential job functions and the end date of the disabling condition. The employer will follow State and Federal laws which provide for protection of employees experiencing occupational disabilities through accidents or illness in the course of employment.

An employee who sustains a work related injury must notify the immediate supervisor as soon as possible, provide documentation of the injury/illness, and meet deadlines as required.

Section 13.12 - Work-Related Injury/Illness Reporting to Supervisor

Any bargaining unit member may have a Union steward present whenever reporting a work-related injury/illness to a supervisor, provided such Union steward receives permission from the Employer to interrupt the steward’s regular work activities, in the event such reporting is to occur during the steward’s work time.
Section 13.13 - Personal Days

Regular full-time employees shall be allowed request to use the number of accrued sick hours necessary to take three (3) scheduled shifts off each fiscal year as personal days. Employees wishing to use a personal day shall make his/her request in writing at least two (2) business days in advance of the date requested. In case of emergency or otherwise approved by the supervisor, the two (2) day notice may be waived. Use of a personal day shall not be unreasonably denied by management. Such days cannot be carried over or accumulated as personal days beyond the end of the fiscal year. These personal days are taken out of accumulated sick leave, however an employee must have a minimum number of sick leave hours equaling 10 work shifts in order to qualify for such leave.
ARTICLE XIV- HOURS OF WORK AND OVERTIME

Section 14.1 - No Guarantee

This article seeks to describe the normal hours of work for bargaining unit personnel. This article does not provide a guarantee of any certain number of hours of work per day, per week, or per work cycle, nor shall it be construed as a minimum or maximum work schedule.

Section 14.2 - Normal Work Hours

The current normal work hours in effect for employees are described in the paragraphs which follow. The normal work schedule for Detectives, FIU Detectives, Civil Unit, Warrant Unit, DuMEG, Community Resource Unit, BATTLE and Court Security Deputies shall consist of eight (8) or ten (10) hour shifts, as specified in the following paragraphs, such that the employee is normally scheduled for eighty (80) hours of work in a 14-day work period in accordance with the provisions of Section 7(k) of the Fair Labor Standards Act. The normal work schedule for Patrol Deputies shall consist of twelve (12) hour shifts, as specified in the following paragraphs, such that the employee is normally scheduled to work one hundred sixty (160) hours in a twenty-eight (28) day work period, in accordance with the provisions of Section 7(k) of the Fair Labor Standards Act. The normal work schedule for Gang Suppression/ Problem Solving Unit (SR-22) shall consist of ten (10) hour shifts, as specified in the following paragraphs, such that the employee is normally scheduled for eighty (80) hours of work in a 14-day work period in accordance with the provisions of Section 7(k) of the Fair Labor Standards Act. Except in an emergency, changes in the current normal work days, work schedules or work period may only be made by the Sheriff or his designee(s) as provided in this Article and such changes shall not be made to solely avoid the payment of overtime.

Section 14.3 - Work Schedules by Unit

PATROL: Work twelve (12) hour shifts.
Available current shifts for Members assigned to the patrol division, based on shift bidding as outlined below, are:
DAYS: 0500 – 1700 AND 0600 – 1800
POWER: 1500 – 0300 (which may be modified by the Employers to 1700-0500)
MIDNIGHT: 1800 – 0600

The current 12-hour schedule is based on 84 hours worked during a two (2) week period and allows for four (4) hours of duty reduction time (DRT time). The DRT time may be taken in one (1) hour increments, unless otherwise approved by the employee’s supervisor, during the period earned, subject to approval by the shift Watch Commander and may not be taken in the middle of a scheduled shift. Availability of time off will be based on LEB seniority. In the event an affected Deputy is not able to take his/her DRT time off said deputy shall be paid those DRT hours at the Deputy’s straight time rate of pay. DRT hours are not subject to roll over from pay period to pay period. In the event a Deputy is mandated to stay during scheduled DRT time, the Deputy shall be paid at their overtime rate for the time that they actually were mandated to work and the DRT time shall not be carried over.

**DETECTIVE:** Work eight (8) hours shifts. Mon – Fri
Normal schedule is 0800-1600 or 1500-2300.

**FIU DET:** FIU Detectives will work a rotating schedule consisting of five (8) hour shifts. The work schedule will be developed by the FIU members in order to provide 24 hour a day seven days a week coverage, including a Detective on call for the County Coroner, and a Detective on call between 0001 hours and 0700 hours. The number of weeks in rotation will depend on the number of FIU Detectives in the Unit. The Unit Supervisor and/or the LEB Chief will approve the schedule.

**TOWNSHIP:** Employees in the patrol division may be assigned to work hours in specific Townships as designated by the contract agreements with those Townships. Currently the Sheriff’s Office has Township assignments that have 8 or 12 hour shifts, subject to agreement with the Township. Deputies assigned to these townships shall work the shift lengths that are agreed upon by the Office and the Township for operational needs.
SR22- Gang Suppression Unit:

Normally scheduled to ten (10) hour shifts with rotating days off. Normal work shift of 1500-0100.

CIVIL UNIT (Paper Service), WARRANT UNIT, DUMEG & COMMUNITY RESOURCE UNIT

Typically these positions are working an eight (8) hour shift and their schedules vary depending on their position.

JOB ASSIGNMENTS WITHIN COURT SECURITY

Screening (including juvenile transport)
Master Control/Prisoner Escort
Courtrooms (including field courts)
Explosive Detection K9 Handler(s)

Work Schedules within the Court Security Unit

<table>
<thead>
<tr>
<th>Screening/Explosive Detection 1st shift</th>
<th>Screening/Explosive Detection 2nd shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>0630-1430</td>
<td>1100-1900</td>
</tr>
<tr>
<td>0700-1500</td>
<td>1200-2000</td>
</tr>
<tr>
<td>0730-1530</td>
<td>1130-1930</td>
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<tr>
<td>0800-1600</td>
<td></td>
</tr>
<tr>
<td>0830-1630</td>
<td></td>
</tr>
</tbody>
</table>

Master Control/Prisoner Escort

<table>
<thead>
<tr>
<th>0500-1300</th>
<th>0800-1600</th>
</tr>
</thead>
<tbody>
<tr>
<td>0600-1400</td>
<td>0830-1630</td>
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<td>0800-1600</td>
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<td>0830-1630</td>
<td>0800-1600</td>
</tr>
</tbody>
</table>

Meal and rest breaks shall be taken in accordance with current policy and procedure, and as are currently enjoyed by the bargaining unit members.

Section 14.4 - Work Schedules and Posting of Schedules

The work schedules for each unit covered by this Agreement shall be posted on an annual basis. Such schedules may be changed by the Sheriff or his designee(s) for operational reasons. Such schedules shall not be changed solely for the purpose of avoiding overtime.
Section 14.5 - Shift Bidding

The Employer agrees to schedule all covered union members to annual shifts. Said shift bidding shall be done on or before October 15th of the preceding year. All shift bids shall be accomplished utilizing seniority as defined in this Agreement, except where a genuine issue concerning the mission of the Office arises. Courthouse deputies shall use their sworn date when shift bidding. Patrol deputies shall use their LEB seniority date when shift/beat bidding.

Section 14.6 - Shift Exchange

The Employer realizes that there are occasions when it is may be beneficial to both members and the Office for members to be allowed to exchange an RDO (regular day off) with another. Therefore, to best accommodate the personal needs of the member, members are granted the privilege of requesting to exchange scheduled work shifts, which requests may not unreasonably be denied.

Members may request to exchange an RDO with other members, provided both members are assigned to the same watch or division. The day(s) exchanged must be completed within twenty-eight (28) days of each other and shall be limited to any normal workday that personnel are scheduled to work within that watch or division. The member requesting the exchange must complete the exchange day report and submit it to the member’s Watch Commander, or if the member does not report to a Watch Commander, the member’s division commander for authorization.

Normally, a member may not be permitted to exchange an RDO with themselves, unless such exchange is beneficial to both the member and to the Employer or when under exigent circumstances as deemed exigent by the Employer in its’ sole discretion.

Section 14.7 - Overtime and Overtime Distribution

The employee shall receive overtime pay at the rate of one and one-half (1½) times his hourly rate for all hours worked in excess of the applicable regularly scheduled work day or period as
described hereafter. For employees assigned to an eight (8) or ten (10) hour work shift, overtime shall be paid for all hours worked in excess of forty (40) hours in a work week. For employees assigned to a twelve (12) hour shift, overtime shall be paid for all hours worked in excess of eighty (80) hours in a two week period. No employee shall be required to flex their hours to avoid overtime. The provisions of this section do not apply to Duty Reduction Time (DRT) as described in section 14.3 of this Article. If that time off is not given, it shall be paid at the members straight time rate for that period in accordance with applicable Fair Labor Standards Act provisions and section 14.3.

For purposes of this Article, “hours worked” shall not include hours paid but not worked such as, but not limited to, vacation, holiday pay, sick leave pay or compensatory time off. Nothing in this Agreement shall be construed to require the Sheriff or his designee(s) to fill any vacancy. The Sheriff and his designee(s) possess the absolute right to assign overtime work and employees must work overtime as assigned by his Sheriff or his designee(s).

Section 14.8 - Overtime Distribution

For the purpose of distributing overtime on a basis that allows everyone in the bargaining unit an equal opportunity to select overtime assignments, voluntary overtime assignments shall be distributed in the following manner:

1. The Employer shall post a list of employee names, ranked in order from top to bottom based upon sworn date seniority, for their respective division (IE: Court Service, Patrol, Detective, etc.). The posting of this list shall be accessible to all members covered by this agreement and shall be posted in each bureau and the divisions within those bureaus. (IE: Court House, Patrol Squad Room, Detective Division, F.I.U., Civil, Warrants, etc.).

2. Voluntary Overtime assignments shall be filled first by offering the assignment to the person on the top of the list, from that bureau / division. “Voluntary Overtime” shall be defined as overtime occasioned and known to the Employer at least TWELVE (12) hours prior to the existence of the need to fill a vacancy. A vacancy created with less than TWELVE (12) hours notice or approval by the Employer shall be considered a mandatory overtime assignment.
3. If the employee on the top of the list refuses his overtime opportunity the Employer or his designated representative shall proceed down the list to each consecutive name until an employee chooses to work the overtime assignment. If an employee cannot be reached for the overtime opportunity, the failure to be reached shall be considered a refusal of opportunity.

4. When the next overtime assignment occurs the Employer or his designated representative shall repeat the same process as described above, but starting with the employee whose name appears next on the list after the employee who chose the last overtime opportunity. If all the employees actively eligible on the list have been offered the overtime opportunity, the Employer shall then start new on top of the list, and all employees shall be deemed eligible of the overtime opportunity (as the list will have renewed itself.)

5. In instances where the overtime duty requires specialized training or certain qualifications, the Sheriff may consider only those employees who have the necessary training or qualifications for the overtime, provided however the selection of the employee is determined by seniority among those with requisite training and qualifications and the process in paragraphs 1-4 above shall apply to those with the requisite training and qualifications.

6. Employees may, at any time, withdraw their name from voluntary overtime consideration by signing a copy of the form attached herewith as Appendix C. Those employees who withdraw themselves from voluntary overtime consideration, however, are not exempt from mandatory overtime consideration. Should, at any time, an employee who has withdrawn from voluntary overtime consideration desire to become eligible for voluntary overtime, the employee must submit a copy of the form, attached herewith as Appendix D, to the Sheriff. The employee’s name is then placed on the list, according to seniority, and receives appropriate consideration according to the procedures enumerated herein.

7. In the case where there is an immediate hold over or call in needed to cover a partial shift for up to four (4) hours, then a supervisor may utilize the on duty shift or upcoming shift in order of seniority.
8. The Employer agrees to make reasonable attempts to equalize voluntary overtime opportunities among similarly qualified and situated employees on an annualized basis. If an employee establishes that voluntary overtime opportunities have not been properly equalized as to that employee, or that the procedures in the paragraphs of this Section, 14.8, have not properly been followed, the sole remedy shall be for the employee to be granted the next available voluntary overtime opportunity(ies) that the employee is qualified to perform.

9. **Mandatory Overtime** - In the event that there are no volunteers for an overtime assignment, or that there is less than twelve (12) hours notice of such need to fill a vacancy, such vacancy will be filled with an order-out of the least senior deputy on-duty with the qualifications necessary to carry out the work vacancy. A list shall be maintained by each watch commander detailing Mandatory Overtime assignments done through reverse seniority and the assignments shall be rotated by Office seniority such that the least senior employee mandated to work overtime goes to the end of the list and is not mandated to work overtime again until the entire list has been expired.

10. If a deputy takes an overtime post and the overtime assignment does not go past that deputy’s end of shift, the deputy will not be recycled back to the top of the list for the following day.

**Section 14.9 - Special Duty Details**

The Employer agrees to adhere to current written policies and procedures regarding the distribution of available Special Duty Details, which may be reviewed and reasonably updated from time to time by the Employer to comply with state law, attached as Appendix E.

**Section 14.10 - Compensatory Time**

Compensatory time may be earned by an employee in lieu of overtime pay, upon request by the employee and with the agreement of the employer and such agreement shall not arbitrarily be withheld.
Employees may accrue up to forty (40) hours of compensatory time during each calendar year, which can be replenished upon use. Requests to earn compensatory time in excess of the forty (40) hour limit shall be made to the employees Bureau Chief in writing. The forty (40) hours compensatory time accrual may be carried over from year to year.

Requests for the use compensatory time off must be made at least seventy two (72) hours in advance unless the members’ immediate supervisor or higher authority grants approval for less notice. Compensatory time off requests that adversely impact operations of the Sheriff’s Office or provide insufficient notice may be denied to the extent allowed by law. The requirement of overtime shall not be considered as an adverse impact on the operations of the Sheriff’s Office.

Nothing in this section shall preclude the employer from the right to request that an employee take compensatory time in lieu of overtime for any non-mandatory assignment, however, in the event that request is made by the employer, the employee has the right to decline the assignment. This provision does not apply to staffing overtime or hire backs.

Upon separation from the Sheriff’s Office unused compensatory time shall be paid at the employee’s then base hourly rate of pay.

**Section 14.11 - No Pyramiding**

Compensation shall not be paid more than once for the same hours under any provision of this Agreement. There shall be no pyramiding of overtime or premium compensation rates.

**Section 14.12 - Attendance at Court, Coroner Inquest, or Bureau Chief Hearings**

Employees attending court, Coroner inquest or Bureau Chief Hearings while off duty, as part of their normal job duties, shall be paid at the applicable rate of pay in accordance with Section 14.2 of this Article. If it is necessary for an employee to come in to the Sheriff’s Office to pick up evidence or other necessary materials, actual time worked by the employee will commence upon arrival at the Sheriff's Office and will continue until the deputy is permitted to leave.
Employees required to attend court on their off-duty time shall be guaranteed a minimum of three (3) hours of overtime pay per day, or the actual time worked, whichever is greater. The minimum guarantee shall not apply if court time continuously precedes or follows an employee’s working hours with no break in scheduled time off or scheduled start time, (regularly scheduled) in which case the employee will be paid only for actual hours worked. Employees on “stand by” to attend court during their off duty time shall be guaranteed two (2) hours of overtime work per day for such stand by, although such time shall not be pyramided when the employee is also paid for court attendance on the same day. When an employee receives a court notice or subpoena, such employee shall submit a copy to the Court Coordinator to verify their “stand by” status. Stand by pay will not be allowed when an employee receives 24 hour advance notice cancelling the employee’s appearance at the court proceeding or Coroner’s inquest.

Employees required to attend conferences with Assistant State’s Attorneys that overlap from either on-duty time to off-duty time or off-duty time to on-duty time will be paid in accordance with section 14.2 of this article for actual hours worked while off-duty. Members attending a conference with a State’s Attorney which does not occur on the same date as the trial for which the conference has been called shall submit the appropriate voucher for their attendance if the conference occurs while the member is off duty. The member will be paid in accordance with Section 14.2 of this Article.

If an employee is required to attend an Administrative Bureau Chief’s hearing while off duty, whether to answer charges or to testify as a witness, the employee will submit a voucher (overtime slip) to their Supervisor for the hours worked when the employee arrives at the Office until the time that they are allowed to leave.

**Section 14.13 - Overtime Pay**

The amount of an employee’s overtime pay shall be deemed to be one-and-one-half (1½) time the employee’s straight time hourly rate of pay. An employee’s straight time hourly rate of pay shall be determined by dividing the employee’s annual base wage by 2080 hours.
ARTICLE XV- AUTOMOBILE

Section 15.1 - Automobile

The Sheriff may provide to employees an automobile for use on official Sheriff Business. If provided, such automobile must be used in accordance with rules and regulations established by the Sheriff, which may be changed at any time by the Sheriff.
ARTICLE XVI- INSURANCE

Section 16.1 - Benefits and Premiums
Bargaining unit employees shall continue to receive the same health, dental and other insurance benefit options as most other DuPage County employees at the same employee/dependent premium cost(s) as those other DuPage County employees. In no event will bargaining unit employees pay more in premiums or co-pays, or receive less health or dental benefit for the insurance option they choose than other DuPage County employees who choose that same option.

Members injured on duty shall be subject to the temporary light duty policy, in accordance with Section 19.9 of this Agreement.

Employer provided life insurance in the amount equal to that provided to all other County employees shall be provided to all covered employees at no cost to them.

Section 16.2 - Survivor’s Insurance
The employer agrees to provide health insurance benefits to the surviving spouse of an employee as outlined in the provisions of the Illinois Compiled Statutes.

Section 16.3 - Retiree’s Insurance Coverage and Contribution and Early Buyouts
In accordance with Illinois Public Act 86-1444, employees covered by this agreement who retire shall be allowed to continue coverage under the health plan in effect for all active employees and shall pay for single/ family coverage in an amount equal to that paid by other retired DuPage County employees who have selected the same health plan option. Members covered by this agreement shall not be excluded from any early retirement incentive program offered to any other County employees. All members are covered by two kinds of retirement programs. Social Security insurance is provided on a shared cost basis; the member and the employer will pay social security at the rates designated by the IRS. This coverage is provided from the date of hire.
ARTICLE XVII- PERFORMANCE EVALUATIONS

Section 17.1 - Performance Evaluations

Each employee may be eligible for a performance review. The Sheriff or his designee(s) will conduct any performance review in accordance with procedures and standards that are developed by the Sheriff and which may be changed from time to time by the Sheriff.

Non-probationary employees shall be evaluated semi-annually. During the performance review, the supervisor and employee shall discuss each portion of the performance review report, focusing on the employee’s performance. The employee is encouraged to write any comments he has on the report and is required to sign it.

Probationary employees shall receive an evaluation of their job performance at various intervals after the appointment of the probationary employee. During the performance review, the supervisor and employee shall discuss each portion of the performance review report, focusing on the employee’s performance. The employee is encouraged to write any comments he has on the report and is required to sign it. When a probationary employee is under the direct supervision of a Field Training Officer the FTO shall evaluate him on a regular basis. The Sheriff or his designee(s) may order a special performance review when deemed appropriate, including, but not limited to, periods when an employee’s job performance is questionable, the employee is believed to be working below the level of performance necessary to accomplish the basic requirements of his position, or the employee is being considered for another position within the Sheriff’s Office and the prospective appointment would occur before the end of a performance review period.

Performance appraisal of each bargaining unit employee will be conducted by management on a bi-annual basis, by a supervisor who holds the rank of Sergeant or higher an employee’s evaluation shall be reviewed and discussed with the employee. An employee’s signature on the evaluation does not constitute agreement with the evaluation.

A supervisor will meet with an employee at the beginning of the evaluation period to discuss the performance appraisal system and expectations. Throughout the evaluation period the
supervisor will endeavor to provide the employee with feedback about significant performance matters. Throughout the evaluation period the employee will provide information to their supervisor about their significant performance achievements and about their below standards performance.
ARTICLE XVIII- SALARIES

Section 18.1- Steps Increase

Retroactive and effective during the pay period which includes December 1, 2015, separate pay scales have been established for those deputies and corporals assigned to the Sheriff's Administrative Bureau (appearing under the heading “Deputies and Corporals Assigned to the Administrative Bureau”) and for all other deputies, corporals and detectives (appearing under the heading “Deputies, Corporals and Detectives Not Assigned to the Administrative Bureau”), including deputy sheriffs below the rank of sergeant in the Sheriff's Law Enforcement Bureau, Fugitive Apprehension Unit, School Liaison Unit, Gang Suppression/Problem Investigation Unit and DUMEG), as shown on the Wage Schedule attached to the Agreement as Appendix A.

The step increases for deputies and corporals assigned to the Administrative Bureau shall be as follows: Retroactive and effective during the pay period which includes December 1, 2015, December 1, 2016, December 1, 2017 and December 1, 2018, employees will receive a 2% across-the-board step increase, except that effective December 1, 2015, employees with 17 or more years of service (Step 14) will receive a 2.25% increase, instead of 2%.

The step increases for all other deputies, corporals and detectives shall be as follows: retroactive and effective during the pay period which included December 1, 2015, employees will receive a 5% across-the-board step increase. Retroactive and effective during the pay period which included December 1, 2016, employees will receive a 2% across-the-board step increase. Effective during the pay period which includes December 1, 2017, employees with years of service 0 through 9 will receive a 2% step increase, and employees with years of service 10 through 16 will receive a 3.5% step increase (Step at 17+ years of service being eliminated). Effective during the pay period which includes December 1, 2018, employees will receive a 2.5% across-the-board step increase (Step at 16 years of service being eliminated).

All bargaining unit members who had separated from employment in good standing (retirement and separation in good standing) shall receive prorated retroactive payments based upon separation/retirement date, under the same terms and conditions as current bargaining unit members.
Effective January 1, 2018, employees in the position of court security officer shall be paid a wage of $17.85 per hour, and effective during the pay period which includes December 1, 2018, court security officers shall receive a wage increase of 1%.

**Section 18.2 - Step Increases on Anniversary Date**

Employees who are otherwise eligible for a step increase, if any, shall move to the next step on their anniversary date.

**Section 18.3 - Call Back Pay**

Any employee called back to work by the employer outside of his regularly scheduled shift or on his scheduled day off shall be paid a minimum of two (2) hours pay at the applicable rate of the affected member, beginning at the time of arrival at the designated location and ending at the completion of the assignment or reason for call back. The provision of the two (2) hour minimum shall not apply if an employee is called back to correct their own error, wherein they shall only be compensated for time actually worked.

**Section 18.4 - K-9 Compensation**

Canine handlers shall be compensated for the care and feeding of Canine Unit dogs while the Canine Unit dogs are in-service and not retired or have ownership otherwise transferred. They shall be paid a minimum of one (1) hr. pay at their regular rate of pay each day whether on or off duty, for the care and maintenance of the work dog to include but not limited to; feeding, cleaning the kennel and dog, exercise, and grooming, etc. The first hour of veterinary care, if off duty and the canine requires treatment that cannot be accomplished on scheduled duty time, shall be compensated through this stipend. Any time over one (1) hour shall be paid at the handlers overtime rate. The employer shall be responsible for the reimbursement / cost of supplies, veterinary care, food, furnishing the kennel, etc.
Section 18.5 - Stipends

A. Pager Stipend – Members in the Special Operations Unit / Hazardous Devices Unit / Explosive Detection K9 Unit / Detective Division / F.I.U. shall receive a stipend of $25.00 ($30.00, effective 12/1/17) for each week on call.

1. Payment shall be for actual restricted time only
2. Member may only be paid one stipend for the same period of restricted time
3. Payment shall be made annually on the member’s anniversary date.

B. Collateral Assignment Pay – Designated Patrol Evidence Technicians shall receive a stipend of $25.00 a week. Payment shall be made annually on the member’s anniversary date.

Section 18.6 – Deputy in Charge Pay / FTO Stipends

Members that are “Acting Corporal” (A/C), that are performing the functions of a Corporal, who are not a Corporal, whether assigned to JOF (Courthouse) or LEB (Patrol), shall receive one and one-half hours (1.5) overtime pay or compensatory time, at the members discretion, for each shift worked in that capacity.

Unit Training Officers in Court Security shall receive 2 additional days off each calendar year, as outlined in CTS 8-73.1.2, from the Sheriff’s General Orders.
ARTICLE XIX- MISCELLANEOUS

Section 19.1 - Printing of Agreement

The Union shall have the contract and any agreed upon Memoranda of Understanding printed, and the Employer shall be provided five (5) copies and all employees shall be provided a copy.

Section 19.2 - Personnel Files

Any employee may inspect his or her own personnel file twice a year as per the Personnel Record Review Act. This may be done at any time, which is mutually convenient to the Sheriff’s Office and the employee. During this inspection a personnel staff member must accompany the employee.

Section 19.3 - Retirement Stars and Identification

The Sheriff shall issue retirement identification cards to retiring sworn personnel with a minimum of twenty (20) years of service and who are retiring in good standing. Retiring Personnel must return their regularly issued star and identification cards and are prohibited from retaining original issue stars or identification cards. The Sheriff shall issue retirement stars with the banner “RETIRED” to sworn personnel who are retiring in good standing with a minimum of twenty (20) years of service with the DuPage County Sheriff’s Office.

Section 19.4 - Residency

Sworn employees of the Sheriff’s Office shall reside within the geographic boundaries established by the Sheriff, per the attached map (Appendix B).

Section 19.5 - Resignation: Voluntary Termination

Employees shall submit their intent to resign, in writing, fourteen (14) days prior to the effective date of said resignation. Failure to give proper notification of resignation will result in the members’ ineligibility for rehire or recommendation.
Section 19.6 - Reimbursement of Training and Equipment Expenses

Employees attending training shall be reimbursed for expenses relating specifically to such training in accordance with current DuPage County Travel/Business Reimbursement Regulations or as such regulations shall be modified or changed from time to time.

The employee shall be reimbursed for costs incurred in connection with attendance at certain Office authorized training courses, whether held within or outside of DuPage County, as approved by the Bureau Chief prior to the attendance of the course. The employee will also be reimbursed for attendance at luncheons, conferences and other job related occasions when requested to attend by the Office and approved by the employees Bureau Chief.

Any employee who wishes to voluntarily separate their employment within one year after completion of any specialized training provided by the Sheriff's Office understands that the costs of said training, uniforms and equipment provided, will be withheld from any final compensation or payments due them from the DuPage County Sheriff's Office.

Employees attending training, at the direction of the Office, shall be reimbursed for expenses relating specifically to such training in accordance with then existing reimbursement regulations.

Section 19.7 - Outside Employment

Employees covered by this agreement who wish to work outside employment will submit their requests in writing to the Sheriff on the form approved by the Sheriff. Approval of such outside employment requests shall not be unreasonably denied by the Sheriff.

Section 19.8 - Rules and Regulations

Unless otherwise stated and agreed to in this Agreement, Sheriff's Office General Orders, Rules, Regulations, and Policies shall be updated regularly to maintain compliance with all applicable codes and laws, including standards as determined by any accrediting body. The Sheriff retains the authority to make, change, update or alter any of the above in a manner
that is neither arbitrary nor capricious unless specifically agreed to in this agreement. Employees covered by this agreement shall be provided access to a copy of such rules, regulations, general orders and/or policies and procedures.

**Section 19.9 - Temporary Light Duty**

The employees covered by this agreement shall be subject to the temporary light duty policy as enumerated in the Temporary Light Duty Policy from the Sheriff's Office Policy Manual, PER 1-2,1, effective 2.1.2002, and which may be amended from time to time in accordance with law, attached hereto as Appendix F. While on light duty, employees shall continue to receive all compensation and insurance benefits at the same level as employees on full duty. The parties agree that the Sheriff will make all reasonable efforts to provide light duty positions.

**Section 19.10 - Reassignment**

Employees, who are not fulfilling their responsibilities at a competent level, may be considered for reassignment to another position or classification as an alternative to termination or other discipline when they qualify and have the requisite knowledge and skills for a position of a different or lower classification.

Employees may, for personal or other reasons, request in writing a position of a different or lower classification.

**Section 19.11 - Tuition Reimbursement**

The employees covered by this agreement shall receive tuition reimbursement benefits in accordance with the Tuition Reimbursement Policy from the County’s Personnel Manual at Chapter 3D, attached hereto in Appendix M.
**Section 19.12 - Adoption Assistance**

The employees covered by this agreement shall receive adoption assistance in accordance with the Adoption Assistance Policy from the County’s Personnel Manual at Chapter 3H, attached hereto in Appendix N.

**Section 19.13 - Survivor’s Benefits**

Any members’ eligible survivor, in the event of a line of duty death, is entitled to federal benefits provided for in the “Public Safety Officers Act” (42 U.S.C. 3796, *et seq*.). These benefits are provided through the federal government and not by the employer.

Additionally, members are provided with death benefits and disability protection through Illinois Municipal Retirement Fund, (IMRF). Details of these benefits are available through the County Personnel Department or through the Administrative Assistant in the Sheriff’s Administrative Office. A deceased member’s survivors may be eligible for other benefits provided by the State of Illinois, this section is not meant to be restrictive.

**Section 19.14 - Pension Plan/Retirement**

All members are also covered by a pension plan as provided through the Illinois Municipal Retirement Fund as set forth in the Illinois Municipal Retirement Fund in the County Policy Manual at 3B attached hereto in Appendix O. In addition, the Sheriff’s Law Enforcement Pension covers all Deputies. Complete details on eligibility requirements and extent of coverage are made available to the member at the time of employment.

**Section 19.15 - Employee Retention Program**

The employees covered by this agreement shall receive retention benefits as granted to other County employees in accordance with the Employee Retention Program Policy from the County’s Personnel Manual at Chapter 3F, attached hereto in Appendix P. These benefits are available to those employees who began their employment with DuPage County on or before November 30, 2002.
ARTICLE XX- WORKING CONDITIONS

Section 20.1 - Work Environment

The Employer shall endeavor to provide a reasonably safe work environment for all employees. The Employer, the Union, and all bargaining unit employees shall communicate as necessary to achieve this purpose.

Section 20.2 - Communicable Diseases

The current Personnel Policy OFF.4-33.3 is hereby incorporated into this Section of the Agreement. The Sheriff will maintain a policy that is in compliance with current CALEA and OSHA standards.

Section 20.3 - Safety Training for Field Work

All employees shall participate in mandatory safety training during regularly scheduled work hours as required by the Sheriff. Employees will not be required to bear the cost of the training.

Section 20.4 - Sub Contracting

The Employer will not subcontract work historically performed by the bargaining unit, provided that, commencing January 1, 2018, the Employer may hire full-time Court Security Officers, pursuant to 55 ILCS 5/3-6012.1, to perform the functions necessary to maintain the security of the courthouse and other courtroom facilities, as authorized by 55 ILCS 5/3-6023, including protecting judges, safeguarding juries, maintaining decorum in the courtrooms, and executing all lawful orders and instructions of the court. Such Court Security Officers may be employed by the Sheriff to replace deputy sheriffs upon their retirement or termination of their employment by the Employer. The Employer and the Union agree to file a joint Unit Clarification Petition to add such Court Security Officers to the bargaining unit.
Section 20.5 - New Positions

If the Sheriff, at his or her sole discretion, determines to implement the position of Gang Unit Officer or Judicial Intelligence Officer in Court Security, such positions shall be staffed by a Deputy Sheriff. In addition, Court Security Officers shall not be used to staff the Sheriff's Warrant Call Center.
ARTICLE XXI - UNIFORM

Section 21.1 - Uniforms

Newly hired employees shall be given the following items and accessories. This list is subject to change based on factors including, but not limited to: product availability, changes in law or regulation, or operational needs of the Office. The number of each item is indicated:

A. Deputy Sheriff:

1. Jacket, year round - Navy blue – 1
2. Liner for above jacket - 1
3. Shirts - (Summer), Short sleeve - 4
4. Shirts - (Winter), Long sleeve - 4
5. Slacks - 4
6. Neckties - 2
7. Nameplates - 2
8. Velcro, or Plain Belt, - 1
9. Shoes - Black Oxfords - 1 pair
10. Gold Tie bar - 1
11. Glove Pouch - Plain Black - 1
12. Handcuffs - 1
13. Slim Line Cuff Case, Plain - 1
14. Sam Brown Belt – 1
15. Belt keeper - 4
16. Magazine Pouch–Double Automatic or Speed Loader Case - 1
17. Sheriff's Hat, Navy, Felt - 1
18. Black and Green Raincoat w/DuPage Screen - 1
19. Black Nylon Rain Hat Cover - 1
20. Riot Helmet - 1
21. Riot Conversion Kit - 1
22. Level II, Body Armor W/Cover - 1
23. Green Mesh Safety Vest w/Sheriff Screen - 1
24. Star - 1
25. Wallet Star - 1
26. Commission Card – 1
27. Master Gun Cable Lock - 1

B. Deputy Sheriff assigned to Bike Patrol:

1. Shirt - (Summer), Short sleeve - 1
2. Shorts - (Bike), Lined, Navy - 1
3. Pants - (Bike), Lined, Navy - 1
4. INNSR Duty belt ultra - 1
5. Duty belt ultra - 1
6. Mini Mag pouch - 1
7. Double Magazine pouch - 1  
8. Universal radio case - 1  
9. High Ride duty holster - 1  
10. Baton holder - 1  
11. Shoes - 1 pair  
12. Cuff case – 1

Any employee assigned to SWAT, K-9 and Hazardous Devices shall be issued the specific equipment to that assignment, as currently practiced, for the duration of this contract.

All employees issued soft body armor are required to wear the soft body armor while performing the duties as a member of this Office unless exempted by medical documentation. All soft body armor issued shall comply with the current minimum protective standards prescribed by the National Institute of Justice. Employees shall wear only Office-approved body armor. Body armor shall be worn in accordance with the manufacturer’s instructions and guidelines. Employees issued Office body armor are required to wear their body armor including all ballistic panels inserts in accordance with the manufacturer’s guidelines. The Sheriff’s Office shall replace body armor that is worn, damaged or expired as per manufacturer’s recommendations. The employee shall pay for body armor that must be replaced due to the misuse or abuse by the employee. Wearing, care and maintenance of Office uniforms shall be in accordance with Office Policy PER 1-9.

**Section 21.2 - Clothing Allowance**

Employees covered by this agreement that are assigned to uniformed positions shall receive a letter of authorization one (1) time per year authorizing them to spend $550.00 at the vendor that is currently under contract with the Employer to supply approved uniforms and equipment. Employees covered by this agreement that are not assigned to uniformed positions, *i.e.* detective division, forensic division, narcotics unit, may, in lieu of the clothing allowance authorization letter, opt to receive an amount added to their pay check one (1) time per year in the amount of $650.00 to be added to their taxable income.
ARTICLE XXII- EMPLOYEE DRUG, ALCOHOL AND OTHER TESTING

Section 22.1 - Employee Drug and Alcohol Testing Policy

It is the policy of the Sheriff that the public has the absolute right to expect that persons employed by the Sheriff will be free from the effects of drugs and alcohol. Accordingly, the Employer may require employees to submit to random urinalysis testing and/or other appropriate drug and alcohol testing at a time and place designated by the Employer.

At the time of such testing, the employee may request that a blood sample be taken at the same time so that a blood test can be performed if the employee tests positive in the urinalysis test. If an employee tests positive in any such test, the test results shall be submitted to the Sheriff or his designee(s) for appropriate action. A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for a confirmatory test to be conducted by a licensed clinical laboratory of the employee’s choosing and at the employee’s expense. The first time a non-probationary employee tests positive for drugs or alcohol in a test administered under this Section, the Sheriff, at his sole discretion, shall have the right to discipline the employee, up to and including termination.

The use, sale, purchase, delivery or possession of illegal drugs, abuse of prescribed drugs, failure to report to the Sheriff known adverse side effects of medication or prescription drugs which the employee may be taking, as well as being under the influence of alcohol or the consumption of alcohol while on duty or just before duty begins shall be cause for discipline, including discharge. For purposes of this Section, “under the influence of alcohol” shall be defined as a blood alcohol level of more than .02%, although a blood alcohol level of below .02% shall not preclude the Sheriff from establishing a violation of this Article by other means. The Sheriff, or his designee, may also require an employee to submit urine and/or blood tests if the Sheriff determines there is reasonable suspicion for such testing. The illegal use, sale or possession of prescribed drugs at any time while employed by the Employer, abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol immediately before or while on duty, shall be cause for discipline up to and including termination.
Section 22.2 - Prohibitions Against Use or Consumption of Narcotics, Alcohol, or Other Substances Pursuant to this Agreement

(a) Any location at which County or Sheriff’s Office business is conducted, whether at the County Complex or any other worksite, is declared to be a drug-free workplace. This will include County vehicles and any private vehicles parked on County premises or work sites.

(b) All employees are prohibited from reporting for work with their physical or mental faculties adversely affected because of prior indulgence in alcohol, illegal drugs or through the misuse of prescription medications.

(c) Employees are generally prohibited from consuming alcohol during their work hours. For rare and special occasions an employee may request prior approval from their supervisor. Exceptions to this are members whose assignments may require them to consume alcohol in the course of their job duties (i.e., undercover assignments).

(d) All employees are prohibited from unlawfully manufacturing, distributing, dispensing, or using controlled substances in or outside of the workplace. The following is a partial list of controlled substances. The Personnel Division can provide a complete listing and explanation of controlled substances. Controlled substances for purposes of this policy include: Narcotics (heroin, morphine, etc.), Cannabis (Marijuana, hashish), Stimulants (cocaine, amphetamine, etc.), Hallucinogens (PCP, LSD, “designer drugs,” etc.).

It is the employee’s responsibility to inform their Department Head or Supervisor if the employee is currently on medication and is operating Sheriff’s Office machinery or equipment. An employee may not have their work performance adversely affected by controlled substances or alcohol and still be in compliance with this policy.

Section 22.3 - Over-the-Counter/Prescription Drugs

In the interest of public and employee safety, employees will in good faith, notify the Employer of any known side effects of over-the-counter or prescription drugs which may adversely affect job performance. A “known side effect” is an effect of an over-the-counter or prescription drug...
of which the employee has been informed by a physician or has experienced in the past. Upon
notification, the Employer may reassign the employee for the period of time during which the
employee is affected. Such notification by an employee, standing alone, will not result in
disciplinary action. The Employer is in no way limited by this section from taking action
under the disciplinary section of this Agreement if employee abuse of over-the-counter or
prescription drugs warrants such action.

Section 22.4 - Type of Testing

Where the Employer has a reasonable suspicion that the employee has consumed alcohol
during the course of the work day, or used illegal drugs, the Employer has the right to require
the employee to submit to alcohol or drug testing.

Section 22.5 - Order to Take Test

The Employer shall provide the employee at the time he/she is ordered to submit to testing
with a written notice of the order, setting forth at least some of the facts and inferences upon
which the Employer bases its conclusion of reasonable suspicion. The employee shall have
the right, upon request, to consult with a union representative and/or counsel prior to any
questioning, so long as the request does not delay the testing process. Refusal to comply with
the order to test shall subject the employee to discipline, but taking of a test shall not operate
to waive any objection or rights the employee may have.

Section 22.6 - Tests to Be Conducted

The Employer shall use a clinical laboratory or hospital facility that is licensed per the Illinois
Clinical Laboratory Act. The Employer shall establish a chain of custody procedure to insure
the integrity of samples and test results, and shall not permit the employee or any other
bargaining unit member to be part of such chain. Sufficient samples shall be collected so as
to permit an initial, a confirmatory test, and a subsequent test to be arranged at a facility of
the employee’s choosing. The Employer agrees to pay for the subsequent test at the laboratory
chosen by the employee if the subsequent test result is negative. The Employer agrees that
testing shall be by gas chromatography/mass spectrometry (GCMS) or an equivalent
scientifically accurate test. In cases where the Employer has probable cause to suspect alcohol consumption, the Employer may require the employee to submit to a Breathalyzer test or Intoximeter.

Section 22.7 - Results

As to drug testing, the Employer shall only be notified in the event that a sample has tested positive for a particular drug on both the initial and confirmatory test, and any information otherwise coming into the possession or knowledge of the Employer (e.g. insurance billings) shall not be used in any manner or forum adverse to the employee’s interests. As to alcohol testing, test results showing a blood alcohol concentration of .02% shall be considered positive. Any level of alcoholic concentration below .02% shall not prevent the Employer from showing that the employee consumed alcohol in violation of Section 22.1 or 22.2 of this Article. The employee shall receive a copy of all test results received by the Employer.

Section 22.8 - Right to Contest

The Union and/or the employee shall have the right to contest and/or grieve any aspect of any testing under this Article, including the right to test, the order, the administration of the test, the significance or accuracy of the test, or the consequences of the test results if such consequences do not result in discipline. Nothing herein shall waive or limit any rights employees may have concerning such tests that may arise outside the Agreement, which the employee may pursue with or without the Union.

Section 22.9 - Voluntary Request for Assistance

No adverse employment action shall be taken in any manner or forum against any employee who voluntarily seeks assistance for alcohol or drug related problems, other than the Employer may temporarily reassign an employee if he/she is then unfit for duty in his/her current assignment. Provided, however, an employee who voluntarily seeks assistance for an alcohol or drug related problem more than one time may be subject to adverse employment actions. All such requests shall be held strictly confidential and not released or used in any manner or forum contrary to the employee’s interests; and provided further, however, that this
provision shall not apply where the employee is under investigation prior to voluntarily seeking assistance, or whose violation of this Article is about to be discovered.

Section 22.10 - Pre-Employment Testing

Nothing in this Article shall prohibit the Employer from requiring and conducting pre-employment drug testing.

Section 22.11 - Employee Assistance Program

A specific Employee Assistance Program (EAP) is offered through the County of DuPage. EAP is a confidential service that offers professional counseling and referral services.

Participation in EAP is voluntary. Services of the EAP are available to all Office members by request or supervisory referral. If further help is needed, an EAP counsel shall provide a referral to another appropriate community resource based on its referral policy.
ARTICLE XXIII- EMPLOYEE SOLICITATION

Section 23.1 - Employee Solicitation

While the Employer acknowledges that bargaining unit employees may conduct solicitation of DuPage County merchants, residents or citizens, the Union agrees that no bargaining unit employee will solicit any person or entity for contributions on behalf of the DuPage County Sheriff's Office or the County of DuPage.

Bargaining unit members agree that the Office name, shield or insignia, communication systems, supplies and materials will not be used for solicitation purposes. Solicitation for the benefit of the collective bargaining representative by bargaining unit employees may not be done on work time or in a work uniform. The bargaining unit employees agree that they will not use the words “DuPage County Sheriff's Office” in their name or describe themselves as the “County of DuPage.” Bargaining unit members shall have the right to explain to the public, if necessary, that they are members of an organization providing collective bargaining, legal defense and other benefits to all members employed by the County.

The foregoing shall not be construed as a prohibition of lawful solicitation efforts by bargaining unit members directed to the general public. Each party hereto agrees that they will comply with all applicable laws regarding solicitation.

This Section 23.1 does not apply to the solicitation efforts of the Metropolitan Alliance of Police or any of its agents who are not bargaining unit employees.
ARTICLE XXIV- NO STRIKE OR LOCKOUT

Section 24.1 - Strike Prohibited

The Union or any officers, agents, representatives or employees covered by this Agreement shall not in any way, directly or indirectly, call, instigate, authorize, promote, sponsor, engage in, participate in, encourage or condone any strike, sympathy strike, sit-in, slowdown, concerted stoppage of work, concerted refusal to perform overtime, mass resignations, mass absenteeism, picketing or any other intentional interruption, disruption or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer, or any other intentional interruption of operations or other concerted refusal to obey lawful orders of the Employer or designee, or to ratify, condone or lend support to any such conduct or action against the Employer.

Any employee who violates any of the provisions of this Article may be subject to immediate discharge or otherwise disciplined by the Employer, at the discretion of the Employer. In the event of a violation of this Section of this Article the Union immediately shall disavow such action and instruct the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations.

Section 24.2 - Discipline of Strikers

Any employee who violates the provisions of Section 24.1 of this Article may be subject to immediate discharge or otherwise disciplined by the Employer, at the discretion of the Employer.

Section 24.3 - No Lockout

The Employer agrees that it will not lock out employees during the term of this Agreement.
Section 24.4 - Employer’s Judicial Remedies

Nothing in this Article shall be construed as a limitation upon the right of the Employer to seek judicial relief in the nature of injunctive relief and or money damages, or to discipline employees, if this Article is violated.
ARTICLE XXV- ENTIRE AGREEMENT

Section 25.1 - Entire Agreement

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term unless otherwise expressly provided herein.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as otherwise specifically provided herein, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, including the impact of the Employer’s exercise of its rights as set forth herein on wages, hours of work or terms and conditions of employment.
ARTICLE XXVI - SAVINGS CLAUSE

Section 26.1 - Savings Clause

If any Article, Section or portion of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, invalid, unenforceable or not in accordance with applicable statutes, by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decisions or legislation shall apply only to the specific Article, Section or portion thereof and the remaining parts or portions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties shall thereafter meet to negotiate over the provisions that are so declared. The terms of Article XXI, No Strike Lockout, shall remain in full force during the period of any such negotiations.
 ARTICLE XXVII- DURATION AND TERM OF AGREEMENT

Section 27.1 - Duration and Term of Agreement

Unless otherwise specified herein, this Agreement shall be effective as of January 17, 2018, the date of the Arbitrated Award by Arbitrator Brian Clauss, and shall terminate at 11:59 p.m. on the 30th day of November 2019. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the date of expiration or anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.

Notwithstanding any other provision of this Article or agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Arbitrated Award issued effective January 17, 2018 by Arbitrator Brian Clauss.

Executed this ________ day of ___________, 2018.

DU PAGE COUNTY SHERIFF                     METROPOLITAN ALLIANCE OF POLICE, CHAPTER #126

_____________________________         _____________________________
John E. Zaruba, Sheriff                 Keith George, President MAP

_______________________________
Date

COUNTY OF DU PAGE

_______________________________
Dan Cronin, Chairman

_______________________________
Date

734411.4

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# APPENDIX A – WAGES

## Deputies and Corporals Assigned to the Administrative Bureau

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**55 ILCS 5/3-6012.1 Court Security Officers**

Effective January 1, 2018, Section - 6012.1 Court Security Officers shall be compensated as set forth below:
Starting Pay - $17.85/hour

Effective December 1, 2018, employees shall receive an hourly wage increase of 1%, as follows:
Starting Pay - $18.03 /hour
APPENDIX B - RESIDENCY BOUNDARIES

*Sheriff’s Office Revised Residency Boundaries*

**Northern Boundary**  
Lake County-McHenry County Borders to the Kane County-Cook County Border

**Western Boundary**  
Kane County-Kendall County Borders to the DeKalb County-LaSalle County Borders

**Southern Boundary**  
An extension of the Will County-Cook County Border that runs through Steger due West to connect with the Kendall County Border that runs through Minooka

**Eastern Boundary**  
Lake Michigan to the Indiana State Line

Rules and Regulations on use of Sheriff’s Office vehicles remain the same.
APPENDIX C - OVERTIME REMOVAL

TO: Sheriff John E. Zaruba, via the Chain of Command

FROM:

DATE:

RE: Request to be REMOVED from Voluntary Overtime call list

I, ____________________________, hereby request to be REMOVED from
(Print name and badge number here)

the voluntary overtime call list. I understand that by submitting this request I will NOT be contacted for voluntary overtime should the opportunity arise and that I must submit a Request to be Added to the Voluntary Overtime call list should I wish to be contacted for voluntary overtime in the future.
APPENDIX D - OVERTIME REQUEST

TO: Sheriff John E. Zaruba, via the Chain of Command

FROM:

DATE:

RE: Request to be ADDED to Voluntary Overtime call list

I, __________________________, hereby request to be ADDED to the voluntary overtime call list. I understand that by submitting this request I will be contacted for voluntary overtime should the opportunity arise and that I must submit a Request to be Removed from the Voluntary Overtime call list should I wish to not be contacted for voluntary overtime in the future. I also understand that failure to answer the attempts at contact for voluntary overtime will be documented as a refusal to accept the overtime.
APPENDIX E - OFF 4-93 SPECIAL DUTY DETAILS

GENERAL ORDER NUMBER: OFF 4-93

EFFECTIVE DATE: 08/25/09

REFERENCES: CALEA 22.3.4

CHAPTER: Outside Employment

SUBJECT: Special-Duty Details

I. POLICY:

To provide off-duty sworn personnel of all Bureaus a fair and equitable opportunity to participate in special-duty details requested by private citizens and/or businesses.

II. PURPOSE:

To establish guidelines and procedures for special-duty details to include:

A. Criteria for approval
B. Administration
C. Supervision
D. Duties and responsibilities

III. DEFINITIONS:

As used in this document the following definitions shall apply:

A. Workweek - A seven day period beginning at 0001 hours Sunday and ending 2400 hours Saturday.

B. Employment - The provision of a service, whether in exchange for a fee or other service.

C. Part-time employment – Employment while off-duty that does not entail either the actual or implied use of police authority.

D. Special-duty detail – Employment while off-duty that entails the use of police authority.
IV. ADMINISTRATION:

The Office of Professional Standards shall be responsible for the overall administration and supervision of the Special-Duty Detail program.

All inquiries for special-duty details shall be directed to the Special Assignments Assistant, Office of Professional Standards for evaluation and content based on current requirements of the program.

If the request meets at least the minimum criteria for authorization of a detail, the Assistant shall prepare a Request for Special Details form and submit it to the Director through the chain of command for initial approval. The detail request form shall be placed in a prescribed common location for qualified Deputies to observe and indicate their request to be considered for the detail. The complete detail listings will be available for viewing and sign-up seven days a week between the hours of 0800 and 1600. Deputies will be required to indicate in a logbook the times that they viewed the detail listings. This logbook will be maintained at the same location. Deputies must sign only in the appropriate slot for the detail with their signature and are prohibited for signing for other deputies not present. The deputy's signature is a commitment he/she is obligated to fulfill.

When sufficient personnel have indicated their request to be authorized to work the detail, the Assistant shall recover the special-duty detail form and submit it for final approval.

No Office member shall accept or make arrangements for a special-duty detail without prior authorization from the Office of Professional Standards except in extenuating circumstances. Only the on-duty Patrol Watch Commander shall accept and staff emergency requests for a special-duty detail based on Office guidelines and with written notification forwarded immediately to the Office of Professional Standards.

Members working special-duty details shall be afforded the same worker’s compensation benefits as are provided for members who are serving in an on-duty status.

Special-duty details may be suspended, canceled or terminated at any time by the Sheriff.

V. SPECIAL ASSIGNMENTS ASSISTANT DUTIES AND RESPONSIBILITIES:

The Special Assignments Assistant shall be responsible for the following including, but not limited to:
GON: OFF 4-93

CHAPTER: Outside Employment

SUBJECT: Special-Duty Details

A. Inquiring from the requestor what services they are seeking and whether or not an Office vehicle will be needed for use during the detail.

B. Informing the requesting citizen or business agent of the fees charged by the Office for special-duty details.

C. Informing the requesting citizen or business agent that all fees shall be paid by check, made out to DuPage County. Permanent, ongoing details shall be billed on a monthly basis.

D. Invoicing the vendor for hours worked and reconciling checks received with outstanding invoices. Checks shall then be given to the Administrative and Support Services Bureau Chief for deposit into the county's General Fund.

E. Informing the requesting citizen or business agent that payment to the Deputy working the special-duty detail shall be by check, payable to DuPage County.

If a Deputy has difficulty receiving payment for a detail, the Office of Professional Standards is to be informed and shall assist the Deputy in receiving payment.

F. Providing the Sheriff, Law Enforcement Bureau Chief, Corrections Bureau Chief, Administrative Bureau Chief, Patrol Division Watch Commanders and Communications Center a daily listing of all special-duty details being worked, to include:

1. Type of detail
2. Location of detail
3. Time of detail
4. Personnel working the detail
5. Any special information concerning the detail

G. Advising the Director of the Office of Professional Standards of the termination of any permanent or on-going details.

H. If the detail is within an incorporated municipality, notifying the local police department of the detail and all necessary information pertaining to the detail. The Assistant shall document the date, time and the individual contacted.
GON: OFF 4-93
CHAPTER: Outside Employment
SUBJECT: Special-Duty Details

I. Ensuring that details are distributed fairly and equitably to all interested, qualified, sworn personnel in all Bureaus and sections of the Office.

J. Maintaining complete records of all details, including permanent and ongoing details.

VI. CRITERIA FOR DETAILS:

A. Special-duty details shall be accepted only within DuPage County. Under no circumstances shall details be accepted or authorized outside of DuPage County.

B. Office members with the rank of Major or above are proscribed from working special-duty details. The exception to this criterion will be for the coordination of a special event as directed by the Sheriff.

C. Members may work a maximum total of 20 hours of special-duty details, part-time employment or a combination of special-duty details and part-time employment in any given workweek. In addition, members may work a maximum total of 16 hours in any 24-hour period including regular duty, special-duty details and part-time employment. Court time occurring outside a member’s regularly scheduled duty hours, additional time worked due to arrests made at the end of a shift and conditions that require overtime for reasons of public safety shall not count as time worked for purposes of determining the 16 hour maximum limitation contained in this section.

D. Exceptions to section B above:

1. Members who take a vacation day to work a special-duty detail may work a maximum total of 10 hours of special-duty on that day.
2. Members who take a week of vacation to work a special-duty detail may work a maximum total of 40 hours during that workweek on that special-duty detail.

E. No member may accept cash for any service nor gift, gratuity or reward as described in REG 3-1, T. REGULATION 20.

F. Generally the following types of details shall be authorized:

1. Traffic control
GON: OFF 4-93
CHAPTER: Outside Employment
SUBJECT: Special-Duty Details

2. House moves
3. Security for special events
4. Security for facilities or parking lots
5. Details shall not be accepted which would require Deputies to act as bouncers or to check the identification of persons.
6. Details shall not be accepted which would require Deputies to work at an establishment that engages in the business of selling or dispensing alcoholic beverages.

G. The primary factor for acceptance and authorization of special-duty details shall be based on the best interest of the Office in furthering professionalism, protecting the reputation of the Deputy and the Office, and ensuring that the Office receives full and faithful service in return for its expenditure of resources.

VII. USE OF OFFICE EQUIPMENT AND VEHICLES FOR DETAILS:

A. Uniforms - Deputies shall wear the complete seasonal Class "B" uniform as prescribed in Office Written Directives (PER 1-9) including traffic vests which shall be worn for all traffic related details. Other special unit uniforms are prohibited during a detail. The only exception to this may be when the Director determines that plainclothes shall be authorized due to the nature of the detail and at the request of the private citizen or business contracting the detail.

B. Office Vehicles - The use of Office vehicles is authorized for details requiring a vehicle or at the request of the person contracting the detail. The person contracting the detail shall agree to pay a predetermined fee to the Office for the use of the vehicle.

Deputy's assigned vehicles may use their vehicle for traveling to and from special-duty details. However, the vehicle shall not be used on the detail unless the Office is reimbursed for the use of the vehicle. Under no circumstances will marked vehicles be parked in the parking lots of establishments that engage in the business of selling or dispensing alcoholic beverages.

Deputies are subject to call out in emergencies whenever they are in the possession of an Office vehicle. The assignment of the emergency shall take precedence over the detail.
GON: OFF 4-93
CHAPTER: Outside Employment
SUBJECT: Special-Duty Details

C. Portable Radios - When available, Deputies working details shall be provided with portable radios. In the event there are not enough portable radios for all personnel working special-duty details, the on-duty Patrol Division Watch Commander shall assign portable radios on a priority basis. Deputies’ assigned portable radios shall keep their radios on at all times during a detail.

D. Highway Flares - Deputies working special-duty details, where the use of an Office vehicle has been authorized, may use those highway flares with the vehicle as necessary. Deputies working details where an Office vehicle is not authorized may not use highway flares issued by the Office.

E. Other equipment - Other Office equipment may be used only when the Office is compensated for the equipment.

VIII. PATROL WATCH COMMANDER; DUTIES AND RESPONSIBILITIES:

The on-duty Patrol Division Watch Commander shall be responsible for:

A. Ensuring that Deputies working details are properly equipped for the detail. This may be accomplished either by personally issuing equipment or through checks made by the Patrol Sergeant.

B. Announcing to on-duty Patrol personnel those details being worked during the Watch period ensuring that Deputies are aware of all details being worked in their assigned patrol beat. This announcement shall include;

1. Where the detail is being worked
2. The hours of the detail
3. Who is working the detail
4. Type of detail
5. Whether or not the Deputy on the detail has a radio

C. Verifying details being worked for other law enforcement agencies

IX. SUPERVISION:

A. While working special-duty details Deputies, regardless of rank assignment or Bureau, shall be subordinate to the on-duty Patrol Division Watch Commander.

B. The Patrol Sergeant, whenever possible during their tour of duty, shall make checks on Deputies working details.
C. When more than two Deputies are working a detail, one of them shall be designated as Supervisor for the detail. The Detail Supervisor shall act as liaison between the Office and persons requesting the detail.

X. DEPUTIES DUTIES AND RESPONSIBILITIES:

Compensation for special-duty details will be added to the Deputy’s regular pay and included as part of paychecks. All appropriate deductions (taxes, etc.) will be automatically taken. Special detail compensation will also be included in computations for IMRF and SLEP benefits.

A. Deputies may work only those special-duty details arranged or authorized by the Office. All arrangements and authorizations shall be through the Office of Professional Standards. All deputies must have completed their:

1. Probationary period
2. Basic training
3. Current weapons qualification
4. Traffic direction training
5. Arrest procedures training

Authorization to participate in special-duty details prior to completion of the one-year probationary period may be given only by the Sheriff.

B. Deputies may not engage in special-duty details while on:

1. Sick day
2. Sick leave
3. Administrative leave
4. Emergency leave (i.e. death in family)
5. Family leave
6. Maternity leave
7. Military leave
8. Workman’s compensatory status
9. Light duty
10. Suspension day(s)

C. While working special-duty details, Deputies shall comply with and be governed by all Office Written Directives. Failure to do so may lead to disciplinary action and/or revocation of permission to work special-duty
GON: OFF 4-93

CHAPTER: Outside Employment

SUBJECT: Special-Duty Details

D. Deputies working special-duty details shall, upon arrival at the detail location, notify the Communications Center and request a complaint number for that detail. After completing the detail, the Deputy shall notify the Communications Center for assignment of the completion time.

Any Deputy who works an approved special-duty detail shall recover the CADS sheet from the Special Details tray in the Communications Center, indicate the number of hours they worked the detail and sign off with their signature. In addition the Deputy shall fill out an overtime slip indicating the hours worked, attach the CADS sheet to the overtime slip and submit both to the Office of Professional Standards within four days for approval.

If several Deputies work the same detail, the Deputy calling in the initiation of the detail shall print the names and computer numbers of the other Deputies and the hours and numbers of hours worked on the bottom of the CADS sheet and affix his/her signature. Each Deputy working the detail shall fill out an overtime slip, attach a copy of the CADS sheet to it and submit both to the Office of Professional Standards for approval. Situations occurring during the course of a detail shall be reported as outlined in paragraph E of this section.

E. Deputies shall prepare a separate report documenting the following situations as they occur during the detail, (in addition to all applicable Office reports):

1. Criminal activity
2. Arrests
3. Assists to other agencies
4. Emergency situations (fires, injured persons, traffic accidents, etc.)
5. Towed vehicles
6. Other unusual circumstances regarding the detail

F. While working special-duty details, Deputies may not:

1. Act as bouncers
2. Check the identification of persons for entry or attendance
3. Perform duties or engage in activities that would give the impression that the Deputy or the Office was condoning any criminal or immoral activity.
GON: OFF 4-93  
CHAPTER: Outside Employment  
SUBJECT: Special-Duty Details

4. Perform duties, which would be in conflict with Office Written Directives.
5. Perform any duties, engage in any activity or permit any behavior, which would be in violation of Federal, State or local statutes.
6. Engage in any activity, which would tend to bring discredit to the Deputy or the Office.
7. Accept cash for payment
8. Enter establishments engaged in the business of selling or dispensing alcoholic beverages except on police business

G. In the event that a Deputy from any division other than the Law Enforcement Bureau is involved in an arrest in an unincorporated area and the arrestee’s vehicle has to be towed, the following procedures shall be followed:

1. The arresting Deputy shall contact the Communications Center to initiate an incident report number. A Law Enforcement Bureau unit will be requested to assist the arresting Deputy inventory the involved vehicle, prepare the vehicle tow report and transport the prisoner.
2. In the event the arrest takes place in another Department’s jurisdiction, that Department shall be contacted and requested to dispatch a unit to handle the incident.

H. Restrictions

1. Deputies are required to sign for requested details “in-person” for themselves only. Reserving or inquiring about details via telephone is prohibited.
2. Deputies are not permitted to remove any sheet or list from the designated special-duty sign-up area.
3. Deputies will not alter or remove names of others from the list.
4. Deputies will not reserve dates and times with their own signature with the intent of re-assigning those slots to other deputies.
5. **Registration for details is to be conducted on off-duty time.** Deputies are not allowed to register for special duty details while on duty. On duty time, for the purposes of this policy, is the time inclusive of the scheduled reporting for duty time until the scheduled end of the respective watch.
6. After signing the Special Duty Detail Log Book, in person, and indicating the date and time the Deputy arrived to register for details, Deputies registering for details shall do so in the order they appear in the book.

7. Deputies may not sign in on the Special Duty Detail Log Book prior to the actual date that they are present to register for details.

8. After signing the Special Detail Log Book, if the Deputy leaves the designated registration area, the Deputy forfeits their place in line for detail registration and must re-sign the book with the new time.

9. If it is determined that a Deputy who signed up for any detail has violated any of the above listed items, their name will be removed for the detail sign-up sheets and those open positions within the detail will be reposted.

10. Any subsequent violations may lead to further sanctions, including suspension from extra duty details.

I. Violation of policy

Should a conflict arise and a deputy cannot fulfill his/her detail obligation the deputy shall contact the Office of Professional Standards at 682-7469 to report the problem no later than 72 hours prior to the original commitment. The Office of Professional Standards (not the deputy) will then make the necessary changes to the lists. Repeat changes in scheduling conflicts from the same deputy may result in a recommendation for disciplinary action and/or suspension from special-duty details.

The Office of Professional Standards is responsible for reviewing all violations of this General Order. Individuals found to be in violation shall receive a written warning for their first offense. The second violation may result in a suspension from special-duty details for a period of thirty days and/or a recommendation for further disciplinary action. Subsequent violation(s) may result in a one-year suspension in eligibility.
APPENDIX F - PER 1-2.1 LIGHT DUTY

GENERAL ORDER NUMBER: PER 1-2.1

EFFECTIVE DATE: 02/01/02

REFERENCES: CALEA 22.3.1

CHAPTER: Compensation, Benefits and Conditions of Work

SUBJECT: Temporary Light Duty

I. POLICY:

Temporary light-duty assignments, when available, are for deputies and other eligible personnel in this Office who, because of injury, illness or disability, are temporarily unable to perform their regular assignments but are capable of performing alternate duty assignments. Eligible personnel shall be given a reasonable opportunity to work in temporary light-duty assignments where available and consistent with this policy.

II. PURPOSE:

It is the purpose of this policy to establish the authority for temporary light-duty assignment and procedures for granting temporary light duty to eligible sworn and civilian personnel within this Office.

III. DEFINITIONS:

As used in this document the following definitions shall apply:

A. Eligible Personnel - Any full-time sworn, or civilian member of this Office suffering from a medically certified illness, injury or disability requiring treatment of a licensed health-care provider and who because of injury, illness or disability is temporarily unable to perform the regular assignment but is capable of performing alternative assignments.

B. Family and Medical Leave Act (FMLA) - Federal law providing for up to twelve weeks of annual leave for workers in addition to leave provided by this office due to illness, injury or certain other family conditions or situations.

IV. PROCEDURES:

A. General provisions

1. Temporary light-duty positions are limited in number and variety, therefore:
CON: PER 1-2.1

CHAPTER: Compensation, Benefits and Conditions of Work

SUBJECT: Temporary Light Duty

a. Members injured or otherwise disabled in the line of duty shall be given preference in initial assignment to light duty and,

b. Upon the approval of the treating physician light-duty assignments may be changed at any time, if deemed in the best interest of the employee or the Office.

2. This policy in no way affects the privileges of members under provisions of the Family and Medical Leave Act, Fair Labor Standards Act, Americans with Disabilities Act, or other federal or state law.

3. Assignment to temporary light duty shall not affect an employee's pay classification, pay increases, promotions, retirement benefits or other employee benefits.

4. No specific positions within this Office shall be established for use as a temporary light-duty assignment, nor shall any existing position be designated, or used exclusively, for members on temporary light duty.

5. Light-duty assignments are strictly temporary and should not exceed six months in duration. After six months, members on temporary light duty who are not capable of returning to their original duty assignment shall:

   a. Present a request for extension of temporary light duty, with supporting documentation, to the Sheriff or

   b. Pursue other options as provided by other employee benefits or federal or state law.

6. Members on temporary light-duty are prohibited from engaging in outside employment or special details during which they may be reasonably expected to perform law enforcement functions.

7. A member on temporary light-duty is prohibited from carrying a firearm or using an Office owned vehicle.

8. Light-duty assignments shall not be made for disciplinary purposes.

9. Members may not refuse temporary light-duty assignments that are supported by and consistent with the recommendations of an attending physician or certified health-care provider. Members may protest such assignments through established Office grievance procedures.

B. Temporary light-duty assignments

1. Temporary light-duty assignments may be offered in various components within the Office and may be drawn from a range of
technical and administrative areas that include but are not limited to the following:
   a. Desk assignments (e.g., Warrant Call Center)
   b. Report taking or review
   c. Records filing and maintenance
   d. Computer operations
   e. Special projects (e.g., Accreditation)

2. Because temporary light-duty assignments are limited in number, decisions on temporary light-duty assignments shall be made based on the availability of an appropriate assignment given the member’s skills, knowledge and abilities, availability of light-duty assignments and the physical limitations imposed on the member.

3. Every effort shall be made to assign members to positions consistent with their rank and pay classification. However, when deemed appropriate, members may be assigned to positions designated for personnel of lower rank or pay classifications. Members thus assigned shall:
   a. Retain the privileges of their rank but shall answer to the supervisor of the unit to which they are assigned with regard to work responsibilities and performance.
   b. Retain the pay classification and related benefits of their normal position.

C. Request for and assignment to temporary light-duty

1. Requests shall be submitted to the member’s immediate supervisor and shall include:
   a. A statement of medical certification to support a requested reassignment signed by the treating physician or other licensed health-care provider.
   b. An assessment of the nature and probable duration of the disability, prognosis for recovery and applicable work restrictions.
   c. A report from the health-care provider stating limitations the member has in relation to their current duties.

2. The request and accompanying documentation shall be forwarded to the member’s Bureau Chief for approval.

3. The Sheriff reserves the right to require any member to submit to an independent medical examination by a health-care provider chosen by the Office at the Office’s expense. If the opinion of the
second health care provider differs with the foregoing, the member may request a third opinion at this Offices’ expense.

4. The third health care provider shall be selected by mutual agreement between the Sheriff and requesting member.

5. A member who has not requested temporary light-duty may be recommended for such assignment by submission of a written request from the member’s supervisor. The request must be accompanied by an evaluation of the member conducted by a competent medical authority stating the need for temporary light duty or by a request/order for a medical or psychological fitness for duty examination.

a. Notice shall be provided to the member of the proposed temporary light-duty assignment and the justification for the recommendation.

b. A member may challenge the proposed reassignment using Office established grievance procedures.

c. Pending results of the grievance procedure, a member may be reassigned if, in the opinion of the Sheriff, failure to reassign may jeopardize the safety of the member, other employees or the public.

6. As a condition of continued assignment to temporary light duty, the Sheriff reserves the right to require any member to submit to monthly physical assessments of their condition.

D. Pregnant members

1. Pregnant members are eligible for temporary light-duty assignments as available and appropriate to their physical capabilities and well-being.

2. Pregnant members shall follow the same light duty request and assignment procedures as other eligible personnel.

3. When appropriate temporary light-duty assignments are unavailable, pregnant members may pursue other forms of medical, disability or family-leave (FMLA) as provided by the Office and state or federal law.
APPENDIX G - PER 1-1 SICK LEAVE

GENERAL ORDER NUMBER: PER 1-1

EFFECTIVE DATE: 12/03/09

CHAPTER: Compensation, Benefits, and Conditions of Work

SUBJECT: Employee Benefits and Services

Upon voluntary termination or retirement sick time will be credited from the anniversary date to the end of the month of termination on a prorated basis.

Sick leave does not accrue during any personal leave of absence.

Sick leave will accrue and be carried forward from year to year up to a maximum of two hundred fifty days.

Member hired prior to November 1, 2005 the following will apply. Once a member accrues thirty days sick leave, at the member’s, option, they may either continue to accumulate sick leave, or may request to receive monetary payment for accumulated days beyond thirty days. Members may request monetary payment for sick time no more than one (1) time per year and are limited to receiving compensation for up to five (5) days of sick time per calendar year at the payout percentage based on their length of service as indicated below:

<table>
<thead>
<tr>
<th>YEARS OF COMPLETED CONTINOUS SERVICE</th>
<th>MONETARY PERCENTAGE RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 through 7</td>
<td>50%</td>
</tr>
<tr>
<td>8 through 10</td>
<td>67%</td>
</tr>
<tr>
<td>11 through 15</td>
<td>75%</td>
</tr>
<tr>
<td>16 years or greater</td>
<td>100%</td>
</tr>
</tbody>
</table>

Employees who sign a formal notice of separation may receive such payment for accrued, unused sick time up to twelve (12) months prior to their separation date. All eligible employees hired prior to November 1, 2005 may receive payment for accrued, unused sick time, based on the following schedule.

Upon voluntary termination of employment, members will receive monetary compensation for accumulated sick leave, based on the following schedule of continuous service:

1 through 5 years - 50% of the number of days accumulated in their bank at their present salary rate.

6 through 10 years - 67% of the number of days accumulated in their bank at their present salary rate.
11 through 15 years - 75% of the number of days accumulated in their bank at their present salary rate.

16 years or greater - 100% of the number of days accumulated in their bank at their present salary rate.

Members hired after November 1, 2005 the following will apply. A member who has completed eight (8) years of service, upon separation or layoff, the employee will have the option to either:

1. Receive monetary compensation for accrued sick time at 50% of the value; or
2. Apply unused sick time accrual towards IMRF service credits. This option is only available if the employee will be eligible to receive an IMRF pension within (sixty) 60 days of their separation or layoff. Service credits awarded under this option will be exchanged at a value equal to the total number of the employee’s unused sick days.

Sick leave credits shall be available in the case of layoff.

If the member does not provide two weeks notice of termination, sick leave credits will be forfeited.
APPENDIX H – SEVERANCE PAY

B. Severance Pay Policy

1. The following schedule of severance pay shall apply in those cases where a layoff condition exists:

<table>
<thead>
<tr>
<th>YEARS OF SERVICE</th>
<th>DAYS PAID</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year + 1 day through 2 years</td>
<td>10 days</td>
</tr>
<tr>
<td>3 years + 1 day through 5 years</td>
<td>15 days</td>
</tr>
<tr>
<td>6 years + 1 day through 10 years</td>
<td>25 days</td>
</tr>
<tr>
<td>11 years + 1 day through 15 years</td>
<td>35 days</td>
</tr>
<tr>
<td>16 years + 1 day through 19 years</td>
<td>45 days</td>
</tr>
<tr>
<td>20 years or greater</td>
<td>50 days</td>
</tr>
</tbody>
</table>

2. There may be special circumstances in which it is in the best interest of DuPage County to increase or decrease the severance payout.

3. When the recommendation for payout is more or less than the authorized schedule or up to two (2) times the authorized schedule, the Director of Human Resources shall approve the payout with concurrence of the County Board Chairman. Additionally, the County Board Finance Committee Members shall be notified of the payout by confidential memorandum.

4. If the payout recommendation is greater than two (2) times the authorized schedule, the Director of Human Resources, with the concurrence of the County Board Chairman, shall present the recommendation to the County Board Finance Committee for their authorization during Executive Session, as provided by law.

C. Recall

1. An employee on layoff status is eligible for recall by applying to the re-employment registry in the Human Resources Department within one (1) month from the effective date of their layoff.

2. Applicants who are on the re-employment registry will be considered before external candidates. The re-employment registry applies to any position for which the employee is qualified for a period of one (1) year from the date of their layoff.

3. Upon a recall, within one (1) year from the date of layoff, the employee will have an adjusted service date for the purposes of benefit accrual. Vacation, sick days and floating holidays will be calculated using the adjusted service date to include credit for the previous employment period within the County.

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APPENDIX I – PAYOUT OF VACATION

3. Employees may carry over up to eighty (80) hours of vacation from one (1) year to the next according to their normally scheduled bi-weekly hours. If an employee wants to carry over more than eighty (80) hours of vacation, the employee should submit a written request to their Department Head and the Director of Human Resources. Any vacation carried over in excess of eighty (80) hours must be used within the first quarter. The excess carry-over vacation cannot be sold.

4. Once an employee has completed five (5) years of continuous service, they may elect to receive monetary payment for up to five (5) days or 37.5/40 hours of their earned vacation accrual at full value, in full day increments. Upon completion of fifteen (15) years of continuous service, and employee may elect to receive monetary payment for up to ten (10) days or 75/80 hours of their earned vacation accrual at full value, in full day increments. An employee is eligible to receive this payment one (1) time per calendar year.

5. If an eligible employee elects to sell vacation time, the “pay date” determines the calendar year. For example, if an employee is requesting a payment at the end of the year, (December), the “pay date” is the following calendar year (January). An employee will not receive this payment if the vacation time is unearned.

6. Upon initial hire, up to fifteen (15) days of vacation may be approved and may continue until the vacation days paid annually catches up to the employee (4 -9 years) for Exempt Level employees. Prior to an offer of additional vacation, approval must be received from the Chief of Staff and Director of Human Resources.

7. For an employee that has completed one (1) year or more of service, upon separation or layoff the employee will receive monetary compensation for any accrued, unused vacation time.

8. Separated employees will receive any earned vacation payout on their last paycheck.
APPENDIX J – WORKERS COMPENSATION

WORKERS’ COMPENSATION

POLICY

It is the policy of DuPage County to follow State and Federal laws that provide Workers’ Compensation for employees who experience job related injuries or illnesses.

ELIGIBILITY

• All employees regardless of employment status.

GUIDELINES

A. Workers’ Compensation is a statutory requirement provided by law to all eligible workers who sustain job-related injuries or illnesses. Guidelines and procedures are in accordance with state and federal requirements of the Workers’ Compensation Act.

B. Eligible employees are entitled to receive benefits for compensable work-related injuries or illnesses. Benefits include payment for all medical and rehabilitative care and, in cases that involve lost time, Temporary Total Disability benefits (TTD).

C. An employee who is unable to work as the result of a work-related injury or illness will be placed on Family Medical Leave, if eligible, and will be subject to applicable guidelines regarding benefit continuation and continued employment as stated in Personnel Policy 4.J: Family Medical Leave.

D. The Human Resources Department works with a third party administrator to administer Workers’ Compensation Benefits.

PROCEDURES

1. An employee who sustains a work-related injury is required to notify their supervisor immediately. If the supervisor is not immediately available, the employee must contact the Department Head or the Human Resources Department to record the work related incident. If necessary, the employee will be sent for medical treatment. A post-accident drug and/or alcohol test may be required of all employees requiring medical treatment. Positive drug and/or alcohol tests will be subject to disciplinary action, not to exclude termination for a first offense in compliance with Personnel Policy 6E: Drug Free Workplace.
2. The employee will complete the Employee Statement of Injury/Illness as soon as possible. The supervisor will complete the Supervisor’s Statement of Injury/Illness, and in cases where medical services are rendered will also complete the Form 45. If an employee refuses medical treatment, the supervisor should document the employee’s refusal. Forms are available from the Human Resources Department and on the County intranet under Human Resources/Worker’s Compensation.

3. The employee is responsible for informing the treating physician that the injury is work-related and that all claims should be forwarded to the Human Resources Department. The claim is then submitted to the third party administrator for review.

4. Follow up visits, physical therapy, etc., should be scheduled during non-working hours, as this time off is not covered under Workers’ Compensation. An employee who takes time during their work day to attend follow-up visits, PT, etc., must use their accrued sick time.

5. Employees who receive Temporary Total Disability (TTD) benefits are not eligible for IMRF disability benefits. However, the employee should contact IMRF if they will be unable to work for thirty (30) or more days in order to maintain service credits and death benefits. (Personnel Policy 3C: Illinois Municipal Retirement Fund/IMRF)

6. The employee is responsible for notifying their supervisor or the Human Resources Department when they are released to return to work from a work-related injury or illness. Written notice from the physician, specifying work restrictions, if any, is required before the employee can return to work.

7. The Human Resources Department can be contacted at any time to obtain necessary forms or to receive clarification of Workers’ Compensation procedures.
APPENDIX K – NON-OCCUPATIONAL DISABILITY

ILLINOIS MUNICIPAL RETIREMENT FUND/ (IMRF)

POLICY

It is the policy of DuPage County to provide employees and their families income protection in the event of disability, retirement or death. This protection is provided through the Illinois Municipal Retirement Fund (IMRF).

ELIGIBILITY

- All full-time and part-time employees hired after February 25, 1992 who are budgeted to work at least one thousand (1,000) hours per year are required to participate in and to contribute to IMRF. All regular full-time and regular part-time employees hired before February 25, 1992 who are budgeted to work at least six hundred (600) hours per year are required to participate in and to contribute to IMRF.

- An employee who has twelve (12) consecutive months of service and cannot perform the duties of their position because of illness or injury lasting more than thirty (30) days may be eligible for IMRF disability benefits.

GUIDELINES

A. IMRF Sole Authority

IMRF is the sole authority in determining benefit eligibility and the amount of benefit payments.

B. IMRF Retirement Benefits

1. Retirement benefits are based on the employee’s length of service credit and salary. Contributions to the retirement fund are mandatory for eligible positions and are deducted from the employee’s salary each pay period.

2. An employee who terminates employment prior to qualifying for retirement benefits may request a refund of their own contribution.

3. An employee who is eligible for pension benefits is not eligible for a refund.

4. Benefits statements are provided by IMRF to participating members. Employees may request an estimate of benefits from IMRF at any time to obtain an approximate projected retirement benefit figure.
C. IMRF Disability Benefits

1. IMRF disability benefits may begin on the 31st day of an eligible employee’s absence due to injury or illness and equal 50% of average monthly earnings. The employee must apply for this benefit through IMRF. Forms are available in the Benefits Division.

2. An eligible employee who is absent for a period of three (3) days due to illness or injury may be placed on Family Medical Leave and be subject to applicable guidelines regarding benefit continuation and job security. (Personnel Policy 4J: Family Medical Leave)

3. Employees who are unable to work in excess of thirty (30) days due to a work-related injury or illness should contact IMRF in order to maintain service credits and death benefits. (Personnel Policy 3D: Worker’s Compensation)

D. IMRF Death Benefits

1. The amount IMRF pays, as a death benefit, will vary depending upon the amount of the employee’s service credit.

2. Upon the death of a participating IMRF member who has at least one (1) year of service, their named beneficiary is eligible for a death benefit as determined by IMRF.

PROCEDURES

1. Information regarding IMRF enrollment and benefits is distributed to new employees during orientation. Additional information is available from the Human Resources Department.

2. It is the employee’s personal responsibility to keep information on file related to their retirement fund (i.e. name, address, and beneficiary) up-to-date.

3. Employees who plan to retire from the system are encouraged to contact IMRF at least ninety (90) days in advance of the anticipated retirement date to secure an estimate of benefit information.

4. As soon as it is anticipated that an employee may be absent for an extended period of time, the employee should notify their Supervisor.

5. Prior to returning to work, the employee may be asked to obtain a note from the doctor approving their return to work on a specified date and noting any restrictions. If restrictions are noted, the Department Head or supervisor will consult with the Human Resources Department and determine whether and how the restrictions may be accommodated.

6. It is the employee’s responsibility to notify their supervisor if the situation changes and if they will be unable to return to work as scheduled.
APPENDIX L – BENEFIT CONTINUATION

D. In most circumstances, an employee may be required to use any accrued vacation, personal days, and sick time during any unpaid portion of Family Medical Leave granted, providing this does not interfere with Workers’ Compensation benefits or eligibility for IMRF disability benefits. FMLA leave will run concurrently with any other applicable leave. For instance, IMRF disability or Workers’ Compensation leave will be simultaneously designated as FMLA leave as well, if the leave is also FMLA qualifying.

E. The County will provide basic life, medical and dental insurance coverage to an employee who is on Family Medical Leave at the current employee rate. If an employee is off work after exhausting their twelve (12) weeks of Family Medical Leave, the employee will be responsible for the entire premium, from that point forward. If an employee fails to pay their share of the premium, coverage may be canceled.

F. Under certain circumstances, an employee may take Family Medical Leave intermittently, which means taking leave in blocks of time, or by reducing the employee’s normal weekly or daily work schedule.

G. If Family Medical Leave is for birth and infant care, or placement for adoption or foster care, use of intermittent leave is subject to the employer’s approval. The County’s approval is not required for intermittent leave during which the mother has a serious health condition in connection with the birth of her child or if the newborn child has a serious health condition.

H. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment during non-working business hours so as not to unduly disrupt the operation of the department.

I. Spouses employed by the County may be limited to a combined total of twelve (12) weeks of Family Medical Leave for birth and care of a newborn child, for placement of a child for adoption or foster care, or to care for a parent who has a serious health condition. In the situation where the husband and wife have both used a portion of the total twelve (12) weeks of Family Medical Leave, for birth and care of a newborn child or for placement of a child for adoption or foster care, each would be entitled to the difference between the amount they have taken individually for other purposes.

J. An expectant mother is entitled to FMLA leave for incapacity due to pregnancy, for prenatal care, or for her own serious health condition following the birth of the child. Circumstances may require that FMLA leave begin before the actual date of birth of a child. An expectant mother may take FMLA leave before the birth of the child for prenatal care or if her condition makes her unable to work. The mother is entitled to leave for incapacity due to pregnancy even though she does not receive treatment from a health care provider during the absence, and even if the absence does not last for more than three (3) consecutive calendar days.

K. A husband is entitled to FMLA leave if needed to care for their pregnant spouse who is incapacitated or if needed to care for her during her prenatal care, or if needed to care for the spouse following the birth of a child if the spouse has a serious health condition.
APPENDIX M – TUITION REIMBURSEMENT

TUITION REIMBURSEMENT

POLICY

It is the policy of DuPage County to provide educational assistance for eligible employees who want to further their education in courses that are work-related. DuPage County is committed to the career growth and development of its employees by enhancing their knowledge and skills through further education.

ELIGIBILITY

- All regular full-time employees who are budgeted to work at least 37.5 hours per week who have completed ninety (90) days of continuous employment with DuPage County are eligible for tuition reimbursement.

GUIDELINES

A. Tuition will be reimbursed if the course is directly related to the employee’s present position, job family or part of a job-related degree or program. The course must be taken for college credit at an accredited educational institution.

B. The amount reimbursable is a maximum of $1,500 per year as determined by the last day of scheduled classes.

C. Funding for approved courses will be consolidated in the Human Resources Department Budget for overall Countywide distribution.

D. Tuition will be reimbursed at 100%, up to the $1,500 annual maximum, upon completion of the course, providing a grade of C or better is obtained.

PROCEDURES

1. Pre-approval for course eligibility must be obtained in advance from the Department Head and the Benefits Manager or designee. Pre-Approval Forms for tuition reimbursement are available in the Human Resources Department.

2. The request for pre-approval must be filled out by the employee, signed by the Department Head or Elected Official and submitted to the Benefits Division prior to the start of the course.

3. Receipts for reimbursement must be turned into the Benefits Division no more than (90) days after completion of the course.

4. Reimbursement will be paid to the employee ninety (90) days after completion of the course, provided that the Benefits Division has received the appropriate documentation and receipts.

EXCEPTIONS

The following are not covered under the tuition reimbursement policy:

- Books
- Lab fees
- Seminars
- Travel/Parking expenses
APPENDIX N – ADOPTION ASSISTANCE

ADOPTION ASSISTANCE

POLICY

It is the policy of DuPage County to provide assistance to all employees who are building families by providing eligible employees with adoption benefits including financial assistance, paid time off, and a pretax reimbursement account.

ELIGIBILITY

- All regular full-time and regular part-time employees who are budgeted to work at least twenty (20) hours per week are eligible for adoption assistance.

- An employee must be continuously employed for one (1) year to be eligible for adoption assistance.

GUIDELINES

A. Reimbursement

1. Eligible adoption related expenses will be reimbursed to a maximum of $1,500 per child.

2. Eligible expenses include:
   a) Agency and placement fees.
   b) Medical expenses of the birth mother.
   c) Medical expenses of the child prior to adoption.
   d) Transportation and lodging expenses.
   e) Expenses related to meet the needs of a special needs child are eligible in the case of U.S. special needs adoptions.
B. Adoption Leave

Two weeks of paid leave are available to employees who adopt. This time may be used either pre or post adoption. This time will be considered as part of the twelve weeks allowed under the Family and Medical Leave Act (Personnel Policy 4.10: Family Medical Leave). For more information on adoption leave, please contact a Benefits Representative.

PROCEDURES

1. All reimbursements will be consistent with the provisions of Section 137 of the IRS code.

2. A portion of the reimbursement amount may be taxable for employees whose family income exceeds $75,000 per year.

3. Within thirty (30) days of notification that a child will be placed in an employee’s home, he or she should contact a Benefits Representative.

4. Documentation of the placement and adoption petition as well as itemized receipts for expenses incurred for reimbursement will be needed.

EXCEPTIONS

- Adopted children must be under eighteen (18) years of age to be considered for this benefit.

- This policy does not apply in the case of the adoption of a stepchild.
APPENDIX O – PENSION

ILLINOIS MUNICIPAL RETIREMENT FUND/ (IMRF)

POLICY

It is the policy of DuPage County to provide employees and their families income protection in the event of disability, retirement or death. This protection is provided through the Illinois Municipal Retirement Fund (IMRF).

ELIGIBILITY

- All full-time and part-time employees hired after February 25, 1992 who are budgeted to work at least one thousand (1,000) hours per year are required to participate in and to contribute to IMRF. All regular full-time and regular part-time employees hired before February 25, 1992 who are budgeted to work at least six hundred (600) hours per year are required to participate in and to contribute to IMRF.

- An employee who has twelve (12) consecutive months of service and cannot perform the duties of their position because of illness or injury lasting more than thirty (30) days may be eligible for IMRF disability benefits.

GUIDELINES

A. IMRF Sole Authority

IMRF is the sole authority in determining benefit eligibility and the amount of benefit payments.

B. IMRF Retirement Benefits

1. Retirement benefits are based on the employee’s length of service credit and salary. Contributions to the retirement fund are mandatory for eligible positions and are deducted from the employee’s salary each pay period.

2. An employee who terminates employment prior to qualifying for retirement benefits may request a refund of their own contribution.

3. An employee who is eligible for pension benefits is not eligible for a refund.

4. Benefits statements are provided by IMRF to participating members. Employees may request an estimate of benefits from IMRF at any time to obtain an approximate projected retirement benefit figure.
C. IMRF Disability Benefits

1. IMRF disability benefits may begin on the 31st day of an eligible employee’s absence due to injury or illness and equal 50% of average monthly earnings. The employee must apply for this benefit through IMRF. Forms are available in the Benefits Division.

2. An eligible employee who is absent for a period of three (3) days due to illness or injury may be placed on Family Medical Leave and be subject to applicable guidelines regarding benefit continuation and job security. (Personnel Policy 4J: Family Medical Leave)

3. Employees who are unable to work in excess of thirty (30) days due to a work-related injury or illness should contact IMRF in order to maintain service credits and death benefits. (Personnel Policy 3D: Worker’s Compensation)

D. IMRF Death Benefits

1. The amount IMRF pays, as a death benefit, will vary depending upon the amount of the employee’s service credit.

2. Upon the death of a participating IMRF member who has at least one (1) year of service, their named beneficiary is eligible for a death benefit as determined by IMRF.

PROCEDURES

1. Information regarding IMRF enrollment and benefits is distributed to new employees during orientation. Additional information is available from the Human Resources Department.

2. It is the employee’s personal responsibility to keep information on file related to their retirement fund (i.e. name, address, and beneficiary) up-to-date.

3. Employees who plan to retire from the system are encouraged to contact IMRF at least ninety (90) days in advance of the anticipated retirement date to secure an estimate of benefit information.

4. As soon as it is anticipated that an employee may be absent for an extended period of time, the employee should notify their Supervisor.

5. Prior to returning to work, the employee may be asked to obtain a note from the doctor approving their return to work on a specified date and noting any restrictions. If restrictions are noted, the Department Head or supervisor will consult with the Human Resources Department and determine whether and how the restrictions may be accommodated.

6. It is the employee’s responsibility to notify their supervisor if the situation changes and if they will be unable to return to work as scheduled.
APPENDIX P – EMPLOYEE RETENTION

EMPLOYEE RETENTION PROGRAM

POLICY

It is the policy of DuPage County to provide retention incentives in order to provide long-term employees additional income protection for retirement in the form of a capital accumulation program.

ELIGIBILITY

- All full-time and part-time employees who participated in the Illinois Municipal Retirement Fund and began their employment with DuPage County on or before November 30, 2002.
- Eligibility begins at age fifty-five (55) and ten (10) years of continuous service or twenty (20) years of continuous service independent of age.

GUIDELINES

A. At the time of voluntary separation or layoff, retention benefits will be paid based on the following schedule and eligibility:

<table>
<thead>
<tr>
<th>Continuous Years of Service</th>
<th>Total Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 years</td>
<td>50 days</td>
</tr>
<tr>
<td>15 years</td>
<td>90 days</td>
</tr>
<tr>
<td>20 years</td>
<td>120 days</td>
</tr>
</tbody>
</table>

B. For purposes of this policy, continuous service will be calculated from the earlier date of hire with DuPage County unless there has been a gap of over one year, in which case the most recent date of employment would be used to calculate retention benefits. Last day worked will be considered the final day of service.

PROCEDURES

1. Payment for applicable days will be made upon notice of separation.
2. If gap in service is one (1) year or less, any retention paid previously will be deducted from future retention payouts.
3. Pay will be calculated by the same formula as sick days and vacation days.
4. Employees who sign a formal notice of separation may receive payment for retention benefits up to six (6) months prior to their separation date.

EXCEPTIONS

- DuPage County Elected Officials are not eligible for this program.
- Employees who are involuntarily terminated are not eligible for this program.
Resolu­tion
FI-R-0080-18

PLACING NAMES ON PAYROLL

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

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

CORPORATE FUND

REPLACEMENTS

COMMUNITY SERVICES 1000-1750

Effective February 28, 2018
Tariq Khondker, Senior Research Coordinator
Class 1942, Range 111 at $41,000 per year

FACILITIES MANAGEMENT 1000-1100

Effective March 5, 2018
Geoffrey Rhoades, Maintenance Technician
Class 3163, Range 209 at $39,000 per year

Effective March 19, 2018
Saverio Episcopo, Stationary Engineer
Class 3144, Range 212 at $63,525 per year

Effective March 19, 2018
Tim Zigler, Stationary Engineer
Class 3144, Range 212 at $63,525 per year

SHERIFF 1000-4400

Effective February 6, 2018
Laura Puleo, Licensed Practical Nurse
Class 4121, Range 110 at $23.00 per hour
REPLACEMENTS

SHERIFF 1000-4410

Effective February 10, 2018
Elaine Black, Civilian Jail Officer
Class 2277, Range 108 at $26,199 per year

Effective February 19, 2018
Stephanie Spence, Civilian Jail Officer
Class 2277, Range 108 at $26,199 per year

NON-CORPORATE FUND

REPLACEMENTS

ANIMAL CARE & CONTROL 1100-1300

Effective February 28, 2018
Jason Pounds, Animal Control Officer
Class 2311, Range 110 at $46,800 per year

CARE CENTER 1200-2025

Effective February 19, 2018
Jaime Esquivel, Dining Services Worker
Class 4237, Range 106 at $10.92 per hour

CARE CENTER 1200-2035

Effective February 12, 2018
Olivia Romero, Housekeeper I
Class 4210, Range 106 at $22,722 per year
REPLACEMENTS

PUBLIC WORKS 5000-2810

Effective March 12, 2018
Jessica Infelise, Zoning Administration Coordinator
Class 5249, Range 312 at $55,500 per year

BE IT FURTHER RESOLVED that the County Clerk be directed to transmit copies of this resolution to the Auditor, Treasurer, Finance Department, Human Resources Department, and one copy to the County Board.

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _______________________________________
PAUL HINDS, COUNTY CLERK
WHEREAS, it appears that certain appropriations for various County companies and accounting units are insufficient to cover necessary expenditures for the balance of the 2017 and 2018 fiscal years; and

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

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

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
# Budget Adjustment

**DuPage County, Illinois**

**Budget Adjustment**

Effective September 21, 2016

### Information Technology

**Company/Accounting Unit Name**

---

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Finance Dept Use Only</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1110</td>
<td>50000</td>
<td></td>
<td><strong>REGULAR SALARIES</strong></td>
<td>$ 11,170.00</td>
<td>9/27/18</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>80,278.17</td>
<td>19,108.17</td>
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<td>14,141.18</td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

**Total** $ 11,170.00

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<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Finance Dept Use Only</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1110</td>
<td>53020</td>
<td></td>
<td><strong>INFORMATION TECHNOLOGY SVC</strong></td>
<td>$ 2,118.00</td>
<td>2/19/18</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>(3,117.92)</td>
<td>8/6</td>
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<tr>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1110</td>
<td>53250</td>
<td></td>
<td><strong>WIRED COMMUNICATION SERVICES</strong></td>
<td>$ 3,768.00</td>
<td>2/19/18</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(3,766.96)</td>
<td>11/4</td>
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<tr>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1110</td>
<td>53410</td>
<td></td>
<td><strong>RENTAL OF MACHINERY &amp; EQUIPMNT</strong></td>
<td>$ 5,254.00</td>
<td>2/19/18</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5284.70</td>
</tr>
</tbody>
</table>

**Total** $ 11,170.00

---

**Reason for Request:**

To cover FY17 budget overages.

---

**Signature on File**

Department Head / Signature on File

**Signature on File**

Chief Financial Officer / Signature on File

---

**Finance Department Use Only**

**Fiscal Year** 2017  **Budget Journal #** _______  **Acctg Period** _______

**Entered By/Date** __________  **Released By/Date** __________  **Posted By/Date** __________

---

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

---

**Packet Pg. 328**
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

From: 1000
Company #

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1180</td>
<td>50080</td>
<td></td>
<td>SALARY &amp; WAGE ADJUSTMENTS</td>
<td>$ 955.00</td>
<td>1,237,408</td>
<td>1,237,408</td>
<td>2/14/18</td>
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</tbody>
</table>

Total $ 955.00

To: 1000
Company #

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1600</td>
<td>53813</td>
<td></td>
<td>VETERANS AFFAIRS</td>
<td>$ 955.00</td>
<td>3594.82</td>
<td>3639.52</td>
<td>2/14/18</td>
</tr>
</tbody>
</table>

Total $ 955.00

Reason for Request: To cover FY17 Expenditures

Department Head
Date

Activity (optional)

Chief Financial Officer
Date

Signature on File

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

Finance Department Use Only

Fiscal Year 2017 Budget Journal # Acctg Period ______
Entered By/Date __________ Released By/Date __________ Posted By/Date __________

Packet Pg. 329
**DuPage County, Illinois**  
**BUDGET ADJUSTMENT**  
**Effective September 21, 2016**

From: 1000  
Company:

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>5700</td>
<td>50000</td>
<td></td>
<td>REGULAR SALARIES</td>
<td>$ 3,298.00</td>
<td>12,463.38</td>
<td>9,165.18</td>
<td>2/2/18</td>
</tr>
</tbody>
</table>

**Total** $ 3,298.00

To: 1000  
Company:

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>5700</td>
<td>52200</td>
<td></td>
<td>OPERATING SUPPLIES &amp; MATERIALS</td>
<td>$ 62.00</td>
<td>(81)</td>
<td>81</td>
<td>2/2/18</td>
</tr>
<tr>
<td>5700</td>
<td>53090</td>
<td></td>
<td>OTHER PROFESSIONAL SERVICES</td>
<td>$ 3,192.00</td>
<td>(82)</td>
<td>82</td>
<td></td>
</tr>
<tr>
<td>5700</td>
<td>53500</td>
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<td>MILEAGE EXPENSE</td>
<td>$ 44.00</td>
<td>(87)</td>
<td>87</td>
<td></td>
</tr>
</tbody>
</table>

**Total** $ 3,298.00

**Reason for Request:**
To cover remaining FY17 invoices

**Signature on File**

**Department Head**

**Signature on File**

**Chief Financial Officer**

**Activity** (optional)

****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>
<tbody>
<tr>
<td>2017</td>
<td></td>
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</tbody>
</table>

Entered By/Date Released By/Date Posted By/Date

---

**Packet Pg. 330**

**Attachment: Budget Transfers 2-27-18 (FI-R-0081-18 : Budget Transfers 2-27-18)**
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

From: 1100
Company #

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
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<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>4320</td>
<td>53090</td>
<td></td>
<td>OTHER PROFESSIONAL SERVICES</td>
<td>$6,780.00</td>
<td>125,000</td>
<td>118,220</td>
<td>2/13/18</td>
</tr>
<tr>
<td></td>
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</table>

Total $6,780.00

To: 1100
Company #

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>4320</td>
<td>54090</td>
<td></td>
<td>FURNITURE &amp; FURNISHINGS</td>
<td>$6,780.00</td>
<td></td>
<td>6,780</td>
<td>2/13/18</td>
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</tbody>
</table>

Total $6,780.00

Reason for Request:
To pay for invoice for furnishing material.

Signature on File

2/13/18

Signature on File

2-14-18

Finance Department Use Only

Fiscal Year 2018  Budget Journal # Acctg Period
Entered By/Date Released By/Date Posted By/Date
### BUDGET ADJUSTMENT

**Effective September 21, 2016**

**DuPage County, Illinois**

From: 1200  
Company: 

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
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</tr>
</thead>
<tbody>
<tr>
<td>2000</td>
<td>53610</td>
<td></td>
<td>INSTRUCTION &amp; SCHOOLING</td>
<td>$2,520.00</td>
<td>33,860.01</td>
<td>31,340.01</td>
<td>2/13/18</td>
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<td></td>
<td></td>
<td>$2,520.00</td>
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To: 1200  
Company: 

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<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>2040</td>
<td>53010</td>
<td></td>
<td>ENGINEERING/ARCHITECTURAL SVC</td>
<td>$2,520.00</td>
<td></td>
<td>2,520.00</td>
<td>2/13/18</td>
</tr>
<tr>
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<td></td>
<td></td>
<td></td>
<td>$2,520.00</td>
<td></td>
</tr>
</tbody>
</table>

**Reason for Request:**

To allow monies to be transferred to cover final FY17 invoice for interior renovations.

**Signature on File**

Department Head  

Signature on File  

Chief Financial Officer  

**Finance Department Use Only**

- Fiscal Year 2017
- Budget Journal #
- Acctg Period
- Entered By/Date
- Released By/Date
- Posted By/Date

**Packet Pg. 332**
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

From: 1500
Company #

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
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</tr>
</thead>
<tbody>
<tr>
<td>3649</td>
<td>54040</td>
<td></td>
<td>CONSTRUCTION ENGINEERING SVC</td>
<td>$32,547.00</td>
<td>(92,547.00)</td>
<td>0.00</td>
<td>02/07/18</td>
<td></td>
</tr>
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</tbody>
</table>

Total $32,547.00

To: 1500
Company #

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Available Balance</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>3649</td>
<td>54000</td>
<td></td>
<td>LAND/RIGHT OF WAY</td>
<td>$32,547.00</td>
<td>(28,076.63)</td>
<td>45,628.63</td>
<td>02/07/18</td>
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</tbody>
</table>

Total $32,547.00

Reason for Request:
FY2017 Closeout.

Signature on File

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

Finance Department Use Only

Fiscal Year 2017  Budget Journal #  Acctg Period
Entered By/Date  Released By/Date  Posted By/Date
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

From: 5000
Company 

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Title</th>
<th>Available Balance</th>
<th>Finance Dept Use Only</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1650</td>
<td>50000</td>
<td>Regular Salaries</td>
<td>$109,922.00</td>
<td>201,314.68</td>
<td>2/2/18</td>
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<td></td>
<td></td>
<td></td>
<td>97,692.68</td>
<td></td>
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Total: $109,922.00

To: 5000
Company 

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Title</th>
<th>Available Balance</th>
<th>Finance Dept Use Only</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1650</td>
<td>50010</td>
<td>Overtime</td>
<td>$235.00</td>
<td>(234.81)</td>
<td>2/2/18</td>
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<tr>
<td>1650</td>
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Total: $109,922.00

Reason for Request:
FY17 ending balance.

Signature on File

Department Head

Signature on File

Chief Financial Officer

Approved - Finance Committee

Packet Pg. 334
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

From: 1000

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Total $3,759,746.00

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Total $3,759,746.00

Reason for Request:

To move Sick/Vac/Retention budget to departments for FY2017 audit.

Signature on File

**Please sign in blue ink on the original form**
### Sick/Vac/Retention

**Board Approval**

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3,759,746.00

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Attachment: Budget Transfers 2-27-18 (FI-R-0081-18 : Budget Transfers 2-27-18)
DuPage County, Illinois  
BUDGET ADJUSTMENT  
Effective September 21, 2016

From: 1000  
Company/Accounting Unit Name

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Total $30,493.00

Reason for Request:
To move budget for Tuition Rmb for FY2017 audit.

Department Head  
Date 2-23-18

Signature on File

Activity (optional)

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

Finance Department Use Only

Fiscal Year 2017  
Budget Journal #:  
Acctg Period:

Entered By/Date: 
Released By/Date: 
Posted By/Date: 

FIN 2-37  
(CB)
### Tuition Rmb

**Board Approval**

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Attachment: Budget Transfers 2-27-18 (FI-R-0081-18 : Budget Transfers 2-27-18)
## BUDGET ADJUSTMENT

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- **Reason for Request:**
  To move budget for Medical Insurance for FY2017 audit

- **Department Head:**

**Signature on File**

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**Finance Department Use Only**

- **Fiscal Year:** 2017
- **Budget Journal #:**
- **Acctg Period:**
- **Entered By/Date:**
- **Released By/Date:**
- **Posted By/Date:**

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**Packet Pg. 339**
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Attachment: Budget Transfers 2-27-18 (FI-R-0081-18 : Budget Transfers 2-27-18)
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

From: 1000
Company #

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<th>Sub-Account</th>
<th>Title</th>
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Total $ 225,955.00

To: 1000
Company #

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Total $ 225,955.00

Reason for Request:
To move budget for Flex Benefits for FY2017 audit.

Department Head __________________________  Date 2-27-18
Activity (optional)

Signature on File

Finance Department Use Only

Fiscal Year 2017 Budget Journal # Acctg Period
Entered By/Date Released By/Date Posted By/Date

****Please sign in blue ink on the original form****
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225,955.00
WHEREAS, Resolution FI-P-0318-16 was approved and adopted by the DuPage County Board on October 25th, 2016; and

WHEREAS, the premium was based on and estimated payroll, a final audit was computed using the actual payroll for FY17 that resulted in an additional premium; and

WHEREAS, the Finance Committee recommends changes as stated in Change Order Notice to increase County Contract 2130-0001 SERV issued to Mesirow Insurance Services (Midwest Employers Casualty Co.) in the amount of $5,366.00 to cover the additional premium.

NOW, THEREFORE BE IT RESOLVED, that County Board adopts the Change Order Notice dated February 13, 2018 to County Contract 2130-0001 SERV, to cover the costs of the additional premium for FY17, to increase the encumbrance in the amount of $5,366.00, resulting in an amended contract total amount not to exceed $451,464.00.

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Purchase Order #: 2130-0001 SERV
Original Purchase Order Date: Dec 1, 2016
Change Order #: 1
Department: Finance-Tort Liability
Vendor Name: Mesirow (Midwest Employers Casualty Company)
Vendor #: 12104
Dept Contact: Chris Briggs

Background and/or Reason for Change Order Request:
Workers' Compensation Insurance to cover employees of the County in case of injury on the job. The original premium was based on the amount of estimated payroll during the 12/1/16 to 12/1/17 time period. A final audit was computed using the actual payroll for FY17 and resulted in the additional premium.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

☐ (A) Were not reasonably foreseeable at the time the contract was signed.
☐ (B) The change is germane to the original contract as signed.
☐ (C) Is in the best interest for the County of DuPage and authorized by law.

| A | Start contract value | $446,098.00 |
| B | Net change for previous Change Orders | |
| C | Current contract amount (A+B) | $446,098.00 |
| D | Amount of this Change Order | $5,366.00 |
| E | New contract amount (C+D) | $451,464.00 |
| F | Percent of current contract value this Change Order represents (D/C) | 1.20% |
| G | Cumulative percent of all Change Orders (E+D/A; 60% maximum on construction contracts) | 1.20% |

DECISION MEMO NOT REQUIRED
☐ Cancel entire order
☐ Change budget code from: to:
☐ Increase/Decrease quantity from: to:
☒ Price shows: $446,098.00 should be: $451,464.00
☐ Decrease remaining encumbrance and close contract
☐ Increase encumbrance and close contract
☐ Decrease encumbrance
☐ Increase encumbrance

DECISION MEMO REQUIRED
☐ Increase (greater than 29 days) contract expiration from: to:
☐ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
☐ Funding Source
☐ OTHER - explain below:

CB 6122 Feb 13, 2018 2-16-18
Prepared By (Initials) Phone Ext Date Recommended For Approval (Initials) Phone Ext Date

REVIEWED BY (Initials Only)

Buyer 1/16/18 Procurement Officer 2-16-18
Date Date
Chief Financial Officer 2-20-18 Chairman's Office 2-21-18
(Decision Memos Over $25,000) Date (Decision Memos Over $25,000) Date
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000
and as otherwise required by the Procurement Review Checklist.

<table>
<thead>
<tr>
<th>Requesting Department: Finance</th>
<th>Department Contact: Chris Briggs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:chris.briggs@dupageco.org">chris.briggs@dupageco.org</a></td>
<td>Contact Phone: X6122</td>
</tr>
<tr>
<td>Vendor Name: Mesirow (Midwest Employers Casualty Co.)</td>
<td>Vendor #: 12104</td>
</tr>
</tbody>
</table>

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
To pay Excess Workers' Compensation costs in case of injury to County employees.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
The County has a two year Workers' Compensation policy in effect for the time period of 12/1/16 to 12/1/18 with Midwest Employers Casualty Company for a total of $446,098.00. Original FY17 premium of $223,049 was based on the amount of estimated payroll for the 12/1/16 to 12/1/17 time period. Final payroll amounts were submitted to Midwest Employers and a final audit has been completed using the actual payroll. This has resulted in an additional premium of $5,366 due for the time period of 12/1/16 to 12/1/17.

Strategic Impact
Financial Planning - Select one of the five strategic Imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

Source Selection/Vetting Information - Describe method used to select source.
Contract for Workers Compensation 12/1/16 to 12/1/18 was already in place. This audit was completed after the 2017 year was finished and final payroll figures were available.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
Pay Mesirow (Midwest Employers Casualty Company) the additional amount due, based on actual payroll. Allowing coverage to lapse is not feasible, as it exposes the County to extreme losses, is statutorily required, and would not make good business practice.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.
An additional amount of $5,366 is due. Original contract amount was for FY17 was $223,049. This additional amount will be an increase of 1.20%.
**Alliant / Mesirow**

Insurance Services provided by Mesirow Insurance Services, Inc., an Alliant-owned company.

Mesirow Insurance Services, Inc.
353 North Clark Street
Chicago, IL 60654
Phone: (312) 595-6200

DuPage County
Chris Briggs / Finance Dept.
421 North County Farm Road
Wheaton, IL 60187

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**Invoice # 789254**

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<tr>
<th>Item #</th>
<th>Trans Eff Date</th>
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<th>Description</th>
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<td>2/13/2018</td>
<td>AUDI</td>
<td>16/17 Excess WC Audit Premium</td>
<td>$5,366.00</td>
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</table>

**Total Invoice Balance:** $5,366.00

---

**Important Notice of Remittance Address Change**

We have implemented lockbox deposit services with our bank. Please use this new address to avoid delays in processing your payments.

Effective Immediately, please mail all future checks along with remittance invoice detail to the following:

**Standard Mail Remittance Address - US Mail including Priority Mail and Priority Mail Express**
Mesirow Insurance Services, Inc.
29278 Network Place
Chicago, IL 60673-1292

**Overnight/Courier Remittance Address - Via Private Carriers such as FedEx or UPS**
JPMorgan Chase
Mesirow Insurance Services, Inc. Box# 29278
131 S. Dearborn 6th Floor
Chicago, IL 60603

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**IMPORTANT NOTICE:** The Nonadmitted & Reinsurance reform act (NRRA) went into effect July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees due must be promptly remitted to Alliant Insurance Services, Inc.

**IMPORTANT NOTICE:** The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice. Please contact your tax consultant for your obligations regarding FATCA.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income Alliant may earn on a placement, are available at www.alliant.com. For a copy of our policy or for inquiries regarding compensation issues pertaining to your account contact: Alliant Insurance Services, Inc., Attn: General Counsel, 701 B St., 6th Floor, San Diego, CA 92101.
Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Company Name: Mesirow Insurance Services, Inc.
Company Contact: Michael J. Mackey
Contact Phone: 312-555-7900
Contact Email: mmackey@mesirowfinancial.com

Date: 10/16/2017
Bid/Contract/PO #: RFP 18-048

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the County Board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

\[\text{NONE (check here) - If no contributions have been made}\]

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
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</table>

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

\[\text{NONE (check here) - If no contacts have been made}\]

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
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</thead>
</table>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the County for administrative adjustments

The full text for the County's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature

Signature on File

Printed Name

Michael J. Mackey

Title

Executive Vice President

Date

10/16/2017

Attach additional sheets if necessary. Sign each sheet and number each page. Page \(\text{of }\) (total number of pages)
Other Action Item

17-18-319

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<td>Purpose of Trip: (explain fully the necessity of making the trip)</td>
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<tr>
<td>Board of Review member will be attending Illinois Property Assessment Institute continuing education courses Communication I and II required for the Certified Illinois Assessing Official designation.</td>
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<tr>
<td>Destination: Normal, IL</td>
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<tr>
<td>Date of Departure: 3-18-18</td>
<td>Date of Return Arrival: 3-23-18</td>
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<td>(Please include a detailed explanation if different from official business dates)</td>
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Please indicate the estimated amount for each applicable expense.

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Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Other Action Item
17-18-322

| Request Date: | 2/9/18 | Account Code: | 1100-1300 |

Purpose of Trip: (explain fully the necessity of making the trip)

2-Day training workshop on Euthanasia By Injection. Animal Caretakers and Veterinary Technicians are required to hold this certification and obtain licensing in order to perform their primary job responsibilities. Successful completion of EBI training is required in order to apply for licensing through the State of Illinois office of Financial and Professional Regulation. EBI training workshops are offered only a few times per year in varying geographic locations.

Destination: Peoria County Animal Protection Services, 2600 NE Perry Ave, Peoria, IL 61611

| Date of Departure: | 3/22/2018 | Date of Return Arrival: | 3/23/2018 |

(Please include a detailed explanation if different from official business dates)

**Please indicate the estimated amount for each applicable expense.**

<table>
<thead>
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Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _______________________
PAUL HINDS, COUNTY CLERK
The Illinois Animal Welfare Federation presents Euthanasia by Injection training for animal shelter workers. This workshop meets the training requirements for the Certified Euthanasia Technician license in the State of Illinois. It is also approved training in Ohio and Wisconsin.

Euthanasia means a humane and stress-free end of life for the animals in shelter care. The IAWF intends to provide those workers who must euthanize the proper training in a supportive and compassionate environment to attain that desired result.

In this workshop, you’ll learn about anesthetics and legend drugs, anatomy, proper restraint, injection techniques, equipment, worker safety, legal requirements and verification of death. Instruction will be through lecture, discussion, videos, and hands-on lab work. You’ll watch, and depending upon the availability of animals, may perform euthanasia.

Tuition is $250; organizational members of the IAWF pay only $125. Your tuition covers a meal both days and 12 hours of professional classroom and hands-on training. You also receive a comprehensive workbook, materials, and, upon passing the workshop exam, a certificate verifying you successfully completed this training.

Registration Deadline: March 16, 2018

No video or audio taping of the workshop is allowed without prior consent of the IAWF.
## Purpose of Trip: (explain fully the necessity of making the trip)

2-Day training workshop on Euthanasia By Injection. Animal Caretakers and Veterinary Technicians are required to hold this certification and obtain licensing in order to perform their primary job responsibilities. Successful completion of EBI training is required in order to apply for licensing through the State of Illinois office of Financial and Professional Regulation. EBI training workshops are offered only a few times per year in varying geographic locations.

## Destination:
Peoria County Animal Protection Services, 2600 NE Perry Ave, Peoria, IL 61611

<table>
<thead>
<tr>
<th>Date of Departure:</th>
<th>Date of Return Arrival:</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/22/2018</td>
<td>3/23/2018</td>
</tr>
</tbody>
</table>

(Please include a detailed explanation if different from official business dates)

## Please indicate the estimated amount for each applicable expense.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
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<tr>
<td>Registration</td>
<td>125</td>
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<tr>
<td>Transportation</td>
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</tr>
<tr>
<td>Lodging</td>
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<td>Rental Car</td>
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<td>Miscellaneous Expenses (mileage, etc.)</td>
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<td>Reference Materials</td>
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<td>Meals: (Per Diems)</td>
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<td><strong>Total</strong></td>
<td><strong>$569.95</strong></td>
</tr>
</tbody>
</table>

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

__________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

______________________________
Attest: PAUL HINDS, COUNTY CLERK
The Illinois Animal Welfare Federation presents Euthanasia by Injection training for animal shelter workers. This workshop meets the training requirements for the Certified Euthanasia Technician license in the State of Illinois. It is also approved training in Ohio and Wisconsin.

Euthanasia means a humane and stress-free end of life for the animals in shelter care. The IAWF intends to provide those workers who must euthanize the proper training in a supportive and compassionate environment to attain that desired result.

In this workshop, you’ll learn about anesthetics and legend drugs, anatomy, proper restraint, injection techniques, equipment, worker safety, legal requirements and verification of death. Instruction will be through lecture, discussion, videos, and hands-on lab work. You’ll watch, and depending upon the availability of animals, may perform euthanasia.

Tuition is $250; organizational members of the IAWF pay only $125. Your tuition covers a meal both days and 12 hours of professional classroom and hands-on training. You also receive a comprehensive workbook, materials, and, upon passing the workshop exam, a certificate verifying you successfully completed this training.

Registration Deadline: March 16, 2018

No video or audio taping of the workshop is allowed without prior consent of the IAWF.

REGISTRATION FORM—PRINT CLEARLY

Name _________________________________________________

Agency ________________________________________________

E-mail _________________________________________________

Address ________________________________________________

City, State, Zip __________________________________________

Phone (___) _________ Fax (___) ________________

Make check payable to IAWF. Payment must accompany registration form. Mail completed form with $250 (organizational members pay only $125) in check or money order to Mary Tiefenbrunn, c/o Champaign County Humane Society, 1911 E. Main, Urbana, IL 61802 or register online at www.iawf.net. Questions? Contact training@iawf.net.
Resolution
ED-R-0077-18

SUPPORT OF PARTNERSHIPS BETWEEN DUPAGE BUSINESS & EDUCATORS AND OF COLLEGE AND CAREER READINESS PROGRAMS IN DUPAGE COUNTY SCHOOLS

WHEREAS, education is the cornerstone of a strong economy; and

WHEREAS, a sustained commitment to educational opportunity and student success can bring about fundamental improvement in the quality of life of all DuPage County residents; and

WHEREAS, DuPage County recognizes that a college and career readiness gap exist between students and certain employment sectors; and

WHEREAS, DuPage County is committed to the equitable and continuous growth and development of DuPage County students; and

WHEREAS, DuPage County recognizes that our students are the future drivers and influencers of our economy and economic health; and

WHEREAS, DuPage County, in partnership with DuPage County’s business community, the DuPage County Regional Office of Education, workNet DuPage, and Choose DuPage, desire to better equip students for their educational and professional futures; and

WHEREAS, the parties above recognize that technical and vocational education and training are critical to the personal and professional development of DuPage County students; and

WHEREAS, the parties above further desire to create and foster an environment for students to achieve productive and long-term job employment and self-sufficiency;

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board, DuPage County Regional Office of Education, workNet DuPage, and Choose DuPage support and advocate for: 1) the inclusion of applied math and science courses, that prepare students for the business challenges of today and tomorrow, for all high school juniors and seniors; 2) business internships and job shadowing opportunities that partner students with local entrepreneurs and provide both with meaningful experiences; 3) the successful student transition from high school to college and or careers; and 4) the ongoing communication and model of collaboration between educators and employers to address the needs of both students and businesses.

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: __________________________________________________
PAUL HINDS, COUNTY CLERK
Resolution
ED-R-0078-18

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF DUPAGE ILLINOIS AND WESTERN DUPAGE CHAMBER OF COMMERCE FOR PROFESSIONAL SERVICES OPERATING A ONE STOP AMERICAN JOB CENTER

WHEREAS, the County of DuPage ("COUNTY"), through its Workforce Development Division, entered into a contract with the Western DuPage Chamber of Commerce ("CONSULTANT") to set forth the CONSULTANT’S role as the One-Stop-Operator (OSO) at the COUNTY’S workNet DuPage Career Center; and

WHEREAS, the Illinois Department of Commerce and Economic Opportunity (IDCEO) recently issued a Training, and Education Guidance Letter (TEGL) setting forth additional OSO contract requirements for Illinois workforce agencies; and

WHEREAS, the IDCEO requested that the COUNTY’S OSO contract be amended to designate the CONSULTANT’S status as a sub recipient of Federal funds; and

WHEREAS, the COUNTY and CONSULTANT desire to amend the OSO contract consistent with the IDCEO audit.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the FIRST AMENDMENT TO THE AGREEMENT between the COUNTY and WESTERN DUPAGE CHAMBER OF COMMERCE is hereby accepted and approved and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the FIRST AMENDMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached FIRST AMENDMENT to Western DuPage Chamber of Commerce, 306 Main Street, West Chicago, IL 60185; DuPage Workforce Board/Economic Development Committee; Anthony Hayman, State's Attorney’s Office; and the DuPage County Human Resources Department.

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Attachment

THIS FIRST AMENDMENT TO THE AGREEMENT, made this 27th day of February, 2018, between COUNTY OF DUPAGE a body politic and corporate with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and the WESTERN DUPAGE CHAMBER OF COMMERCE ("CONSULTANT"), licensed to do business in the State of Illinois, with offices at 306 Main Street, West Chicago, Illinois 60185.

RECITALS

WHEREAS, the County of DuPage ("COUNTY"), through its Workforce Development Division, entered into a contract with the WESTERN DUPAGE CHAMBER OF COMMERCE to set forth the CONSULTANT’S role as the One-Stop-Operator (OSO) at the COUNTY’S workNet DuPage Career Center; and

WHEREAS, the Illinois Department of Commerce and Economic Opportunity (IDCEO) recently issued a Training, and Education Guidance Letter (TEGL) setting forth additional OSO contract requirements for Illinois workforce agencies; and

WHEREAS, the IDCEO requested that the COUNTY’S OSO contract be amended to designate the OSO status as a sub recipient of Federal funds per Section 10 of the TEGL; and

WHEREAS, the COUNTY and the CONSULTANT both desire to amend the OSO contract consistent with the TEGL Section 10.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.

2. **Agreement Remain In Effect:** The Agreement remains in full force and effect except to the extent that the provisions of this First Amendment conflict with the terms of the Agreement in that case the provisions of this First Amendment shall control.

3. **Amendments to the Agreement:**

   3.1 The Agreement, first paragraph at page 1, is hereby amended to state: "The One-Stop Operator (OSO), Western DuPage Chamber Of Commerce, as a Workforce Investment Opportunity Act (WIOA) sub-recipient of Federal funds for the period of July 1, 2017 through September 30, 2019."

Packet Pg. 355
3.2 The Agreement at Section 8, page 2, shall be further amended to add the following language at the end of the current provision: "including compliance with all Federal and State laws, regulations, rules, executive orders, the Uniform Guidance at 2 CFR part 200 (including the contractual provisions in 2 CFR 200.326 and 2 CFR part 2900) and the County’s ethics/conflict of interest/gift ban ordinances and policies as applicable to its independent contractors."

3.3 The Agreement at Section 11, page 3, shall be amended to add the following language as a new sub-part 11.6: "11.6 As a condition of its sub-recipient status, and the award of financial assistance under WIOA from the Department of Labor, Individual, with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity, that it will comply fully with the Workforce Innovation and Opportunity Act, including the nondiscrimination and equal opportunity provisions; 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; the Age Discrimination Act of 1975, as amended; Title IX of the Educations Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CRF part 34. Individual acknowledges that the United States has the right to seek judicial enforcement of this assurance."

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

BY: __________________________
   DANIEL CRONIN, CHAIRMAN
   DUPAGE COUNTY BOARD

ATTEST:

BY: __________________________
   PAUL HINDS, COUNTY CLERK

WESTERN DUPAGE CHAMBER OF COMMERCE

BY: __________________________
   Name: David F. Saba
   Title: President/CEO
MODIFICATION THREE TO THE HOME INVESTMENT PARTNERSHIPS AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND COMMUNITY HOUSING ADVOCACY and DEVELOPMENT, HM03-02

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the “Housing and Community Development Act of 1974”, the National Affordable Housing Act of 1990, and the Housing and Community Development Act of 1992, and COUNTY may disburse those funds and other county funds for community development and other housing program activities (Illinois Complied Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, the COUNTY has applied to HUD for HOME Investment Partnerships Act funds from the United States Department of Housing and Urban Development (“HUD”) as provided by the Cranston-Gonzalez National Affordable Housing Act, as amended (Title II, Pub. L. 101-625) (“ACT”); and

WHEREAS, COMMUNITY HOUSING ADVOCACY and DEVELOPMENT, an Illinois not-for-profit corporation, (hereinafter called “SPONSOR”), having a principal place of business at 531 East Roosevelt Road, Suite 200, Wheaton IL 60187, made an application to COUNTY for a grant of a portion of COUNTY’S HOME Investment Partnerships Act Funds (“HOME FUNDS”) to be used for eligible costs associated to purchase six single family units as part of the “Just Homes” program. “Just Homes” is a shared-equity program where CHAD provides 40% of the equity and our partner provides 60% of the equity needed to purchase a home; and

WHEREAS, DuPage County approved funding on February 8, 2000, as part of the 2000 DuPage County Consolidated Plan submitted to HUD for the HOME Investment Partnership Program (HOME), adopted by Resolution CDC-001-00; and

WHEREAS, an Agreement was approved on June 10, 2003 adopted by Resolution CDC-038-03 requiring compliance with HOME requirements, and said agreement has been approved by COMMUNITY HOUSING ADVOCACY and DEVELOPMENT; and

WHEREAS, an Agreement modification was approved April 12, 2011, Resolution CDC-008-11; and

WHEREAS, an Agreement modification was approved January 22, 2013, Resolution CDC-006-131 to allow for “the temporary rental of any townhouse that was to be sold, until such time as market conditions allow for the sale of such home.”

WHEREAS, SPONSOR has requested Modification Three to grant unsold townhouses to remain as permanent rental units for low income households; and to reduce the affordability period from 20 to 15 years; said Modification request was approved by the Home Advisory Group on February 5, 2018 and the County Health & Human Services Committee on February 20, 2018.

NOW THEREFORE BE IT RESOLVED by the County Board that said Agreement
Resolution
HHS-R-0071-18

Modification between the County of DuPage and Community Housing Advocacy and Development, attached hereto, is hereby approved; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is authorized and directed to execute said Agreement on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is hereby authorized to approve amendments to PROJECT HM03-02 so long as such amendments further the completion of the project and are in accordance with regulations applicable to the HOME Investment Partnerships Act and the policies of DuPage County; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send an original signed Agreement with this Resolution to Brian Worth, Executive Director, COMMUNITY HOUSING and DEVELOPMENT, 531 E Roosevelt Road, #200, Wheaton IL 60187; and a certified copy to Community Development.

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
To: Robert Larsen, Chairman and Committee Members  
Health and Human Services Committee  

From: Mary A. Keating, Director,  
Department of Community Services  

Date: February 8, 2018  

Subject: Modification to Project HM03-02 – Community Housing Advocacy and Development (CHAD) – Reduction of HOME Affordability Period and Agreement Modification  

On February 6, 2018, the Home Advisory Group approved the recommendation for 3rd modification to Project HM03-02 – Community Housing Advocacy and Development (CHAD) to reduce the affordability period and agreement modification.  

Community Development Commission Agreement HM03-02 was adopted by Resolution CDC-038-03 on June 10, 2003, modified by Resolution CD-008-11 on April 12, 2011, and modified by Resolution CD-006-13 on January 22, 2013 in the amount of $518,000 to purchase six single family units as part of the “Just Homes” program. “Just Homes” is a shared-equity program where CHAD provides 40% of the equity and our partner provides 60% of the equity needed to purchase a home. CHAD’s equity partner takes on the responsibilities of home ownership with a smaller mortgage payment, allowing them to pay all utilities, property taxes and maintenance items.  

The Agreement was modified April 6, 2011 to allow for “the temporary rental of any townhouse that was to be sold, until such time as market conditions allow for the sale of such home.” Currently one of the original homeownership units is serving as a rental units for CHAD. Its “Just Homes” program is experiencing difficulty attracting lenders to shared-equity homeownership, at locations across DuPage County. In addition, refinancing and Home Equity Lines of Credit are proving difficult for the existing owners to secure due to the program structure. The modification will allow for the currently rented property to remain as a permanent rental units for low income households as well as allow future properties to become rental if they are sold back to CHAD during the affordability period.
In addition to the modification request above, staff is also recommending the reduction of the HUD required affordability period from 20 years to 15 years. In the early days of the County’s HOME program, affordability periods longer than the HUD requirement were placed of some projects. Therefore, over the past couple years, we have been working to simplify our portfolio of HOME loans by reducing the affordability period or releasing projects that have fulfilled the HUD required affordability period. Although these extended affordability periods were never registered in HUD’s tracking system, they were reflected in the project agreements and do put the County at financial risk if an affordability period is not met.

Staff is now asking committee approval to shorten the affordability compliance periods on the following project to match the HUD affordability periods. When the project reaches the end of its affordability period, it will then be released. It is important to make these changes now so that a correct unit inspection schedule can be implemented.

As noted below, this project will also require a modification to the Agreement and recording of a Regulatory Land Use Restriction Agreement (RLURA) to correctly state the HOME affordability period.

<table>
<thead>
<tr>
<th>Project No.</th>
<th>Developer</th>
<th>Project</th>
<th>Expiration Date of HUD Affordability Period</th>
<th>RLURA</th>
</tr>
</thead>
<tbody>
<tr>
<td>HM03-02</td>
<td>CHAD</td>
<td>6 scattered site units</td>
<td>June 8, 2019</td>
<td>RLURA Drafted for June 8, 2019</td>
</tr>
</tbody>
</table>

Recommendation: The HOME Advisory Group recommends that the affordability period stated in the Agreement shown in the above table be adopted and that the Director of Community Services be authorized to execute modifications to the Agreement and RLURA documents.

If you have any questions regarding the above recommendations, please contact me at 630-407-6457. Thank you.
MODIFICATION THREE TO COMMUNITY DEVELOPMENT COMMISSION AGREEMENT HM03-02

THIS MODIFICATION ONE TO AGREEMENT is entered into this 27th day of February, 2018 by and between the COUNTY OF DU PAGE, Illinois (hereinafter called “COUNTY”) and COMMUNITY HOUSING ADVOCACY and DEVELOPMENT, an Illinois not-for-profit corporation, having a principle place of business at 531 E Roosevelt Road, #200, Wheaton IL 60187, (hereinafter called “SPONSOR”). The purpose of this MODIFICATION THREE TO AGREEMENT is to modify an existing agreement between the above parties known as Agreement HM03-02 which was adopted by Resolution CDC-038-03 on June 10, 2003, modified by Resolution CD-008-11 on April 12, 2011, and modified by Resolution CD-006-13 on January 22, 2013 to provide SPONSOR with HOME Investment Partnership Program funding in the amount of $518,000 for the purpose of ACQUISITION AND REHABILITATION OF SIX SINGLE FAMILY DWELLING UNITS AND KNOWN AS home PROJECT HM03-02 (the PROJECT) (hereinafter, together called “Agreement”).

In consideration of the premises of the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following modification of the terms of the Agreement in accordance with the following sections of the Agreement:

1. Section III, B-7 is hereby amended to state that the Project shall comply with the requirements of the HOME Program Final Rule, and it shall remain affordable in accordance with paragraphs III-B-6 above for 15 years beginning when all necessary title transfer requirements and construction work have been performed; the final draw down has been disbursed for the PROJECT; and the PROJECT completion information has been entered in the disbursement and information system established by HUD (“Affordability Period”), in accordance with the HOME Program Final Rule.

2. Section III, B-8. is hereby amended to state that County and Sponsor have agreed that the Affordability Period will remain in effect for the full 15 years, and that all obligations for said Affordability Period shall be secured by deed restrictions and covenants running with the land as described in the Regulatory and Land Use Restriction Agreement to be entered into by between COUNTY and SPONSOR in connection herewith.

3. Section XIV, B. Any house under the Agreement that was to be sold may be temporarily or permanently rented to an eligible household whose income does not exceed 60% of median family income as set by the U.S. Department of Housing and Urban Development (HUD) and updated from time to time. The rental received shall not exceed High HOME rent, less utility allowances, as set by HUD and updated from time to time. Should five or more houses in the total project be rented during the same time period, 20% of the rental units must be rented at Low HOME rent, less utility allowances, as set by HUD and updated from time to time.

4. In all other respects the terms and conditions of the Agreement shall remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto have executed this Modification on the dates recited below:

COUNTY OF DU PAGE, a body politic in the State of Illinois

By: _____________________________________
    Daniel J. Cronin, Chairman
    DuPage County Board

Date: _____________________________________

Attest: ___________________________________
       Paul Hinds
       County Clerk

SPONSOR: COMMUNITY HOUSING ADVOCACY and DEVELOPMENT, a Not-for-profit Corporation in the State of Illinois

By: _____________________________________
    Brian R. Worth
    President and Chief Executive Officer

Date: _____________________________________

Attest: ___________________________________
Print Name: ________________________________

Title: ________________________________
WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and the Housing and Community Development Act of 1992, and COUNTY may disburse those funds and other county funds for community development and other housing program activities (Illinois Complied Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, the United States government has appropriated funds for emergency assistance for the redevelopment of abandoned and foreclosed homes under Title III of the Housing and Economic Recovery Act of 2008 (HERA), to be treated as though such funds were Community Development Block Grant funds under the Housing and Community Development Act of 1974 (the "ACT") and to be administered through the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, COUNTY has applied to HUD for HERA funds to be used for a Neighborhood Stabilization Program (NSP); and

WHEREAS, the COUNTY, as part of its application to HUD, has stated that it will select certain non-profit developers to create housing under the NSP; and

WHEREAS, DHA MANAGEMENT, INC., an Illinois not-for-profit corporation, an affiliate of the DuPage Housing Authority, a body politic was selected as a developer under the NSP (DEVELOPER); and

WHEREAS, Agreement NSP08-03 was adopted by County Board Resolution CD-016-09 on June 23, 2009 (hereinafter, together with all previous amendments thereto, called Agreement NSP08-03); and

WHEREAS, the attached MODIFICATION ELEVEN to Agreement NSP08-03 has been approved by the Community Development Commission and the Health and Human Services Committee;
NOW, THEREFORE, BE IT RESOLVED by the County Board that said MODIFICATION ELEVEN to Agreement NSP08-03 between COUNTY and DEVELOPER, hereby incorporated by reference, is hereby approved; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is authorized and directed to execute the attached MODIFICATION ELEVEN to Agreement NSP08-03 on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ____________________________
 PAUL HINDS, COUNTY CLERK
TO: Robert Larsen, Chairman and Committee Members  
Health and Human Services Committee

FROM: Mary A. Keating, Director,  
Department of Community Services

DATE: February 8, 2018

SUBJECT: DuPage County Housing Authority (DHA)  
Recommendation for Reactivation of Agreement NSP08-03 –  
Modification #11

On February 6, 2018, the Home Advisory Group approved the recommendation  
for an 11th Modification, of NSP08-03 to June 30, 2018.

Background:
Neighborhood Stabilization Agreement NSP08-03 was adopted by resolution CDC-  
016-09 on June 23, 2009 for the purpose of acquiring up to 8 single family homes to be  
sold to homebuyers with a maximum 60% Median Family Income. This NSP  
agreement has gone through ten modifications since 2009 based on new HUD  
guidelines, time extensions, and transfer of ownership to qualified parties.

The property of 148 Montana, located in Glendale Heights, was transferred from DHA  
to Habitat for Humanity in 2016 to be rehabilitated and sold to a homebuyer meeting  
the criteria of the NSP program requirements. The property now has an expected  
homebuyer and is expected to be transferred within the next 30-45 days. During the  
closeout phase before the transfer of ownership to the homebuyer takes place, DHA has  
discovered additional eligible reimbursements in the amount of $13,869.10 that can be  
requested as part of agreement NSP-08-03. In order to process these eligible expenses  
for reimbursement, the agreement needs to be reactivated briefly to allow the payment  
request to be processed.

Recommendation: The HOME Advisory Group recommends that Agreement NSP08-  
03 be modified and reactivated until June 30, 2018 to allow a payment request of  
eligible expenses to DuPage County Housing Authority.
MODIFICATION ELEVEN TO COMMUNITY DEVELOPMENT COMMISSION AGREEMENT NSP08-03

THIS ELEVENTH MODIFICATION TO AGREEMENT is entered into this 27th day of February, 2018 by and between the COUNTY OF DU PAGE, Illinois (hereinafter called “COUNTY”) and DUPAGE COUNTY HOUSING AUTHORITY (DHA) (hereinafter called “SUBGRANTEE”). The purpose of this MODIFICATION TO AGREEMENT is to modify an existing agreement between the above parties known as Community Development Commission Agreement NSP08-03, which was adopted by Resolution CDC-016-09 on June 23, 2009, to grant funding in the amount of up to $1,808,795 for eligible costs associated with the acquisition, rehabilitation, and project delivery of up to 8 single family houses (hereinafter, together with any previous modifications thereto, called “Agreement”).

In consideration of the premises of the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following modification of the terms of the Agreement.

1. The time period covered by the Agreement is hereby reactivated and extended to April 30, 2018.

In all other respects, the terms and conditions of the Agreement shall remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto have executed this Modification on the dates recited below:

COUNTY OF DU PAGE, a body politic in the
State of Illinois

By: _____________________________________
    Dan Cronin, Chairman
    DuPage County Board

Date: _________________________________

Attest: _____________________________________

SUBGRANTEE: DuPage Habitat for Humanity

BY: _________________________________
    Signature
    Printed Name: Kenneth Coles
    Title: Executive Director

DATE: _________________________________

ATTEST: _____________________________________
    Signature
    Printed Name: ____________________________
    Title: _________________________________
WHEREAS, DuPage County is a participating jurisdiction in the HOME Investment Partnerships Act (HOME) Program since 1992; and

WHEREAS, DuPage Homeownership Center, Inc., dba H.O.M.E. DuPage, Inc., an Illinois Not-for-Profit Corporation, has applied for HOME funds that will be used to provide deferred junior mortgages to qualified low-income first time homebuyers and known as HOME project #HM15-01; and

WHEREAS, the DuPage HOME Advisory Group and the County Health and Human Services Committee have recommended HOME funding in the amount of Two Hundred Eighty Seven Thousand Three Hundred and 00/100 Dollars ($287,300.00) for said application; and

WHEREAS, an Agreement requiring compliance with HOME program requirements, has been adopted by Resolution HHS-R-0159-16 on May 10, 2016, said Agreement was modified by internal policies/procedures to extend the agreement time period by 6-months on March 8, 2017, further modified by internal policies/procedures to extend the agreement time period by 6-months on August 15, 2017; and

WHEREAS, the DuPage HOME Advisory Group and County Health and Human Services Committee have approved the recommendation to enter into a third agreement modification, extending the agreement time period by an additional 6-months to September 30, 2018.

NOW THEREFORE BE IT RESOLVED by the County Board that said Agreement between DuPage County and DuPage Homeownership Center, Inc. dba H.O.M.E. DuPage, Inc., hereby incorporated by reference, is hereby approved; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is authorized and directed to execute said Agreement on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is hereby authorized to approve amendments to project HM15-01 so long as such amendments further the completion of project HM15-01 and are in accordance with regulations applicable to the HOME Investment Partnerships program and are in accordance with the policies of DuPage County; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send certified copies of this Resolution to Ms. Anne O’Dell, Executive Director of DuPage Homeownership Center, Inc., dba H.O.M.E. DuPage, Inc., 1600 East Roosevelt Road, Wheaton, IL 60187; and the Community Development Commission.

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.
Resolution

HHS-R-0073-18

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
TO: Robert Larsen, Chairman and Committee Members
Health and Human Services Committee

FROM: Mary A. Keating, Director,
Department of Community Services

DATE: February 12, 2018

SUBJECT: HM15-01 – DuPage Homeownership Center, Inc. dba H.O.M.E.
DuPage Inc. – Homestead Program – Down Payment Assistance –
Third 6-Month Agreement Extension Request

This request was approved by the HOME Advisory Group on February 6, 2018.

Background: An Agreement between the County of DuPage and the DuPage
Homeownership Center, Inc. was entered into for the purposes of providing qualified
low-income borrowers a comprehensive home ownership counseling program and to
provide each qualified low-income borrower purchasing a residence in the Homestead
Program a deferred junior mortgage of up to $14,999. Reimbursement of eligible
project delivery costs in the amount of $2,920 are also funded from the Agreement.
Said Agreement was adopted by Resolution HHS-R-0159-16 on May 10, 2016 in the
amount of $287,300.

On February 27, 2017, the DuPage Homeownership Center, Inc. (DHOC) dba
H.O.M.E. DuPage, Inc. requested their first 6-month time extension for Agreement
HM15-01. On March 8, 2017, the time extension request was approved and the grant
expiration was extended to September 30, 2017.

On July 19, 2017, H.O.M.E. DuPage requested a second 6-month time extension for
Agreement HM15-01. On August 1, 2015, the HOME Advisory Group approved the
extension recommendation, and on August 15, 2017, the Health & Human Services
Committee approved the extension request and the expiration was extended to March
31, 2018.

On January 25, 2018, H.O.M.E. DuPage requested a third 6-month time extension for
Agreement HM15-01. Funding in the amount of $88,851 remains, which DHOC
anticipates will be fully expended on or before September 30, 2018.

Recommendation: The HOME Advisory Group recommends approval of the third 6-
month extension request.

If you have any questions regarding the above recommendation, please contact me at
630-407-6457. Thank you.
January 24, 2018

Ms. Mary Keating
Director, Community Services
421 N. County Farm Rd.
Wheaton IL 60187

Dear Ms. Keating:

I am requesting modifications of HOME Agreement HM 15-01 and CDBG Agreement CD15-23A, to extend both agreements for an additional 6 months, or until the funds are exhausted, whichever comes first.

H.O.M.E. DuPage continues to actively market the Homestead program, and interest in the program remains strong. In the past six months, 112 households have attended our Homebuyer Education classes, and 85 households have received individual pre-purchase counseling. Some (not all) will be candidates for the Homestead program. They are in varying stages of market readiness. Those who are not currently market-ready are working on their “action plans” to overcome obstacles to homeownership, such as excessive debt, poor credit, and lack of savings.

In 2017, 14 low-income first-time homebuyers purchased using the Homestead program. Three families are currently preapproved and shopping (all have low affordability due to Homestead’s 35% maximum housing ratio.) One additional household has been referred to a lender for preapproval. One additional household will complete homebuyer education this week, and will then be referred to a lender for preapproval.

We are using HM 15-01 and CD 15-23A funds more slowly than anticipated, however. Within the past several months, 2 Homestead transactions were cancelled because the properties did not meet HOME property guidelines. Several Homestead-eligible borrowers have opted to purchase—some outside DuPage County—with other down payment assistance programs (including Illinois Housing Development Authority’s @Home Illinois and 1stHome Illinois, FHLB’s Down Payment Plus, and Wintrust Community Bank’s $2,000 DPA grant. While these other programs all have less restrictive qualification ratios and virtually no property condition stipulations, H.O.M.E. DuPage remains committed to preparing first-time buyers for successful, sustainable homeownership.

Thank you for your time and consideration of this request.

Sincerely,

Anne O'Dell, Executive Director
THIS MODIFICATION TO AGREEMENT is entered into this 27th day of February, 2018 by and between the COUNTY OF DU PAGE, Illinois (hereinafter called “COUNTY”) and the DUPAGE HOMEOWNERSHIP CENTER, INC., d.b.a. H.O.M.E. DUPAGE, INC., an Illinois not-for-profit corporation (hereinafter called “SUBGRANTEE”). The purpose of this MODIFICATION TO AGREEMENT is to modify an existing agreement between the above parties known as Community Development Commission Agreement HM15-01, which was adopted by Resolution HHS-R-0159-16 on May 10, 2016, to grant funding in the amount of $287,300.00, of which $88,851.00 remains unexpended, for the purposes of providing each potential BORROWER a comprehensive home ownership counseling program that is consistent with the Fannie Mae document, “A Guide to Home Ownership,” and a certificate of completion shall be made a part of the loan file; determining each BORROWER’s income eligibility using the Internal Revenue Service (IRS) Form 1040 Adjusted Gross Income definition; and providing each qualified low-income BORROWER purchasing residences in the project a deferred junior mortgage at zero percent (0%) interest in an amount not to exceed $14,999, to extend the time limit of the Agreement (hereinafter, together with any previous modifications thereto, called “Agreement”).

In consideration of the premises of the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following modification of the terms of the Agreement.

1. The time period covered by the Agreement is hereby extended to September 30, 2018.

In all other respects, the terms and conditions of the Agreement shall remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto have executed this Modification on the dates recited below:

DUPAGE HOMEOWNERSHIP CENTER,
    d.b.a. H.O.M.E. DUPAGE, INC.,
    an Illinois Not-for-Profit Corporation

1600 E. Roosevelt Road
Wheaton, Illinois 60187

By: _____________________________________
    Anne O’Dell,
    Executive Director

Date: _____________________________________

Attest: _____________________________________
    Signature

_____________________________________
    Printed Name

_____________________________________
    Title

COUNTY OF DU PAGE, a body politic in the State of Illinois

By: _____________________________________
    Daniel J. Cronin
    Chairman DuPage County Board

Date: _____________________________________

Attest: _____________________________________
    Paul Hinds
    County Clerk
RESOLUTION

HHS-R-0074-18

MODIFICATION THREE TO THE COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT WITH DUPAGE COUNTY AND THE DUPAGE HOMEOWNERSHIP CENTER, INC., dba H.O.M.E DUPAGE, INC., PROJECT NUMBER CD15-23A

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the “Housing and Community Development Act of 1974”, and other subsequent housing acts, and may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, COUNTY has been a participating jurisdiction in the United States Department of Housing and Urban Development’s (“HUD’s”) Housing and Community Development Program since 1975, and has applied for Community Development Block Grant Funds (“CDBG”) from HUD as provided by the Housing and Community Development Act of 1974, as amended (P.L. 93-383)(“ACT”); and

WHEREAS, COUNTY, as part of its application to HUD, has created a Housing Development Fund Program (“HDF”) which is used to provide funds to maintain and expand housing opportunities for low and moderate-income households (“HDF FUNDS”); and

WHEREAS, the DUPAGE HOMEOWNERSHIP CENTER, INC., dba H.O.M.E. DUPAGE, INC., has made application to COUNTY for HDF FUNDS that will be used to provide closing cost grants to qualified low-income first time homebuyers obtaining HOME funded junior mortgages, with grant funds in the amount of $65,000.00 for project CD15-23a; and

WHEREAS, the DuPage HOME Advisory Group and County Development Committee have recommended HDF funding in the amount of $65,000.00 for said application; and

WHEREAS, an Agreement requiring compliance with CDBG program requirements, has been adopted by Resolution CD-R-0094-15 on February 10, 2015, said Agreement being executed on May 10, 2016, modified by internal policies/procedures to extend the agreement time period by 6-months on March 8, 2017, further modified by internal policies/procedures to extend the agreement time period by 6-months on August 15, 2017; and

WHEREAS, the HOME Advisory Group and Health and Human Services Committee have approved the recommendation to enter into a third agreement modification, extending the agreement time period by an additional 6-months to September 30, 2018.

NOW THEREFORE BE IT RESOLVED by the County Board that said Agreement between DuPage County and the DU PAGE HOMEOWNERSHIP CENTER, INC., dba H.O.M.E. DUPAGE, INC., hereby incorporated by reference, is hereby approved; and
Resolution
HHS-R-0074-18

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is authorized and directed to execute the Agreement on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is hereby authorized to approve amendments to project CD15-23a so long as such amendments further the completion of project CD15-23a and are in accordance with regulations applicable to the Community Development Block Grant Program and are in accordance with the policies of DuPage County and the DuPage Community Development Commission; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send certified copies of this Resolution to Ms. Anne O’Dell, Executive Director of DuPage Homeownership Center,

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

___________________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: ____________________________
PAUL HINDS, COUNTY CLERK
To: Robert Larsen, Chairman and Committee Members  
Health and Human Services Committee  

From: Mary A. Keating, Director,  
Department of Community Services  

Date: February 12, 2018  

SUBJECT: CD15-23A – DuPage Homeownership Center, Inc. dba H.O.M.E.  
DuPage, Inc. – Closing Costs Grant – Third 6-Month Agreement  
Extension Request  

This request was approved by the CDC Executive Committee on February 6, 2018.  

Background: An Agreement between the County of DuPage and the DuPage Homeownership Center, Inc. was entered into for the purpose of providing qualified low-income borrower’s purchasing a residence in the Homestead Program a closing cost grant in an amount not to exceed $3,000. Said Agreement was adopted by Resolution DC-R-0094-15 on February 10, 2015 in the amount of $65,000.  

On July 19, 2017, H.O.M.E. DuPage requested a second 6-month time extension for Agreement CD15-23A. On August 1, 2015, the HOME Advisory Group approved the extension recommendation, and on August 15, 2017, the Health & Human Services Committee approved the extension request and the expiration was extended to March 31, 2018.  

On January 25, 2018, H.O.M.E. DuPage requested a third 6-month time extension for Agreement CD15-23A. Funding in the amount of $29,000 remains, which DHOC anticipates will be fully expended on or before September 30, 2018.  

Recommendation: The CDC Executive Committee recommends approval of the third 6-month extension request.  

If you have any questions regarding the above recommendation, please contact me at 630-407-6457. Thank you.
January 24, 2018

Ms. Mary Keating
Director, Community Services
421 N. County Farm Rd.
Wheaton IL 60187

Dear Ms. Keating:

I am requesting modifications of HOME Agreement HM 15-01 and CDBG Agreement CD15-23A, to extend both agreements for an additional 6 months, or until the funds are exhausted, whichever comes first.

H.O.M.E. DuPage continues to actively market the Homestead program, and interest in the program remains strong. In the past six months, 112 households have attended our Homebuyer Education classes, and 85 households have received individual pre-purchase counseling. Some (not all) will be candidates for the Homestead program. They are in varying stages of market readiness. Those who are not currently market-ready are working on their “action plans” to overcome obstacles to homeownership, such as excessive debt, poor credit, and lack of savings.

In 2017, 14 low-income first-time homebuyers purchased using the Homestead program. Three families are currently preapproved and shopping (all have low affordability due to Homestead’s 35% maximum housing ratio.) One additional household has been referred to a lender for preapproval. One additional household will complete homebuyer education this week, and will then be referred to a lender for preapproval.

We are using HM 15-01 and CD 15-23A funds more slowly than anticipated, however. Within the past several months, 2 Homestead transactions were cancelled because the properties did not meet HOME property guidelines. Several Homestead-eligible borrowers have opted to purchase—some outside DuPage County—with other down payment assistance programs (including Illinois Housing Development Authority’s @Homellinois and 1stHomeIllinois, FHLB’s Down Payment Plus, and Wintrust Community Bank’s $2,000 DPA grant). While these programs all have less restrictive qualification ratios and virtually no property condition stipulations, H.O.M.E. DuPage remains committed to preparing first-time buyers for successful, sustainable homeownership.

Thank you for your time and consideration of this request.

Sincerely,

Anne O’Dell, Executive Director
MODIFICATION TWO TO COMMUNITY DEVELOPMENT COMMISSION AGREEMENT CD15-23A

THIS MODIFICATION TO AGREEMENT is entered into this 27th day of February, 2018 by and between the COUNTY OF DU PAGE, Illinois (hereinafter called “COUNTY”) and the DUPAGE HOMEOWNERSHIP CENTER, INC., d.b.a. H.O.M.E. DUPAGE, INC., an Illinois not-for-profit corporation (hereinafter called “SUBGRANTEE”). The purpose of this MODIFICATION TO AGREEMENT is to modify an existing agreement between the above parties known as Community Development Commission Agreement CD15-23A, which was adopted by Resolution DC-R-0094-15 on February 10, 2015, to grant funding in the amount of $65,000.00, of which $29,000.00 remains unexpended, for the purposes of providing closing cost grants in an amount not to exceed $3,000.00 per qualified homebuyer, to extend the time limit of the Agreement (hereinafter, together with any previous modifications thereto, called “Agreement”).

In consideration of the premises of the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following modification of the terms of the Agreement.

1. The time period covered by the Agreement is hereby extended to September 30, 2018.

In all other respects, the terms and conditions of the Agreement shall remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto have executed this Modification on the dates recited below:

DUPAGE HOMEOWNERSHIP CENTER,  
d.b.a. H.O.M.E. DUPAGE, INC.  
an Illinois Not-for-Profit Corporation

1600 E. Roosevelt Road  
Wheaton, Illinois  60187

By:     _____________________________________  
Anne O’Dell,  
Executive Director

Date:  _____________________________________

Attest: _____________________________________  
Signature

_____________________________________
Printed Name

_____________________________________
Title

COUNTY OF DU PAGE, a body politic in the  
State of Illinois

By:    _____________________________________  
Daniel J. Cronin  
Chairman DuPage County Board

Date:  _____________________________________

Attest: _____________________________________  
Paul Hinds  
County Clerk
WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the “Housing and Community Development Act of 1974”, and other subsequent housing acts, and may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, the COUNTY has applied to HUD for HOME Investment Partnerships Act funds from the United States Department of Housing and Urban Development (“HUD”) as provided by the Cranston-Gonzalez National Affordable Housing Act, as amended (Title II, Pub. L. 101-625) (“ACT”); and

WHEREAS, the BRIDGE COMMUNITIES, INC., an Illinois not-for-profit corporation, having a principal place of business at 505 Crescent Blvd, Glen Ellyn IL 60137, (hereinafter “Developer”) has made application to COUNTY for HOME FUNDS in the amount of $236,556 that will be used for the purpose of the rehabilitation of twenty-six (26) rental units, in four separate properties; each unit to be leased to an eligible household at a rent not to exceed that allowed under the HOME Program for project HM15-05; and

WHEREAS, an Agreement was adopted by Resolution DC-R-0059-16 on February 23, 2016, to accomplish said purposes; modified by internal policy/procedures on July 6, 2016; modified by Resolution HHS-R-0259-17 on May 9, 2017; modified by Resolution HHS-R-0342-17 on August 8, 2017; and

WHEREAS, the DuPage HOME Advisory Group and County Health and Human Services Committee have recommended entering into the attached Modification Five to Agreement extending the project completion date to July 31, 2018.

NOW THEREFORE BE IT RESOLVED by the County Board that said Agreement between DuPage County and BRIDGE COMMUNITIES, INC., hereby incorporated by reference, is hereby approved; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is authorized and directed to execute the Agreement on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is hereby authorized to approve amendments to project HM15-05 so long as such amendments further the completion of project HM15-05 and are in accordance with regulations applicable to the HOME Investment Partnerships Act and are in accordance with the policies of DuPage County and the DuPage Community Development Commission; and...
BE IT FURTHER RESOLVED that the County Clerk be directed to send certified copies of this Resolution to Mr. John Hayner, Chief Executive Officer of Bridge Communities, Inc., 505 Crescent Blvd, Glen Ellyn IL 60137 and the DuPage Community Development Commission.

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
To: Robert Larsen, Chairman and Committee Members
    Health and Human Services Committee

From: Mary A. Keating, Director,
    Department of Community Services

Date: January 26, 2018

Subject: Bridge Communities, Inc. Scattered Site Transitional Housing
        Rehab HOME Project Number HM15-05
        4th Time Extension Request

On February 6, 2018, the Home Advisory Group approved the recommendation
for a 5th Modification, 4th Time Extension of Project HM15-05 to July 31, 2018.

HM15-05 Bridge Communities, Inc. Scattered Site Transitional Housing Rehab – The
following HOME Investment Partnerships Program project was approved by the
County Board on February 23, 2016 as part of the 2016 Action Plan for Housing and
Community Development to fund the rehabilitation of twenty-six (26) rental units in
four separate properties.

Bridge Communities is requesting a six-month extension as a delay in completing rehab
has occurred due the lengthy procedure of evicting a tenant. While all other rehab in
that building was completed as possible, another few weeks of work, including the
punch list items, will be necessary following the eviction. It is anticipated that all of
the rehab work and the required documentation will be completed within the extended
time period.

Recommendation: The HOME Advisory Group recommends that Project HM15-05
be granted a 4th time extension to July 31st, 2018.

If you have any questions regarding the above recommendations, please contact me at
630-407-6457. Thank you.
January 4, 2018

Ms. Therese Witkus  
Community Development Specialist  
DuPage County Community Development Commission  
421 N. County Farm Road  
Wheaton, IL 60187

Re. HOME Grant, HM15-05 Request for Extension

Dear Therese,

Bridge Communities is requesting a one-month extension of the HM15-05 Grant Agreement from January 31, 2018 to February 28, 2018 due to one apartment unit remaining to be rehabbed in our 302-308 Dale Drive, Addison, Illinois building. We have a former client who will not leave the apartment unit, but has to be out by January 11, 2018 and until he does we are unable to get into the unit to complete the rehab work.

We anticipate completing all of the rehab work and the required documentation within the extended time period and greatly appreciate the County’s and the Committee’s consideration of this request.

Sincerely,

John R. Hayner  
CEO
MODIFICATION FIVE TO COMMUNITY DEVELOPMENT COMMISSION AGREEMENT HM15-05

THIS MODIFICATION TO AGREEMENT is entered into this 27th day of February, 2018 by and between the COUNTY OF DU PAGE, Illinois (hereinafter called “COUNTY”) and Bridge Communities, Inc., an Illinois not-for-profit corporation, having a principle place of business at 505 Crescent Blvd, Glen Ellyn, IL 60137, (hereinafter called “DEVELOPER”). The purpose of this MODIFICATION TO AGREEMENT is to modify an existing agreement between the above parties known as Community Development Commission Agreement HM15-05, which was adopted by Resolution DC-R-0059-16 on February 23, 2016, to provide DEVELOPER with HOME Investment Partnerships Program or “HOME” funding in the amount of $236,556 for the purpose of the rehabilitation of twenty-six (26) rental units, in four separate properties; each unit to be leased to an eligible household at a rent not to exceed that allowed under the HOME Program (the “PROJECT”) (hereinafter, together with this modification, called “Agreement”).

In consideration of the premises of the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following modification of the terms of the Agreement.

1. The time period covered by the Agreement is hereby extended to July 31st, 2018.

In all other respects, the terms and conditions of the Agreement shall remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto have executed this Modification on the dates recited below:

COUNTY OF DU PAGE, a body politic in the
State of Illinois

By: _____________________________________
Daniel J. Cronin, Chairman
DuPage County Board

Date: _____________________________________

Attest: _____________________________________
Paul Hinds
County Clerk

DEVELOPER: Bridge Communities, Inc.
505 Crescent Blvd
Glen Ellyn, IL 60137

BY: _____________________________________
Signature
Printed Name: John Hayner
Title: Chief Executive Officer

DATE: _____________________________________

ATTEST: _____________________________________
Signature
Printed Name: ___________________________
Title: __________________________

Packet Pg. 385
AWARDING RESOLUTION ISSUED TO
DUPAGE COUNTY HEALTH DEPARTMENT (DCHD)
TO PROVIDE DENTAL CARE
TO LOW INCOME RESIDENTS IN DUPAGE COUNTY
(SUB-GRANTEE AGREEMENT TOTAL AMOUNT $77,000.00)

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

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of a sub-grantee contract to the DuPage County Health Department (DCHD), to provide dental care to low income residents in DuPage County, for the period January 1, 2018 through December 31, 2018, for Community Services, under the Community Services Block Grant.

Now, THEREFORE BE IT RESOLVED that County sub-grantee contract covering said, to dental care to low income residents in DuPage County, for the period January 1, 2018 through December 31, 2018, for Community Services through the Community Services Block Grant, be, and it is hereby approved for the issuance of a sub-grantee contract by the Procurement Division to DuPage County Health Department (DCHD), 111 N. County Farm Road, Wheaton, IL 60187, for a total amount of $62,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). (Grant funded)

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
PROCUREMENT REVIEW CHECKLIST

REQUISITION

This form must accompany all County Purchase Requisitions.

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<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
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<td>1/1/2018 - 12/31/2018</td>
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SOLICITATION METHOD FOR SOURCE SELECTION

Decision Memo Required: Other Professional Services - Detailed Vetting Process Required

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<tr>
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**Purchase Requisition**  
Procurement Services Division

**Send Purchase Order To:**  
Vendor: DuPage County Health Department (DCHD)  
Vendor #: 19161  
Dept: Community Services  
Division: CSBG Grant

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<th>Dept</th>
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<td>DuPage County Health Department (DCHD)</td>
<td>19161</td>
<td>Community Services</td>
<td>CSBG Grant</td>
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**Send Invoices To:**  
Vendor #: 19161  
Attn: Gina Strafford-Ahmed  
Email: gina.strafford@dupageco.org

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<th>Vendor #:</th>
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<td>DuPage County Health Department (DCHD)</td>
<td>19161</td>
<td>Community Services</td>
<td>CSBG Grant</td>
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**Send Payments To:**  
Vendor #: 13527  
Attn: Gina Strafford-Ahmed  
Email: gina.strafford@dupageco.org

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<td>DuPage County Health Department (DCHD)</td>
<td>13527</td>
<td>Community Services</td>
<td>CSBG Grant</td>
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**Ship To:**  
Vendor: DuPage County Health Department (DCHD)  
Vendor #: 19161  
Dept: Community Services  
Division: CSBG Grant

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<td>19161</td>
<td>Community Services</td>
<td>CSBG Grant</td>
</tr>
</tbody>
</table>

**Payment Terms**  
F.O.B. PO 20 Delivery Date Requisitioner  
Use for PO25 only  
Contract Administrator Jan 1, 2018  
Contract Start Date Dec 31, 2018  
Contract End Date Use for PO25 only

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<td>EA</td>
<td>Sub-grantee contract purchase order to provide dental care to low income residents residing in DuPage County.</td>
<td>18</td>
<td>5000</td>
<td>1650</td>
<td>53070</td>
<td>18-231028 52320</td>
<td>62,000.00</td>
<td>62,000</td>
<td></td>
</tr>
</tbody>
</table>

**Header Comments**  
(these comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver**  
(these comments will NOT appear on the Purchase Order):

Please return a copy of the Purchase order to Gina Strafford-Ahmed in Community Services and Michelle Tunk in Finance.

**User Department Internal Notes**  
(these comments will NOT appear on the Purchase Order):
## Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

**Vendor:** DuPage County Health Department (DCHD)

<table>
<thead>
<tr>
<th>Vendor #</th>
<th>Contract Term</th>
<th>Contract Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1/1/18-12/31/18</td>
<td>$77,000.00</td>
</tr>
</tbody>
</table>

**Dept:** Community Services

**Contact:** Gina Strafford-Ahmed  
**Phone:** 6444

**Assign Committee:** HHS

### Description of Procurement/Scope of Work/Background

DCHD provides dental care to low income residents residing in DuPage County. The dental care provided is not covered by Medicaid/ACA.

### Reason for Procurement

$77,000 in CSBG funds will assist approximately 250 DuPage County residents with dental care.

### FUNDING SOURCE

- ✔ Procurement budgeted for (FY and budget code(s)): 2018 CSBG 5000-1650

### DECISION MEMO NOT REQUIRED

- □ LOWEST RESPONSIBLE QUOTE # or BID # __________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- □ RENEWAL, Enter Bid # __________________________ □ Intergovernmental Agreement
- □ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- □ PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (d) IT/Telecom purchases under $35,000.00 □ Public Utility
- □ PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (c) not suitable for competitive bidding. Explain below:

### DECISION MEMO REQUIRED

- □ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- □ EXPLANATION OF REQUEST FOR PROPOSAL RFP # __________________________ (include Evaluation Summary if applicable)
- □ RENEWAL OF RFP # __________________________
- □ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- □ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- □ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- □ OTHER THAN LOWEST RESPONSIBLE, BID # __________________________

### PREPARED BY AND APPROVAL(S) (Initials Only)

- **Prepared By:**
  - Date: Jan 26, 2018
  - **MK**

- **Recommended for Approval:**
  - Date: Jan 26, 2018
  - IT Approval, if Required: Date

### REVIEWED BY (Initials Only)

- **Bayer:**
  - Date: 2/18/18

- **Procurement Officer:**
  - Date: 2-8-18

- **Chief Financial Officer:**
  - Date: 2-13-18

- **Chairman’s Office:**
  - Date: 2-13-18

---

*Attachment: DCHD - Checklist (HHS-P-0055-18 : DuPage County Health Department (DCHD))*

---

*Packet Pg. 389*
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000
and as otherwise required by the Procurement Review Checklist.

<table>
<thead>
<tr>
<th>Requesting Department: Community Services</th>
<th>Department Contact: Gina Strafford-Ahmed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:gina.strafford@dupageco.org">gina.strafford@dupageco.org</a></td>
<td>Contact Phone: 6444</td>
</tr>
<tr>
<td>Vendor Name: DuPage County Health Department (DCHD)</td>
<td>Vendor #:</td>
</tr>
</tbody>
</table>

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Approval for sub-grant via the Community Services Block Grant (CSBG) Program for dental care for DuPage County's low income population. Total amount of 12 month grant is $77,000 an increase of $15,000.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

CSBG grant funds are needed to provide dental care for low income residents that do not have dental insurance. Dental care provided will be: cleanings, dentures, fillings, root canals and other dental services. CSBG has funded this program for approximately 20 years.

Strategic Impact

Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

1.2 Maintain the county wide safety net to help people escape poverty, maximize independence, and achieve economic self-sufficiency: Program will address each of these areas with a focus on economic self-sufficiency.

Source Selection/Vetting Information - Describe method used to select source.

This is a sub-grant exempt from bidding. They will provide direct services for the County's CSBG program and will maintain all records and financial documents.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1. Issue a sub-grantee agreement with DCHD so they can provide dental care to low income residents.
2. Do not fund the program and leave DuPage County residents without dental care that could not afford it otherwise.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

CSBG 5000-1650 FY 2017 $77,000
CSBG 5000-1650 FY 2017 $62,000

Projected to fund this program for the next 5 years
AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND DUPAGE COUNTY HEALTH DEPARTMENT FOR COMMUNITY SERVICE BLOCK GRANT FUNDS

This AGREEMENT is entered into as of this 1st day of January, 2018, by and between the COUNTY OF DUPAGE, ILLINOIS ("COUNTY"), a body politic and corporate, with offices located at 421 N. County Farm Road, Wheaton, Illinois, 60187, and DUPAGE COUNTY HEALTH DEPARTMENT ("SUBGRANTEE"), a local government public health agency, with offices at 111 N. County Farm Road, Wheaton, Illinois, 60187.

SECTION I

STATEMENT OF PURPOSE

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

SECTION II

REQUIREMENTS OF SUBGRANTEE

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

1. Screen and assess county residents for eligibility to receive specified DPMAP-covered services.
2. Document and retain client records to indicate all eligibility criteria has been met.
3. Directly provide oral health care services for qualifying DuPage County residents at an average of $200 per client.
4. Provide COUNTY with client applications/CFP's within 30 days of application.
5. Coordinate care and cost reimbursement with external community oral health providers for clients needing additional, more complex oral health services.
6. Provide care coordination services with community partner providers for residents requiring more complex oral health care services at an average rate of $500.00 per client.
7. Comply with all assurances as further detailed in Exhibit "A" attached hereto and incorporated as part of the 2018 Community Service Block Grant Agreement.

SECTION III

AMOUNT OF THE GRANT

The COUNTY shall grant to SUBGRANTEE, as full payment for all activities to be performed by SUBGRANTEE pursuant to this AGREEMENT, compensation of $77,000. Invoicing will be made monthly, based upon number of clients served, and must include supporting client documentation for expenses billed.
SECTION IV

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

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

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

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

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

SECTION V

TIMELY COMPLETION OF PROJECT

Time is of the essence in this AGREEMENT; SUBGRANTEE shall complete all activities described herein by December 31, 2018. Final billing must be received by January 31, 2019.

SECTION VI

CONDITIONS OF GRANT

A. Assurances: The SUBGRANTEE assures the COUNTY that it will comply with the laws, regulations and orders identified in Exhibit "B," attached hereto and made a part of this AGREEMENT. (January 1, 2018-December 31, 2018.)
B. Equal Opportunity: The COUNTY as a condition to its grant of funds requires the SUBGRANTEE, when applicable to file certifications showing equal employment opportunity compliance including Equal Opportunity Certification (See Exhibit "B").

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

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

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

F. Retention of Records: The SUBGRANTEE shall maintain records to show actual time devoted and costs incurred. Upon fifteen (15) days notice from the COUNTY, all billings, and other documentation shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North County Farm Road, Wheaton, Illinois. The SUBGRANTEE shall maintain client files and supporting documentation for five (5) years after the final audit of the grant is completed.

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

Subcontractors whose contract amount equals or exceeds $25,000.00 annually and who are subject to the provisions of Whitehouse Office of Management and Budget Circular A-
133 ("OMB Circular A-133") shall provide a copy of their most recent audit report or financial statements to the DuPage County Department of Community Services.

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

I. Federal award identifying information:
   - CFDA # 93.569
   - CFDA Title Community Services Block Grant
   - Award # G-13B1ILCOSR
   - Federal Awarding Agency Department of Health and Human Services

SECTION VII

SUBGRANTEE shall at all times observe and comply with Title 21 CIR Part 570 and all applicable laws, ordinances or regulations of the Federal, State, COUNTY and local government which may in any manner affect the performance of this AGREEMENT, including Community Services Block Grant CSBG Grant No. 18-231028 which is incorporated into and made a part of this AGREEMENT and is attached hereto as Exhibit C, and the SUBGRANTEE shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the Federal Government.

SECTION VIII

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

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

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

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

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

SECTION IX
REPORTING REQUIREMENTS

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

SECTION X

AMENDMENTS

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

SECTION XI

FINANCIAL ASSISTANCE AGREEMENT

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

SECTION XII

INDEMNIFICATION

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

SECTION XIII

TERMINATION

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

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

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

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

SECTION XIV
ASSIGNMENT

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

SECTION XV
UNAVOIDABLE DELAY

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

SECTION XVI
SEVERABILITY

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

SECTION XVII
APPLICABLE LAW & VENUE

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

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

SECTION XIX

NOTICE

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

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

TO: DuPage County Health Department
    111 N. County Farm Road
    Wheaton, IL 60187
    Attention: Adam Forker and Beth Enke

TO: DuPage County Community Services
    421 N. COUNTY Farm Road
    Wheaton, IL 60187
    Attention: Gina Strafford-Ahmed
Nothing in this Agreement shall be construed to constitute that either party is a partner, employee or agent of the other, nor shall either party have the authority to bind the other in any respect, it being intended that the SUBGRANTEE in an independent contractor solely responsible for its own actions.

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    111 N. County Farm Road
    Wheaton, IL  60187
    Attention: Adam Forker and Beth Enke

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

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

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

COUNTY OF DUPAGE
("COUNTY")

BY: ___________________________ DATE: __________

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

ATTEST: ________________________ DATE: __________

PAUL HINDS, COUNTY CLERK

DUPAGE COUNTY HEALTH DEPARTMENT ("SUBGRANTEE")

BY: ___________________________ DATE: 1-30-18

TITLE: EXECUTIVE DIRECTOR

ATTEST: ________________________ DATE: 1-30-18

Signature on File

Packet Pg. 399
EXHIBIT A

ASSURANCES

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

1. It possesses legal authority to apply for the Grant and to execute the proposed program.

2. It has reviewed and accepted the Grant Agreement in its entirety, including all understandings and assurances contained therein, and directing and designating the authorized representative of the SUBGRANTEE to act in connection with the Grant Agreement and to provide such additional information as may be required.

3. It agrees that no funds granted hereunder shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office, nor shall they be used in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.

4. The grant will be conducted and administered in compliance with:
   a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1, et. seq.), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance.

   b) Section 677, (a) of the Community Services Block Grant Act, which provides that no person shall be excluded on the grounds of race, color, national origin, or sex from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under the program. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program activity.

   c) Title VII of the Civil Rights Act of 1968 (P.L. 90-824) as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the applicant's jurisdiction.

   d) Executive Order 11246 (30 F.R. 12319, September 28, 1965) and all regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training and apprenticeship.

5. The SUBGRANTEE agrees to take affirmative action to ensure that no unfair practice is committed, in accordance with the Illinois Human Rights Act. (775 ILCS 5/1-101 et. seq.).
EXHIBIT B

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

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

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

See Attached
INTER-GOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND

DuPage County

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at 500 E Monroe St, Springfield, IL 62701, and DuPage County (Grantee), with its principal office at 421 North County Farm Road 3rd Floor, Wheaton, IL 60187-3978, and payment address (if different than principal office) at N/A, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as “Parties” or individually as a “Party.”

PART ONE – THE UNIFORM TERMS
RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. **DUNS Number; SAM Registration; Nature of Entity.** Under penalties of perjury, Grantee certifies that 135836026 is Grantee’s correct DUNS number, that 366006551 is Grantee’s correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

<table>
<thead>
<tr>
<th>Individual</th>
<th>Pharmacy-Non Corporate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sole Proprietorship</td>
<td>Pharmacy/Funeral Home/Cemetery Corp.</td>
</tr>
<tr>
<td>Partnership</td>
<td>Tax Exempt</td>
</tr>
<tr>
<td>Corporation (Includes Not For Profit)</td>
<td>Limited Liability Company (select applicable tax classification)</td>
</tr>
<tr>
<td>Medical Corporation</td>
<td>P = partnership</td>
</tr>
<tr>
<td>Governmental Unit</td>
<td>C = corporation</td>
</tr>
<tr>
<td>Estate or Trust</td>
<td></td>
</tr>
</tbody>
</table>

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

1.2. **Amount of Agreement.** Grant Funds shall not exceed $1,039,715.00 of which $1,039,715.00 are federal funds. Grantee agrees to accept Grantor’s payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.
1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is G-18B11LC0SR, the Federal awarding agency is Department Of Health And Human Services, and the Federal Award date is 10/01/2017. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Community Services Block Grant and Number is 93.569. The Catalog of State Financial Assistance (CSFA) Number is 420-75-0091.

1.4. Term. This Agreement shall be effective on 01/01/2018 and shall expire on 12/31/2018, unless terminated pursuant to this Agreement.

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

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

By: _____________________________
Signature of Sean McCarthy, Director

By: _____________________________
Signature of Designee

Date: _____________________________
Printed Name: _____________________________
Printed Title: _____________________________ Designee

DUPAGE COUNTY

By: _____________________________
Signature of Authorized Representative

Date: 1/1/18
Printed Name: Mary Keating
Printed Title: Director
Email: Mary.Keating@dupageco.org

By: _____________________________
Signature of First Other Approver, if Applicable

Date: _____________________________
Printed Name: _____________________________
Printed Title: _____________________________ Other Approver

By: _____________________________
Signature of Second Other Approver, if Applicable

Date: _____________________________
Printed Name: _____________________________
Printed Title: _____________________________ Second Other Approver

State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017
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ARTICLE II
REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is validly existing and in good standing, if applicable, under the laws of the State in which it was incorporated, organized or created.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to $25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.


2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee’s responsibility to remain current with these registrations and requirements. If Grantee’s status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.
ARTICLE III
DEFINITIONS

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:


"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Consolidated Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.
"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Net Revenue" means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Profit" means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

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

"Program Income" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"SAM" means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph Error! Reference source not found.. Reference source not found..

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.
ARTICLE IV
PAYMENT

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

4.2. Illinois Grant Funds Recovery Act. Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 et seq.). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable Federal laws or regulations.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

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

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in PART TWO or PART THREE. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 7 of 46
Article V

Scope of Grant Activities/Purpose of Grant

5.1. **Scope of Grant Activities/Purpose of Grant.** Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including Exhibit A (Project Description) and Exhibit B (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

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

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

Article VI

Budget

6.1. **Budget.** The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.
6.2. **Budget Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. **Discretionary Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor’s approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. **Non-discretionary Line Item Transfers.** Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. **Notification.** Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII**

**ALLOWABLE COSTS**

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

7.2. **Indirect Cost Rate Submission.**

(a) This Paragraph 7.2 applies only to:

(i) A Grantee who charges, or expects to charge, any Indirect Costs; and

(ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments.

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for institutions of higher education.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(8)).

7.3. **Transfer of Costs.** Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.
7.4. **Higher Education Cost Principles.** The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. **Government Cost Principles.** The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

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

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

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

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

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

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

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.
(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

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

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

### ARTICLE VIII

**REQUIRED CERTIFICATIONS**

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 et seq. or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 et seq.).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug-free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

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

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

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).

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

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the Program, 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 Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

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

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

**ARTICLE IX**

**CRIMINAL DISCLOSURE**

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

**ARTICLE X**

**UNLAWFUL DISCRIMINATION**

10.1. **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);


(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (42 USC 12101 et seq.); and

(f) The Age Discrimination Act (42 USC 6101 et seq.).
ARTICLE XI
LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

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

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

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

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix 11(1) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

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

ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

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the Grantor’s Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor’s request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Annual Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee’s fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee’s tax return.
13.4. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

ARTICLE XV
AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor’s Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of the audit period.

(b) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends more than $300,000 in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

(ii) If, during its fiscal year, Grantee expends less than $300,000 in Federal and State Awards, but the total revenue it receives is in excess of $300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAA5).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) 180 days after the end of the audit period.

15.3. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor’s most recent peer review report and acceptance letter.

15.4. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days’ prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a
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partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

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

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

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

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

16.3. Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341.

16.5. Effects of Suspension and Termination.

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

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or

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after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

15.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

ARTICLE XVIII
NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee’s legal status, Federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days’ prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee’s failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee’s ability to perform this Agreement.

18.4. Circumstances Affecting Performance: Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee’s ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee’s ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.
ARTICLE XIX
STRUCTURAL REORGANIZATION

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, PART TWO or PART THREE may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI
CONFLICT OF INTEREST


21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an Instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or $106,447.20 (30 ILCS 500/50-13). An Instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII
EQUIPMENT OR PROPERTY

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer.
transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. **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, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. **Equipment and Procurement.** Grantee must comply with the uniform standards set forth in 2 CFR 200.310-200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

**ARTICLE XXIII**

**PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. **Publications, Announcements, etc.** Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

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

**ARTICLE XXIV**

**INSURANCE**

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

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

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee’s use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party’s agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI
MISCELLANEOUS

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

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. Exhibits A through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee’s rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

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

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party’s right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does State of Illinois
not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee’s obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

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

26.12. Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

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

26.14. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Grant Activities described on this Exhibit A, the Deliverables and Milestones listed on Exhibit B and the Performance Measures listed on Exhibit E within the term of this Agreement, as provided in paragraph 1.4, herein.

AUTHORITY: The Department is authorized to make this Grant pursuant to 42 U.S.C.A. 9901 et seq. and 20 ILCS 625.

The purpose of this authority is as follows:

Provide grants to Community Action Agencies for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient.

PROJECT DESCRIPTION:

Program Objective

Grantee must use Grant Funds provided under this Agreement for the Community Services Block Grant ("CSBG") program to develop and implement programs to assist low-income Illinois residents in working towards family stabilization and self-sufficiency pursuant to Exhibit B and the Grant-specific terms/conditions in Article XII. For carrying out such program objectives, the total compensation and reimbursement payable by the Department to the Grantee shall be in compliance with and not exceed the amount specified in the Budget (Attachment B). The Department shall distribute/pay the total amount of the Grant Funds to the Grantee in accordance with this Grant Agreement, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75 et. seq.), Subpart I of the Department of Health and Human Services Block Grant Regulations (45 CFR Part 96 et. seq.), the Community Opportunities, Accountability, and Training and Educational Services Act of 1998 (42 U.S.C.A. §9901 et seq), the Uniform Administrative Requirement for Grants and Cooperative Agreements to State, Local and Tribal Governments (45 CFR Part 92 et. seq.) (the "CSBG Act"), the Illinois Economic Opportunity Act (20 ILCS 625), the Illinois Administrative Rules for the State Administration of the Federal Community Services Block Grant Program (47 Ill. Adm. Code 120), the Department's Annual Consolidated Plan, and any other regulations and policies promulgated 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 modifications to this Agreement shall be incorporated in accordance with the applicable provisions herein, including but not limited to Sections 5.2 and 6.2.
EXHIBIT B

DELIVERABLES OR MILESTONES

See Attachment A. CSBG Work Program Summary
**PAYMENT**

Grantee shall receive $1,039,715.00 under this Agreement.

Enter specific terms of payment here:

The Award amount listed above is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

**Reimbursement**

Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor’s approval of eligible costs and cash amount requested for reimbursement of those costs.

**Pre-Award Costs**

Reimbursement of costs incurred prior to the start of the Grant Term provided in paragraph 1.4, herein may be allowed only if specifically provided for in the Project Description (Exhibit A), as approved by the Grantor in its sole discretion. If not clearly identified in the Project Description (Exhibit A), any costs incurred prior to the Grant Term will be disallowed. Pre-award costs will only be allowed if the costs are directly pursuant to the negotiation and in anticipation of the Award, where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Award. 2 CFR 200.458.

See Attachment B. Uniform Grant Budget
CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

The Grantee acknowledges and agrees that its address set forth below 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 Grantor 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 Grantor of its current/last known address. In the event that the Grantee changes its current address, it shall contact its Grant Manager and notify him or her of said change of address and a formal modification will be executed.

GRANTOR CONTACT

Name: Jennifer Barnes
Title: Grant Manager
Address: 500 E Monroe St
Springfield, IL 62701
Phone: 217-558-0480
TTY#: (800) 785-6055
Fax#: N/A
Email Address: Jennifer.Barnes@illinois.gov

GRANTEE CONTACT

Name: Mary Keating
Title: Director
Address: 421 North County Farm Road
Wheaton, IL 60187-3978
Phone: 630-407-6420
TTY#: N/A
Fax#: 630-407-6501
Email Address: Mary.Keating@dupageco.org

The following are designated as Authorized Designee(s) for the Grantee (See Part Two, Article XXVII):

Authorized Designee: [Signature]
Authorized Designee Title: [Title]
Authorized Designee Phone: [Phone]
Authorized Designee Email: [Email]

Authorized Designee Signature: ________________________________
Authorized Signatory Approval: ________________________________

Authorized Designee: [Signature]
Authorized Designee Title: [Title]
Authorized Designee Phone: [Phone]
Authorized Designee Email: [Email]

Authorized Designee Signature: ________________________________
Authorized Signatory Approval: ________________________________

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Illinois Department of Commerce and Economic Opportunity

Notification of Additional Authorized Designee

Grantee Name: DuPage County Department of Community Services

DCEO Grant Number(s): 18-231028

Authorized Signatory: Mary A. Keating, Director
(Printed Name and Title)

Date: 9/25/17

Pursuant to the above referenced grant agreement(s), the Authorized Signatory may assign Authorized Designees to submit materials to the Department by submitting written notice. In processing the above referenced grant(s) and related documentation, the Department will only accept materials signed by the Authorized Signatory or Designee(s). By submitting this form, the Authorized Signatory of the above referenced grant(s) is providing notice that the following person(s) be named an Authorized Designee for the above referenced grant(s). The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below.

Authorized Designee: Gina Strafford-Ahmed
Authorized Designee Title: Administrator Intake & Referral, CSBG Coordinator
Authorized Designee Phone: (630) 407-6444

Authorized Designee Signature: ____________________________
Authorized Signatory Approval: ____________________________

Signature on File

Authorized Designee: Lisa Hamilton
Authorized Designee Title: I&R Coordinator
Authorized Designee Phone: (630) 407-6416

Authorized Designee Signature: ____________________________
Authorized Signatory Approval: ____________________________

Signature on File

Authorized Designee: Michelle Tunk & Kim Mehring
Authorized Designee Title: Assistant Financial Services Administrator
Authorized Designee Phone: (630) 407-6145 or (630) 407-6165

Authorized Designee Signature: ____________________________
Authorized Designee Signature: ____________________________
Authorized Signatory Approval: ____________________________

Signature on File
Authorized Designee: Jennifer Pitsenbarger
Authorized Designee Title: Division I Assistant
Authorized Designee Phone: (630) 407-6421

Authorized Designee Signature: ____________________________  Signature on File

Authorized Signatory Approval: ____________________________  Signature on File

Note that the Department will continue to accept documentation submitted from all Authorized Designee(s) until notified to the contrary in writing signed by the Authorized Signatory.
GRANTOR CONTACT FOR AUDIT QUESTIONS—AUDIT UNIT

Name: James Misch
Email: externalauditunit@illinois.gov
Phone: (312) 814-4057
Fax: (312) 793-0338
Address: 100 West Randolph
         Suite 3-400
         Chicago, IL 60601

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Lisa Hodson
Email: Lisa.Hodson@illinois.gov
Phone: 217-785-6417
Fax#: N/A
Address: 500 E Monroe St
         Springfield, IL 62701
EXHIBIT E

PERFORMANCE MEASURES

See Exhibit B.
EXHIBIT F

PERFORMANCE STANDARDS

In accordance with the performance measures set forth in Exhibit B, reimbursement will only be provided for those allowable expenditures that can be sufficiently documented.
EXHIBIT G

SPECIFIC CONDITIONS

See Attachment C, Exhibit G Continued Special Conditions.
PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

ARTICLE XXVII
AUTHORIZED SIGNATORY

27.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein in paragraph 1.6 or Exhibit D. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in Exhibit D. Without such notice, Grantor will reject any materials signed or submitted on the Grantee’s behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on Exhibit D. If an Authorized Designee(s) appears on Exhibit D, 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 Agreement.

ARTICLE XXVIII
ADDITIONAL AUDIT PROVISIONS

28.1. Discretionary Audit. The Department may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor’s Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor’s Communication With Those Charged With Governance).

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

externalauditunit@illinois.gov

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

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

ARTICLE XXXIX
ADDITIONAL MONITORING PROVISIONS

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

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ARTICLE XXX
ADDITIONAL INTEREST PROVISIONS

30.1. Penalty for Non-Interest Bearing Account. If Grantee is required to keep Grant Funds paid in advance of the actual expenditure of funds in an interest-bearing account pursuant to paragraph 4.6(b) of this Agreement, Grantee will be responsible for the payment of interest to Granter at a rate equal to twelve percent (12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written approval from Granter. Grant funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee’s discretion. Exceptions to this paragraph are not permissible without prior written approval by Granter.

30.2. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to $500 per year may be retained by the Grantee for administrative expenses. Any additional interest earned on Grant Funds above $500 per year must be returned to the Granter pursuant to paragraphs 4.2 and 33.2 herein, or as otherwise instructed by the Grant Manager or as set forth in PART THREE. All interest earned must be expended prior to Grant Funds. All reporting documents should reflect the full expenditure of any interest earned. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Department as described in paragraphs 4.2 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Granter as provided in Article XIII herein. If applicable, the Granter will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this paragraph 30.2 are inapplicable to the extent any statute or rule provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in PART THREE.

ARTICLE XXXI
ADDITIONAL BUDGET PROVISIONS

31.1. Restrictions on Discretionary Line Item Transfers. Unless set forth otherwise in PART THREE herein, Budget line item transfers within the guidelines set forth in paragraph 6.3 herein, which would not ordinarily require approval from Granter, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Granter pursuant to 2 CFR 200.308.

ARTICLE XXXII
ADDITIONAL REPRESENTATIONS AND WARRANTIES

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

(a) 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;

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

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee’s knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
(d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

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

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of Federal or State antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (Federal, State or local) with commission of any of the offenses enumerated in sub-paragraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any Federal or State agency or a local government.

Any request for an exception to the provisions of this paragraph 32.1(d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to Article XVI herein and any applicable rules.

ARTICLE XXXIII
ADDITIONAL TERMINATION, SUSPENSION AND NON-COMPLIANCE PROVISIONS

33.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to Article XVI herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement;

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses; and
(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

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

33.3 Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq. (GFRA), for the recovery of grant funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA shall apply to these proceedings. The Parties agree that Grantor’s Administrative Hearing Rules (56 Ill. Admin. Code Part 260S) shall govern these proceedings.

33.4 Grantee Responsibility. Grantee shall be held responsible for the expenditure of all funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.338 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

ARTICLE XXXIV
ADDITIONAL MODIFICATION PROVISIONS

34.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in Federal or State law or regulations applicable to this Agreement. Grantor shall initiate such modifications, and Grantee shall be required to agree to the modification in writing as a condition of continuing the Grant. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.

34.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in Articles V and VI and paragraphs 34.1 and 34.3, written notice of the proposed modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the 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 Grantor shall consider those objections when evaluating whether to follow through with the proposed modification. The Grantor’s notice to the Grantee shall contain the Grantee name, Grant number, modification number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee shall submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (Exhibits A, B and E).

34.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee’s funding allocation as additional funds become available for the Award during the program year covered by the term of this Agreement.

34.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific grant terms that the Grantor determines are necessary to place the Grantee in State of Illinois.
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 Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.

34.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and E) must be completed during the Grant Term set forth in paragraph 1.4 herein. Extensions of the Grant Term will be granted only for good cause, and only in increments of six (6) months, subject to the Grantor’s discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 et seq.), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Grant Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Grant Term or extended Grant Term, as applicable, stating the reason for the extension.

ARTICLE XXXV
ADDITIONAL CONFLICT OF INTEREST PROVISIONS

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

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

ARTICLE XXXVI
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS

36.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials shall be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate authorities.

ARTICLE XXXVII
APPLICABLE STATUTES

To the extent applicable, Grantor and Grantee shall comply with the following:

37.1. 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 Grantor shall not be responsible for monitoring Grantee’s compliance.

37.2. 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 Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein.
37.3. **Historic Preservation Act (20 ILCS 3420/1 et seq.).** The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois 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).

37.4. **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 (12) 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.

37.5. **Equal Pay Act of 2003 (820 ILCS 112 et seq.).** If the Grantee has four (4) 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 wages of other employees 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.

37.6. **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 Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).

37.7. **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 Grant Activities to be performed under this Agreement.

37.8. **Identity Protection Act (5 ILCS/179 et seq.) and Personal Information Protection Act (815 ILCS 530 et seq.).** The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.
ARTICLE XXXVIII
ADDITIONAL MISCELLANEOUS PROVISIONS

38.1. Workers’ Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Workers’ 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.

38.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (i) a Termination or Suspension (Article XVI), (b) Modifications, Management Waivers or Term Extensions (Article XXXIV) or (c) Assignments (paragraph 26.4) must be executed by the Director of the Grantor or her or his authorized designee.

38.3 Completion of Specific Conditions. If there are specific conditions required by this Award pursuant to 2 CFR 200.207 and paragraph S.3 herein, once Grantee completes a specific condition, Grantor shall document the completion and notify the Grantee in writing. A formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV is not required.

ARTICLE XXXIX
ADDITIONAL REQUIRED CERTIFICATIONS

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee’s execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

39.1. 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.

39.2. 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 of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS S/2-105(A)(4)). A copy of the policies shall be provided to the Grantor upon request.

39.3. 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 Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.
39.4. **Lien Waivers.** If applicable, 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.
PART THREE – THE PROJECT-SPECIFIC TERMS

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

ARTICLE XL
REPORT DELIVERABLE SCHEDULE

40.1. **External Audit Reports.** External Audit Reports may be required. Refer to Article XV of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

40.2. **Annual Financial Reports.** Annual Financial Reports may be required. Refer to paragraph 13.3(a) of this Agreement to determine whether you are required to submit Annual Financial Reports.

40.3. **Required Periodic Reports.** Below is the required periodic reporting schedule for this grant.

**April 2018**
- Quarterly Periodic Financial Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager

**July 2018**
- Quarterly Periodic Financial Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager

**October 2018**
- Quarterly Periodic Financial Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager

**January 2019**
- Quarterly Periodic Financial Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager

**March 2019**
- End of grant Closeout Financial Report (03/01/2019) - Covering Period of 01/01/2018 - 12/31/2018; Send To: Grant Manager
Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in Articles XIII, XIV, XV and XL unilaterally, and must obtain prior written approval from Grantor to change any reporting deadlines.

ARTICLE XLI
GRANT-SPECIFIC TERMS/CONDITIONS

41.1.

Sub-recipient(s)
The Department acknowledges and recognizes that any sub-recipient(s) named in Exhibit B will be receiving a sub-grant under this Agreement and will be performing services to further and fulfill the Scope of Work as directed by the Grantee. The Grantee acknowledges and agrees that the Grantee remains responsible for administering and fulfilling all of the terms and conditions of this Agreement. The Grantee is responsible for incorporating a copy of this Agreement into any sub-grant or contract or agreement between itself and the sub-recipient(s) and is responsible for ensuring that it and its sub-recipient(s) are in compliance of the same.

Method of Compensation
In addition to the payment methods described in Article IV, the Grant Funds will be distributed in accordance with the invoice-voucher procedures of the Office of the State Comptroller. The first payment of Grant Funds will be for program initiation and will be based on the Grantee’s reported obligation for the program’s immediate cash needs. Thereafter, the Grant Funds will be distributed for the dual purpose of covering the allowable expenditures to date, as well as, the immediate cash needs of the Grantee to operate the program. Further, costs charged under this Agreement cannot exceed the total award of this grant.

Administrative Costs
Grantee shall receive reimbursement for allowable costs under the Administration category not to exceed a total of 16% of allowable expenditures. As an example, an agency which expends 75% of the total allocation will only be allowed to spend a total of 16% of the amount of actual expenditures for administrative purposes.

Additional Budget Modifications

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Grantee expressly understands and agrees that the total available amount of this Agreement is contingent upon the Grantee's ability to spend the Grant Funds in accordance with Exhibit B contained in this Agreement. The Department reserves the right to establish an initial available funding amount based on programmatic performance in previous years.

If the Grantee has reason to believe that its costs for the grant period will exceed a budgeted line item or cost category, it must request approval from the Department in writing prior to exceeding any approved budget line item or cost category, except that the Grantee may vary budgeted line items or cost categories in accordance with the following limitations:

1. Program Support and Direct Client Assistance cost categories may vary up to 10% plus or minus the approved budget amount or $1,000, whichever is greater.
2. Administration cost category may NOT be increased.
3. Special cost categories may NOT be increased or decreased without prior written approval from the Department.

Any variance in cost categories or line items within the terms listed above shall not alter the requirement for formal modification of this Agreement when the goals, objectives and activities listed in this part are measurably changed.

Unilateral Modifications
The parties agree that Grantor may unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the grant during the program year covered by the term of this Agreement.

Travel Costs
Costs in accordance with the latest Federal domestic lodging, travel, meals and incidental rates are allowable for expenses incurred by employees who are in travel status on official business performing duties/services related to this Agreement. Grantee must retain receipts on file as source documentation for travel expenses of its employees. Information on the Federal domestic travel and per diem rates can be found at www.gsa.gov and 41 CFR Subtitle F Chapter 300-304. If the Grantee has a travel policy with a rate or rates that exceed the Federal domestic travel and per diem rates, the Grantee must submit its policy to the Department for review and approval prior to incurring any travel costs.

Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the non-Federal entity. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the non-Federal entity's non-federally-funded activities and in accordance with the non-Federal entity's written travel reimbursement policies. Notwithstanding the provisions of 45 CFR 75.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or pass-through entity when they are specifically related to the Federal award.

Procurement
Grantee shall follow the procurement standards as established in 45 CFR §75.326 - §75.335.

Non-Expendable Personal Property
Grantee must not purchase non-expendable personal property costing $5,000 or more without the Department’s prior approval. The Grantee agrees to comply with 45 C.F.R. 75.316-323, as applicable to its organization, in the management of property. Further, real property, equipment, and supplies includes State of Illinois.
real property, equipment, and supplies acquired under this Agreement and real property, equipment, and supplies transferred to this Agreement from prior agreements. The Grantee may hold title in its name to all equipment or non-expendable tangible personal property purchased with Grant Funds for program operation subject to the following: it is understood that non-expendable personal property purchased by the Grantee with Grant Funds and non-expendable personal property received from the grantor shall not be the property of the Grantee but must be held by in trust for the benefit of the people of the State of Illinois. As such, the Grantee must not sell, abandon or otherwise dispose of such property without the prior written approval of the Department. Equipment must be used on the original project as long as needed. While being used on the original project, equipment may be made available for "shared use" with other activities, provided that use will not interfere with its use for the original project. When no longer needed for the original purpose, equipment may be used for other projects subject to the Department's written approval. The Grantee must maintain appropriate property records and annually conduct an inventory of all equipment or nonexpendable personal property purchased with Grant Funds. Within thirty (30) days of receipt of purchased equipment, an "Equipment Acquisition Form" must be completed and sent to the Department. Upon the termination of the Agreement and upon the election of the Department, the Grantee must surrender possession of such property to the Department.

Real Estate Expenditures Prohibited
Grantee agrees not to use Grant Funds for the purchase or improvement of land or the purchase, construction, or permanent improvement (other than low cost residential weatherization or other energy-related repairs as authorized by the Department) of any building or other facility.

Audits, Inspections and Record Retention.
The Grantee will as often as deemed necessary by the Department or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives, permit the Department, or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or Comptroller General of the United States, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this Grant. The Grantee shall include in all of its contracts under this Agreement a provision that the Department or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent books, documents, papers and records of any such contractor involving transactions related to the contract. The Grantee is accountable for all Grant Funds received under this Agreement and shall maintain, for a minimum of four (4) years following written approval from the Department that all disbursements of grant funds have been reviewed, considered adequate and closed by the Department.

The Grantee is accountable for all grant funds received under this Agreement and in addition to the requirements contained in Section 12.1 herein, shall maintain, until the closeout of the grant by the U.S. Department of Health and Human Services, all records that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a description of each activity undertaken
b. Records demonstrating that each activity undertaken is in compliance with the CSBG program;
c. Records required determining the eligibility of activities;
d. Records required to document the use of Grant Funds in accordance with applicable cost principles. as further described in the federal regulations;
e. Financial records as required by the applicable federal regulations.
**Additional Audit Requirements**

Grantee shall be subject to any and all applicable audit requirements under Subpart F of 45 CFR Part 75. For sake of clarification, the Federal Office of Management and Budget combined and streamlined OMB circular A-133 into the Uniform Requirements.

Further, the Department reserves the right to conduct limited scope audits, at any time, of any Grant Funds expended under this Agreement or of the Grantee's agency-wide financial statements. The Department must have the right to examine corporate books and records which may be necessary to test the allocation equity of Grant Funds and to determine the ability of the Grantee to safeguard the Grant Funds. The Grantee must fully cooperate, in a timely manner, in preparing for and conducting the audit and in the resolution of audit findings.

**Additional Reporting Requirements**

In addition to the reporting requirements set forth in Article 40.3, the Grantee must provide the following reports to the Department:

1. For each grant, a certified cost report must be submitted via the GRS Fiscal electronic reporting system prior to submitting a request for Grant Funds.
2. Quarterly programmatic reports which include board membership reports, board minutes, services report, demographics report, revolving loan fund reconciliation and any other report as required by the Department.
3. Annual scholarship report
4. An Annual Report which contains information based on agency wide activities in a format prescribed by the Department.
5. Any additional reports required by the Department as a result of a corrective action or quality improvement plan

**Monitoring and Evaluation Requirements**

The Department will periodically monitor and evaluate the Grantee's performance under this Agreement for compliance with federal regulations, state administrative rules, statutes, and programmatic guidelines and all covenants under this Agreement. The grant will be evaluated to gauge its impact upon the low-income community and to determine the effective and efficient utilization of Grant Funds. Evaluations will occur both during the performance of the scope of work and after completion.

Grantee performance will be measured in part on the effective use of a Result Oriented Management and Accountability ("ROMA") system pursuant to the CSBG Act, specifically 42 U.S.C.A. §9908 and §9917(b). In addition, Grantee will be evaluated based on compliance with "Organizational Standards for CSBG Eligible Entities" established under §78B of the CSBG Act (42 U.S.C. §9914) and the Community Services Block Grant Information Memorandum Transmittal No. 138.

**Board Requirements**

This Agreement is conditionally approved pending verification that the tripartite board requirement has been met (42 U.S.C.A. §9910). In the event that the Grantee fails to fulfill the tripartite board requirement, on a calendar quarterly basis, the Department shall monitor and evaluate the Grantee's progress in becoming compliant with this requirement. The Grantee's failure to become compliant could be considered a default under this Agreement and the Grant Funds would become subject to recovery.

**CSBG Revolving Loan Program**

The CSBG Revolving Loan Program has been suspended. Grantee agrees that grant funds under this Agreement must not be used for any new loans.

**Publication, Reproduction and Use of Material**

State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017
Page 44 of 46
No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Department shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under the Agreement.

Any publication produced as a result of or with funding under this Grant shall contain the following language on its title page: “This project was conducted with funds provided under the Community Services Block Grant Program administered by the Illinois Department of Commerce and Economic Opportunity and it does not necessarily represent, in whole or in part, the viewpoint of the Illinois Department of Commerce and Economic Opportunity.”

Debarment
In addition to Article 8.1(k), Grantee must certify that all current and prospective employees, contractors and subcontractors are in “good standing” prior to engaging their services under this Agreement and must certify such “good standing” status at least annually thereafter.

Bond and Depository Insurance Requirements
Grantee must provide bonding for every officer, director or employee who handles Grant Funds under this Agreement. The amount of coverage must be the higher of $100,000 or the highest cash draw during the term of the Agreement.

Grantee must place Grant Funds in insured accounts whenever possible. In the event Grant deposits exceed insured limits, the Grantee must require the Depository to pledge securities sufficient to cover the uninsured exposure.

No Discrimination in Services
Grantee must comply with:

A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and must immediately take any measures necessary to effectuate this assurance.

B. Section 2606(a) of the Omnibus Budget Reconciliation Act of 1981 provides that:

No person shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 also shall apply to any such program or activity.

Fraud and/or Abuse
Grantee shall report in writing to the State’s Office of Executive Inspector General (“OEIG”) any suspected fraud, abuse or misconduct associated with any service or function provided for under this contract by any parties directly or indirectly affiliated with this Agreement including but not limited to, Grantee staff, Grantee sub-contractor, Department employee or Department contractor. Grantee shall make this report within three (3) days of first suspecting fraud, abuse or misconduct. Grantee shall not conduct any investigation of the suspected fraud, abuse or misconduct without the express concurrence of the OEIG; the foregoing notwithstanding, the Grantee may conduct and continue investigations necessary to determine whether reporting is required under this paragraph. Grantee must report to OEIG as described.
in the first sentence above. Grantee shall cooperate with all investigations of suspected fraud, abuse or misconduct reported pursuant to this paragraph. Grantee shall require adherence with these requirements in any contracts it enters into with sub-contractors. Nothing in this paragraph precludes the Grantee or sub-contractors from establishing measures to maintain quality of services and control costs that are consistent with their usual business practices, conducting themselves in accordance with their respective legal or contractual obligations or taking internal personnel-related actions.

Political Activity
Programs assisted by CSBG Grant Funds shall not be carried out in a manner involving the use of grant funds for any political activity. The provision of services, or the employment or assignment of personnel in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan political activity is considered an unallowable activity. Any political activity associated with a candidate, or contending faction or group, in an election for public or party office is also not an allowable expense. In addition, any activity to provide voters or prospective voters with transportation to the polls or similar assistance with any such election, or any voter registration activity is unallowable.
Attachment A. CSBG Work Program Summary
Outreach Community Ministries (Sub-grantee) will operate an Employment Opportunity Program for economically disadvantaged youth and young adults who are not attending school and need to develop their job skills to attain employment.

**Persons:** 11  
**Outcome Target:** 17  
**CSBG Goal #: 01**

**Outcome Measure(s):**
- 01.01 Unemployed youth who obtained employment to gain skills or income.
- 02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma
- 03.08 Individuals engaged with the Community Action Agency who report improved financial well-being
- 05.04 Individuals who improved skills related to the adult role of parents/caregivers

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<th>Administration</th>
<th>Special</th>
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**Program Support Client Assistance Administration Special Total**

**Career Counseling (1)**

DuPage County workNet/WIOA will assist CSBG eligible residents with CNC Computer training, Truck Driving Certification, Welding training, Healthcare training or other in demand employment training certification via WIOA (DuPage workNet).

**Persons:** 9  
**Outcome Target:** 15  
**CSBG Goal #: 01**

**Outcome Measure(s):**
- 01.05 Unemployed adults who obtained employment (with a living wage or higher)
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
- 03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
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**Program Support Client Assistance Administration Special Total**

**Job Search (1)**

360 Youth Services (Sub-grantee) will assist homeless youth with attaining their GED’s, job skills, transportation, employment and stable housing.

**Persons:** 24  
**Outcome Target:** 38  
**CSBG Goal #: 01**

**Outcome Measure(s):**
- 01.01 Unemployed youth who obtained employment to gain skills or income.
- 02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being
05.03 Individuals who demonstrated improved mental and behavior

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**Education and Cognitive Development**

**02.061 Educational Financial Aid Assistance (1)**
DuPage County Department of Community Services Intake and Referral unit will provide scholarships to CSBG eligible persons for post-secondary education.

**Persons:** 6

**Outcome Target:** 6

**CSBG Goal #: 01**

**Outcome Measure(s):**
02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills

<table>
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**Income, Infrastructure, and Asset Building**

**03.011 Training and Counseling Services (1)**
The H.O.M.E. DuPage, Inc.(Sub-grantee) will provide financial literacy workshops, budgeting seminars, financial counseling, income management skills, and credit repair to CSBG eligible clients.

**Persons:** 60

**Outcome Target:** 65

**CSBG Goal #: 01**

**Outcome Measure(s):**
03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days
03.03 Individuals who opened a savings account or IDA
03.04 Individuals who increased their savings
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
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**Housing**

**04.011 Housing Payment Assistance (1)**
DuPage County Department of Community Services Housing Support unit will provide CSBG eligible clients with funding to prevent homelessness via rent assistance, association fee assistance or mortgage assistance.

**Persons:** 15

**Outcome Target:** 20

**CSBG Goal #: 01**
### Outcome Measure(s): 04.02
- Households who maintained safe and affordable housing for 90 days
- Households who avoided eviction
- Households who avoided foreclosure

### Catholic Charities Hope House (Sub-grantee)

- **Program Support**: $112,922.00
- **Client Assistance**: $15,000.00
- **Administration**: $3,500.00
- **Special**: $0.00
- **Total**: $131,422.00

**Outcome Target**: 80

**CSBG Goal**: Individuals and Families with low incomes are stable and achieve economic security.

### Program Support

<table>
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<tr>
<th>Program Support</th>
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<td>$131,422.00</td>
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</table>

**Persons**: 80

### Program Placement/Rapid Re-Housing (1)

Catholic Charities Hope House (Sub-grantee) will provide emergency shelter, counseling, job coaching and housing assistance to homeless individuals and families. Hope House will be open, 24 hours, 7 days a week.

**Outcome Measure(s): 04.05** Households who avoided eviction

**Outcome Measure(s): 04.06** Households who avoided foreclosure

### Midwest Shelter for Homeless Veterans (Sub-Grantee)

- **Program Support**: $50,000.00
- **Client Assistance**: $0.00
- **Administration**: $3,000.00
- **Special**: $0.00
- **Total**: $53,000.00

**Outcome Target**: 9

**CSBG Goal**: Individuals and Families with low incomes are stable and achieve economic security.

### Program Support

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**Persons**: 9

### Program Placement/Rapid Re-Housing (2)

Midwest Shelter for Homeless Veterans (Sub-Grantee) will provide homeless veterans with post-traumatic stress disorder and/or substance abuse history temporary housing and supportive services to help obtain permanent housing and become economically secure.

**Outcome Measure(s): 05.02** Individuals who demonstrated improved physical health and well-being

**Outcome Measure(s): 05.03** Individuals who demonstrated improved mental and behavioral health and well-being

### Program Support

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<tr>
<th>Program Support</th>
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**Total Persons**: 2,980

**Total Outcome**: 2,981

### Health and Social/Behavioral Development (Includes Nutrition)

### Program Support

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**Persons**: 300

**Outcome Target**: 301

**CSBG Goal**: Individuals and Families with low incomes are stable and achieve economic security.

### Program Support

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<td>$67,550.00</td>
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</table>
Loaves & Fishes, People's Resource Center and West Suburban Community Pantry (Sub-grantees) will provide food, laundry, personal care and paper products to households in need. These three food pantries serve all residents of the County and each will receive $10,000 to provide these items to our residents: People's Resource Center Food Pantry 1000 families, West Suburban Community Pantry 600 families, and Loaves and Fishes Pantry 1000 families. West Suburban Community Pantry will receive $4000 to provide 80 eligible households with car seats or booster seats.

Persons: 2580
Outcome Target: 2580
CSBG Goal #: 01
Outcome Measure(s):
05.02 Individuals who demonstrated improved physical health and well-being
05.04 Individuals who improved skills related to the adult role of parents/caregivers

Program Support $34,000.00
Client Assistance $0.00
Administration $2,000.00
Special $0.00
Total $36,000.00

DuPage County Department of Community Services Housing and Self-Sufficiency unit will move participants away from crisis and towards self-sufficiency by providing case management, counseling, referrals and financial assistance.

Persons: 70
Outcome Target: 120
CSBG Goal #: 01
Outcome Measure(s):
01.02 Unemployed adults who obtained employment (up to a living wage)
01.08 Employed participants in a career advancement related program who entered or transitioned into a position that provided increased income and/or benefits
02.05 Parents/caregivers who improved their home environments
02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
03.08 Individuals engaged with the Community Action A

Program Support $75,000.00
Client Assistance $12,500.00
Administration $3,500.00
Special $0.00
Total $91,000.00

DuPage County Department of Community Services Intake and Referral unit will provide comprehensive assessment, intake, information, advocacy, and referral services to CSBG eligible clients.

Persons: 4800
Outcome Target: 4800
CSBG Goal #: 01
Outcome Measure(s):
05.01.C Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage

Program Support $261,588.00
Client Assistance $0.00
Administration $1,750.00
Special $0.00
Total $263,338.00

Packet Pg. 455
Prairie State Legal Services (Sub-grantee) will provide legal assistance to homeless individuals and families to facilitate their transition to self-sufficiency and to better enable them to secure housing.

**Persons:** 25

**CSBG Goal #:** 01

**Outcome Target:** 25

**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**

06.01.C Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage

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**07.111 Emergency Clothing Assistance (1)**

DuPage County Department of Community Services will provide assistance to clients in need of essential items and services such as food, gas, clothing and furniture.

**Persons:** 400

**CSBG Goal #:** 01

**Outcome Target:** 400

**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**

03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days

<table>
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**07.121 Mediation/Customer Advocacy Interventions (1)**

DuPage Federation on Human Services Reform Open Door Program (sub-grantee) will provide emergency assistance for clients in need of essential items and or services such as housing, food, clothing, medical expenses, case management, advocacy, and initial employment expenses.

**Persons:** 120

**CSBG Goal #:** 01

**Outcome Target:** 120

**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**

03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

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**Agency Capacity Building Activities (1)**

DuPage County Department of Community Services needs to increase agency capacity building, planning and certifications/training to achieve CSBG Standards. Planning, coordination, research and training is needed to maintain CSBG Organizational Standards compliance.

**Persons:** 3

**CSBG Goal #:** 00

**Outcome Target:** 3

**CSBG Goal:** CSBG Eligible Entity Capacity Building
### Outcome Measure(s):
00.02 Hours of Agency Staff in capacity building activities

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#### Grant 18-231028 Work Program Totals:

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Attachment B. Uniform Grant Budget
### Section A: State of Illinois Funds

**Revenues**

State of Illinois Grant Amount Requested: **$1,039,715.00**

**Budget Expenditure Categories**

1. **Personnel (200.430)**
   - 0101 Personnel (Salaries & Wages): **$402,547.00**
   - 0102 Fringe Benefits: **$146,773.00**
2. **Travel (200.474)**
   - 0103 Travel: **$6,300.00**
3. **Equipment (200.439)**
4. **Supplies (200.94)**
   - 0105 Supplies: **$2,760.00**
5. **Contractual/Subawards (200.318 and .92)**
   - 0106 Contractual/Subawards: **$270,385.00**
6. **Consultant (200.459)**
7. **Construction**
8. **Occupancy (200.465)**
9. **Research and Development (200.87)**
10. **Telecommunications (200.413)**
   - 0111 Telecommunications: **$1,700.00**
11. **Training and Education (200.472)**
   - 0112 Training and Education: **$4,800.00**
12. **Direct Administrative Costs (200.413)**
   - 0313 Direct Administrative Costs: **$32,300.00**
13. **Miscellaneous Costs**
   - 0114 Miscellaneous Costs: **$7,900.00**
14. **Total Direct Costs (add lines 1-13)**: **$1,039,715.00**
15. **Total Indirect Costs (200.414)**
   - Rate: **N/A**
   - Base: **N/A**
16. **Total Costs State Grant Funds (Lines 16 and 17)**: **$1,039,715.00**
Grantee: DuPage County

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;

b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or

c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

Select ONLY One:

1) [ ] Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.

2a) [ ] Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendix IV(c)(2)(c).

2b) [ ] Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.

3) [ ] Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CRF 200.414 (C)(4)(f) and 200.68.

4) [ ] For Restricted Rate Programs, our Organization is using a restricted indirect rate cost that:

   [ ] is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(S); or

   [ ] complies with other statutory policies. Rate: ________%

5) [ ] No reimbursement of Indirect Cost is being requested.

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2[a], above is selected.)

Period Covered By NICRA: From: ________ To: ________ Approving Federal or State Agency: __________________________

Indirect Cost Rate: ________% The Distribution Base Is: __________________________
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization: 
Signature: 
Printed Name: 
Title: 
Phone: 
Date: 

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.
The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.
Attachment C. Exhibit H Continued

Special Conditions
# Illinois Grant Accountability and Transparency
## Programmatic Risk Assessment Questionnaire
### DuPage County Department of Community Services
#### Special Conditions

<table>
<thead>
<tr>
<th>PRAQ Section:</th>
<th>2b - History of Performance - External</th>
</tr>
</thead>
<tbody>
<tr>
<td>Problem for:</td>
<td>The grantee indicated that more than 20% of their Community Service Block Grant (CSBG) award is subcontracted to another entity. Along with that, the subcontracted entity performs programmatic responsibilities such as: participant eligibility determination, performance reporting, and &quot;program delivery, and financial reporting. Eligibility includes but is not limited to; intake and determination of eligibility of applicants applying for CSBG services. Performance reporting includes but is not limited to; the reporting of progress toward completion of the CSBG work program to meet scope and performance measures. Program delivery may include, but is not limited to: subcontracted intake and approval, provisions of services based on the work program definitions. Financial reporting includes but is not limited to; maintain audit trail and process any and all financial transaction required for the work program. Provide details regarding financial for the work program to meet performance measures defined within the work program.</td>
</tr>
<tr>
<td>Clarification/Resolution:</td>
<td>The grantee must demonstrate adequate oversight and monitoring of sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract(s).</td>
</tr>
<tr>
<td>Conditions:</td>
<td>Medium to high risk indicates limited experience with sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract awards. This increases the likelihood of compliance and/or performance issues with the third-party entity.</td>
</tr>
<tr>
<td>Risk Explanation:</td>
<td>The grantee must also provide documented proof of onsite monitoring and audits efforts performed to ensure that the subcontracted entity is compliant with the conditions of the contract and all programmatic requirements.</td>
</tr>
<tr>
<td>How to Resolve:</td>
<td>The grantee must provide activity reports for the sub-grantee as an addendum to the programmatic quarterly report. Documentation of onsite monitoring must be made available upon request. The reports are due 30 days after the end of each quarter.</td>
</tr>
<tr>
<td>Timeframe:</td>
<td></td>
</tr>
</tbody>
</table>
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, “contractor or vendor” includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:
https://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature

Printed Name: Karen J. Ayala
Title: Executive Director
Date: Jan 10, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
Requisition 25k and over

HHS-P-0056-18

AWARDING RESOLUTION ISSUED TO
H.O.M.E. DUPAGE, INC. TO PROVIDE
FINANCIAL COUNSELING AND WORKSHOPS
TO LOW INCOME RESIDENTS IN DUPAGE COUNTY
(SUB-GRANTEE AGREEMENT TOTAL AMOUNT $43,885.00)

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

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of a sub-grantee contract to H.O.M.E. DuPage, Inc., to provide financial counseling and workshops to low income residents in DuPage County, for the period January 1, 2018 through December 31, 2018, for Community Services, under the Community Services Block Grant.

Now, THEREFORE BE IT RESOLVED that County sub-grantee contract covering said, to provide financial counseling and workshops to low income residents in DuPage County, for the period January 1, 2018 through December 31, 2018, for Community Services through the Community Services Block Grant, be, and it is hereby approved for the issuance of a sub-grantee contract by the Procurement Division to H.O.M.E. DuPage, Inc., 1600 E. Roosevelt Road, Wheaton, IL 60187, for a total amount of $43,885.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). (Grant funded)

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Requisition 25k and over
HHS-P-0056-18

PROCUREMENT REVIEW CHECKLIST
REQUISITION
This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 5, 2018</td>
<td>$43,885</td>
<td>1/1/2018 - 12/31/2018</td>
<td>HEALTH &amp; HUMAN SERVICES</td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Other Professional Services - Detailed Vetting Process Required

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary Keating</td>
<td>Completed</td>
<td>02/05/2018 1:14 PM</td>
</tr>
<tr>
<td>Karen Graczyk</td>
<td>Completed</td>
<td>02/06/2018 9:49 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>02/07/2018 11:35 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>02/08/2018 1:20 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>02/13/2018 7:47 AM</td>
</tr>
<tr>
<td>Tom Cuculich</td>
<td>Completed</td>
<td>02/13/2018 2:44 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>02/14/2018 1:56 PM</td>
</tr>
<tr>
<td>Health &amp; Human Services</td>
<td>Completed</td>
<td>02/20/2018 10:15 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>02/27/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Completed</td>
<td>02/27/2018 10:00 AM</td>
</tr>
</tbody>
</table>
**Purchase Requisition**  
Procurement Services Division

---

### Send Purchase Order To:
- **Vendor:** H.O.M.E. DuPage, Inc.  
  - **Vendor #:** 
  - **Address:** 1600 E. Roosevelt Road  
  - **City:** Wheaton  
  - **State:** IL  
  - **Zip:** 60187  
  - **Phone:** 630-260-2500

- **Attn:** Anne O’Dell  
  - **Email:**  

### Send Invoices To:
- **Vendor:** H.O.M.E. DuPage, Inc.  
  - **Vendor #:** 
  - **Address:** 1600 E. Roosevelt Road  
  - **City:** Wheaton  
  - **State:** IL  
  - **Zip:** 60187  
  - **Phone:** 630-260-2500

- **Attn:** Gina Strafford-Ahmed  
  - **Email:** gina.strafford@dupageco.org

### Send Payments To:
- **Vendor:** H.O.M.E. DuPage, Inc.  
  - **Vendor #:** 
  - **Address:** 1600 E. Roosevelt Road  
  - **City:** Wheaton  
  - **State:** IL  
  - **Zip:** 60187  
  - **Phone:** 630-260-2500

- **Attn:** Anne O’Dell  
  - **Email:**  

### Ship To:
- **Dept:** Community Services  
  - **Division:** CSBG Grant  
  - **Address:** 421 N. County Farm Road  
  - **City:** Wheaton  
  - **State:** IL  
  - **Zip:** 60187  
  - **Phone:** 630-407-6444

- **Attn:** Gina Strafford-Ahmed  
  - **Email:** gina.strafford@dupageco.org

---

### Payment Terms
- **F.O.B.:** PO 20 Delivery Date  
  - **Destination:** Contract Administrator  
  - **Use for:** PO25 only

- **Acct #:**  
  - **Sub-Accts and/or Activity #:**  
  - **Unit Price:** $43,885.00  
  - **Extension:** $43,885

---

### LN  Qty  UOM  Item Detail (Product #)  Description  FY  Dept #  Acctg Unit  Acct #  Sub-Accts and/or Activity #  Unit Price  Extension
1  1  EA  Sub-grantee agreement purchase order to provide financial literacy counseling, budget counseling, and credit counseling and financial literacy workshops to low income residents of DuPage County.  18  5000  1650  18-231028  53090  43,885.00  43,885

---

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

"Please return a copy of the Purchase order to Gina Strafford-Ahmed in Community Services and Michelle Tunk in Finance."  

---

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

Nothing specific to the purchase order.

---

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):

Nothing specific to the purchase order.
## Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions.

Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor: H.O.M.E. DuPage</th>
<th>Vendor #: 2656</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Community Services</td>
<td></td>
</tr>
<tr>
<td>Contact: Gina Strafford-Ahmed</td>
<td>Phone: 6444</td>
</tr>
<tr>
<td>Contract Term: 1/1/18-12/31/18</td>
<td>Contract Total: $43,885.00</td>
</tr>
<tr>
<td>Assigned Committee: HHS</td>
<td></td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**

Provide financial literacy counseling, budget counseling, credit counseling as well as financial literacy workshops to low income residents of DuPage County.

**Reason for Procurement**

$43,885 in CSBG funds will assist 60 low income households with one on one counseling and approximately 100 individuals with workshops.

### FUNDING SOURCE

- [X] Procurement budgeted for (FY and budget code(s)): 2018 CSBG 5000-1650
- [ ] Budget Transfer (Date) _______________ Add'l Information

### DECISION MEMO NOT REQUIRED

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # _______________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # _______________ [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 [ ] Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

### DECISION MEMO REQUIRED

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS52S)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # _______________ (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # _______________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [X] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # _______________

### PREPARED BY AND APPROVAL(S) (Initials Only)

- Prepared By: [Signature] Jan 26, 2018
- Recommended for Approval: [Signature] Jan 26, 2018
- IT Approval, if required: [Signature] Date:

### REVIEWED BY (Initials Only)

- Buyer: [Signature] 2/18/18
- Procurement Officer: [Signature] Date: 2-8-18
- Chief Financial Officer (Decision Memos Over $25,000): [Signature] Date: 2-19-18
- Chairman's Office (Decision Memos Over $25,000): [Signature] Date: 2-19-18

---

**Form Optimized for Acrobat and Adobe Reader Version 9 or Later**
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

<table>
<thead>
<tr>
<th>Requesting Department:</th>
<th>Community Services</th>
<th>Department Contact:</th>
<th>Gina Strafford-Ahmed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:gina.strafford@dupageco.org">gina.strafford@dupageco.org</a></td>
<td>Contact Phone:</td>
<td>6444</td>
</tr>
<tr>
<td>Vendor Name:</td>
<td>H.O.M.E. DuPage</td>
<td>Vendor #:</td>
<td></td>
</tr>
</tbody>
</table>

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Approval for sub-grant via the Community Services Block Grant (CSBG) Program for a financial literacy program funding to assist low income residents of DuPage County to become self-sufficient. Total amount of grant is $43,885 this is an increase of $4,000 for direct client assistance.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

CSBG grant funds are needed to support financial and budget counseling for low income residents of the county. H.O.M.E. DuPage will provide financial literacy classes, budgeting and credit counseling. The main focus of CSBG funding is to help low income residents attain self-sufficiency. Financial literacy and counseling are a measurable way to assure low income residents attain this goal. Supporting this program assists DuPage County in maintaining compliance with ROMA and CSBG Standards. They have provided this program for the past 4 years.

Strategic Impact

Quality of Life

Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

1.2 Maintain the county wide safety net to help people escape poverty, maximize independence, and achieve economic self-sufficiency. Program will address each of these areas with a focus on economic self-sufficiency.

Source Selection/Vetting Information - Describe method used to select source.

This is a sub-grant exempt from bidding. They will provide direct services for the County's CSBG program and will maintain all records and financial documents. H.O.M.E. DuPage is an established not for profit in DuPage County and has received Human Services Grant Funds and CDBG funding as well. See attached request for funding.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1) Issue grant to H.O.M.E. DuPage for $43,885. This will allow low income residents to attain financial skill to attain self-sufficiency.

2) Do not fund the program and run the risk that individuals and families will not have access to training and skill development to become self-sufficient thus remaining reliant on government assistance programs.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

1/1/18-12/31/18 $43,885
7/1/17-12/31/17 $19,942.50 (Partial year funding due to State Grant change in fiscal year)
7/1/16-6/30/17 $44,885
7/1/15-6/30/16 $44,885

Projected to fund this program for the next 5 years
H.O.M.E. DuPage, Inc.
Financial Literacy Training Proposal
Submitted January 2018

Geographic Coverage
H.O.M.E. DuPage serves all of DuPage County. Our offices are located in Wheaton.

Capacity and Experience
H.O.M.E. DuPage, Inc. is a HUD-certified housing counseling agency that has been providing financial literacy and credit repair education and counseling to help renters remain stably housed and to prepare first-time home buyers for homeownership since 1991. In addition, H.O.M.E DuPage, Inc. provides Financial Fitness workshops and counseling for DuPage County Family Self-Sufficiency Program clients and clients of ten DuPage County non-profit agencies, including People’s Resource Center, Bridge Communities, Catholic Charities, and Serenity House. We employ four housing counselors who are trained and experienced in housing and financial literacy education and counseling:

<table>
<thead>
<tr>
<th>Counselor</th>
<th>Title</th>
<th>Relevant Certifications/Training</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jo Albert</td>
<td>Senior Housing Counselor, H.O.M.E. – 17 years</td>
<td>HUD HECM Counselor Certification; Pre-Purchase Homeownership Education Certification; Homeownership Counseling Certification; Foreclosure Intervention &amp; Default Counseling Certification; Certified Housing Counselor, American Homeowners Education and Counseling Institute; Certified Financial Literacy Educator, Financial Links for Low-Income Persons (FLLIP) Program</td>
</tr>
<tr>
<td>Dave Johnsen</td>
<td>Financial Fitness Program Counselor, H.O.M.E. – 2 months</td>
<td>Financial Capability/Coaching</td>
</tr>
<tr>
<td>Maria Luengas</td>
<td>Housing Counselor, H.O.M.E. – 3 years</td>
<td>Homeownership Counseling Certification, Pre-purchase Homeownership Education Certification, Foreclosure Prevention Counseling Certification</td>
</tr>
<tr>
<td>Dianne Prince</td>
<td>Housing Counselor, H.O.M.E. – 7 months</td>
<td>Homeownership Counseling Certifications, Certified Housing Counselor, Loss Mitigation Counseling</td>
</tr>
</tbody>
</table>

Program Description
H.O.M.E. DuPage, Inc’s Financial Fitness program strives to empower individuals and families throughout DuPage County to take control of their financial resources, propelling them towards goals of self-sufficiency, stability, and achievement of personal life goals. Financial Fitness includes six workshops and one-on-one counseling or coaching, tailored to the needs of DuPage County low-income families. The education and
counseling provided are critical to successful financial management and stable living over the long term, whether clients are homeowners or renters.

H.O.M.E. DuPage, Inc. will provide Financial Fitness Workshops and counseling; case managers from participating agencies will identify clients at 125% or more of poverty level who need income management and/or credit repair skills and will refer them to H.O.M.E. DuPage. Clients may enter the program either through education or counseling. H.O.M.E. DuPage, Inc. will provide the following services:

**Financial Fitness (Financial Literacy) Workshops**

Group workshops (offered in 6 separate 90-120 minute modules) are held multiple times each month at H.O.M.E. DuPage, Inc. the DuPage County Complex, and other external locations in DuPage County. Modules cover: understanding banking and bank products; developing and sticking to a budget; digging out of debt; using credit wisely and how to repair damaged credit; building savings; avoiding scams and financial pitfalls; tips to be a wise consumer; and more. Small group hands-on activities practice real-life scenarios relevant to their situations, and help to keep clients engaged in learning. Pre- and post-tests are given at each workshop to ensure principles are fully grasped, and to indicate areas that need more work in counseling sessions.

Workshops are offered multiple times throughout the month. All clients entering H.O.M.E. DuPage, Inc's Financial Fitness Program through individual counseling are encouraged to attend workshops as well.

**Financial Coaching/Counseling (Individual Income Management and Credit Repair)**

Individualized, one-on-one Financial Coaching provides a dedicated counselor/partner to help clients review their finances and credit, determine goals, develop a budget and personalized Action Plan, and eventually achieve their goals. During coaching sessions, counselors reinforce workshop lessons, coach through challenges, monitor progress, assist with addressing credit/debt issues, and help build lasting positive habits.

All clients attending one or more workshops are encouraged to attend individual Financial Coaching/Counseling at H.O.M.E. DuPage, Inc's office.

Clients meet with a H.O.M.E. DuPage Inc's housing counselor to obtain a copy of their credit report, discuss the information provided and obtain guidance on addressing problem areas and improving credit scores. Clients who are at a relatively high level of self-sufficiency may find that they have enough information from the workshops and the individual counseling session to move forward on their own to repair their credit. A follow-up counseling session will be scheduled to confirm success with credit repair and income management.

A focus of the Financial Fitness Program is to educate clients regarding banking services and to assist clients in developing a banking relationship to better manage their finances. A total of 10 clients, whose goal is to be "banked," or to increase savings in an existing savings account, are provided matching funds. This helps the client to develop the habit of saving and to grow existing savings. Clients are provided $100.00 in matching funds for every $100.00 that a client saves, up to a total of $500.00. The client must agree to leave the savings untouched for 90 days.

H.O.M.E. DuPage partners with Loaves & Fishes Cares Agency for their Car Program. H.O.M.E. DuPage provides Financial Fitness Program services with regularly scheduled Workshops and one-on-one financial coaching for all Car Clients. Upon completion of attending two workshops and three one-on-one financial coaching sessions, 20 car recipient clients will be provided a $50.00 gas card and $50.00 towards their car insurance payment.

For clients that the H.O.M.E. DuPage Inc's housing counselor and/or partner agency case managers identify as having multiple, relatively complex issues contributing to housing risk and income management issues, H.O.M.E. DuPage Inc will provide continued income management and credit repair counseling services. The clients will
continue to meet with a H.O.M.E. DuPage Inc's housing counselor for a baseline assessment of their financial situation and development of a Financial Management Action Plan. Specific services will include:

- Pulling the client's credit report and reviewing it with the client
- Reviewing the client's bank statements for the past three months (if the client has a mainstream banking relationship)
- Reviewing other client documentation, such as pay stubs, public benefits being received, utility bills, other financial obligations and debts, etc, and discussing the client's goals and money management practices.
- Developing a customized Financial Management Action Plan identifying specific goals the client will work toward, such as:
  - Formulating a budget and maintaining it for a specific time frame
  - Improving credit scores
  - Developing a savings plan
  - Addressing collections or judgments
  - Accessing mainstream banking services and eliminating use of payday loans
  - Improving cash flow management to eliminate bank NSF fees

The housing counselor and the client will determine a mutually agreed follow-up schedule to monitor the client's progress and provide guidance and encouragement toward achieving the specified goals.

The housing counselor will obtain the client's permission to share the Action Plan with the case manager from the referring agency so that the Action Plan is integrated into the client's overall case management plan. The housing counselor also will keep the referring agency case manager apprised of client progress in meeting goals as they complete scheduled check-ins.

Direct Client Assistance
H.O.M.E. DuPage Inc will provide clients who meet income eligibility criteria with direct client assistance for costs related to housing stability in the form of $25 grocery and gas cards to reputable, DuPage County grocery stores and gas stations. The assistance will be provided only for clients who attend one-on-one counseling. Clients who attend successive counseling sessions will be eligible to receive a grocery or gas card as long as that client remains within the income eligibility criteria and is demonstrating evidence of working toward stated goals.

Services, Activities, Outputs
We plan to provide the following outputs:

- 50 Financial Literacy Workshops at DHOC, the DuPage County Complex, and/or DuPage Partner Agency locations.
- Income Management and Credit Repair Counseling for 60 clients
- Financial Coaching for the development of a Spending Plan and maintaining a budget for at minimum 90 Days for 10 clients
- Money Management coaching for clients who have increased their savings for 5 clients
- Money Management coaching for clients who have developed a banking relationship and opened a savings account or IDA for 5 clients

Of course, our actual volume is dependent on the number of referrals we receive from outside agencies.

Outcomes
The desired outcome is that clients improve their credit profiles and develop sustainable financial management skills in order to remain housed and achieve self-sufficiency. A poor credit record and unsustainable income
management can impede a client’s ability to achieve self-sufficiency in multiple ways: lenders, employers, landlords and insurance companies all use credit scores as evaluation tools, failure to stick with a budget often leads to overdrafts (and fees), reliance on payday loans, and loss of housing/utilities.

H.O.M.E. DuPage Inc. and the agency case managers will use the following measures as indicators that clients are improving their financial management and credit profiles:

1. Maintaining a budget for 90 days
2. Paying housing costs on time
3. Avoiding NSF/overdraft fees
4. Not using payday loans/connecting with mainstream banking services
5. Improving credit scores or housing credit evaluation

Overall, we anticipate that at least 60% of the clients receiving credit repair services will meet one or more of the outcome measures listed.

Coordination with Other Agencies
H.O.M.E. DuPage Inc. will receive referrals of clients already enrolled in services at agencies in DuPage County as well as the general public. H.O.M.E. DuPage Inc. and the referring agency will receive the client’s written permission to share information so that the housing counselor and the referring agency case manager can communicate to coordinate services as part of the client’s Recovery Plan.

Staffing and Provision of Services

<table>
<thead>
<tr>
<th>Service</th>
<th>Staff</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Fitness Program Management Working with agency partners to develop/monitor/modify necessary documentation and processes, monitor/modify program content as needed, communicate on client progress</td>
<td>Financial Fitness Program Manager/Housing Counselor</td>
<td>250 hours</td>
</tr>
<tr>
<td>Financial Fitness Workshops (Each workshop at 2.5 hours, including workshop delivery, related prep and travel)</td>
<td>Housing Counselor</td>
<td>64 sessions 160 total hours</td>
</tr>
<tr>
<td>Individual Counseling (average ten hours total per client, including follow-up support and communication with client and case manager as needed)</td>
<td>Housing Counselor</td>
<td>25 clients 250 total hours</td>
</tr>
<tr>
<td>Support services for counselors, including booking and confirming appointments, scheduling classes and preparing handout materials, prep and intake of clients, data entry, and financial analysis and reporting.</td>
<td>Executive Assistant, Finance Manager and Client Services Assistant</td>
<td>6 hours per month 72 total hours</td>
</tr>
</tbody>
</table>

Financial Literacy Training Program Proposal Budget

<table>
<thead>
<tr>
<th>Budget Narrative</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workshop prep and delivery, One-on-one counseling services, follow-up support by housing counselor, and Program Management and collaboration with area agencies</td>
<td>$36,123</td>
</tr>
<tr>
<td>Support staff – booking and confirming appointments, preparing materials, data entry, and handling logistics for workshops</td>
<td>$3,762</td>
</tr>
<tr>
<td>Direct Client Assistance Funds</td>
<td>$2000</td>
</tr>
<tr>
<td>Administration</td>
<td>$2000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$43,885</td>
</tr>
</tbody>
</table>
AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND H.O.M.E. DUPAGE, INC. FOR COMMUNITY SERVICE BLOCK GRANT FUNDS

This AGREEMENT is entered into as of this 1ST day of JANUARY 2018 by and between the COUNTY OF DUPAGE, ILLINOIS ("COUNTY"), a body politic and corporate, with offices located at 421 N. County Farm Road, Wheaton, Illinois, 60187, and H.O.M.E. DuPage, Inc. ("SUBGRANTEE"), a not-for-profit corporation, with offices at 1600 E. Roosevelt Road, Wheaton, Illinois, 60187.

SECTION I

STATEMENT OF PURPOSE

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

SECTION II

REQUIREMENTS OF SUBGRANTEE

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

1. Provide a financial literacy program to 60 CSBG eligible individuals residing in DuPage County;
2. Screen, assess and enroll clients into financial fitness workshops and or financial counseling;
3. Obtain proof of client's 90-day income, residency and proof of household members and maintain said information in the client’s file;
4. Provide COUNTY with client intakes within 30 days of assessment;
5. Provide quarterly reporting to COUNTY on client outcomes that are achieved, in progress, dropped out or failed;
6. Assist enrolled clients in maintaining a budget, attaining a credit report and credit score, counseling clients on banking, credit and debt reduction;
7. Provide clients enrolled in the counseling program case management, a work plan and goals for financial literacy;
8. Provide 10 clients enrolled in the program either a gift card for completing the workshops; matching funds for starting a bank account;
9. Provide 20 clients gas gift card and car insurance assistance for clients completing the Financial Fitness Program and the Loaves and Fishes Car assistance program;
10. Comply with all assurances as further detailed in Exhibit "A," attached hereto and incorporated herein as part of this Agreement.

SECTION III

AMOUNT OF THE GRANT

1
The COUNTY shall grant to SUBGRANTEE, as full payment for all activities to be performed by SUBGRANTEE pursuant to this AGREEMENT, a maximum compensation of $41,885.00 for program support and $2,000.00 for gas gift cards and car insurance assistance. Invoicing should be made quarterly and must include supporting documentation for expenses billed. Final invoice must be submitted by January 31, 2019.

SECTION IV

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

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

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

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

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

SECTION V

TIMELY COMPLETION OF PROJECT

Time is of the essence in this AGREEMENT; SUBGRANTEE shall complete all activities described herein by December 31, 2018.

SECTION VI
CONDITIONS OF GRANT

A. Assurances: The SUBGRANTEE assures the COUNTY that it will comply with the laws, regulations and orders identified in Exhibit "B," attached hereto and made a part of this AGREEMENT. (July 1, 2018- December 31, 2018.)

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

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

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

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

F. Retention of Records: The SUBGRANTEE shall maintain records to show actual time devoted and costs incurred that describe the work already performed and anticipated during the coming time period. Upon fifteen (15) day notice from the COUNTY, all time sheets, billings, and other documentation, shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North County Farm Road, Wheaton, Illinois. The SUBGRANTEE shall maintain client files and supporting documentation for five (5) years after the final audit of the grant is completed.

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

Subcontractors whose contract amount equals or exceeds $25,000.00 annually and who are subject to the provisions of Whitehouse Office of Management and Budget Circular A-133 ("OMB Circular A-133") shall provide a copy of their most recent audit report or financial statements to the DuPage County Department of Human Resources.

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

I. Federal award identifying information:
   CFDA # 93.569
   CFDA Title Community Services Block Grant
   Award # G-13B11LCOSR
   Federal Awarding Agency Department of Health and Human Services

SECTION VII

SUBGRANTEE shall at all times observe and comply with Title 21 CIR Part 570 and all applicable laws, ordinances or regulations of the Federal, State, COUNTY and local government which may in any manner affect the performance of this AGREEMENT, including Community Services Block Grant CSBG Grant No. 18-231028 which is incorporated into and made a part of this AGREEMENT and is attached hereto as Exhibit C, and the SUBGRANTEE shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the Federal Government.

SECTION VIII

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

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

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

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

SUBGRANTEE shall submit to COUNTY a monthly progress report and or client intake sheets no later than the fifth (5th) day of the following month the intake was completed. In addition, SUBGRANTEE shall submit to the COUNTY an annual performance report, annual report or letter detailing their overall performance within thirty (30) days of the end of the SUBGRANTEE’s fiscal year.

SECTION X
AMENDMENTS

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

SECTION XI
FINANCIAL ASSISTANCE AGREEMENT

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

SECTION XII
INDEMNIFICATION

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

SECTION XIII
TERMINATION

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

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

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

SECTION XIV

ASSIGNMENT

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

SECTION XV

UNAVOIDABLE DELAY

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

SECTION XVI

SEVERABILITY

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

SECTION XVII

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

SECTION XVIII

RELATIONSHIP OF THE PARTIES

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

SECTION XIX

NOTICE

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

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

TO: H.O.M.E. DuPage Inc.
1600 E. Roosevelt Road
Wheaton, IL 60187
Attention: Anne O'Dell, Executive Director

TO: DuPage County Community Services
421 N. COUNTY Farm Road
Wheaton, IL 60187
Attention: Gina Strafford-Ahmed
The Section headings of this AGREEMENT are for convenience and reference only and in no way, define, limit or describe the scope or intent of this AGREEMENT.

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

COUNTY OF DUPAGE
("COUNTY")

BY: ____________________________  DATE: ______________
    DANIEL J. CRONIN, CHAIRMAN
    DU PAGE COUNTY BOARD

ATTEST: ________________________  DATE: ______________
         PAUL HINDS, COUNTY CLERK

DUPAGE HOMEOWNERSHIP CENTER
("SUBGRANTEE")

Signature on File

BY: ____________________________  DATE: ______________
    TITLE: Executive Director

Signature on File

ATTEST: ________________________  DATE: ______________

Packet Pg. 482
EXHIBIT A

ASSURANCES

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

1. It possesses legal authority to apply for the Grant and to execute the proposed program.

2. It has reviewed and accepted the Grant Agreement in its entirety, including all understandings and assurances contained therein, and directing and designating the authorized representative of the SUBGRANTEE to act in connection with the Grant Agreement and to provide such additional information as may be required.

3. It agrees that no funds granted hereunder shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office, nor shall they be used in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.

4. The grant will be conducted and administered in compliance with:
   a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1, et. seq.), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance.
   b) Section 677, (a) of the Community Services Block Grant Act, which provides that no person shall be excluded on the grounds of race, color, national origin, or sex from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under the program. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program activity.
   c) Title VII of the Civil Rights Act of 1968 (P.L. 90-824) as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the applicant’s jurisdiction.
   d) Executive Order 11246 (30 F.R. 12319, September 28, 1965) and all regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training and apprenticeship.

5. The SUBGRANTEE agrees to take affirmative action to ensure that no unfair practice is committed, in accordance with the Illinois Human Rights Act. (775 ILCS 5/1-101 et. seq.).
EXHIBIT B

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

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

The SUBGRANTEE shall cause or require to be inserted in full or any contract and subcontract for work, or modification thereof, all applicable Federal Equal Employment Opportunity Provisions.
EXHIBIT C
SEE ATTACHED
INTER-GOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
DuPage County

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at 500 E Monroe St, Springfield, IL 62701, and DuPage County (Grantee), with its principal office at 421 North County Farm Road 3rd Floor, Wheaton, IL 60187-3978, and payment address (if different than principal office) at N/A, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as “Parties” or individually as a “Party.”

PART ONE - THE UNIFORM TERMS

RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I

AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number: SAM Registration: Nature of Entity. Under penalties of perjury, Grantee certifies that 135836026 is Grantee’s correct DUNS number, that 366006551 is Grantee’s correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- Individual
- Sole Proprietorship
- Partnership
- Corporation (Includes Not For Profit)
- Medical Corporation
- Governmental Unit
- Estate or Trust
- Pharmacy-Non Corporate
- Pharmacy/Funeral Home/Cemetery Corp.
- Tax Exempt
- Limited Liability Company (select applicable tax classification)

P = partnership
C = corporation

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

1.2. Amount of Agreement. Grant Funds shall not exceed $1,039,715.00 of which $1,039,715.00 are federal funds. Grantee agrees to accept Grantor’s payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.
1.3. **Identification Numbers.** If applicable, the Federal Award Identification Number (FAIN) is G-18B11LCOSR, the Federal awarding agency is Department Of Health And Human Services, and the Federal Award date is 10/01/2017. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Community Services Block Grant and Number is 93.569. The Catalog of State Financial Assistance (CSFA) Number is 420-75-0091.

1.4. **Term.** This Agreement shall be effective on 01/01/2018 and shall expire on 12/31/2018, unless terminated pursuant to this Agreement.

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

1.6. **Signatures.** In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**ILlINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY**

By: ______________________________
Signature of Sean McCarthy, Director

By: ______________________________
Signature of Designee

Date: ______________________________

Printed Name: ______________________________

Printed Title: ______________________________

**DUPAGE COUNTY**

By: ______________________________
Signature of Authorized Representative

Date: ______________________________

Printed Name: Mary Keating

Printed Title: Director

Email: Mary.Keating@dupageco.org

**INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017**
Page 2 of 46
ARTICLE II
REQUIRED REPRESENTATIONS

2.1. **Standing and Authority.** Grantee warrants that:

(a) Grantee is validly existing and in good standing, if applicable, under the laws of the State in which it was incorporated, organized or created.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. **Compliance with Internal Revenue Code.** Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. **Compliance with Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to $25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. **Compliance with Uniform Grant Rules (2 CFR Part 200).** Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. **Compliance with Registration Requirements.** Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee’s responsibility to remain current with these registrations and requirements. If Grantee’s status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.
ARTICLE III
DEFINITIONS

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:


"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Conflict of interest" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Consolidated Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.
“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.20. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Grant Funds” has the same meaning as in 30 ILCS 705.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Net Revenue” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Net Revenue” is synonymous with “Profit.”

“Nonprofit Organization” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“OMB” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with “Net Revenue.”

“Program” means the services to be provided pursuant to this Agreement.

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

“Program Income” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

“SAM” means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the State of Illinois.

“Term” has the meaning set forth in Paragraph Error! Reference source not found.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.
ARTICLE IV
PAYMENT

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

4.2. Illinois Grant Funds Recovery Act. Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital Improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 et seq.). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable Federal laws or regulations.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

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

4.6. Interest.
   (a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in PART TWO or PART THREE. 30 ILCS 705/10.

   (b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

   (c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017
4.7. **Timely Billing Required.** Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in PART TWO or PART THREE. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor’s approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

> By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

**ARTICLE V**

**SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

5.1. **Scope of Grant Activities/Purpose of Grant.** Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including Exhibit A (Project Description) and Exhibit B (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State’s Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in PART TWO (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in PART THREE.

5.2. **Scope Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment will be included in Exhibit G. Grantee shall adhere to the specific conditions listed therein.

**ARTICLE VI**

**BUDGET**

6.1. **Budget.** The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.
6.2. **Budget Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. **Discretionary Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor’s approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. **Non-discretionary Line Item Transfers.** Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. **Notification.** Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII**

**ALLOWABLE COSTS**

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

7.2. **Indirect Cost Rate Submission.**

(a) This Paragraph 7.2 applies only to:

(i) A Grantee who charges, or expects to charge, any Indirect Costs; and

(ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments.

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for institutions of higher education.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(B)).

7.3. **Transfer of Costs.** Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.
7.4. **Higher Education Cost Principles.** The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. **Government Cost Principles.** The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

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

   (a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

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

   (i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity’s organization (Paragraphs 7.4 through 7.5).

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

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

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

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

   (d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.
(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

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

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

**ARTICLE VIII**

**REQUIRED CERTIFICATIONS**

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 et seq. or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 et seq.).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

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

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

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).

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

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the Program, 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 Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

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

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

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(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

**ARTICLE IX**

**CRIMINAL DISCLOSURE**

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

**ARTICLE X**

**UNLAWFUL DISCRIMINATION**

10.1. **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);


(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (42 USC 12101 et seq.); and

(f) The Age Discrimination Act (42 USC 6101 et seq.).
ARTICLE XI
LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

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

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

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

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

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

ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantee representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General,
the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. **Failure to Maintain Books and Records.** Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. **Monitoring and Access to Information.** Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

**ARTICLE XIII**

**FINANCIAL REPORTING REQUIREMENTS**

13.1. **Required Periodic Financial Reports.** Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327.

13.2. **Close-out Reports.**

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. **Annual Financial Reports.**

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.
(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4 Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

14.1 Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantor is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.

14.2 Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3 Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

ARTICLE XV
AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor’s Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of the audit period.

(b) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends more than $300,000 in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

(ii) If, during its fiscal year, Grantee expends less than $300,000 in Federal and State Awards, but the total revenue it receives is in excess of $300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAA5).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) 180 days after the end of the audit period.

15.3. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor’s most recent peer review report and acceptance letter.

15.4. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 17 of 46
partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

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

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

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

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

16.3. Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341.

16.5. Effects of Suspension and Termination.

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

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or State of Illinois
after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

ARTICLE XVIII
NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance: Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.
ARTICLE XIX
STRUCTURAL REORGANIZATION

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, PART TWO or PART THREE may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI
CONFLICT OF INTEREST


21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an Instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or $106,447.20 (30 ILCS 500/50-13). An Instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII
EQUIPMENT OR PROPERTY

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the
transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. **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, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. **Equipment and Procurement.** Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

**ARTICLE XXIIII**

**PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. **Publications, Announcements, etc.** Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

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

**ARTICLE XXIV**

**INSURANCE**

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

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

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI
MISCELLANEOUS

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

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. Exhibits A through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

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

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

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law: Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does State of Illinois

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not waive sovereign immunity by entering into this Agreement.

26.9. **Compliance with Law.** This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. **Compliance with Confidentiality Laws.** If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

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

26.12. **Precedence.** In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

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

26.14. **Entire Agreement.** Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Grant Activities described on this Exhibit A, the Deliverables and Milestones listed on Exhibit B and the Performance Measures listed on Exhibit E within the term of this Agreement, as provided in paragraph 1.4, herein.

AUTHORITY: The Department is authorized to make this Grant pursuant to 42 U.S.C.A. 9901 et seq. and 20 ILCS 625.

The purpose of this authority is as follows:

Provide grants to Community Action Agencies for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient.

PROJECT DESCRIPTION:

Program Objective

Grantee must use Grant Funds provided under this Agreement for the Community Services Block Grant ("CSBG") program to develop and implement programs to assist low-income Illinois residents in working towards family stabilization and self-sufficiency pursuant to Exhibit B and the Grant-specific terms/conditions in Article XLI. For carrying out such program objectives, the total compensation and reimbursement payable by the Department to the Grantee shall be in compliance with and not exceed the amount specified in the Budget (Attachment B). The Department shall distribute/pay the total amount of the Grant Funds to the Grantee in accordance with this Grant Agreement, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75 et seq.), Subpart I of the Department of Health and Human Services Block Grant Regulations (45 CFR Part 96 et seq.), the Community Opportunities, Accountability, and Training and Educational Services Act of 1998 (42 U.S.C.A. §9901 et seq), the Uniform Administrative Requirement for Grants and Cooperative Agreements to State, Local and Tribal Governments (45 CFR Part 92 et seq.) (the "CSBG Act"), the Illinois Economic Opportunity Act (20 ILCS 625), the Illinois Administrative Rules for the State Administration of the Federal Community Services Block Grant Program (47 Ill. Adm. Code 120), the Department's Annual Consolidated Plan, and any other regulations and policies promulgated 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 modifications to this Agreement shall be incorporated in accordance with the applicable provisions herein, including but not limited to Sections 5.2 and 6.2.
EXHIBIT B

DELIVERABLES OR MILESTONES

See Attachment A. CSBG Work Program Summary.
EXHIBIT C

PAYMENT

Grantee shall receive $1,039,715.00 under this Agreement.

Enter specific terms of payment here:

The Award amount listed above is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement
Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor's approval of eligible costs and cash amount requested for reimbursement of those costs.

Pre-Award Costs
Reimbursement of costs incurred prior to the start of the Grant Term provided in paragraph 1.4, herein may be allowed only if specifically provided for in the Project Description (Exhibit A), as approved by the Grantor in its sole discretion. If not clearly identified in the Project Description (Exhibit A), any costs incurred prior to the Grant Term will be disallowed. Pre-award costs will only be allowed if the costs are directly pursuant to the negotiation and in anticipation of the Award, where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Award. 2 CFR 200.458.

See Attachment B. Uniform Grant Budget
CONTACT INFORMATION

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

The Grantee acknowledges and agrees that its address set forth below 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 Grantor 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 Grantor of its current/last known address. In the event that the Grantee changes its current address, it shall contact its Grant Manager and notify him or her of said change of address and a formal modification will be executed.

GRANTOR CONTACT
Name: Jennifer Barnes
Title: Grant Manager
Address: 500 E Monroe St
Springfield, IL 62701
Phone: 217-558-0480
TTY#: (800) 785-6055
Fax#: N/A
Email Address: Jennifer.Barnes@Illinois.gov

GRANTEE CONTACT
Name: Mary Keating
Title: Director
Address: 421 North County Farm Road
3rd Floor
Wheaton, IL 60187-3978
Phone: 630-407-6420
TTY#: N/A
Fax#: 630-407-6501
Email Address: Mary.Keating@dupageco.org

The following are designated as Authorized Designee(s) for the Grantee (See Part Two, Article XXVII):

Authorized Designee: 
Authorized Designee Title: 
Authorized Designee Phone: 
Authorized Designee Email: 
Authorized Designee Signature: 
Authorized Signatory Approval: 

Authorized Designee: 
Authorized Designee Title: 
Authorized Designee Phone: 
Authorized Designee Email: 
Authorized Designee Signature: 
Authorized Signatory Approval: 

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Illinois Department of Commerce and Economic Opportunity

Notification of Additional Authorized Designee

Grantee Name: DuPage County Department of Community Services
DCEO Grant Number(s): 18-231028

Authorized Signatory: Mary A. Keating, Director
(Printed Name and Title)
Date: 9/25/17

Pursuant to the above referenced grant agreement(s), the Authorized Signatory may assign Authorized Designees to submit materials to the Department by submitting written notice. In processing the above referenced grant(s) and related documentation, the Department will only accept materials signed by the Authorized Signatory or Designee(s). By submitting this form, the Authorized Signatory of the above referenced grant(s) is providing notice that the following person(s) be named an Authorized Designee for the above referenced grant(s). The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below.

Authorized Designee: Gina Strafford-Ahmed
Authorized Designee Title: Administrator Intake & Referral, CSBG Coordinator
Authorized Designee Phone: (630) 407-6444
Authorized Designee Signature:
Authorized Signatory Approval: 

Authorized Designee: Lisa Hamilton
Authorized Designee Title: I&R Coordinator
Authorized Designee Phone: (630) 407-6145
Authorized Designee Signature:
Authorized Signatory Approval:

Authorized Designee: Michelle Tunk & Kim Mehring
Authorized Designee Title: Assistant Financial Services Administrator
Authorized Designee Phone: (630) 407-6145 or (630) 407-6165
Authorized Designee Signature:
Authorized Signatory Approval:
Authorized Designee: Jennifer Pitsenbarger
Authorized Designee Title: Division I Assistant
Authorized Designee Phone: (630) 407-6421

Authorized Designee Signature: ____________________________
Authorized Signatory Approval: ____________________________

Signature on File ____________
Signature on File ____________

Note that the Department will continue to accept documentation submitted from all Authorized Designee(s) until notified to the contrary in writing signed by the Authorized Signatory.
GRANTOR CONTACT FOR AUDIT QUESTIONS—AUDIT UNIT

Name: James Misch  
Email: externalauditunit@illinois.gov  
Phone: (312) 814-4057  
Fax: (312) 793-0338  
Address: 100 West Randolph  
Suite 3-400  
Chicago, IL 60601

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Lisa Hodson  
Email: Lisa.Hodson@illinois.gov  
Phone: 217-785-6417  
Fax#: N/A  
Address: 500 E Monroe St  
Springfield, IL 62701
EXHIBIT E

PERFORMANCE MEASURES

See Exhibit B.
EXHIBIT F

PERFORMANCE STANDARDS

In accordance with the performance measures set forth in Exhibit B, reimbursement will only be provided for those allowable expenditures that can be sufficiently documented.
EXHIBIT G

SPECIFIC CONDITIONS

See Attachment C. Exhibit G Continued Special Conditions.
PART TWO - THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

ARTICLE XXVII
AUTHORIZED SIGNATORY

27.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein in paragraph 1.6 or Exhibit D. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in Exhibit D. Without such notice, Grantor will reject any materials signed or submitted on the Grantee’s behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on Exhibit D. If an Authorized Designee(s) appears on Exhibit D, 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 Agreement.

ARTICLE XXVIII
ADDITIONAL AUDIT PROVISIONS

28.1. Discretionary Audit. The Department may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor’s Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor’s Communication With Those Charged With Governance).

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

externalauditunit@illinois.gov

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

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

ARTICLE XXIX
ADDITIONAL MONITORING PROVISIONS

29.1. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.
ARTICLE XXX
ADDITIONAL INTEREST PROVISIONS

30.1. Penalty for Non-Interest Bearing Account. If Grantee is required to keep Grant Funds paid in advance of the actual expenditure of funds in an interest-bearing account pursuant to paragraph 4.6(b) of this Agreement, Grantee will be responsible for the payment of interest to Granter at a rate equal to twelve percent (12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written approval from Granter. Grant funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee’s discretion. Exceptions to this paragraph are not permissible without prior written approval by Granter.

30.2. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to $500 per year may be retained by the Grantee for administrative expenses. Any additional interest earned on Grant Funds above $500 per year must be returned to the Granter pursuant to paragraphs 4.2 and 33.2 herein, or as otherwise instructed by the Grant Manager or as set forth in PART THREE. All interest earned must be expended prior to Grant Funds. All reporting documents should reflect the full expenditure of any interest earned. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Department as described in paragraphs 4.2 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Granter as provided in Article XIII herein. If applicable, the Granter will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this paragraph 30.2 are inapplicable to the extent any statute or rule provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in PART THREE.

ARTICLE XXXI
ADDITIONAL BUDGET PROVISIONS

31.1. Restrictions on Discretionary Line Item Transfers. Unless set forth otherwise in PART THREE herein, Budget line item transfers within the guidelines set forth in paragraph 6.3 herein, which would not ordinarily require approval from Granter, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Granter pursuant to 2 CFR 200.308.

ARTICLE XXXII
ADDITIONAL REPRESENTATIONS AND WARRANTIES

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

(a) 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;

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

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee’s knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
(d) That to the best of the Grantee’s knowledge and belief, the Grantee, its principals and key project personnel:

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

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of Federal or State antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (Federal, State or local) with commission of any of the offenses enumerated in sub-paragraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any Federal or State agency or a local government.

Any request for an exception to the provisions of this paragraph 32.1(d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to Article XVI herein and any applicable rules.

ARTICLE XXXIII
ADDITIONAL TERMINATION, SUSPENSION AND NON-COMPLIANCE PROVISIONS

33.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to Article XVI herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement;

(b) Direct the Grantee to remit an amount equivalent to the “Net Salvage Value” of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, “Net Salvage Value” is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses; and
(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

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

33.3 **Grant Funds Recovery Procedures.** In the event that Grantor seeks to recover from Grantee funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq. (GFRA), for the recovery of grant funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA shall apply to these proceedings. The Parties agree that Grantor’s Administrative Hearing Rules (56 Ill. Admin. Code Part 260S) shall govern these proceedings.

33.4 **Grantee Responsibility.** Grantee shall be held responsible for the expenditure of all funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.338 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

**ARTICLE XXXIV
ADDITIONAL MODIFICATION PROVISIONS**

34.1. **Modifications by Operation of Law.** This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in Federal or State law or regulations applicable to this Agreement. Grantor shall initiate such modifications, and Grantee shall be required to agree to the modification in writing as a condition of continuing the Grant. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.

34.2. **Discretionary Modifications.** If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in Articles V and VI and paragraphs 34.1 and 34.3, written notice of the proposed modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the 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 Grantor shall consider those objections when evaluating whether to follow through with the proposed modification. The Grantor’s notice to the Grantee shall contain the Grantee name, Grant number, modification number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee shall submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (Exhibits A, B and E).

34.3. **Unilateral Modifications.** The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee’s funding allocation as additional funds become available for the Award during the program year covered by the term of this Agreement.

34.4. **Management Waiver.** The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific grant terms that the Grantor determines are necessary to place the Grantee in State of Illinois.
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 Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.

34.5. **Term Extensions.** The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and E) must be completed during the Grant Term set forth in paragraph 1.4 herein. Extensions of the Grant Term will be granted only for good cause, and only in increments of six (6) months, subject to the Grantor’s discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 et seq.), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Grant Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Grant Term or extended Grant Term, as applicable, stating the reason for the extension.

**ARTICLE XXXV**
**ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

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

35.2. **Hiring State Employees Prohibited.** No State officer or employee may be hired to perform services under this Agreement on behalf of Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor.

**ARTICLE XXXVI**
**ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

36.1. **Equipment Management.** The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials shall be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate authorities.

**ARTICLE XXXVII**
**APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

37.1. **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 Grantor shall not be responsible for monitoring Grantee’s compliance.

37.2. **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 Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein.

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

37.4. **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 (12) 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.

37.5. **Equal Pay Act of 2003 (820 ILCS 112 et seq.).** If the Grantee has four (4) 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.

37.6. **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 Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).

37.7. **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 Grant Activities to be performed under this Agreement.

37.8. **Identity Protection Act (5 ILCS/179 et seq.) and Personal Information Protection Act (815 ILCS 530 et seq.).** The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.
ARTICLE XXXVIII
ADDITIONAL MISCELLANEOUS PROVISIONS

38.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Workers' 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.

38.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (i) a Termination or Suspension (Article XVI), (b) Modifications, Management Waivers or Term Extensions (Article XXXIV) or (c) Assignments (paragraph 26.4) must be executed by the Director of the Grantor or her or his authorized designee.

38.3. Completion of Specific Conditions. If there are specific conditions required by this Award pursuant to 2 CFR 200.207 and paragraph 5.3 herein, once Grantee completes a specific condition, Grantor shall document the completion and notify the Grantee in writing. A formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV is not required.

ARTICLE XXXIX
ADDITIONAL REQUIRED CERTIFICATIONS

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

39.1. 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.

39.2. 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 of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). A copy of the policies shall be provided to the Grantor upon request.

39.3. 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 Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.
39.4. **Lien Waivers.** If applicable, 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.
PART THREE – THE PROJECT-SPECIFIC TERMS

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

ARTICLE XL
REPORT DELIVERABLE SCHEDULE

40.1. External Audit Reports. External Audit Reports may be required. Refer to Article XV of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

40.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to paragraph 13.3(a) of this Agreement to determine whether you are required to submit Annual Financial Reports.

40.3. Required Periodic Reports. Below is the required periodic reporting schedule for this grant.

April 2018

- Quarterly Periodic Financial Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager

July 2018

- Quarterly Periodic Financial Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager

October 2018

- Quarterly Periodic Financial Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager

January 2019

- Quarterly Periodic Financial Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager

March 2019

- End of grant Closeout Financial Report (03/01/2019) - Covering Period of 01/01/2018 - 12/31/2018; Send To: Grant Manager
• End of grant Closeout Performance Report (03/01/2019) - Covering Period of 01/01/2018 - 12/31/2018; Send To: Grant Manager

May 2019

• Annual FY Financial Report (05/29/2019) - Covering Period of 12/01/2017 - 11/30/2018; Send To: Grant Manager

May 2020

• Annual FY Financial Report (05/28/2020) - Covering Period of 12/01/2018 - 11/30/2019; Send To: Grant Manager

40.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in Articles XIII, XIV, XV and XL unilaterally, and must obtain prior written approval from Grantor to change any reporting deadlines.

ARTICLE XLI
GRANT-SPECIFIC TERMS/CONDITIONS

41.1.

Sub-recipient(s)
The Department acknowledges and recognizes that any sub-recipient(s) named in Exhibit B will be receiving a sub-grant under this Agreement and will be performing services to further and fulfill the Scope of Work as directed by the Grantee. The Grantee acknowledges and agrees that the Grantee remains responsible for administering and fulfilling all of the terms and conditions of this Agreement. The Grantee is responsible for incorporating a copy of this Agreement into any sub-grant or contract or agreement between itself and the sub-recipient(s) and is responsible for ensuring that it and its sub-recipient(s) are in compliance of the same.

Method of Compensation
In addition to the payment methods described in Article IV, the Grant Funds will be distributed in accordance with the invoice-voucher procedures of the Office of the State Comptroller. The first payment of Grant Funds will be for program initiation and will be based on the Grantee's reported obligation for the program's immediate cash needs. Thereafter, the Grant Funds will be distributed for the dual purpose of covering the allowable expenditures to date, as well as, the immediate cash needs of the Grantee to operate the program. Further, costs charged under this Agreement cannot exceed the total award of this grant.

Administrative Costs
Grantee shall receive reimbursement for allowable costs under the Administration category not to exceed a total of 16% of allowable expenditures. As an example, an agency which expends 75% of the total allocation will only be allowed to spend a total of 16% of the amount of actual expenditures for administrative purposes.

Additional Budget Modifications
Grantee expressly understands and agrees that the total available amount of this Agreement is contingent upon the Grantee's ability to spend the Grant Funds in accordance with Exhibit B contained in this Agreement. The Department reserves the right to establish an initial available funding amount based on programmatic performance in previous years.

If the Grantee has reason to believe that its costs for the grant period will exceed a budgeted line item or cost category, it must request approval from the Department in writing prior to exceeding any approved budget line item or cost category, except that the Grantee may vary budgeted line items or cost categories in accordance with the following limitations:

1. Program Support and Direct Client Assistance cost categories may vary up to 10% plus or minus the approved budget amount or $1,000, whichever is greater.
2. Administration cost category may NOT be increased.
3. Special cost categories may NOT be increased or decreased without prior written approval from the Department.

Any variance in cost categories or line items within the terms listed above shall not alter the requirement for formal modification of this Agreement when the goals, objectives and activities listed in this part are measurably changed.

Unilateral Modifications
The parties agree that Grantor may unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the grant during the program year covered by the term of this Agreement.

Travel Costs
Costs in accordance with the latest Federal domestic lodging, travel, meals and incidental rates are allowable for expenses incurred by employees who are in travel status on official business performing duties/services related to this Agreement. Grantee must retain receipts on file as source documentation for travel expenses of its employees. Information on the Federal domestic travel and per diem rates can be found at www.gsa.gov and 41 CFR Subtitle F Chapter 300-304. If the Grantee has a travel policy with a rate or rates that exceed the Federal domestic travel and per diem rates, the Grantee must submit its policy to the Department for review and approval prior to incurring any travel costs.

Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the non-Federal entity. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the non-Federal entity's non-federally-funded activities and in accordance with non-Federal entity's written travel reimbursement policies. Notwithstanding the provisions of 45 CFR 75.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or pass-through entity when they are specifically related to the Federal award.

Procurement
Grantee shall follow the procurement standards as established in 45 CFR §75.326 - §75.335.

Non-Expendable Personal Property
Grantee must not purchase non-expendable personal property costing $5,000 or more without the Department’s prior approval. The Grantee agrees to comply with 45 C.F.R. 75.316-.323, as applicable to its organization, in the management of property. Further, 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. The Grantee may hold title in its name to all equipment or non-expendable tangible personal property purchased with Grant Funds for program operation subject to the following: it is understood that non-expendable personal property purchased by the Grantee with Grant Funds and non-expendable personal property received from the grantor shall not be the property of the Grantee but must be held by in trust for the benefit of the people of the State of Illinois. As such, the Grantee must not sell, abandon or otherwise dispose of such property without the prior written approval of the Department. Equipment must be used on the original project as long as needed. While being used on the original project, equipment may be made available for "shared use" with other activities, provided that use will not interfere with its use for the original project. When no longer needed for the original purpose, equipment may be used for other projects subject to the Department's written approval. The Grantee must maintain appropriate property records and annually conduct an inventory of all equipment or nonexpendable personal property purchased with Grant Funds. Within thirty (30) days of receipt of purchased equipment, an "Equipment Acquisition Form" must be completed and sent to the Department. Upon the termination of the Agreement and upon the election of the Department, the Grantee must surrender possession of such property to the Department.

**Real Estate Expenditures Prohibited**
Grantee agrees not to use Grant Funds for the purchase or improvement of land or the purchase, construction, or permanent improvement (other than low cost residential weatherization or other energy-related repairs as authorized by the Department) of any building or other facility.

**Audits, Inspections and Record Retention.**
The Grantee will as often as deemed necessary by the Department or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives, permit the Department, or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or Comptroller General of the United States, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this Grant. The Grantee shall include in all of its contracts under this Agreement a provision that the Department or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent books, documents, papers and records of any such contractor involving transactions related to the contract. The Grantee is accountable for all Grant Funds received under this Agreement and shall maintain, for a minimum of four (4) years following written approval from the Department that all disbursements of grant funds have been reviewed, considered adequate and closed by the Department.

The Grantee is accountable for all grant funds received under this Agreement and in addition to the requirements contained in Section 12.1 herein, shall maintain, until the closeout of the grant by the U.S. Department of Health and Human Services, all records that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a description of each activity undertaken
b. Records demonstrating that each activity undertaken is in compliance with the CSBG program;
c. Records required determining the eligibility of activities;
d. Records required to document the use of Grant Funds in accordance with applicable cost principles. as further described in the federal regulations;
e. Financial records as required by the applicable federal regulations.
**Additional Audit Requirements**
Grantee shall be subject to any and all applicable audit requirements under Subpart F of 45 CFR Part 75. For sake of clarification, the Federal Office of Management and Budget combined and streamlined OMB circular A-133 into the Uniform Requirements.

Further, the Department reserves the right to conduct limited scope audits, at any time, of any Grant Funds expended under this Agreement or of the Grantee's agency-wide financial statements. The Department must have the right to examine corporate books and records which may be necessary to test the allocation equity of Grant Funds and to determine the ability of the Grantee to safeguard the Grant Funds. The Grantee must fully cooperate, in a timely manner, in preparing for and conducting the audit and in the resolution of audit findings.

**Additional Reporting Requirements**
In addition to the reporting requirements set forth in Article 40.3, the Grantee must provide the following reports to the Department:

1. For each grant, a certified cost report must be submitted via the GRS Fiscal electronic reporting system prior to submitting a request for Grant Funds.
2. Quarterly programmatic reports which include board membership reports, board minutes, services report, demographics report, revolving loan fund reconciliation and any other report as required by the Department.
3. Annual scholarship report
4. An Annual Report which contains information based on agency wide activities in a format prescribed by the Department.
5. Any additional reports required by the Department as a result of a corrective action or quality improvement plan

**Monitoring and Evaluation Requirements**
The Department will periodically monitor and evaluate the Grantee’s performance under this Agreement for compliance with federal regulations, state administrative rules, statutes, and programmatic guidelines and all covenants under this Agreement. The grant will be evaluated to gauge its impact upon the low-income community and to determine the effective and efficient utilization of Grant Funds. Evaluations will occur both during the performance of the scope of work and after completion.

Grantee performance will be measured in part on the effective use of a Result Oriented Management and Accountability (“ROMA”) system pursuant to the CSBG Act, specifically 42 U.S.C.A. §9908 and §9917(b). In addition, Grantee will be evaluated based on compliance with "Organizational Standards for CSBG Eligible Entities" established under 678B of the CSBG Act (42 U.S.C. §9914) and the Community Services Block Grant Information Memorandum Transmittal No. 138.

**Board Requirements**
This Agreement is conditionally approved pending verification that the tripartite board requirement has been met (42 U.S.C.A. §9910). In the event that the Grantee fails to fulfill the tripartite board requirement, on a calendar quarterly basis, the Department shall monitor and evaluate the Grantee’s progress in becoming compliant with this requirement. The Grantee’s failure to become compliant could be considered a default under this Agreement and the Grant Funds would become subject to recovery.

**CSBG Revolving Loan Program**
The CSBG Revolving Loan Program has been suspended. Grantee agrees that grant funds under this Agreement must not be used for any new loans

**Publication, Reproduction and Use of Material**
No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Department shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under the Agreement.

Any publication produced as a result of or with funding under this Grant shall contain the following language on its title page: “This project was conducted with funds provided under the Community Services Block Grant Program administered by the Illinois Department of Commerce and Economic Opportunity and it does not necessarily represent, in whole or in part, the viewpoint of the Illinois Department of Commerce and Economic Opportunity.”

**Debarment**

In addition to Article 8.1(k), Grantee must certify that all current and prospective employees, contractors and subcontractors are in “good standing” prior to engaging their services under this Agreement and must certify such “good standing” status at least annually thereafter.

**Bond and Depository Insurance Requirements**

Grantee must provide bonding for every officer, director or employee who handles Grant Funds under this Agreement. The amount of coverage must be the higher of $100,000 or the highest cash draw during the term of the Agreement.

Grantee must place Grant Funds in insured accounts whenever possible. In the event Grant deposits exceed insured limits, the Grantee must require the Depository to pledge securities sufficient to cover the uninsured exposure.

**No Discrimination in Services**

Grantee must comply with:

A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and must immediately take any measures necessary to effectuate this assurance.

B. Section 2606(a) of the Omnibus Budget Reconciliation Act of 1981 provides that:

No person shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 also shall apply to any such program or activity.

**Fraud and/or Abuse**

Grantee shall report in writing to the State’s Office of Executive Inspector General (“OEIG”) any suspected fraud, abuse or misconduct associated with any service or function provided for under this contract by any parties directly or indirectly affiliated with this Agreement including but not limited to, Grantee staff, Grantee sub-contractor, Department employee or Department contractor. Grantee shall make this report within three (3) days of first suspecting fraud, abuse or misconduct. Grantee shall not conduct any investigation of the suspected fraud, abuse or misconduct without the express concurrence of the OEIG; the foregoing notwithstanding, the Grantee may conduct and continue investigations necessary to determine whether reporting is required under this paragraph. Grantee must report to OEIG as described...
in the first sentence above. Grantee shall cooperate with all investigations of suspected fraud, abuse or misconduct reported pursuant to this paragraph. Grantee shall require adherence with these requirements in any contracts it enters into with sub-contractors. Nothing in this paragraph precludes the Grantee or sub-contractors from establishing measures to maintain quality of services and control costs that are consistent with their usual business practices, conducting themselves in accordance with their respective legal or contractual obligations or taking internal personnel-related actions.

**Political Activity**
Programs assisted by CSBG Grant Funds shall not be carried out in a manner involving the use of grant funds for any political activity. The provision of services, or the employment or assignment of personnel in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan political activity is considered an unallowable activity. Any political activity associated with a candidate, or contending faction or group, in an election for public or party office is also not an allowable expense. In addition, any activity to provide voters or prospective voters with transportation to the polls or similar assistance with any such election, or any voter registration activity is unallowable.
Outreach Community Ministries (Sub-grantee) will operate an Employment Opportunity Program for economically disadvantaged youth and young adults who are not attending school and need to develop their job skills to attain employment.

**Persons:** 11

**CSBG Goal #:** 01

**Outcome Target:** 17

**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**
- 01.01 Unemployed youth who obtained employment to gain skills or income.
- 02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma
- 03.08 Individuals engaged with the Community Action Agency who report improved financial well-being
- 05.04 Individuals who improved skills related to the adult role of parents/caregivers

<table>
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**01.021 Career Counseling (1)**

DuPage County workNet/WIOA will assist CSBG eligible residents with CNC Computer training, Truck Driving Certification, Welding training, Healthcare training or other in demand employment training certification via WIOA (DuPage workNet).

**Persons:** 9

**CSBG Goal #:** 01

**Outcome Target:** 15

**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**
- 01.05 Unemployed adults who obtained employment (with a living wage or higher)
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
- 03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
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**01.031 Job Search (1)**

360 Youth Services (Sub-grantee) will assist homeless youth with attaining their GED's, job skills, transportation, employment and stable housing.

**Persons:** 24

**CSBG Goal #:** 01

**Outcome Target:** 38

**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**
- 01.01 Unemployed youth who obtained employment to gain skills or income.
- 02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

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05.03 Individuals who demonstrated improved mental and behaviora

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02.061 Educational Financial Aid Assistance (1)

DuPage County Department of Community Services Intake and Referral unit will provide scholarships to CSBG eligible persons for post-secondary education.

Persons: 6

Outcome Target: 6

CSBG Goal #: 01

Outcome Measure(s):

02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills

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03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days

03.03 Individuals who opened a savings account or IDA

03.04 Individuals who increased their savings

03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
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04.01 Housing Payment Assistance (1)

DuPage County Department of Community Services Housing Support unit will provide CSBG eligible clients with funding to prevent homelessness via rent assistance, association fee assistance or mortgage assistance.

Persons: 15

Outcome Target: 20

CSBG Goal #: 01

CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.
Outcome Measure(s):
04.02 A Households who maintained safe and affordable housing for 90 days
04.05 Households who avoided eviction
04.06 Households who avoided foreclosure

Catholic Charities Hope House (Sub-grantee) will provide emergency shelter, counseling, job coaching and housing assistance to homeless individuals and families. Hope House will be open 24 hours, 7 days a week.

Persons: 80
Outcome Target: 80

CSBG Goal #: 01

Outcome Measure(s):
04.01 Households experiencing homelessness who obtained safe temporary shelter

Midwest Shelter for Homeless Veterans (Sub-Grantee) will provide homeless veterans with post-traumatic stress disorder and/or substance abuse history temporary housing and supportive services to help obtain permanent housing and become economically secure.

Persons: 9
Outcome Target: 9

CSBG Goal #: 01

Outcome Measure(s):
04.01 Households experiencing homelessness who obtained safe temporary shelter
05.03 Individuals who demonstrated improved mental and behavioral health and well-being

DuPage County Health Department and DuPage County Department of Community Services Intake and Referral unit will provide assistance with prescriptions, medical supplies, dental treatment/fees, and or medical fees for CSBG eligible clients who are uninsured or lack comprehensive insurance coverage. Will also provide access to health care by assisting eligible clients in completing application for Access DuPage, ACA/Marketplace and Medicaid/Medicare.

Persons: 300
Outcome Target: 301

CSBG Goal #: 01

Outcome Measure(s):
05.02 Individuals who demonstrated improved physical health and well-being

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Health and Social/Behavioral Development (Includes nutrition)

05.061 Dental Services, Screenings and Exams (1)

Loaves & Fishes, People's Resource Center and West Suburban Community Pantry (Sub-grantees) will provide food, laundry, personal care and paper products to households in need. These three food pantries serve all residents of the County and each will receive $10,000 to provide these items to our residents: People's Resource Center Food Pantry 1000 families, West Suburban Community Pantry 600 families, and Loaves and Fishes Pantry 1000 families. West Suburban Community Pantry will receive $4000 to provide 80 eligible households with car seats or booster seats.

Persons: 2680
Outcome Target: 2680

CSBG Goal #: 01
Outcome Measure(s):
05.02 Individuals who demonstrated improved physical health and well-being
05.04 Individuals who improved skills related to the adult role of parents/caregivers

Program Support $34,000.00
Client Assistance $0.00
Administration $2,000.00
Special $0.00
Total $36,000.00

DuPage County Department of Community Services Housing and Self-Sufficiency unit will move participants away from crisis and towards self-sufficiency by providing case management, counseling, referrals and financial assistance.

Persons: 70
Outcome Target: 120

CSBG Goal #: 01
Outcome Measure(s):
01.02 Unemployed adults who obtained employment (up to a living wage)
01.08 Employed participants in a career advancement related program who entered or transitioned into a position that provided increased income and/or benefits
02.05 Parents/caregivers who improved their home environments
02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
03.08 Individuals engaged with the Community Action A

Program Support $75,000.00
Client Assistance $12,500.00
Administration $3,500.00
Special $0.00
Total $91,000.00

DuPage County Department of Community Services Intake and Referral unit will provide comprehensive assessment, intake, information, advocacy, and referral services to CSBG eligible clients.

Persons: 4800
Outcome Target: 4800

CSBG Goal #: 01
Outcome Measure(s):
06.01.C Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage

Program Support $261,588.00
Client Assistance $0.00
Administration $1,750.00
Special $0.00
Total $263,338.00
Prairie State Legal Services (Sub-grantee) will provide legal assistance to homeless individuals and families to facilitate their transition to self-sufficiency and to better enable them to secure housing.

**Persons:** 25  
**Outcome Target:** 25

**Outcome Measure(s):**  
06.01.C Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage

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**07.111 Emergency Clothing Assistance (1)**

DuPage County Department of Community Services will provide assistance to clients in need of essential items and or services such as food, gas, clothing and furniture.

**Persons:** 400  
**Outcome Target:** 400

**Outcome Measure(s):**  
03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days

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**07.121 Mediation/Customer Advocacy Interventions (1)**

DuPage Federation on Human Services Reform Open Door Program (sub-grantee) will provide emergency assistance for clients in need of essential items and or services such as housing, food, clothing, medical expenses, case management, advocacy, and initial employment expenses.

**Persons:** 120  
**Outcome Target:** 120

**Outcome Measure(s):**  
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

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**Agency Capacity Building**

**Total Persons:** 3  
**Total Outcome:** 3

**09.011 Agency Capacity Building Activities (1)**

DuPage County Department of Community Services needs to increase agency capacity building, planning and certifications/training to achieve CSBG Standards. Planning, coordination, research and training is needed to maintain CSBG Organizational Standards compliance.

**Persons:** 3  
**Outcome Target:** 3

**CSBG Goal:** CSBG Eligible Entity Capacity Building
**Outcome Measure(s):**  
00.02 Hours of Agency Staff in capacity building activities

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**Grant 18-231028 Work Program Totals**

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Attachment B. Uniform Grant Budget
## Section A: State of Illinois Funds

### Revenues

**State of Illinois Grant Amount Requested**

$1,039,715.00

### Budget Expenditure Categories

1. **Personnel (200.430)**
   - **0101 PERSONNEL (SALARIES & WAGES)**
     - **Summary:** $402,547.00
     - **Detail:** $402,547.00

2. **Fringe Benefits (200.431)**
   - **0102 FRINGE BENEFITS**
     - **Summary:** $146,773.00
     - **Detail:** $146,773.00

3. **Travel (200.474)**
   - **0103 TRAVEL**
     - **Summary:** $6,300.00
     - **Detail:** $6,300.00

4. **Equipment (200.439)**
   - **Summary:** $2,760.00
   - **Detail:** $2,760.00

5. **Supplies (200.94)**
   - **0105 SUPPLIES**
     - **Summary:** $270,385.00
     - **Detail:** $270,385.00

6. **Contractual/Subawards (200.318 and .92)**
   - **0106 CONTRACTUAL SERVICES**
     - **Summary:** $1,700.00
     - **Detail:** $1,700.00

7. **Consultant (200.459)**
   - **Summary:** $4,800.00
   - **Detail:** $4,800.00

8. **Construction**
   - **Summary:** $32,300.00
   - **Detail:** $32,300.00

9. **Occupancy (200.465)**
   - **Summary:** $7,900.00
   - **Detail:** $7,900.00

10. **Research and Development (200.87)**
    - **Summary:** $120,000.00
    - **Detail:** $120,000.00

11. **Telecommunications**
    - **0111 TELECOMMUNICATIONS**
      - **Summary:** $1,700.00
      - **Detail:** $1,700.00

12. **Training and Education (200.472)**
    - **0112 TRAINING AND EDUCATION**
      - **Summary:** $4,800.00
      - **Detail:** $4,800.00

13. **Direct Administrative Costs (200.413)**
    - **0313 DIRECT ADMINISTRATIVE COSTS**
      - **Summary:** $32,300.00
      - **Detail:** $32,300.00

14. **Miscellaneous Costs**
    - **0114 MISCELLANEOUS COSTS**
      - **Summary:** $7,900.00
      - **Detail:** $7,900.00

15. **Grant Exclusive Line Item(s)**
    - **0201 CLIENT ASSIST. - BENEFITS**
      - **0402 SPECIAL - T&TA**
        - **0403 SPECIAL - ECON DEV/JOB TRAIN**
          - **Summary:** $164,250.00
          - **Detail:** $164,250.00

16. **Total Direct Costs (add lines 1-15)**
    - **Summary:** $1,039,715.00
    - **Detail:** $1,039,715.00

17. **Total Indirect Costs (200.414)**
    - **Rate:** N/A 
    - **Base:** N/A

18. **Total Costs State Grant Funds (Lines 16 and 17)**
    - **Summary:** $1,039,715.00
    - **Detail:** $1,039,715.00
Grantee: DuPage County

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;

b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or

c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

Select ONLY One:

1) [ ] Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.

2a) [ ] Our Organization currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendix IV(c)(2)(c).

2b) [ ] Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.

3) [ ] Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CFR 200.414 (C)(4)(f) and 200.68.

4) [ ] For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

[ ] is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(S); or

[ ] complies with other statutory policies.

Rate: __________%  

5) [ ] No reimbursement of Indirect Cost is being requested.

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered By NICRA: From: __________ To: __________  Approving Federal or State Agency: ____________________________  

Indirect Cost Rate: __________%  The Distribution Base Is: ____________________________
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization: DuPage County
Signature: ____________________________
Printed Name: MARY A. KEATING
Title: Director
Phone: (630) 407-6457
Date: 1/17/18

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.
## Agency Approval

<table>
<thead>
<tr>
<th>Organization Name: DuPage</th>
<th>CSFA Description: Community Services Block Grant</th>
<th>NOFO #</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSFA Number: 420-75-0091</td>
<td>DUNS#</td>
<td>Fiscal Year(s): 2018</td>
</tr>
<tr>
<td>Grant Number: 18-231028</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Final Budget Amount Approved**

<table>
<thead>
<tr>
<th>Program Approval Signature</th>
<th>Date</th>
<th>Fiscal &amp; Administrative Approval Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,039,715</td>
<td>1/2/18</td>
<td>Signature on File</td>
<td>1/2/18</td>
</tr>
</tbody>
</table>

**Budget Revision Approved**

<table>
<thead>
<tr>
<th>Program Approval Signature</th>
<th>Date</th>
<th>Fiscal &amp; Administrative Approval Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Signature on File</td>
<td></td>
</tr>
</tbody>
</table>

### §200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.
Attachment C. Exhibit H Continued

Special Conditions
<table>
<thead>
<tr>
<th>PRAQ Section:</th>
<th>2b - History of Performance - External</th>
</tr>
</thead>
<tbody>
<tr>
<td>Problem for</td>
<td>The grantee indicated that more than 20% of their Community Service Block Grant (CSBG) award is subcontracted to another entity. Along with that, the subcontracted entity performs programmatic responsibilities such as: participant eligibility determination, performance reporting, and &quot;program delivery, and financial reporting. Eligibility includes but is not limited to: intake and determination of eligibility of applicants applying for CSBG services. Performance reporting includes but is not limited to; the reporting of progress toward completion of the CSBG work program to meet scope and performance measures. Program delivery may include, but is not limited to: subcontracted intake and approval, provisions of services based on the work program definitions. Financial reporting includes but is not limited to; maintain audit trail and process any and all financial transaction required for the work program. Provide details regarding financial for the work program to meet performance measures defined within the work program.</td>
</tr>
<tr>
<td>Clarification/Resolution:</td>
<td>The grantee must demonstrate adequate oversight and monitoring of sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract(s).</td>
</tr>
<tr>
<td>Conditions:</td>
<td>Medium to high risk indicates limited experience with sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract awards. This increases the likelihood of compliance and/or performance issues with the third-party entity.</td>
</tr>
<tr>
<td>Risk Explanation:</td>
<td>The grantee must also provide documented proof of onsite monitoring and audits efforts performed to ensure that the subcontracted entity is compliant with the conditions of the contract and all programmatic requirements.</td>
</tr>
<tr>
<td>How to Resolve:</td>
<td>The grantee must provide activity reports for the sub-grantee as an addendum to the programmatic quarterly report. Documentation of onsite monitoring must be made available upon request. The reports are due 30 days after the end of each quarter.</td>
</tr>
<tr>
<td>Timeframe:</td>
<td></td>
</tr>
</tbody>
</table>

Packet Pg. 547
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

**NONE (check here) - If no contributions have been made**

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**NONE (check here) - If no contacts have been made**

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature

Printed Name: Anne E. O'Dell

Title: Executive Director

Date: Jan 26, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
AWARDING RESOLUTION ISSUED
TO WEST SUBURBAN COMMUNITY PANTRY
TO PROVIDE FOOD, DIAPERS, AND CAR SEATS
TO LOW INCOME RESIDENTS IN DUPAGE COUNTY
(SUB-GRANTEE AGREEMENT TOTAL AMOUNT $40,500.00)

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

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of a sub-grantee contract to West Suburban Community Pantry, to provide food, diapers, and car seats to low income residents in DuPage County, for the period January 1, 2018 through December 31, 2018, for Community Services, under the Community Services Block Grant.

Now, THEREFORE BE IT RESOLVED that County sub-grantee contract covering said, to provide food, diapers, and car seats to low income residents in DuPage County, for the period January 1, 2018 through December 31, 2018, for Community Services through the Community Services Block Grant, be, and it is hereby approved for the issuance of a sub-grantee contract by the Procurement Division to West Suburban Community Pantry, 6809 Hobson Valley Drive #118, Woodridge, IL 60517, for a total amount of $40,500.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). (Grant funded)

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

__________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ______________________________
PAUL HINDS, COUNTY CLERK
### PROCUREMENT REVIEW CHECKLIST REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 5, 2018</td>
<td>$40,500</td>
<td>HEALTH &amp; HUMAN SERVICES</td>
</tr>
<tr>
<td>CONTRACT TERM</td>
<td>1/1/2018 - 12/31/2018</td>
<td></td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

**Decision Memo Required**

Other Professional Services - Detailed Vetting Process Required

- **Mary Keating**
  - Completed 02/05/2018 12:43 PM

- **Karen Graczyk**
  - Completed 02/06/2018 9:47 AM

- **Kathy Ostrowski**
  - Completed 02/07/2018 12:24 PM

- **James McGuire**
  - Completed 02/07/2018 4:51 PM

- **Paul Rafac**
  - Completed 02/13/2018 7:53 AM

- **Tom Cuculich**
  - Completed 02/13/2018 2:32 PM

- **Kathy Ostrowski**
  - Completed 02/14/2018 2:04 PM

- **Health & Human Services**
  - Completed 02/20/2018 10:15 AM

- **Finance Committee**
  - Pending 02/27/2018 8:00 AM

- **County Board**
  - Completed 02/27/2018 10:00 AM
### Purchase Requisition
**Procurement Services Division**

**Date:** Feb 5, 2018

**MinuteTraq (IQM2) ID #:** 11940

**Department Req #:**

**RFP, Bid or Quote #:**

---

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor #: 13015</th>
</tr>
</thead>
<tbody>
<tr>
<td>West Suburban Community Pantry</td>
<td></td>
</tr>
</tbody>
</table>

**Attn:** Laura Traut-Coyle  
**Email:**

**Address:** 6809 Hobson Valley Drive, #118  
**City:** Woodridge  
**State:** IL  
**Zip:** 60517  
**Phone:** 630-512-9921 Ext. 201  
**Fax:**

**Send Invoices To:**

<table>
<thead>
<tr>
<th>Department</th>
<th>Division</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Services</td>
<td>CSBG Grant</td>
</tr>
</tbody>
</table>

**Attn:** Gina Strafford-Ahmed  
**Email:** gina.strafford@dupageco.org

**Address:** 421 N. County Farm Road  
**City:** Wheaton  
**State:** IL  
**Zip:** 60187  
**Phone:** 630-407-6444  
**Fax:**

**Send Payments To:**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor #: 13015</th>
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</thead>
<tbody>
<tr>
<td>West Suburban Community Pantry</td>
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**Address:** 421 N. County Farm Road  
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**State:** IL  
**Zip:** 60187  
**Phone:** 630-407-6444  
**Fax:**

**Ship To:**

<table>
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**Email:** gina.strafford@dupageco.org

**Address:** 421 N. County Farm Road  
**City:** Wheaton  
**State:** IL  
**Zip:** 60187  
**Phone:** 630-407-6444  
**Fax:**

---

**Payment Terms**  
**F.O.B.** PO 20 Delivery Date  
**Requisitioner**

**PER 50 ILCS 505/1**  
**Destination**

**Use for PO25 only**

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Sub-grantee agreement purchase order to provide food, diapers, and car seats low income households in DuPage County.</td>
<td>18</td>
<td>5000</td>
<td>1650</td>
<td>53830</td>
<td>18-231028 53830</td>
<td>40,500.00</td>
<td>40,500</td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total:** $ 40,500

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

Please return a copy of the Purchase order to Gina Strafford-Ahmed in Community Services and Michelle Tunk in Finance.

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions and Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor</th>
<th>West Suburban Community Pantry</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor #:</td>
<td>13018</td>
</tr>
<tr>
<td>Dept:</td>
<td>Community Services</td>
</tr>
<tr>
<td>Contact</td>
<td>Gina Strafford-Ahmed</td>
</tr>
<tr>
<td>Phone:</td>
<td>6444</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**

Provide food, diapers and car seats to low income residents of DuPage County.

**Reason for Procurement**

$40,500 in CSBG funds will assist 1935 low income households.

**FUNDING SOURCE**

- Budgeted for (FY and budget code(s)): 2018 CSBG 5000-1650

**DECISION MEMO NOT REQUIRED**

- LOWEST RESPONSIBLE QUOTE # or BID # ____________ (QUOTE < $25,000, BID > $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ___________________________ ☐ Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- PER 55 ILS S5/10-22 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 ☐ Public Utility
- PER 55 ILS S5/10-22 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # __________________________ (include Evaluation Summary if applicable)
- RENEWAL OF RFP # __________________________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # ________________

**PREPARED BY AND APPROVAL(S) (Initials Only)**

- Prepared By:  
  - Jan 26, 2018
- Recommended for Approval:  
  - Jan 26, 2018
- IT Approval, if required:  
  - Jan 26, 2018

**REVIEWED BY (Initials Only)**

- Buyer: 
  - 2/7/18
- Chief Financial Officer: 
  - 2/12/18
- Procurement Officer:  
  - 3/7/18
- Chairman's Office (Decision Memos Over $25,000):  
  - 2/13/18

---

*Packet Pg. 552*
**Decision Memo**

**Procurement Services Division**

This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

<table>
<thead>
<tr>
<th>Requesting Department: Community Services</th>
<th>Department Contact: Gina Straford-Ahmed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:gina.straford@dupageco.org">gina.straford@dupageco.org</a></td>
<td>Contact Phone: 6444</td>
</tr>
<tr>
<td>Vendor Name: West Suburban Community Pantry</td>
<td>Vendor #:</td>
</tr>
</tbody>
</table>

**Packet Pg. 553**

**Action Requested** - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Approval for sub-grant via the Community Services Block Grant (CSBG) Program to provide food, fresh milk and eggs, diapers and wipes and car seats for low income County residents. $40,500 is needed to support the program. This is an increase of $30,500.

**Summary Explanation/Background** - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

CSBG grant funds are needed to support low income residents with food to prevent hunger, infant care items and car seats to promote child safety in DuPage County.

**Strategic Impact**

| Quality of Life | Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation. |

1.2 Maintain the county wide safety net to help people escape poverty, maximize independence, and achieve economic self-sufficiency: Program will address each of these areas with a focus on economic self-sufficiency.

**Source Selection/Vetting Information** - Describe method used to select source.

This is a sub-grant exempt from bidding. They will provide direct services for the County’s CSBG program and will maintain all records and financial documents. West Suburban Community Pantry is one of 3 food pantries that serve the whole County. They partner with Community Services and the Northern Illinois Food Bank to provide services to the community. CSBG funding is earmarked for the 3 pantries that serve the county.

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1) Fund West Suburban Community Pantry at $40,500 to provide food to 1,800 households, 100 car seats and 135 households assisted with diapers and wipes.

2) If funds are not provided, 1,935 households would not have the basic food resources and diapers to maintain their households.

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

- CSBG Grant Funds 1/1/17-12/31/17 $40,500
- CSBG Grant Funds 1/1/16-12/31/17 $10,000
- CSBG Grant Funds 1/1/16-12/31/17 $10,000
- CSBG Grant Funds 1/1/15-3/31/16 $10,000
- CSBG Grant Funds 1/1/16-3/31/16 $10,000

Projected to fund this program for the next 5 years at $10,000 per fiscal year.
January 25, 2018

Dear Gina,

The West Suburban Community Pantry is requesting $40,500 from the Community Service Block Grant to allow us to fill a critical need that individuals, especially children, receive appropriate foods and resources which nourish their development and stabilize their lives.

The West Suburban Community Pantry traces its roots to a small pantry dating back to the 1970's. We are dedicated to providing food for the hungry and resources to help empower those in need to improve their quality of life. We educate the donor community about existing needs and supporting advocacy efforts for the hungry. We also work hard to encourage volunteerism and the sharing of resources.

The West Suburban Community Pantry operates year-round for client services. The goal of our pantry program is that clients receive at least 125 pounds of nutritionally balanced food each month, including fresh produce, meat and dairy in a full order. In Fiscal Year 2017 (July 1, 2016 through June 30, 2017) we distributed 1.4 million pounds of food. Our supplemental programs provide incremental food resources for vulnerable populations such as children and the elderly as well as budget relieving critical resources such as diapers and car seats.

During FY 17, we served over 40,000 people one third of which were children. This averages out to more than 3,300 people per month. In November of the past fiscal year, we added an incremental service to our pantry schedule which allows clients to visit our program two times per month for a full food order. Approximately 25% of our clients are taking advantage of this opportunity.

Our goal is that each household we serve will receive a gallon of milk, a dozen eggs, sufficient whole grains like brown rice or pasta, canned meats and low sodium and fat free soups with their full order at each visit in addition to fresh fruits and vegetables.

During this fiscal year, and with the help of a Community Service Block Grant, we provided 100 car seats to qualifying families. We also supplied diapers and wipes to more than 1,250 families in need.

With the gift of $40,500 we will allocate $30,000 to provide food assistance to 1,800 households in DuPage County between 2/1/18 and 12/31/18. Each household will be screened and complete the intake assessment during their visit. The funds received from the Community Service Block Grant will be used to secure food through Northern Illinois Food Bank and other channels, and will serve only DuPage County residents.

West Suburban Community Pantry is a tax exempt organization as described in Section 501(c)(3) of the Internal Revenue Code.

West Suburban Community Pantry
Nourishing Our Neighbors Through Sustenance and Support
West Suburban Community Pantry
*Nourishing Our Neighbors Through Sustenance and Support*

We offer food for the hungry and resources to empower persons to improve their quality of life.

*Our vision is a community without hunger.*

County residents. WSCP will also provide sign in sheets and/or Northern Illinois Food Bank service reports totaling over 1,800 households for verification covering the time period of 2/1/18 to 12/31/18 by 1/15/19.

With the remaining $10,500 we will allocate the following for services to be provided from 2/1/18 to 12/31/18:

- $5,000 to provide 100 car seats to families in need
- $5,500 to supply 135 families with diapers and wipes

With each of these programs, WSCP will provide accurate and comprehensive reporting to DuPage County detailing the number of residents served and the service provided.

**Our clients are food insecure residents of DuPage County, with limited income and resources. 74% are at 0-30% of MFI, 22% at 31-50%. 39% are children, 12% senior citizens. 28% of the households are headed by single females and 29% have one or more persons with a disability. They are racially diverse: 33% African American, 35% Caucasian, 22% Hispanic, 5% mixed race and 4% Asian.**

Thank you for your consideration. We value our partnership with DuPage County and appreciate the support the Community Service Block Grant provides for our neighbors in need.

Sincerely,

Laura Coyle
Executive Director

West Suburban Community Pantry is a tax exempt organization as described in Section 501(c)(3) of the Internal Revenue Code

6809 Hobson Valley Drive #118 • Woodridge Illinois 60517 • 630.512.9921 • www.wcpinc.org
AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND WEST SUBURBAN COMMUNITY PANTRY FOR COMMUNITY SERVICE BLOCK GRANT FUNDS

This AGREEMENT is entered into this 1st day of January, 2018, by and between the COUNTY OF DUPAGE, ILLINOIS ("COUNTY"), a body politic and corporate, with offices located at 421 N. County Farm Road, Wheaton, Illinois, 60187, and WEST SUBURBAN COMMUNITY PANTRY (hereinafter called "SUBGRANTEE"), located at: 6809 Hobson Valley Drive #118, Woodridge, IL 60517.

SECTION I

STATEMENT OF PURPOSE

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

SECTION II

REQUIREMENTS OF SUBGRANTEE

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

1. SUBGRANTEE will provide food assistance for approximately 1,800 households and diapers and wipes to 135 households;
2. SUBGRANTEE will screen households and complete food pantry intake/assessments on approximately 1,935 households;
3. SUBGRANTEE will purchase food through the Northern Illinois Food Bank;
4. SUBGRANTEE will serve any resident of DuPage County, no DuPage County village or city boundary restriction;
5. SUBGRANTEE will provide NIFB reporting totaling 1,935 for verification of food pantry use by December 31, 2018.
6. SUBGRANTEE will provide car seats or booster seats to approximately 100 households;
7. SUBGRANTEE will obtain proof of client’s 90-day income, residency and proof of household members and maintain said information in the client’s file for the car seat program;
8. Comply with all assurances as further detailed in Exhibit "A," attached hereto and incorporated herein as part of this Agreement.

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

AMOUNT OF THE GRANT

The COUNTY shall grant to SUBGRANTEE, as full payment for all activities to be performed by SUBGRANTEE pursuant to this AGREEMENT, a maximum compensation of $40,500.00 to purchase food and household goods for the food pantry program as well as car seats, diapers and wipes. Upon execution of the grant the SUBGRANTEE will invoice DuPage County Community Services for $20,000 by March 31, 2018. The remaining $20,500 may be invoiced after July 1, 2018. Funds must be reported out and expended by December 31, 2018.

SECTION IV

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

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

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

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

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

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

SECTION V

TIMELY COMPLETION OF PROJECT
Time is of the essence in this AGREEMENT, SUBGRANTEE shall complete all activities described herein by December 31, 2018.

SECTION VI

CONDITIONS OF GRANT

A. Assurances: The SUBGRANTEE assures the COUNTY that it will comply with the laws, regulations and orders identified in Exhibit "B" attached hereto and made a part of this AGREEMENT. (January 1, 2018 - December 31, 2018)

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

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

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

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

F. Retention of Records: The SUBGRANTEE shall maintain records to show costs incurred that describe the work already performed and anticipated during the coming time period. Upon fifteen (15) day notice from the COUNTY, all billings, and other documentation shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North COUNTY Farm Road, Wheaton, Illinois. The SUBGRANTEE shall maintain supporting documentation for five (5) years after the final audit of the grant is completed.

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

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

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

I. Federal award identifying information:
   - CFDA #: 93.569
   - CFDA Title: Community Services Block Grant
   - Award #: G-13B1ILCOSR
   - Federal Awarding Agency: Department of Health and Human Services

SECTION VII

SUBGRANTEE shall at all times observe and comply with Title 21 CIR Part 570 and all applicable laws, ordinances or regulations of the Federal, State, COUNTY and local government which may in any manner affect the performance of this AGREEMENT, including Community Services Block Grant CSBG Grant No. 18-231028 which is incorporated into and made a part of this AGREEMENT and is attached hereto as Exhibit C, and the SUBGRANTEE shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the Federal Government.

SECTION VIII

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

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

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

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

SECTION IX
REPORTING REQUIREMENTS

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

SECTION X
AMENDMENTS

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

SECTION XI
FINANCIAL ASSISTANCE AGREEMENT

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

SECTION XII
INDEMNIFICATION

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

SECTION XIII
TERMINATION

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

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

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

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

SECTION XIV

ASSIGNMENT

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

SECTION XV

UNAVOIDABLE DELAY

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

SECTION XVI

SEVERABILITY

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

SECTION XVII

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

SECTION XVIII

RELATIONSHIP OF THE PARTIES

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

SECTION XIX

NOTICE

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

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

TO: West Suburban Community Pantry
6809 Hobson Valley Drive #118
Woodridge, IL 60517
Attention: Laura Traut-Coyle, Executive Director

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

HEADINGS

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

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

COUNTY OF DUPAGE
("COUNTY")

BY: ________________________________________ DATE: ______________
    DANIEL J. CRONIN, CHAIRMAN
    DUPAGE COUNTY BOARD

ATTEST: ________________________________________ DATE: ______________
    PAUL HINDS, COUNTY CLERK

WEST SUBURBAN COMMUNITY PANTRY
("SUBGRANTEE")

BY: ________________________________________ DATE: ______________
    Signature on File
    EXECUTIVE DIRECTOR

TITLE:

ATTEST: ________________________________________ DATE: ______________
    Signature on File
    [Signature]
EXHIBIT A

ASSURANCES

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

1. It possesses legal authority to apply for the Grant and to execute the proposed program.

2. It has reviewed and accepted the Grant Agreement in its entirety, including all understandings and assurances contained therein, and directing and designating the authorized representative of the SUBGRANTEE to act in connection with the Grant Agreement and to provide such additional information as may be required.

3. It agrees that no funds granted hereunder shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office, nor shall they be used in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.

4. The grant will be conducted and administered in compliance with:
   a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance.
   b) Section 677, (a) of the Community Services Block Grant Act, which provides that no person shall be excluded on the grounds of race, color, national origin, or sex from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity funded in whole or in part with funds made available under the program. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program activity.
   c) Title VII of the Civil Rights Act of 1968 (P.L. 90-824) as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the applicant's jurisdiction.
   d) Executive Order 11246, and all regulations issued pursuant thereto (CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training and apprenticeship.

5. The SUBGRANTEE agrees to take affirmative action to ensure that no unfair practice is committed, in accordance with the Illinois Human Rights Act. (Illinois Revised Statute Chapter 68, Section 1-10 etc. seq.).
EXHIBIT B

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

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

The SUBGRANTEE shall cause or require to be inserted in full or any contract and subcontract for work, or modification thereof, all applicable Federal Equal Employment Opportunity Provisions.
EXHIBIT C
SEE ATTACHMENT
INTER-GOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND

DuPage County

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at 500 E Monroe St, Springfield, IL 62701, and DuPage County (Grantee), with its principal office at 421 North County Farm Road, 3rd Floor, Wheaton, IL 60187-3978, and payment address (if different than principal office) at N/A, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS

RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I

AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. **DUNS Number; SAM Registration; Nature of Entity.** Under penalties of perjury, Grantee certifies that 135836026 is Grantee’s correct DUNS number, that 366006551 is Grantee’s correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- [ ] Individual
- [ ] Sole Proprietorship
- [ ] Partnership
- [ ] Corporation (Includes Not For Profit)
- [x] Governmental Unit
- [ ] Medical Corporation
- [ ] Estate or Trust
- [ ] Pharmacy-Non Corporate
- [ ] Pharmacy/Funeral Home/Cemetery Corp.
- [ ] Tax Exempt
- [ ] Limited Liability Company (select applicable tax classification)

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

1.2. **Amount of Agreement.** Grant Funds shall not exceed $1,039,715.00 of which $1,039,715.00 are federal funds. Grantee agrees to accept Grantor’s payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.
1.3. **Identification Numbers.** If applicable, the Federal Award Identification Number (FAIN) is G-18B11LC0SR, the Federal awarding agency is Department Of Health And Human Services, and the Federal Award date is 10/01/2017. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Community Services Block Grant and Number is 93.569. The Catalog of State Financial Assistance (CSFA) Number is 420-75-0091.

1.4. **Term.** This Agreement shall be effective on 01/01/2018 and shall expire on 12/31/2018, unless terminated pursuant to this Agreement.

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

1.6. **Signatures.** In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY**

By: ______________________________
Signature of Sean McCarthy, Director

Date: ______________________________
Printed Name: ______________________________
Printed Title: ______________________________

By: ______________________________
Signature of Designee

Date: ______________________________
Printed Name: ______________________________
Printed Title: ______________________________

**DUPAGE COUNTY**

By: ______________________________
Signature of Authorized Representative

Date: ______________________________
Printed Name: Mary Keating
Printed Title: Director
Email: Mary.Keating@dupageco.org

By: ______________________________
Signature of First Other Approver, if Applicable

Date: ______________________________
Printed Name: ______________________________
Printed Title: ______________________________

By: ______________________________
Signature of Second Other Approver, if Applicable

Date: ______________________________
Printed Name: ______________________________
Printed Title: ______________________________

**State of Illinois**

INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017
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ARTICLE II
REQUIRED REPRESENTATIONS

2.1. **Standing and Authority.** Grantee warrants that:

(a) Grantee is validly existing and in good standing, if applicable, under the laws of the State in which it was incorporated, organized or created.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. **Compliance with Internal Revenue Code.** Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. **Compliance with Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to $25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. **Compliance with Uniform Grant Rules (2 CFR Part 200).** Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. **Compliance with Registration Requirements.** Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee’s responsibility to remain current with these registrations and requirements. If Grantee’s status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.
ARTICLE III
DEFINITIONS

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:


"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Consolidated Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.
"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Net Revenue" means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit.”

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Profit" means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue.”

"Program” means the services to be provided pursuant to this Agreement.

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

"Program Income” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"SAM" means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State” means the State of Illinois.

"Term” has the meaning set forth in Paragraph Error! Reference source not found... Reference source not found.

"Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.
Article IV
PAYMENT

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

4.2. Illinois Grant Funds Recovery Act. Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 et seq.). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable Federal laws or regulations.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

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

4.6. Interest.
   (a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in PART TWO or PART THREE. 30 ILCS 705/10.
   (b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.
   (c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017
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Illinois State Collection Act of 1986, 30 ILCS 210; See also 30 ILCS 705/10.

4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in PART TWO or PART THREE. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor’s approval of Grantee’s request for an extension shall not be unreasonably withheld.

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

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including Exhibit A (Project Description) and Exhibit B (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State’s Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in PART TWO (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in PART THREE.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in Exhibit G. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI
BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

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6.2. **Budget Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. **Discretionary Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor’s approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. **Non-discretionary Line Item Transfers.** Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. **Notification.** Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII
ALLOWABLE COSTS

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

7.2. **Indirect Cost Rate Submission.**

(a) This Paragraph 7.2 applies only to:

(i) A Grantee who charges, or expects to charge, any Indirect Costs; and
(ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments.

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for institutions of higher education.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(b)).

7.3. **Transfer of Costs.** Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.
7.4. **Higher Education Cost Principles.** The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. **Government Cost Principles.** The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

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

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity’s organization (Paragraphs 7.4 through 7.5).

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

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

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

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

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.
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(e) Cash Management. Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. Federal Requirements. All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

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

7.9. Management of Program Income. Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII
REQUIRED CERTIFICATIONS

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

(a) Bribery. Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) Bid Rigging. Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) Debt to State. Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) Educational Loan. Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).

(e) International Boycott. Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 et seq. or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) Dues and Fees. Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discrimines (775 ILCS 25/1 et seq.).

(g) Pro-Children Act. Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug-free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

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

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

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).

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

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the Program, 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 Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

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

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

**ARTICLE IX**
**CRIMINAL DISCLOSURE**

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

**ARTICLE X**
**UNLAWFUL DISCRIMINATION**

10.1. **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);


(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (42 USC 12101 et seq.); and

(f) The Age Discrimination Act (42 USC 6101 et seq.).
ARTICLE XI
LOBBYING

11.1. **Improper Influence.** Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

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

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

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

11.5. **Subawards.** Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

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

ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. **Records Retention.** Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. **Accessibility of Records.** Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, State of Illinois
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the Grantor’s Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. **Failure to Maintain Books and Records.** Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. **Monitoring and Access to Information.** Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor’s request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

**ARTICLE XIII**

**FINANCIAL REPORTING REQUIREMENTS**

13.1. **Required Periodic Financial Reports.** Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327.

13.2. **Close-out Reports.**

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. **Annual Financial Reports.**

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee’s fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee’s tax return.
(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

ARTICLE XV
AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor’s Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of the audit period.

(b) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends more than $300,000 in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

(ii) If, during its fiscal year, Grantee expends less than $300,000 in Federal and State Awards, but the total revenue it receives is in excess of $300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) 180 days after the end of the audit period.

15.3. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor’s most recent peer review report and acceptance letter.

15.4. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days’ prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 17 of 46
partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

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

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

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

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

16.3. Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341.

16.5. Effects of Suspension and Termination.

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

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 18 of 46
after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

ARTICLE XVIII
NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee’s legal status, Federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days’ prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee’s failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee’s ability to perform this Agreement.

18.4. Circumstances Affecting Performance: Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee’s ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee’s ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.
ARTICLE XIX
STRUCTURAL REORGANIZATION

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, PART TWO or PART THREE may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI
CONFLICT OF INTEREST


21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an Instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or $106,447.20 (30 ILCS 500/50-13). An Instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII
EQUIPMENT OR PROPERTY

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the...
transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. **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, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. **Equipment and Procurement.** Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

**ARTICLE XXIII**

**PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. **Publications, Announcements, etc.** Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

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

**ARTICLE XXIV**

**INSURANCE**

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

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

25.1. **Independent Contractor.** Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee’s use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. **Liability.** Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party’s agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI
MISCELLANEOUS

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

26.2. **Access to Internet.** Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. **Exhibits and Attachments.** Exhibits A through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. **Assignment Prohibited.** Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee’s rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

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

26.6. **Severability.** If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. **No Waiver.** No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party’s right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. **Applicable Law; Claims.** This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does State of Illinois

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not waive sovereign immunity by entering into this Agreement.

26.9. **Compliance with Law.** This Agreement and Grantee’s obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. **Compliance with Confidentiality Laws.** If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

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

26.12. **Precedence.** In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

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

26.14. **Entire Agreement.** Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

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

26.16. **Attorney Fees and Costs.** Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys’ fees, costs and expenses associated with such proceedings.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Grant Activities described on this Exhibit A, the Deliverables and Milestones listed on Exhibit B and the Performance Measures listed on Exhibit E within the term of this Agreement, as provided in paragraph 1.4, herein.

AUTHORITY:

The Department is authorized to make this Grant pursuant to 42 U.S.C.A. 9901 et seq. and 20 ILCS 625.

The purpose of this authority is as follows:

Provide grants to Community Action Agencies for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient.

PROJECT DESCRIPTION:

Program Objective

Grantee must use Grant Funds provided under this Agreement for the Community Services Block Grant ("CSBG") program to develop and implement programs to assist low-income Illinois residents in working towards family stabilization and self-sufficiency pursuant to Exhibit B and the Grant-specific terms/conditions in Article XII. For carrying out such program objectives, the total compensation and reimbursement payable by the Department to the Grantee shall be in compliance with and not exceed the amount specified in the Budget (Attachment B). The Department shall distribute/pay the total amount of the Grant Funds to the Grantee in accordance with this Grant Agreement, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75 et. seq.), Subpart I of the Department of Health and Human Services Block Grant Regulations (45 CFR Part 96 et. seq.), the Community Opportunities, Accountability, and Training and Educational Services Act of 1998 (42 U.S.C.A. §9901 et seq), the Uniform Administrative Requirement for Grants and Cooperative Agreements to State, Local and Tribal Governments (45 CFR Part 92 et. seq.) (the "CSBG Act"), the Illinois Economic Opportunity Act (20 ILCS 625), the Illinois Administrative Rules for the State Administration of the Federal Community Services Block Grant Program (47 Ill. Adm. Code 120), the Department’s Annual Consolidated Plan, and any other regulations and policies promulgated 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 modifications to this Agreement shall be incorporated in accordance with the applicable provisions herein, including but not limited to Sections 5.2 and 6.2.
EXHIBIT B

DELIVERABLES OR MILESTONES

See Attachment A, CSBG Work Program Summary.
EXHIBIT C

PAYMENT

Grantee shall receive $1,039,715.00 under this Agreement.

Enter specific terms of payment here:

The Award amount listed above is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement

Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Granter. Payment shall be initiated upon the Granter's approval of eligible costs and cash amount requested for reimbursement of those costs.

Pre-Award Costs

Reimbursement of costs incurred prior to the start of the Grant Term provided in paragraph 1.4, herein may be allowed only if specifically provided for in the Project Description (Exhibit A), as approved by the Granter in its sole discretion. If not clearly identified in the Project Description (Exhibit A), any costs incurred prior to the Grant Term will be disallowed. Pre-award costs will only be allowed if the costs are directly pursuant to the negotiation and in anticipation of the Award, where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Award. 2 CFR 200.458.

See Attachment B. Uniform Grant Budget
CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

The Grantee acknowledges and agrees that its address set forth below 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 Grantor 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 Grantor of its current/last known address. In the event that the Grantee changes its current address, it shall contact its Grant Manager and notify him or her of said change of address and a formal modification will be executed.

GRANTOR CONTACT

Name: Jennifer Barnes  
Title: Grant Manager  
Address: 500 E Monroe St  
Springfield, IL 62701  
Phone: 217-558-0480  
TTY#: (800) 785-6055  
Fax#: N/A  
Email Address: Jennifer.Barnes@illinois.gov

GRANTEE CONTACT

Name: Mary Keating  
Title: Director  
Address: 421 North County Farm Road  
3rd Floor  
Wheaton, IL 60187-3978  
Phone: 630-407-6420  
TTY#: N/A  
Fax#: 630-407-6501  
Email Address: Mary.Keating@dupageco.org

The following are designated as Authorized Designee(s) for the Grantee (See Part Two, Article XXVII):

Authorized Designee:  
Authorized Designee Title:  
Authorized Designee Phone:  
Authorized Designee Email:  
Authorized Designee Signature:  
Authorized Signatory Approval:  

Authorized Designee:  
Authorized Designee Title:  
Authorized Designee Phone:  
Authorized Designee Email:  
Authorized Designee Signature:  
Authorized Signatory Approval:  

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Illinois Department of Commerce and Economic Opportunity

Notification of Additional Authorized Designee

Grantee Name: DuPage County Department of Community Services

DCEO Grant Number(s): 18-231028

Authorized Signatory: Mary A. Keating, Director
(Printed Name and Title)

Date: 9/25/17

Pursuant to the above referenced grant agreement(s), the Authorized Signatory may assign Authorized Designees to submit materials to the Department by submitting written notice. In processing the above referenced grant(s) and related documentation, the Department will only accept materials signed by the Authorized Signatory or Designee(s). By submitting this form, the Authorized Signatory of the above referenced grant(s) is providing notice that the following person(s) be named an Authorized Designee for the above referenced grant(s). The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below.

Authorized Designee: Gina Strafford-Ahmed
Authorized Designee Title: Administrator Intake & Referral, CSBG Coordinator
Authorized Designee Phone: (630) 407-6444

Authorized Designee Signature: Signature on File

Authorized Signatory Approval: Signature on File

Authorized Designee: Lisa Hamilton
Authorized Designee Title: I&R Coordinator
Authorized Designee Phone: (630) 407-6416

Authorized Designee Signature: Signature on File

Authorized Signatory Approval: Signature on File

Authorized Designee: Michelle Tunk & Kim Mehring
Authorized Designee Title: Assistant Financial Services Administrator
Authorized Designee Phone: (630) 407-6145 or (630) 407-6165

Authorized Designee Signature: Signature on File

Authorized Signatory Approval: Signature on File
Authorized Designee: Jennifer Pitsenbarger
Authorized Designee Title: Division I Assistant
Authorized Designee Phone: (630) 407-6421

Authorized Designee Signature: 
Authorized Signatory Approval: Signature on File 

Note that the Department will continue to accept documentation submitted from all Authorized Designee(s) until notified to the contrary in writing signed by the Authorized Signatory.
GRANTOR CONTACT FOR AUDIT QUESTIONS—AUDIT UNIT

Name: James Misch  
Email: externalauditunit@illinois.gov  
Phone: (312) 814-4057  
Fax: (312) 793-0338  
Address: 100 West Randolph  
Suite 3-400  
Chicago, IL 60601

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Lisa Hodson  
Email: Lisa.Hodson@illinois.gov  
Phone: 217-785-6417  
Fax#: N/A  
Address: 500 E Monroe St  
Springfield, IL 62701
EXHIBIT E

PERFORMANCE MEASURES

See Exhibit B.
EXHIBIT F

PERFORMANCE STANDARDS

In accordance with the performance measures set forth in Exhibit B, reimbursement will only be provided for those allowable expenditures that can be sufficiently documented.
EXHIBIT G

SPECIFIC CONDITIONS

See Attachment C. Exhibit G Continued Special Conditions.
PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

ARTICLE XXVII
AUTHORIZED SIGNATORY

27.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein in paragraph 1.6 or Exhibit D. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in Exhibit D. Without such notice, Grantor will reject any materials signed or submitted on the Grantee’s behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on Exhibit D. If an Authorized Deslgnee(s) appears on Exhibit D, 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 Agreement.

ARTICLE XXVIII
ADDITIONAL AUDIT PROVISIONS

28.1. Discretionary Audit. The Department may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor’s Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor’s Communication With Those Charged With Governance).

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

externalauditunit@illinois.gov

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

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

ARTICLE XXIX
ADDITIONAL MONITORING PROVISIONS

29.1. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.
ARTICLE XXX
ADDITIONAL INTEREST PROVISIONS

30.1. Penalty for Non-Interest Bearing Account. If Grantee is required to keep Grant Funds paid in advance of the actual expenditure of funds in an interest-bearing account pursuant to paragraph 4.6(b) of this Agreement, Grantee will be responsible for the payment of interest to Granter at a rate equal to twelve percent (12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written approval from Granter. Grant funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee’s discretion. Exceptions to this paragraph are not permissible without prior written approval by Granter.

30.2. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to $500 per year may be retained by the Grantee for administrative expenses. Any additional interest earned on Grant Funds above $500 per year must be returned to the Grantor pursuant to paragraphs 4.2 and 33.2 herein, or as otherwise instructed by the Grant Manager or as set forth in PART THREE. All interest earned must be expensed prior to Grant Funds. All reporting documents should reflect the full expenditure of any interest earned. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Department as described in paragraphs 4.2 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in Article XIII herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this paragraph 30.2 are inapplicable to the extent any statute or rule provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in PART THREE.

ARTICLE XXXI
ADDITIONAL BUDGET PROVISIONS

31.1. Restrictions on Discretionary Line Item Transfers. Unless set forth otherwise in PART THREE herein, Budget line item transfers within the guidelines set forth in paragraph 6.3 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 2 CFR 200.308.

ARTICLE XXXII
ADDITIONAL REPRESENTATIONS AND WARRANTIES

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

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

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

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee’s knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
(d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

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

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of Federal or State antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (Federal, State or local) with commission of any of the offenses enumerated in sub-paragraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any Federal or State agency or a local government.

Any request for an exception to the provisions of this paragraph 32.1(d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to Article XVI herein and any applicable rules.

ARTICLE XXXIII
ADDITIONAL TERMINATION, SUSPENSION AND NON-COMPLIANCE PROVISIONS

33.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to Article XVI herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement;

(b) Direct the Grantee to remit an amount equivalent to the “Net Salvage Value” of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, “Net Salvage Value” is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses; and

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(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

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

33.3 **Grant Funds Recovery Procedures.** In the event that Grantor seeks to recover from Grantee funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq. (GFRA), for the recovery of grant funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA shall apply to these proceedings. The Parties agree that Grantor’s Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) shall govern these proceedings.

33.4 **Grantee Responsibility.** Grantee shall be held responsible for the expenditure of all funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.338 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

**ARTICLE XXXIV**

**ADDITIONAL MODIFICATION PROVISIONS**

34.1. **Modifications by Operation of Law.** This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in Federal or State law or regulations applicable to this Agreement. Grantor shall initiate such modifications, and Grantee shall be required to agree to the modification in writing as a condition of continuing the Grant. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.

34.2. **Discretionary Modifications.** If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in Articles V and VI and paragraphs 34.1 and 34.3, written notice of the proposed modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the 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 Grantor shall consider those objections when evaluating whether to follow through with the proposed modification. The Grantor’s notice to the Grantee shall contain the Grantee name, Grant number, modification number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee shall submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (Exhibits A, B and E).

34.3. **Unilateral Modifications.** The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee’s funding allocation as additional funds become available for the Award during the program year covered by the term of this Agreement.

34.4. **Management Waiver.** The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific grant terms that the Grantor determines are necessary to place the Grantee in State of Illinois

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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 Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.

34.5. **Term Extensions.** The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and C) must be completed during the Grant Term set forth in paragraph 1.4 herein. Extensions of the Grant Term will be granted only for good cause, and only in increments of six (6) months, subject to the Grantor’s discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 et seq.), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Grant Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Grant Term or extended Grant Term, as applicable, stating the reason for the extension.

ARTICLE XXXV
ADDITIONAL CONFLICT OF INTEREST PROVISIONS

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

35.2. **Hiring State Employees Prohibited.** No State officer or employee may be hired to perform services under this Agreement on behalf of Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor.

ARTICLE XXXVI
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS

36.1. **Equipment Management.** The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials shall be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate authorities.

ARTICLE XXXVII
APPLICABLE STATUTES

To the extent applicable, Grantor and Grantee shall comply with the following:

37.1. **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 Grantor shall not be responsible for monitoring Grantee’s compliance.

37.2. **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 Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein.
37.3. **Historic Preservation Act (20 ILCS 3420/1 et seq.).** The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois 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).

37.4. **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 (12) 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.

37.5. **Equal Pay Act of 2003 (820 ILCS 112 et seq.).** If the Grantee has four (4) 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.

37.6. **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 Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).

37.7. **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 Grant Activities to be performed under this Agreement.

37.8. **Identity Protection Act (5 ILCS/179 et seq.) and Personal Information Protection Act (815 ILCS 530 et seq.).** The Grantee is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantee will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantee also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantee as a result of state or federal laws, rules and regulations.
ARTICLE XXXVIII
ADDITIONAL MISCELLANEOUS PROVISIONS

38.1. **Workers’ Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes.** The Grantee shall provide Workers’ 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.

38.2. **Required Notice.** Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (i) a Termination or Suspension (Article XVI), (b) Modifications, Management Waivers or Term Extensions (Article XXXIV) or (c) Assignments (paragraph 26.4) must be executed by the Director of the Grantor or her or his authorized designee.

38.3 **Completion of Specific Conditions.** If there are specific conditions required by this Award pursuant to 2 CFR 200.207 and paragraph 5.3 herein, once Grantee completes a specific condition, Grantor shall document the completion and notify the Grantee in writing. A formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV is not required.

ARTICLE XXXIX
ADDITIONAL REQUIRED CERTIFICATIONS

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee’s execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

39.1. **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.

39.2. **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 of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). A copy of the policies shall be provided to the Grantor upon request.

39.3. **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 Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.
39.4. **Lien Waivers.** If applicable, 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.
PART THREE – THE PROJECT-SPECIFIC TERMS

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

ARTICLE XL
REPORT DELIVERABLE SCHEDULE

40.1. **External Audit Reports.** External Audit Reports may be required. Refer to Article XV of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

40.2. **Annual Financial Reports.** Annual Financial Reports may be required. Refer to paragraph 13.3(a) of this Agreement to determine whether you are required to submit Annual Financial Reports.

40.3. **Required Periodic Reports.** Below is the required periodic reporting schedule for this grant.

April 2018

- Quarterly Periodic Financial Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager

July 2018

- Quarterly Periodic Financial Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager

October 2018

- Quarterly Periodic Financial Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager

January 2019

- Quarterly Periodic Financial Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager

March 2019

- End of grant Closeout Financial Report (03/01/2019) - Covering Period of 01/01/2018 - 12/31/2018; Send To: Grant Manager
40.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in Articles XIII, XIV, XV and XL unilaterally, and must obtain prior written approval from Grantor to change any reporting deadlines.

ARTICLE XLI
GRANT-SPECIFIC TERMS/CONDITIONS

41.1. Sub-recipient(s)

The Department acknowledges and recognizes that any sub-recipient(s) named in Exhibit B will be receiving a sub-grant under this Agreement and will be performing services to further and fulfill the Scope of Work as directed by the Grantee. The Grantee acknowledges and agrees that the Grantee remains responsible for administering and fulfilling all of the terms and conditions of this Agreement. The Grantee is responsible for incorporating a copy of this Agreement into any sub-grant or contract or agreement between itself and the sub-recipient(s) and is responsible for ensuring that it and its sub-recipient(s) are in compliance of the same.

Method of Compensation

In addition to the payment methods described in Article IV, the Grant Funds will be distributed in accordance with the invoice-voucher procedures of the Office of the State Comptroller. The first payment of Grant Funds will be for program initiation and will be based on the Grantee’s reported obligation for the program’s immediate cash needs. Thereafter, the Grant Funds will be distributed for the dual purpose of covering the allowable expenditures to date, as well as, the immediate cash needs of the Grantee to operate the program. Further, costs charged under this Agreement cannot exceed the total award of this grant.

Administrative Costs

Grantee shall receive reimbursement for allowable costs under the Administration category not to exceed a total of 16% of allowable expenditures. As an example, an agency which expends 75% of the total allocation will only be allowed to spend a total of 16% of the amount of actual expenditures for administrative purposes.

Additional Budget Modifications
Grantee expressly understands and agrees that the total available amount of this Agreement is contingent upon the Grantee's ability to spend the Grant Funds in accordance with Exhibit B contained in this Agreement. The Department reserves the right to establish an initial available funding amount based on programmatic performance in previous years.

If the Grantee has reason to believe that its costs for the grant period will exceed a budgeted line item or cost category, it must request approval from the Department in writing prior to exceeding any approved budget line item or cost category, except that the Grantee may vary budgeted line items or cost categories in accordance with the following limitations:

1. Program Support and Direct Client Assistance cost categories may vary up to 10% plus or minus the approved budget amount or $1,000, whichever is greater.
2. Administration cost category may NOT be increased.
3. Special cost categories may NOT be increased or decreased without prior written approval from the Department.

Any variance in cost categories or line items within the terms listed above shall not alter the requirement for formal modification of this Agreement when the goals, objectives and activities listed in this part are measurably changed.

**Unilateral Modifications**

The parties agree that Grantor may unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the grant during the program year covered by the term of this Agreement.

**Travel Costs**

Costs in accordance with the latest Federal domestic lodging, travel, meals and incidental rates are allowable for expenses incurred by employees who are in travel status on official business performing duties/services related to this Agreement. Grantee must retain receipts on file as source documentation for travel expenses of its employees. Information on the Federal domestic travel and per diem rates can be found at www.gsa.gov and 41 CFR Subtitle F Chapter 300-304. If the Grantee has a travel policy with a rate or rates that exceed the Federal domestic travel and per diem rates, the Grantee must submit its policy to the Department for review and approval prior to incurring any travel costs.

Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the non-Federal entity. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the non-Federal entity’s non-federally-funded activities and in accordance with non-Federal entity’s written travel reimbursement policies. Notwithstanding the provisions of 45 CFR 75.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or pass-through entity when they are specifically related to the Federal award.

**Procurement**

Grantee shall follow the procurement standards as established in 45 CFR §75.326 - §75.335.

**Non-Expendable Personal Property**

Grantee must not purchase non-expendable personal property costing $5,000 or more without the Department’s prior approval. The Grantee agrees to comply with 45 C.F.R. 75.316-323, as applicable to its organization, in the management of property. Further, real property, equipment, and supplies includes...

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real property, equipment, and supplies acquired under this Agreement and real property, equipment, and
supplies transferred to this Agreement from prior agreements. The Grantee may hold title in its name to
all equipment or non-expendable tangible personal property purchased with Grant Funds for program
operation subject to the following: it is understood that non-expendable personal property purchased by
the Grantee with Grant Funds and non-expendable personal property received from the grantor shall not
be the property of the Grantee but must be held by in trust for the benefit of the people of the State of
Illinois. As such, the Grantee must not sell, abandon or otherwise dispose of such property without the
prior written approval of the Department. Equipment must be used on the original project as long as
needed. While being used on the original project, equipment may be made available for "shared use"
with other activities, provided that use will not interfere with its use for the original project. When no
longer needed for the original purpose, equipment may be used for other projects subject to the
Department’s written approval. The Grantee must maintain appropriate property records and annually
conduct an inventory of all equipment or nonexpendable personal property purchased with Grant Funds.
Within thirty (30) days of receipt of purchased equipment, an “Equipment Acquisition Form” must be
completed and sent to the Department. Upon the termination of the Agreement and upon the election of
the Department, the Grantee must surrender possession of such property to the Department.

Real Estate Expenditures Prohibited
Grantee agrees not to use Grant Funds for the purchase or improvement of land or the purchase,
construction, or permanent improvement (other than low cost residential weatherization or other energy­
related repairs as authorized by the Department) of any building or other facility.

Audits, Inspections and Record Retention.
The Grantee will as often as deemed necessary by the Department or the Comptroller of the State of
Illinois, or the U. S. Department of Health and Human Services, or the Comptroller General of the United
States, or any of their duly authorized representatives, permit the Department, or the Comptroller of the
State of Illinois, or the U. S. Department of Health and Human Services, or Comptroller General of the
United States, or any of their duly authorized representatives to have full access to and the right to
examine any pertinent books, documents, papers and records of the Grantee involving transactions
related to this Grant. The Grantee shall include in all of its contracts under this Agreement a provision
that the Department or the Comptroller of the State of Illinois, or the U. S. Department of Health and
Human Services, or the Comptroller General of the United States, or any of their duly authorized
representatives will have full access to and the right to examine any pertinent books, documents, papers
and records of any such contractor involving transactions related to the contract. The Grantee is
accountable for all Grant Funds received under this Agreement and shall maintain, for a minimum of four
(4) years following written approval from the Department that all disbursements of grant funds have been
reviewed, considered adequate and closed by the Department.

The Grantee is accountable for all grant Funds received under this Agreement and in addition to the
requirements contained in Section 12.1 herein, shall maintain, until the closeout of the grant by the U.S.
Department of Health and Human Services, all records that are pertinent to the activities funded under
this Agreement. Such records shall include but not be limited to:

a. Records providing a description of each activity undertaken
b. Records demonstrating that each activity undertaken is in compliance with the CSBG program;
c. Records required determining the eligibility of activities;
d. Records required to document the use of Grant Funds in accordance with applicable cost
   principles. as further described in the federal regulations;
e. Financial records as required by the applicable federal regulations.
Additional Audit Requirements
Grantee shall be subject to any and all applicable audit requirements under Subpart F of 45 CFR Part 75. For sake of clarification, the Federal Office of Management and Budget combined and streamlined OMB circular A-133 into the Uniform Requirements.

Further, the Department reserves the right to conduct limited scope audits, at any time, of any Grant Funds expended under this Agreement or of the Grantee’s agency-wide financial statements. The Department must have the right to examine corporate books and records which may be necessary to test the allocation equity of Grant Funds and to determine the ability of the Grantee to safeguard the Grant Funds. The Grantee must fully cooperate, in a timely manner, in preparing for and conducting the audit and in the resolution of audit findings.

Additional Reporting Requirements
In addition to the reporting requirements set forth in Article 40.3, the Grantee must provide the following reports to the Department:

1. For each grant, a certified cost report must be submitted via the GRS Fiscal electronic reporting system prior to submitting a request for Grant Funds.
2. Quarterly programmatic reports which include board membership reports, board minutes, services report, demographics report, revolving loan fund reconciliation and any other report as required by the Department.
3. Annual scholarship report
4. An Annual Report which contains information based on agency wide activities in a format prescribed by the Department.
5. Any additional reports required by the Department as a result of a corrective action or quality improvement plan

Monitoring and Evaluation Requirements
The Department will periodically monitor and evaluate the Grantee’s performance under this Agreement for compliance with federal regulations, state administrative rules, statutes, and programmatic guidelines and all covenants under this Agreement. The grant will be evaluated to gauge its impact upon the low-income community and to determine the effective and efficient utilization of Grant Funds. Evaluations will occur both during the performance of the scope of work and after completion.

Grantee performance will be measured in part on the effective use of a Result Oriented Management and Accountability (“ROMA”) system pursuant to the CSBG Act, specifically 42 U.S.C.A. §9908 and §9917(b). In addition, Grantee will be evaluated based on compliance with “Organizational Standards for CSBG Eligible Entities” established under 678B of the CSBG Act (42 U.S.C. §9914) and the Community Services Block Grant Information Memorandum Transmittal No. 138.

Board Requirements
This Agreement is conditionally approved pending verification that the tripartite board requirement has been met (42 U.S.C.A. §9910). In the event that the Grantee fails to fulfill the tripartite board requirement, on a calendar quarterly basis, the Department shall monitor and evaluate the Grantee’s progress in becoming compliant with this requirement. The Grantee’s failure to become compliant could be considered a default under this Agreement and the Grant Funds would become subject to recovery.

CSBG Revolving Loan Program
The CSBG Revolving Loan Program has been suspended. Grantee agrees that grant funds under this Agreement must not be used for any new loans

Publication, Reproduction and Use of Material
Agreement No 18-231028

No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Department shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under the Agreement.

Any publication produced as a result of or with funding under this Grant shall contain the following language on its title page: “This project was conducted with funds provided under the Community Services Block Grant Program administered by the Illinois Department of Commerce and Economic Opportunity and it does not necessarily represent, in whole or in part, the viewpoint of the Illinois Department of Commerce and Economic Opportunity.”

Debarment
In addition to Article 8.1(k), Grantee must certify that all current and prospective employees, contractors and subcontractors are in “good standing” prior to engaging their services under this Agreement and must certify such “good standing” status at least annually thereafter.

Bond and Depository Insurance Requirements
Grantee must provide bonding for every officer, director or employee who handles Grant Funds under this Agreement. The amount of coverage must be the higher of $100,000 or the highest cash draw during the term of the Agreement.

Grantee must place Grant Funds in insured accounts whenever possible. In the event Grant deposits exceed insured limits, the Grantee must require the Depository to pledge securities sufficient to cover the uninsured exposure.

No Discrimination in Services
Grantee must comply with:

A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and must immediately take any measures necessary to effectuate this assurance.

B. Section 2606(a) of the Omnibus Budget Reconciliation Act of 1981 provides that:

No person shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 also shall apply to any such program or activity.

Fraud and/or Abuse
Grantee shall report in writing to the State’s Office of Executive Inspector General (“OEIG”) any suspected fraud, abuse or misconduct associated with any service or function provided for under this contract by any parties directly or indirectly affiliated with this Agreement including but not limited to, Grantee staff, Grantee sub-contractor, Department employee or Department contractor. Grantee shall make this report within three (3) days of first suspecting fraud, abuse or misconduct. Grantee shall not conduct any investigation of the suspected fraud, abuse or misconduct without the express concurrence of the OEIG; the foregoing notwithstanding, the Grantee may conduct and continue investigations necessary to determine whether reporting is required under this paragraph. Grantee must report to OEIG as described.
in the first sentence above. Grantee shall cooperate with all investigations of suspected fraud, abuse or misconduct reported pursuant to this paragraph. Grantee shall require adherence with these requirements in any contracts it enters into with sub-contractors. Nothing in this paragraph precludes the Grantee or sub-contractors from establishing measures to maintain quality of services and control costs that are consistent with their usual business practices, conducting themselves in accordance with their respective legal or contractual obligations or taking internal personnel-related actions.

Political Activity
Programs assisted by CSBG Grant Funds shall not be carried out in a manner involving the use of grant funds for any political activity. The provision of services, or the employment or assignment of personnel in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan political activity is considered an unallowable activity. Any political activity associated with a candidate, or contending faction or group, in an election for public or party office is also not an allowable expense. In addition, any activity to provide voters or prospective voters with transportation to the polls or similar assistance with any such election, or any voter registration activity is unallowable.
Attachment A. CSBG Work Program Summary
Outreach Community Ministries (Sub-grantee) will operate an Employment Opportunity Program for economically disadvantaged youth and young adults who are not attending school and need to develop their job skills to attain employment.

**Persons:** 11
**CSBG Goal #:** 01

**Outcome Target:** 17

**Outcome Measure(s):**
01.01 Unemployed youth who obtained employment to gain skills or income.
02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being
05.04 Individuals who improved skills related to the adult role of parents/caregivers

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
</tr>
</thead>
<tbody>
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<td>$0.00</td>
<td>$500.00</td>
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</table>

**01.021 Career Counseling (1)**

DuPage County workNet/WIOA will assist CSBG eligible residents with CNC Computer training, Truck Driving Certification, Welding training, Healthcare training or other in demand employment training certification via WIOA (DuPage workNet).

**Persons:** 9

**CSBG Goal #:** 01

**Outcome Target:** 15

**Outcome Measure(s):**
01.05 Unemployed adults who obtained employment (with a living wage or higher)
02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
<thead>
<tr>
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<td>$0.00</td>
<td>$500.00</td>
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**01.031 Job Search (1)**

360 Youth Services (Sub-grantee) will assist homeless youth with attaining their GED's, job skills, transportation, employment and stable housing.

**Persons:** 24

**CSBG Goal #:** 01

**Outcome Target:** 38

**Outcome Measure(s):**
01.01 Unemployed youth who obtained employment to gain skills or income.
02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma
02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being
05.03 Individuals who demonstrated improved mental and behaviora

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<td>$2,500.00</td>
<td>$0.00</td>
<td>$27,500.00</td>
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</table>

Education and Cognitive Development
02.061 Educational Financial Aid Assistance (1)
DuPage County Development of Community Services Intake and Referral unit will provide scholarships to CSBG eligible persons for post-secondary education.

Persons: 6
Outcome Target: 6
CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

Outcome Measure(s):
02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills

<table>
<thead>
<tr>
<th>Program Support</th>
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</table>

Income, Infrastructure, and Asset Building
03.011 Training and Counseling Services (1)
The H.O.M.E. DuPage, Inc. (Sub-grantee) will provide financial literacy workshops, budgeting seminars, financial counseling, income management skills, and credit repair to CSBG eligible clients.

Persons: 60
Outcome Target: 65
CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

Outcome Measure(s):
03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days
03.03 Individuals who opened a savings account or IDA
03.04 Individuals who increased their savings
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
<thead>
<tr>
<th>Program Support</th>
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<th>Administration</th>
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<td>$41,885.00</td>
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</table>

Housing
04.011 Housing Payment Assistance (1)
DuPage County Development of Community Services Housing Support unit will provide CSBG eligible clients with funding to prevent homelessness via rent assistance, association fee assistance or mortgage assistance.

Persons: 15
Outcome Target: 20
CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.
Outcome Measure(s):
04.02 A Households who maintained safe and affordable housing for 90 days
04.05 Households who avoided eviction
04.06 Households who avoided foreclosure

Catholic Charities Hope House (Sub-grantee) will provide emergency shelter, counseling, job coaching and housing assistance to homeless individuals and families. Hope House will be open, 24 hours, 7 days a week.

Persons: 60
Outcome Target: 80
CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

Outcome Measure(s):
04.01 Households experiencing homelessness who obtained safe temporary shelter

Program Support $112,922.00
Client Assistance $15,000.00
Administration $3,500.00
Special $0.00
Total $131,422.00

Catholic Charities Hope House (Sub-grantee) will provide emergency shelter, counseling, job coaching and housing assistance to homeless individuals and families. Hope House will be open, 24 hours, 7 days a week.

Persons: 60
Outcome Target: 80
CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

Outcome Measure(s):
04.02 A Households who maintained safe and affordable housing for 90 days
04.05 Households who avoided eviction
04.06 Households who avoided foreclosure

04.041 Housing Placement/Rapid Re-Housing (1)

Midwest Shelter for Homeless Veterans (Sub-Grantee) will provide homeless veterans with post-traumatic stress disorder and/or substance abuse history temporary housing and supportive services to help obtain permanent housing and become economically secure.

Persons: 9
Outcome Target: 9
CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

Outcome Measure(s):
04.01 Households experiencing homelessness who obtained safe temporary shelter

Program Support $50,000.00
Client Assistance $0.00
Administration $3,000.00
Special $0.00
Total $53,000.00

Midwest Shelter for Homeless Veterans (Sub-Grantee) will provide homeless veterans with post-traumatic stress disorder and/or substance abuse history temporary housing and supportive services to help obtain permanent housing and become economically secure.

Persons: 9
Outcome Target: 9
CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

Outcome Measure(s):
04.02 A Households who maintained safe and affordable housing for 90 days
04.05 Households who avoided eviction
04.06 Households who avoided foreclosure

04.042 Housing Placement/Rapid Re-Housing (2)

Midwest Shelter for Homeless Veterans (Sub-Grantee) will provide homeless veterans with post-traumatic stress disorder and/or substance abuse history temporary housing and supportive services to help obtain permanent housing and become economically secure.

Persons: 9
Outcome Target: 9
CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

Outcome Measure(s):
04.02 A Households who maintained safe and affordable housing for 90 days
04.05 Households who avoided eviction
04.06 Households who avoided foreclosure

DuPage County Health Department and DuPage County Department of Community Services Intake and Referral unit will provide assistance with prescriptions, medical supplies, dental treatment/fees, and or medical fees for CSBG eligible clients who are uninsured or lack comprehensive insurance coverage. Will also provide access to health care by assisting eligible clients in completing application for Access DuPage, ACA/Marketplace and Medicaid/Medicare.

Persons: 300
Outcome Target: 301
CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

Outcome Measure(s):
05.02 Individuals who demonstrated improved physical health and well-being

Program Support $62,000.00
Client Assistance $500.00
Administration $5,050.00
Special $0.00
Total $67,550.00

DuPage County Health Department and DuPage County Department of Community Services Intake and Referral unit will provide assistance with prescriptions, medical supplies, dental treatment/fees, and or medical fees for CSBG eligible clients who are uninsured or lack comprehensive insurance coverage. Will also provide access to health care by assisting eligible clients in completing application for Access DuPage, ACA/Marketplace and Medicaid/Medicare.

Persons: 300
Outcome Target: 301
CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

Outcome Measure(s):
05.02 Individuals who demonstrated improved physical health and well-being
Loaves & Fishes, People's Resource Center and West Suburban Community Pantry (Sub-grantees) will provide food, laundry, personal care and paper products to households in need. These three food pantries serve all residents of the County and each will receive $10,000 to provide these items to our residents: People's Resource Center Food Pantry 1000 families, West Suburban Community Pantry 600 families, and Loaves and Fishes Pantry 1000 families. West Suburban Community Pantry will receive $4000 to provide 80 eligible households with car seats or booster seats.

<table>
<thead>
<tr>
<th>Persons: 2680</th>
<th>Outcome Target: 2680</th>
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</thead>
<tbody>
<tr>
<td>CSBG Goal #: 01</td>
<td>CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.</td>
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</table>

**Outcome Measure(s):**
- 05.02 Individuals who demonstrated improved physical health and well-being
- 05.04 Individuals who improved skills related to the adult role of parents/caregivers

<table>
<thead>
<tr>
<th>Program Support</th>
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<th>Administration</th>
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<td>$36,000.00</td>
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**Services: Supporting Multiple Domains**

<table>
<thead>
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<th>Persons: 5,419</th>
<th>Outcome Target: 5,465</th>
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<tr>
<td>CSBG Goal #: 01</td>
<td>CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.</td>
</tr>
</tbody>
</table>

**Outcome Measure(s):**
- 01.02 Unemployed adults who obtained employment (up to a living wage)
- 01.08 Employed participants in a career advancement related program who entered or transitioned into a position that provided increased income and/or benefits
- 02.05 Parents/caregivers who improved their home environments
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
- 03.08 Individuals engaged with the Community Action A

<table>
<thead>
<tr>
<th>Program Support</th>
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<td>$12,500.00</td>
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<td>$0.00</td>
<td>$91,000.00</td>
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</table>

**Referrals (1)**

DuPage County Department of Community Services Intake and Referral unit will provide comprehensive assessment, intake, information, advocacy, and referral services to CSBG eligible clients.

<table>
<thead>
<tr>
<th>Persons: 4800</th>
<th>Outcome Target: 4800</th>
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<tr>
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<td>CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.</td>
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</table>

**Outcome Measure(s):**
- 06.01.C Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage

<table>
<thead>
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<th>Program Support</th>
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<td>$261,588.00</td>
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<td>$1,750.00</td>
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<td>$263,338.00</td>
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</tbody>
</table>
Prairie State Legal Services (Sub-grantee) will provide legal assistance to homeless individuals and families to facilitate their transition to self-sufficiency and to better enable them to secure housing.

<table>
<thead>
<tr>
<th>Persons: 25</th>
<th>Outcome Target: 25</th>
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</thead>
<tbody>
<tr>
<td>CSBG Goal #: 01</td>
<td>CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.</td>
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**Outcome Measure(s):**
06.01.C Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage

<table>
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<td>$500.00</td>
<td>$0.00</td>
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### 07.111 Emergency Clothing Assistance (1)

DuPage County Department of Community Services will provide assistance to clients in need of essential items and services such as food, gas, clothing and furniture.

<table>
<thead>
<tr>
<th>Persons: 400</th>
<th>Outcome Target: 400</th>
</tr>
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<tbody>
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<td>CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.</td>
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**Outcome Measure(s):**
03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days

<table>
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<tr>
<th>Program Support</th>
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<td>$117,738.00</td>
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### 07.121 Mediation/Customer Advocacy Interventions (1)

DuPage Federation on Human Services Reform Open Door Program (sub-grantee) will provide emergency assistance for clients in need of essential items and or services such as housing, food, clothing, medical expenses, case management, advocacy, and initial employment expenses.

<table>
<thead>
<tr>
<th>Persons: 120</th>
<th>Outcome Target: 120</th>
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<tr>
<td>CSBG Goal #: 01</td>
<td>CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.</td>
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**Outcome Measure(s):**
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
<thead>
<tr>
<th>Program Support</th>
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<td>$16,000.00</td>
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### Agency Capacity Building

**09.011 Agency Capacity Building Activities (1)**

DuPage County Department of Community Services needs to increase agency capacity building, planning and certifications/training to achieve CSBG Standards. Planning, coordination, research and training is needed to maintain CSBG Organizational Standards compliance.

<table>
<thead>
<tr>
<th>Persons: 3</th>
<th>Outcome Target: 3</th>
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<tr>
<td>CSBG Goal #: 00</td>
<td>CSBG Goal: CSBG Eligible Entity Capacity Building</td>
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**Outcome Measure(s):**
00.02 Hours of Agency Staff in capacity building activities

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**Grant 18-231028 Work Program Totals**

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<td>$ 1,039,715.00</td>
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Attachment: West Suburban Pantry - Agreement (HHS-P-0057-18 : West Suburban Community Pantry)
Attachment B. Uniform Grant Budget
## Section A: State of Illinois Funds

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Summary</th>
<th>Detail</th>
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<tr>
<td>State of Illinois Grant Amount Requested</td>
<td>$1,039,715.00</td>
<td></td>
</tr>
</tbody>
</table>

### Budget Expenditure Categories

1. **Personnel (200.430)**
   - 0101 PERSONNEL (SALARIES & WAGES)
     - $402,547.00
   - Fringe Benefits (200.431)
     - 0102 FRINGE BENEFITS
     - $146,773.00
   - Travel (200.474)
     - 0103 TRAVEL
     - $6,300.00
   - Equipment (200.439)
   - Supplies (200.94)
     - 0105 SUPPLIES
     - $2,760.00
   - Contractual/Subawards (200.318 and .92)
     - 0106 CONTRACTUAL SERVICES
     - $270,385.00
   - Consultant (200.459)
   - Construction
   - Occupancy (200.465)
   - Research and Development (200.87)
   - Telecommunications
     - 0111 TELECOMMUNICATIONS
     - $1,700.00
   - Training and Education (200.472)
     - 0112 TRAINING AND EDUCATION
     - $4,800.00
   - Direct Administrative Costs (200.413)
     - 0313 DIRECT ADMINISTRATIVE COSTS
     - $32,300.00
   - Miscellaneous Costs
     - 0114 MISCELLANEOUS COSTS
     - $7,900.00
   - Grant Exclusive Line Item(s)
     - 0201 CLIENT ASSIST. - BENEFITS
     - 0402 SPECIAL - T&A
     - 0403 SPECIAL - ECON DEV/JOB TRAIN
     - $164,250.00
   - Total Direct Costs (add lines 1-15)
     - $1,039,715.00
   - Total Indirect Costs (200.414)
     - Rate: N/A %
     - Base: N/A
   - Total Costs State Grant Funds (Lines 16 and 17)
     - $1,039,715.00
   - $1,039,715.00
Grantee: DuPage County

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;

b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or

c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

Select ONLY One:

1) [ ] Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.

2a) [ ] Our Organization currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendix IV(c)(2)(c).

2b) [ ] Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.

3) [ ] Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CFR 200.414 (C)(4)(f) and 200.68.

4) [ ] For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
   [ ] is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(S); or
   [ ] complies with other statutory policies.

5) [ ] No reimbursement of Indirect Cost is being requested.

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Rate: %

Period Covered By NICRA: From: To:

Approving Federal or State Agency:

Indirect Cost Rate: % The Distribution Base Is:
Grantee: DuPage County  

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization: 

Signature: Signature on File

Printed Name: MARY A. KEATING

Title: Director

Phone: (630) 407-6457

Date: 1/17/18

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.
**Agency Approval**

<table>
<thead>
<tr>
<th>Organization Name: DuPage</th>
<th>CSFA Description: Community Services Block Grant</th>
<th>NOFO #</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSFA Number: 420-75-0091</td>
<td>DUNS#</td>
<td>Fiscal Year(s): 2018</td>
</tr>
<tr>
<td>Grant Number: 18-231028</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**Final Budget Amount Approved**

$1,039,715

Program Approval Signature: 1/2/18

Fiscal & Administrative Approval Signature: 1/2/18

---

**Budget Revision Approved**

Program Approval Signature: 1/2/18

Fiscal & Administrative Approval Signature: 1/2/18

---

$200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

---

Attachment: West Suburban Pantry - Agreement (HHS-P-0057-18 : West Suburban Community Pantry)
Attachment C. Exhibit H Continued

Special Conditions
### Illinois Grant Accountability and Transparency
#### Programmatic Risk Assessment Questionnaire

**DuPage County Department of Community Services**

**Special Conditions**

<table>
<thead>
<tr>
<th>PRAQ Section</th>
<th>2b - History of Performance - External</th>
</tr>
</thead>
<tbody>
<tr>
<td>Problem for</td>
<td>The grantee indicated that more than 20% of their Community Service Block Grant (CSBG) award is subcontracted to another entity. Along with that, the subcontracted entity performs programmatic responsibilities such as: participant eligibility determination, performance reporting, and &quot;program delivery, and financial reporting. Eligibility includes but is not limited to; intake and determination of eligibility of applicants applying for CSBG services. Performance reporting includes but is not limited to; the reporting of progress toward completion of the CSBG work program to meet scope and performance measures. Program delivery may include, but is not limited to: subcontracted intake and approval, provisions of services based on the work program definitions. Financial reporting includes but is not limited to; maintain audit trail and process any and all financial transaction required for the work program. Provide details regarding financial for the work program to meet performance measures defined within the work program.</td>
</tr>
<tr>
<td>Conditions</td>
<td>The grantee must demonstrate adequate oversight and monitoring of sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract(s).</td>
</tr>
<tr>
<td>Risk Explanation</td>
<td>Medium to high risk indicates limited experience with sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract awards. This increases the likelihood of compliance and/or performance issues with the third-party entity.</td>
</tr>
<tr>
<td>How to Resolve</td>
<td>The grantee must also provide documented proof of onsite monitoring and audits efforts performed to ensure that the subcontracted entity is compliant with the conditions of the contract and all programmatic requirements.</td>
</tr>
<tr>
<td>Timeframe</td>
<td>The grantee must provide activity reports for the sub-grantee as an addendum to the programmatic quarterly report. Documentation of onsite monitoring must be made available upon request. The reports are due 30 days after the end of each quarter.</td>
</tr>
</tbody>
</table>
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature

Signature on File

Printed Name

Laura Coyle

Title

Executive Director

Date

1/26/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page ______ of _______ (total number of pages)
AWARDING RESOLUTION ISSUED
TO LOAVES AND FISHES COMMUNITY SERVICES
TO PROVIDE FOOD AND INFANT CARE ITEMS TO
LOW INCOME RESIDENTS IN DUPAGE COUNTY
(SUB-GRANTEE AGREEMENT TOTAL AMOUNT $40,000.00)

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

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of a sub-grantee contract to Loaves and Fishes Community Services, to provide food and infant care items to low income residents in DuPage County, for the period January 1, 2018 through December 31, 2018, for Community Services, under the Community Services Block Grant.

Now, THEREFORE BE IT RESOLVED that County sub-grantee contract covering said, to provide food and infant care items to low income residents in DuPage County, for the period January 1, 2018 through December 31, 2018, for Community Services through the Community Services Block Grant, be, and it is hereby approved for the issuance of a sub-grantee contract by the Procurement Division to Loaves and Fishes Community Services, 1871 High Grove Lane, Naperville, IL 60540, for a total amount of $40,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). (Grant funded)

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: ____________________________
PAUL HINDS, COUNTY CLERK
# PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

## NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 5, 2018</td>
<td>$40,000</td>
<td>1/1/2018 - 12/31/2018</td>
<td>HEALTH &amp; HUMAN SERVICES</td>
</tr>
</tbody>
</table>

## SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Other Professional Services - Detailed Vetting Process Required

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary Keating</td>
<td>Completed</td>
<td>02/05/2018 12:21 PM</td>
</tr>
<tr>
<td>Karen Graczyk</td>
<td>Completed</td>
<td>02/06/2018 9:46 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>02/07/2018 12:37 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>02/08/2018 1:18 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>02/13/2018 7:49 AM</td>
</tr>
<tr>
<td>Tom Cuculich</td>
<td>Completed</td>
<td>02/13/2018 2:42 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>02/14/2018 9:11 AM</td>
</tr>
<tr>
<td>Health &amp; Human Services</td>
<td>Completed</td>
<td>02/20/2018 10:15 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>02/27/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Completed</td>
<td>02/27/2018 10:00 AM</td>
</tr>
</tbody>
</table>
# Purchase Requisition

**Procurement Services Division**

## Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor:</th>
<th>Loaves and Fishes Community Pantry</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Eric Gardner</td>
</tr>
<tr>
<td>Address:</td>
<td>1871 High Grove Lane</td>
</tr>
<tr>
<td>City:</td>
<td>Naperville</td>
</tr>
<tr>
<td>State:</td>
<td>IL</td>
</tr>
<tr>
<td>Zip:</td>
<td>60540</td>
</tr>
<tr>
<td>Phone:</td>
<td>630-355-3663</td>
</tr>
</tbody>
</table>

## Send Invoices To:

<table>
<thead>
<tr>
<th>Dept:</th>
<th>Community Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Gina Strafford-Ahmed</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:gina.strafford@dupageco.org">gina.strafford@dupageco.org</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vendor #:</th>
<th>11821</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>1871 High Grove Lane</td>
</tr>
<tr>
<td>City:</td>
<td>Naperville</td>
</tr>
<tr>
<td>State:</td>
<td>IL</td>
</tr>
<tr>
<td>Zip:</td>
<td>60540</td>
</tr>
<tr>
<td>Phone:</td>
<td>630-355-3663</td>
</tr>
</tbody>
</table>

## Send Payments To:

<table>
<thead>
<tr>
<th>Dept:</th>
<th>Community Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Gina Strafford-Ahmed</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:gina.strafford@dupageco.org">gina.strafford@dupageco.org</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vendor #:</th>
<th>11821</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>1871 High Grove Lane</td>
</tr>
<tr>
<td>City:</td>
<td>Naperville</td>
</tr>
<tr>
<td>State:</td>
<td>IL</td>
</tr>
<tr>
<td>Zip:</td>
<td>60540</td>
</tr>
<tr>
<td>Phone:</td>
<td>630-355-3663</td>
</tr>
</tbody>
</table>

## Ship To:

<table>
<thead>
<tr>
<th>Dept:</th>
<th>Community Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Gina Strafford-Ahmed</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:gina.strafford@dupageco.org">gina.strafford@dupageco.org</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vendor #:</th>
<th>11821</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>1871 High Grove Lane</td>
</tr>
<tr>
<td>City:</td>
<td>Naperville</td>
</tr>
<tr>
<td>State:</td>
<td>IL</td>
</tr>
<tr>
<td>Zip:</td>
<td>60540</td>
</tr>
<tr>
<td>Phone:</td>
<td>630-355-3663</td>
</tr>
</tbody>
</table>

## Payment Terms

<table>
<thead>
<tr>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO 50 ILC $505/1</td>
<td>Jan 1, 2018</td>
<td>Dec 31, 2018</td>
</tr>
</tbody>
</table>

## LN  | Qty  | UOM | Item Detail (Product #) | Description | FY | Dept # | Acct # | Acct Unit | Sub-Accts and/or Activity # | Unit Price | Extension |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Sub-grantee agreement purchase order to provide food and infant care items to low income households in DuPage County.</td>
<td>18</td>
<td>5000</td>
<td>1650</td>
<td>53830</td>
<td>18-231028 53830</td>
<td>40,000.00</td>
<td>40,000</td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total**: $40,000

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

Please return a copy of the Purchase order to Gina Strafford-Ahmed in Community Services and Michelle Tunk in Finance.

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):

---

**Note:**

- The purchase is for Sub-grantee agreement to provide food and infant care items to low-income households in DuPage County.
- The purchase order is intended to support the Community Services Division's CSBG Grant.
- The vendor is Loaves and Fishes Community Pantry located at 1871 High Grove Lane, Naperville, IL 60540, with a contact person of Eric Gardner.
- The invoice should be sent to Gina Strafford-Ahmed at 421 N. County Farm Road, Wheaton, IL 60187.
- The PO20 Delivery Date is Jan 1, 2018, and the Contract End Date is Dec 31, 2018.
- The Unit Price is $40,000.00 with an extension of $40,000.
- Return a copy of the purchase order to Gina Strafford-Ahmed and Michelle Tunk as noted.
# Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor:</th>
<th>Loaves and Fishes Community Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor #:</td>
<td>HHS-P-0058-18</td>
</tr>
<tr>
<td>Contract Term:</td>
<td>1/1/18-12/31/18</td>
</tr>
<tr>
<td>Contract Total:</td>
<td>$40,000.00</td>
</tr>
<tr>
<td>Dept:</td>
<td>Community Services</td>
</tr>
<tr>
<td>Contact:</td>
<td>Gina Strafford-Ahmed</td>
</tr>
<tr>
<td>Phone:</td>
<td>6444</td>
</tr>
<tr>
<td>Assigned Committee:</td>
<td>HHS</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**

Provide food and infant care items to low income residents of DuPage County.

**Reason for Procurement**

$40,000 in CSBG funds will assist over 5,200 low income households.

## FUNDING SOURCE

- Procurement budgeted for (FY and budget code(s)): 2018 CSBG 5000-1650

**DECISION MEMO NOT REQUIRED**

- LOWEST RESPONSIBLE QUOTE # or BID # ___________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ___________________________ [ ] Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- PER SS ILCS 55-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 [ ] Public Utility
- PER SS ILCS 55-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

## DECISION MEMO REQUIRED

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS125)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # ___________________________ (include Evaluation Summary if applicable)
- RENEWAL OF RFP # ___________________________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 30 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # ___________________________

## PREPARED BY AND APPROVAL(S) (Initials Only)

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Jan 26, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>Recomended for Approval</td>
</tr>
<tr>
<td>Jan 26, 2018</td>
<td>IT Approval, if required</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>

## REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>2/8/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>Procurement Officer</td>
</tr>
<tr>
<td>2-5-18</td>
<td>Chairman's Office</td>
</tr>
<tr>
<td>9-13-18</td>
<td>(Decision Memos Over $25,000)</td>
</tr>
</tbody>
</table>

**FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER**
### Decision Memo

**Procurement Services Division**  
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

---

<table>
<thead>
<tr>
<th>Requesting Department:</th>
<th>Department Contact:</th>
<th>Gina Strafford-Ahmed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Services</td>
<td>Contact Email:</td>
<td><a href="mailto:gina.strafford@dupageco.org">gina.strafford@dupageco.org</a></td>
</tr>
<tr>
<td></td>
<td>Contact Phone:</td>
<td>6444</td>
</tr>
<tr>
<td>Vendor Name:</td>
<td>Vendor #:</td>
<td>Loaves and Fishes Community Services</td>
</tr>
</tbody>
</table>

---

**Action Requested** - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Approval for sub-grant via the Community Services Block Grant (CSBG) Program to provide food, fresh milk and eggs, and infant care items for low income County residents. $40,000 is needed to support the program and increase of $30,000.

---

**Summary Explanation/Background** - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

CSBG grant funds are needed to support low income residents with food to prevent hunger and provide infant care items to those unable to purchase them due to income constraints.

---

**Strategic Impact**

<table>
<thead>
<tr>
<th>Quality of Life</th>
<th>Select one of the five strategic imperatives in the County’s Strategic Plan this action will most impact and provide a brief explanation.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.2 Maintain the county wide safety net to help people escape poverty, maximize independence, and achieve economic self-sufficiency: Program will address each of these areas with a focus on economic self-sufficiency.</td>
<td></td>
</tr>
</tbody>
</table>

---

**Source Selection/Vetting Information** - Describe method used to select source.

This is a sub-grant exempt from bidding. They will provide direct services for the County's CSBG program and will maintain all records and financial documents. Loaves & Fishes Community Services is one of 3 food pantries that serve the whole County. They partner with Community Services and the Northern Illinois Food Bank to provide services to the community. CSBG funding is earmarked for the 3 pantries that serve the county.

---

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1) Fund Loaves & Fishes Community Services at $40,000 to provide milk and eggs to 5,236 households, infant care items to 277 households and general food to 1,000 households.

2) If funds are not provided the above households would not have the basic food resources or infant care items to maintain their households.

---

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

- CSBG Grant Funds 1/1/18-12/31/18 $40,000
- CSBG Grant Funds 1/1/17-12/31/17 $10,000
- CSBG Grant Funds 1/1/16-12/31/17 $10,000
- CSBG Grant Funds 1/1/15-3/31/16 $10,000
- CSBG Grant Funds 1/1/16-3/31/16 $10,000
Loaves & Fishes Community Services
Proposal for DuPage County CSBG funding

Loaves & Fishes is a lifeline organization that serves low-income individuals in DuPage County and the western suburbs of Chicago. Our mission is to provide food and leadership in the community by uniting and mobilizing resources to empower people to be self-sufficient.

In our most recently completed fiscal year (July 1, 2016 through June 30, 2017), our core efforts to the community provided groceries and household items to 18,798 individuals in low income households, which included 7,950 children under 18 and 1,258 seniors. To address the specific nutritional needs of school-age children and promote nutrition awareness, we provided supplemental nutrition packages to all families with school age children that included eggs, milk, fresh fruit, and healthy snacks or lunches. In addition to the Child Nutrition Initiative, we provide nutritional support to families with infants less than 12 months of age. These supplemental packages provide baby formula, baby food, diapers and wipes to the household.

Most recently in April of 2017, Loaves & Fishes opened our food distributions to serve families on a weekly basis. For the calendar year 2017, we provided 38,437 emergency food distributions. Along with these needed groceries, we provided 58,930 child nutrition packages and 1,235 Infant Care packages. With an average of 740 family visits per week, the support from the CSBG will help us to meet the needs of our community. Loaves & Fishes respectfully requests $40,000 to help meet these needs for the residents of DuPage County with:

- Milk & Eggs ($20,000 will provide for 5,236 families with children or seniors)
- Infant care, baby food/formula, diapers, and wipes ($10,000 will provide for 277 infants)
- Food distribution through our grocery market ($10,000 will provide for 1,000 families)

Along with needed grocery assistance, Loaves & Fishes collaborates with the community to provide other support services for barriers that often accompany food insecurity, including job search support, skill-based classes (computer, ESL, financial literacy), public benefit assistance, legal consultations and Veterans' benefit assistance. By offering multi-faceted services, we support our clients physically, mentally and financially to promote self-sufficiency.

We look forward to the continued support from DuPage County in meeting these challenges.

Thank you,

Eric Gardner
Director of Philanthropy
(630) 355-3663 ext. 116
egardner@loaves-fishes.org

www.loaves-fishes.org
AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND LOAVES & FISHES COMMUNITY SERVICES FOR COMMUNITY SERVICE BLOCK GRANT FUNDS

This AGREEMENT is entered into this 1st day of January 2018, by and between the COUNTY OF DUPAGE, ILLINOIS ("COUNTY"), a body politic and corporate, with offices located at 421 N. County Farm Road, Wheaton, Illinois, 60187, and LOAVES & FISHES COMMUNITY SERVICES (hereinafter called "SUBGRANTEE"), located at: 1871 High Grove Lane, Naperville, IL 60540.

SECTION I

STATEMENT OF PURPOSE

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

SECTION II

REQUIREMENTS OF SUBGRANTEE

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

1. SUBGRANTEE will provide food, milk, eggs, and infant care items for approximately 6,513 households;
2. SUBGRANTEE will screen households and complete food pantry intake/assessments on approximately 6,513 households;
3. SUBGRANTEE will purchase food through the Northern Illinois Food Bank;
4. SUBGRANTEE will serve any resident of DuPage County, no DuPage County village or city boundary restriction.
5. SUBGRANTEE will provide NIFB reporting totaling 6,513 for verification of food pantry use by December 31, 2018.
6. Comply with all assurances as further detailed in Exhibit “A,” attached hereto and incorporated herein as part of this Agreement.

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

AMOUNT OF THE GRANT

The COUNTY shall grant to SUBGRANTEE, as full payment for all activities to be performed by SUBGRANTEE pursuant to this AGREEMENT, a maximum compensation of $40,000.00 to purchase food and other household goods for the food pantry program. Upon execution of the grant the SUBGRANTEE will invoice DuPage County Community Services for $20,000 by March 31, 2018. The remaining $20,000 may be invoiced after July 1, 2018. Funds must be reported out and expended by December 31, 2018.

SECTION IV

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

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

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

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

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

SECTION V

TIMELY COMPLETION OF PROJECT
Time is of the essence in this AGREEMENT, SUBGRANTEE shall complete all activities described herein by December 31, 2018.

SECTION VI

CONDITIONS OF GRANT

A. **Assurances:** The SUBGRANTEE assures the COUNTY that it will comply with the laws, regulations and orders identified in Exhibit "B" attached hereto and made a part of this AGREEMENT. (January 1, 2018- December 31, 2018)

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

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

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

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

F. **Retention of Records:** The SUBGRANTEE shall maintain records to show costs incurred that describe the work already performed and anticipated during the coming time period. Upon fifteen (15) days notice from the COUNTY, all billings, and other documentation shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North COUNTY Farm Road, Wheaton, Illinois. The SUBGRANTEE shall maintain supporting documentation for five (5) years after the final audit of the grant is completed.

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

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

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

I. Federal award identifying information:
   CFDA #                               93.569
   CFDA Title                           Community Services Block Grant
   Award #                              G-13B11LCOSR
   Federal Awarding Agency              Department of Health and Human Services

SECTION VII

SUBGRANTEE shall at all times observe and comply with Title 21 CIR Part 570 and all applicable laws, ordinances or regulations of the Federal, State, COUNTY and local government which may in any manner affect the performance of this AGREEMENT, including Community Services Block Grant CSBG Grant No. 18-231028 which is incorporated into and made a part of this AGREEMENT and is attached hereto as Exhibit C, and the SUBGRANTEE shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the Federal Government.

SECTION VIII

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

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

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

The SUBGRANTEE shall disburse all funds within fourteen (14) working days of receipt.
COUNTY shall be responsible, except as provided for in Section XIII below, for making all required payments against expenses incurred by SUBGRANTEE under this AGREEMENT. SUBGRANTEE shall forward to COUNTY all billings, vouchers, and other documents representing accounts payable, in such timely and reasonable manner, as the parties shall determine. Such procedure will facilitate the maintenance of financial records by COUNTY as required by OMB Circular A-102.

SECTION IX
REPORTING REQUIREMENTS

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

SECTION X
AMENDMENTS

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

SECTION XI
FINANCIAL ASSISTANCE AGREEMENT

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

SECTION XII
INDEMNIFICATION

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

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

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

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

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

SECTION XIV

ASSIGNMENT

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

SECTION XV

UNAVOIDABLE DELAY

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

SECTION XVI

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

SECTION XVII
APPLICABLE LAW

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

SECTION XVIII
RELATIONSHIP OF THE PARTIES

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

SECTION XIX
NOTICE

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

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

TO: Mike Havala  
Chief Executive Officer  
Loaves & Fishes Community Pantry  
1871 High Grove Lane  
Naperville, IL 60540

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

HEADINGS

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

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

COUNTY OF DUPAGE
("COUNTY")

BY: _______________________________ DATE: ____________

   DANIEL J. CRONIN, CHAIRMAN
   DUPAGE COUNTY BOARD

ATTEST: ___________________________ DATE: ____________

   PAUL HINDS, COUNTY CLERK

LOAVES & FISHES COMMUNITY PANTRY
("SUBGRANTEE")

Signature on File

BY: _______________________________ DATE: ____________

   Michael J. Havala

TITLE: _______________________________

Signature on File

ATTEST: ___________________________ DATE: ____________

Packet Pg. 645
EXHIBIT A

ASSURANCES

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

1. It possesses legal authority to apply for the Grant and to execute the proposed program.

2. It has reviewed and accepted the Grant Agreement in its entirety, including all understandings and assurances contained therein, and directing and designating the authorized representative of the SUBGRANTEE to act in connection with the Grant Agreement and to provide such additional information as may be required.

3. It agrees that no funds granted hereunder shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office, nor shall they be used in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.

4. The grant will be conducted and administered in compliance with:
   a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance.
   b) Section 677, (a) of the Community Services Block Grant Act, which provides that no person shall be excluded on the grounds of race, color, national origin, or sex from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under the program. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program activity.
   c) Title VII of the Civil Rights Act of 1968 (P.L. 90-824) as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the applicant's jurisdiction.
   d) Executive Order 11246, and all regulations issued pursuant thereto (CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training and apprenticeship.

5. The SUBGRANTEE agrees to take affirmative action to ensure that no unfair practice is committed, in accordance with the Illinois Human Rights Act. (Illinois Revised Statute Chapter 68, Section 1-10 etc. seq.).
EXHIBIT B
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION COMMUNITY
SERVICES BLOCK GRANT PROGRAM, COUNTY OF DU PAGE

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

The SUBGRANTEE shall cause or require to be inserted in full or any contract and subcontract for work, or modification thereof, all applicable Federal Equal Employment Opportunity Provisions.
EXHIBIT C
SEE ATTACHED
INTER-GOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
DuPage County

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at 500 E Monroe St, Springfield, IL 62701, and DuPage County (Grantee), with its principal office at 421 North County Farm Road 3rd Floor, Wheaton, IL 60187-3978, and payment address (if different than principal office) at N/A, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as “Parties” or individually as a “Party.”

PART ONE - THE UNIFORM TERMS
RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 135836026 is Grantee’s correct DUNS number, that 366006551 is Grantee’s correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- Individual
- Sole Proprietorship
- Partnership
- Corporation (Includes Not For Profit)
- Medical Corporation
X Governmental Unit
- Estate or Trust

Pharmacy-Non Corporate
Pharmacy/Funeral Home/Cemetery Corp.
Tax Exempt
Limited Liability Company (select applicable tax classification)

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

1.2. Amount of Agreement. Grant Funds shall not exceed $1,039,715.00 of which $1,039,715.00 are federal funds. Grantee agrees to accept Grantor’s payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017
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1.3. **Identification Numbers.** If applicable, the Federal Award Identification Number (FAIN) is G-18B11LCOSR, the Federal awarding agency is **Department Of Health And Human Services**, and the Federal Award date is **10/01/2017**. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is **Community Services Block Grant** and Number is **93.569**. The Catalog of State Financial Assistance (CSFA) Number is 420-75-0091.

1.4. **Term.** This Agreement shall be effective on **01/01/2018** and shall expire on **12/31/2018**, unless terminated pursuant to this Agreement.

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

1.6. **Signatures.** In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY**

By: ______________________________
Signature of Sean McCarthy, Director

By: ______________________________
Signature of Designee

Date: ______________________________

Printed Name: ______________________________

Printed Title: ______________________________

**DUPAGE COUNTY**

By: ______________________________
Signature of Authorized Representative

Date: ______________________________

Printed Name: Mary Keating

Printed Title: Director

Email: Mary.Keating@dupageco.org

**By: ______________________________**
Signature of First Other Approver, if Applicable

Date: ______________________________

Printed Name: ______________________________

Printed Title: ______________________________

**By: ______________________________**
Signature of Second Other Approver, if Applicable

Date: ______________________________

Printed Name: ______________________________

Printed Title: ______________________________

Second Other Approver

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**State of Illinois**

**INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017**

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ARTICLE II
REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is validly existing and in good standing, if applicable, under the laws of the State in which it was incorporated, organized or created.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to $25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.


2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee’s responsibility to remain current with these registrations and requirements. If Grantee’s status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

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ARTICLE III
DEFINITIONS

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:


“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

“Conflicts of interest” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Consolidated Financial Report” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“DUNS Number” means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

“FAIN” means the Federal Award Identification Number.

“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.
"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Program" means the services to be provided pursuant to this Agreement.

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

"Program Income" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"SAM" means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph Reference source not found.."Term" has the meaning set forth in Paragraph Error! Reference source not found..

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.
ARTICLE IV
PAYMENT

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

4.2. Illinois Grant Funds Recovery Act. Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital Improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 et seq.). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE. Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable Federal laws or regulations.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

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

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in PART TWO or PART THREE. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 7 of 46
4.7. **Timely Billing Required.** Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in PART TWO or PART THREE. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor’s approval of Grantee’s request for an extension shall not be unreasonably withheld.

4.8. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

**ARTICLE V**

**SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

S.1. **Scope of Grant Activities/Purpose of Grant.** Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including Exhibit A (Project Description) and Exhibit B (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State’s Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in PART TWO (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in PART THREE.

S.2. **Scope Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor give written approval. See 2 CFR 200.308.

S.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment will be included in Exhibit G. Grantee shall adhere to the specific conditions listed therein.

**ARTICLE VI**

**BUDGET**

6.1. **Budget.** The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.
6.2. **Budget Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. **Discretionary Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. **Non-discretionary Line Item Transfers.** Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. **Notification.** Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII**

**ALLOWABLE COSTS**

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

7.2. **Indirect Cost Rate Submission.**

(a) This Paragraph 7.2 applies only to:

(i) A Grantee who charges, or expects to charge, any Indirect Costs; and

(ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments.

(ii) Appendix Ill to 2 CFR Part 200 governs Indirect Cost Rate Proposals for institutions of higher education.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix Ill of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix Ill(C)(B)).

7.3. **Transfer of Costs.** Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.
7.4. **Higher Education Cost Principles.** The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. **Government Cost Principles.** The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

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

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

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

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

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

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

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.
(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

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

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

**ARTICLE VIII**

**REQUIRED CERTIFICATIONS**

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 et seq. or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 et seq.).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug-free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

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

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

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).

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

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the Program, 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 Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

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

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Laws of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
(e) Environmental Protection Act Violations. Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(f) Goods from Child Labor Act. Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

ARTICLE IX
CRIMINAL DISCLOSURE

9.1. Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X
UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);


(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (42 USC 12101 et seq.); and

(f) The Age Discrimination Act (42 USC 6101 et seq.).
ARTICLE XI
LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

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

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

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

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix l(1) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

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

ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

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the Grantor’s Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor’s request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Annual Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee’s fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee’s tax return.
(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit F must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances, where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award’s statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

ARTICLE XV
AUDIT REQUIREMENTS

15.1. **Audits.** Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor’s Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. **Audit Requirements.**

(a) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of the audit period.

(b) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than $750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends more than $300,000 in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

(ii) If, during its fiscal year, Grantee expends less than $300,000 in Federal and State Awards, but the total revenue it receives is in excess of $300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) 180 days after the end of the audit period.

15.3. **Performance of Audits.** For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor’s most recent peer review report and acceptance letter.

15.4. **Report Timing.** Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. **Termination.**

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days’ prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a State of Illinois

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partial termination, the portion to be terminated. If Grantor determines in the case of a partial
termination that the reduced or modified portion of the Award will not accomplish the purposes for
which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance
notice:

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

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

(iii) For cause, which may render the Grantee ineligible for consideration for future
grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach
within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15
calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the
breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed
prior to the date of termination.

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

16.3. Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and
conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR
200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions,
Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor
policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the
State of Illinois Grantee Compliance Enforcement System.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or
takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to
object and challenge such suspension, termination or other action by Grantor in accordance with any applicable
processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee
Compliance Enforcement System. 2 CFR 200.341.

16.5. Effects of Suspension and Termination.

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

(b) Grantee shall not incur any costs or obligations that require the use of these Grant
Funds after the effective date of a suspension or termination, and shall cancel as many outstanding
obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or
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after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

ARTICLE XVIII
NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee’s legal status, Federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days’ prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee’s failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee’s ability to perform this Agreement.

18.4. Circumstances Affecting Performance: Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee’s ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee’s ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.
ARTICLE XIX
STRUCTURAL REORGANIZATION

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, PART TWO or PART THREE may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI
CONFLICT OF INTEREST


21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an Instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor’s annual salary, or $106,447.20 (30 ILCS 500/50-13). An Instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII
EQUIPMENT OR PROPERTY

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer.
transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by
Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of
sale therefor.

22.2. **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, material, or real
property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds
must comply with the requirements of 2 CFR 200.311.

22.3. **Equipment and Procurement.** Grantee must comply with the uniform standards set forth in 2 CFR
200.310-200.316 governing the management and disposition of property which cost was supported by Grant
Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and
Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds
used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in
establishing procedures for the procurement of supplies and other expendable property, equipment, real property
and other services with Grant Funds. These standards are furnished to ensure that such materials and services are
obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and
executive orders.

**ARTICLE XXIII**

PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. **Publications, Announcements, etc.** Use of Grant Funds for promotions is subject to the
prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used
in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written
materials, Grantee agrees to include in these publications, announcements, reports, flyers, brochures and all other
such material, the phrase “Funding provided in whole or in part by the [Grantor].” Exceptions to this requirement
must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to
Grantee.

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

**ARTICLE XXIV**

INSURANCE

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

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

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ARTICLE XXV
LAWSUITS

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee’s use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party’s agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI
MISCELLANEOUS

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

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. Exhibits A through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee’s rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

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

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party’s right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 22 of 46
not waive sovereign immunity by entering into this Agreement.

26.9. **Compliance with Law.** This Agreement and Grantee’s obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. **Compliance with Confidentiality Laws.** If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

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

26.12. **Precedence.** In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

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

26.14. **Entire Agreement.** Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

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

26.16. **Attorney Fees and Costs.** Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys’ fees, costs and expenses associated with such proceedings.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Grant Activities described on this Exhibit A, the Deliverables and Milestones listed on Exhibit B and the Performance Measures listed on Exhibit E within the term of this Agreement, as provided in paragraph 1.4, herein.

AUTHORITY: The Department is authorized to make this Grant pursuant to 42 U.S.C.A. 9901 et seq. and 20 ILCS 625.

The purpose of this authority is as follows:

Provide grants to Community Action Agencies for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient.

PROJECT DESCRIPTION:

Program Objective

Grantee must use Grant Funds provided under this Agreement for the Community Services Block Grant ("CSBG") program to develop and implement programs to assist low-income Illinois residents in working towards family stabilization and self-sufficiency pursuant to Exhibit B and the Grant-specific terms/conditions in Article XII. For carrying out such program objectives, the total compensation and reimbursement payable by the Department to the Grantee shall be in compliance with and not exceed the amount specified in the Budget (Attachment B). The Department shall distribute/pay the total amount of the Grant Funds to the Grantee in accordance with this Grant Agreement, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75 et. seq.), Subpart I of the Department of Health and Human Services Block Grant Regulations (45 CFR Part 96 et. seq.), the Community Opportunities, Accountability, and Training and Educational Services Act of 1998 (42 U.S.C.A. §9901 et seq), the Uniform Administrative Requirement for Grants and Cooperative Agreements to State, Local and Tribal Governments (45 CFR Part 92 et. seq.) (the "CSBG Act"), the Illinois Economic Opportunity Act (20 ILCS 625), the Illinois Administrative Rules for the State Administration of the Federal Community Services Block Grant Program (47 Ill. Adm. Code 120), the Department's Annual Consolidated Plan, and any other regulations and policies promulgated 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 modifications to this Agreement shall be incorporated in accordance with the applicable provisions herein, including but not limited to Sections 5.2 and 6.2.
EXHIBIT B

DELIVERABLES OR MILESTONES

See Attachment A. CSBG Work Program Summary
EXHIBIT C

PAYMENT

Grantee shall receive $1,039,715.00 under this Agreement.

Enter specific terms of payment here:

The Award amount listed above is not a guarantee of payment, and Grantee’s receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement
Payments to the Grantee are subject to the Grantee’s submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor’s approval of eligible costs and cash amount requested for reimbursement of those costs.

Pre-Award Costs
Reimbursement of costs incurred prior to the start of the Grant Term provided in paragraph 1.4, herein may be allowed only if specifically provided for in the Project Description (Exhibit A), as approved by the Grantor in its sole discretion. If not clearly identified in the Project Description (Exhibit A), any costs incurred prior to the Grant Term will be disallowed. Pre-award costs will only be allowed if the costs are directly pursuant to the negotiation and in anticipation of the Award, where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Award. 2 CFR 200.458.

See Attachment B. Uniform Grant Budget
CONTACT INFORMATION

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

The Grantee acknowledges and agrees that its address set forth below 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 Grantor 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 Grantor of its current/last known address. In the event that the Grantee changes its current address, it shall contact its Grant Manager and notify him or her of said change of address and a formal modification will be executed.

GRANTOR CONTACT

Name: Jennifer Barnes
Title: Grant Manager
Address: 500 E Monroe St
Springfield, IL 62701
Phone: 217-558-0480
TTY#: (800) 785-6055
Fax#: N/A
Email Address: Jennifer.Barnes@illinois.gov

GRANTEE CONTACT

Name: Mary Keating
Title: Director
Address: 421 North County Farm Road
3rd Floor
Wheaton, IL 60187-3978
Phone: 630-407-6420
TTY#: N/A
Fax#: 630-407-6501
Email Address: Mary.Keating@dupageco.org

The following are designated as Authorized Designee(s) for the Grantee (See Part Two, Article XXVII):

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

Authorized Designee Signature: 
Authorized Signatory Approval: 

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

Authorized Designee Signature: 
Authorized Signatory Approval: 

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

Authorized Designee Signature: 
Authorized Signatory Approval: 

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Illinois Department of Commerce and Economic Opportunity

Notification of Additional Authorized Designee

Grantee Name: DuPage County Department of Community Services

DCEO Grant Number(s): 18-231028

Authorized Signatory: Mary A. Keating, Director
(Printed Name and Title)

Date: 9/25/7

Pursuant to the above referenced grant agreement(s), the Authorized Signatory may assign Authorized Designees to submit materials to the Department by submitting written notice. In processing the above referenced grant(s) and related documentation, the Department will only accept materials signed by the Authorized Signatory or Designee(s). By submitting this form, the Authorized Signatory of the above referenced grant(s) is providing notice that the following person(s) be named an Authorized Designee for the above referenced grant(s). The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below.

Authorized Designee: Gina Strafford-Ahmed
Authorized Designee Title: Administrator Intake & Referral, CSBG Coordinator
Authorized Designee Phone: (630) 407-6444

Authorized Designee Signature: Signature on File

Authorized Signatory Approval: Signature on File

Authorized Designee: Lisa Hamilton
Authorized Designee Title: I&R Coordinator
Authorized Designee Phone: (630) 407-6416

Authorized Designee Signature: Signature on File

Authorized Signatory Approval: Signature on File

Authorized Designee: Michelle Tunk & Kim Mehring
Authorized Designee Title: Assistant Financial Services Administrator
Authorized Designee Phone: (630) 407-6145 or (630) 407-6165

Authorized Designee Signature: Signature on File

Authorized Signatory Approval: Signature on File
Authorized Designee: Jennifer Pitsenbarger
Authorized Designee Title: Division I Assistant
Authorized Designee Phone: (630) 407-6421.

Authorized Designee Signature: ____________________________
Authorized Signatory Approval: ____________________________

Note that the Department will continue to accept documentation submitted from all Authorized Designee(s) until notified to the contrary in writing signed by the Authorized Signatory.
GRANTOR CONTACT FOR AUDIT QUESTIONS—AUDIT UNIT

Name: James Misch
Email: externalauditunit@illinois.gov
Phone: (312) 814-4057
Fax: (312) 793-0338
Address: 100 West Randolph
Suite 3-400
Chicago, IL 60601

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Lisa Hodson
Email: Lisa.Hodson@illinois.gov
Phone: 217-785-6417
Fax#: N/A
Address: 500 E Monroe St
Springfield, IL 62701
EXHIBIT E

PERFORMANCE MEASURES

See Exhibit B.
EXHIBIT F

PERFORMANCE STANDARDS

In accordance with the performance measures set forth in Exhibit B, reimbursement will only be provided for those allowable expenditures that can be sufficiently documented.
EXHIBIT G

SPECIFIC CONDITIONS

See Attachment C. Exhibit G Continued Special Conditions.
PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

ARTICLE XXVII
AUTHORIZED SIGNATORY

27.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein in paragraph 1.6 or Exhibit D. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in Exhibit D. Without such notice, Grantor will reject any materials signed or submitted on the Grantee’s behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on Exhibit D. If an Authorized Designee(s) appears on Exhibit D, 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 Agreement.

ARTICLE XXVIII
ADDITIONAL AUDIT PROVISIONS

28.1. Discretionary Audit. The Department may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor’s Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor’s Communication With Those Charged With Governance).

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

externalauditunit@illinois.gov

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

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

ARTICLE XXIX
ADDITIONAL MONITORING PROVISIONS

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

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ARTICLE XXX
ADDITIONAL INTEREST PROVISIONS

30.1. Penalty for Non-Interest Bearing Account. If Grantee is required to keep Grant Funds paid in advance of the actual expenditure of funds in an interest-bearing account pursuant to paragraph 4.6(b) of this Agreement, Grantee will be responsible for the payment of interest to Granter at a rate equal to twelve percent (12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written approval from Granter. Grant funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee's discretion. Exceptions to this paragraph are not permissible without prior written approval by Granter.

30.2. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to $500 per year may be retained by the Grantee for administrative expenses. Any additional interest earned on Grant Funds above $500 per year must be returned to the Grantor pursuant to paragraphs 4.2 and 33.2 herein, or as otherwise instructed by the Grant Manager or as set forth in PART THREE. All interest earned must be expended prior to Grant Funds. All reporting documents should reflect the full expenditure of any interest earned. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Department as described in paragraphs 4.2 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Granter as provided in Article XIII herein. If applicable, the Grantor will remit interest earned and returned to Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this paragraph 30.2 are inapplicable to the extent any statute or rule provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in PART THREE.

ARTICLE XXXI
ADDITIONAL BUDGET PROVISIONS

31.1. Restrictions on Discretionary Line Item Transfers. Unless set forth otherwise in PART THREE herein, Budget line item transfers within the guidelines set forth in paragraph 6.3 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 2 CFR 200.308.

ARTICLE XXXII
ADDITIONAL REPRESENTATIONS AND WARRANTIES

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

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

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

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
(d) That to the best of the Grantee’s knowledge and belief, the Grantee, its principals and key project personnel:

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

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of Federal or State antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (Federal, State or local) with commission of any of the offenses enumerated in sub-paragraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any Federal or State agency or a local government.

Any request for an exception to the provisions of this paragraph 32.1(d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee’s knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to Article XVI herein and any applicable rules.

ARTICLE XXXIII
ADDITIONAL TERMINATION, SUSPENSION AND NON-COMPLIANCE PROVISIONS

33.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to Article XVI herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement;

(b) Direct the Grantee to remit an amount equivalent to the “Net Salvage Value” of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, “Net Salvage Value” is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses; and
(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

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

33.3. **Grant Funds Recovery Procedures.** In the event that Grantor seeks to recover from Grantee funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq. (GFRA), for the recovery of grant funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA shall apply to these proceedings. The Parties agree that Grantor’s Administrative Hearing Rules (56 Ill. Admin. Code Part 260S) shall govern these proceedings.

33.4. **Grantee Responsibility.** Grantee shall be held responsible for the expenditure of all funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.338 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

**ARTICLE XXXIV
ADDITIONAL MODIFICATION PROVISIONS**

34.1. **Modifications by Operation of Law.** This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in Federal or State law or regulations applicable to this Agreement. Grantor shall initiate such modifications, and Grantee shall be required to agree to the modification in writing as a condition of continuing the Grant. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.

34.2. **Discretionary Modifications.** If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in Articles V and VI and paragraphs 34.1 and 34.3, written notice of the proposed modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the 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 Grantor shall consider those objections when evaluating whether to follow through with the proposed modification. The Grantor’s notice to the Grantee shall contain the Grantee name, Grant number, modification number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee shall submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (**Exhibits A, B and E**).

34.3. **Unilateral Modifications.** The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee’s funding allocation as additional funds become available for the Award during the program year covered by the term of this Agreement.

34.4. **Management Waiver.** The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific grant terms that the Grantor determines are necessary to place the Grantee in State of Illinois

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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 Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.

34.5. **Term Extensions.** The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and E) must be completed during the Grant Term set forth in paragraph 1.4 herein. Extensions of the Grant Term will be granted only for good cause, and only in increments of six (6) months, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 et seq.), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Grant Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Grant Term or extended Grant Term, as applicable, stating the reason for the extension.

**ARTICLE XXXV**

**ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

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

35.2. **Hiring State Employees Prohibited.** No State officer or employee may be hired to perform services under this Agreement on behalf of Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor.

**ARTICLE XXXVI**

**ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

36.1. **Equipment Management.** The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials shall be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate authorities.

**ARTICLE XXXVII**

**APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

37.1. **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 Grantor shall not be responsible for monitoring Grantee’s compliance.

37.2. **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 Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein.
37.3. **Historic Preservation Act (20 ILCS 3420/1 et seq.).** The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois 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).

37.4. **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 (12) 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.

37.5. **Equal Pay Act of 2003 (820 ILCS 112 et seq.).** If the Grantee has four (4) 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.

37.6. **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 Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).

37.7. **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 Grant Activities to be performed under this Agreement.

37.8. **Identity Protection Act (5 ILCS/179 et seq.) and Personal Information Protection Act (815 ILCS 530 et seq.).** The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.
ARTICLE XXXVIII
ADDITIONAL MISCELLANEOUS PROVISIONS

38.1. Workers’ Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Workers’ 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.

38.2. Required Notice. Grantee agrees to give prompt notice to the Granter of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Granter relating to (i) a Termination or Suspension (Article XVI), (b) Modifications, Management Waivers or Term Extensions (Article XXXIV) or (c) Assignments (paragraph 26.4) must be executed by the Director of the Granter or her or his authorized designee.

38.3. Completion of Specific Conditions. If there are specific conditions required by this Award pursuant to 2 CFR 200.207 and paragraph S.3 herein, once Grantee completes a specific condition, Granter shall document the completion and notify the Grantee in writing. A formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV is not required.

ARTICLE XXXIX
ADDITIONAL REQUIRED CERTIFICATIONS

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee’s execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

39.1. 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.

39.2. 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 of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). A copy of the policies shall be provided to the Granter upon request.

39.3. 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 Granter 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 Granter. 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.
39.4. **Lien Waivers.** If applicable, 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.
PART THREE – THE PROJECT-SPECIFIC TERMS

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

ARTICLE XL
REPORT DELIVERABLE SCHEDULE

40.1. External Audit Reports. External Audit Reports may be required. Refer to Article XV of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

40.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to paragraph 13.3(a) of this Agreement to determine whether you are required to submit Annual Financial Reports.

40.3. Required Periodic Reports. Below is the required periodic reporting schedule for this grant.

April 2018
• Quarterly Periodic Financial Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager

July 2018
• Quarterly Periodic Financial Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager

October 2018
• Quarterly Periodic Financial Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager

January 2019
• Quarterly Periodic Financial Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager

March 2019
• End of grant Closeout Financial Report (03/01/2019) - Covering Period of 01/01/2018 - 12/31/2018; Send To: Grant Manager
• End of Grant Closeout Performance Report (03/01/2019) - Covering Period of 01/01/2018 - 12/31/2018; Send To: Grant Manager
May 2019

• Annual FY Financial Report (05/29/2019) - Covering Period of 12/01/2017 - 11/30/2018; Send To: Grant Manager

May 2020

• Annual FY Financial Report (05/28/2020) - Covering Period of 12/01/2018 - 11/30/2019; Send To: Grant Manager

40.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in Articles XIII, XIV, XV and XL unilaterally, and must obtain prior written approval from Grantor to change any reporting deadlines.

ARTICLE XLI
GRANT-SPECIFIC TERMS/CONDITIONS

41.1. Sub-recipient(s)

The Department acknowledges and recognizes that any sub-recipient(s) named in Exhibit B will be receiving a sub-grant under this Agreement and will be performing services to further and fulfill the Scope of Work as directed by the Grantee. The Grantee acknowledges and agrees that the Grantee remains responsible for administering and fulfilling all of the terms and conditions of this Agreement. The Grantee is responsible for incorporating a copy of this Agreement into any sub-grant or contract or agreement between itself and the sub-recipient(s) and is responsible for ensuring that it and its sub-recipient(s) are in compliance with the same.

Method of Compensation
In addition to the payment methods described in Article IV, the Grant Funds will be distributed in accordance with the invoice-voucher procedures of the Office of the State Comptroller. The first payment of Grant Funds will be for program initiation and will be based on the Grantee’s reported obligation for the program’s immediate cash needs. Thereafter, the Grant Funds will be distributed for the dual purpose of covering the allowable expenditures to date, as well as, the immediate cash needs of the Grantee to operate the program. Further, costs charged under this Agreement cannot exceed the total award of this grant.

Administrative Costs
Grantee shall receive reimbursement for allowable costs under the Administration category not to exceed a total of 16% of allowable expenditures. As an example, an agency which expends 75% of the total allocation will only be allowed to spend a total of 16% of the amount of actual expenditures for administrative purposes.

Additional Budget Modifications
Grantee expressly understands and agrees that the total available amount of this Agreement is contingent upon the Grantee's ability to spend the Grant Funds in accordance with Exhibit B contained in this Agreement. The Department reserves the right to establish an initial available funding amount based on programmatic performance in previous years.

If the Grantee has reason to believe that its costs for the grant period will exceed a budgeted line item or cost category, it must request approval from the Department in writing prior to exceeding any approved budget line item or cost category, except that the Grantee may vary budgeted line items or cost categories in accordance with the following limitations:

1. Program Support and Direct Client Assistance cost categories may vary up to 10% plus or minus the approved budget amount or $1,000, whichever is greater.
2. Administration cost category may NOT be increased.
3. Special cost categories may NOT be increased or decreased without prior written approval from the Department.

Any variance in cost categories or line items within the terms listed above shall not alter the requirement for formal modification of this Agreement when the goals, objectives and activities listed in this part are measurably changed.

Unilateral Modifications
The parties agree that Grantor may unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the grant during the program year covered by the term of this Agreement.

Travel Costs
Costs in accordance with the latest Federal domestic lodging, travel, meals and incidental rates are allowable for expenses incurred by employees who are in travel status on official business performing duties/services related to this Agreement. Grantee must retain receipts on file as source documentation for travel expenses of its employees. Information on the Federal domestic travel and per diem rates can be found at www.gsa.gov and 41 CFR Subtitle F Chapter 300-304. If the Grantee has a travel policy with a rate or rates that exceed the Federal domestic travel and per diem rates, the Grantee must submit its policy to the Department for review and approval prior to incurring any travel costs.

Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the non-Federal entity. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the non-Federal entity's non-federally-funded activities and in accordance with non-Federal entity's written travel reimbursement policies. Notwithstanding the provisions of 45 CFR 75.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or pass-through entity when they are specifically related to the Federal award.

Procurement
Grantee shall follow the procurement standards as established in 45 CFR §75.326 - §75.335.

Non-Expendable Personal Property
Grantee must not purchase non-expendable personal property costing $5,000 or more without the Department's prior approval. The Grantee agrees to comply with 45 C.F.R. 75.316-323, as applicable to its organization, in the management of property. Further, 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. The Grantee may hold title in its name to all equipment or non-expendable tangible personal property purchased with Grant Funds for program operation subject to the following: it is understood that non-expendable personal property purchased by the Grantee with Grant Funds and non-expendable personal property received from the grantor shall not be the property of the Grantee but must be held by in trust for the benefit of the people of the State of Illinois. As such, the Grantee must not sell, abandon or otherwise dispose of such property without the prior written approval of the Department. Equipment must be used on the original project as long as needed. While being used on the original project, equipment may be made available for "shared use" with other activities, provided that use will not interfere with its use for the original project. When no longer needed for the original purpose, equipment may be used for other projects subject to the Department's written approval. The Grantee must maintain appropriate property records and annually conduct an inventory of all equipment or nonexpendable personal property purchased with Grant Funds. Within thirty (30) days of receipt of purchased equipment, an "Equipment Acquisition Form" must be completed and sent to the Department. Upon the termination of the Agreement and upon the election of the Department, the Grantee must surrender possession of such property to the Department.

Real Estate Expenditures Prohibited
Grantee agrees not to use Grant Funds for the purchase or improvement of land or the purchase, construction, or permanent improvement (other than low cost residential weatherization or other energy-related repairs as authorized by the Department) of any building or other facility.

Audits, Inspections and Record Retention.
The Grantee will as often as deemed necessary by the Department or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives, permit the Department, or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or Comptroller General of the United States, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this Grant. The Grantee shall include in all of its contracts under this Agreement a provision that the Department or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent books, documents, papers and records of any such contractor involving transactions related to the contract. The Grantee is accountable for all Grant Funds received under this Agreement and shall maintain, for a minimum of four (4) years following written approval from the Department that all disbursements of grant funds have been reviewed, considered adequate and closed by the Department.

The Grantee is accountable for all grant funds received under this Agreement and in addition to the requirements contained in Section 12.1 herein, shall maintain, until the closeout of the grant by the U.S. Department of Health and Human Services, all records that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a description of each activity undertaken
b. Records demonstrating that each activity undertaken is in compliance with the CSBG program;
c. Records required determining the eligibility of activities;
d. Records required to document the use of Grant Funds in accordance with applicable cost principles, as further described in the federal regulations;
e. Financial records as required by the applicable federal regulations.
Additional Audit Requirements
Grantee shall be subject to any and all applicable audit requirements under Subpart F of 45 CFR Part 75. For sake of clarification, the Federal Office of Management and Budget combined and streamlined OMB circular A-133 into the Uniform Requirements.

Further, the Department reserves the right to conduct limited scope audits, at any time, of any Grant Funds expended under this Agreement or of the Grantee’s agency-wide financial statements. The Department must have the right to examine corporate books and records which may be necessary to test the allocation equity of Grant Funds and to determine the ability of the Grantee to safeguard the Grant Funds. The Grantee must fully cooperate, in a timely manner, in preparing for and conducting the audit and in the resolution of audit findings.

Additional Reporting Requirements
In addition to the reporting requirements set forth in Article 40.3, the Grantee must provide the following reports to the Department:

1. For each grant, a certified cost report must be submitted via the GRS Fiscal electronic reporting system prior to submitting a request for Grant Funds.
2. Quarterly programmatic reports which include board membership reports, board minutes, services report, demographics report, revolving loan fund reconciliation and any other report as required by the Department.
3. Annual scholarship report
4. An Annual Report which contains information based on agency wide activities in a format prescribed by the Department.
5. Any additional reports required by the Department as a result of a corrective action or quality improvement plan

Monitoring and Evaluation Requirements
The Department will periodically monitor and evaluate the Grantee’s performance under this Agreement for compliance with federal regulations, state administrative rules, statutes, and programmatic guidelines and all covenants under this Agreement. The grant will be evaluated to gauge its impact upon the low-income community and to determine the effective and efficient utilization of Grant Funds. Evaluations will occur both during the performance of the scope of work and after completion.

Grantee performance will be measured in part on the effective use of a Result Oriented Management and Accountability ("ROMA") system pursuant to the CSBG Act, specifically 42 U.S.C.A. §9908 and §9917(b). In addition, Grantee will be evaluated based on compliance with "Organizational Standards for CSBG Eligible Entities" established under 678B of the CSBG Act (42 U.S.C. §9914) and the Community Services Block Grant Information Memorandum Transmittal No. 138.

Board Requirements
This Agreement is conditionally approved pending verification that the tripartite board requirement has been met (42 U.S.C.A. §9910). In the event that the Grantee fails to fulfill the tripartite board requirement, on a calendar quarterly basis, the Department shall monitor and evaluate the Grantee’s progress in becoming compliant with this requirement. The Grantee’s failure to become compliant could be considered a default under this Agreement and the Grant Funds would become subject to recovery.

CSBG Revolving Loan Program
The CSBG Revolving Loan Program has been suspended. Grantee agrees that grant funds under this Agreement must not be used for any new loans

Publication, Reproduction and Use of Material

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No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Department shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under the Agreement.

Any publication produced as a result of or with funding under this Grant shall contain the following language on its title page: “This project was conducted with funds provided under the Community Services Block Grant Program administered by the Illinois Department of Commerce and Economic Opportunity and it does not necessarily represent, in whole or in part, the viewpoint of the Illinois Department of Commerce and Economic Opportunity.”

**Debarment**

In addition to Article 8.1(k), Grantee must certify that all current and prospective employees, contractors and subcontractors are in “good standing” prior to engaging their services under this Agreement and must certify such “good standing” status at least annually thereafter.

**Bond and Depository Insurance Requirements**

Grantee must provide bonding for every officer, director or employee who handles Grant Funds under this Agreement. The amount of coverage must be the higher of $100,000 or the highest cash draw during the term of the Agreement.

Grantee must place Grant Funds in insured accounts whenever possible. In the event Grant deposits exceed insured limits, the Grantee must require the Depository to pledge securities sufficient to cover the uninsured exposure.

**No Discrimination in Services**

Grantee must comply with:

A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and must immediately take any measures necessary to effectuate this assurance.

B. Section 2606(a) of the Omnibus Budget Reconciliation Act of 1981 provides that:

No person shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 also shall apply to any such program or activity.

**Fraud and/or Abuse**

Grantee shall report in writing to the State’s Office of Executive Inspector General (“OEIG”) any suspected fraud, abuse or misconduct associated with any service or function provided for under this contract by any parties directly or indirectly affiliated with this Agreement including but not limited to, Grantee staff, Grantee sub-contractor, Department employee or Department contractor. Grantee shall make this report within three (3) days of first suspecting fraud, abuse or misconduct. Grantee shall not conduct any investigation of the suspected fraud, abuse or misconduct without the express concurrence of the OEIG; the foregoing notwithstanding, the Grantee may conduct and continue investigations necessary to determine whether reporting is required under this paragraph. Grantee must report to OEIG as described.
in the first sentence above. Grantee shall cooperate with all investigations of suspected fraud, abuse or misconduct reported pursuant to this paragraph. Grantee shall require adherence with these requirements in any contracts it enters into with sub-contractors. Nothing in this paragraph precludes the Grantee or sub-contractors from establishing measures to maintain quality of services and control costs that are consistent with their usual business practices, conducting themselves in accordance with their respective legal or contractual obligations or taking internal personnel-related actions.

Political Activity
Programs assisted by CSBG Grant Funds shall not be carried out in a manner involving the use of grant funds for any political activity. The provision of services, or the employment or assignment of personnel in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan political activity is considered an unallowable activity. Any political activity associated with a candidate, orcontending faction or group, in an election for public or party office is also not an allowable expense. In addition, any activity to provide voters or prospective voters with transportation to the polls or similar assistance with any such election, or any voter registration activity is unallowable.
Outreach Community Ministries (Sub-grantee) will operate an Employment Opportunity Program for economically disadvantaged youth and young adults who are not attending school and need to develop their job skills to attain employment.

**Persons:** 11

**CSBG Goal #:** 01

**Outcome Target:** 17

**Outcome Measure(s):**
- 01.01 Unemployed youth who obtained employment to gain skills or income.
- 02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma
- 03.08 Individuals engaged with the Community Action Agency who report improved financial well-being
- 04.04 Individuals who improved skills related to the adult role of parents/caregivers

### Program Support

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**01.021 Career Counseling (13)**

DuPage County workNet/WIOA will assist CSBG eligible residents with CNC Computer training, Truck Driving Certification, Welding training, Healthcare training or other in demand employment training certification via WIOA (DuPage workNet).

**Persons:** 9

**CSBG Goal #:** 01

**Outcome Target:** 15

**Outcome Measure(s):**
- 01.05 Unemployed adults who obtained employment (with a living wage or higher)
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
- 03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

### Program Support

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**01.051 Job Search (1)**

360 Youth Services (Sub-grantee) will assist homeless youth with attaining their GED's, job skills, transportation, employment and stable housing.

**Persons:** 24

**CSBG Goal #:** 01

**Outcome Target:** 38

**Outcome Measure(s):**
- 01.01 Unemployed youth who obtained employment to gain skills or income.
- 02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being
05.03 Individuals who demonstrated improved mental and behaviors

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Education and Cognitive Development

02.061 Educational Financial Aid Assistance (1)
DuPage County Department of Community Services Intake and Referral unit will provide scholarships to CSBG eligible persons for post-secondary education.

Persons: 6
Outcome Target: 6

CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

Outcome Measure(s):
02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills

<table>
<thead>
<tr>
<th>Program Support</th>
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Income, Infrastructure, and Asset Building

03.011 Training and Counseling Services (1)
The H.O.M.E. DuPage, Inc. (Sub-grantee) will provide financial literacy workshops, budgeting seminars, financial counseling, income management skills, and credit repair to CSBG eligible clients.

Persons: 60
Outcome Target: 65

CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

Outcome Measure(s):
03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days
03.03 Individuals who opened a savings account or IDA
03.04 Individuals who increased their savings
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

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Housing

04.011 Housing Payment Assistance (1)
DuPage County Department of Community Services Housing Support unit will provide CSBG eligible clients with funding to prevent homelessness via rent assistance, association fee assistance or mortgage assistance.

Persons: 15
Outcome Target: 20

CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.
Outcome Measure(s):
04.02 A Households who maintained safe and affordable housing for 90 days
04.05 Households who avoided eviction
04.06 Households who avoided foreclosure

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04.041 Housing Placement/Rapid Re-Housing (1)

Catholic Charities Hope House (Sub-grantee) will provide emergency shelter, counseling, job coaching and housing assistance to homeless individuals and families. Hope House will be open, 24 hours, 7 days a week.

Persons: 60
Outcome Target: 80

CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

Outcome Measure(s):
04.01 Households experiencing homelessness who obtained safe temporary shelter

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04.042 Housing Placement/Rapid Re-Housing (2)

Midwest Shelter for Homeless Veterans (Sub-Grantee) will provide homeless veterans with post-traumatic stress disorder and/or substance abuse history temporary housing and supportive services to help obtain permanent housing and become economically secure.

Persons: 9
Outcome Target: 9

CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

Outcome Measure(s):
04.01 Households experiencing homelessness who obtained safe temporary shelter
05.03 Individuals who demonstrated improved mental and behavioral health and well-being

<table>
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Health and Social/Behavioral Development (Includes nutrition)

Total Persons: 2,980
Total Outcome: 2,984

05.061 Dental Services, Screenings and Exams (1)

DuPage County Health Department and DuPage County Department of Community Services Intake and Referral unit will provide assistance with prescriptions, medical supplies, dental treatment/fees, and or medical fees for CSBG eligible clients who are uninsured or lack comprehensive insurance coverage. Will also provide access to health care by assisting eligible clients in completing application for Access DuPage, ACA/Marketplace and Medicaid/Medicare.

Persons: 300
Outcome Target: 301

CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

Outcome Measure(s):
05.02 Individuals who demonstrated improved physical health and well-being

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Loaves & Fishes, People’s Resource Center and West Suburban Community Pantry (Sub-grantees) will provide food, laundry, personal care and paper products to households in need. These three food pantries serve all residents of the County and each will receive $10,000 to provide these items to our residents: People’s Resource Center Food Pantry 1000 families, West Suburban Community Pantry 600 families, and Loaves and Fishes Pantry 1000 families. West Suburban Community Pantry will receive $4000 to provide 80 eligible households with car seats or booster seats.

Outcome Measure(s):
- CSBG Goal #: 01
- CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

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<th>Program Support</th>
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<td>$36,000.00</td>
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Persons: 2680
Outcome Target: 2680

07.011 Case Management (1)

DuPage County Department of Community Services Housing and Self-Sufficiency unit will move participants away from crisis and towards self-sufficiency by providing case management, counseling, referrals and financial assistance.

Outcome Measure(s):
- CSBG Goal #: 01
- CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

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<thead>
<tr>
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Persons: 70
Outcome Target: 120

07.031 Referrals (1)

DuPage County Department of Community Services Intake and Referral unit will provide comprehensive assessment, intake, information, advocacy, and referral services to CSBG eligible clients.

Outcome Measure(s):
- CSBG Goal #: 01
- CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

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Persons: 4800
Outcome Target: 4800

07.101 Legal Assistance (1)
Prairie State Legal Services (Sub-grantee) will provide legal assistance to homeless individuals and families to facilitate their transition to self-sufficiency and to better enable them to secure housing.

**Persons:** 25

**CSBG Goal #: 01**

**Outcome Target:** 25

**Outcome Measure(s):**

06.01.C Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage

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**07.111 Emergency Clothing Assistance (1)**

DuPage County Department of Community Services will provide assistance to clients in need of essential items and services such as food, gas, clothing and furniture.

**Persons:** 400

**CSBG Goal #: 01**

**Outcome Target:** 400

**Outcome Measure(s):**

03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days

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**07.121 Mediation/Customer Advocacy Interventions (1)**

DuPage Federation on Human Services Reform Open Door Program (sub-grantee) will provide emergency assistance for clients in need of essential items and or services such as housing, food, clothing, medical expenses, case management, advocacy, and initial employment expenses.

**Persons:** 120

**CSBG Goal #: 01**

**Outcome Target:** 120

**Outcome Measure(s):**

03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

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**09.011 Agency Capacity Building Activities (1)**

DuPage County Department of Community Services needs to increase agency capacity building, planning and certifications/training to achieve CSBG Standards. Planning, coordination, research and training is needed to maintain CSBG Organizational Standards compliance.

**Persons:** 3

**CSBG Goal #: 00**

**Outcome Target:** 3

**Agency Capacity Building**

**Total Persons:** 3  
**Total Outcome:** 3
**Outcome Measure(s):**
00.02 Hours of Agency Staff in capacity building activities

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**Grant 18-231028 Work Program Totals**

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Attachment: Loaves & Fishes - Agreement (HHS-P-0058-18 : Loaves and Fishes Community Services)
Attachment B. Uniform Grant Budget
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agency: Illinois Department of Commerce and Economic Opportunity
Grantee: DuPage County
NOFO Number: CSFA Number:
CSFA Description:

Section A: State of Illinois Funds

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Budget Expenditure Categories

1. Personnel (200.430)
   - 0101 PERSONNEL (SALARIES & WAGES)
     - 0165 PERSONNEL (SALARIES & WAGES) $402,547.00 $402,547.00

2. Fringe Benefits (200.431)
   - 0102 FRINGE BENEFITS
     - 0102 FRINGE BENEFITS $146,773.00 $146,773.00

3. Travel (200.474)
   - 0103 TRAVEL
     - 0103 TRAVEL $6,300.00 $6,300.00

4. Equipment (200.439)

5. Supplies (200.94)
   - 0105 SUPPLIES
     - 0105 SUPPLIES $2,760.00 $2,760.00

6. Contractual/Subawards (200.318 and .92)
   - 0106 CONTRACTUAL SERVICES
     - 0106 CONTRACTUAL SERVICES $270,385.00 $270,385.00

7. Consultant (200.459)

8. Construction

9. Occupancy (200.465)

10. Research and Development (200.47)

11. Telecommunications
    - 0111 TELECOMMUNICATIONS
    - 0111 TELECOMMUNICATIONS $1,700.00 $1,700.00

12. Training and Education (200.472)
    - 0112 TRAINING AND EDUCATION
    - 0112 TRAINING AND EDUCATION $4,800.00 $4,800.00

13. Direct Administrative Costs (200.413)
    - 0313 DIRECT ADMINISTRATIVE COSTS
    - 0313 DIRECT ADMINISTRATIVE COSTS $32,300.00 $32,300.00

14. Miscellaneous Costs
    - 0114 MISCELLANEOUS COSTS
    - 0114 MISCELLANEOUS COSTS $7,900.00 $7,900.00

15. Grant Exclusive Line Item(s)
    - 0201 CLIENT ASSIST. - BENEFITS
    - 0201 CLIENT ASSIST. - BENEFITS $164,250.00 $164,250.00
    - 0402 SPECIAL - T &A
    - 0402 SPECIAL - T &A $9,000.00 $9,000.00
    - 0403 SPECIAL - ECON DEV/JOB TRAIN
    - 0403 SPECIAL - ECON DEV/JOB TRAIN $120,000.00 $120,000.00

16. Total Direct Costs (add lines 1-15)
    - 01039,715.00 $1,039,715.00

17. Total Indirect Costs (200.414)
    - Rate: N/A %
    - Base: N/A

18. Total Costs State Grant Funds (Lines 16 and 17)
    - 01039,715.00 $1,039,715.00

Packet Pg. 705
SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

a. Negotiate an Indirect Cost Rate with the State of Illinois’ Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;

b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or

c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

Select ONLY One:

1) ☐ Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois’ Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.

2a) ☐ Our Organization currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendix IV(c)(2)(c).

2b) ☐ Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.

3) ☐ Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CFR 200.414 (C)(4)(f) and 200.68.

4) ☐ For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(S); or

☐ complies with other statutory policies.

5) ☑ No reimbursement of Indirect Cost is being requested.

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

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<tr>
<th>Period Covered By NICRA:</th>
<th>From:</th>
<th>To:</th>
<th>Approving Federal or State Agency:</th>
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</thead>
<tbody>
<tr>
<td>Indirect Cost Rate:</td>
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<td>%</td>
<td>The Distribution Base Is:</td>
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</table>
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization: DuPage County

Signature: [Signature on File]

Printed Name: MARY A. KEATING

Title: Director

Phone: (630) 407-6457

Date: 1/17/18

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.
<table>
<thead>
<tr>
<th><strong>Agency Approval</strong></th>
<th><strong>STATE OF ILLINOIS</strong></th>
<th><strong>AGENCY</strong>: Commerce &amp; Econ. Opportunity</th>
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<td><strong>CSFA Description</strong>: Community Services Block Grant</td>
<td><strong>Fiscal Year(s)</strong>: 2018</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Final Budget Amount Approved</strong></th>
<th><strong>Program Approval Signature</strong></th>
<th><strong>Fiscal &amp; Administrative Approval Signature</strong></th>
<th><strong>Date</strong></th>
<th><strong>Date</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,039,715</td>
<td>Signature on File</td>
<td>Signature on File</td>
<td>1/2/18</td>
<td>1/2/18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Budget Revision Approved</strong></th>
<th><strong>Program Approval Signature</strong></th>
<th><strong>Fiscal &amp; Administrative Approval Signature</strong></th>
<th><strong>Date</strong></th>
<th><strong>Date</strong></th>
</tr>
</thead>
</table>

**§200.308 Revision of budget and program plans**

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.
Attachment C. Exhibit H Continued

Special Conditions
### Illinois Grant Accountability and Transparency

**Programmatic Risk Assessment Questionnaire**

**DuPage County Department of Community Services**

**Special Conditions**

<table>
<thead>
<tr>
<th>PRAQ Section:</th>
<th>2b - History of Performance - External</th>
</tr>
</thead>
<tbody>
<tr>
<td>Problem for Clarification/Resolution:</td>
<td>The grantee indicated that more than 20% of their Community Service Block Grant (CSBG) award is subcontracted to another entity. Along with that, the subcontracted entity performs programmatic responsibilities such as: participant eligibility determination, performance reporting, and &quot;program delivery, and financial reporting. Eligibility includes but is not limited to; intake and determination of eligibility of applicants applying for CSBG services. Performance reporting includes but is not limited to; the reporting of progress toward completion of the CSBG work program to meet scope and performance measures. Program delivery may include, but is not limited to: subcontracted intake and approval, provisions of services based on the work program definitions. Financial reporting includes but is not limited to; maintain audit trail and process any and all financial transaction required for the work program. Provide details regarding financial for the work program to meet performance measures defined within the work program.</td>
</tr>
<tr>
<td>Conditions:</td>
<td>The grantee must demonstrate adequate oversight and monitoring of sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract(s).</td>
</tr>
<tr>
<td>Risk Explanation:</td>
<td>Medium to high risk indicates limited experience with sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract awards. This increases the likelihood of compliance and/or performance issues with the third-party entity.</td>
</tr>
<tr>
<td>How to Resolve:</td>
<td>The grantee must also provide documented proof of onsite monitoring and audits efforts performed to ensure that the subcontracted entity is compliant with the conditions of the contract and all programmatic requirements.</td>
</tr>
<tr>
<td>Timeframe:</td>
<td>The grantee must provide activity reports for the sub-grantee as an addendum to the programmatic quarterly report. Documentation of onsite monitoring must be made available upon request. The reports are due 30 days after the end of each quarter.</td>
</tr>
</tbody>
</table>
Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Details:
- Company Name: Loaves & Fishes Community Services
- Company Contact: Eric Gardner
- Contact Phone: 630-355-3663
- Contact Email: egardner@loaves-fishes.org
- Date: Feb 5, 2018
- Bid/Contract/PO #: 

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☐ NONE (check here) - If no contributions have been made

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

☐ NONE (check here) - If no contacts have been made

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature

Printed Name: Eric Gardner

Title: Director of Philanthropy

Date: Feb 5, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
AWARDING RESOLUTION
ISSUED TO CATHOLIC CHARITIES TO ASSIST
80 HOMELESS RESIDENTS IN ECONOMIC DISTRESS
DUE TO POVERTY AND/OR LONG-TERM UNEMPLOYMENT WITH
TEMPORARY HOUSING AND CASE MANAGEMENT SERVICES
(SUB-GRAINTEE AGREEMENT TOTAL AMOUNT $50,000.00)

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

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of a sub-grantee agreement to Catholic Charities, to maintain a temporary housing facility for those in economic distress due to poverty and/or long-term unemployment, for the period January 1, 2018 through December 31, 2018, for Community Services, under the Community Services Block Grant.

NOW, THEREFORE BE IT RESOLVED that County sub-grantee agreement covering said, to assist 80 homeless residents in economic distress due to poverty and/or long-term unemployment with temporary housing and case management services, for the period January 1, 2018 through December 31, 2018, for Community Services through the Community Services Block Grant, be, and it is hereby approved for the issuance of a sub-grantee agreement by the Procurement Division to Catholic Charities, 16555 Weber Road, Crest Hill, IL 60403, for a total amount of $50,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). (Grant funded)

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Requisition 25k and over

HHS-P-0059-18

PROCUREMENT REVIEW CHECKLIST
REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
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<tbody>
<tr>
<td>February 5, 2018</td>
<td>$50,000.00</td>
<td>1/1/2018 - 12/31/2018</td>
<td>HEALTH &amp; HUMAN SERVICES</td>
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SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Other Professional Services - Detailed Vetting Process Required

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary Keating</td>
<td>Completed</td>
<td>02/05/2018 1:14 PM</td>
</tr>
<tr>
<td>Karen Graczyk</td>
<td>Completed</td>
<td>02/06/2018 9:45 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>02/08/2018 11:49 AM</td>
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<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>02/08/2018 4:26 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
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<tr>
<td>Tom Cuculich</td>
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</tr>
<tr>
<td>Kathy Ostrowski</td>
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<tr>
<td>Health &amp; Human Services</td>
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<td>Finance Committee</td>
<td>Pending</td>
<td>02/27/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Completed</td>
<td>02/27/2018 10:00 AM</td>
</tr>
</tbody>
</table>
**Purchase Requisition**  
**Procurement Services Division**

**Send Purchase Order To:**  
Vendor: Catholic Charities  
Vendor #: 10572  
Attn: Glen Van Cura  
Email:  
Address: 16555 Weber Road  
City: Crest Hill  
State: IL  
Zip: 60403  
Phone: 815-723-3405  
Fax:  
Dept: Community Services  
Division: CSBG Grant

**Send Invoices To:**  
Attn: Gina Strafford-Ahmed  
Email: gina.strafford@dupageco.org  
Address: 421 N. County Farm Road  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-407-6444  
Fax:  
Dept: Community Services  
Division: CSBG Grant

**Send Payments To:**  
Vendor: Catholic Charities  
Vendor #:  
Attn: Glen Van Cura  
Email:  
Address: 16555 Weber Road  
City: Crest Hill  
State: IL  
Zip: 60403  
Phone: 815-723-3405  
Fax:  
Dept: Community Services  
Division: CSBG Grant

**Ship To:**  
Attn: Gina Strafford-Ahmed  
Email: gina.strafford@dupageco.org  
Address: 421 N. County Farm Road  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-407-6444  
Fax:  
Dept: Community Services  
Division: CSBG Grant

**Payment Terms**  
F.O.B.  
PO 20 Delivery Date  
Requisitioner

**Use for**  
PO25 only

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td></td>
<td>Contract purchase order to assist 80 homeless residents with temporary housing and counseling, case management, budgeting assistance, job search assistance, transportation, assistance, job skills/training, and will be linked to various other resources in DuPage County.</td>
<td>18</td>
<td>5000</td>
<td>1650</td>
<td>53824 18-231028 53824</td>
<td>50,000.00</td>
<td>50,000</td>
</tr>
</tbody>
</table>

**Requisition Total** $50,000

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order): 

**Special Instructions/Comments to Buyer or Approver** (these comments will **NOT** appear on the Purchase Order): 

Please return a copy of the Purchase order to Gina Strafford-Ahmed in Community Services and Michelle Tunk in Finance.

**User Department Internal Notes** (these comments will **NOT** appear on the Purchase Order): 

---

*Attachment: Catholic Charities - Requisition (HHS-P-0059-18 : Catholic Charities Hope House)*
<table>
<thead>
<tr>
<th>Vendor: Catholic Charities Hope House</th>
<th>Vendor #: 10572</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Community Services</td>
<td></td>
</tr>
<tr>
<td>Contact: Gina Strafford-Ahmed</td>
<td>Phone: 6444</td>
</tr>
<tr>
<td>Contract Term: 1/1/18-12/31/18</td>
<td></td>
</tr>
<tr>
<td>Contract Total: $50,000.00</td>
<td></td>
</tr>
<tr>
<td>Assigned Committee: HHS</td>
<td></td>
</tr>
<tr>
<td>Description of Procurement/Scope of Work/Background</td>
<td>Catholic Charities Hope House provides shelter to the situationally homeless residents of DuPage County.</td>
</tr>
<tr>
<td>Reason for Procurement</td>
<td>$50,000 in CSBG funds will assist 80 homeless residents with counseling, case management, budgeting assistance, job search assistance, transportation assistance, job skills/training, and will be linked to various other resources in the County.</td>
</tr>
</tbody>
</table>

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): 2018 CSBG 5000-1650
- Budget Transfer (Date) __________ Add'l Information

**DECISION MEMO NOT REQUIRED**

- LOWEST RESPONSIBLE QUOTE # or BID # __________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # __________ __________ Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 __________ Public Utility
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # __________ (include Evaluation Summary if applicable)
- RENEWAL OF RFP # __________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # __________

**PREPARED BY AND APPROVAL(S) (Initials Only)**

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Jan 26, 2018</th>
<th>Recommended for Approval</th>
<th>Jan 26, 2018</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyer</td>
<td>2/8/18</td>
<td>Procurement Officer</td>
<td>2-8-18</td>
<td>Chairman's Office</td>
<td>2-13-18</td>
</tr>
<tr>
<td>Chief Financial Officer (Decision Memos Over $25,000)</td>
<td>2-13-18</td>
<td>Chairman's Office (Decision Memos Over $25,000)</td>
<td>2-13-18</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000
and as otherwise required by the Procurement Review Checklist.

Requesting Department: Community Services
Contact Email: gina.strafford@dupageco.org
Vendor Name: Catholic Charities Hope House

Department Contact: Gina Strafford-Ahmed
Contact Phone: 6444
Vendor #:

Date: Jan 26, 2018
MinuteTraq (IQM) ID #: 11942
Department Requisition #:

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
Approval for sub-grant via the Community Services Block Grant (CSBG) Program to provide shelter to homeless residents of DuPage County. Funding is status quo $50,000.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
CSBG grant funds are needed to support homeless families by providing shelter, counseling, case management, and follow up. Providing funding to Catholic Charities is important to help our residents obtain housing once they have been evicted or their home foreclosed. CSBG has funded this program for over 25 years.

Strategic Impact
Quality of Life
Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.
1.2 Maintain the county wide safety net to help people escape poverty, maximize independence, and achieve economic self-sufficiency. Program will address each of these areas with a focus on economic self-sufficiency.

Source Selection/Vetting Information - Describe method used to select source.
This is a sub-grant exempt from bidding. They will provide direct services for the County's CSBG program and will maintain all records and financial documents. Catholic Charities is an established not for profit in DuPage County and has received Human Services Grant Funds and CDBG funding as well. See attached request for funding.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
1) Issue a sub grantee agreement with Catholic Charities for $50,000. This will allow homeless families to have a safe place to stay and receive other services to establish permanent housing.
2) Do not fund the program and run the risk that families will be forced to live without shelter in their cars or on our streets.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.
1/1/18-12/31/18 $50,000 CSBG
1/1/17-12/31/17 $50,000 CSBG
1/1/16-3/31/17 $50,000 CSBG
1/1/15-3/31/16 $50,000 CSBG
1/1/14-3/31/15 $50,000 CSBG
2018 Community Services Block Grant Proposal

Catholic Charities, Diocese of Joliet desires to participate as a sub-grantee of the County’s Community Services Block Grant. Catholic Charities is requesting $50,000 for Hope House Shelter. Located in DuPage County, Hope House is a 24 hour, 18-bed shelter serving individuals and families made homeless by a crisis (e.g. job loss, divorce, depleted savings, eviction or home foreclosure). It provides short-term shelter and support services to assist and empower clients to find employment and permanent, stable housing leading to self-sufficiency. Hope House also operates a 24 hour toll free crisis hotline, which serves as a primary access point for all those in DuPage County seeking homeless services.

In FY 2017, Hope House served 146 individuals (44 children ages 1-17; 94 adults ages 18-59 and 8 seniors 60+). Of the total served, 53 were Caucasian; 82 African-American; 2 Asian; 2 Native American, and 7 bi-racial. During the past fiscal year, 70% of Hope House clients obtained full-time employment earning enough income to obtain permanent, stable housing in the community.

The funding requested through the County’s Community Services Block Grant will be used to perform the following activities for the benefit of the County in a timely fashion:

1. Maintain a 24 hour, 7 day crisis line to serve as a central clearinghouse for all shelter needs in DuPage
2. Screen, assess and refer clients in need of shelter
3. Carefully screen potential residents particularly regarding substance abuse or serious mental illness and the ability to become self-sufficient with staff assistance
4. House, on a temporary basis, 80 CSBG eligible individuals (125% of the Federal Poverty Level) at an average of five days per client ($125.00 cost per day per client)
5. Provide counseling regarding employment and permanent housing
6. Have on call 24 hours per day, a staff member with a Masters of Social Work or equivalent degree and experience
7. Obtain proof of 90 day income and maintain client file
8. Comply with all assurances as further detailed in Exhibit “A” attached hereto and incorporated as part of the 2018 Community Service Block Grant Agreement

Based on previous awards, Catholic Charities Diocese of Joliet estimates the CSBG funds will be expended within the calendar year of 2018.
AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND CATHOLIC CHARITIES FOR COMMUNITY SERVICE BLOCK GRANT FUNDS

This AGREEMENT is entered into as of this 1st day of January, 2018, by and between the COUNTY OF DUPAGE, ILLINOIS ("COUNTY"), a body politic and corporate, with offices located at 421 N. County Farm Road, Wheaton, Illinois, 60187, and CATHOLIC CHARITIES ("SUBGRANTEE"), a not-for-profit corporation, with offices at 16555 Weber Road, Crest Hill, IL 60403.

SECTION I

STATEMENT OF PURPOSE

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

SECTION II

REQUIREMENTS OF SUBGRANTEE

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

1. Maintain a 24 hour, 7-day crisis line to serve as a central clearinghouse for all shelter needs in DuPage;
2. Screen, assess and refer clients in need of shelter;
3. Carefully screen potential residents particularly regarding substance abuse or serious mental illness and the ability to become self-sufficient with staff assistance;
4. House, on a temporary basis, 80 CSBG eligible individuals (125% of the Federal Poverty Level) at an average of five days per client ($125.00 cost per day per client);
5. Provide counseling regarding employment and permanent housing;
6. Have on call 24 hours a day, a staff member with a Masters of Social Work or equivalent degree and experience;
7. Obtain proof of 90-day income and maintain client file;
8. Provide COUNTY CSBG applications within 30 days of completion;
9. Bill COUNTY monthly for expenses incurred;
10. Comply with all assurances as further detailed in Exhibit "A," attached hereto and incorporated herein as part of this Agreement.

SECTION III

AMOUNT OF THE GRANT

1
The COUNTY shall grant to SUBGRANTEE, as full payment for all activities to be performed by SUBGRANTEE pursuant to this AGREEMENT, a maximum compensation of $50,000.00. Invoicing will be made monthly, based upon expenses incurred, and must include supporting client documentation for expenses billed. Final invoice must be received by January 31, 2019.

SECTION IV

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

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

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

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

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

SECTION V

TIMELY COMPLETION OF PROJECT

Time is of the essence in this AGREEMENT; SUBGRANTEE shall complete all activities described herein by December 31, 2018.
CONDITIONS OF GRANT

A. **Assurances:** The SUBGRANTEE assures the COUNTY that it will comply with the laws, regulations and orders identified in Exhibit "B," attached hereto and made a part of this AGREEMENT. (January 1, 2018- December 31, 2018.)

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

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

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

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

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

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

Subcontractors whose contract amount equals or exceeds $25,000.00 annually and who are subject to the provisions of Whitehouse Office of Management and Budget Circular A-133 ("OMB Circular A-133") shall provide a copy of their most recent audit report or financial statements to the DuPage County Department of Community Services.

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

I. Federal award identifying information:

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

SECTION VII

SUBGRANTEE shall at all times observe and comply with Title 21 CIR Part 570 and all applicable laws, ordinances or regulations of the Federal, State, COUNTY and local government which may in any manner affect the performance of this AGREEMENT, including Community Services Block Grant CSBG Grant No. 16-231028 which is incorporated into and made a part of this AGREEMENT and is attached hereto as Exhibit C, and the SUBGRANTEE shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the Federal Government.

SECTION VIII

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

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

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

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

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

SECTION IX
REPORTING REQUIREMENTS

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

SECTION X
AMENDMENTS

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

SECTION XI
FINANCIAL ASSISTANCE AGREEMENT

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

SECTION XII
INDEMNIFICATION

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

SECTION XIII
TERMINATION

The COUNTY may terminate this AGREEMENT at anytime hereafter, with or without cause, by giving written notice to SUBGRANTEE at the address specified above. Termination shall be effective upon receipt of such notice by SUBGRANTEE, see addition.
A. In the event the COUNTY terminates this AGREEMENT other than for breach thereof by SUBGRANTEE, the COUNTY agrees to pay SUBGRANTEE, and SUBGRANTEE agrees to accept as its sole remedy, cancellation charges equal to the remaining unpaid costs accrued and obligated to date of cancellation.

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

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

SECTION XIV
ASSIGNMENT

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

SECTION XV
UNAVOIDABLE DELAY

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

SECTION XVI
SEVERABILITY

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

SECTION XVII
APPLICABLE LAW & VENUE

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

SECTION XVIII

RELATIONSHIP OF THE PARTIES

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

SECTION XIX

NOTICE

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

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

TO: Catholic Charities
16555 Weber Rd
Crest Hill, IL 60403
Attention: Glenn Van Cura

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

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

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

COUNTY OF DUPAGE
("COUNTY")

BY:__________________________ DATE:_____________

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

ATTEST: ______________________ DATE:_____________

PAUL HINDS, COUNTY CLERK

CATHOLIC CHARITIES
("SUBGRANTEE")

Signature on File
BY: __________________________ DATE: 1/24/2015

TITLE: Executive Director

Signature on File
ATTEST: ______________________ DATE: 1/24/2018
EXHIBIT A

ASSURANCES

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

1. It possesses legal authority to apply for the Grant and to execute the proposed program.

2. It has reviewed and accepted the Grant Agreement in its entirety, including all understandings and assurances contained therein, and directing and designating the authorized representative of the SUBGRANTEE to act in connection with the Grant Agreement and to provide such additional information as may be required.

3. It agrees that no funds granted hereunder shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office, nor shall they be used in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.

4. The grant will be conducted and administered in compliance with:
   a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1, et. seq.), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance.
   b) Section 677, (a) of the Community Services Block Grant Act, which provides that no person shall be excluded on the grounds of race, color, national origin, or sex from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under the program. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program activity.
   c) Title VII of the Civil Rights Act of 1968 (P.L. 90-824) as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the applicant's jurisdiction.
   d) Executive Order 11246 (30 F.R. 12319, September 28, 1965) and all regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training and apprenticeship.

5. The SUBGRANTEE agrees to take affirmative action to ensure that no unfair practice is committed, in accordance with the Illinois Human Rights Act. (775 ILCS 5/1-101 et. seq.).
EXHIBIT B

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

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

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

SEE ATTACHED
INTER-GOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
DuPage County

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at 500 E Monroe St, Springfield, IL 62701, and DuPage County (Grantee), with its principal office at 421 North County Farm Road 3rd Floor, Wheaton, IL 60187-3978, and payment address (if different than principal office) at N/A, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as “Parties” or individually as a “Party.”

PART ONE – THE UNIFORM TERMS

RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I

AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 135836026 is Grantee’s correct DUNS number, that 366006551 is Grantee’s correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- Individual
- Sole Proprietorship
- Partnership
- Corporation (Includes Not For Profit)
- Medical Corporation
- X Governmental Unit
- Estate or Trust
- Pharmacy-Non Corporate
- Pharmacy/Funeral Home/Cemetery Corp.
- Tax Exempt
- Limited Liability Company (select applicable tax classification)
- P = partnership
- C = corporation

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

1.2. Amount of Agreement. Grant Funds shall not exceed $1,039,715.00 of which $1,039,715.00 are federal funds. Grantee agrees to accept Grantor’s payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.
1.3. **Identification Numbers.** If applicable, the Federal Award Identification Number (FAIN) is G-18B11LC0SR, the Federal awarding agency is **Department Of Health And Human Services**, and the Federal Award date is **10/01/2017**. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is **Community Services Block Grant** and Number is **93.569**. The Catalog of State Financial Assistance (CSFA) Number is **420-75-0091**.

1.4. **Term.** This Agreement shall be effective on **01/01/2018** and shall expire on **12/31/2018**, unless terminated pursuant to this Agreement.

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

1.6. **Signatures.** In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY**

By: __________________________
Signature of Sean McCarthy, Director

By: __________________________
Signature of Designee

Date: __________________________

Printed Name: __________________________
Printed Title: __________________________

**DUPAGE COUNTY**

By: __________________________
Signature of Authorized Representative

Date: __________________________

Printed Name: Mary Keating
Printed Title: Director
Email: Mary.Keating@dupageco.org

By: __________________________
Signature of First Other Approver, if Applicable

Date: __________________________

Printed Name: __________________________
Printed Title: __________________________

**Second Other Approver**

By: __________________________
Signature of Second Other Approver, if Applicable

Date: __________________________

Printed Name: __________________________
Printed Title: __________________________

State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017
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ARTICLE II
REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is validly existing and in good standing, if applicable, under the laws of the State in which it was incorporated, organized or created.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to $25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.


2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee’s responsibility to remain current with these registrations and requirements. If Grantee’s status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.
ARTICLE III
DEFINITIONS

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:


"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Consolidated Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.
"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Profit" means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

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

"Program Income" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"SAM" means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph Error! Reference source not found.. Reference source not found.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.
ARTICLE IV
PAYMENT

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

4.2. Illinois Grant Funds Recovery Act. Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital Improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 et seq.). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable Federal laws or regulations.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

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

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in PART TWO or PART THREE. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017
4.7. **Timely Billing Required.** Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in PART TWO or PART THREE. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor’s approval of Grantee’s request for an extension shall not be unreasonably withheld.

4.8. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

**ARTICLE V**

**SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

5.1. **Scope of Grant Activities/Purpose of Grant.** Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including Exhibit A (Project Description) and Exhibit B (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State’s Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in PART TWO (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in PART THREE.

5.2. **Scope Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment will be included in Exhibit G. Grantee shall adhere to the specific conditions listed therein.

**ARTICLE VI**

**BUDGET**

6.1. **Budget.** The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.
6.2. **Budget Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. **Discretionary Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor’s approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. **Non-discretionary Line Item Transfers.** Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. **Notification.** Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII**

**ALLOWABLE COSTS**

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

7.2. **Indirect Cost Rate Submission.**

(a) This Paragraph 7.2 applies only to:

(i) A Grantee who charges, or expects to charge, any Indirect Costs; and
(ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments.

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for institutions of higher education.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(B)).

7.3. **Transfer of Costs.** Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.
7.4. **Higher Education Cost Principles.** The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. **Government Cost Principles.** The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

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

   (a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

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

      (i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

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

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

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

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

   (d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.
(e) **Cash Management.** Requests for advance payment shall be limited to Grantee’s immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

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

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

**ARTICLE VIII**

**REQUIRED CERTIFICATIONS**

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 et seq. or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 et seq.).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for Inpatient substance abuse treatment) (20 USC 7181-7184).
(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug-free workplace pursuant to the Drug Free Workplace Act, 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

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

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

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).

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

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the Program, 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 Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

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

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

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**ARTICLE IX**

**CRIMINAL DISCLOSURE**

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

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**ARTICLE X**

**UNLAWFUL DISCRIMINATION**

10.1. **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

   (a) **The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.),** including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

   (b) **The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);**

   (c) **The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6).** *(See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)));*  

   (d) **Section 504 of the Rehabilitation Act of 1973 (29 USC 794);**

   (e) **The Americans with Disabilities Act of 1990 (42 USC 12101 et seq.);** and

   (f) **The Age Discrimination Act (42 USC 6101 et seq.).**
ARTICLE XI
LOBBying

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

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

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

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

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

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

ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

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the Grantor’s Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. **Failure to Maintain Books and Records.** Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. **Monitoring and Access to Information.** Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor’s request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

**ARTICLE XIII**

**FINANCIAL REPORTING REQUIREMENTS**

13.1. **Required Periodic Financial Reports.** Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327.

13.2. **Close-out Reports.**

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. **Annual Financial Reports.**

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee’s fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee’s tax return.
(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee’s failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit F must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award’s statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

ARTICLE XV
AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the audit period.

(b) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends more than $300,000 in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

(ii) If, during its fiscal year, Grantee expends less than $300,000 in Federal and State Awards, but the total revenue it receives is in excess of $300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 days after the end of the audit period.

15.3. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor’s most recent peer review report and acceptance letter.

15.4. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 17 of 46
partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

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

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

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

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

16.3. Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341.

16.5. Effects of Suspension and Termination.

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

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or

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after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

15.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

ARTICLE XVIII
NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance: Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.
ARTICLE XIX
STRUCTURAL REORGANIZATION

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, PART TWO or PART THREE may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI
CONFLICT OF INTEREST


21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an Instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or $106,447.20 (30 ILCS 500/50-13). An Instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII
EQUIPMENT OR PROPERTY

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the

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transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. **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, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. **Equipment and Procurement.** Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

**ARTICLE XXIII**

**PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. **Publications, Announcements, etc.** Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

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

**ARTICLE XXIV**

**INSURANCE**

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

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

25.1. **Independent Contractor.** Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. **Liability.** Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI
MISCELLANEOUS

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

26.2. **Access to Internet.** Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. **Exhibits and Attachments.** Exhibits A through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

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

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

26.6. **Severability.** If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. **No Waiver.** No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. **Applicable Law; Claims.** This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does State of Illinois

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not waive sovereign immunity by entering into this Agreement.

26.9. **Compliance with Law.** This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. **Compliance with Confidentiality Laws.** If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

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

26.12. **Precedence.** In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

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

26.14. **Entire Agreement.** Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Grant Activities described on this Exhibit A, the Deliverables and Milestones listed on Exhibit B and the Performance Measures listed on Exhibit E within the term of this Agreement, as provided in paragraph 1.4, herein.

AUTHORITY: The Department is authorized to make this Grant pursuant to 42 U.S.C.A. 9901 et seq. and 20 ILCS 625.

The purpose of this authority is as follows:

Provide grants to Community Action Agencies for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient.

PROJECT DESCRIPTION:

Program Objective

Grantee must use Grant Funds provided under this Agreement for the Community Services Block Grant ("CSBG") program to develop and implement programs to assist low-income Illinois residents in working towards family stabilization and self-sufficiency pursuant to Exhibit B and the Grant-specific terms/conditions in Article XLI. For carrying out such program objectives, the total compensation and reimbursement payable by the Department to the Grantee shall be in compliance with and not exceed the amount specified in the Budget (Attachment B). The Department shall distribute/pay the total amount of the Grant Funds to the Grantee in accordance with this Grant Agreement, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75 et. seq.), Subpart I of the Department of Health and Human Services Block Grant Regulations (45 CFR Part 96 et. seq.), the Community Opportunities, Accountability, and Training and Educational Services Act of 1998 (42 U.S.C.A. §9901 et seq), the Uniform Administrative Requirement for Grants and Cooperative Agreements to State, Local and Tribal Governments (45 CFR Part 92 et. seq.) (the "CSBG Act"), the Illinois Economic Opportunity Act (20 ILCS 625), the Illinois Administrative Rules for the State Administration of the Federal Community Services Block Grant Program (47 Ill. Adm. Code 120), the Department’s Annual Consolidated Plan, and any other regulations and policies promulgated 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 modifications to this Agreement shall be incorporated in accordance with the applicable provisions herein, including but not limited to Sections 5.2 and 6.2.
EXHIBIT B

DELIVERABLES OR MILESTONES

See Attachment A. CSBG Work Program Summary
EXHIBIT C

PAYMENT

Grantee shall receive $1,039,715.00 under this Agreement.

Enter specific terms of payment here:

The Award amount listed above is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement

Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor's approval of eligible costs and cash amount requested for reimbursement of those costs.

Pre-Award Costs

Reimbursement of costs incurred prior to the start of the Grant Term provided in paragraph 1.4, herein may be allowed only if specifically provided for in the Project Description (Exhibit A), as approved by the Grantor in its sole discretion. If not clearly identified in the Project Description (Exhibit A), any costs incurred prior to the Grant Term will be disallowed. Pre-award costs will only be allowed if the costs are directly pursuant to the negotiation and in anticipation of the Award, where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Award. 2 CFR 200.458.

See Attachment B. Uniform Grant Budget
EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

The Grantee acknowledges and agrees that its address set forth below 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 Grantor 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 Grantor of its current / last known address. In the event that the Grantee changes its current address, it shall contact its Grant Manager and notify him or her of said change of address and a formal modification will be executed.

GRANTOR CONTACT

<table>
<thead>
<tr>
<th>Name:</th>
<th>Jennifer Barnes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Grant Manager</td>
</tr>
<tr>
<td>Address:</td>
<td>500 E Monroe St, Springfield, IL 62701</td>
</tr>
<tr>
<td>Phone:</td>
<td>217-558-0480</td>
</tr>
<tr>
<td>TTY#:</td>
<td>(800) 785-6055</td>
</tr>
<tr>
<td>Fax#:</td>
<td>N/A</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:Jennifer.Barnes@Illinois.gov">Jennifer.Barnes@Illinois.gov</a></td>
</tr>
</tbody>
</table>

GRANTEE CONTACT

<table>
<thead>
<tr>
<th>Name:</th>
<th>Mary Keating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Director</td>
</tr>
<tr>
<td>Address:</td>
<td>421 North County Farm Road, 3rd Floor</td>
</tr>
<tr>
<td>Phone:</td>
<td>630-407-6420</td>
</tr>
<tr>
<td>TTY#:</td>
<td>N/A</td>
</tr>
<tr>
<td>Fax#:</td>
<td>630-407-6501</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:Mary.Keating@dupageco.org">Mary.Keating@dupageco.org</a></td>
</tr>
</tbody>
</table>

The following are designated as Authorized Designee(s) for the Grantee (See Part Two, Article XXVII):

Authorized Designee: [Signature]
Authorized Designee Title: [Title]
Authorized Designee Phone: [Phone]
Authorized Designee Email: [Email Address]
Authorized Designee Signature: [Signature]
Authorized Designatory Approval: [Signature]
Authorized Designee Title: [Title]
Authorized Designee Phone: [Phone]
Authorized Designee Email: [Email Address]
Authorized Designee Signature: [Signature]
Authorized Designatory Approval: [Signature]

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Illinois Department of Commerce and Economic Opportunity

Notification of Additional Authorized Designee

Grantee Name: DuPage County Department of Community Services
DCEO Grant Number(s): 18-231028

Authorized Signatory: Mary A. Keating, Director
(Printed Name and Title)
Date: 9/25/17

Pursuant to the above referenced grant agreement(s), the Authorized Signatory may assign Authorized Designees to submit materials to the Department by submitting written notice. In processing the above referenced grant(s) and related documentation, the Department will only accept materials signed by the Authorized Signatory or Designee(s). By submitting this form, the Authorized Signatory of the above referenced grant(s) is providing notice that the following person(s) be named an Authorized Designee for the above referenced grant(s). The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below.

Authorized Designee: Gina Strafford-Ahmed
Authorized Designee Title: Administrator Intake & Referral, CSBG
Authorized Designee Signature: 
Authorized Signatory Approval: 

Authorized Designee: Lisa Hamilton
Authorized Designee Title: I&R Coordinator
Authorized Designee Phone: (630) 407-6145 or (630) 407-6165
Authorized Designee Signature: 
Authorized Signatory Approval: 

Authorized Designee: Michelle Tunk & Kim Mehring
Authorized Designee Title: Assistant Financial Services Administrator
Authorized Designee Phone: 
Authorized Designee Signature: 
Authorized Signatory Approval: 

Authorized Designee: Jennifer Pitsenbarger
Authorized Designee Title: Division I Assistant
Authorized Designee Phone: (630) 407-6421

Authorized Designee Signature: ________________________________
Authorized Signatory Approval: ________________________________

Note that the Department will continue to accept documentation submitted from all Authorized Designee(s) until notified to the contrary in writing signed by the Authorized Signatory.
GRANTOR CONTACT FOR AUDIT QUESTIONS—AUDIT UNIT

Name: James Misch  
Email: externalauditunit@illinois.gov  
Phone: (312) 814-4057  
Fax: (312) 793-0338

Address: 100 West Randolph  
Suite 3-400  
Chicago, IL 60601

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Lisa Hodson  
Email: Lisa.Hodson@illinois.gov  
Phone: 217-785-6417  
Fax#: N/A

Address: 500 E Monroe St  
Springfield, IL 62701
EXHIBIT E

PERFORMANCE MEASURES

See Exhibit B.
EXHIBIT F

PERFORMANCE STANDARDS

In accordance with the performance measures set forth in Exhibit B, reimbursement will only be provided for those allowable expenditures that can be sufficiently documented.
EXHIBIT G

SPECIFIC CONDITIONS

See Attachment C, Exhibit G Continued Special Conditions.
PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

ARTICLE XXVII
AUTHORIZED SIGNATORY

27.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein in paragraph 1.6 or Exhibit D. If the Authorized Signatory chooses to assign a Designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the Designee, or provide notice as set forth in Exhibit D. Without such notice, Grantor will reject any materials signed or submitted on the Grantee’s behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on Exhibit D. If an Authorized Designee(s) appears on Exhibit D, 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 Agreement.

ARTICLE XXVIII
ADDITIONAL AUDIT PROVISIONS

28.1. Discretionary Audit. The Department may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor’s Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor’s Communication With Those Charged With Governance).

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

externalauditunit@illinois.gov

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

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

ARTICLE XXIX
ADDITIONAL MONITORING PROVISIONS

29.1. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.
ARTICLE XXX
ADDITIONAL INTEREST PROVISIONS

30.1. Penalty for Non-Interest Bearing Account. If Grantee is required to keep Grant Funds paid in advance of the actual expenditure of funds in an interest-bearing account pursuant to paragraph 4.6(b) of this Agreement, Grantee will be responsible for the payment of interest to Granter at a rate equal to twelve percent (12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written approval from Granter. Grant funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee's discretion. Exceptions to this paragraph are not permissible without prior written approval by Granter.

30.2. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to $500 per year may be retained by the Grantee for administrative expenses. Any additional interest earned on Grant Funds above $500 per year must be returned to the Granter pursuant to paragraphs 4.2 and 33.2 herein, or as otherwise instructed by the Grant Manager or as set forth in PART THREE. All interest earned must be expended prior to Grant Funds. All reporting documents should reflect the full expenditure of any interest earned. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Department as described in paragraphs 4.2 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Granter as provided in Article XIII herein. If applicable, the Granter will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this paragraph 30.2 are inapplicable to the extent any statute or rule provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in PART THREE.

ARTICLE XXXI
ADDITIONAL BUDGET PROVISIONS

31.1. Restrictions on Discretionary Line Item Transfers. Unless set forth otherwise in PART THREE herein, Budget line item transfers within the guidelines set forth in paragraph 6.3 herein, which would not ordinarily require approval from Granter, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Granter pursuant to 2 CFR 200.308.

ARTICLE XXXII
ADDITIONAL REPRESENTATIONS AND WARRANTIES

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

(a) 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;

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

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
(d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

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

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of Federal or State antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (Federal, State or local) with commission of any of the offenses enumerated in sub-paragraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any Federal or State agency or a local government.

Any request for an exception to the provisions of this paragraph 32.1(d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to Article XVI herein and any applicable rules.

ARTICLE XXXIII
ADDITIONAL TERMINATION, SUSPENSION AND NON-COMPLIANCE PROVISIONS

33.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to Article XVI herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement;

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses; and
(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

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

33.3 **Grant Funds Recovery Procedures.** In the event that Grantor seeks to recover from Grantee funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq. (GFRA), for the recovery of grant funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA shall apply to these proceedings. The Parties agree that Grantor’s Administrative Hearing Rules (56 Ill. Admin. Code Part 260S) shall govern these proceedings.

33.4 **Grantee Responsibility.** Grantee shall be held responsible for the expenditure of all funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.338 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

**ARTICLE XXXIV**

**ADDITIONAL MODIFICATION PROVISIONS**

34.1. **Modifications by Operation of Law.** This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in Federal or State law or regulations applicable to this Agreement. Grantor shall initiate such modifications, and Grantee shall be required to agree to the modification in writing as a condition of continuing the Grant. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.

34.2. **Discretionary Modifications.** If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in Articles V and VI and paragraphs 34.1 and 34.3, written notice of the proposed modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the 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 Grantor shall consider those objections when evaluating whether to follow through with the proposed modification. The Grantor’s notice to the Grantee shall contain the Grantee name, Grant number, modification number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee shall submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (Exhibits A, B and E).

34.3. **Unilateral Modifications.** The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee’s funding allocation as additional funds become available for the Award during the program year covered by the term of this Agreement.

34.4. **Management Waiver.** The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific grant terms that the Grantor determines are necessary to place the Grantee in State of Illinois.
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 Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.

34.5. **Term Extensions.** The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and C) must be completed during the Grant Term set forth in paragraph 1.4 herein. Extensions of the Grant Term will be granted only for good cause, and only in increments of six (6) months, subject to the Grantor’s discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 et seq.), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Grant Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Grant Term or extended Grant Term, as applicable, stating the reason for the extension.

**ARTICLE XXXV**

**ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

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

35.2. **Hiring State Employees Prohibited.** No State officer or employee may be hired to perform services under this Agreement on behalf of Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor.

**ARTICLE XXXVI**

**ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

36.1. **Equipment Management.** The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials shall be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate authorities.

**ARTICLE XXXVII**

**APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

37.1. **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 Grantor shall not be responsible for monitoring Grantee’s compliance.

37.2. **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 Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein.
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37.3. **Historic Preservation Act (20 ILCS 3420/1 et seq.).** The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois 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).

37.4. **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 (12) 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.

37.5. **Equal Pay Act of 2003 (820 ILCS 112 et seq.).** If the Grantee has four (4) 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.

37.6. **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 Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).

37.7. **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 Grant Activities to be performed under this Agreement.

37.8. **Identity Protection Act (5 ILCS/179 et seq.) and Personal Information Protection Act (815 ILCS 530 et seq.).** The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

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ARTICLE XXXVIII
ADDITIONAL MISCELLANEOUS PROVISIONS

38.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Workers' 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.

38.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (i) a Termination or Suspension (Article XVI), (b) Modifications, Management Waivers or Term Extensions (Article XXXIV) or (c) Assignments (paragraph 26.4) must be executed by the Director of the Grantor or her or his authorized designee.

38.3 Completion of Specific Conditions. If there are specific conditions required by this Award pursuant to 2 CFR 200.207 and paragraph 5.3 herein, once Grantee completes a specific condition, Grantor shall document the completion and notify the Grantee in writing. A formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV is not required.

ARTICLE XXXIX
ADDITIONAL REQUIRED CERTIFICATIONS

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

39.1. 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.

39.2. 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 of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). A copy of the policies shall be provided to the Grantor upon request.

39.3. 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 Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.

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39.4. **Lien Waivers.** If applicable, 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.
PART THREE – THE PROJECT-SPECIFIC TERMS

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

ARTICLE XL

REPORT DELIVERABLE SCHEDULE

40.1. External Audit Reports. External Audit Reports may be required. Refer to Article XV of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

40.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to paragraph 13.3(a) of this Agreement to determine whether you are required to submit Annual Financial Reports.

40.3. Required Periodic Reports. Below is the required periodic reporting schedule for this grant.

April 2018

• Quarterly Periodic Financial Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager

July 2018

• Quarterly Periodic Financial Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager

October 2018

• Quarterly Periodic Financial Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager

January 2019

• Quarterly Periodic Financial Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager

March 2019

• End of grant Closeout Financial Report (03/01/2019) - Covering Period of 01/01/2018 - 12/31/2018; Send To: Grant Manager
• End of grant Closeout Performance Report (03/01/2019) - Covering Period of 01/01/2018 - 12/31/2018; Send To: Grant Manager

May 2019

• Annual FY Financial Report (05/29/2019) - Covering Period of 12/01/2017 - 11/30/2018; Send To: Grant Manager

May 2020

• Annual FY Financial Report (05/28/2020) - Covering Period of 12/01/2018 - 11/30/2019; Send To: Grant Manager

40.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in Articles XIII, XIV, XV and XL unilaterally, and must obtain prior written approval from Grantor to change any reporting deadlines.

ARTICLE XLI
GRANT-SPECIFIC TERMS/CONDITIONS

41.1.

Sub-recipient(s)
The Department acknowledges and recognizes that any sub-recipient(s) named in Exhibit B will be receiving a sub-grant under this Agreement and will be performing services to further and fulfill the Scope of Work as directed by the Grantee. The Grantee acknowledges and agrees that the Grantee remains responsible for administering and fulfilling all of the terms and conditions of this Agreement. The Grantee is responsible for incorporating a copy of this Agreement into any sub-grant or contract or agreement between itself and the sub-recipient(s) and is responsible for ensuring that it and its sub-recipient(s) are in compliance of the same.

Method of Compensation
In addition to the payment methods described in Article IV, the Grant Funds will be distributed in accordance with the invoice-voucher procedures of the Office of the State Comptroller. The first payment of Grant Funds will be for program initiation and will be based on the Grantee’s reported obligation for the program’s immediate cash needs. Thereafter, the Grant Funds will be distributed for the dual purpose of covering the allowable expenditures to date, as well as, the immediate cash needs of the Grantee to operate the program. Further, costs charged under this Agreement cannot exceed the total award of this grant.

Administrative Costs
Grantee shall receive reimbursement for allowable costs under the Administration category not to exceed a total of 16% of allowable expenditures. As an example, an agency which expends 75% of the total allocation will only be allowed to spend a total of 16% of the amount of actual expenditures for administrative purposes.

Additional Budget Modifications

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Grantee expressly understands and agrees that the total available amount of this Agreement is contingent upon the Grantee's ability to spend the Grant Funds in accordance with Exhibit B contained in this Agreement. The Department reserves the right to establish an initial available funding amount based on programmatic performance in previous years.

If the Grantee has reason to believe that its costs for the grant period will exceed a budgeted line item or cost category, it must request approval from the Department in writing prior to exceeding any approved budget line item or cost category, except that the Grantee may vary budgeted line items or cost categories in accordance with the following limitations:

1. Program Support and Direct Client Assistance cost categories may vary up to 10% plus or minus the approved budget amount or $1,000, whichever is greater.
2. Administration cost category may NOT be increased.
3. Special cost categories may NOT be increased or decreased without prior written approval from the Department.

Any variance in cost categories or line items within the terms listed above shall not alter the requirement for formal modification of this Agreement when the goals, objectives and activities listed in this part are measurably changed.

Unilateral Modifications
The parties agree that Grantor may unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the grant during the program year covered by the term of this Agreement.

Travel Costs
Costs in accordance with the latest Federal domestic lodging, travel, meals and incidental rates are allowable for expenses incurred by employees who are in travel status on official business performing duties/services related to this Agreement. Grantee must retain receipts on file as source documentation for travel expenses of its employees. Information on the Federal domestic travel and per diem rates can be found at www.gsa.gov and 41 CFR Subtitle F Chapter 300-304. If the Grantee has a travel policy with a rate or rates that exceed the Federal domestic travel and per diem rates, the Grantee must submit its policy to the Department for review and approval prior to incurring any travel costs.

Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the non-Federal entity. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the non-Federal entity's non-federally-funded activities and in accordance with non-Federal entity's written travel reimbursement policies. Notwithstanding the provisions of 45 CFR 75.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or pass-through entity when they are specifically related to the Federal award.

Procurement
Grantee shall follow the procurement standards as established in 45 CFR §75.326 - §75.335.

Non-Expendable Personal Property
Grantee must not purchase non-expendable personal property costing $5,000 or more without the Department's prior approval. The Grantee agrees to comply with 45 C.F.R. 75.316-.323, as applicable to its organization, in the management of property. Further, real property, equipment, and supplies includes State of Illinois

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real property, equipment, and supplies acquired under this Agreement and real property, equipment, and supplies transferred to this Agreement from prior agreements. The Grantee may hold title in its name to all equipment or non-expendable tangible personal property purchased with Grant Funds for program operation subject to the following: it is understood that non-expendable personal property purchased by the Grantee with Grant Funds and non-expendable personal property received from the granter shall not be the property of the Grantee but must be held by in trust for the benefit of the people of the State of Illinois. As such, the Grantee must not sell, abandon or otherwise dispose of such property without the prior written approval of the Department. Equipment must be used on the original project as long as needed. While being used on the original project, equipment may be made available for "shared use" with other activities, provided that use will not interfere with its use for the original project. When no longer needed for the original purpose, equipment may be used for other projects subject to the Department's written approval. The Grantee must maintain appropriate property records and annually conduct an inventory of all equipment or non-expendable personal property purchased with Grant Funds. Within thirty (30) days of receipt of purchased equipment, an "Equipment Acquisition Form" must be completed and sent to the Department. Upon the termination of the Agreement and upon the election of the Department, the Grantee must surrender possession of such property to the Department.

Real Estate Expenditures Prohibited
Grantee agrees not to use Grant Funds for the purchase or improvement of land or the purchase, construction, or permanent improvement (other than low cost residential weatherization or other energy-related repairs as authorized by the Department) of any building or other facility.

Audits, Inspections and Record Retention.
The Grantee will as often as deemed necessary by the Department or the Comptroller of the State of Illinois, or the U. S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives, permit the Department, or the Comptroller of the State of Illinois, or the U. S. Department of Health and Human Services, or Comptroller General of the United States, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this Grant. The Grantee shall include in all of its contracts under this Agreement a provision that the Department or the Comptroller of the State of Illinois, or the U. S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent books, documents, papers and records of any such contractor involving transactions related to the contract. The Grantee is accountable for all Grant Funds received under this Agreement and shall maintain, for a minimum of four (4) years following written approval from the Department that all disbursements of grant funds have been reviewed, considered adequate and closed by the Department.

The Grantee is accountable for all grant funds received under this Agreement and in addition to the requirements contained in Section 12.1 herein, shall maintain, until the closeout of the grant by the U.S. Department of Health and Human Services, all records that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a description of each activity undertaken
b. Records demonstrating that each activity undertaken is in compliance with the CSBG program;
c. Records required determining the eligibility of activities;
d. Records required to document the use of Grant Funds in accordance with applicable cost principles, as further described in the federal regulations;
e. Financial records as required by the applicable federal regulations.
Additional Audit Requirements
Grantee shall be subject to any and all applicable audit requirements under Subpart F of 45 CFR Part 75. For sake of clarification, the Federal Office of Management and Budget combined and streamlined OMB circular A-133 into the Uniform Requirements.

Further, the Department reserves the right to conduct limited scope audits, at any time, of any Grant Funds expended under this Agreement or of the Grantee's agency-wide financial statements. The Department must have the right to examine corporate books and records which may be necessary to test the allocation equity of Grant Funds and to determine the ability of the Grantee to safeguard the Grant Funds. The Grantee must fully cooperate, in a timely manner, in preparing for and conducting the audit and in the resolution of audit findings.

Additional Reporting Requirements
In addition to the reporting requirements set forth in Article 40.3, the Grantee must provide the following reports to the Department:

1. For each grant, a certified cost report must be submitted via the GRS Fiscal electronic reporting system prior to submitting a request for Grant Funds.
2. Quarterly programmatic reports which include board membership reports, board minutes, services report, demographics report, revolving loan fund reconciliation and any other report as required by the Department.
3. Annual scholarship report
4. An Annual Report which contains information based on agency wide activities in a format prescribed by the Department.
5. Any additional reports required by the Department as a result of a corrective action or quality improvement plan

Monitoring and Evaluation Requirements
The Department will periodically monitor and evaluate the Grantee’s performance under this Agreement for compliance with federal regulations, state administrative rules, statutes, and programmatic guidelines and all covenants under this Agreement. The grant will be evaluated to gauge its impact upon the low-income community and to determine the effective and efficient utilization of Grant Funds. Evaluations will occur both during the performance of the scope of work and after completion.

Grantee performance will be measured in part on the effective use of a Result Oriented Management and Accountability ("ROMA") system pursuant to the CSBG Act, specifically 42 U.S.C.A. §9908 and §9917(b). In addition, Grantee will be evaluated based on compliance with "Organizational Standards for CSBG Eligible Entities" established under 678B of the CSBG Act (42 U.S.C. §9914) and the Community Services Block Grant Information Memorandum Transmittal No. 138.

Board Requirements
This Agreement is conditionally approved pending verification that the tripartite board requirement has been met (42 U.S.C.A. §9910). In the event that the Grantee fails to fulfill the tripartite board requirement, on a calendar quarterly basis, the Department shall monitor and evaluate the Grantee’s progress in becoming compliant with this requirement. The Grantee’s failure to become compliant could be considered a default under this Agreement and the Grant Funds would become subject to recovery.

CSBG Revolving Loan Program
The CSBG Revolving Loan Program has been suspended. Grantee agrees that grant funds under this Agreement must not be used for any new loans

Publication, Reproduction and Use of Material
No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Department shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under the Agreement.

Any publication produced as a result of or with funding under this Grant shall contain the following language on its title page: “This project was conducted with funds provided under the Community Services Block Grant Program administered by the Illinois Department of Commerce and Economic Opportunity and it does not necessarily represent, in whole or in part, the viewpoint of the Illinois Department of Commerce and Economic Opportunity.”

Debarment
In addition to Article 8.1(k), Grantee must certify that all current and prospective employees, contractors and subcontractors are in "good standing" prior to engaging their services under this Agreement and must certify such "good standing" status at least annually thereafter.

Bond and Depository Insurance Requirements
Grantee must provide bonding for every officer, director or employee who handles Grant Funds under this Agreement. The amount of coverage must be the higher of $100,000 or the highest cash draw during the term of the Agreement.

Grantee must place Grant Funds in insured accounts whenever possible. In the event Grant deposits exceed insured limits, the Grantee must require the Depository to pledge securities sufficient to cover the uninsured exposure.

No Discrimination in Services
Grantee must comply with:

A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and must immediately take any measures necessary to effectuate this assurance.

B. Section 2606(a) of the Omnibus Budget Reconciliation Act of 1981 provides that:

No person shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 also shall apply to any such program or activity.

Fraud and/or Abuse
Grantee shall report in writing to the State’s Office of Executive Inspector General (“OEIG”) any suspected fraud, abuse or misconduct associated with any service or function provided for under this contract by any parties directly or indirectly affiliated with this Agreement including but not limited to, Grantee staff, Grantee sub-contractor, Department employee or Department contractor. Grantee shall make this report within three (3) days of first suspecting fraud, abuse or misconduct. Grantee shall not conduct any investigation of the suspected fraud, abuse or misconduct without the express concurrence of the OEIG; the foregoing notwithstanding, the Grantee may conduct and continue investigations necessary to determine whether reporting is required under this paragraph. Grantee must report to OEIG as described

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in the first sentence above. Grantee shall cooperate with all investigations of suspected fraud, abuse or misconduct reported pursuant to this paragraph. Grantee shall require adherence with these requirements in any contracts it enters into with sub-contractors. Nothing in this paragraph precludes the Grantee or sub-contractors from establishing measures to maintain quality of services and control costs that are consistent with their usual business practices, conducting themselves in accordance with their respective legal or contractual obligations or taking internal personnel-related actions.

Political Activity

Programs assisted by CSBG Grant Funds shall not be carried out in a manner involving the use of grant funds for any political activity. The provision of services, or the employment or assignment of personnel in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan political activity is considered an unallowable activity. Any political activity associated with a candidate, or contending faction or group, in an election for public or party office is also not an allowable expense. In addition, any activity to provide voters or prospective voters with transportation to the polls or similar assistance with any such election, or any voter registration activity is unallowable.
Attachment A. CSBG Work Program Summary
Name Of Agency Reporting: **DuPage County Community Services**

Grant Number: **18-231028**

Outreach Community Ministries (Sub-grantee) will operate an Employment Opportunity Program for economically disadvantaged youth and young adults who are not attending school and need to develop their job skills to attain employment.

<table>
<thead>
<tr>
<th>Persons: 11</th>
<th>Outcome Target: 17</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CSBG Goal #: 01</strong></td>
<td><strong>CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.</strong></td>
</tr>
</tbody>
</table>

**Outcome Measure(s):**
- 01.01 Unemployed youth who obtained employment to gain skills or income.
- 02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma
- 03.08 Individuals engaged with the Community Action Agency who report improved financial well-being
- 05.04 Individuals who improved skills related to the adult role of parents/caregivers

<table>
<thead>
<tr>
<th>Program Support</th>
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<th>Administration</th>
<th>Special</th>
<th>Total</th>
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<td>$0.00</td>
<td>$500.00</td>
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</table>

**01.021 Career Counseling (1)**

DuPage County workNet/WIOA will assist CSBG eligible residents with CNC Computer training, Truck Driving Certification, Welding training, Healthcare training or other in demand employment training certification via WIOA (DuPage workNet).

<table>
<thead>
<tr>
<th>Persons: 9</th>
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</thead>
<tbody>
<tr>
<td><strong>CSBG Goal #: 01</strong></td>
<td><strong>CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.</strong></td>
</tr>
</tbody>
</table>

**Outcome Measure(s):**
- 01.05 Unemployed adults who obtained employment (with a living wage or higher)
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
- 03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
<thead>
<tr>
<th>Program Support</th>
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<th>Administration</th>
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**01.031 Job Search (4)**

360 Youth Services (Sub-grantee) will assist homeless youth with attaining their GED's, job skills, transportation, employment and stable housing.

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<th>Persons: 24</th>
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<td><strong>CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.</strong></td>
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</table>

**Outcome Measure(s):**
- 01.01 Unemployed youth who obtained employment to gain skills or income.
- 02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
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Education and Cognitive Development

02.061 Educational Financial Aid Assistance (1)

DuPage County Department of Community Services Intake and Referral unit will provide scholarships to CSBG eligible persons for post-secondary education.

- Persons: 5
- Outcome Target: 6
- CSBG Goal #: 01

Outcome Measure(s):
02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills

<table>
<thead>
<tr>
<th>Program Support</th>
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Income, Infrastructure, and Asset Building

03.011 Training and Counseling Services (1)

The H.O.M.E. DuPage, Inc. (Sub-grantee) will provide financial literacy workshops, budgeting seminars, financial counseling, income management skills, and credit repair to CSBG eligible clients.

- Persons: 60
- Outcome Target: 65
- CSBG Goal #: 01

Outcome Measure(s):
03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days
03.03 Individuals who opened a savings account or IDA
03.04 Individuals who increased their savings
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

Program Support | Client Assistance | Administration | Special | Total |
<table>
<thead>
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<th></th>
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<td>$41,885.00</td>
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Housing

04.011 Housing Payment Assistance (1)

DuPage County Department of Community Services Housing Support unit will provide CSBG eligible clients with funding to prevent homelessness via rent assistance, association fee assistance or mortgage assistance.

- Persons: 15
- Outcome Target: 20
- CSBG Goal #: 01

CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.
Outcome Measure(s):
04.02A Households who maintained safe and affordable housing for 90 days
04.05 Households who avoided eviction
04.06 Households who avoided foreclosure

<table>
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<th>Program Support</th>
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04.041 Housing Placement/Rapid Re-Housing (1)

Catholic Charities Hope House (Sub-grantee) will provide emergency shelter, counseling, job coaching and housing assistance to homeless individuals and families. Hope House will be open, 24 hours, 7 days a week.

Persons: 80
Outcome Target: 80

CSBG Goal #: 01

Outcome Measure(s):
04.01 Households experiencing homelessness who obtained safe temporary shelter

<table>
<thead>
<tr>
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04.042 Housing Placement/Rapid Re-Housing (2)

Midwest Shelter for Homeless Veterans (Sub-Grantee) will provide homeless veterans with post-traumatic stress disorder and/or substance abuse history temporary housing and supportive services to help obtain permanent housing and become economically secure.

Persons: 9
Outcome Target: 9

CSBG Goal #: 01

Outcome Measure(s):
04.01 Households experiencing homelessness who obtained safe temporary shelter
05.03 Individuals who demonstrated improved mental and behavioral health and well-being

<table>
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</table>

Health and Social/Behavioral Development (Includes nutrition)

Total Persons: 2,980
Total Outcome: 2,981

05.061 Dental Services, Screenings and Exams (1)

DuPage County Health Department and DuPage County Department of Community Services Intake and Referral unit will provide assistance with prescriptions, medical supplies, dental treatment/fees, and or medical fees for CSBG eligible clients who are uninsured or lack comprehensive insurance coverage. Will also provide access to health care by assisting eligible clients in completing application for Access DuPage, ACA/Marketplace and Medicaid/Medicare.

Persons: 300
Outcome Target: 301

CSBG Goal #: 01

Outcome Measure(s):
05.02 Individuals who demonstrated improved physical health and well-being

<table>
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Packet Pg. 780
Loaves & Fishes, People's Resource Center and West Suburban Community Pantry (Sub-grantees) will provide food, laundry, personal care and paper products to households in need. These three food pantries serve all residents of the County and each will receive $10,000 to provide these items to our residents: People's Resource Center Food Pantry 1000 families, West Suburban Community Pantry 600 families, and Loaves and Fishes Pantry 1000 families. West Suburban Community Pantry will receive $4000 to provide 80 eligible households with car seats or booster seats.

Persons: 2680
Outcome Target: 2680
CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

Outcome Measure(s):
05.02 Individuals who demonstrated improved physical health and well-being
05.04 Individuals who improved skills related to the adult role of parents/caregivers

Program Support $34,000.00
Client Assistance $0.00
Administration $2,000.00
Special $0.00
Total $36,000.00

DuPage County Department of Community Services Housing and Self-Sufficiency unit will move participants away from crisis and towards self-sufficiency by providing case management, counseling, referrals and financial assistance.

Persons: 70
Outcome Target: 120
CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

Outcome Measure(s):
01.02 Unemployed adults who obtained employment (up to a living wage)
01.08 Employed participants in a career advancement related program who entered or transitioned into a position that provided increased income and/or benefits
02.05 Parents/caregivers who improved their home environments
02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
03.08 Individuals engaged with the Community Action A Program

Program Support $75,000.00
Client Assistance $12,500.00
Administration $3,500.00
Special $0.00
Total $91,000.00

DuPage County Department of Community Services Intake and Referral unit will provide comprehensive assessment, intake, information, advocacy, and referral services to CSBG eligible clients.

Persons: 4800
Outcome Target: 4800
CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

Outcome Measure(s):
06.01.C Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage

Program Support $261,588.00
Client Assistance $0.00
Administration $1,750.00
Special $0.00
Total $263,388.00
Prairie State Legal Services (Sub-grantee) will provide legal assistance to homeless individuals and families to facilitate their transition to self-sufficiency and to better enable them to secure housing.

**Persons:** 25  
**CSBG Goal #:** 01  
**Outcome Target:** 25  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**
- 06.01.C Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage

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<thead>
<tr>
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<td>$ 0.00</td>
<td>$ 20,500.00</td>
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</table>

**07.111 Emergency Clothing Assistance (1)**

DuPage County Department of Community Services will provide assistance to clients in need of essential items and or services such as food, gas, clothing and furniture.

**Persons:** 400  
**CSBG Goal #:** 01  
**Outcome Target:** 400  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**
- 03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days

<table>
<thead>
<tr>
<th>Program Support</th>
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**07.121 Mediation/Customer Advocacy Interventions (1)**

DuPage Federation on Human Services Reform Open Door Program (sub-grantee) will provide emergency assistance for clients in need of essential items and or services such as housing, food, clothing, medical expenses, case management, advocacy, and initial employment expenses.

**Persons:** 120  
**CSBG Goal #:** 01  
**Outcome Target:** 120  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**
- 03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
<thead>
<tr>
<th>Program Support</th>
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**Agency Capacity Building**

**09.011 Agency Capacity Building Activities (1)**

DuPage County Department of Community Services needs to increase agency capacity building, planning and certifications/training to achieve CSBG Standards. Planning, coordination, research and training is needed to maintain CSBG Organizational Standards compliance.

**Persons:** 3  
**CSBG Goal #:** 00  
**Outcome Target:** 3  
**CSBG Goal:** CSBG Eligible Entity Capacity Building
**Outcome Measure(s):**
00.02 Hours of Agency Staff in capacity building activities

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**Grant 18-231028 Work Program Totals**

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Attachment B. Uniform Grant Budget
**State of Illinois**

**UNIFORM GRANT BUDGET TEMPLATE**

**Agency:** Illinois Department of Commerce and Economic Opportunity  
**State FY:** 2018  
**Grantee:** DuPage County  
**DUNS Number:** 135836026  
**NOFO Number:**  
**CSFA Number:**  
**Grant Number:** 18-231028

**Section A: State of Illinois Funds**

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<tr>
<th>Revenues</th>
<th>Summary</th>
<th>Detail</th>
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**Budget Expenditure Categories**

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<td>2. Fringe Benefits (200.431)</td>
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<td>0102 FRINGE BENEFITS</td>
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<td>5. Supplies (200.94)</td>
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SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;

b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or

c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

Select ONLY One:

1) [ ] Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.

2a) [ ] Our Organization currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendix IV(c)(2)(c).

2b) [ ] Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.

3) [ ] Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CRF 200.414 (C)(4)(f) and 200.68.

4) [ ] For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

   [ ] is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or

   [ ] complies with other statutory policies.

Rate: _____ %

5) [ ] No reimbursement of Indirect Cost is being requested.

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered By NICRA: From: _______ To: _______ Approving Federal or State Agency: ___________________________

Indirect Cost Rate: _____ % The Distribution Base Is: ___________________________
Grantee: DuPage County

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization: 
Signature: 
Printed Name: MARY A. KEATING
Title: Director
Phone: (630) 407-6457
Date: 1/17/18

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.
<table>
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<td>1/2/18</td>
</tr>
</tbody>
</table>

The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.
Special Conditions
**Illinois Grant Accountability and Transparency**  
Programmatic Risk Assessment Questionnaire  
DuPage County Department of Community Services  
Special Conditions

<table>
<thead>
<tr>
<th>PRAQ Section:</th>
<th>2b - History of Performance - External</th>
</tr>
</thead>
<tbody>
<tr>
<td>Problem for Clarification/Resolution:</td>
<td>The grantee indicated that more than 20% of their Community Service Block Grant (CSBG) award is subcontracted to another entity. Along with that, the subcontracted entity performs programmatic responsibilities such as: participant eligibility determination, performance reporting, and &quot;program delivery, and financial reporting. Eligibility includes but is not limited to: intake and determination of eligibility of applicants applying for CSBG services. Performance reporting includes but is not limited to: the reporting of progress toward completion of the CSBG work program to meet scope and performance measures. Program delivery may include, but is not limited to: subcontracted intake and approval, provisions of services based on the work program definitions. Financial reporting includes but is not limited to: maintain audit trail and process any and all financial transaction required for the work program. Provide details regarding financial for the work program to meet performance measures defined within the work program.</td>
</tr>
<tr>
<td>Conditions:</td>
<td>The grantee must demonstrate adequate oversight and monitoring of sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract(s).</td>
</tr>
<tr>
<td>Risk Explanation:</td>
<td>Medium to high risk indicates limited experience with sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract awards. This increases the likelihood of compliance and/or performance issues with the third-party entity.</td>
</tr>
<tr>
<td>How to Resolve:</td>
<td>The grantee must also provide documented proof of onsite monitoring and audits efforts performed to ensure that the subcontracted entity is compliant with the conditions of the contract and all programmatic requirements.</td>
</tr>
<tr>
<td>Timeframe:</td>
<td>The grantee must provide activity reports for the sub-grantee as an addendum to the programmatic quarterly report. Documentation of onsite monitoring must be made available upon request. The reports are due 30 days after the end of each quarter.</td>
</tr>
</tbody>
</table>
Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Company Name: Catholic Charities Hope House

Company Contact: Glenn Vancura

Contact Phone: 815-723-3405

Contact Email: gvancura@gmail.com

Date: 1/10/2018

Bid/Contract/PO #: 

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☑️ NONE (check here) - If no contributions have been made

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

☑️ NONE (check here) - If no contacts have been made

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at: http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature

Glenn Van Cura

EXECUTIVE DIRECTOR

Date: 1/10/2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page ___ of ___ (total number of pages)
Requisition 25k and over
HHS-P-0060-18

AWARDING RESOLUTION
ISSUED TO PEOPLE’S RESOURCE CENTER
TO PROVIDE FOOD TO LOW INCOME RESIDENTS OF DUPAGE COUNTY
(SUB-GRANTEE AGREEMENT TOTAL AMOUNT $30,000.00)

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

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of a sub-grantee agreement to People’s Resource Center, to provide food to low income residents of DuPage County, for the period January 1, 2018 through December 31, 2018, for Community Services, under the Community Services Block Grant.

NOW, THEREFORE BE IT RESOLVED that County sub-grantee agreement covering said, to provide food to low income residents of DuPage County, for the period January 1, 2018 through December 31, 2018, for Community Services through the Community Services Block Grant, be, and it is hereby approved for the issuance of a sub-grantee agreement by the Procurement Division to People’s Resource Center, 201 N. Naperville Road, Wheaton, IL 60187, for a total amount of $30,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). (Grant funded)

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: __________________________
PAUL HINDS, COUNTY CLERK
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th><strong>DATE SUBMITTED</strong></th>
<th><strong>CONTRACT TOTAL AMOUNT</strong></th>
<th><strong>REQUESTING DEPT.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>February 5, 2018</td>
<td>$30,000.00</td>
<td>HEALTH &amp; HUMAN SERVICES</td>
</tr>
</tbody>
</table>

**NEW PURCHASE ORDER REQUEST**

**Contract Term:** 1/1/2018 - 12/31/2018

**SOLICITATION METHOD FOR SOURCE SELECTION**

**Decision Memo Required**

Other Professional Services - Detailed Vetting Process Required

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary Keating</td>
<td>Completed</td>
<td>02/05/2018 1:13 PM</td>
</tr>
<tr>
<td>Karen Graczyk</td>
<td>Completed</td>
<td>02/06/2018 9:42 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>02/08/2018 11:19 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>02/08/2018 1:18 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>02/13/2018 7:49 AM</td>
</tr>
<tr>
<td>Tom Cuculich</td>
<td>Completed</td>
<td>02/13/2018 2:34 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>02/14/2018 8:08 AM</td>
</tr>
<tr>
<td>Health &amp; Human Services</td>
<td>Completed</td>
<td>02/20/2018 10:15 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>02/27/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Completed</td>
<td>02/27/2018 10:00 AM</td>
</tr>
</tbody>
</table>
### Purchase Requisition

**Procurement Services Division**

**Date:** Feb 5, 2018

**MinuteTraq (IQM2) ID #:** 11943

**Department Req #:**

**RFP, Bid or Quote #:**

**Send Purchase Order To:**

- **Vendor:** People's Resource Center (PRC)
- **Vendor #:** 10348
- **Attn:** Linda Cheatham
- **Email:**
- **Address:** 201 N. Naperville Road
- **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187
- **Phone:** 630-682-5402

**Send Invoices To:**

- **Dept:** Community Services
- **Division:** CSBG Grant
- **Attn:** Gina Strafford-Ahmed
- **Email:** gina.strafford@dupageco.org
- **Address:** 421 N. County Farm Road
- **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187
- **Phone:** 630-407-6444

**Send Payments To:**

- **Vendor:** People's Resource Center (PRC)
- **Vendor #:** 10348
- **Attn:** Linda Cheatham
- **Email:**
- **Address:** 201 N. Naperville Road
- **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187
- **Phone:** 630-682-5402

**Send Invoices To:**

- **Dept:** Community Services
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- **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187
- **Phone:** 630-407-6444

**Payment Terms**

- **F.O.B.**
- **PO 20 Delivery Date**
- **Requisitioner**

**PER 50 ILCS 505/1**

- **Destination**

**Use for PO25 only**

- **Contract Administrator**
- **Contract Start Date:** Jan 1, 2018
- **Contract End Date:** Dec 31, 2018

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extensor | Extension
--- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | ---
1 | 1 | EA | Sub-grantee agreement purchase order to provide food assistance to low income households in DuPage County. | | 18 | 5000 | 1650 | 53830 | 18-231028 53830 | 30,000.00 | 30,000

**Requisition Total:** $30,000

### Header Comments (these comments will appear on the PO20 and PO25 Purchase Order):

Please return a copy of the Purchase order to Gina Strafford-Ahmed in Community Services and Michelle Tunk in Finance.

### Special Instructions/Comments to Buyer or Approver (these comments will NOT appear on the Purchase Order):

Please return a copy of the Purchase order to Gina Strafford-Ahmed in Community Services and Michelle Tunk in Finance.

### User Department Internal Notes (these comments will NOT appear on the Purchase Order):

---
## Procurement Review Checklist

### Vendor:
- **People's Resource Center**
- **Vendor #:** 10648

### Dept.:
- **Community Services**

### Contact:
- **Gina Strafford-Ahmed**
- **Phone:** 6444

### Contract Information:
- **Term:** 1/1/18-12/31/18
- **Total:** $30,000.00
- **Assigned Committee:** HHS

### Description of Procurement/Scope of Work/Background:
Provide food to low income residents of DuPage County.

### Reason for Procurement:
$30,000 in CSBG funds will assist 3,000 low income households.

### Funding Source:
- Procurement budgeted for (FY and budget code(s)): 2018 CSBG 5000-1650
- Budget Transfer (Date) ____________ Add'l Information

---

### Decision Memo Required:
- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________________ (include Evaluation Summary if applicable)
- RENEWAL OF RFP # ________________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 30 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # ________________

### Prepared By and Approval(s) (Initials Only):
- **Prepared By:**
  - **Date:** Jan 26, 2018
- **Recommended for Approval:**
  - **Date:** Jan 26, 2018
- **IT Approval, if required:**
  - **Date:**

### Reviewed By (Initials Only):
- **Buyer:**
  - **Date:** 2/8/18
- **Procurement Officer:**
  - **Date:** 2-8-18
- **Chief Financial Officer (Decision Memos Over $25,000):**
  - **Date:** 2-13-18
- **Chairman's Office (Decision Memos Over $25,000):**
  - **Date:** 0-13-18
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000
and as otherwise required by the Procurement Review Checklist.

<table>
<thead>
<tr>
<th>Requesting Department: Community Services</th>
<th>Department Contact: Gina Strafford-Ahmed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:gina.strafford@dupageco.org">gina.strafford@dupageco.org</a></td>
<td>Contact Phone: 6444</td>
</tr>
<tr>
<td>Vendor Name: People’s Resource Center (PRC)</td>
<td>Vendor #:</td>
</tr>
</tbody>
</table>

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Approval for sub-grant via the Community Services Block Grant (CSBG) Program to provide food for low income County residents. $30,000 is needed to support the program and increase of $20,000.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

CSBG grant funds are needed to support low income residents with food to prevent hunger.

Strategic Impact
Select one of the five strategic imperatives in the County’s Strategic Plan this action will most impact and provide a brief explanation.

1.2 Maintain the county wide safety net to help people escape poverty, maximize independence, and achieve economic self-sufficiency. Program will address each of these areas with a focus on economic self-sufficiency.

Source Selection/Vetting Information - Describe method used to select source.

This is a sub-grant exempt from bidding. They will provide direct services for the County’s CSBG program and will maintain all records and financial documents. PRC is one of 3 food pantries that serve the whole County. They partner with Community Services and the Northern Illinois Food Bank to provide services to the community. CSBG funding is earmarked for the 3 pantries that serve the county.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1) PRC at $30,000 to provide food to 3,000 households.

2) If funds are not provided 3,000 households would not have the basic food resources to maintain their households

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

<table>
<thead>
<tr>
<th>CSBG Grant Funds 1/1/18-12/31/18</th>
<th>$30,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSBG Grant Funds 1/1/17-12/31/17</td>
<td>$10,000</td>
</tr>
<tr>
<td>CSBG Grant Funds 1/1/16-12/31/17</td>
<td>$10,000</td>
</tr>
<tr>
<td>CSBG Grant Funds 1/1/15-3/31/16</td>
<td>$10,000</td>
</tr>
<tr>
<td>CSBG Grant Funds 1/1/16-3/31/16</td>
<td>$10,000</td>
</tr>
</tbody>
</table>
People’s Resource Center
Community Service Block Grant (CSBG)

The People’s Resource Center (PRC) has been serving low-income families of DuPage County since 1975. PRC serves as a lifeline in times of crisis through its comprehensive assistance programs which include food pantries, clothing closets, financial assistance, computer training and access, adult literacy, art programs and job assistance at two full service locations, Wheaton and Westmont. Both locations serve DuPage County residents.

For calendar year 2018, PRC is requesting $30,000 of CSBG grant funding to supply food to approximately 3000 low-income households in DuPage County. Food will be purchased from the Northern Illinois Food Bank, a part of Feeding America, and will supply 7-10 days worth of nutritious food for low-income residents. The CSBG grant funds will be expended within approximately 3 months and all food will be distributed through PRC’s two food pantry locations.

PRC’s food pantries offer fresh produce, meat, dairy, canned goods, and household staples to our neighbors in need. During a pantry visit, clients are given a shopping cart and are encouraged to select the foods that are right for their household, rather than receiving a pre-packed box. This approach promotes an atmosphere of dignity and respect.

Those receiving services at PRC complete an intake and needs assessment. During the intake process, clients self-attest to their income level by signing the required Illinois Department of Human Services signature sheets. To meet CSBG requirements, the monthly service report that PRC completes for the Northern Illinois Food Bank will be provided to verify those who were served. All CSBG funding will be utilized during calendar year 2018.

For questions about PRC’s services please contact:

Christina LePage
Senior Director of Programs
People’s Resource Center
clepage@peoplesrc.org
630-384-1335

Revised 1/16/17 (C. LePage)
AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND PEOPLE'S RESOURCE CENTER
FOOD PANTRY FOR COMMUNITY SERVICE BLOCK GRANT FUNDS

This AGREEMENT is entered into this 1st day of January, 2018, by and between the COUNTY OF DUPAGE, ILLINOIS ("COUNTY"), a body politic and corporate, with offices located at 421 N. County Farm Road, Wheaton, Illinois, 60187, and PEOPLE'S RESOURCE CENTER (hereinafter called "SUBGRANTEE"), located at: 201 N. Naperville Road, Wheaton, IL 60187.

SECTION I
STATEMENT OF PURPOSE

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

SECTION II
REQUIREMENTS OF SUBGRANTEE

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

1. SUBGRANTEE will provide food assistance for approximately 3,000 residents.
2. SUBGRANTEE will screen households and complete food pantry intake/assessments on approximately 3,000 residents.
3. SUBGRANTEE will purchase food through the Northern Illinois Food Bank.
4. SUBGRANTEE will serve any resident of DuPage County, no DuPage County village or city boundary restriction.
5. SUBGRANTEE will provide NIFB reporting totaling 3,000 residents for verification of food pantry use by December 31, 2018.
6. Comply with all assurances as further detailed in Exhibit "A," attached hereto and incorporated herein as part of this Agreement.

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

SECTION III
AMOUNT OF THE GRANT

The COUNTY shall grant to SUBGRANTEE, as full payment for all activities to be performed by SUBGRANTEE pursuant to this AGREEMENT, a maximum compensation of $30,000.00 to purchase food and other household goods for the food pantry program. Upon execution of the
grant the SUBGRANTEE will invoice the COUNTY for $15,000 during the first quarter of the grant by March 31, 2018. The remaining $15,000 may be invoiced after July 1, 2018. Funds must be reported out and expended by December 31, 2018.

SECTION IV

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

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

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

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

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

SECTION V

TIMELY COMPLETION OF PROJECT

Time is of the essence in this AGREEMENT, SUBGRANTEE shall complete all activities described herein by December 31, 2018.
SECTION VI
CONDITIONS OF GRANT

A. Assurances: The SUBGRANTEE assures the COUNTY that it will comply with the laws, regulations and orders identified in Exhibit "B" attached hereto and made a part of this AGREEMENT. (January 1, 2018- December 31, 2018)

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

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

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

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

F. Retention of Records: The SUBGRANTEE shall maintain records to show costs incurred that describe the work already performed and anticipated during the coming time period. Upon fifteen (15) day notice from the COUNTY, all billings, and other documentation shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North COUNTY Farm Road, Wheaton, Illinois. The SUBGRANTEE shall maintain supporting documentation for five (5) years after the final audit of the grant is completed.

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

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

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

I. Federal award identifying information:
   CFDA # 93.569
   CFDA Title Community Services Block Grant
   Award # G-13B11LCOSR
   Federal Awarding Agency Department of Health and Human Services

SECTION VII

SUBGRANTEE shall at all times observe and comply with Title 21 CIR Part 570 and all applicable laws, ordinances or regulations of the Federal, State, COUNTY and local government which may in any manner affect the performance of this AGREEMENT, including Community Services Block Grant CSBG Grant No. 18-231028 which is incorporated into and made a part of this AGREEMENT and is attached hereto as Exhibit C, and the SUBGRANTEE shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the Federal Government.

SECTION VIII

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

The SUBGRANTEE shall provide on a form prepared by the COUNTY, all disbursement of grant funds on a monthly basis if applicable. Said reports shall include the SUBGRANTEE’S certification, under oath, that work under third party contracts was performed in a satisfactory manner and in conformance with said third party contracts.

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

The SUBGRANTEE shall disburse all funds within fourteen (14) working days of receipt.
COUNTY shall be responsible, except as provided for in Section XIII below, for making all required payments against expenses incurred by SUBGRANTEE under this AGREEMENT. SUBGRANTEE shall forward to COUNTY all billings, vouchers, and other documents representing accounts payable, in such timely and reasonable manner, as the parties shall determine. Such procedure will facilitate the maintenance of financial records by COUNTY as required by OMB Circular A-102.

SECTION IX

REPORTING REQUIREMENTS

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

SECTION X

AMENDMENTS

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

SECTION XI

FINANCIAL ASSISTANCE AGREEMENT

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

SECTION XII

INDEMNIFICATION

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

SECTION XIII

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

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

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

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

SECTION XIV

ASSIGNMENT

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

SECTION XV

UNAVOIDABLE DELAY

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

SECTION XVI

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

SECTION XVII

APPLICABLE LAW

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

SECTION XVIII

RELATIONSHIP OF THE PARTIES

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

SECTION XIX

NOTICE

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

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

TO: People’s Resource Center
    201 N. Naperville Road
    Wheaton, IL 60187
    Attention: Jennifer Fabian, Executive Director

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

HEADINGS

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

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

COUNTY OF DUPAGE
("COUNTY")

BY: ___________________________ DATE: ____________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

ATTEST: ________________________ DATE: ____________
PAUL HINDS, COUNTY CLERK

PEOPLE'S RESOURCE CENTER
("SUBGRANTEE")

BY: ___________________________ DATE: 1/25/18

TITLE: Executive Director

ATTEST: ________________________ DATE: 1/25/18

Signature on File
EXHIBIT A

ASSURANCES

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

1. It possesses legal authority to apply for the Grant and to execute the proposed program.

2. It has reviewed and accepted the Grant Agreement in its entirety, including all understandings and assurances contained therein, and directing and designating the authorized representative of the SUBGRANTEE to act in connection with the Grant Agreement and to provide such additional information as may be required.

3. It agrees that no funds granted hereunder shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office, nor shall they be used in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.

4. The grant will be conducted and administered in compliance with:
   a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance.
   b) Section 677, (a) of the Community Services Block Grant Act, which provides that no person shall be excluded on the grounds of race, color, national origin, or sex from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under the program. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program activity.
   c) Title VII of the Civil Rights Act of 1968 (P.L. 90-824) as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the applicant's jurisdiction.
   d) Executive Order 11246, and all regulations issued pursuant thereto (CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training and apprenticeship.

5. The SUBGRANTEE agrees to take affirmative action to ensure that no unfair practice is committed, in accordance with the Illinois Human Rights Act, (Illinois Revised Statute Chapter 68, Section 1-10 etc. seq.).
EXHIBIT B

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

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

The SUBGRANTEE shall cause or require to be inserted in full or any contract and subcontract for work, or modification thereof, all applicable Federal Equal Employment Opportunity Provisions.
EXHIBIT C
SEE ATTACHED
INTER-GOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
DuPage County

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at 500 E Monroe St, Springfield, IL 62701, and DuPage County (Grantee), with its principal office at 421 North County Farm Road 3rd Floor, Wheaton, IL 60187-3978, and payment address (if different than principal office) at N/A, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS

RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I

AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number: SAM Registration: Nature of Entity. Under penalties of perjury, Grantee certifies that 135836026 is Grantee’s correct DUNS number, that 366006551 is Grantee’s correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- Individual
- Sole Proprietorship
- Partnership
- Corporation (Includes Not For Profit)
- Medical Corporation
- X Governmental Unit
- Estate or Trust
- Pharmacy-Non Corporate
- Pharmacy/Funeral Home/Cemetery Corp.
- Tax Exempt
- Limited Liability Company (select applicable tax classification)

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

1.2. Amount of Agreement. Grant Funds shall not exceed $1,039,715.00 of which $1,039,715.00 are federal funds. Grantee agrees to accept Grantor’s payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.
1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is G-18B11LCOSR, the Federal awarding agency is Department Of Health And Human Services, and the Federal Award date is 10/01/2017. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Community Services Block Grant and Number is 93.569. The Catalog of State Financial Assistance (CSFA) Number is 420-75-0091.

1.4. Term. This Agreement shall be effective on 01/01/2018 and shall expire on 12/31/2018, unless terminated pursuant to this Agreement.

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

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ILLOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

By: ________________________________
Signature of Sean McCarthy, Director

By: ________________________________
Signature of Designee

Date: ________________________________
Printed Name: ________________________________
Printed Title: ________________________________

By: ________________________________
Signature of First Other Approver, if Applicable

Date: ________________________________
Printed Name: ________________________________
Printed Title: ________________________________

DUPAGE COUNTY

By: ________________________________
Signature of Authorized Representative

Date: ________________________________
Printed Name: ________________________________
Printed Title: ________________________________
Email: ________________________________

By: ________________________________
Signature of Second Other Approver, if Applicable

Date: ________________________________
Printed Name: ________________________________
Printed Title: ________________________________
Second Other Approver

State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017
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ARTICLE II
REQUIRED REPRESENTATIONS

2.1. **Standing and Authority.** Grantee warrants that:

(a) Grantee is validly existing and in good standing, if applicable, under the laws of the State in which it was incorporated, organized or created.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. **Compliance with Internal Revenue Code.** Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. **Compliance with Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to $25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. **Compliance with Uniform Grant Rules (2 CFR Part 200).** Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. **Compliance with Registration Requirements.** Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee’s responsibility to remain current with these registrations and requirements. If Grantee’s status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.
ARTICLE III
DEFINITIONS

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:


“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Consolidated Financial Report” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“DUNS Number” means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

“FAIN” means the Federal Award Identification Number.

“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.
"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Program" means the services to be provided pursuant to this Agreement.

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

"Program Income" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"SAM" means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(i).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph Reference source not found...

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.
ARTICLE IV
PAYMENT

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

4.2. Illinois Grant Funds Recovery Act. Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital Improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 et seq.). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable Federal laws or regulations.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

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

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in PART TWO or PART THREE. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017
Illinois State Collection Act of 1986, 30 ILCS 210; See also 30 ILCS 705/10.

4.7. **Timely Billing Required.** Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in PART TWO or PART THREE. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor’s approval of Grantee’s request for an extension shall not be unreasonably withheld.

4.8. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

**ARTICLE V**

**SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

5.1. **Scope of Grant Activities/Purpose of Grant.** Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including Exhibit A (Project Description) and Exhibit B (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State’s Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in PART TWO (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in PART THREE.

5.2. **Scope Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment will be included in Exhibit C. Grantee shall adhere to the specific conditions listed therein.

**ARTICLE VI**

**BUDGET**

6.1. **Budget.** The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.
6.2. **Budget Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. **Discretionary Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor’s approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. **Non-discretionary Line Item Transfers.** Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. **Notification.** Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII**

**ALLOWABLE COSTS**

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

7.2. **Indirect Cost Rate Submission.**

(a) This Paragraph 7.2 applies only to:

(i) A Grantee who charges, or expects to charge, any Indirect Costs; and
(ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments.

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for institutions of higher education.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(b)).

7.3. **Transfer of Costs.** Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.
7.4. **Higher Education Cost Principles.** The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. **Government Cost Principles.** The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

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

   (a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

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

   (i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity’s organization (Paragraphs 7.4 through 7.5).

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

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

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

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

   (d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

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

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

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

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

**ARTICLE VIII**

**REQUIRED CERTIFICATIONS**

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 et seq. or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 et seq.).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

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

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

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).

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

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the Program, 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 Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

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

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

**ARTICLE IX**

**CRIMINAL DISCLOSURE**

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

**ARTICLE X**

**UNLAWFUL DISCRIMINATION**

10.1. **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);


(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (42 USC 12101 et seq.); and

(f) The Age Discrimination Act (42 USC 6101 et seq.).
ARTICLE XI
LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

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

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

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

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

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

ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.


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the Grantor’s Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. **Failure to Maintain Books and Records.** Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. **Monitoring and Access to Information.** Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor’s request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

**ARTICLE XIII**

**FINANCIAL REPORTING REQUIREMENTS**

13.1. **Required Periodic Financial Reports.** Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327.

13.2. **Close-out Reports.**

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. **Annual Financial Reports.**

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee’s fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee’s tax return.
(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award’s statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

ARTICLE XV
AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor’s Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of the audit period.

(b) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends more than $300,000 in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

(ii) If, during its fiscal year, Grantee expends less than $300,000 in Federal and State Awards, but the total revenue it receives is in excess of $300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) 180 days after the end of the audit period.

15.3. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor’s most recent peer review report and acceptance letter.

15.4. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days’ prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a
partial termination, the portion to be terminated. If Grantor determines in the case of a partial
termination that the reduced or modified portion of the Award will not accomplish the purposes for
which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance
notice:

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

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

(iii) For cause, which may render the Grantee ineligible for consideration for future
grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach
within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15
calendar days and the Grantee has failed to commence such cure within 15 calendar days'
written notice thereof. In the event that Grantor terminates this Agreement as a result of the
breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed
prior to the date of termination.

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

16.3. Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and
conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR
200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions,
Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor
policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the
State of Illinois Grantee Compliance Enforcement System.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or
takes any other action in response to Grantee’s non-compliance, Grantee may avail itself of any opportunities to
object and challenge such suspension, termination or other action by Grantor in accordance with any applicable
processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee
Compliance Enforcement System. 2 CFR 200.341.

16.5. Effects of Suspension and Termination.

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

(b) Grantee shall not incur any costs or obligations that require the use of these Grant
Funds after the effective date of a suspension or termination, and shall cancel as many outstanding
obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or
Termination.
after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

17.l. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

ARTICLE XVIII
NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee’s legal status, Federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days’ prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee’s failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee’s ability to perform this Agreement.

18.4. Circumstances Affecting Performance: Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee’s ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee’s ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.
ARTICLE XIX
STRUCTURAL REORGANIZATION

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, PART TWO or PART THREE may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI
CONFLICT OF INTEREST


21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor’s annual salary, or $106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII
EQUIPMENT OR PROPERTY

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the
transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by
Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of
sale therefor.

22.2. 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, material, or real
property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds
must comply with the requirements of 2 CFR 200.311.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR
200.310–200.316 governing the management and disposition of property which cost was supported by Grant
Funds. Any waiver from such compliance must be granted by either the President's Office of Management and
Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds
used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in
establishing procedures for the procurement of supplies and other expendable property, equipment, real property
and other services with Grant Funds. These standards are furnished to ensure that such materials and services are
obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and
executive orders.

ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the
prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used
in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written
materials, Grantee agrees to include in these publications, announcements, reports, flyers, brochures and all other
such material, the phrase “Funding provided in whole or in part by the [Grantor].” Exceptions to this requirement
must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to
Grantee.

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

ARTICLE XXIV
INSURANCE

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

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

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee’s use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party’s agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI
MISCELLANEOUS

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

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. Exhibits A through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee’s rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

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

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party’s right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 22 of 46
not waive sovereign immunity by entering into this Agreement.

26.9. **Compliance with Law.** This Agreement and Grantee’s obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. **Compliance with Confidentiality Laws.** If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

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

26.12. **Precedence.** In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

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

26.14. **Entire Agreement.** Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

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

26.16. **Attorney Fees and Costs.** Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys’ fees, costs and expenses associated with such proceedings.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Grant Activities described on this Exhibit A, the Deliverables and Milestones listed on Exhibit B and the Performance Measures listed on Exhibit E within the term of this Agreement, as provided in paragraph 1.4, herein.

AUTHORITY: The Department is authorized to make this Grant pursuant to 42 U.S.C.A. 9901 et seq. and 20 ILCS 625.

The purpose of this authority is as follows:

Provide grants to Community Action Agencies for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient.

PROJECT DESCRIPTION:

Program Objective

Grantee must use Grant Funds provided under this Agreement for the Community Services Block Grant ("CSBG") program to develop and implement programs to assist low-income Illinois residents in working towards family stabilization and self-sufficiency pursuant to Exhibit B and the Grant-specific terms/conditions in Article XIII. For carrying out such program objectives, the total compensation and reimbursement payable by the Department to the Grantee shall be in compliance with and not exceed the amount specified in the Budget (Attachment B). The Department shall distribute/pay the total amount of the Grant Funds to the Grantee in accordance with this Grant Agreement, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75 et. seq.), Subpart I of the Department of Health and Human Services Block Grant Regulations (45 CFR Part 96 et. seq.), the Community Opportunities, Accountability, and Training and Educational Services Act of 1998 (42 U.S.C.A. §9901 et seq), the Uniform Administrative Requirement for Grants and Cooperative Agreements to State, Local and Tribal Governments (45 CFR Part 92 et. seq.) (the "CSBG Act"), the Illinois Economic Opportunity Act (20 ILCS 625), the Illinois Administrative Rules for the State Administration of the Federal Community Services Block Grant Program (47 Ill. Adm. Code 120), the Department's Annual Consolidated Plan, and any other regulations and policies promulgated 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 modifications to this Agreement shall be incorporated in accordance with the applicable provisions herein, including but not limited to Sections 5.2 and 6.2.
EXHIBIT B

DELIVERABLES OR MILESTONES

See Attachment A. CSBG Work Program Summary
EXHIBIT C

PAYMENT

Grantee shall receive $1,039,715.00 under this Agreement.

Enter specific terms of payment here:

The Award amount listed above is not a guarantee of payment, and Grantee’s receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement

Payments to the Grantee are subject to the Grantee’s submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor’s approval of eligible costs and cash amount requested for reimbursement of those costs.

Pre-Award Costs

Reimbursement of costs incurred prior to the start of the Grant Term provided in paragraph 1.4, herein may be allowed only if specifically provided for in the Project Description (Exhibit A), as approved by the Grantor in its sole discretion. If not clearly identified in the Project Description (Exhibit A), any costs incurred prior to the Grant Term will be disallowed. Pre-award costs will only be allowed if the costs are directly pursuant to the negotiation and in anticipation of the Award, where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Award. 2 CFR 200.458.

See Attachment B. Uniform Grant Budget
EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

The Grantee acknowledges and agrees that its address set forth below 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 Grantor 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 Grantor of its current last known address. In the event that the Grantee changes its current address, it shall contact its Grant Manager and notify him or her of said change of address and a formal modification will be executed.

GRANTOR CONTACT

Name: Jennifer Barnes
Title: Grant Manager
Address: 500 E Monroe St
Springfield, IL 62701
Phone: 217-558-0480
TTY#: (800) 785-6055
Fax#: N/A
Email Address: Jennifer.Barnes@illinois.gov

GRANTEE CONTACT

Name: Mary Keating
Title: Director
Address: 421 North County Farm Road
3rd Floor
Wheaton, IL 60187-3978
Phone: 630-407-6420
TTY#: N/A
Fax#: 630-407-6501
Email Address: Mary.Keating@dupageco.org

The following are designated as Authorized Designee(s) for the Grantee (See Part Two, Article XXVII):

Authorized Designee:
Authorized Designee Title: [See attachment following this page]
Authorized Designee Phone: __________________________
Authorized Designee Email: __________________________

Authorized Designee Signature: ______________________
Authorized Signatory Approval: ______________________

Authorized Designee:
Authorized Designee Title: __________________________
Authorized Designee Phone: __________________________
Authorized Designee Email: __________________________

Authorized Designee Signature: ______________________
Authorized Signatory Approval: ______________________

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Illinois Department of Commerce and Economic Opportunity

Notification of Additional Authorized Designee

Grantee Name: DuPage County Department of Community Services

DCEO Grant Number(s): 18-231028

Authorized Signatory: Mary A. Keating, Director
(Printed Name and Title)

Date: 9/25/17

Pursuant to the above referenced grant agreement(s), the Authorized Signatory may assign Authorized Designees to submit materials to the Department by submitting written notice. In processing the above referenced grant(s) and related documentation, the Department will only accept materials signed by the Authorized Signatory or Designee(s). By submitting this form, the Authorized Signatory of the above referenced grant(s) is providing notice that the following person(s) be named an Authorized Designee for the above referenced grant(s). The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below.

Authorized Designee: Gina Strafford-Ahmed
Authorized Designee Title: Administrator Intake & Referral, CSBG Coordinator
Authorized Designee Phone: (630) 407-6444

Authorized Designee: Michelle Tunk & Kim Mehring
Authorized Designee Title: Assistant Financial Services Administrator
Authorized Designee Phone: (630) 407-6145 or (630) 407-6165

Authorized Designee Approval

Signature on File

Signature on File

Signature on File

Signature on File

Signature on File

Signature on File

Signature on File

Signature on File
Authorized Designee: Jennifer Pitsenbarger
Authorized Designee Title: Division I Assistant
Authorized Designee Phone: (630) 407-6421

Authorized Designee Signature: ____________________________
Authorized Signatory Approval: ____________________________

Note that the Department will continue to accept documentation submitted from all Authorized Designee(s) until notified to the contrary in writing signed by the Authorized Signatory.
GRANTOR CONTACT FOR AUDIT QUESTIONS—AUDIT UNIT

Name: James Misch  
Email: externalauditunit@illinois.gov  
Phone: (312) 814-4057  
Fax: (312) 793-0338  
Address: 100 West Randolph  
Suite 3-400  
Chicago, IL 60601

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Lisa Hodson  
Email: Lisa.Hodson@illinois.gov  
Phone: 217-785-6417  
Fax#: N/A  
Address: 500 E Monroe St  
Springfield, IL 62701
See Exhibit B.
EXHIBIT F

PERFORMANCE STANDARDS

In accordance with the performance measures set forth in Exhibit B, reimbursement will only be provided for those allowable expenditures that can be sufficiently documented.
EXHIBIT G

SPECIFIC CONDITIONS

See Attachment C. Exhibit G Continued Special Conditions.
PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

ARTICLE XXVII
AUTHORIZED SIGNATORY

27.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein in paragraph 1.6 or Exhibit D. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in Exhibit D. Without such notice, Grantor will reject any materials signed or submitted on the Grantee’s behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on Exhibit D. If an Authorized Designee(s) appears on Exhibit D, 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 Agreement.

ARTICLE XXVIII
ADDITIONAL AUDIT PROVISIONS

28.1. Discretionary Audit. The Department may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor’s Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor’s Communication With Those Charged With Governance).

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

externalauditunit@illinois.gov

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

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

ARTICLE XXIX
ADDITIONAL MONITORING PROVISIONS

29.1. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.
ARTICLE XXX
ADDITIONAL INTEREST PROVISIONS

30.1. Penalty for Non-Interest Bearing Account. If Grantee is required to keep Grant Funds paid in advance of the actual expenditure of funds in an interest-bearing account pursuant to paragraph 4.6(b) of this Agreement, Grantee will be responsible for the payment of interest to Granter at a rate equal to twelve percent (12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written approval from Granter. Grant funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee's discretion. Exceptions to this paragraph are not permissible without prior written approval by Granter.

30.2. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to $500 per year may be retained by the Grantee for administrative expenses. Any additional interest earned on Grant Funds above $500 per year must be returned to the Grantor pursuant to paragraphs 4.2 and 33.2 herein, or as otherwise instructed by the Grant Manager or as set forth in PART THREE. All interest earned must be expended prior to Grant Funds. All reporting documents should reflect the full expenditure of any interest earned. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Department as described in paragraphs 4.2 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in Article XIII herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this paragraph 30.2 are inapplicable to the extent any statute or rule provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in PART THREE.

ARTICLE XXXI
ADDITIONAL BUDGET PROVISIONS

31.1. Restrictions on Discretionary Line Item Transfers. Unless set forth otherwise in PART THREE herein, Budget line item transfers within the guidelines set forth in paragraph 6.3 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 2 CFR 200.308.

ARTICLE XXXII
ADDITIONAL REPRESENTATIONS AND WARRANTIES

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

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

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

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
(d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

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

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of Federal or State antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (Federal, State or local) with commission of any of the offenses enumerated in sub-paragraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any Federal or State agency or a local government.

Any request for an exception to the provisions of this paragraph 32.1(d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to Article XVI herein and any applicable rules.

ARTICLE XXXIII
ADDITIONAL TERMINATION, SUSPENSION AND NON-COMPLIANCE PROVISIONS

33.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to Article XVI herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement;

(b) Direct the Grantee to remit an amount equivalent to the “Net Salvage Value” of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, “Net Salvage Value” is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses; and
33.2. **Grant Refunds.** In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq., the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of said date.

33.3 **Grant Funds Recovery Procedures.** In the event that Grantor seeks to recover from Grantee funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq. (GFRA), for the recovery of grant funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA shall apply to these proceedings. The Parties agree that Grantor’s Administrative Hearing Rules (56 Ill. Admin. Code Part 260S) shall govern these proceedings.

33.4 **Grantee Responsibility.** Grantee shall be held responsible for the expenditure of all funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.338 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

**ARTICLE XXXIV**

**ADDITIONAL MODIFICATION PROVISIONS**

34.1. **Modifications by Operation of Law.** This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in Federal or State law or regulations applicable to this Agreement. Grantor shall initiate such modifications, and Grantee shall be required to agree to the modification in writing as a condition of continuing the Grant. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.

34.2. **Discretionary Modifications.** If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in Articles V and VI and paragraphs 34.1 and 34.3, written notice of the proposed modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the 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 Grantor shall consider those objections when evaluating whether to follow through with the proposed modification. The Grantor’s notice to the Grantee shall contain the Grantee name, Grant number, modification number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee shall submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (Exhibits A, B and E).

34.3. **Unilateral Modifications.** The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee’s funding allocation as additional funds become available for the Award during the program year covered by the term of this Agreement.

34.4. **Management Waiver.** The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific grant terms that the Grantor determines are necessary to place the Grantee in State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 35 of 46
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 Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.

34.5. **Term Extensions.** The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and C) must be completed during the Grant Term set forth in paragraph 1.4 herein. Extensions of the Grant Term will be granted only for good cause, and only in increments of six (6) months, subject to the Grantor’s discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 et seq.), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Grant Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Grant Term or extended Grant Term, as applicable, stating the reason for the extension.

**ARTICLE XXXV**

**ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

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

35.2. **Hiring State Employees Prohibited.** No State officer or employee may be hired to perform services under this Agreement on behalf of Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor.

**ARTICLE XXXVI**

**ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

36.1. **Equipment Management.** The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials shall be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate authorities.

**ARTICLE XXXVII**

**APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

37.1. **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 Grantor shall not be responsible for monitoring Grantee’s compliance.

37.2. **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 Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein.

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

37.4. 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 (12) 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.

37.5. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has four (4) 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.

37.6. 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 Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).

37.7. 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 Grant Activities to be performed under this Agreement.

37.8. Identity Protection Act (5 ILCS/179 et seq.) and Personal Information Protection Act (815 ILCS 530 et seq.). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.
ARTICLE XXXVIII
ADDITIONAL MISCELLANEOUS PROVISIONS

38.1. Workers’ Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Workers’ 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.

38.2. Required Notice. Grantee agrees to give prompt notice to the Granter of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Granter relating to (i) a Termination or Suspension (Article XVI), (b) Modifications, Management Waivers or Term Extensions (Article XXXIV) or (c) Assignments (paragraph 26.4) must be executed by the Director of the Granter or her or his authorized designee.

38.3 Completion of Specific Conditions. If there are specific conditions required by this Award pursuant to 2 CFR 200.207 and paragraph S.3 herein, once Grantee completes a specific condition, Granter shall document the completion and notify the Grantee in writing. A formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV is not required.

ARTICLE XXXIX
ADDITIONAL REQUIRED CERTIFICATIONS

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee’s execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

39.1. 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.

39.2. 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 of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). A copy of the policies shall be provided to the Granter upon request.

39.3. 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 Grantee 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 Granter. 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.

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39.4. **Lien Waivers.** If applicable, 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.
PART THREE – THE PROJECT-SPECIFIC TERMS

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

ARTICLE XL
REPORT DELIVERABLE SCHEDULE

40.1. External Audit Reports. External Audit Reports may be required. Refer to Article XV of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

40.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to paragraph 13.3(a) of this Agreement to determine whether you are required to submit Annual Financial Reports.

40.3. Required Periodic Reports. Below is the required periodic reporting schedule for this grant.

April 2018
• Quarterly Periodic Financial Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager

July 2018
• Quarterly Periodic Financial Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager

October 2018
• Quarterly Periodic Financial Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager

January 2019
• Quarterly Periodic Financial Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager

March 2019
• End of grant Closeout Financial Report (03/01/2019) - Covering Period of 01/01/2018 - 12/31/2018; Send To: Grant Manager
40.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in Articles XIII, XIV, XV and XL unilaterally, and must obtain prior written approval from Grantor to change any reporting deadlines.

ARTICLE XLI
GRANT-SPECIFIC TERMS/CONDITIONS

41.1.

Sub-recipient(s)
The Department acknowledges and recognizes that any sub-recipient(s) named in Exhibit B will be receiving a sub-grant under this Agreement and will be performing services to further and fulfill the Scope of Work as directed by the Grantee. The Grantee acknowledges and agrees that the Grantee remains responsible for administering and fulfilling all of the terms and conditions of this Agreement. The Grantee is responsible for incorporating a copy of this Agreement into any sub-grant or contract or agreement between itself and the sub-recipient(s) and is responsible for ensuring that it and its sub-recipient(s) are in compliance of the same.

Method of Compensation
In addition to the payment methods described in Article IV, the Grant Funds will be distributed in accordance with the invoice-voucher procedures of the Office of the State Comptroller. The first payment of Grant Funds will be for program initiation and will be based on the Grantee's reported obligation for the program's immediate cash needs. Thereafter, the Grant Funds will be distributed for the dual purpose of covering the allowable expenditures to date, as well as, the immediate cash needs of the Grantee to operate the program. Further, costs charged under this Agreement cannot exceed the total award of this grant.

Administrative Costs
Grantee shall receive reimbursement for allowable costs under the Administration category not to exceed a total of 16% of allowable expenditures. As an example, an agency which expends 75% of the total allocation will only be allowed to spend a total of 16% of the amount of actual expenditures for administrative purposes.

Additional Budget Modifications
Grantee expressly understands and agrees that the total available amount of this Agreement is contingent upon the Grantee's ability to spend the Grant Funds in accordance with Exhibit B contained in this Agreement. The Department reserves the right to establish an initial available funding amount based on programmatic performance in previous years.

If the Grantee has reason to believe that its costs for the grant period will exceed a budgeted line item or cost category, it must request approval from the Department in writing prior to exceeding any approved budget line item or cost category, except that the Grantee may vary budgeted line items or cost categories in accordance with the following limitations:

1. Program Support and Direct Client Assistance cost categories may vary up to 10% plus or minus the approved budget amount or $1,000, whichever is greater.
2. Administration cost category may NOT be increased.
3. Special cost categories may NOT be increased or decreased without prior written approval from the Department.

Any variance in cost categories or line items within the terms listed above shall not alter the requirement for formal modification of this Agreement when the goals, objectives and activities listed in this part are measurably changed.

Unilateral Modifications
The parties agree that Grantor may unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the grant during the program year covered by the term of this Agreement.

Travel Costs
Costs in accordance with the latest Federal domestic lodging, travel, meals and incidental rates are allowable for expenses incurred by employees who are in travel status on official business performing duties/services related to this Agreement. Grantee must retain receipts on file as source documentation for travel expenses of its employees. Information on the Federal domestic travel and per diem rates can be found at www.gsa.gov and 41 CFR Subtitle F Chapter 300-304. If the Grantee has a travel policy with a rate or rates that exceed the Federal domestic travel and per diem rates, the Grantee must submit its policy to the Department for review and approval prior to incurring any travel costs.

Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the non-Federal entity. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the non-Federal entity's non-federally-funded activities and in accordance with non-Federal entity's written travel reimbursement policies. Notwithstanding the provisions of 45 CFR 75.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or pass-through entity when they are specifically related to the Federal award.

Procurement
Grantee shall follow the procurement standards as established in 45 CFR §75.326 - §75.335.

Non-Expendable Personal Property
Grantee must not purchase non-expendable personal property costing $5,000 or more without the Department's prior approval. The Grantee agrees to comply with 45 C.F.R. 75.316-323, as applicable to its organization, in the management of property. Further, 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. The Grantee may hold title in its name to all equipment or non-expendable tangible personal property purchased with Grant Funds for program operation subject to the following: it is understood that non-expendable personal property purchased by the Grantee with Grant Funds and non-expendable personal property received from the grantor shall not be the property of the Grantee but must be held by in trust for the benefit of the people of the State of Illinois. As such, the Grantee must not sell, abandon or otherwise dispose of such property without the prior written approval of the Department. Equipment must be used on the original project as long as needed. While being used on the original project, equipment may be made available for "shared use" with other activities, provided that use will not interfere with its use for the original project. When no longer needed for the original purpose, equipment may be used for other projects subject to the Department's written approval. The Grantee must maintain appropriate property records and annually conduct an inventory of all equipment or nonexpendable personal property purchased with Grant Funds. Within thirty (30) days of receipt of purchased equipment, an "Equipment Acquisition Form" must be completed and sent to the Department. Upon the termination of the Agreement and upon the election of the Department, the Grantee must surrender possession of such property to the Department.

**Real Estate Expenditures Prohibited**

Grantee agrees not to use Grant Funds for the purchase or improvement of land or the purchase, construction, or permanent improvement (other than low cost residential weatherization or other energy-related repairs as authorized by the Department) of any building or other facility.

**Audits, Inspections and Record Retention.**

The Grantee will as often as deemed necessary by the Department or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives, permit the Department, or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or Comptroller General of the United States, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this Grant. The Grantee shall include in all of its contracts under this Agreement a provision that the Department or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent books, documents, papers and records of any such contractor involving transactions related to the contract. The Grantee is accountable for all Grant Funds received under this Agreement and shall maintain, for a minimum of four (4) years following written approval from the Department that all disbursements of grant funds have been reviewed, considered adequate and closed by the Department.

The Grantee is accountable for all grant funds received under this Agreement and in addition to the requirements contained in Section 12.1 herein, shall maintain, until the closeout of the grant by the U.S. Department of Health and Human Services, all records that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a description of each activity undertaken
b. Records demonstrating that each activity undertaken is in compliance with the CSBG program;
c. Records required determining the eligibility of activities;
d. Records required to document the use of Grant Funds in accordance with applicable cost principles. as further described in the federal regulations;
e. Financial records as required by the applicable federal regulations.
Additional Audit Requirements
Grantee shall be subject to any and all applicable audit requirements under Subpart F of 45 CFR Part 75. For sake of clarification, the Federal Office of Management and Budget combined and streamlined OMB circular A-133 into the Uniform Requirements.

Further, the Department reserves the right to conduct limited scope audits, at any time, of any Grant Funds expended under this Agreement or of the Grantee’s agency-wide financial statements. The Department must have the right to examine corporate books and records which may be necessary to test the allocation equity of Grant Funds and to determine the ability of the Grantee to safeguard the Grant Funds. The Grantee must fully cooperate, in a timely manner, in preparing for and conducting the audit and in the resolution of audit findings.

Additional Reporting Requirements
In addition to the reporting requirements set forth in Article 40.3, the Grantee must provide the following reports to the Department:

1. For each grant, a certified cost report must be submitted via the GRS Fiscal electronic reporting system prior to submitting a request for Grant Funds.
2. Quarterly programmatic reports which include board membership reports, board minutes, services report, demographics report, revolving loan fund reconciliation and any other report as required by the Department.
3. Annual scholarship report
4. An Annual Report which contains information based on agency wide activities in a format prescribed by the Department.
5. Any additional reports required by the Department as a result of a corrective action or quality improvement plan

Monitoring and Evaluation Requirements
The Department will periodically monitor and evaluate the Grantee’s performance under this Agreement for compliance with federal regulations, state administrative rules, statutes, and programmatic guidelines and all covenants under this Agreement. The grant will be evaluated to gauge its impact upon the low-income community and to determine the effective and efficient utilization of Grant Funds. Evaluations will occur both during the performance of the scope of work and after completion.

Grantee performance will be measured in part on the effective use of a Result Oriented Management and Accountability (“ROMA”) system pursuant to the CSBG Act, specifically 42 U.S.C.A. §9908 and §9917(b). In addition, Grantee will be evaluated based on compliance with “Organizational Standards for CSBG Eligible Entities” established under 678B of the CSBG Act (42 U.S.C. §9914) and the Community Services Block Grant Information Memorandum Transmittal No. 138.

Board Requirements
This Agreement is conditionally approved pending verification that the tripartite board requirement has been met (42 U.S.C.A. §9910). In the event that the Grantee fails to fulfill the tripartite board requirement, on a calendar quarterly basis, the Department shall monitor and evaluate the Grantee’s progress in becoming compliant with this requirement. The Grantee’s failure to become compliant could be considered a default under this Agreement and the Grant Funds would become subject to recovery.

CSBG Revolving Loan Program
The CSBG Revolving Loan Program has been suspended. Grantee agrees that grant funds under this Agreement must not be used for any new loans

Publication, Reproduction and Use of Material

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No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Department shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under the Agreement.

Any publication produced as a result of or with funding under this Grant shall contain the following language on its title page: “This project was conducted with funds provided under the Community Services Block Grant Program administered by the Illinois Department of Commerce and Economic Opportunity and it does not necessarily represent, in whole or in part, the viewpoint of the Illinois Department of Commerce and Economic Opportunity.”

Debarment
In addition to Article 8.1(k), Grantee must certify that all current and prospective employees, contractors and subcontractors are in “good standing” prior to engaging their services under this Agreement and must certify such “good standing” status at least annually thereafter.

Bond and Depository Insurance Requirements
Grantee must provide bonding for every officer, director or employee who handles Grant Funds under this Agreement. The amount of coverage must be the higher of $100,000 or the highest cash draw during the term of the Agreement.

Grantee must place Grant Funds in insured accounts whenever possible. In the event Grant deposits exceed insured limits, the Grantee must require the Depository to pledge securities sufficient to cover the uninsured exposure.

No Discrimination in Services
Grantee must comply with:

A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and must immediately take any measures necessary to effectuate this assurance.

B. Section 2606(a) of the Omnibus Budget Reconciliation Act of 1981 provides that:

No person shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 also shall apply to any such program or activity.

Fraud and/or Abuse
Grantee shall report in writing to the State’s Office of Executive Inspector General (“OEIG”) any suspected fraud, abuse or misconduct associated with any service or function provided for under this contract by any parties directly or indirectly affiliated with this Agreement including but not limited to, Grantee staff, Grantee sub-contractor, Department employee or Department contractor. Grantee shall make this report within three (3) days of first suspecting fraud, abuse or misconduct. Grantee shall not conduct any investigation of the suspected fraud, abuse or misconduct without the express concurrence of the OEIG; the foregoing notwithstanding, the Grantee may conduct and continue investigations necessary to determine whether reporting is required under this paragraph. Grantee must report to OEIG as described.
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in the first sentence above. Grantee shall cooperate with all investigations of suspected fraud, abuse or misconduct reported pursuant to this paragraph. Grantee shall require adherence with these requirements in any contracts it enters into with sub-contractors. Nothing in this paragraph precludes the Grantee or sub-contractors from establishing measures to maintain quality of services and control costs that are consistent with their usual business practices, conducting themselves in accordance with their respective legal or contractual obligations or taking internal personnel-related actions.

Political Activity
Programs assisted by CSBG Grant Funds shall not be carried out in a manner involving the use of grant funds for any political activity. The provision of services, or the employment or assignment of personnel in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan political activity is considered an unallowable activity. Any political activity associated with a candidate, or contending faction or group, in an election for public or party office is also not an allowable expense. In addition, any activity to provide voters or prospective voters with transportation to the polls or similar assistance with any such election, or any voter registration activity is unallowable.
Outreach Community Ministries (Sub-grantee) will operate an Employment Opportunity Program for economically disadvantaged youth and young adults who are not attending school and need to develop their job skills to attain employment.

**Persons:** 11

**Outcome Target:** 17

**CSBG Goal #:** 01

**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**
- 01.01 Unemployed youth who obtained employment to gain skills or income.
- 02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma
- 03.08 Individuals engaged with the Community Action Agency who report improved financial well-being
- 05.04 Individuals who improved skills related to the adult role of parents/caregivers

**Program Support**
- **$ 0.00**

**Client Assistance**
- **$ 0.00**

**Administration**
- **$ 500.00**

**Special**
- **$ 45,000.00**

**Total**
- **$ 45,500.00**

**DuPage County workNet/WIOA** will assist CSBG eligible residents with CNC Computer training, Truck Driving Certification, Welding training, Healthcare training or other in demand employment training certification via WIOA (DuPage workNet).

**Persons:** 9

**Outcome Target:** 15

**CSBG Goal #:** 01

**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**
- 01.05 Unemployed adults who obtained employment (with a living wage or higher)
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
- 03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

**Program Support**
- **$ 0.00**

**Client Assistance**
- **$ 0.00**

**Administration**
- **$ 500.00**

**Special**
- **$ 75,000.00**

**Total**
- **$ 75,500.00**

**360 Youth Services (Sub-grantee)** will assist homeless youth with attaining their GED's, job skills, transportation, employment and stable housing.

**Persons:** 24

**Outcome Target:** 38

**CSBG Goal #:** 01

**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**
- 01.01 Unemployed youth who obtained employment to gain skills or income.
- 02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
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### Education and Cognitive Development

#### 02.061 Educational Financial Aid Assistance (1)

DuPage County Department of Community Services Intake and Referral unit will provide scholarships to CSBG eligible persons for post-secondary education.

**Persons:** 6

**Outcome Target:** 6

**CSBG Goal #:** 01

**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills

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### Income, Infrastructure, and Asset Building

#### 03.011 Training and Counseling Services (1)

The H.O.M.E. DuPage, Inc. (Sub-grantee) will provide financial literacy workshops, budgeting seminars, financial counseling, income management skills, and credit repair to CSBG eligible clients.

**Persons:** 60

**Outcome Target:** 65

**CSBG Goal #:** 01

**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**
- 03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days
- 03.03 Individuals who opened a savings account or IDA
- 03.04 Individuals who increased their savings
- 03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

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### Housing

#### 04.011 Housing Payment Assistance (1)

DuPage County Department of Community Services Housing Support unit will provide CSBG eligible clients with funding to prevent homelessness via rent assistance, association fee assistance or mortgage assistance.

**Persons:** 15

**Outcome Target:** 20

**CSBG Goal #:** 01

**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.
Outcome Measure(s):
04.02.A Households who maintained safe and affordable housing for 90 days
04.05 Households who avoided eviction
04.06 Households who avoided foreclosure

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$112,922.00</td>
<td>$15,000.00</td>
<td>$3,500.00</td>
<td>$0.00</td>
<td>$131,422.00</td>
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</tbody>
</table>

04.041 Housing Placement/ Rapid Re-Housing (1)

Catholic Charities Hope House (Sub-grantee) will provide emergency shelter, counseling, job coaching and housing assistance to homeless individuals and families. Hope House will be open, 24 hours, 7 days a week.

Persons: 80
CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

Program Support $50,000.00  Client Assistance $0.00  Administration $3,000.00  Special $0.00  Total $53,000.00

04.042 Housing Placement/ Rapid Re-Housing (2)

Midwest Shelter for Homeless Veterans (Sub-Grantee) will provide homeless veterans with post-traumatic stress disorder and/or substance abuse history temporary housing and supportive services to help obtain permanent housing and become economically secure.

Persons: 9
CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

Program Support $20,000.00  Client Assistance $0.00  Administration $1,500.00  Special $0.00  Total $21,500.00

Health and Social/ Behavioral Development (Includes nutrition)

05.061 Dental Services, Screenings and Exams (1)

DuPage County Health Department and DuPage County Department of Community Services Intake and Referral unit will provide assistance with prescriptions, medical supplies, dental treatment/fees, and/or medical fees for CSBG eligible clients who are uninsured or lack comprehensive insurance coverage. Will also provide access to health care by assisting eligible clients in completing application for Access DuPage, ACA/Marketplace and Medicaid/Medicare.

Persons: 300
CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

Program Support $62,000.00  Client Assistance $500.00  Administration $5,050.00  Special $0.00  Total $67,550.00

Attachment: People’s Resource Center - Agreement (HHS-P-0060-18 - People’s Resource Center)
Loaves & Fishes, People's Resource Center and West Suburban Community Pantry (Sub-grantees) will provide food, laundry, personal care and paper products to households in need. These three food pantries serve all residents of the County and each will receive $10,000 to provide these items to our residents: People's Resource Center Food Pantry 1000 families, West Suburban Community Pantry 600 families, and Loaves and Fishes Pantry 1000 families. West Suburban Community Pantry will receive $4000 to provide 80 eligible households with car seats or booster seats.

**Persons:** 2680  
**Outcome Target:** 2680  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

### Outcome Measure(s):  
05.02 Individuals who demonstrated improved physical health and well-being  
05.04 Individuals who improved skills related to the adult role of parents/caregivers

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
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</thead>
<tbody>
<tr>
<td>$34,000.00</td>
<td>$0.00</td>
<td>$2,000.00</td>
<td>$0.00</td>
<td>$36,000.00</td>
</tr>
</tbody>
</table>

**Services: Supporting Multiple Domains**

**07.01 Case Management (1)**

DuPage County Department of Community Services Housing and Self-Sufficiency unit will move participants away from crisis and towards self-sufficiency by providing case management, counseling, referrals and financial assistance.

**Persons:** 70  
**Outcome Target:** 120  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

### Outcome Measure(s):  
01.02 Unemployed adults who obtained employment (up to a living wage)  
01.08 Employed participants in a career advancement related program who entered or transitioned into a position that provided increased income and/or benefits  
02.05 Parents/caregivers who improved their home environments  
02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills  
03.08 Individuals engaged with the Community Action A

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
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<td>$75,000.00</td>
<td>$12,500.00</td>
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<td>$0.00</td>
<td>$91,000.00</td>
</tr>
</tbody>
</table>

**07.03 Referrals (1)**

DuPage County Department of Community Services Intake and Referral unit will provide comprehensive assessment, intake, information, advocacy, and referral services to CSBG eligible clients.

**Persons:** 4800  
**Outcome Target:** 4800  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

### Outcome Measure(s):  
06.01.C Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
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<td>$261,588.00</td>
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<td>$263,338.00</td>
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</tbody>
</table>

**07.10 Legal Assistance (1)**
Prairie State Legal Services (Sub-grantee) will provide legal assistance to homeless individuals and families to facilitate their transition to self-sufficiency and to better enable them to secure housing.

<table>
<thead>
<tr>
<th>Persons: 25</th>
<th>Outcome Target: 25</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CSBG Goal #: 01</strong></td>
<td><strong>CSBG Goal</strong>: Individuals and Families with low incomes are stable and achieve economic security.</td>
</tr>
</tbody>
</table>

**Outcome Measure(s):**
06.01.C Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
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<td>$500.00</td>
<td>$0.00</td>
<td>$20,500.00</td>
</tr>
</tbody>
</table>

**07.11.1 Emergency Clothing Assistance (1)**

DuPage County Department of Community Services will provide assistance to clients in need of essential items and or services such as food, gas, clothing and furniture.

<table>
<thead>
<tr>
<th>Persons: 400</th>
<th>Outcome Target: 400</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CSBG Goal #: 01</strong></td>
<td><strong>CSBG Goal</strong>: Individuals and Families with low incomes are stable and achieve economic security.</td>
</tr>
</tbody>
</table>

**Outcome Measure(s):**
03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$112,988.00</td>
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<td>$3,500.00</td>
<td>$0.00</td>
<td>$117,738.00</td>
</tr>
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</table>

**07.12.1 Mediation/Customer Advocacy Interventions (1)**

DuPage Federation on Human Services Reform Open Door Program (Sub-grantee) will provide emergency assistance for clients in need of essential items and or services such as housing, food, clothing, medical expenses, case management, advocacy, and initial employment expenses.

<table>
<thead>
<tr>
<th>Persons: 120</th>
<th>Outcome Target: 120</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CSBG Goal #: 01</strong></td>
<td><strong>CSBG Goal</strong>: Individuals and Families with low incomes are stable and achieve economic security.</td>
</tr>
</tbody>
</table>

**Outcome Measure(s):**
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
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<td>$15,000.00</td>
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**Agency Capacity Building**

<table>
<thead>
<tr>
<th>Total Persons: 3</th>
<th>Total Outcome: 3</th>
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<tbody>
<tr>
<td><strong>CSBG Goal #: 00</strong></td>
<td><strong>CSBG Goal</strong>: CSBG Eligible Entity Capacity Building</td>
</tr>
</tbody>
</table>

DuPage County Department of Community Services needs to increase agency capacity building, planning and certifications/training to achieve CSBG Standards. Planning, coordination, research and training is needed to maintain CSBG Organizational Standards compliance.
### Outcome Measure(s):
00.02 Hours of Agency Staff in capacity building activities

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
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<tbody>
<tr>
<td>$ 0.00</td>
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<td>$ 0.00</td>
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**Grant 18-231028 Work Program Totals**

<table>
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<th>Program Support</th>
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<tr>
<td>$ 843,165.00</td>
<td>$ 35,250.00</td>
<td>$ 32,300.00</td>
<td>$ 129,000.00</td>
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Attachment: People's Resource Center - Agreement (HHS-P-0060-18 : People's Resource Center)
Section A: State of Illinois Funds

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Summary</th>
<th>Detail</th>
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<tr>
<td>State of Illinois Grant Amount Requested</td>
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<tr>
<td><strong>Budget Expenditure Categories</strong></td>
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<tr>
<td>1. Personnel (200.430)</td>
<td>$402,547.00</td>
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<tr>
<td>0101 PERSONNEL (SALARIES &amp; WAGES)</td>
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<tr>
<td>2. Fringe Benefits (200.431)</td>
<td>$146,773.00</td>
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<td>0102 FRINGE BENEFITS</td>
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<td>3. Travel (200.474)</td>
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<td>0103 TRAVEL</td>
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<td>4. Equipment (200.439)</td>
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<td>5. Supplies (200.94)</td>
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<tr>
<td>0105 SUPPLIES</td>
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<td>6. Contractual/Subawards (200.318 and .92)</td>
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<td>$270,385.00</td>
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<td>0105 CONTRACTUAL SERVICES</td>
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<td>7. Consultant (200.459)</td>
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<td>8. Construction</td>
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<td>9. Occupancy (200.465)</td>
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<td>10. Research and Development (200.87)</td>
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<td>11. Telecommunications</td>
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<td>0111 TELECOMMUNICATIONS</td>
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<td>12. Training and Education (200.472)</td>
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<td>0112 TRAINING AND EDUCATION</td>
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<td>13. Direct Administrative Costs (200.413)</td>
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<tr>
<td>0313 DIRECT ADMINISTRATIVE COSTS</td>
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<tr>
<td>14. Miscellaneous Costs</td>
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<td>0114 MISCELLANEOUS COSTS</td>
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<tr>
<td>15. Grant Exclusive Line Item(s)</td>
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<td>0201 CLIENT ASSIST. - BENEFITS</td>
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<tr>
<td>0402 SPECIAL - T&amp;TA</td>
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<tr>
<td>0403 SPECIAL - ECON DEV/JOBS TRAIN</td>
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<td></td>
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<tr>
<td>16. Total Direct Costs (add lines 1-15)</td>
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<td>$1,039,715.00</td>
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<tr>
<td>17. Total Indirect Costs (200.414)</td>
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<tr>
<td>Rate: N/A %</td>
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<td></td>
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<tr>
<td>Base: N/A</td>
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<tr>
<td>18. Total Costs State Grant Funds (Lines 16 and 17)</td>
<td>$1,039,715.00</td>
<td>$1,039,715.00</td>
</tr>
</tbody>
</table>
Grantee: DuPage County  

NOFO Number: 0  

Grant Number: 18-231028  

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;

b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or

c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

Select ONLY One:

1) [ ] Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.

2a) [ ] Our Organization currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendix IV(c)(2)(c).

2b) [ ] Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.

3) [ ] Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CFR 200.414 (C)(4)(f) and 200.68.

4) [ ] For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

[ ] is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(S); or

[ ] complies with other statutory policies.

5) [ ] No reimbursement of Indirect Cost is being requested.

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered By NICRA: From: To:  

Approving Federal or State Agency:  

Indirect Cost Rate: %  
The Distribution Base Is:

Rate: %
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization: DuPage County

Signature: ____________________________

Printed Name: MARY A. KEATING

Title: Director

Phone: (626) 407-6457

Date: 1/17/18

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.
### Final Budget Amount Approved

<table>
<thead>
<tr>
<th>Amount</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,039,715</td>
<td>1/2/18</td>
</tr>
</tbody>
</table>

### Budget Revision Approved

<table>
<thead>
<tr>
<th>Amount</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,039,715</td>
<td>1/2/18</td>
</tr>
</tbody>
</table>

#### §200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater, of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.
Attachment C. Exhibit H Continued

Special Conditions
### 2b - History of Performance - External

**Problem for Clarification/Resolution:**

The grantee indicated that more than 20% of their Community Service Block Grant (CSBG) award is subcontracted to another entity. Along with that, the subcontracted entity performs programmatic responsibilities such as: participant eligibility determination, performance reporting, and program delivery, and financial reporting. Eligibility includes but is not limited to; intake and determination of eligibility of applicants applying for CSBG services. Performance reporting includes but is not limited to; the reporting of progress toward completion of the CSBG work program to meet scope and performance measures. Program delivery may include, but is not limited to; subcontracted intake and approval, provisions of services based on the work program definitions. Financial reporting includes but is not limited to; maintain audit trail and process any and all financial transaction required for the work program. Provide details regarding financial for the work program to meet performance measures defined within the work program.

**Conditions:**

The grantee must demonstrate adequate oversight and monitoring of sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract(s).

**Risk Explanation:**

Medium to high risk indicates limited experience with sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract awards. This increases the likelihood of compliance and/or performance issues with the third-party entity.

**How to Resolve:**

The grantee must also provide documented proof of onsite monitoring and audits efforts performed to ensure that the subcontracted entity is compliant with the conditions of the contract and all programmatic requirements.

**Timeframe:**

The grantee must provide activity reports for the sub-grantee as an addendum to the programmatic quarterly report. Documentation of onsite monitoring must be made available upon request. The reports are due 30 days after the end of each quarter.
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any Incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☐ NONE (check here) - If no contributions have been made

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

☐ NONE (check here) - If no contacts have been made

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county’s ethics and procurement policies and ordinances are available at: http://www.dupageco.org/CountyBoard/Policies/

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

Signature on File

Authorized Signature

Printed Name: Lina Cheatham
Title: Director of Operations
Date: 1/11/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page ______ of _______ (total number of pages)
AWARDING RESOLUTION ISSUED TO
TO OUTREACH COMMUNITY SERVICES, INC.
TO PROVIDE CASE MANAGEMENT, COUNSELING,
JOB SKILL TRAINING AND EXPERIENCE, WORK READINESS
TRAINING, AND GED ASSISTANCE TO LOW INCOME YOUTH
RESIDING IN DUPAGE COUNTY
(SUB-GRANTEE AGREEMENT TOTAL AMOUNT $70,000.00)

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

WHEREAS, the Health and Human Services Committee recommends County Board
approval for the issuance of a sub-grantee agreement to Outreach Community Services, to
provide case management, counseling, job skill training and experience, work readiness training,
and GED assistance to low income youth residing in DuPage County, for the period January 1,
2018 through December 31, 2018, for Community Services, under the Community Services
Block Grant.

NOW, THEREFORE BE IT RESOLVED that County sub-grantee agreement covering
said, to provide case management, counseling, job skill training and experience, work readiness
training, and GED assistance to low income youth residing in DuPage County, for the period
January 1, 2018 through December 31, 2018, for Community Services through the Community
Services Block Grant, be, and it is hereby approved for the issuance of a sub-grantee agreement
by the Procurement Division to Outreach Community Services, 373 S. Schmale Road, Carol
Stream, IL 60188, for a total amount of $70,000.00. Other Professional Service not subject to
competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code
Section 2-300.4-108 (1) (b). (Grant funded)

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
## PROCUREMENT REVIEW CHECKLIST

### REQUISITION

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 5, 2018</td>
<td>$70,000.00</td>
<td>1/1/2018 - 12/31/2018</td>
<td>HEALTH &amp; HUMAN SERVICES</td>
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</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  
Other Professional Services - Detailed Vetting Process Required

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
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<tr>
<td>Mary Keating</td>
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<tr>
<td>Karen Graczyk</td>
<td>Completed</td>
<td>02/06/2018 9:38 AM</td>
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<tr>
<td>James McGuire</td>
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<tr>
<td>Tom Cuculich</td>
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<tr>
<td>County Board</td>
<td>Completed</td>
<td>02/27/2018 10:00 AM</td>
</tr>
</tbody>
</table>
Purchase Requisition
Procurement Services Division

**Send Purchase Order To:**
- **Vendor:** Outreach Community Services
  - **Vendor #:** 10224
- **Attn:** Vanessa Roth
  - **Email:** vroth@outreachcommin.org
- **Address:** 122 W. Liberty Drive
- **City:** Wheaton
  - **State:** IL
  - **Zip:** 60187
- **Phone:** 630-682-1910

**Send Invoices To:**
- **Dept:** Community Services
- **Division:** CSBG Grant
- **Attn:** Gina Strafford-Ahmed
  - **Email:** gina.strafford@dupageco.org
- **Address:** 421 N. County Farm Road
  - **Room:**
- **City:** Wheaton
  - **State:** IL
  - **Zip:** 60187
- **Phone:** 630-407-6444

**Send Payments To:**
- **Vendor:** Outreach Community Services
- **Vendor #:** 10224
- **Attn:** Vanessa Roth
  - **Email:** vroth@outreachcommin.org
- **Address:** 122 W. Liberty Drive
  - **City:** Wheaton
  - **State:** IL
  - **Zip:** 60187
  - **Phone:** 630-682-1910

**Ship To:**
- **Dept:** Community Services
- **Division:** CSBG Grant
- **Attn:** Gina Strafford-Ahmed
  - **Email:** gina.strafford@dupageco.org
- **Address:** 421 N. County Farm Road
  - **Room:**
- **City:** Wheaton
  - **State:** IL
  - **Zip:** 60187
- **Phone:** 630-407-6444

**Payment Terms**
- **F.O.B.**
- **Use for:** PER 50 ILCS 505/1

**Use for:** PO 20 Delivery Date
- **Requisitioner**

**Use for:** PO25 only

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td></td>
<td>Sub-grantee agreement purchase order to provide case management, counseling, job skill training and experience, work readiness training, and GED assistance to low income youth residing in DuPage County.</td>
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<table>
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<tr>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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<tr>
<td>18</td>
<td>5000</td>
<td>1650</td>
<td>53820</td>
<td>18-231028 53820</td>
<td>70,000.00</td>
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</table>

**Requisition Total**

$70,000

**Header Comments**
(these comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver**
(these comments will NOT appear on the Purchase Order):

Please return a copy of the Purchase order to Gina Strafford-Ahmed in Community Services and Michelle Tunk in Finance.

**User Department Internal Notes**
(these comments will NOT appear on the Purchase Order):


### Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor: Outreach Community Services</th>
<th>Vendor #: 102247</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Community Services</td>
<td>Contact: Gina Strafford-Ahmed</td>
</tr>
<tr>
<td>Phone: 6444</td>
<td>Assigned Committee: HHS</td>
</tr>
</tbody>
</table>

**Contract:**
- **Contract Term:** 1/1/18-12/31/18
- **Contract Total:** $70,000.00

**Description of Procurement/Scope of Work/Background:**
Outreach Community Services will provide case management, counseling, job skill training and experience, work readiness training and GED assistance to low income youth residing in DuPage County.

**Reason for Procurement:**
$70,000 will assist 11 youth with on the job training and case management to help them become self-sufficient and economically stable.

**Funding Source:**
- Procurement budgeted for (FY and budget code(s)): 2018 CSBG 5000-1650
- [ ] Budget Transfer (Date) __________ Add'l Information

**Decision Memo Not Required**

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # __________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # __________ [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [ ] PER 55 I LCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 [ ] Public Utility
- [ ] PER 55 I LCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**Decision Memo Required**

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30 ILCS 25)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # __________ (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # __________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # __________

**Prepared By and Approval(s) (Initials Only)**

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Jan 26, 2018</th>
<th>Recommended for Approval</th>
<th>Jan 26, 2018</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
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**Reviewed By (Initials Only)**

<table>
<thead>
<tr>
<th>Reviewed By</th>
<th>Date</th>
<th>Reviewed By</th>
<th>Date</th>
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<tbody>
<tr>
<td>BV</td>
<td>2/18/18</td>
<td>SM</td>
<td>2-8-18</td>
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<tr>
<td></td>
<td></td>
<td>Chief Financial Officer</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2-13-18</td>
<td>Chairman's Office</td>
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</tr>
</tbody>
</table>

**Packet Pg. 875**
Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Requesting Department: Community Services
Contact Email: gina.strafford@dupageco.org
Vendor Name: Outreach Community Services

Department Contact: Gina Strafford-Ahmed
Contact Phone: 6444
Vendor #: 11944

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Approval for sub-grant via the Community Services Block Grant (CSBG) Program for job skills development with Outreach Community Services. Total amount of 12 month grant is $70,000. Increase of $25,000.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

CSBG grant funds are needed to support youth programs and job skill training for youth as our Community Needs Assessment points out as a need in our community. Youth will obtain job skills and experience as well as receive wrap around services to ensure they are meeting goals set by the program. Youth will receive counseling and GED assistance, as well, if needed. Youth will be able to attain skills to become self-sufficient.

Strategic Impact - Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

1.2 Maintain the county wide safety net to help people escape poverty, maximize independence, and achieve economic self-sufficiency. Program will address each of these areas with a focus on economic self-sufficiency.

Source Selection/Vetting Information - Describe method used to select source.

This is a sub-grant exempt from bidding. They will provide direct services for the County's CSBG program and will maintain all records and financial documents. Outreach Community Services is an established not for profit in DuPage County and has received Human Services Grant Funds and CDBG funding as well. See attached request for funding.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1. Issue a sub-grantee agreement with Outreach Community Services so they can expand their services to youth who need job skills and experience and help the youth become economically self-sufficient.
2. Do not fund the program and risk that 7-11 youth not obtain job skills and become homeless and need public assistance.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

CSBG 5000-1650 FY 2018 $70,000
CSBG 5000-1650 FY 2017 Partial Grant Year $22,500 7/1/17-12/31/17
CSBG 5000-1650 FY 2016 $45,000 7/1/16-6/30/17

Projected to fund this program for the next 5 years
Program Summary

Outreach Community Services (OCS) operates a year-round Employment Opportunity Program for local economically disadvantaged young adults who are not attending school. Eligible participants will include out of school young adults, ages 18-35, who lack necessary job skills to successfully enter the job market and those looking to develop their skill level to advance in the workforce. The overall objective of this program is to increase life options through the provision of life skills training, academic support (for GED completion), work readiness, and work experience.

Services for participants include Job Skills development, Academic Assistance for GED completion, Case Management and group meetings for life skill development, and direct work experience and coaching at our Job Training Center. The second stage of the program will include employment "apprenticeships" at community job sites through our corporate partners, and the final stage includes follow up services for up to 32 additional weeks.

CSBG Funding Utilization in PY2017

In PY17, CSBG funds were used to enhance our current Employment Opportunity Program by meeting these goals:
1. Increase the probability that more eligible participants who have more significant barriers to employment will stay with the program longer through the CSBG funding and secure more work experience.
2. Increase the time needed by participants to complete their GED and to obtain permanent employment through support services offered.
3. Increase opportunities for eligibility by utilizing the income limits offered through CSBG to participants whose household income is between 100% - 125% of the poverty line.

Client Needs

In PY17, which ran from July 1-December 31, 2017, OCS utilized over $53,000 to accomplish the goals stated above. The program applicants range from young adults with very low academic achievement and no job skills or experience, to moderately skilled young adults with basic job skills but no significant work experience or certification to secure sufficient work opportunities that will allow them to live independently or support their family. Program applicants face a number of barriers to workforce success, such as homelessness (59%) and mental health diagnoses and addiction (27%) in addition to low academic achievement and the need for greater life skills development.

Need for Funds

Through PY2017, OCS now has three significant referral sources (DuPage County Probation, Naomi's House, and the Illinois Department of Human Services DuPage Office) who are utilizing the comprehensive services we provide. The comprehensive services of OCS' Employment Opportunity Center are unique to DuPage County. Therefore, OCS is requesting $70,000 in PY2018 to continue serving CSBG eligible participants with multiple barriers to employment. Whether they are homeless, lacking transportation, need assistance securing child care, or have mental health issues,
the Employment Opportunity Center, with CSBG funds can provide the support services along with the work experience needed for our participants.

**PY2018 Goals**

**Goal 1:**
Add 3-5 additional participants for the year with income between 100% - 125% of the federal poverty line.

**Goal 2:**
Continue offering counseling services for up to 10 participants per year @ 1 hour per week at $60 per hour (requesting reimbursement below the rate for crisis youth work at the state level) for up to 18 weeks each.

**Goal 3:**
Support participants by providing transportation and assistance securing child care.
### CSBG Proposed Budget January 2018 – December 2018

<table>
<thead>
<tr>
<th>Expense</th>
<th>Grant Request</th>
<th>OCS Covers</th>
<th>CSBG Program Total</th>
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</thead>
<tbody>
<tr>
<td><strong>Salaries</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff Salaries @ percent work with CSBG clients</td>
<td>20,000</td>
<td>6,000</td>
<td>26,000</td>
</tr>
<tr>
<td>Participants*</td>
<td>40,000</td>
<td>9,500</td>
<td>49,500</td>
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<tr>
<td><em>15@20hrs/wk, $8.25/hr for 20 wks</em></td>
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<td><strong>Salaries Total</strong></td>
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<td><strong>Benefits</strong></td>
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<tr>
<td>- Health</td>
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<td>2,600</td>
<td>2,600</td>
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<tr>
<td>- FICA</td>
<td>4,590</td>
<td>1,186</td>
<td>5,776</td>
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<td>- WC</td>
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<td>- Disability</td>
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<td><strong>Benefits Total</strong></td>
<td>5,770</td>
<td>1,514</td>
<td>7,284</td>
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<td><strong>Total Salary/Benefits</strong></td>
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<td>82,784</td>
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<td><strong>Occupancy</strong></td>
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<tr>
<td>- Rent</td>
<td>2,950</td>
<td>250</td>
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<tr>
<td>Participant transportation</td>
<td></td>
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<tr>
<td>Client Care: uniforms, registration fees, child care, school supplies, car repair, etc.</td>
<td>1,280</td>
<td>1,000</td>
<td>2,280</td>
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<td><strong>TOTAL</strong></td>
<td>70,000</td>
<td>20,424</td>
<td>90,424</td>
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</table>

*We served 10 clients between July 1, 2017 and December 31, 2017. We propose to serve 15 clients between January 1, 2018 and December 31, 2018.*
AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND OUTREACH COMMUNITY SERVICES FOR COMMUNITY SERVICE BLOCK GRANT FUNDS

This AGREEMENT is entered into as of this 1st day of January 2018, by and between the COUNTY OF DUPAGE, ILLINOIS ("COUNTY"), a body politic and corporate, with offices located at 421 N. County Farm Road, Wheaton, Illinois, 60187, and OUTREACH COMMUNITY SERVICES ("SUBGRANTEE"), a not-for-profit corporation, with offices at 373 S. Schmale Road, Carol Stream, IL 60188.

SECTION I

STATEMENT OF PURPOSE

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

SECTION II

REQUIREMENTS OF SUBGRANTEE

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

1. Screen, assess, refer and or enroll youth in need of services in the Employment Opportunity Program;
2. Provide case management, counseling, job skill training, work readiness training, work experience, uniforms, fees, child care, school supplies, car repair and GED assistance to 15 CSBG eligible youth (125% of the Federal Poverty Guidelines) for up to two years;
3. Obtain 90-day income, develop a case plan and goals, maintain client file and meet with youth regularly to work on their plan;
4. Provide COUNTY with client intakes within 30 days of assessment;
5. Provide COUNTY with quarterly client outcome reports on the outcome status of achieved, in progress, dropped out or failed;
6. Bill the COUNTY quarterly for services, billing must be detailed on how funds were used;
7. Comply with all assurances as further detailed in Exhibit "A," attached hereto and incorporated herein as part of this Agreement.

SECTION III

AMOUNT OF THE GRANT

The COUNTY shall grant to SUBGRANTEE, as full payment for all activities to be performed by SUBGRANTEE pursuant to this AGREEMENT, a maximum compensation of
$70,000.00. Invoices will be made quarterly and must include supporting documentation for
expenses billed. All 15 clients must be documented to be paid in full. The final invoice must be

SECTION IV

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

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

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

C. Reduced Funding Sources/Revenues: DCEO reserves the right to reduce the amount to be
paid to the COUNTY if DCEO determines that it is in the best interest of the State of Illinois to
reduce its obligation as a result of the occurrence of any of the following events during the term
of the 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, DCEO will notify
the COUNTY as soon as possible and the COUNTY will notify the SUBGRANTEE. If
DCEO and COUNTY are able to agree on a reduced compensation amount and a
 corresponding reduced scope of services, the parties shall execute a grant
 modification so stating.

SECTION V

TIMELY COMPLETION OF PROJECT

Time is of the essence in this AGREEMENT; SUBGRANTEE shall complete all activities
described herein by December 31, 2018.

SECTION VI

CONDITIONS OF GRANT
A. **Assurances:** The SUBGRANTEE assures the COUNTY that it will comply with the laws, regulations and orders identified in Exhibit "B," attached hereto and made a part of this AGREEMENT. (January 1, 2018- December 31, 2018.)

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

C. **Non-Discrimination:** The SUBGRANTEE in performing under this agreement, shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice. The SUBGRANTEE will take affirmative action to ensure that applicants are employed without regard to race, creed, color, sex, age or national origin.

Such affirmative action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. The SUBGRANTEE agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discriminatory clause.

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

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

F. **Retention of Records:** The SUBGRANTEE shall maintain records to show actual time devoted and costs incurred that describe the work already performed and anticipated during the coming time period. Upon fifteen (15) day notice from the COUNTY, all time sheets, billings, and other documentation, shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North County Farm Road, Wheaton, Illinois. The SUBGRANTEE shall maintain client files and supporting documentation for five (5) years after the final audit of the grant is completed.

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

Subgrantees whose agreements amount equals or exceeds $25,000.00 annually and who are subject to the provisions of Whitehouse Office of Management and Budget Circular A-133 ("OMB Circular A-133") shall provide a copy of their most recent audit report or financial statements to the DuPage County Department of Community Services.

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

I. Federal award identifying information:
   CFDA # 93.569
   CFDA Title Community Services Block Grant
   Award # G-13B11LCOSR
   Federal Awarding Agency Department of Health and Human Services

SECTION VII

SUBGRANTEE shall at all times observe and comply with Title 21 CIR Part 570 and all applicable laws, ordinances or regulations of the Federal, State, COUNTY and local government which may in any manner affect the performance of this AGREEMENT, including Community Services Block Grant CSBG Grant No. 18-231028 which is incorporated into and made a part of this AGREEMENT and is attached hereto as Exhibit C, and the SUBGRANTEE shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the Federal Government.

SECTION VIII

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

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

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

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

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

SECTION IX
REPORTING REQUIREMENTS

SUBGRANTEE shall submit to COUNTY a quarterly progress report and or billing with client demographics no later than the fifth (5th) day of the following month. In addition, SUBGRANTEE shall submit to the COUNTY an annual report, if one is available, within ninety (90) days of the end of the SUBGRANTEE's fiscal year.

SECTION X
AMENDMENTS

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

SECTION XI
FINANCIAL ASSISTANCE AGREEMENT

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

SECTION XII
INDEMNIFICATION

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

SECTION XIII
TERMINATION

The COUNTY may terminate this AGREEMENT at anytime hereafter, with or without cause, by giving written notice to SUBGRANTEE at the address specified above. Termination shall be effective upon receipt of such notice by SUBGRANTEE, see addition.
A. In the event the COUNTY terminates this AGREEMENT other than for breach thereof by SUBGRANTEE, the COUNTY agrees to pay SUBGRANTEE, and SUBGRANTEE agrees to accept as its sole remedy, cancellation charges equal to the remaining unpaid costs accrued and obligated to date of cancellation.

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

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

SECTION XIV

ASSIGNMENT

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

SECTION XV

UNAVOIDABLE DELAY

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

SECTION XVI

SEVERABILITY

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

SECTION XVII
APPLICABLE LAW & VENUE

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

SECTION XVIII

RELATIONSHIP OF THE PARTIES

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

SECTION XIX

NOTICE

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

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

TO: Outreach Community Services
    373 S. Schmale Road
    Carol Stream, IL 60188
    Attention: Vanessa Roth

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

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

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

COUNTY OF DUPAGE
("COUNTY")

BY: ___________________________ DATE: __________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

ATTEST: ___________________________ DATE: __________
PAUL HINDS, COUNTY CLERK

OUTREACH COMMUNITY SERVICES
("SUBGRANTEE")

Signature on File

BY: ___________________________ DATE: 1/29/18
TITLE: CHIEF OPERATING OFFICER

ATTEST: ___________________________ DATE: __________
EXHIBIT A

ASSURANCES

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

1. It possesses legal authority to apply for the Grant and to execute the proposed program.

2. It has reviewed and accepted the Grant Agreement in its entirety, including all understandings and assurances contained therein, and directing and designating the authorized representative of the SUBGRANTEE to act in connection with the Grant Agreement and to provide such additional information as may be required.

3. It agrees that no funds granted hereunder shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office, nor shall they be used in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.

4. The grant will be conducted and administered in compliance with:

   a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1, et. seq.), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance.

   b) Section 677, (a) of the Community Services Block Grant Act, which provides that no person shall be excluded on the grounds of race, color, national origin, or sex from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under the program. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program activity.

   c) Title VII of the Civil Rights Act of 1968 (P.L. 90-824) as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the applicant's jurisdiction.

   d) Executive Order 11246 (30 F.R. 12319, September 28, 1965) and all regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training and apprenticeship.

5. The SUBGRANTEE agrees to take affirmative action to ensure that no unfair practice is committed, in accordance with the Illinois Human Rights Act. (775 ILCS 5/1-101 et. seq.).
EXHIBIT B

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

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

The SUBGRANTEE shall cause or require to be inserted in full or any contract and subcontract for work, or modification thereof, all applicable Federal Equal Employment Opportunity Provisions.
EXHIBIT C
SEE ATTACHED
INTER-GOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

AND

DuPage County

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at 500 E Monroe St, Springfield, IL 62701, and DuPage County (Grantee), with its principal office at 421 North County Farm Road 3rd Floor, Wheaton, IL 60187-3978, and payment address (if different than principal office) at N/A, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as “Parties” or individually as a “Party.”

PART ONE - THE UNIFORM TERMS

RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I

AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. **DUNS Number: SAM Registration: Nature of Entity.** Under penalties of perjury, Grantee certifies that 135836026 is Grantee’s correct DUNS number, that 366006551 is Grantee’s correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- [ ] Individual
- [ ] Sole Proprietorship
- [ ] Partnership
- [ ] Corporation (Includes Not For Profit)
- [x] Medical Corporation
- [x] Governmental Unit
- [ ] Estate or Trust
- [ ] Pharmacy-Non Corporate
- [ ] Pharmacy/Funeral Home/Cemetery Corp.
- [ ] Tax Exempt
- [ ] Limited Liability Company (select applicable tax classification)
- [ ] P = partnership
- [ ] C = corporation

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

1.2. **Amount of Agreement.** Grant Funds shall not exceed $1,039,715.00 of which $1,039,715.00 are federal funds. Grantee agrees to accept Grantor’s payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.
1.3. **Identification Numbers.** If applicable, the Federal Award Identification Number (FAIN) is G-18B11LCOSR, the Federal awarding agency is Department Of Health And Human Services, and the Federal Award date is 10/01/2017. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Community Services Block Grant and Number is 93.569. The Catalog of State Financial Assistance (CSFA) Number is 420-75-0091.

1.4. **Term.** This Agreement shall be effective on 01/01/2018 and shall expire on 12/31/2018, unless terminated pursuant to this Agreement.

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

1.6. **Signatures.** In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**ILINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY**

By: __________________________
Signature of Sean McCarthy, Director

By: __________________________
Signature of Designee

Date: __________________________

Printed Name: __________________________

Printed Title: __________________________

**DUPAGE COUNTY**

By: __________________________
Signature of Authorized Representative

Date: __________________________

Printed Name: __________________________

Printed Title: __________________________

Email: Mary.Keating@dupageco.org

By: __________________________
Signature of Designee

**INTER-GOVERNMENTAL GRANT AGREEMENT**

**FISCAL YEAR 2018**

**State of Illinois**

**INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017**

State of Illinois

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ARTICLE II
REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is validly existing and in good standing, if applicable, under the laws of the State in which it was incorporated, organized or created.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to $25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.


2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.
ARTICLE III
DEFINITIONS

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:


"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Consolidated Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

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INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017
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Attachment: Outreach Community Services - Agreement (HHS-P-0061-18 : Outreach Community Services)
"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Program" means the services to be provided pursuant to this Agreement.

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

"Program Income" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"SAM" means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph Error! Reference source not found.. Reference source not found.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.
ARTICLE IV
PAYMENT

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

4.2. Illinois Grant Funds Recovery Act. Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital Improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 et seq.). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable Federal laws or regulations.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

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

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in PART TWO or PART THREE. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017

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Illinois State Collection Act of 1986, 30 ILCS 210; See also 30 ILCS 705/10.

4.7. **Timely Billing Required.** Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** or **PART THREE**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor’s approval of Grantee’s request for an extension shall not be unreasonably withheld.

4.8. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

**ARTICLE V**

**SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

5.1. **Scope of Grant Activities/Purpose of Grant.** Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including Exhibit A (Project Description) and Exhibit B (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State’s Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. **Scope Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment will be included in Exhibit G. Grantee shall adhere to the specific conditions listed therein.

**ARTICLE VI**

**BUDGET**

6.1. **Budget.** The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

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6.2. **Budget Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. **Discretionary Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. **Non-discretionary Line Item Transfers.** Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. **Notification.** Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII**

**ALLOWABLE COSTS**

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

7.2. **Indirect Cost Rate Submission.**

(a) This Paragraph 7.2 applies only to:

(i) A Grantee who charges, or expects to charge, any Indirect Costs; and

(ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments.

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for institutions of higher education.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(b)).

7.3. **Transfer of Costs.** Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.
7.4. **Higher Education Cost Principles.** The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. **Government Cost Principles.** The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

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

   (a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

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

     (i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

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

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

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

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

   (d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.
(e) **Cash Management.** Requests for advance payment shall be limited to Grantee’s immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

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

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

**ARTICLE VIII**

**REQUIRED CERTIFICATIONS**

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 et seq. or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 et seq.).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

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

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

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 705/25(6)(G)).

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

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the Program, 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 Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

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

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

**ARTICLE IX**

**CRIMINAL DISCLOSURE**

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

**ARTICLE X**

**UNLAWFUL DISCRIMINATION**

10.1. **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), Including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);


(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (42 USC 12101 et seq.); and

(f) The Age Discrimination Act (42 USC 6101 et seq.).
ARTICLE XI
LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

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

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

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

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

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

ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

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the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Annual Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.
(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

ARTICLE XV
AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor’s Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. Audit Requirements.
   (a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of the audit period.
   (b) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in Federal Awards, Grantee is subject to the following audit requirements:
      (i) If, during its fiscal year, Grantee expends more than $300,000 in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).
      (ii) If, during its fiscal year, Grantee expends less than $300,000 in Federal and State Awards, but the total revenue it receives is in excess of $300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).
      (iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) 180 days after the end of the audit period.

15.3. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor’s most recent peer review report and acceptance letter.

15.4. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.
   (a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days’ prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a...
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partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

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

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

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

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

16.3. Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341.

16.5. Effects of Suspension and Termination.

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

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or termination shall not be considered a cost.
after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

15.6. **Close-out of Terminated Agreements.** If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

**ARTICLE XVII**

**SUBCONTRACTS/SUB-GRANTS**

17.1. **Sub-recipients/Delegation.** Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. **Application of Terms.** Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

**ARTICLE XVIII**

**NOTICE OF CHANGE**

18.1. **Notice of Change.** Grantee shall notify the Grantor if there is a change in Grantee’s legal status, Federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days’ prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. **Failure to Provide Notification.** Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee’s failure to notify Grantor of these changes.

18.3. **Notice of Impact.** Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee’s ability to perform this Agreement.

18.4. **Circumstances Affecting Performance: Notice.** In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee’s ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee’s ability to perform under this Agreement.

18.5. **Effect of Failure to Provide Notice.** Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.
ARTICLE XIX
STRUCTURAL REORGANIZATION

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, PART TWO or PART THREE may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI
CONFLICT OF INTEREST


21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an Instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor’s annual salary, or $106,447.20 (30 ILCS 500/50-13). An Instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII
EQUIPMENT OR PROPERTY

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the
transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by
Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of
sale therefor.

22.2. **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, material, or real
property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds
must comply with the requirements of 2 CFR 200.311.

22.3. **Equipment and Procurement.** Grantee must comply with the uniform standards set forth in 2 CFR
200.310–200.316 governing the management and disposition of property which cost was supported by Grant
Funds. Any waiver from such compliance must be granted by either the President's Office of Management and
Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds
used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in
establishing procedures for the procurement of supplies and other expendable property, equipment, real property
and other services with Grant Funds. These standards are furnished to ensure that such materials and services are
obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and
executive orders.

**ARTICLE XXIII**

**PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. **Publications, Announcements, etc.** Use of Grant Funds for promotions is subject to the
prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used
in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written
materials, Grantee agrees to include in these publications, announcements, reports, flyers, brochures and all other
such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement
must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to
Grantee.

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

**ARTICLE XXIV**

**INSURANCE**

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

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

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ARTICLE XXV
LAWSUITS

25.1. **Independent Contractor.** Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee’s use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. **Liability.** Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party’s agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI
MISCELLANEOUS

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

26.2. **Access to Internet.** Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. **Exhibits and Attachments.** Exhibits A through S, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. **Assignment Prohibited.** Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee’s rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

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

26.6. **Severability.** If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. **No Waiver.** No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party’s right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. **Applicable Law; Claims.** This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 22 of 46
not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee’s obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

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

26.12. Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

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

26.14. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Grant Activities described on this Exhibit A, the Deliverables and Milestones listed on Exhibit B and the Performance Measures listed on Exhibit E within the term of this Agreement, as provided in paragraph 1.4, herein.

AUTHORITY: The Department is authorized to make this Grant pursuant to 42 U.S.C.A. 9901 et seq. and 20 ILCS 625.

The purpose of this authority is as follows:

Provide grants to Community Action Agencies for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient.

PROJECT DESCRIPTION:

Program Objective

Grantee must use Grant Funds provided under this Agreement for the Community Services Block Grant ("CSBG") program to develop and implement programs to assist low-income Illinois residents in working towards family stabilization and self-sufficiency pursuant to Exhibit B and the Grant-specific terms/conditions in Article XII. For carrying out such program objectives, the total compensation and reimbursement payable by the Department to the Grantee shall be in compliance with and not exceed the amount specified in the Budget (Attachment B). The Department shall distribute/pay the total amount of the Grant Funds to the Grantee in accordance with this Grant Agreement, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75 et. seq.), Subpart I of the Department of Health and Human Services Block Grant Regulations (45 CFR Part 96 et. seq.), the Community Opportunities, Accountability, and Training and Educational Services Act of 1998 (42 U.S.C.A. §9901 et seq), the Uniform Administrative Requirement for Grants and Cooperative Agreements to State, Local and Tribal Governments (45 CFR Part 92 et. seq.) (the "CSBG Act"), the Illinois Economic Opportunity Act (20 ILCS 625), the Illinois Administrative Rules for the State Administration of the Federal Community Services Block Grant Program (47 Ill. Adm. Code 120), the Department's Annual Consolidated Plan, and any other regulations and policies promulgated 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 modifications to this Agreement shall be incorporated in accordance with the applicable provisions herein, including but not limited to Sections 5.2 and 6.2.
EXHIBIT B

DELIVERABLES OR MILESTONES

See Attachment A. CSBG Work Program Summary
EXHIBIT C

PAYMENT

Grantee shall receive $1,039,715.00 under this Agreement.

Enter specific terms of payment here:

The Award amount listed above is not a guarantee of payment, and Grantee’s receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement
Payments to the Grantee are subject to the Grantee’s submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor’s approval of eligible costs and cash amount requested for reimbursement of those costs.

Pre-Award Costs
Reimbursement of costs incurred prior to the start of the Grant Term provided in paragraph 1.4, herein may be allowed only if specifically provided for in the Project Description (Exhibit A), as approved by the Grantor in its sole discretion. If not clearly identified in the Project Description (Exhibit A), any costs incurred prior to the Grant Term will be disallowed. Pre-award costs will only be allowed if the costs are directly pursuant to the negotiation and in anticipation of the Award, where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Award. 2 CFR 200.458.

See Attachment B. Uniform Grant Budget
CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

The Grantee acknowledges and agrees that its address set forth below 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 Grantor 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 Grantor of its current/last known address. In the event that the Grantee changes its current address, it shall contact its Grant Manager and notify him or her of said change of address and a formal modification will be executed.

GRANTOR CONTACT

Name: Jennifer Barnes
Title: Grant Manager
Address: 500 E Monroe St
Springfield, IL 62701
Phone: 217-558-0480
TTY#: (800) 785-6055
Fax#: N/A
Email Address: Jennifer.Barnes@il.gov

GRANTEE CONTACT

Name: Mary Keating
Title: Director
Address: 421 North County Farm Road
3rd Floor
Wheaton, IL 60187-3978
Phone: 630-407-6420
TTY#: N/A
Fax#: 630-407-6501
Email Address: Mary.Keating@dupageco.org

The following are designated as Authorized Designee(s) for the Grantee (See Part Two, Article XXVII):

Authorized Designee: [Signature]
Authorized Designee Title: [Title]
Authorized Designee Phone: [Phone]
Authorized Designee Email: [Email]

Authorized Designee Signature: [Signature]
Authorized Signatory Approval: [Approval]

Authorized Designee: [Signature]
Authorized Designee Title: [Title]
Authorized Designee Phone: [Phone]
Authorized Designee Email: [Email]

Authorized Designee Signature: [Signature]
Authorized Signatory Approval: [Approval]
Illinois Department of Commerce and Economic Opportunity

Notification of Additional Authorized Designee

Grantee Name: DuPage County Department of Community Services

DCEO Grant Number(s): 18-231028

Authorized Signatory: Mary A. Keating, Director
(Printed Name and Title)

Date: 9/25/17

Pursuant to the above referenced grant agreement(s), the Authorized Signatory may assign Authorized Designees to submit materials to the Department by submitting written notice. In processing the above referenced grant(s) and related documentation, the Department will only accept materials signed by the Authorized Signatory or Designee(s). By submitting this form, the Authorized Signatory of the above referenced grant(s) is providing notice that the following person(s) be named an Authorized Designee for the above referenced grant(s). The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below.

Authorized Designee: Gina Strafford-Ahmed
Authorized Designee Title: Administrator Intake & Referral, CSBG Coordinator
Authorized Designee Phone: (630) 407-6444

Authorized Designee Signature: Signature on File
Authorized Signatory Approval: Signature on File

Authorized Designee: Lisa Hamilton
Authorized Designee Title: I&R Coordinator
Authorized Designee Phone: (630) 407-6456

Authorized Designee Signature: Signature on File
Authorized Signatory Approval: Signature on File

Authorized Designee: Michelle Tunk & Kim Mehring
Authorized Designee Title: Assistant Financial Services Administrator
Authorized Designee Phone: (630) 407-6145 or (630) 407-6165

Authorized Designee Signature:
Authorized Designee Signature:
Authorized Signatory Approval: Signature on File
Authorized Designee: Jennifer Pitsenbarger
Authorized Designee Title: Division I Assistant
Authorized Designee Phone: (630) 407-6421

Authorized Designee Signature: __
Authorized Signatory Approval: __

Signature on File
Signature on File

Note that the Department will continue to accept documentation submitted from all Authorized Designee(s) until notified to the contrary in writing signed by the Authorized Signatory.
GRANTOR CONTACT FOR AUDIT QUESTIONS—AUDIT UNIT

Name: James Misch
Email: externalauditunit@illinois.gov
Phone: (312) 814-4057
Fax: (312) 793-0338
Address: 100 West Randolph
         Suite 3-400
         Chicago, IL  60601

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Lisa Hodson
Email: Lisa.Hodson@illinois.gov
Phone: 217-785-6417
Fax#: N/A
Address: 500 E Monroe St
         Springfield, IL  62701
See Exhibit B.
EXHIBIT F

PERFORMANCE STANDARDS

In accordance with the performance measures set forth in Exhibit B, reimbursement will only be provided for those allowable expenditures that can be sufficiently documented.
EXHIBIT G

SPECIFIC CONDITIONS

See Attachment C. Exhibit G Continued Special Conditions.
PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

ARTICLE XXVII
AUTHORIZED SIGNATORY

27.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein in paragraph 1.6 or Exhibit D. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in Exhibit D. Without such notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on Exhibit D. If an Authorized Designee(s) appears on Exhibit D, 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 Agreement.

ARTICLE XXVIII
ADDITIONAL AUDIT PROVISIONS

28.1. Discretionary Audit. The Department may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor’s Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor’s Communication With Those Charged With Governance).

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

  externalauditunit@illinois.gov

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

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

ARTICLE XXIX
ADDITIONAL MONITORING PROVISIONS

29.1. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.
ARTICLE XXX
ADDITIONAL INTEREST PROVISIONS

30.1. Penalty for Non-Interest Bearing Account. If Grantee is required to keep Grant Funds paid in advance of the actual expenditure of funds in an interest-bearing account pursuant to paragraph 4.6(b) of this Agreement, Grantee will be responsible for the payment of interest to Granter at a rate equal to twelve percent (12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written approval from Granter. Grant funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee’s discretion. Exceptions to this paragraph are not permissible without prior written approval by Granter.

30.2. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to $500 per year may be retained by the Grantee for administrative expenses. Any additional interest earned on Grant Funds above $500 per year must be returned to the Granter pursuant to paragraphs 4.2 and 33.2 herein, or as otherwise instructed by the Grant Manager or as set forth in PART THREE. All interest earned must be expended prior to Grant Funds. All reporting documents should reflect the full expenditure of any interest earned. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Department as described in paragraphs 4.2 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Granter as provided in Article XIII herein. If applicable, the Granter will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this paragraph 30.2 are inapplicable to the extent any statute or rule provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in PART THREE.

ARTICLE XXXI
ADDITIONAL BUDGET PROVISIONS

31.1. Restrictions on Discretionary Line Item Transfers. Unless set forth otherwise in PART THREE herein, Budget line item transfers within the guidelines set forth in paragraph 6.3 herein, which would not ordinarily require approval from Granter, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Granter pursuant to 2 CFR 200.308.

ARTICLE XXXII
ADDITIONAL REPRESENTATIONS AND WARRANTIES

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

(a) 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;

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

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee’s knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;

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

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

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of Federal or State antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (Federal, State or local) with commission of any of the offenses enumerated in sub-paragraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any Federal or State agency or a local government.

Any request for an exception to the provisions of this paragraph 32.1(d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to Article XVI herein and any applicable rules.

ARTICLE XXXII
ADDITIONAL TERMINATION, SUSPENSION AND NON-COMPLIANCE PROVISIONS

33.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to Article XVI herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement;

(b) Direct the Grantee to remit an amount equivalent to the “Net Salvage Value” of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, “Net Salvage Value” is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses; and
33.2. **Grant Refunds.** In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq., the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of said date.

33.3. **Grant Funds Recovery Procedures.** In the event that Grantor seeks to recover from Grantee funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq. (GFRA), for the recovery of grant funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA shall apply to these proceedings. The Parties agree that Grantor’s Administrative Hearing Rules (56 Ill. Admin. Code Part 260S) shall govern these proceedings.

33.4. **Grantee Responsibility.** Grantee shall be held responsible for the expenditure of all funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.338 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

**ARTICLE XXXIV**

**ADDITIONAL MODIFICATION PROVISIONS**

34.1. **Modifications by Operation of Law.** This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in Federal or State law or regulations applicable to this Agreement. Grantor shall initiate such modifications, and Grantee shall be required to agree to the modification in writing as a condition of continuing the Grant. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.

34.2. **Discretionary Modifications.** If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in Articles V and VI and paragraphs 34.1 and 34.3, written notice of the proposed modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the 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 Grantor shall consider those objections when evaluating whether to follow through with the proposed modification. The Grantor’s notice to the Grantee shall contain the Grantee name, Grant number, modification number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee shall submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (Exhibits A, B and E).

34.3. **Unilateral Modifications.** The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee’s funding allocation as additional funds become available for the Award during the program year covered by the term of this Agreement.

34.4. **Management Waiver.** The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific grant terms that the Grantor determines are necessary to place the Grantee in State of Illinois.
agreement 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 Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.

34.5. **Term Extensions.** The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and C) must be completed during the Grant Term set forth in paragraph 1.4 herein. Extensions of the Grant Term will be granted only for good cause, and only in increments of six (6) months, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 et seq.), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Grant Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Grant Term or extended Grant Term, as applicable, stating the reason for the extension.

**ARTICLE XXXV**
**ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

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

35.2. **Hiring State Employees Prohibited.** No State officer or employee may be hired to perform services under this Agreement on behalf of Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor.

**ARTICLE XXXVI**
**ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

36.1. **Equipment Management.** The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials shall be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate authorities.

**ARTICLE XXXVII**
**APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

37.1. **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 Grantor shall not be responsible for monitoring Grantee's compliance.

37.2. **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 Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein.
37.3. **Historic Preservation Act (20 ILCS 3420/1 et seq.)**. The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois 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).

37.4. **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 (12) 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.

37.5. **Equal Pay Act of 2003 (820 ILCS 112 et seq.)**. If the Grantee has four (4) 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.

37.6. **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 Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).

37.7. **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 Grant Activities to be performed under this Agreement.

37.8. **Identity Protection Act (5 ILCS/179 et seq.) and Personal Information Protection Act (815 ILCS 530 et seq.)**. The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.
ARTICLE XXXVIII
ADDITIONAL MISCELLANEOUS PROVISIONS

38.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Workers' 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.

38.2. Required Notice. Grantee agrees to give prompt notice to the Granter of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Granter relating to (i) a Termination or Suspension (Article XVI), (b) Modifications, Management Waivers or Term Extensions (Article XXXIV) or (c) Assignments (paragraph 26.4) must be executed by the Director of the Granter or her or his authorized designee.

38.3 Completion of Specific Conditions. If there are specific conditions required by this Award pursuant to 2 CFR 200.207 and paragraph S.3 herein, once Grantee completes a specific condition, Granter shall document the completion and notify the Grantee in writing. A formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV is not required.

ARTICLE XXXIX
ADDITIONAL REQUIRED CERTIFICATIONS

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

39.1. 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.

39.2. 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 of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS S/2-105(A)(4)). A copy of the policies shall be provided to the Granter upon request.

39.3. 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 Granter 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 Granter. 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.

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Packet Pg. 930
39.4. **Lien Waivers.** If applicable, 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.
PART THREE – THE PROJECT-SPECIFIC TERMS

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

ARTICLE XL
REPORT DELIVERABLE SCHEDULE

40.1. External Audit Reports. External Audit Reports may be required. Refer to Article XV of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

40.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to paragraph 13.3(a) of this Agreement to determine whether you are required to submit Annual Financial Reports.

40.3. Required Periodic Reports. Below is the required periodic reporting schedule for this grant.

April 2018
- Quarterly Periodic Financial Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager

July 2018
- Quarterly Periodic Financial Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager

October 2018
- Quarterly Periodic Financial Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager

January 2019
- Quarterly Periodic Financial Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager

March 2019
- End of grant Closeout Financial Report (03/01/2019) - Covering Period of 01/01/2018 - 12/31/2018; Send To: Grant Manager
• End of grant Closeout Performance Report (03/01/2019) - Covering Period of 01/01/2018 - 12/31/2018; Send To: Grant Manager

May 2019

• Annual FY Financial Report (05/29/2019) - Covering Period of 12/01/2017 - 11/30/2018; Send To: Grant Manager

May 2020

• Annual FY Financial Report (05/28/2020) - Covering Period of 12/01/2018 - 11/30/2019; Send To: Grant Manager

40.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in Articles XIII, XIV, XV and XL unilaterally, and must obtain prior written approval from Grantor to change any reporting deadlines.

ARTICLE XLI
GRANT-SPECIFIC TERMS/CONDITIONS

41.1.

Sub-recipient(s)
The Department acknowledges and recognizes that any sub-recipient(s) named in Exhibit B will be receiving a sub-grant under this Agreement and will be performing services to further and fulfill the Scope of Work as directed by the Grantee. The Grantee acknowledges and agrees that the Grantee remains responsible for administering and fulfilling all of the terms and conditions of this Agreement. The Grantee is responsible for incorporating a copy of this Agreement into any sub-grant or contract or agreement between itself and the sub-recipient(s) and is responsible for ensuring that it and its sub-recipient(s) are in compliance of the same.

Method of Compensation
In addition to the payment methods described in Article IV, the Grant Funds will be distributed in accordance with the invoice-voucher procedures of the Office of the State Comptroller. The first payment of Grant Funds will be for program initiation and will be based on the Grantee’s reported obligation for the program’s immediate cash needs. Thereafter, the Grant Funds will be distributed for the dual purpose of covering the allowable expenditures to date, as well as, the immediate cash needs of the Grantee to operate the program. Further, costs charged under this Agreement cannot exceed the total award of this grant.

Administrative Costs
Grantee shall receive reimbursement for allowable costs under the Administration category not to exceed a total of 16% of allowable expenditures. As an example, an agency which expends 75% of the total allocation will only be allowed to spend a total of 16% of the amount of actual expenditures for administrative purposes.

Additional Budget Modifications
Grantee expressly understands and agrees that the total available amount of this Agreement is contingent upon the Grantee's ability to spend the Grant Funds in accordance with Exhibit B contained in this Agreement. The Department reserves the right to establish an initial available funding amount based on programmatic performance in previous years.

If the Grantee has reason to believe that its costs for the grant period will exceed a budgeted line item or cost category, it must request approval from the Department in writing prior to exceeding any approved budget line item or cost category, except that the Grantee may vary budgeted line items or cost categories in accordance with the following limitations:

1. Program Support and Direct Client Assistance cost categories may vary up to 10% plus or minus the approved budget amount or $1,000, whichever is greater.
2. Administration cost category may NOT be increased.
3. Special cost categories may NOT be increased or decreased without prior written approval from the Department.

Any variance in cost categories or line items within the terms listed above shall not alter the requirement for formal modification of this Agreement when the goals, objectives and activities listed in this part are measurably changed.

Unilateral Modifications
The parties agree that Grantor may unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the grant during the program year covered by the term of this Agreement.

Travel Costs
Costs in accordance with the latest Federal domestic lodging, travel, meals and incidental rates are allowable for expenses incurred by employees who are in travel status on official business performing duties/services related to this Agreement. Grantee must retain receipts on file as source documentation for travel expenses of its employees. Information on the Federal domestic travel and per diem rates can be found at www.gsa.gov and 41 CFR Subtitle F Chapter 300-304. If the Grantee has a travel policy with a rate or rates that exceed the Federal domestic travel and per diem rates, the Grantee must submit its policy to the Department for review and approval prior to incurring any travel costs.

Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the non-Federal entity. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the non-Federal entity's non-federally-funded activities and in accordance with non-Federal entity's written travel reimbursement policies. Notwithstanding the provisions of 45 CFR 75.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or pass-through entity when they are specifically related to the Federal award.

Procurement
Grantee shall follow the procurement standards as established in 45 CFR §75.326 - §75.335.

Non-Expendable Personal Property
Grantee must not purchase non-expendable personal property costing $5,000 or more without the Department's prior approval. The Grantee agrees to comply with 45 C.F.R. 75.316-.323, as applicable to its organization, in the management of property. Further, real property, equipment, and supplies includes State of Illinois

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real property, equipment, and supplies acquired under this Agreement and real property, equipment, and supplies transferred to this Agreement from prior agreements. The Grantee may hold title in its name to all equipment or non-expendable tangible personal property purchased with Grant Funds for program operation subject to the following: it is understood that non-expendable personal property purchased by the Grantee with Grant Funds and non-expendable personal property received from the grantor shall not be the property of the Grantee but must be held by in trust for the benefit of the people of the State of Illinois. As such, the Grantee must not sell, abandon or otherwise dispose of such property without the prior written approval of the Department. Equipment must be used on the original project as long as needed. While being used on the original project, equipment may be made available for "shared use" with other activities, provided that use will not interfere with its use for the original project. When no longer needed for the original purpose, equipment may be used for other projects subject to the Department’s written approval. The Grantee must maintain appropriate property records and annually conduct an inventory of all equipment or nonexpendable personal property purchased with Grant Funds. Within thirty (30) days of receipt of purchased equipment, an "Equipment Acquisition Form" must be completed and sent to the Department. Upon the termination of the Agreement and upon the election of the Department, the Grantee must surrender possession of such property to the Department.

Real Estate Expenditures Prohibited
Grantee agrees not to use Grant Funds for the purchase or improvement of land or the purchase, construction, or permanent improvement (other than low cost residential weatherization or other energy-related repairs as authorized by the Department) of any building or other facility.

Audits, Inspections and Record Retention.
The Grantee will as often as deemed necessary by the Department or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives, permit the Department, or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or Comptroller General of the United States, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this Grant. The Grantee shall include in all of its contracts under this Agreement a provision that the Department or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent books, documents, papers and records of any such contractor involving transactions related to the contract. The Grantee is accountable for all Grant Funds received under this Agreement and shall maintain, for a minimum of four (4) years following written approval from the Department that all disbursements of grant funds have been reviewed, considered adequate and closed by the Department.

The Grantee is accountable for all grant funds received under this Agreement and in addition to the requirements contained in Section 12.1 herein, shall maintain, until the closeout of the grant by the U.S. Department of Health and Human Services, all records that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a description of each activity undertaken
b. Records demonstrating that each activity undertaken is in compliance with the CSBG program;
c. Records required determining the eligibility of activities;
d. Records required to document the use of Grant Funds in accordance with applicable cost principles. as further described in the federal regulations;
e. Financial records as required by the applicable federal regulations.
Additional Audit Requirements
Grantee shall be subject to any and all applicable audit requirements under Subpart F of 45 CFR Part 75. For sake of clarification, the Federal Office of Management and Budget combined and streamlined OMB circular A-133 into the Uniform Requirements.

Further, the Department reserves the right to conduct limited scope audits, at any time, of any Grant Funds expended under this Agreement or of the Grantee's agency-wide financial statements. The Department must have the right to examine corporate books and records which may be necessary to test the allocation equity of Grant Funds and to determine the ability of the Grantee to safeguard the Grant Funds. The Grantee must fully cooperate, in a timely manner, in preparing for and conducting the audit and in the resolution of audit findings.

Additional Reporting Requirements
In addition to the reporting requirements set forth in Article 40.3, the Grantee must provide the following reports to the Department:

1. For each grant, a certified cost report must be submitted via the GRS Fiscal electronic reporting system prior to submitting a request for Grant Funds.
2. Quarterly programmatic reports which include board membership reports, board minutes, services report, demographics report, revolving loan fund reconciliation and any other report as required by the Department.
3. Annual scholarship report
4. An Annual Report which contains information based on agency wide activities in a format prescribed by the Department.
5. Any additional reports required by the Department as a result of a corrective action or quality improvement plan

Monitoring and Evaluation Requirements
The Department will periodically monitor and evaluate the Grantee's performance under this Agreement for compliance with federal regulations, state administrative rules, statutes, and programmatic guidelines and all covenants under this Agreement. The grant will be evaluated to gauge its impact upon the low-income community and to determine the effective and efficient utilization of Grant Funds. Evaluations will occur both during the performance of the scope of work and after completion.

Grantee performance will be measured in part on the effective use of a Result Oriented Management and Accountability ("ROMA") system pursuant to the CSBG Act, specifically 42 U.S.C.A. §9908 and §9917(b). In addition, Grantee will be evaluated based on compliance with "Organizational Standards for CSBG Eligible Entities" established under 678B of the CSBG Act (42 U.S.C. §9914) and the Community Services Block Grant Information Memorandum Transmittal No. 138.

Board Requirements
This Agreement is conditionally approved pending verification that the tripartite board requirement has been met (42 U.S.C.A. §9910). In the event that the Grantee fails to fulfill the tripartite board requirement, on a calendar quarterly basis, the Department shall monitor and evaluate the Grantee's progress in becoming compliant with this requirement. The Grantee's failure to become compliant could be considered a default under this Agreement and the Grant Funds would become subject to recovery.

CSBG Revolving Loan Program
The CSBG Revolving Loan Program has been suspended. Grantee agrees that grant funds under this Agreement must not be used for any new loans

Publication, Reproduction and Use of Material
No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Department shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under the Agreement.

Any publication produced as a result of or with funding under this Grant shall contain the following language on its title page: “This project was conducted with funds provided under the Community Services Block Grant Program administered by the Illinois Department of Commerce and Economic Opportunity and it does not necessarily represent, in whole or in part, the viewpoint of the Illinois Department of Commerce and Economic Opportunity.”

**Debarment**

In addition to Article 8.1(k), Grantee must certify that all current and prospective employees, contractors and subcontractors are in “good standing” prior to engaging their services under this Agreement and must certify such “good standing” status at least annually thereafter.

**Bond and Depository Insurance Requirements**

Grantee must provide bonding for every officer, director or employee who handles Grant Funds under this Agreement. The amount of coverage must be the higher of $100,000 or the highest cash draw during the term of the Agreement.

Grantee must place Grant Funds in insured accounts whenever possible. In the event Grant deposits exceed insured limits, the Grantee must require the Depository to pledge securities sufficient to cover the uninsured exposure.

**No Discrimination in Services**

Grantee must comply with:

A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and must immediately take any measures necessary to effectuate this assurance.

B. Section 2606(a) of the Omnibus Budget Reconciliation Act of 1981 provides that:

No person shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 also shall apply to any such program or activity.

**Fraud and/or Abuse**

Grantee shall report in writing to the State's Office of Executive Inspector General (“OEIG”) any suspected fraud, abuse or misconduct associated with any service or function provided for under this contract by any parties directly or indirectly affiliated with this Agreement including but not limited to, Grantee staff, Grantee sub-contractor, Department employee or Department contractor. Grantee shall make this report within three (3) days of first suspecting fraud, abuse or misconduct. Grantee shall not conduct any investigation of the suspected fraud, abuse or misconduct without the express concurrence of the OEIG; the foregoing notwithstanding, the Grantee may conduct and continue investigations necessary to determine whether reporting is required under this paragraph. Grantee must report to OEIG as described
in the first sentence above. Grantee shall cooperate with all investigations of suspected fraud, abuse or misconduct reported pursuant to this paragraph. Grantee shall require adherence with these requirements in any contracts it enters into with sub-contractors. Nothing in this paragraph precludes the Grantee or sub-contractors from establishing measures to maintain quality of services and control costs that are consistent with their usual business practices, conducting themselves in accordance with their respective legal or contractual obligations or taking internal personnel-related actions.

**Political Activity**

Programs assisted by CSBG Grant Funds shall not be carried out in a manner involving the use of grant funds for any political activity. The provision of services, or the employment or assignment of personnel in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan political activity is considered an unallowable activity. Any political activity associated with a candidate, or contending faction or group, in an election for public or party office is also not an allowable expense. In addition, any activity to provide voters or prospective voters with transportation to the polls or similar assistance with any such election, or any voter registration activity is unallowable.
Attachment A. CSBG Work Program Summary
Outreach Community Ministries (Sub-grantee) will operate an Employment Opportunity Program for economically disadvantaged youth and young adults who are not attending school and need to develop their job skills to attain employment.

**Persons:** 11  
**Outcome Target:** 17

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**Outcome Measure(s):**  
01.01 Unemployed youth who obtained employment to gain skills or income.  
02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma  
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being  
05.04 Individuals who improved skills related to the adult role of parents/caregivers

---

DuPage County workNet/WIOA will assist CSBG eligible residents with CNC Computer training, Truck Driving Certification, Welding training, Healthcare training or other in demand employment training certification via WIOA (DuPage workNet).

**Persons:** 9  
**Outcome Target:** 15

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**Outcome Measure(s):**  
01.05 Unemployed adults who obtained employment (with a living wage or higher)  
02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills  
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

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360 Youth Services (Sub-grantee) will assist homeless youth with attaining their GED's, job skills, transportation, employment and stable housing.

**Persons:** 24  
**Outcome Target:** 38

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**Outcome Measure(s):**  
01.01 Unemployed youth who obtained employment to gain skills or income.  
02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma  
02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

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Education and Cognitive Development

02.061 Educational Financial Aid Assistance (1)

DuPage County Department of Community Services Intake and Referral unit will provide scholarships to CSBG eligible persons for post-secondary education.

Persons: 5

CSBG Goal #: 01

Outcome Measure(s):

02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills

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Income, Infrastructure, and Asset Building

03.011 Training and Counseling Services (1)

The H.O.M.E. DuPage, Inc. (Sub-grantee) will provide financial literacy workshops, budgeting seminars, financial counseling, income management skills, and credit repair to CSBG eligible clients.

Persons: 60

CSBG Goal #: 01

Outcome Measure(s):

03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days
03.03 Individuals who opened a savings account or IDA
03.04 Individuals who increased their savings
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
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Housing

04.011 Housing Payment Assistance (1)

DuPage County Department of Community Services Housing Support unit will provide CSBG eligible clients with funding to prevent homelessness via rent assistance, association fee assistance or mortgage assistance.

Persons: 15

CSBG Goal #: 01

CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.
Outcome Measure(s):
04.02.A Households who maintained safe and affordable housing for 90 days
04.05 Households who avoided eviction
04.06 Households who avoided foreclosure

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
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**04.041 Housing Placement/Rapid Re-Housing (1)**

Catholic Charities Hope House (Sub-grantee) will provide emergency shelter, counseling, job coaching and housing assistance to homeless individuals and families. Hope House will be open 24 hours, 7 days a week.

**Persons:** 80

**Outcome Target:** 80

**CSBG Goal #:** 01

**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

Outcome Measure(s):
04.01 Households experiencing homelessness who obtained safe temporary shelter

<table>
<thead>
<tr>
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**04.042 Housing Placement/Rapid Re-Housing (2)**

Midwest Shelter for Homeless Veterans (Sub-Grantee) will provide homeless veterans with post-traumatic stress disorder and/or substance abuse history temporary housing and supportive services to help obtain permanent housing and become economically secure.

**Persons:** 9

**Outcome Target:** 9

**CSBG Goal #:** 01

**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

Outcome Measure(s):
04.01 Households experiencing homelessness who obtained safe temporary shelter
05.03 Individuals who demonstrated improved mental and behavioral health and well-being

<table>
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<tr>
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</table>

Health and Social/Behavioral Development (Includes nutrition)

**Total Persons:** 2,980
**Total Outcome:** 2,981

**05.061 Dental Services, Screenings and Exams (1)**

DuPage County Health Department and DuPage County Department of Community Services Intake and Referral unit will provide assistance with prescriptions, medical supplies, dental treatment/fees, and or medical fees for CSBG eligible clients who are uninsured or lack comprehensive insurance coverage. Will also provide access to health care by assisting eligible clients in completing application for Access DuPage, ACA/Marketplace and Medicaid/Medicare.

**Persons:** 300

**Outcome Target:** 301

**CSBG Goal #:** 01

**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

Outcome Measure(s):
05.02 Individuals who demonstrated improved physical health and well-being

<table>
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<td>$67,550.00</td>
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</table>
Loaves & Fishes, People's Resource Center and West Suburban Community Pantry (Sub-grantees) will provide food, laundry, personal care and paper products to households in need. These three food pantries serve all residents of the County and each will receive $10,000 to provide these items to our residents: People's Resource Center Food Pantry 1000 families, West Suburban Community Pantry 600 families, and Loaves and Fishes Pantry 1000 families. West Suburban Community Pantry will receive $4000 to provide 80 eligible households with car seats or booster seats.

<table>
<thead>
<tr>
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<tr>
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**Services: Supporting Multiple Domains**

**07.03: Case Management (1)**

duPage County Department of Community Services Housing and Self-Sufficiency unit will move participants away from crisis and towards self-sufficiency by providing case management, counseling, referrals and financial assistance.

<table>
<thead>
<tr>
<th>Outcome Measure(s):</th>
<th>Outcome Target: 120</th>
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<tbody>
<tr>
<td>Persons: 70</td>
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<td>CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.</td>
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<table>
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**07.03: Referrals (1)**

duPage County Department of Community Services Intake and Referral unit will provide comprehensive assessment, intake, information, advocacy, and referral services to CSBG eligible clients.

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<thead>
<tr>
<th>Outcome Measure(s):</th>
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<tr>
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</table>
**Prairie State Legal Services (Sub-grantee)** will provide legal assistance to homeless individuals and families to facilitate their transition to self-sufficiency and to better enable them to secure housing.

<table>
<thead>
<tr>
<th>Persons: 25</th>
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**Outcome Measure(s):**
- 06.01.C Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage

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**07.111 Emergency Clothing Assistance (1)**

DuPage County Department of Community Services will provide assistance to clients in need of essential items and or services such as food, gas, clothing and furniture.

<table>
<thead>
<tr>
<th>Persons: 400</th>
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<td>CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.</td>
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**Outcome Measure(s):**
- 03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days

<table>
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**07.121 Mediation/Customer Advocacy Interventions (1)**

DuPage Federation on Human Services Reform Open Door Program (sub-grantee) will provide emergency assistance for clients in need of essential items and or services such as housing, food, clothing, medical expenses, case management, advocacy, and initial employment expenses.

<table>
<thead>
<tr>
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**Outcome Measure(s):**
- 03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
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**Agency Capacity Building**

| Total Persons: 3 | Total Outcome: 3 |

**09.011 Agency Capacity Building Activities (1)**

DuPage County Department of Community Services needs to increase agency capacity building, planning and certifications/training to achieve CSBG Standards. Planning, coordination, research and training is needed to maintain CSBG Organizational Standards compliance.

<table>
<thead>
<tr>
<th>Persons: 3</th>
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<td>CSBG Goal: CSBG Eligible Entity Capacity Building</td>
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**Outcome Measure(s):**
00.02 Hours of Agency Staff in capacity building activities

<table>
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**Grant 18-231029 Work Program Totals**

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Attachment: Outreach Community Services - Agreement (HHS-P-0061-18 : Outreach Community Services)
Attachment B. Uniform Grant Budget
## Section A: State of Illinois Funds

### Revenues

<table>
<thead>
<tr>
<th>State of Illinois Grant Amount Requested</th>
<th>$1,039,715.00</th>
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### Budget Expenditure Categories

1. **Personnel (200.430)**
   - 0101 PERSONNEL (SALARIES & WAGES) $402,547.00
   - 0102 FRINGE BENEFITS $146,773.00
2. **Travel (200.474)**
   - 0103 TRAVEL $6,300.00
3. **Equipment (200.439)**
4. **Supplies (200.94)**
   - 0105 SUPPLIES $2,760.00
5. **Contractual/Subawards (200.318 and .92)**
   - 0105 CONTRACTUAL SERVICES $270,385.00
6. **Consultant (200.459)**
7. **Construction**
8. **Occupancy (200.465)**
9. **Research and Development (200.87)**
10. **Telecommunications (200.472)**
    - 0111 TELECOMMUNICATIONS $1,700.00
11. **Direct Administrative Costs (200.413)**
    - 0313 DIRECT ADMINISTRATIVE COSTS $32,300.00
12. **Miscellaneous Costs**
    - 0114 MISCELLANEOUS COSTS $7,900.00
13. **Grant Exclusive Line Item(s)**
    - 0201 CLIENT ASSIST. - BENEFITS $164,250.00
    - 0402 SPECIAL - T&TA $35,250.00
    - 0403 SPECIAL - ECON DEV/JOB TRAIN $9,000.00
14. **Total Direct Costs (add lines 1-15)** $1,039,715.00
15. **Total Indirect Costs (200.414)** $1,039,715.00
16. **Rate:** N/A %
17. **Base:** N/A
18. **Total Costs State Grant Funds (Lines 16 and 17)** $1,039,715.00
SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;

b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or

c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

Select ONLY One:

1) [ ] Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.

2a) [ ] Our Organization currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendix IV(c)(2)(c).

2b) [ ] Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.

3) [ ] Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CFR 200.414 (C)(4)(f) and 200.68.

4) [ ] For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
   [ ] is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(S); or
   [ ] complies with other statutory policies.

5) [ ] No reimbursement of Indirect Cost is being requested.

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered By NICRA: From: _______ To: _______ Approving Federal or State Agency: _______

Indirect Cost Rate: _______ % The Distribution Base Is: _______
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization: 
Signature: Signature on File
Printed Name: MARY A. KEATING
Title: Director
Phone: (626) 407-6457
Date: 1/17/18

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.
<table>
<thead>
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<th>Final Budget Amount Approved</th>
<th>Program Approval Signature</th>
<th>Fiscal &amp; Administrative Approval Signature</th>
<th>Date</th>
<th>Date</th>
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<td>$1,039,715</td>
<td>Signature on File</td>
<td>Signature on File</td>
<td>1/2/18</td>
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<th>Fiscal &amp; Administrative Approval Signature</th>
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<th>Date</th>
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<tbody>
<tr>
<td></td>
<td>Signature on File</td>
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<td></td>
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</table>

**$200,308 Revision of Budget and Program Plans**

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.
Attachment C. Exhibit H Continued

Special Conditions
**PRAQ Section:** 2b - History of Performance - External

**Problem for Clarification/Resolution:**

The grantee indicated that more than 20% of their Community Service Block Grant (CSBG) award is subcontracted to another entity. Along with that, the subcontracted entity performs programmatic responsibilities such as: participant eligibility determination, performance reporting, and "program delivery, and financial reporting. Eligibility includes but is not limited to; intake and determination of eligibility of applicants applying for CSBG services. Performance reporting includes but is not limited to; the reporting of progress toward completion of the CSBG work program to meet scope and performance measures. Program delivery may include, but is not limited to; subcontracted intake and approval, provisions of services based on the work program definitions. Financial reporting includes but is not limited to; maintain audit trail and process any and all financial transaction required for the work program. Provide details regarding financial for the work program to meet performance measures defined within the work program.

**Conditions:**

The grantee must demonstrate adequate oversight and monitoring of sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract(s).

**Risk Explanation:**

Medium to high risk indicates limited experience with sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract awards. This increases the likelihood of compliance and/or performance issues with the third-party entity.

**How to Resolve:**

The grantee must provide activity reports for the sub-grantee as an addendum to the programmatic quarterly report. Documentation of onsite monitoring must be made available upon request. The reports are due 30 days after the end of each quarter.

**Timeframe:**
Attachment: Outreach Community Services - Vendor Ethics (HHS-P-0061-18 : Outreach Community Services)
AWARDING RESOLUTION ISSUED TO
360 YOUTH SERVICES TO
PROVIDE CASE MANAGEMENT, JOB COACHING/PREPAREDNESS,
TRANSPORTATION, AND GED COACHING TO HOMELESS
YOUTH IN DUPAGE COUNTY
(SUB-GRANTEE AGREEMENT TOTAL AMOUNT $28,749.00)

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

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of a sub-grantee agreement to 360 Youth Services, to provide case management, job coaching/preparedness, transportation, and GED coaching to homeless youth in DuPage County, for the period January 1, 2018 through December 31, 2018, for Community Services, under the Community Services Block Grant.

NOW, THEREFORE BE IT RESOLVED that County sub-grantee agreement covering said, to provide case management, job coaching/preparedness, transportation, and GED coaching to homeless youth in DuPage County, for the period January 1, 2018 through December 31, 2018, for Community Services through the Community Services Block Grant, be, and it is hereby approved for the issuance of a sub-grantee agreement by the Procurement Division to 360 Youth Services, 1305 W. Oswego Road, Naperville, IL 60540, for a total amount of $28,749.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). (Grant funded)

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

_______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
**PROCUREMENT REVIEW CHECKLIST REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
<th>SOLICITATION METHOD FOR SOURCE SELECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DATE SUBMITTED</strong></td>
<td><strong>CONTRACT TOTAL AMOUNT</strong></td>
</tr>
<tr>
<td>February 5, 2018</td>
<td>$28,749</td>
</tr>
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</table>

**Decision Memo Required** Other Professional Services - Detailed Vetting Process Required

- Mary Keating  
  Completed  
  02/05/2018 2:34 PM
- Karen Graczyk  
  Completed  
  02/06/2018 9:37 AM
- Kathy Ostrowski  
  Completed  
  02/08/2018 12:42 PM
- James McGuire  
  Completed  
  02/08/2018 1:13 PM
- Paul Rafac  
  Completed  
  02/13/2018 7:51 AM
- Tom Cuculich  
  Completed  
  02/13/2018 2:33 PM
- Kathy Ostrowski  
  Completed  
  02/14/2018 8:04 AM
- Health & Human Services  
  Completed  
  02/20/2018 10:15 AM
- Finance Committee  
  Pending  
  02/27/2018 8:00 AM
- County Board  
  Completed  
  02/27/2018 10:00 AM
**Purchase Requisition**

**Procurement Services Division**

**Send Purchase Order To:**
- **Vendor:** 360 Youth Services
- **Vendor #:** 13527
- **Attn:** Debbie Robertson
- **Email:**
- **Address:** 1548 Bond Road, Suite 114
- **City:** Naperville
- **State:** IL
- **Zip:** 60563
- **Phone:** 630-961-2992

**Send Invoices To:**
- **Dept:** Community Services
- **Division:** CSBG Grant
- **Attn:** Gina Strafford-Ahmed
- **Email:** gina.strafford@dupageco.org
- **Address:** 421 N. County Farm Road
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 630-407-6444

**Send Payments To:**
- **Vendor:** 360 Youth Services
- **Vendor #:** 13527
- **Attn:** Debbie Robertson
- **Email:**
- **Address:** 1548 Bond Road, Suite 114
- **City:** Naperville
- **State:** IL
- **Zip:** 60563
- **Phone:** 630-961-2992

**Ship To:**
- **Dept:** Community Services
- **Division:** CSBG Grant
- **Attn:** Gina Strafford-Ahmed
- **Email:** gina.strafford@dupageco.org
- **Address:** 421 N. County Farm Road
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 630-407-6444

**Payment Terms**
- **F.O.B.** PO 20 Delivery Date: Jan 1, 2018
- **Requisitioner:**

**PO25 only**

<table>
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<th>Description</th>
<th>FY</th>
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<th>Sub-Accts and/or Activity #</th>
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<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Sub-grantee agreement purchase order to provide case management, job coaching/ preparedness, transportation, and GED coaching to homeless youth in DuPage County.</td>
<td>18</td>
<td>5000</td>
<td>1650</td>
<td>53090</td>
<td>18-231028 53090</td>
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**Requisition Total:** $28,749

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

Please return a copy of the Purchase order to Gina Strafford-Ahmed in Community Services and Michelle Tunk in Finance.

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
# Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor: 360 Youth Services</th>
<th>Vendor #: 13527</th>
<th>Contract Term: 1/1/18-12/31/18</th>
<th>Contract Total: $28,749.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Community Services</td>
<td>Contact: Gina Strafford-Ahmed</td>
<td>Phone: 6444</td>
<td>Assigned Committee: HHS</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description of Procurement/Scope of Work/Background</th>
</tr>
</thead>
<tbody>
<tr>
<td>360 Youth Services provides case management, job coaching/preparedness, transportation, and GED coaching to homeless youth in DuPage County.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reason for Procurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>$28,749 in CSBG funds will assist 35 homeless youth with case management, job coaching/preparedness, transportation and GED coaching.</td>
</tr>
</tbody>
</table>

## FUNDING SOURCE

- [ ] Procurement budgeted for (FY and budget code(s)): 2018 CSBG 5000-1650
- [ ] Budget Transfer (Date) __________________ Add'l Information

## DECISION MEMO NOT REQUIRED

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # ______________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # ________________ [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [ ] PER SS ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 [ ] Public Utility
- [ ] PER SS ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

## DECISION MEMO REQUIRED

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # _______________ (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # ________________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # ________________

## PREPARED BY AND APPROVAL(S) (Initials Only)

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Jan 26, 2018</th>
<th>Recommended for Approval</th>
<th>Jan 26, 2018</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>[Initials]</td>
<td>[Initials]</td>
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</tr>
</tbody>
</table>

## REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>[Initials]</td>
<td>[Initials]</td>
<td>[Initials]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td>[Initials]</td>
<td>(Decision Memos Over $25,000)</td>
<td>[Initials]</td>
</tr>
</tbody>
</table>

Packet Pg. 957
Decision Memo

Procurement Services Division
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Requesting Department: Community Services
Contact Email: gina.strafford.dupageco.org
Vendor Name: 360 Youth Services

Department Contact: Gina Strafford-Ahmed
Contact Phone: 6444
Vendor #:

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Approval for sub-grant via the Community Services Block Grant (CSBG) Program to provide homeless youth with GED training/coaching, job preparedness/coaching, transportation and case management to help them become self-sufficient. $28,749 is needed to support the program. This is a $3,749 increase.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

CSBG grant funds are needed to support youth programs and job skill training for youth as our Community Needs Assessment points out as a need in our community. Youth will obtain job skills and receive wrap around services to ensure they are meeting goals set by the program. Youth will receive counseling and GED assistance, as well, if needed. Youth will be able to attain skills to become self-sufficient.

Strategic Impact

Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

1.2 Maintain the county wide safety net to help people escape poverty, maximize independence, and achieve economic self-sufficiency: Program will address each of these areas with a focus on economic self-sufficiency.

Source Selection/Vetting Information - Describe method used to select source.

This is a sub-grant exempt from bidding. They will provide direct services for the County's CSBG program and will maintain all records and financial documents. 360 Youth Services is an established not for profit in DuPage County and has received Human Services Grant Funds and CDBG funding as well. See attached request for funding.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1) Issue a sub grantee agreement with 360 Youth Services for $28,749. This will allow homeless youth to have a safe place to stay as well as case management and assistance retaining employment.
2) Do not fund the program and run the risk of homeless youth being forced to live in their vehicles, parks, and public areas and not attaining employment skills and full time employment.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Budget Amount</th>
<th>Account Number</th>
</tr>
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<tbody>
<tr>
<td>1/1/18-12/31/18</td>
<td>$28,749</td>
<td></td>
</tr>
<tr>
<td>1/1/17-12/31/17</td>
<td>$25,000 Modified to $45,725 for a special project</td>
<td></td>
</tr>
<tr>
<td>1/1/16 - 7/31/17</td>
<td>$25,000</td>
<td></td>
</tr>
<tr>
<td>1/1/15-7/31/16</td>
<td>$25,000</td>
<td></td>
</tr>
</tbody>
</table>

Projected to fund this program for the next 5 years at ~$25,000 per fiscal year.
January 18, 2018

Dear Gina and Mary,

Re: CSBG Funding Request:

Thank you for the opportunity to apply once again for funding to continue our Employment/Educational Coach position supporting Employment, GED Tutoring, linkage to internships through Worknet and as a liaison for youth who choose to attend college while residing in our Homeless Youth Programming (THP).

360 Youth Services has been providing Transitional Housing for homeless youth ages 18-24 since 2000, and have housed over 560 youth throughout that time. We obtain referrals from shelters, churches, school social workers, social service agencies, police departments, other homeless youth as well as individuals in the community who often contact us through our website.

In addition to providing safe and secure housing, our services include Intensive Case Management, Individual Counseling from licensed counselors, Seven Challenges Evidence Based (Substance Abuse Counseling), Life Skills Groups, Job Preparation and Development, and linkages to mainstream resources.

Job Preparation Linkage and GED Preparation/Tutoring are areas that we would like to continue to develop. Although our results are well above average, we continue to struggle with identifying employers willing to work with high risk youth. We have a job preparation/support component currently in our program that we would like to further develop to help youth identify their strengths and interests through screenings, testing and curriculums. We have recently begun to develop a new orientation piece to our curriculum called 360 Launch. It will include developing soft skills addressing needs relating to executive functioning as well as offering a more intense support for youth entering the program. This will require a more hands on approach to help youth develop the skills not only to obtain employment but to maintain employment while involved in our homeless youth programming. Without continued CSBG funding, we do not have the resources or the staffing pattern to implement the solutions to the needs identified.
A major challenge has been in obtaining GED preparation for our clients. We currently utilize College of DuPage which requires youth to spend excessive time and expense taking trains and buses to the Glen Ellyn location providing the GED prep. We currently have laptop computers clients can use thanks to funding awarded from CSBG in 2017. Our Education/Employment Coach has been extremely busy helping the youth access internships, apply for college and complete the GED programs. We currently have 15 youth attending College of DuPage and several who are planning to transition to a 4 year college at discharge. Due to the fact that staff has had to transport youth to and from school as well as internships we are increasing the requested amount of support needed for transportation.

If awarded the CSBG funding for the 2018 Fiscal Year, that funding would allow us to maintain our part time Employment/Educational Coach to provide the necessary hands-on guidance to our youth onsite, establish relationships in the community with employers, and work with the youth through testing and screening, identifying strengths, interests and long term job or educational opportunities.

In the past year of operating this program, through the generosity of the CSBG funding, we have had 14 youth graduate or obtain their GED. We have had 3 youth transition into a 4 year university. I understand that the funding may be available until 2018, which would allow us to continue providing this program of support for another 12 months.

Since our initial startup with My Closet we have continued to receive donated items for the kids who are in desperate need for the basic clothing needs as well as to prepare for employment and school.

Expected Outcomes:
1) We anticipate working with 40 youth per year.
2) Prepare 3 youth for their GED.
3) Assist 10 youth in becoming students at COD or a secondary school of choice
4) Have 87% (35 of 40) of youth served employed at exit.
5) Have 60% (24 of 40) of youth obtain/maintain their drivers license.
360 YOUTH SERVICES  
FY2018 Dupage County CSBG Grant Fund Application  
Proposed Budget for One Year Period of  
January 1, 2018 - December 31, 2018

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>Part-time position to tutor youths, liaison with community contacts and pursue job placement opportunities</td>
<td>$18,000</td>
</tr>
<tr>
<td>Fees</td>
<td>Fees associated with skills assessment, vocational matching and GED testing</td>
<td>$1,000</td>
</tr>
<tr>
<td>Supplies &amp; Materials</td>
<td>Supplies (office, educational, etc.) materials (books, etc.) and start-up purchase of job specific work clothing.</td>
<td>$2,000</td>
</tr>
<tr>
<td>2018 Storage fees for (My Closet)</td>
<td></td>
<td>$1,749</td>
</tr>
<tr>
<td>Program Support/Prep</td>
<td>Support/billing prep for 4 quarters of billing</td>
<td>$1,000</td>
</tr>
<tr>
<td>Transportation</td>
<td>Bus and train passes, bikes, mileage reimbursement, etc. for clients and staff to access training, job opportunities, internships etc.</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

**Total Expense**  
$28,749
AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND 360 YOUTH SERVICES FOR COMMUNITY SERVICE BLOCK GRANT FUNDS

This AGREEMENT is entered into as of this 1st day of January, 2018, by and between the COUNTY OF DUPAGE, ILLINOIS ("COUNTY"), a body politic and corporate, with offices located at 421 N. County Farm Road, Wheaton, Illinois, 60187, and 360 YOUTH SERVICES ("SUBGRANTEE"), a not-for-profit corporation, with offices at 1305 W. Oswego Road, Naperville, IL 60540.

SECTION I

STATEMENT OF PURPOSE

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

SECTION II

REQUIREMENTS OF SUBGRANTEE

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

1. Screen, assess, refer and or enroll youth in need of services in the Youth in Transition Job and GED Coaching program;

2. Screen the youth for the following: substance abuse, criminal background check, mental illness, and determine if eligible for the program;

3. Provide case management, counseling, transportation, clothing, GED tutoring and job preparation to 24 to 40 CSBG eligible youth (125% of the Federal Poverty Guidelines) for up to two years;

4. Obtain 90-day income, develop a case plan and goals, maintain client file and meet with youth regularly to work on their plan;

5. Provide COUNTY with client intakes within 30 days of assessment;

6. Provide COUNTY with information and or documentation on client outcomes achieved, in progress, failed or dropped out quarterly;

7. Bill the COUNTY quarterly for services, billing must be detailed on how funds were used;

8. Comply with all assurances as further detailed in Exhibit "A," attached hereto and incorporated herein as part of this Agreement.

SECTION III

AMOUNT OF THE GRANT
The COUNTY shall grant to SUBGRANTEE, as full payment for all activities to be performed by SUBGRANTEE pursuant to this AGREEMENT, a maximum compensation of $28,749. Invoicing will be made quarterly for expenses incurred and must include supporting documentation for expenses billed. Twenty-four clients must be documented to be paid in full. Final invoice must be received by January 31, 2019.

SECTION IV

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

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

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

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

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

SECTION V

TIMELY COMPLETION OF PROJECT

Time is of the essence in this AGREEMENT; SUBGRANTEE shall complete all activities described herein by December 31, 2018.

SECTION VI
CONDITIONS OF GRANT

A. Assurances: The SUBGRANTEE assures the COUNTY that it will comply with the laws, regulations and orders identified in Exhibit "B," attached hereto and made a part of this AGREEMENT. (January 1, 2018 - December 31, 2018.)

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

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

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

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

F. Retention of Records: The SUBGRANTEE shall maintain records to show actual time devoted and costs incurred that describe the work already performed and anticipated during the coming time period. Upon fifteen (15) day notice from the COUNTY, all time sheets, billings, and other documentation shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North County Farm Road, Wheaton, Illinois. The SUBGRANTEE shall maintain client files and supporting documentation for five (5) years after the final audit of the grant is completed.

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

Subgrantees whose contract amount equals or exceeds $25,000.00 annually and who are subject to the provisions of Whitehouse Office of Management and Budget Circular A-133 ("OMB Circular A-133") shall provide a copy of their most recent audit report or financial statements to the DuPage County Department of Community Services.

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

I. Federal award identifying information:

<table>
<thead>
<tr>
<th>CFDA #</th>
<th>93.569</th>
</tr>
</thead>
<tbody>
<tr>
<td>CFDA Title</td>
<td>Community Services Block Grant</td>
</tr>
<tr>
<td>Award #</td>
<td>G-13B11ILCOSR</td>
</tr>
<tr>
<td>Federal Awarding Agency</td>
<td>Department of Health and Human Services</td>
</tr>
</tbody>
</table>

SECTION VII

SUBGRANTEE shall at all times observe and comply with Title 21 CIR Part 570 and all applicable laws, ordinances or regulations of the Federal, State, COUNTY and local government which may in any manner affect the performance of this AGREEMENT, including Community Services Block Grant CSBG Grant No. 18-231028 which is incorporated into and made a part of this AGREEMENT and is attached hereto as Exhibit C, and the SUBGRANTEE shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the Federal Government.

SECTION VIII

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

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

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

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

SUBGRANTEE shall submit to COUNTY a quarterly progress report and or billing with client demographics no later than the fifth (5th) day of the following month. In addition, SUBGRANTEE shall submit to the COUNTY an annual report, if one is available, within thirty (30) days of the end of the SUBGRANTEE’s fiscal year.

SECTION X
AMENDMENTS

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

SECTION XI
FINANCIAL ASSISTANCE AGREEMENT

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

SECTION XII
INDEMNIFICATION

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

SECTION XIII
TERMINATION

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

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

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

SECTION XIV

ASSIGNMENT

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

SECTION XV

UNAVOIDABLE DELAY

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

SECTION XVI

SEVERABILITY

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

SECTION XVII

APPLICABLE LAW & VENUE

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

SECTION XVIII

RELATIONSHIP OF THE PARTIES

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

SECTION XIX

NOTICE

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

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

TO: 360 Youth Services  
1548 Bond Rd Ste 114  
Naperville, IL 60563  
Attention: Debbie Robertson, Executive Director of Child Welfare

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

7
SECTION XX
HEADINGS

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

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

COUNTY OF DUPAGE
("COUNTY")

BY: ____________________________ DATE: __________
    DANIEL J. CRONIN, CHAIRMAN
    DU PAGE COUNTY BOARD

ATTEST: ____________________________ DATE: __________
        PAUL HINDS, COUNTY CLERK

360 Youth Services
("SUBGRANTEE")

Signature on File

BY: ____________________________ DATE: 1/24/18
    EXECUTIVE DIRECTOR

Signature on File

ATTEST: ____________________________ DATE: 1/24/18
EXHIBIT A

ASSURANCES

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

1. It possesses legal authority to apply for the Grant and to execute the proposed program.

2. It has reviewed and accepted the Grant Agreement in its entirety, including all understandings and assurances contained therein, and directing and designating the authorized representative of the SUBGRANTEE to act in connection with the Grant Agreement and to provide such additional information as may be required.

3. It agrees that no funds granted hereunder shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office, nor shall they be used in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.

4. The grant will be conducted and administered in compliance with:
   a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1, et. seq.), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance.
   b) Section 677, (a) of the Community Services Block Grant Act, which provides that no person shall be excluded on the grounds of race, color, national origin, or sex from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under the program. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program activity.
   c) Title VII of the Civil Rights Act of 1968 (P.L. 90-824) as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the applicant’s jurisdiction.
   d) Executive Order 11246 (30 F.R. 12319, September 28, 1965) and all regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training and apprenticeship.

5. The SUBGRANTEE agrees to take affirmative action to ensure that no unfair practice is committed, in accordance with the Illinois Human Rights Act, (775 ILCS 5/1-101 et. seq.).
EXHIBIT B
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION COMMUNITY SERVICES BLOCK GRANT PROGRAM, COUNTY OF DUPAGE

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

The SUBGRANTEE shall cause or require to be inserted in full or any contract and subcontract for work, or modification thereof, all applicable Federal Equal Employment Opportunity Provisions.
EXHIBIT C
SEE ATTACHED
INTER-GOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
DuPage County

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at 500 E
Monroe St, Springfield, IL 62701, and DuPage County (Grantee), with its principal office at 421 North County
Farm Road
3rd Floor, Wheaton, IL 60187-3978, and payment address (if different than principal office) at N/A, hereby enter
into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5
ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE - THE UNIFORM TERMS
RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto
and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in
accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and
for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the
Parties hereto agree as follows:

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies
that 135836026 is Grantee’s correct DUNS number, that 366006551 is Grantee’s correct FEIN or Social Security
Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a
(check one):

[ ] Individual
[ ] Sole Proprietorship
[ ] Partnership
[ ] Corporation (includes Not For Profit)
[ ] Medical Corporation
[ ] X Governmental Unit
[ ] Estate or Trust
[ ] Pharmacy-Non Corporate
[ ] Pharmacy/Funeral Home/Cemetery Corp.
[ ] Tax Exempt
[ ] Limited Liability Company (select applicable tax
classification)
[ ] P = partnership
[ ] C = corporation

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

1.2. Amount of Agreement. Grant Funds shall not exceed $1,039,715.00 of which $1,039,715.00 are
federal funds. Grantee agrees to accept Grantor’s payment as specified in the Exhibits and attachments
incorporated herein as part of this Agreement.
1.3. **Identification Numbers.** If applicable, the Federal Award Identification Number (FAIN) is G-18B11LC0SR, the Federal awarding agency is **Department Of Health And Human Services**, and the Federal Award date is **10/01/2017**. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is **Community Services Block Grant** and Number is **93.569**. The Catalog of State Financial Assistance (CSFA) Number is **420-75-0091**.

1.4. **Term.** This Agreement shall be effective on **01/01/2018** and shall expire on **12/31/2018**, unless terminated pursuant to this Agreement.

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

1.6. **Signatures.** In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY**

By: ______________________________
Signature of Sean McCarthy, Director

By: ______________________________
Signature of Designee

Date: ______________________________

Printed Name: ______________________________

Printed Title: ______________________________

**DUPAGE COUNTY**

**Signature on File**

By: ______________________________
Signature of Authorized Representative

Date: ______________________________

Printed Name: Mary Keating

Printed Title: Director

Email: Mary.Keating@dupageco.org

By: ______________________________
Signature of First Other Approver, if Applicable

Date: ______________________________

Printed Name: ______________________________

Printed Title: ______________________________

By: ______________________________
Signature of Second Other Approver, if Applicable

Date: ______________________________

Printed Name: ______________________________

Printed Title: ______________________________

**State of Illinois**

**INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018**

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ARTICLE II
REQUIRED REPRESENTATIONS

2.1. **Standing and Authority.** Grantee warrants that:

(a) Grantee is validly existing and in good standing, if applicable, under the laws of the State in which it was incorporated, organized or created.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. **Compliance with Internal Revenue Code.** Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. **Compliance with Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to $25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. **Compliance with Uniform Grant Rules (2 CFR Part 200).** Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. **Compliance with Registration Requirements.** Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee’s responsibility to remain current with these registrations and requirements. If Grantee’s status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.
ARTICLE III
DEFINITIONS

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:


"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Conflict of interest" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Consolidated Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.
"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Program" means the services to be provided pursuant to this Agreement.

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

"Program Income" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"SAM" means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph Error! Reference source not found.. Reference source not found.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.
ARTICLE IV
PAYMENT

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

4.2. **Illinois Grant Funds Recovery Act.** Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital Improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 et seq.). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

4.3. **Cash Management Improvement Act of 1990.** Unless notified otherwise in PART TWO or PART THREE, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable Federal laws or regulations.

4.4. **Payments to Third Parties.** Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

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

4.6. **Interest.**

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in PART TWO or PART THREE. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 7 of 46
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Illinois State Collection Act of 1986, 30 ILCS 210; See also 30 ILCS 705/10.

4.7. **Timely Billing Required.** Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in PART TWO or PART THREE. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor’s approval of Grantee’s request for an extension shall not be unreasonably withheld.

4.8. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

> By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

**ARTICLE V**

**SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

5.1. **Scope of Grant Activities/Purpose of Grant.** Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including Exhibit A (Project Description) and Exhibit B (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State’s Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in PART TWO (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in PART THREE.

5.2. **Scope Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment will be included in Exhibit G. Grantee shall adhere to the specific conditions listed therein.

**ARTICLE VI**

**BUDGET**

6.1. **Budget.** The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.
6.2. **Budget Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. **Discretionary Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. **Non-discretionary Line Item Transfers.** Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. **Notification.** Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII**

**ALLOWABLE COSTS**

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

7.2. **Indirect Cost Rate Submission.**
   (a) This Paragraph 7.2 applies only to:
   (i) A Grantee who charges, or expects to charge, any Indirect Costs; and
   (ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.
   (b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.
      (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments.
      (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for institutions of higher education.
   (c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(B)).

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

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7.4. **Higher Education Cost Principles.** The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. **Government Cost Principles.** The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

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

   (i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity’s organization (Paragraphs 7.4 through 7.5).

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

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

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

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

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.
(e) **Cash Management.** Requests for advance payment shall be limited to Grantee’s immediate cash needs. Grantee must have written procedures to minimize the time elapsed between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

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

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

**ARTICLE VIII**

**REQUIRED CERTIFICATIONS**

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 et seq. or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 et seq.).

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

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(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug-free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

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

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

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).

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

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the Program, 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 Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

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

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
(r) Environmental Protection Act Violations. Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) Goods from Child Labor Act. Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

ARTICLE IX
CRIMINAL DISCLOSURE

9.1. Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X
UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);


(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (42 USC 12101 et seq.); and

(f) The Age Discrimination Act (42 USC 6101 et seq.).
ARTICLE XI
LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

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

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

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

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

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

ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. **Failure to Maintain Books and Records.** Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. **Monitoring and Access to Information.** Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

**ARTICLE XIII**

**FINANCIAL REPORTING REQUIREMENTS**

13.1. **Required Periodic Financial Reports.** Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. In addition, the report shall be submitted no later than 30 calendar days from the end of the period. The format of such reports shall be established by Grantor. Grantor may require annual financial reports in accordance with applicable Federal requirements. Grantee shall file annual financial reports with Grantor within 180 days after the end of the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor. The Annual Financial Report must cover the same period as the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.
(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee’s failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit F must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award’s statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

ARTICLE XV
AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor’s Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. Audit Requirements.
   (a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of the audit period.
   (b) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in Federal Awards, Grantee is subject to the following audit requirements:
      (i) If, during its fiscal year, Grantee expends more than $300,000 in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).
      (ii) If, during its fiscal year, Grantee expends less than $300,000 in Federal and State Awards, but the total revenue it receives is in excess of $300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAA5).
      (iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) 180 days after the end of the audit period.

15.3. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor’s most recent peer review report and acceptance letter.

15.4. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.
   (a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days’ prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a
partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

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

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

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantor has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

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

16.3. Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee’s non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341.

16.5. Effects of Suspension and Termination.

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

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or

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after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

15.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

ARTICLE XVIII
NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee’s legal status, Federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days’ prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee’s failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee’s ability to perform this Agreement.

18.4. Circumstances Affecting Performance: Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee’s ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee’s ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.
ARTICLE XIX
STRUCTURAL REORGANIZATION

19.1. **Effect of Reorganization.** Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, PART TWO or PART THREE may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI
CONFLICT OF INTEREST

21.1. **Required Disclosures.** Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2. **Prohibited Payments.** Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an Instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor’s annual salary, or $106,447.20 (30 ILCS 500/50-13). An Instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3. **Request for Exemption.** Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII
EQUIPMENT OR PROPERTY

22.1. **Transfer of Equipment.** Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the
transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. **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, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. **Equipment and Procurement.** Grantee must comply with the uniform standards set forth in 2 CFR 200.310-200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

**ARTICLE XXIII**

PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. **Publications, Announcements, etc.** Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

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

**ARTICLE XXIV**

INSURANCE

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

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

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee’s use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party’s agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI
MISCELLANEOUS

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

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. Exhibits A through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee’s rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

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

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party’s right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law: Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does State of Illinois
not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

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

26.12. Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

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

26.14. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Grant Activities described on this Exhibit A, the Deliverables and Milestones listed on Exhibit B and the Performance Measures listed on Exhibit E within the term of this Agreement, as provided in paragraph 1.4, herein.

AUTHORITY: The Department is authorized to make this Grant pursuant to 42 U.S.C.A. 9901 et seq. and 20 ILCS 625.

The purpose of this authority is as follows:

Provide grants to Community Action Agencies for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient.

PROJECT DESCRIPTION:

Program Objective

Grantee must use Grant Funds provided under this Agreement for the Community Services Block Grant ("CSBG") program to develop and implement programs to assist low-income Illinois residents in working towards family stabilization and self-sufficiency pursuant to Exhibit B and the Grant-specific terms/conditions in Article XII. For carrying out such program objectives, the total compensation and reimbursement payable by the Department to the Grantee shall be in compliance with and not exceed the amount specified in the Budget (Attachment B). The Department shall distribute/pay the total amount of the Grant Funds to the Grantee in accordance with this Grant Agreement, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75 et. seq.), Subpart I of the Department of Health and Human Services Block Grant Regulations (45 CFR Part 96 et. seq.), the Community Opportunities, Accountability, and Training and Educational Services Act of 1998 (42 U.S.C.A. §9901 et seq), the Uniform Administrative Requirement for Grants and Cooperative Agreements to State, Local and Tribal Governments (45 CFR Part 92 et. seq.) (the "CSBG Act"), the Illinois Economic Opportunity Act (20 ILCS 625), the Illinois Administrative Rules for the State Administration of the Federal Community Services Block Grant Program (47 Ill. Adm. Code 120), the Department's Annual Consolidated Plan, and any other regulations and policies promulgated 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 modifications to this Agreement shall be incorporated in accordance with the applicable provisions herein, including but not limited to Sections 5.2 and 6.2.
EXHIBIT B

DELIVERABLES OR MILESTONES

See Attachment A. CSBG Work Program Summary
EXHIBIT C

PAYMENT

Grantee shall receive $1,039,715.00 under this Agreement.

Enter specific terms of payment here:

The Award amount listed above is not a guarantee of payment, and Grantee’s receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement

Payments to the Grantee are subject to the Grantee’s submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor’s approval of eligible costs and cash amount requested for reimbursement of those costs.

Pre-Award Costs

Reimbursement of costs incurred prior to the start of the Grant Term provided in paragraph 1.4, herein may be allowed only if specifically provided for in the Project Description (Exhibit A), as approved by the Grantor in its sole discretion. If not clearly identified in the Project Description (Exhibit A), any costs incurred prior to the Grant Term will be disallowed. Pre-award costs will only be allowed if the costs are directly pursuant to the negotiation and in anticipation of the Award, where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Award. 2 CFR 200.458.

See Attachment B. Uniform Grant Budget
EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

The Grantee acknowledges and agrees that its address set forth below 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 Grantor 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 Grantor of its current/last known address. In the event that the Grantee changes its current address, it shall contact its Grant Manager and notify him or her of said change of address and a formal modification will be executed.

<table>
<thead>
<tr>
<th>GRANTOR CONTACT</th>
<th>GRANTEE CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Jennifer Barnes</td>
<td>Name: Mary Keating</td>
</tr>
<tr>
<td>Title: Grant Manager</td>
<td>Title: Director</td>
</tr>
<tr>
<td>Address: 500 E Monroe St Springfield, IL 62701</td>
<td>Address: 421 North County Farm Road 3rd Floor Wheaton, IL 60187-3978</td>
</tr>
<tr>
<td>Phone: 217-558-0480</td>
<td>Phone: 630-407-6420</td>
</tr>
<tr>
<td>TTY#: (800) 785-6055</td>
<td>TTY#: N/A</td>
</tr>
<tr>
<td>Fax#: N/A</td>
<td>Fax#: 630-407-6501</td>
</tr>
<tr>
<td>Email Address: <a href="mailto:Jennifer.Barnes@illinois.gov">Jennifer.Barnes@illinois.gov</a></td>
<td>Email Address: <a href="mailto:Mary.Keating@dupageco.org">Mary.Keating@dupageco.org</a></td>
</tr>
</tbody>
</table>

The following are designated as Authorized Designee(s) for the Grantee (See Part Two, Article XXVII):

- Authorized Designee: [Signature]
  - Authorized Designee Title: [Title]
  - Authorized Designee Phone: [Phone]
  - Authorized Designee Email: [Email]

- Authorized Designee: [Signature]
  - Authorized Designee Title: 
  - Authorized Designee Phone: 
  - Authorized Designee Email: 

Additional Information:

State of Illinois
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Illinois Department of Commerce and Economic Opportunity

Notification of Additional Authorized Designee

Grantee Name: DuPage County Department of Community Services

DCEO Grant Number(s): 18-231028

Authorized Signatory: Mary A. Keating, Director
(Printed Name and Title)

Date: 9/25/17

Pursuant to the above referenced grant agreement(s), the Authorized Signatory may assign Authorized Designees to submit materials to the Department by submitting written notice. In processing the above referenced grant(s) and related documentation, the Department will only accept materials signed by the Authorized Signatory or Designee(s). By submitting this form, the Authorized Signatory of the above referenced grant(s) is providing notice that the following person(s) be named an Authorized Designee for the above referenced grant(s). The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below.

Authorized Designee: Gina Strafford-Ahmed
Authorized Designee Title: Administrator Intake & Referral, CSBG Coordinator
Authorized Designee Phone: (630) 407-6444

Authorized Designee Signature: Signature on File
Authorized Signatory Approval: Signature on File

Authorized Designee: Lisa Hamilton
Authorized Designee Title: I&R Coordinator
Authorized Designee Phone: (630) 407-6415

Authorized Designee Signature: Signature on File
Authorized Signatory Approval: Signature on File

Authorized Designee: Michelle Tunk & Kim Mehring
Authorized Designee Title: Assistant Financial Services Administrator
Authorized Designee Phone: (630) 407-6145 or (630) 407-6165

Authorized Designee Signature: Signature on File
Authorized Designee Signature: Signature on File
Authorized Signatory Approval: Signature on File
Authorized Designee: Jennifer Pitsenbarger
Authorized Designee Title: Division I Assistant
Authorized Designee Phone: (630) 407-6421

Authorized Designee Signature: 
Authorized Signatory Approval: 

Note that the Department will continue to accept documentation submitted from all Authorized Designee(s) until notified to the contrary in writing signed by the Authorized Signatory.
GRANTOR CONTACT FOR AUDIT QUESTIONS—AUDIT UNIT

Name: James Misch
Email: externalauditunit@illinois.gov
Phone: (312) 814-4057
Fax: (312) 793-0338
Address: 100 West Randolph
Suite 3-400
Chicago, IL 60601

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Lisa Hodson
Email: Lisa.Hodson@illinois.gov
Phone: 217-785-6417
Fax#: N/A
Address: 500 E Monroe St
Springfield, IL 62701
EXHIBIT E

PERFORMANCE MEASURES

See Exhibit B.
EXHIBIT F

PERFORMANCE STANDARDS

In accordance with the performance measures set forth in Exhibit B, reimbursement will only be provided for those allowable expenditures that can be sufficiently documented.
EXHIBIT G

SPECIFIC CONDITIONS

See Attachment C. Exhibit G Continued Special Conditions.
PART TWO — THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

ARTICLE XXVII
AUTHORIZED SIGNATORY

27.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein in paragraph 1.6 or Exhibit D. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in Exhibit D. Without such notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on Exhibit D. If an Authorized Designee(s) appears on Exhibit D, 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 Agreement.

ARTICLE XXVIII
ADDITIONAL AUDIT PROVISIONS

28.1. Discretionary Audit. The Department may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor’s Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor’s Communication With Those Charged With Governance).

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

externalauditunit@illinois.gov

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

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

ARTICLE XXIX
ADDITIONAL MONITORING PROVISIONS

29.1. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.
ARTICLE XXX
ADDITIONAL INTEREST PROVISIONS

30.1. Penalty for Non-Interest Bearing Account. If Grantee is required to keep Grant Funds paid in advance of the actual expenditure of funds in an interest-bearing account pursuant to paragraph 4.6(b) of this Agreement, Grantee will be responsible for the payment of interest to Grantor at a rate equal to twelve percent (12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written approval from Grantor. Grant funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee’s discretion. Exceptions to this paragraph are not permissible without prior written approval by Grantor.

30.2. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to $500 per year may be retained by the Grantee for administrative expenses. Any additional interest earned on Grant Funds above $500 per year must be returned to the Grantor pursuant to paragraphs 4.2 and 33.2 herein, or as otherwise instructed by the Grant Manager or as set forth in PART THREE. All interest earned must be expended prior to Grant Funds. All reporting documents should reflect the full expenditure of any interest earned. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Department as described in paragraphs 4.2 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in Article XIII herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this paragraph 30.2 are inapplicable to the extent any statute or rule provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in PART THREE.

ARTICLE XXXI
ADDITIONAL BUDGET PROVISIONS

31.1. Restrictions on Discretionary Line Item Transfers. Unless set forth otherwise in PART THREE herein, Budget line item transfers within the guidelines set forth in paragraph 6.3 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 2 CFR 200.308.

ARTICLE XXXII
ADDITIONAL REPRESENTATIONS AND WARRANTIES

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

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

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

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee’s knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;

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

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

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of Federal or State antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (Federal, State or local) with commission of any of the offenses enumerated in sub-paragraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any Federal or State agency or a local government.

Any request for an exception to the provisions of this paragraph 32.1(d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee’s knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to Article XVI herein and any applicable rules.

ARTICLE XXXIII
ADDITIONAL TERMINATION, SUSPENSION AND NON-COMPLIANCE PROVISIONS

33.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to Article XVI herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement;

(b) Direct the Grantee to remit an amount equivalent to the “Net Salvage Value” of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, “Net Salvage Value” is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses; and
(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

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

33.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq. (GFRA), for the recovery of grant funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA shall apply to these proceedings. The Parties agree that Grantor’s Administrative Hearing Rules (56 Ill. Admin. Code Part 260S) shall govern these proceedings.

33.4. Grantee Responsibility. Grantee shall be held responsible for the expenditure of all funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.338 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

ARTICLE XXXIV
ADDITIONAL MODIFICATION PROVISIONS

34.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in Federal or State law or regulations applicable to this Agreement. Grantor shall initiate such modifications, and Grantee shall be required to agree to the modification in writing as a condition of continuing the Grant. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.

34.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in Articles V and VI and paragraphs 34.1 and 34.3, written notice of the proposed modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the 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 Grantor shall consider those objections when evaluating whether to follow through with the proposed modification. The Grantor’s notice to the Grantee shall contain the Grantee name, Grant number, modification number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee shall submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (Exhibits A, B and E).

34.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee’s funding allocation as additional funds become available for the Award during the program year covered by the term of this Agreement.

34.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific grant terms that the Grantor determines are necessary to place the Grantee in State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 35 of 46
administerive 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 Grantor will make no modifications of this Agreement not
agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.

34.5. **Term Extensions.** The Grantee acknowledges that all Grant Funds must be expended or legally
obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and E) must
be completed during the Grant Term set forth in paragraph 1.4 herein. Extensions of the Grant Term will be
granted only for good cause, and only in increments of six (6) months, subject to the Grantor’s discretion. Pursuant
to the Grant Funds Recovery Act (30 ILCS 705/1 et seq.), no Award may be extended in total beyond a two (2)-year
period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant
Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an
extension of the Grant Term, Grantee should submit a written request to the Grant Manager at least sixty (60)
days prior to the end of the Grant Term or extended Grant Term, as applicable, stating the reason for the
extension.

**ARTICLE XXXV**

**ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

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

35.2. **Hiring State Employees Prohibited.** No State officer or employee may be hired to perform
services under this Agreement on behalf of Grantee, or be paid with Grant Funds derived directly or indirectly
through this Award without the written approval of the Grantor.

**ARTICLE XXXVI**

**ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

36.1. **Equipment Management.** The Grantee is responsible for replacing or repairing equipment and
materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of
equipment and materials shall be investigated and fully documented, and immediately reported to the Grantor
and, where appropriate, the appropriate authorities.

**ARTICLE XXXVII**

**APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

37.1. **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 Grantor shall not be responsible for monitoring
Grantee’s compliance.

37.2. **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 Grantor identifying each beneficiary of the land trust by name and address and
defining such interest therein.
37.3. **Historic Preservation Act (20 ILCS 3420/1 et seq.)**. The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in a 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).

37.4. **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 (12) 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.

37.5. **Equal Pay Act of 2003 (820 ILCS 112 et seq.)**. If the Grantee has four (4) 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.

37.6. **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 Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).

37.7. **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 Grant Activities to be performed under this Agreement.

37.8. **Identity Protection Act (5 ILCS/179 et seq.) and Personal Information Protection Act (815 ILCS 530 et seq.).** The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.
ARTICLE XXXVIII
ADDITIONAL MISCELLANEOUS PROVISIONS

38.1. **Workers’ Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes.** The Grantee shall provide Workers’ 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.

38.2. **Required Notice.** Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (i) a Termination or Suspension (Article XVI), (b) Modifications, Management Waivers or Term Extensions (Article XXXIV) or (c) Assignments (paragraph 26.4) must be executed by the Director of the Grantor or her or his authorized designee.

38.3 **Completion of Specific Conditions.** If there are specific conditions required by this Award pursuant to 2 CFR 200.207 and paragraph 5.3 herein, once Grantee completes a specific condition, Grantor shall document the completion and notify the Grantee in writing. A formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV is not required.

ARTICLE XXXIX
ADDITIONAL REQUIRED CERTIFICATIONS

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee’s execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

39.1. **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.

39.2. **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 of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). A copy of the policies shall be provided to the Grantor upon request.

39.3. **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 Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.
39.4. **Lien Waivers.** If applicable, 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.
PART THREE – THE PROJECT-SPECIFIC TERMS

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

ARTICLE XL
REPORT DELIVERABLE SCHEDULE

40.1. **External Audit Reports.** External Audit Reports may be required. Refer to Article XV of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

40.2. **Annual Financial Reports.** Annual Financial Reports may be required. Refer to paragraph 13.3(a) of this Agreement to determine whether you are required to submit Annual Financial Reports.

40.3. **Required Periodic Reports.** Below is the required periodic reporting schedule for this grant.

April 2018
- Quarterly Periodic Financial Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager

July 2018
- Quarterly Periodic Financial Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager

October 2018
- Quarterly Periodic Financial Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager

January 2019
- Quarterly Periodic Financial Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager

March 2019
- End of grant Closeout Financial Report (03/01/2019) - Covering Period of 01/01/2018 - 12/31/2018; Send To: Grant Manager
Agreement No 18-231028

• End of grant Closeout Performance Report (03/01/2019) - Covering Period of 01/01/2018 - 12/31/2018; Send To: Grant Manager

May 2019

• Annual FY Financial Report (05/29/2019) - Covering Period of 12/01/2017 - 11/30/2018; Send To: Grant Manager

May 2020

• Annual FY Financial Report (05/28/2020) - Covering Period of 12/01/2018 - 11/30/2019; Send To: Grant Manager

40.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in Articles XIII, XIV, XV and XL unilaterally, and must obtain prior written approval from Grantor to change any reporting deadlines.

ARTICLE XLI
GRANT-SPECIFIC TERMS/CONDITIONS

41.1.

Sub-recipient(s)
The Department acknowledges and recognizes that any sub-recipient(s) named in Exhibit B will be receiving a sub-grant under this Agreement and will be performing services to further and fulfill the Scope of Work as directed by the Grantee. The Grantee acknowledges and agrees that the Grantee remains responsible for administering and fulfilling all of the terms and conditions of this Agreement. The Grantee is responsible for incorporating a copy of this Agreement into any sub-grant or contract or agreement between itself and the sub-recipient(s) and is responsible for ensuring that it and its sub-recipient(s) are in compliance of the same.

Method of Compensation
In addition to the payment methods described in Article IV, the Grant Funds will be distributed in accordance with the invoice-voucher procedures of the Office of the State Comptroller. The first payment of Grant Funds will be for program initiation and will be based on the Grantee’s reported obligation for the program’s immediate cash needs. Thereafter, the Grant Funds will be distributed for the dual purpose of covering the allowable expenditures to date, as well as, the immediate cash needs of the Grantee to operate the program. Further, costs charged under this Agreement cannot exceed the total award of this grant.

Administrative Costs
Grantee shall receive reimbursement for allowable costs under the Administration category not to exceed a total of 16% of allowable expenditures. As an example, an agency which expends 75% of the total allocation will only be allowed to spend a total of 16% of the amount of actual expenditures for administrative purposes.

Additional Budget Modifications

State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017
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Grantee expressly understands and agrees that the total available amount of this Agreement is contingent upon the Grantee's ability to spend the Grant Funds in accordance with Exhibit B contained in this Agreement. The Department reserves the right to establish an initial available funding amount based on programmatic performance in previous years.

If the Grantee has reason to believe that its costs for the grant period will exceed a budgeted line item or cost category, it must request approval from the Department in writing prior to exceeding any approved budget line item or cost category, except that the Grantee may vary budgeted line items or cost categories in accordance with the following limitations:

1. Program Support and Direct Client Assistance cost categories may vary up to 10% plus or minus the approved budget amount or $1,000, whichever is greater.
2. Administration cost category may NOT be increased.
3. Special cost categories may NOT be increased or decreased without prior written approval from the Department.

Any variance in cost categories or line items within the terms listed above shall not alter the requirement for formal modification of this Agreement when the goals, objectives and activities listed in this part are measurably changed.

Unilateral Modifications
The parties agree that Grantor may unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the grant during the program year covered by the term of this Agreement.

Travel Costs
Costs in accordance with the latest Federal domestic lodging, travel, meals and incidental rates are allowable for expenses incurred by employees who are in travel status on official business performing duties/services related to this Agreement. Grantee must retain receipts on file as source documentation for travel expenses of its employees. Information on the Federal domestic travel and per diem rates can be found at www.gsa.gov and 41 CFR Subtitle F Chapter 300-304. If the Grantee has a travel policy with a rate or rates that exceed the Federal domestic travel and per diem rates, the Grantee must submit its policy to the Department for review and approval prior to incurring any travel costs.

Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the non-Federal entity. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the non-Federal entity's non-federally-funded activities and in accordance with non-Federal entity's written travel reimbursement policies. Notwithstanding the provisions of 45 CFR 75.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or pass-through entity when they are specifically related to the Federal award.

Procurement
Grantee shall follow the procurement standards as established in 45 CFR §75.326 - §75.335.

Non-Expendable Personal Property
Grantee must not purchase non-expendable personal property costing $5,000 or more without the Department's prior approval. The Grantee agrees to comply with 45 C.F.R. 75.316-323, as applicable to its organization, in the management of property. Further, real property, equipment, and supplies includes

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INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017
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real property, equipment, and supplies acquired under this Agreement and real property, equipment, and supplies transferred to this Agreement from prior agreements. The Grantee may hold title in its name to all equipment or non-expendable tangible personal property purchased with Grant Funds for program operation subject to the following: it is understood that non-expendable personal property purchased by the Grantee with Grant Funds and non-expendable personal property received from the grantor shall not be the property of the Grantee but must be held by in trust for the benefit of the people of the State of Illinois. As such, the Grantee must not sell, abandon or otherwise dispose of such property without the prior written approval of the Department. Equipment must be used on the original project as long as needed. While being used on the original project, equipment may be made available for "shared use" with other activities, provided that use will not interfere with its use for the original project. When no longer needed for the original purpose, equipment may be used for other projects subject to the Department's written approval. The Grantee must maintain appropriate property records and annually conduct an inventory of all equipment or nonexpendable personal property purchased with Grant Funds. Within thirty (30) days of receipt of purchased equipment, an “Equipment Acquisition Form” must be completed and sent to the Department. Upon the termination of the Agreement and upon the election of the Department, the Grantee must surrender possession of such property to the Department.

Real Estate Expenditures Prohibited
Grantee agrees not to use Grant Funds for the purchase or improvement of land or the purchase, construction, or permanent improvement (other than low cost residential weatherization or other energy-related repairs as authorized by the Department) of any building or other facility.

Audits, Inspections and Record Retention.
The Grantee will as often as deemed necessary by the Department or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives, permit the Department, or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or Comptroller General of the United States, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this Grant. The Grantee shall include in all of its contracts under this Agreement a provision that the Department or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent books, documents, papers and records of any such contractor involving transactions related to the contract. The Grantee is accountable for all Grant Funds received under this Agreement and shall maintain, for a minimum of four (4) years following written approval from the Department that all disbursements of grant funds have been reviewed, considered adequate and closed by the Department.

The Grantee is accountable for all grant funds received under this Agreement and in addition to the requirements contained in Section 12.1 herein, shall maintain, until the closeout of the grant by the U.S. Department of Health and Human Services, all records that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a description of each activity undertaken
b. Records demonstrating that each activity undertaken is in compliance with the CSBG program;
c. Records required determining the eligibility of activities;
d. Records required to document the use of Grant Funds in accordance with applicable cost principles. as further described in the federal regulations;
e. Financial records as required by the applicable federal regulations..
Additional Audit Requirements
Grantee shall be subject to any and all applicable audit requirements under Subpart F of 45 CFR Part 75. For sake of clarification, the Federal Office of Management and Budget combined and streamlined OMB circular A-133 into the Uniform Requirements.

Further, the Department reserves the right to conduct limited scope audits, at any time, of any Grant Funds expended under this Agreement or of the Grantee’s agency-wide financial statements. The Department must have the right to examine corporate books and records which may be necessary to test the allocation equity of Grant Funds and to determine the ability of the Grantee to safeguard the Grant Funds. The Grantee must fully cooperate, in a timely manner, in preparing for and conducting the audit and in the resolution of audit findings.

Additional Reporting Requirements
In addition to the reporting requirements set forth in Article 40.3, the Grantee must provide the following reports to the Department:

1. For each grant, a certified cost report must be submitted via the GRS Fiscal electronic reporting system prior to submitting a request for Grant Funds.
2. Quarterly programmatic reports which include board membership reports, board minutes, services report, demographics report, revolving loan fund reconciliation and any other report as required by the Department.
3. Annual scholarship report
4. An Annual Report which contains information based on agency wide activities in a format prescribed by the Department.
5. Any additional reports required by the Department as a result of a corrective action or quality improvement plan

Monitoring and Evaluation Requirements
The Department will periodically monitor and evaluate the Grantee’s performance under this Agreement for compliance with federal regulations, state administrative rules, statutes, and programmatic guidelines and all covenants under this Agreement. The grant will be evaluated to gauge its impact upon the low-income community and to determine the effective and efficient utilization of Grant Funds. Evaluations will occur both during the performance of the scope of work and after completion.

Grantee performance will be measured in part on the effective use of a Result Oriented Management and Accountability ("ROMA") system pursuant to the CSBG Act, specifically 42 U.S.C.A. §9908 and §9917(b). In addition, Grantee will be evaluated based on compliance with "Organizational Standards for CSBG Eligible Entities" established under 678B of the CSBG Act (42 U.S.C. §9914) and the Community Services Block Grant Information Memorandum Transmittal No. 138.

Board Requirements
This Agreement is conditionally approved pending verification that the tripartite board requirement has been met (42 U.S.C.A. §9910). In the event that the Grantee fails to fulfill the tripartite board requirement, on a calendar quarterly basis, the Department shall monitor and evaluate the Grantee’s progress in becoming compliant with this requirement. The Grantee’s failure to become compliant could be considered a default under this Agreement and the Grant Funds would become subject to recovery.

CSBG Revolving Loan Program
The CSBG Revolving Loan Program has been suspended. Grantee agrees that grant funds under this Agreement must not be used for any new loans

Publication, Reproduction and Use of Material
No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Department shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under the Agreement.

Any publication produced as a result of or with funding under this Grant shall contain the following language on its title page: “This project was conducted with funds provided under the Community Services Block Grant Program administered by the Illinois Department of Commerce and Economic Opportunity and it does not necessarily represent, in whole or in part, the viewpoint of the Illinois Department of Commerce and Economic Opportunity.”

Debarment
In addition to Article 8.1(k), Grantee must certify that all current and prospective employees, contractors and subcontractors are in “good standing” prior to engaging their services under this Agreement and must certify such “good standing” status at least annually thereafter.

Bond and Depository Insurance Requirements
Grantee must provide bonding for every officer, director or employee who handles Grant Funds under this Agreement. The amount of coverage must be the higher of $100,000 or the highest cash draw during the term of the Agreement.

Grantee must place Grant Funds in insured accounts whenever possible. In the event Grant deposits exceed insured limits, the Grantee must require the Depository to pledge securities sufficient to cover the uninsured exposure.

No Discrimination in Services
Grantee must comply with:

A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and must immediately take any measures necessary to effectuate this assurance.

B. Section 2606(a) of the Omnibus Budget Reconciliation Act of 1981 provides that:

No person shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 also shall apply to any such program or activity.

Fraud and/or Abuse
Grantee shall report in writing to the State’s Office of Executive Inspector General (“OEIG”) any suspected fraud, abuse or misconduct associated with any service or function provided for under this contract by any parties directly or indirectly affiliated with this Agreement including but not limited to, Grantee staff, Grantee sub-contractor, Department employee or Department contractor. Grantee shall make this report within three (3) days of first suspecting fraud, abuse or misconduct. Grantee shall not conduct any investigation of the suspected fraud, abuse or misconduct without the express concurrence of the OEIG; the foregoing notwithstanding, the Grantee may conduct and continue investigations necessary to determine whether reporting is required under this paragraph. Grantee must report to OEIG as described.
in the first sentence above. Grantee shall cooperate with all investigations of suspected fraud, abuse or misconduct reported pursuant to this paragraph. Grantee shall require adherence with these requirements in any contracts it enters into with sub-contractors. Nothing in this paragraph precludes the Grantee or sub-contractors from establishing measures to maintain quality of services and control costs that are consistent with their usual business practices, conducting themselves in accordance with their respective legal or contractual obligations or taking internal personnel-related actions.

**Political Activity**

Programs assisted by CSBG Grant Funds shall not be carried out in a manner involving the use of grant funds for any political activity. The provision of services, or the employment or assignment of personnel in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan political activity is considered an unallowable activity. Any political activity associated with a candidate, or contending faction or group, in an election for public or party office is also not an allowable expense. In addition, any activity to provide voters or prospective voters with transportation to the polls or similar assistance with any such election, or any voter registration activity is unallowable.
Attachment A. CSBG Work Program Summary
Outreach Community Ministries (Sub-grantee) will operate an Employment Opportunity Program for economically disadvantaged youth and young adults who are not attending school and need to develop their job skills to attain employment.

<table>
<thead>
<tr>
<th>Persons: 11</th>
<th>Outcome Target: 17</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSBG Goal #: 01</td>
<td></td>
</tr>
</tbody>
</table>

**Outcome Measure(s):**
- 01.01 Unemployed youth who obtained employment to gain skills or income.
- 02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma
- 03.08 Individuals engaged with the Community Action Agency who report improved financial well-being
- 05.04 Individuals who improved skills related to the adult role of parents/caregivers

**Program Support** $0.00  | **Client Assistance** $0.00  | **Administration** $500.00  | **Special** $45,000.00  | **Total** $45,500.00

**01.021 Career Counseling (1)**

DuPage County workNet/WIOA will assist CSBG eligible residents with CNC Computer training, Truck Driving Certification, Welding training, Healthcare training or other in demand employment training certification via WIOA (DuPage workNet).

<table>
<thead>
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<th>Persons: 9</th>
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</thead>
<tbody>
<tr>
<td>CSBG Goal #: 01</td>
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</tr>
</tbody>
</table>

**Outcome Measure(s):**
- 01.05 Unemployed adults who obtained employment (with a living wage or higher)
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
- 03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

**Program Support** $0.00  | **Client Assistance** $0.00  | **Administration** $500.00  | **Special** $75,000.00  | **Total** $75,500.00

**01.031 Job Search (1)**

360 Youth Services (Sub-grantee) will assist homeless youth with attaining their GED's, job skills, transportation, employment and stable housing.

<table>
<thead>
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<th>Persons: 24</th>
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</thead>
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<tr>
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**Outcome Measure(s):**
- 01.01 Unemployed youth who obtained employment to gain skills or income.
- 02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being
05.03 Individuals who demonstrated improved mental and behaviora

<table>
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<tr>
<th>Program Support</th>
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<td>$27,500.00</td>
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Education and Cognitive Development
02.06 1 Educational Financial Aid Assistance (1)
DuPage County Department of Community Services Intake and Referral unit will provide scholarships to CSBG eligible persons for post-secondary education.

Persons: 6
Outcome Target: 6
CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

Outcome Measure(s):
02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
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<tr>
<td>$14,782.00</td>
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Income, Infrastructure, and Asset Building
03.011 Training and Counseling Services (1)
The H.O.M.E. DuPage, Inc.(Sub-grantee) will provide financial literacy workshops, budgeting seminars, financial counseling, income management skills, and credit repair to CSBG eligible clients.

Persons: 60
Outcome Target: 65
CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

Outcome Measure(s):
03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days
03.03 Individuals who opened a savings account or IDA
03.04 Individuals who increased their savings
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
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Housing
04.011 Housing Payment Assistance (1)
DuPage County Department of Community Services Housing Support unit will provide CSBG eligible clients with funding to prevent homelessness via rent assistance, association fee assistance or mortgage assistance.

Persons: 15
Outcome Target: 20
CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.
**Outcome Measure(s):**
04.01 Households experiencing homelessness who obtained safe temporary shelter

**Program Support:**
- $112,922.00

**Client Assistance:**
- $15,000.00

**Administration:**
- $3,500.00

**Special:**
- $0.00

**Total:**
- $131,422.00

**Catholic Charities Hope House** (Sub-grantee) will provide emergency shelter, counseling, job coaching and housing assistance to homeless individuals and families. Hope House will be open, 24 hours, 7 days a week.

**Persons:** 80

**Outcome Target:** 80

**CSBG Goal #:** 01

**Outcome Measure(s):**
04.05 Households who avoided eviction

**Program Support:**
- $3,000.00

**Client Assistance:**
- $0.00

**Administration:**
- $0.00

**Total:**
- $3,000.00

**Midwest Shelter for Homeless Veterans** (Sub-Grantee) will provide homeless veterans with post-traumatic stress disorder and/or substance abuse history temporary housing and supportive services to help obtain permanent housing and become economically secure.

**Persons:** 9

**Outcome Target:** 9

**CSBG Goal #:** 01

**Outcome Measure(s):**
04.06 Households who avoided foreclosure

**Program Support:**
- $20,000.00

**Client Assistance:**
- $0.00

**Administration:**
- $1,500.00

**Special:**
- $0.00

**Total:**
- $21,500.00

**DuPage County Health Department and DuPage County Department of Community Services Intake and Referral unit** will provide assistance with prescriptions, medical supplies, dental treatment/fees, and or medical fees for CSBG eligible clients who are uninsured or lack comprehensive insurance coverage. Will also provide access to health care by assisting eligible clients in completing application for Access DuPage, ACA/Marketplace and Medicaid/Medicare.

**Persons:** 300

**Outcome Target:** 301

**CSBG Goal #:** 01

**Outcome Measure(s):**
05.01 Individuals who demonstrated improved mental and behavioral health and well-being

**Program Support:**
- $62,000.00

**Client Assistance:**
- $500.00

**Administration:**
- $5,050.00

**Special:**
- $0.00

**Total:**
- $67,550.00

**Health and Social/Behavioral Development (Includes nutrition)**

**Total Persons:** 2,980

**Total Outcome:** 2,981

**05.061 Dental Services, Screenings and Exams (1)**

DuPage County Health Department and DuPage County Department of Community Services Intake and Referral unit will provide assistance with prescriptions, medical supplies, dental treatment/fees, and or medical fees for CSBG eligible clients who are uninsured or lack comprehensive insurance coverage. Will also provide access to health care by assisting eligible clients in completing application for Access DuPage, ACA/Marketplace and Medicaid/Medicare.
Loaves & Fishes, People's Resource Center and West Suburban Community Pantry (Sub-grantees) will provide food, laundry, personal care and paper products to households in need. These three food pantries serve all residents of the County and each will receive $10,000 to provide these items to our residents: People's Resource Center Food Pantry 1000 families, West Suburban Community Pantry 600 families, and Loaves and Fishes Pantry 1000 families. West Suburban Community Pantry will receive $4000 to provide 80 eligible households with car seats or booster seats.

<table>
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<td>Outcome Target</td>
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</table>

Outcome Measure(s):
- 05.02 Individuals who demonstrated improved physical health and well-being
- 05.04 Individuals who improved skills related to the adult role of parents/caregivers

<table>
<thead>
<tr>
<th>Program Support</th>
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<tr>
<td>Total Persons</td>
</tr>
<tr>
<td>Total Outcome</td>
</tr>
</tbody>
</table>

07.011 Case Management (1)

DuPage County Department of Community Services Housing and Self-Sufficiency unit will move participants away from crisis and towards self-sufficiency by providing case management, counseling, referrals and financial assistance.

<table>
<thead>
<tr>
<th>Persons</th>
<th>70</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outcome Target</td>
<td>120</td>
</tr>
<tr>
<td>CSBG Goal #</td>
<td>01</td>
</tr>
</tbody>
</table>

Outcome Measure(s):
- 01.02 Unemployed adults who obtained employment (up to a living wage)
- 01.08 Employed participants in a career advancement related program who entered or transitioned into a position that provided increased income and/or benefits
- 02.05 Parents/caregivers who improved their home environments
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
- 03.08 Individuals engaged with the Community Action A

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$75,000.00</td>
<td>$12,500.00</td>
<td>$3,500.00</td>
<td>$0.00</td>
<td>$91,000.00</td>
</tr>
</tbody>
</table>

07.031 Referrals (1)

DuPage County Department of Community Services Intake and Referral unit will provide comprehensive assessment, intake, information, advocacy, and referral services to CSBG eligible clients.

<table>
<thead>
<tr>
<th>Persons</th>
<th>4800</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outcome Target</td>
<td>4800</td>
</tr>
<tr>
<td>CSBG Goal #</td>
<td>01</td>
</tr>
</tbody>
</table>

Outcome Measure(s):
- 06.01.C Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$261,588.00</td>
<td>$0.00</td>
<td>$1,750.00</td>
<td>$0.00</td>
<td>$263,338.00</td>
</tr>
</tbody>
</table>
Prairie State Legal Services (Sub-grantee) will provide legal assistance to homeless individuals and families to facilitate their transition to self-sufficiency and to better enable them to secure housing.

**Persons:** 25  
**Outcome Target:** 25  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**
- 06.01.C Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$20,000.00</td>
<td>$0.00</td>
<td>$500.00</td>
<td>$0.00</td>
<td>$20,500.00</td>
</tr>
</tbody>
</table>

**07.111 Emergency Clothing Assistance (1)**

DuPage County Department of Community Services will provide assistance to clients in need of essential items and or services such as food, gas, clothing and furniture.

**Persons:** 400  
**Outcome Target:** 400  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**
- 03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$112,988.00</td>
<td>$1,250.00</td>
<td>$3,500.00</td>
<td>$0.00</td>
<td>$117,738.00</td>
</tr>
</tbody>
</table>

**07.121 Mediation/Customer Advocacy Interventions (1)**

DuPage Federation on Human Services Reform Open Door Program (sub-grantee) will provide emergency assistance for clients in need of essential items and or services such as housing, food, clothing, medical expenses, case management, advocacy, and initial employment expenses.

**Persons:** 120  
**Outcome Target:** 120  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**
- 03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
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</thead>
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<tr>
<td>$15,000.00</td>
<td>$0.00</td>
<td>$1,000.00</td>
<td>$0.00</td>
<td>$16,000.00</td>
</tr>
</tbody>
</table>

**Agency Capacity Building**

**Total Persons:** 3  
**Total Outcome:** 3

**09.011 Agency Capacity Building Activities (1)**

DuPage County Department of Community Services needs to increase agency capacity building, planning and certifications/training to achieve CSBG Standards. Planning, coordination, research and training is needed to maintain CSBG Organizational Standards compliance.

**Persons:** 3  
**Outcome Target:** 3  
**CSBG Goal #:** 00  
**CSBG Goal:** CSBG Eligible Entity Capacity Building
**Outcome Measure(s):**
00.02 Hours of Agency Staff in capacity building activities

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 9,000.00</td>
<td>$ 9,000.00</td>
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</table>

**Grant 18-231028 Work Program Totals**

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 843,165.00</td>
<td>$ 35,250.00</td>
<td>$ 32,300.00</td>
<td>$ 129,000.00</td>
<td>$ 1,039,715.00</td>
</tr>
</tbody>
</table>
Attachment B. Uniform Grant Budget
State of Illinois

UNIFORM GRANT BUDGET TEMPLATE

Agency: Illinois Department of Commerce and Economic Opportunity

Grantee: DuPage County

NOFO Number: I I

CSFA Description:

<table>
<thead>
<tr>
<th>Section A: State of Illinois Funds</th>
<th>Summary</th>
<th>Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State of Illinois Grant Amount Requested</td>
<td>$1,039,715.00</td>
<td></td>
</tr>
<tr>
<td><strong>Budget Expenditure Categories</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Personnel (200.430)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0101 PERSONNEL (SALARIES &amp; WAGES)</td>
<td>$402,547.00</td>
<td>$402,547.00</td>
</tr>
<tr>
<td>2. Fringe Benefits (200.431)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0102 FRINGE BENEFITS</td>
<td>$146,773.00</td>
<td>$146,773.00</td>
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<tr>
<td>3. Travel (200.474)</td>
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</tr>
<tr>
<td>0103 TRAVEL</td>
<td>$6,300.00</td>
<td>$6,300.00</td>
</tr>
<tr>
<td>4. Equipment (200.439)</td>
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<td></td>
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<tr>
<td>5. Supplies (200.94)</td>
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<tr>
<td>0105 SUPPLIES</td>
<td>$2,760.00</td>
<td>$2,760.00</td>
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<tr>
<td>6. Contractual/Subawards (200.318 and .92)</td>
<td>$270,385.00</td>
<td>$270,385.00</td>
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<tr>
<td>0106 CONTRACTUAL SERVICES</td>
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<td></td>
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<tr>
<td>7. Consultant (200.459)</td>
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</tr>
<tr>
<td>8. Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Occupancy (200.465)</td>
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<td></td>
</tr>
<tr>
<td>10. Research and Development (200.87)</td>
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<td></td>
</tr>
<tr>
<td>11. Telecommunications</td>
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<td></td>
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<tr>
<td>0111 TELECOMMUNICATIONS</td>
<td>$1,700.00</td>
<td>$1,700.00</td>
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<tr>
<td>12. Training and Education (200.472)</td>
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<tr>
<td>0112 TRAINING AND EDUCATION</td>
<td>$4,800.00</td>
<td>$4,800.00</td>
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<tr>
<td>13. Direct Administrative Costs (200.413)</td>
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</tr>
<tr>
<td>0313 DIRECT ADMINISTRATIVE COSTS</td>
<td>$32,300.00</td>
<td>$32,300.00</td>
</tr>
<tr>
<td>14. Miscellaneous Costs</td>
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<td></td>
</tr>
<tr>
<td>0114 MISCELLANEOUS COSTS</td>
<td>$7,900.00</td>
<td>$7,900.00</td>
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<tr>
<td>15. Grant Exclusive Line Item(s)</td>
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</tr>
<tr>
<td>0201 CLIENT ASSIST. - BENEFITS</td>
<td>$164,250.00</td>
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</tr>
<tr>
<td>0402 SPECIAL - T&amp;TA</td>
<td>$9,000.00</td>
<td></td>
</tr>
<tr>
<td>0403 SPECIAL - ECON DEV/JOB TRAIN</td>
<td></td>
<td>$120,000.00</td>
</tr>
<tr>
<td>16. Total Direct Costs (add lines 1-15)</td>
<td>$1,039,715.00</td>
<td>$1,039,715.00</td>
</tr>
<tr>
<td>17. Total Indirect Costs (200.414)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rate: N/A %</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Base: N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18. Total Costs State Grant Funds (Lines 16 and 17)</td>
<td>$1,039,715.00</td>
<td>$1,039,715.00</td>
</tr>
</tbody>
</table>
Grantee: DuPage County

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

Select ONLY One:

1) □ Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.

2a) □ Our Organization currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendix IV(c)(2)(c).

2b) □ Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.

3) □ Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CFR 200.414 (C)(4)(f) and 200.68.

4) □ For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
   □ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
   □ complies with other statutory policies.

5) □ No reimbursement of Indirect Cost is being requested.

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

<table>
<thead>
<tr>
<th>Period Covered By NICRA: From:</th>
<th>To:</th>
<th>Approving Federal or State Agency:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Indirect Cost Rate:</th>
<th>The Distribution Base Is:</th>
</tr>
</thead>
</table>

Rate: %
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization: DuPage County
Signature: ____________________
Printed Name: MARY A. KEATING
Title: Director
Phone: (630) 407-6457
Date: 1/17/18

Note: The State Awarding Agency may change required signers based on the grantees organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.
<table>
<thead>
<tr>
<th>Agency Approval</th>
<th>STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE</th>
<th>AGENCY: Commerce &amp; Econ. Opportunity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organization Name: DuPage</td>
<td>CSFA Description: Community Services Block Grant</td>
<td>NOFO #</td>
</tr>
<tr>
<td>CSFA Number: 420-75-0091</td>
<td>DUNS#</td>
<td>Fiscal Year(s): 2018</td>
</tr>
<tr>
<td>Grant Number 18-231028</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Final Budget Amount Approved**

<table>
<thead>
<tr>
<th>Program Approval Signature</th>
<th>Date</th>
<th>Fiscal &amp; Administrative Approval Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature on File</td>
<td>1/2/18</td>
<td>Signature on File</td>
<td>1/2/18</td>
</tr>
</tbody>
</table>

**Budget Revision Approved**

<table>
<thead>
<tr>
<th>Program Approval Signature</th>
<th>Date</th>
<th>Fiscal &amp; Administrative Approval Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

$200,308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.
Attachment C. Exhibit H Continued

Special Conditions
The grantee indicated that more than 20% of their Community Service Block Grant (CSBG) award is subcontracted to another entity. Along with that, the subcontracted entity performs programmatic responsibilities such as participant eligibility determination, performance reporting, and "program delivery, and financial reporting. Eligibility includes but is not limited to; intake and determination of eligibility of applicants applying for CSBG services. Performance reporting includes but is not limited to; the reporting of progress toward completion of the CSBG work program to meet scope and performance measures. Program delivery may include, but is not limited to; subcontracted intake and approval, provisions of services based on the work program definitions. Financial reporting includes but is not limited to; maintain audit trail and process any and all financial transaction required for the work program. Provide details regarding financial for the work program to meet performance measures defined within the work program.

The grantee must demonstrate adequate oversight and monitoring of sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract(s).

Medium to high risk indicates limited experience with sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract awards. This increases the likelihood of compliance and/or performance issues with the third-party entity.

The grantee must also provide documented proof of onsite monitoring and audits efforts performed to ensure that the subcontracted entity is compliant with the conditions of the contract and all programmatic requirements.

The grantee must provide activity reports for the sub-grantee as an addendum to the programmatic quarterly report. Documentation of onsite monitoring must be made available upon request. The reports are due 30 days after the end of each quarter.
Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 1/24/18

Bid/Contract/PO #: 

Company Name: 360 Youth Services
Company Contact: Deborah Robertson
Contact Phone: 630-717-9408 Ext 1148
Contact Email: drobertson@360youthservices.org

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

**NONE (check here) - If no contributions have been made**

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

**NONE (check here) - If no contacts have been made**

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature: [Signature]

Printed Name: [Name]
Title: Executive Director
Date: 1/24/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page ______ of ________ (total number of pages)
Other Action Item
17-18-265

<table>
<thead>
<tr>
<th>Request Date:</th>
<th>2/9/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Code:</td>
<td>5000-1650</td>
</tr>
</tbody>
</table>

Purpose of Trip: (explain fully the necessity of making the trip)
To attend the 2018 IACAA Annual Learning Conference

<table>
<thead>
<tr>
<th>Destination:</th>
<th>Springfield, IL</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date of Departure:</th>
<th>5/6/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Return Arrival:</td>
<td>5/8/2018</td>
</tr>
</tbody>
</table>

(Please include a detailed explanation if different from official business dates)

Please indicate the estimated amount for each applicable expense.

<table>
<thead>
<tr>
<th>Expense Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration</td>
<td>$400.00</td>
</tr>
<tr>
<td>Transportation</td>
<td>0</td>
</tr>
<tr>
<td>Lodging</td>
<td>$268.94</td>
</tr>
<tr>
<td>Rental Car</td>
<td>0</td>
</tr>
<tr>
<td>Miscellaneous Expenses (parking, mileage, etc.)</td>
<td>$220.00</td>
</tr>
<tr>
<td>Reference Materials</td>
<td>0</td>
</tr>
<tr>
<td>Meals: (Per Diems)</td>
<td>$125.00</td>
</tr>
<tr>
<td>Total</td>
<td>$1,013.94</td>
</tr>
</tbody>
</table>

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

____________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
AWARDING RESOLUTION
ISSUED TO ARAMARK CORRECTIONAL SERVICES
TO PROVIDE INMATE AND OFFICER MEALS IN THE JAIL
(CONTRACT TOTAL AMOUNT $646,936.95)

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

WHEREAS, the Judicial Public Safety Committee recommends County Board approval for the issuance of a contract purchase order to Aramark Correctional Services to provide inmate and officer meals in the jail.

NOW, THEREFORE BE IT RESOLVED, that requisition covering said, to provide inmate and officer meals in the Jail, for the period of March 1, 2018 to February 28, 2019, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Aramark Correctional Services LLC, 2300 Warrenville Rd, Downers Grove, IL 60515, for a contract total amount of $646,936.95.

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ________________________________
PAUL HINDS, COUNTY CLERK
Requisition 25k and over
JPS-P-0052-18

PROCUREMENT REVIEW CHECKLIST
REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
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</thead>
<tbody>
<tr>
<td>January 31, 2018</td>
<td>$646,936.95</td>
<td>3/1/18-2/28/19</td>
<td>SHERIFF'S OFFICE</td>
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</table>

SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Other Than Lowest Responsive, Responsible Solicitation

- Bernadette Mason  
  Completed 02/07/2018 11:34 AM
- Colleen Zbilski  
  Completed 02/07/2018 11:55 AM
- Kathy Ostrowski  
  Completed 02/08/2018 4:06 PM
- James McGuire  
  Completed 02/12/2018 4:03 PM
- Paul Rafac  
  Completed 02/13/2018 7:43 AM
- Tom Cuculich  
  Completed 02/13/2018 2:46 PM
- Kathy Ostrowski  
  Completed 02/15/2018 9:05 AM
- Judicial/Public Safety Committee  
  Completed 02/20/2018 8:15 AM
- Finance Committee  
  Pending 02/27/2018 8:00 AM
- County Board  
  Completed 02/27/2018 10:00 AM
# Purchase Requisition

**Procurement Services Division**

<table>
<thead>
<tr>
<th>Send Purchase Order To:</th>
<th>Send Invoiced To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor: Aramark Correctional Services</td>
<td>Dept: DuPage County Sheriff's Office</td>
</tr>
<tr>
<td>Vendor #: 10254</td>
<td>Division: Budget</td>
</tr>
<tr>
<td>Attn: Chris Rady Email: <a href="mailto:rady-chris@aramark.com">rady-chris@aramark.com</a></td>
<td>Attn: Colleen Zbilski Email: <a href="mailto:colleen.zbilski@dupagesheriff.org">colleen.zbilski@dupagesheriff.org</a></td>
</tr>
<tr>
<td>Address: 2300 Warrenville Road</td>
<td>Address: 501 N County Farm Rd</td>
</tr>
<tr>
<td>City: Downers Grove State: IL Zip: 60515</td>
<td>City: Wheaton State: IL Zip: 60187</td>
</tr>
<tr>
<td>Phone: 847-736-1146 Fax: 630-271-5758</td>
<td>Phone: 630-407-2122 Fax:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Send Payments To:</th>
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</thead>
<tbody>
<tr>
<td>Vendor: Aramark Correctional Services</td>
<td>Dept: DuPage County Sheriff's Office</td>
</tr>
<tr>
<td>Vendor #: 10254</td>
<td>Division: Corrections Bureau</td>
</tr>
<tr>
<td>Attn: Chris Rady Email: <a href="mailto:rady-chris@aramark.com">rady-chris@aramark.com</a></td>
<td>Attn: Lt. Colin Cantwell Email: <a href="mailto:colin.cantwell@dupagesheriff.org">colin.cantwell@dupagesheriff.org</a></td>
</tr>
<tr>
<td>Address: 2300 Warrenville Road</td>
<td>Address: 501 N County Farm Rd</td>
</tr>
<tr>
<td>City: Downers Grove State: IL Zip: 60515</td>
<td>City: Wheaton State: IL Zip: 60187</td>
</tr>
<tr>
<td>Phone: 847-736-1146 Fax: 630-271-5758</td>
<td>Phone: 630-407-2030 Fax:</td>
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</table>

<table>
<thead>
<tr>
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<th>Requisitioner</th>
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<tbody>
<tr>
<td>PER 50 ILCS 505/1</td>
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<table>
<thead>
<tr>
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<td>2/28/19</td>
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<tr>
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<table>
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<th>Item Detail (Product #)</th>
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<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Food Service for Dupage Co. Jail</td>
<td>18</td>
<td>1000</td>
<td>4410</td>
<td>52210</td>
<td></td>
<td></td>
<td>646,936.95</td>
<td>646,936.95</td>
</tr>
</tbody>
</table>

**Requisition Total**: $646,936.95

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

This contract purchase order covers inmate and officer meals for a period of one year. The per meal price is $0.902 cents. This contract begins on March 1, 2018 and expires on February 28, 2019. Bid #17-194-GV.

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
Procurement Review Checklist

Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: Aramark Correctional Services LLC
Vendor #: 10254
Contract Term: 03/01/2018-02/28/2019
Contract Total: $646,936.95

Dept: Sheriff's Office / Jail
Contact: Lt. Colin Cantwell
Phone: 630-407-2050
Assigned Committee: JPS

Description of Procurement/Scope of Work/Background:
This contract purchase order covers inmate and officer meals for a period of one year. This is the initial (year one) of food service provider agreement bid #17-194-GV

Reason for Procurement:
The Sheriff's Office requirement to provide food to inmates in custody of the jail

FUNDING SOURCE
☐ Procurement budgeted for (FY and budget code): FY18 1000-4410-52210
☐ Budget Transfer (Date) ____________________________ Add'l Information ____________________________

DECISION MEMO NOT REQUIRED
☐ LOWEST RESPONSIBLE QUOTE # or BID # 17-194-GV (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
☐ RENEWAL, Enter Bid and/or PO# ____________________________ ☐ Intergovernmental Agreement
☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
☐ PER SS ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
☐ PER SS ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

☐ EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES
☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________________________ (Include Evaluation Summary if applicable)
☐ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
☐ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
☐ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
☐ OTHER THAN LOWEST RESPONSIBLE, BID # 17-194-GV

BASIS OF DECISION MEMO (attach Decision Memo)

PREPARED BY AND APPROVAL(S) (Initials Only)

Lt. C. Cantwell ____________________________ Jan 23, 2018
Prepared By ____________________________ Date ____________________________
Chief A. Romanelli ____________________________ 1/28/18
Recommended for Approval ____________________________ Date ____________________________
IT Approval, if required ____________________________ Date ____________________________

REVIEWED BY (Initials Only)

Buyer 2/12/18 Procurement Officer 2-12-18
Date ____________________________ Date ____________________________
Chief Financial Officer (Decision Memos Over $25,000) 2-13-18 Chairman's Office 2-13-18
Date ____________________________ Date ____________________________
**Decision Memo**

Procurment Services Division

This form is required for all Professional Service (3090) Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

<table>
<thead>
<tr>
<th>Requesting Department: Sheriff</th>
<th>Department Contact: Lt. Colin Cantwell</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:colin.cantwell@dupagesheriff.org">colin.cantwell@dupagesheriff.org</a></td>
<td>Contact Phone: 630-407-2050</td>
</tr>
<tr>
<td>Vendor Name: Aramark Correctional Services LLC</td>
<td>Vendor #: 10254</td>
</tr>
</tbody>
</table>

**Action Requested** - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Approval of new food service contract for the DuPage County Jail for $646,936.95.

**Summary Explanation/Background** - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

This purchase order is necessary to fulfill the sheriff's obligation to provide food to inmates in the custody of the jail.

**Strategic Impact**

<table>
<thead>
<tr>
<th>Quality of Life</th>
<th>Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.</th>
</tr>
</thead>
</table>

It is recommended to approve this purchase order due to the necessity of the DuPage County Sheriff's Office to provide meals to the inmates in the custody of the jail.

**Source Selection/Vetting Information** - Describe method used to select source.

This food service provider agreement was sent out as bid #17-194-GV. Six different, dietitian certified menus were presented for each participating company to provide a bid. Only Aramark provided a bid response, and they bid on all six menu's. Of the 6 menus, we chose menu #4 as it is the most comparable to our current menu in price as well as content.

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

It is the Sheriff's Office recommendation to approve the purchase order for Aramark menu #4. The content of this menu will provide continuity of the quality of food served to the inmates in the DuPage County Jail. This is important for the orderly operation of the jail, to reduce the number of inmate grievances, as well as to meet the jail accreditation standards. The price per meal of menu #4 is $0.902 which is an minimal increase form FY2017 rate of $0.889 per meal. The proposed amount will be within our proposed budget amount.

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

The time period of this agreement is March 1, 2018 through February 28, 2019. This agreement is paid out of the 100-4410-52210
BID #17-194-GV  
FOOD SERVICE FOR THE DU PAGE COUNTY JAIL  
STEP 2 PRICING OPENING DATE: 1/17/18  
1:00 P.M.

This Solicitation required attendance at both a MANDATORY Pre-Proposal Conference and Site Visitation.

<table>
<thead>
<tr>
<th>RESPONSIBLE BIDDER</th>
<th>MENU 1</th>
<th>MENU 2</th>
<th>MENU 3</th>
<th>MENU 4</th>
<th>MENU 5</th>
<th>MENU 6</th>
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</thead>
<tbody>
<tr>
<td>ARAMARK CORRECTIONAL SERVICES, LLC</td>
<td>$692,122.13</td>
<td>$667,736.48</td>
<td>$709,335.53</td>
<td>$646,836.95</td>
<td>$620,399.63</td>
<td>$594,579.53*</td>
</tr>
</tbody>
</table>

*CORRECTED TOTAL

NON-RESPONSIBLE BIDS:

NO BID RESPONSES:

BID OPENING ATTENDED BY:

Glenda Vasak, DuPage County Buyer  
Larry Gammel, DuPage County Buyer  
Jim McGuire, Procurement Officer  
Larry Bearden, Aramark Correctional Services

<table>
<thead>
<tr>
<th>INVITATIONS SENT</th>
<th>POTENTIAL BIDDERS REQUESTING BID DOCUMENTS</th>
<th>TOTAL STEP 1 BID RESPONSES APPROVED VENDORS</th>
<th>TOTAL STEP 2 BID RESPONSES RECEIVED</th>
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</thead>
<tbody>
<tr>
<td>2</td>
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<td>2</td>
<td>1</td>
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</tbody>
</table>

Packet Pg. 1042
<table>
<thead>
<tr>
<th>MENUS</th>
<th>MEAL QTY</th>
<th>PRICE PER MEAL</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>MENU 1</td>
<td>717,225</td>
<td>$0.965</td>
<td>$692,122.13</td>
</tr>
<tr>
<td>MENU 2</td>
<td>717,225</td>
<td>$0.931</td>
<td>$667,736.48</td>
</tr>
<tr>
<td>MENU 3</td>
<td>717,225</td>
<td>$0.989</td>
<td>$709,335.53</td>
</tr>
<tr>
<td>MENU 4</td>
<td>717,225</td>
<td>$0.902</td>
<td>$646,936.95</td>
</tr>
<tr>
<td>MENU 5</td>
<td>717,225</td>
<td>$0.865</td>
<td>$620,399.63</td>
</tr>
<tr>
<td>MENU 6</td>
<td>717,225</td>
<td>$0.829</td>
<td>$594,579.53</td>
</tr>
</tbody>
</table>
COUNTY OF DU PAGE, ILLINOIS

Required Vendor Ethics Disclosure Statement
Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Aramark Correctional Services, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone:</td>
<td>1-800-777-7090</td>
</tr>
<tr>
<td></td>
<td>Tim Bartrum <a href="mailto:bartrum-lm@aramark.com">bartrum-lm@aramark.com</a></td>
</tr>
</tbody>
</table>

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions

<table>
<thead>
<tr>
<th>Add. Line</th>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Add. Line</th>
<th>Recipient</th>
<th>Description (in relation to the contract or bid)</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Lobbies, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid</td>
<td>Rod Hinds</td>
<td>765-509-0276</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Larry Bearden</td>
<td>630-215-5430</td>
</tr>
</tbody>
</table>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature: Tim Bartrum
Printed Name: Tim Bartrum
Title: Vice President Business Development
Date: 1-30-18

Attach additional sheets if necessary. Sign each sheet and number each page. Page 32 of (total number of pages)
AWARDING RESOLUTION
ISSUED TO BUSINESS IT SOURCE FOR IBM
SOFTWARE SUBSCRIPTION AND SUPPORT RENEWAL
FOR AN APPLICATION SYSTEM
(CONTRACT TOTAL AMOUNT: $83,896.91)

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

WHEREAS, the Judicial Public Safety Committee recommends County Board approval for the payment of invoice 141928 for IBM software subscription and support renewal to Business IT Source, for the period of April 1, 2018 to March 31, 2019 for the Office of the Circuit Court Clerk.

NOW, THEREFORE BE IT RESOLVED, that County requisition, covering said, to provide IBM software subscription and support renewal for an application system for the period of April 1, 2018 to March 31, 2019, for the Office of the Circuit Court Clerk, be, and it is hereby approved for issuance of a Contract by the Procurement Division to Business IT Source, 954 Corporate Woods Pkwy, Vernon Hills IL 60061, for a contract total amount of $83,896.91.

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Requisition 25k and over
JPS-P-0053-18

PROCUREMENT REVIEW CHECKLIST
REQUISITION
This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE SUBMITTED</td>
</tr>
<tr>
<td>February 2, 2018</td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

No Decision Memo Required  Per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bidding

- Bernadette Mason  Completed  02/02/2018 1:55 PM
- Kathy Ostrowski  Completed  02/12/2018 8:33 AM
- Wendi Wagner  Completed  02/12/2018 9:26 AM
- Donald Carlsen  Completed  02/12/2018 12:39 PM
- James McGuire  Completed  02/14/2018 8:56 AM
- Paul Rafac  Completed  02/14/2018 3:15 PM
- Kathy Ostrowski  Completed  02/15/2018 11:15 AM
- Judicial/Public Safety Committee  Completed  02/20/2018 8:15 AM
- Finance Committee  Pending  02/27/2018 8:00 AM
- Technology Committee  Pending  02/27/2018 9:00 AM
- County Board  Completed  02/27/2018 10:00 AM
# Purchase Requisition
**Procurement Services Division**

## Send Purchase Order To:
- **Vendor:** Business IT Source  
  **Vendor #:** 12792
- **Attn:** Dan Frauenheim  
  **Email:** danf@bitsinc.com
- **Address:** 954 Corporate Woods Pkwy  
  **City:** Vernon Hills  
  **State:** IL  
  **Zip:** 60061
- **Phone:** 847-793-0600  
  **Fax:**

## Send Invoices To:
- **Dept:** Circuit Court Clerk  
  **Division:** Accounting
- **Attn:** Julie Eliefsen  
  **Email:** julie.eliefsen@18thjudicial.org
- **Address:** 505 N County Farm Rd  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187
- **Phone:** 630-407-8590  
  **Fax:**

## Send Payments To:
- **Vendor:** Business IT Source  
  **Vendor #:**
- **Attn:** Dan Frauenheim  
  **Email:** danf@bitsinc.com
- **Address:** 954 Corporate Woods Pkwy  
  **City:** Vernon Hills  
  **State:** IL  
  **Zip:** 60061
- **Phone:** 847-793-0600  
  **Fax:**

## Ship To:
- **Dept:** Circuit Court Clerk  
  **Division:** Accounting
- **Attn:** Julie Eliefsen  
  **Email:** julie.eliefsen@18thjudicial.org
- **Address:** 505 N County Farm Rd  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187
- **Phone:** 630-407-8590  
  **Fax:**

## Payment Terms
- **F.O.B.:**
- **PO 20 Delivery Date:**
- **Requisitioner:**

## Use for
- **Contract Administrator**
- **Contract Start Date:** 4/1/18  
  **Contract End Date:** 3/31/19

## PO25 only

<table>
<thead>
<tr>
<th>LN</th>
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<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Accct Unit</th>
<th>Accct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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</thead>
<tbody>
<tr>
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<td>IBM Software Subscription Renewal (IBM Passport)</td>
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<td>1400</td>
<td>6720</td>
<td>53807</td>
<td>83,896.91</td>
<td>83,896.91</td>
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<td></td>
</tr>
</tbody>
</table>

## Requisition Total $83,896.91

### Header Comments (these comments will appear on the PO20 and PO25 Purchase Order):

### Special Instructions/Comments to Buyer or Approver (these comments will NOT appear on the Purchase Order):

This is for payment only. Do not send purchase order to Business IT Source - this order has already been processed by IBM Passport program. Send paper work to Julie.eliefsen@18thjudicial.org and to mary.heaton@18thjudicial.org

### User Department Internal Notes (these comments will NOT appear on the Purchase Order):

---

Packet Pg. 1047
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions  
Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor: Business IT Source</th>
<th>Contract Term: 04/01/18-03/31/19</th>
<th>Contract Total: $83,896.91</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor #: 12792</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept: Circuit Court Clerk</td>
<td>Contact: Julie Ellefson</td>
<td>Phone: 630-407-8590</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Assigned Committee: JPS</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**

Payment of IBM Software Subscription and Support Renewal

**Reason for Procurement**

Renewal of IBM Software Subscription and Support called IBM Passport

### FUNDING SOURCE

- Procurement budgeted for (FY and budget code(s)): 18-1400-6720-53807
- Budget Transfer (Date) Add'l Information

### DECISION MEMO NOT REQUIRED

- LOWEST RESPONSIBLE QUOTE # or BID # (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 Public Utility
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

### DECISION MEMO REQUIRED

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # (include Evaluation Summary if applicable)
- RENEWAL OF RFP #
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID #

### PREPARED BY AND APPROVAL(S) (Initials Only)

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>IT Approval, if required</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Jan 30, 2018</td>
<td>1-30-18</td>
<td></td>
</tr>
</tbody>
</table>

### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Date</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>

**Packet Pg. 1048**
JUSTIFICATION FOR SOLE SOURCE

(REQUISITION # 11877)

DEPARTMENT Circuit Court Clerk

MANUFACTURER Business IT Source

PRODUCT # IBM Passport

DESCRIBE ITEM BEING JUSTIFIED AND ITS FUNCTION:

Each year we need to renew our IBM software and support contract. This is done through an IBM Passport Advantage program. To get final pricing you need an authorized IBM Business Partner, since 2009 we have used Business IT Source c/o Preferred Partners. We have authorized with IBM Passport Advantage Program that Business IT Source is our selected vendor for the IBM Passport program. So if there are any outstanding issues Business IT Source can handle directly with IBM Passport service.

THIS IS A SOLE SOURCE BECAUSE VENDOR IS:

☐ sole provider of a licensed or patented good or service
☐ sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
☐ sole provider of factory-authorized warranty service
☐ sole authorized distributor – manufacturer has established territories (e.g. Caterpillar parts) (Please attach letter from the manufacturer)
☐ the manufacturer (please detail below or attach information regarding why only this manufacturer's product can be used)
✓ the software manufacturer (and sole maintenance/update provider)
☐ other – (please detail below or in an attachment)

REQUESTED SOURCE Business IT Source

CONTACT Dan Frauenheim

PHONE 847-793-0600

WHAT NECESSARY AND UNIQUE FEATURES DOES THIS VENDOR'S PRODUCT OR SERVICE PROVIDE WHICH ARE NOT AVAILABLE FROM OTHER VENDORS? (Please be specific)

A relationship has been approved by IBM, that Business IT Source will process our IBM Passport Advantage Program.

HAS THE MARKET BEEN TESTED LATELY (LAST 12 MONTHS) ON THE APPLICABILITY OF SOLE SOURCE? (If not, why not?)

It is a renewal for IBM software that was purchased over the years to run our AS/400 and other web applications which was purchased via the county in 2007.

WHAT STEPS WERE TAKEN TO VERIFY THAT THESE FEATURES ARE NOT AVAILABLE ELSEWHERE? WERE OTHER BRANDS/MANUFACTURERS EXAMINED? (Please list other products or services examined – include names & phone numbers of people contacted)

Send quote to another vendor to check on pricing. The price was similar and since we had Business IT Source already set up and approved with IBM to be the reseller, we stayed with Business IT Source.

Signature on File 1-30-18

Signature on File

DEPARTMENT APPROVAL DATE

PURCHASING REVIEW DATE

Packet Pg. 1049
**Invoice**

**Date**: 1/29/2018  
**Invoice #**: 141928  
**Terms**: Net 45  
**Due Date**: 3/15/2018  
**PO #**: CA-18015  
**Customer Memo**: Sales Order #214002  
**Created From**: Electronic Delivery  

**Bill To**  
Mary Heaton  
Clerk of the Circuit Court of DuP...  
505 N County Farm Road  
Wheaton IL 60189  
United States  

**Ship To**  
Mary Heaton  
Clerk of the Circuit Court of DuP...  
505 N County Farm Road  
Wheaton IL 60189  
United States  
Mary.Heaton@18thjudicial.org;...  

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**Subtotal**: $83,896.91  
**Shipping Cost (Electronic Delivery)**: $0.00  
**Total**: $83,896.91

---

Thank you for your business.
The United States of America

State of Illinois

County of DuPage

FUND AUTHORIZATION

The undersigned being the Chief Judge of the 18th Judicial Circuit Court of DuPage County, Illinois and in accordance with 705 ILCS 105/27.3a and Ordinance JLE 012-84, adopted October 9, 1984 by the DuPage County Board and as amended, establishing the COURT AUTOMATION FUND, do hereby authorize the funding of the attached purchase requisition.

1400-6720-53807

Requisition #: 

Business IT Source
954 Corporate Woods Pkwy
Vernon Hills, IL 60061

IBM Passport

$83,896.91

(IBM Software Subscription and Support)

APPROVED:

Signature on File

Hon. Daniel Guerin
Chief Judge

Date __/__/18

Packet Pg. 1051

Attachment: 11877 BITS Fund Authorization (JPS-P-0053-18 : Business IT Source - IBM Passport)
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount of or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

- **NONE (check here) - If no contributions have been made**

<table>
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<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
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2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

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A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county’s ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature

_________________________
KenMooney

Printed Name

Title

Vice President of Finance and Administration

Date

February 1, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
AWARDING RESOLUTION
ISSUED TO DR. LESLEY KANE
A FULL TIME FORENSIC PSYCHOLOGIST
TO PROVIDE SEX OFFENDER EVALUATIONS FOR
PROBATION AND COURT SERVICES
(CONTRACT TOTAL AMOUNT: $95,000.00)

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

WHEREAS, the Judicial/Public Safety Committee recommends County Board approval
for the issuance of a contract purchase order to Dr. Lesley Kane, a full time Forensic
Psychologist, to provide sex offender evaluations that are referred by the court, for the period of
March 15, 2018 through March 14, 2019, for Probation and Courts Services.

NOW, THEREFORE BE IT RESOLVED, that County Requisition covering said, to
provide a full time Forensic Psychologist, for sex offender evaluations that are referred by the
court, for the period March 15, 2018 through March 14, 2019, for the Probation and Court
Services, be, and it is hereby approved for issuance of a contract purchase order by the
Procurement Division to Dr. Lesley Kane 3333 Warrenville Rd, Suite 200, Lisle IL 60532, for a
contract total amount of $95,000.00. Other Professional Service not subject to competitive
bidding per 55 ILCS 5/5-1022(a). Vendor selected to DuPage County Code Section 2-300.4-
108(1) (b).

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

_____________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
## PROCUREMENT REVIEW CHECKLIST
### REQUISITION
This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST
<table>
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<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
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<td>3/15/18 - 3/14/19</td>
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### SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  
Per Cooperative Agreement

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Procurement Review Checklist
Procurement Services Division

This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: Dr. Lesley Kane
Vendor #: 12427
Contract
Term: 3/15/18 - 3/14/19
Contract
Total: $95,000.00

Dept: Probation & Court Services
Contact: Sharon Donald
Phone: 630-407-8413

Assigned Committee: Judicial Public Safety Committee

Description of Procurement/Scope of Work/Background:
Forensic Psychologists to provide expertise, experience, knowledge and resources to complete comprehensive evaluations of offenders that are referred by the court for assessments and evaluations.
Hourly rate of $50/hour

Reason for Procurement:
The number of complex criminal cases has increased, these cases take a longer time for the evaluations to be completed. The evaluations for felons, misdemeanors and juvenile delinquency cases have also increased over the years.

FUNDING SOURCE
☐ Procurement budgeted for (FY and budget code(s)): 1400-6120-53090
☐ Budget Transfer (Date) _______________ Add'l Information ________________________________

DECISION MEMO NOT REQUIRED
☐ LOWEST RESPONSIBLE QUOTE # or BID # ____________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
☐ RENEWAL, Enter Bid # ____________________ ☐ Intergovernmental Agreement
☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(c) (attach Sole Source Justification form)
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $25,000.00 ☐ Public Utility
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below: ________________________________

DECISION MEMO REQUIRED
☐ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________________ (Include Evaluation Summary if applicable)
☐ RENEWAL OF RFP # ____________________
☐ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
☐ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
☐ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
☐ OTHER THAN LOWEST RESPONSIBLE, BID # ____________________

PREPARED BY AND APPROVAL(S) (Initials Only)

CDF
Prepared By: ____________________ Date: Feb 5, 2018

SAD
Recommended for Approval: ____________________ Date: Feb 5, 2018

IT Approval, if required: ____________________ Date: ____________________

REVIEWED BY (Initials Only)

Holder
Date: ____________________ Procurement Officer: ____________________ Date: ____________________

Chief Financial Officer
(Decision Memos Over $25,000)
Date: ____________________ Chairman's Office: ____________________ (Decision Memos Over $25,000)
Date: ____________________
**Purchase Requisition**  
**Procurement Services Division**

**Send Purchase Order To:**

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<thead>
<tr>
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<td>Dr. Lesley Kane</td>
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<table>
<thead>
<tr>
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<th>Email</th>
</tr>
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<tbody>
<tr>
<td>Dr. Lesley Kane</td>
<td></td>
</tr>
</tbody>
</table>

<table>
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<th>Address</th>
<th>City</th>
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<tbody>
<tr>
<td>333 Warrenville Rd, Suite 200</td>
<td>Lisle</td>
<td>IL</td>
<td>60532-1157</td>
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<table>
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**Send Invoices To:**

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<tr>
<td>DuPage County Probation</td>
<td>Probation &amp; Court Services</td>
<td>Sharon Donald</td>
<td><a href="mailto:sharon.donald@dupageco.org">sharon.donald@dupageco.org</a></td>
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<th>Address</th>
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**Send Payments To:**

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<td>Sharon Donald</td>
<td><a href="mailto:sharon.donald@dupageco.org">sharon.donald@dupageco.org</a></td>
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<tr>
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<td>IL</td>
<td>60187</td>
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<td>630-407-2502</td>
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**Payment Terms**

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**Item Detail**

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<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extensor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Psychologist to provide court ordered Forensic Psychological Evaluations for Adult and Juvenile Defendants</td>
<td>18 &amp; 19</td>
<td>1400</td>
<td>6120</td>
<td>53090</td>
<td>95,000.00</td>
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</table>

**Requisition Total**

$95,000.00

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
Decision Memo
Procurement Services Division

This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Date: Feb 5, 2018
MinuteTraq (IQM2) ID #: 11953
Department Requisition #: ________________

Requesting Department: Probation & Court Services
Contact Email: sharon.donald@dupageco.org
Vendor Name: Dr. Lesley Kane

Department Contact: Sharon Donald
Contact Phone: 630-407-8413
Vendor #: 26361

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Approval to renew a contract for Dr. Lesley Kane.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

The Probation department has an obligation to provide the court with comprehensive evaluations for adult and juvenile sex offenders as to fitness to stand trial. The Probation department has the need for an experience full-time Forensic Psychologist to perform psychological evaluations.

Strategic Impact

Economic Growth

Select one of the five strategic imperatives in the County’s Strategic Plan this action will most impact and provide a brief explanation.

Due to the increase in the workload of court ordered evaluations one full-time Psychologist can not handle all the cases in a timely fashion. Dr. Lesley Kane had the most experience with dealing with sex offender cases. As a licensed Psychologist, Dr. Lesley Kane has the qualifications required to do the evaluations. Dr. Lesley Kane is also approved by the State Sex Offender Management Board (SOMB).

Source Selection/Vetting Information - Describe method used to select source.

The position was posted two years ago. A contractual position can be filled for three years, with an annual renewal with the Procurement department. After the three years the position should be posted again.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

Staff recommends issuance of this contract to Dr. Lesley Kane as a full-time Forensic Psychologist.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

The contract has funds available for FY’2018. The funds will come out of probation fees 1400-6120-53090 for a total contract not to exceed $95,000.00
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- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Signature on File

Authorized Signature

Printed Name: Dr. Lesley Kane
Title: Contract Psychologist
Date: 1/30/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") is made this 15\textsuperscript{th} day of March 2018, between the 18\textsuperscript{th} Judicial Circuit’s Department of Probation and Court Services, 503 N. County Farm Road, Wheaton, Illinois, 60187 ("Department") and Forensic Evaluators, Inc., Dr. Lesley Kane, an Independent Contractor, ("Contractor"), with offices at 3333 Warrenville Road, Suite 200, Lisle, IL 60532.

RECITALS

WHEREAS, the Department has need for assessment and evaluation of offenders in the court System for fitness to stand trial and various other related evaluation services of offenders that are appearing before the court; and

WHEREAS, in order to fully provide such services, the Department must contract with certain evaluators who are licensed to provide such services to the court; and

WHEREAS, the Contractor has demonstrated expertise in providing such services, has represented that she has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services for the Department.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1. Incorporation and Construction

1.1 All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.

1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of the AGREEMENT or to affect the construction hereof.

1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and a part hereof.

2. Term:

2.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

(a) The early termination of this AGREEMENT in accordance with the terms of Section 6, or

(b) The expiration of this AGREEMENT on March 14, 2019 or to a new date agreed upon by the parties.

(c) The completion by the Contractor and Department of their respective obligations under this AGREEMENT in the event such completion occurs before
3. **Scope of Services:** Contractor agrees to provide the services to the Department at the sites set forth in Exhibit B, attached hereto and made part hereof. Services are required as set forth in Exhibit A, Scope of Services, including the deliverables set forth thereon in accordance with the terms and conditions of this AGREEMENT, attached hereto and made part hereof. The Department may, from time to time, request changes in the Scope of Services. Any such changes, including any increase or decrease in Contractor's fees, shall be documented by an amendment to this AGREEMENT in accordance with State and County laws.

4. **Compensation and Payment:** The Department shall pay the Contractor for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The Department shall not be obligated to pay for any services not in compliance with this AGREEMENT. Compensation for Services during the term shall be based on an hourly rate of $50.00 and shall not exceed dollars, ($95,000.00). In the event of early termination of this AGREEMENT, the Department shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the Department be liable for any costs incurred or Services performed after the effective date of termination as provided herein. Contractor shall submit invoices referencing this AGREEMENT with such supporting documentation as may be requested by the Department on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. The Contractor shall provide the Department with a valid taxpayer identification number prior to making any request for compensation. The Department will process payment in its normal course of business. Payment will not be made on invoices submitted later than six months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.

5. **Non-appropriation:** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the Department for performance under this AGREEMENT, the Department shall notify Contractor and this AGREEMENT shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the Department be liable to the Contractor for any amount in excess of the cost of the services rendered up to and including the last day of the fiscal period.

6. **Termination:**

6.1 Either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of Contractor’s failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the Contractor is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any statute or ordinances, in which case termination shall be effective immediately upon receipt of notice from the Department, at the Department’s election.

6.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, except surviving insurance and indemnification obligations, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.
6.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the Department. Further, Contractor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

7. **Entire Agreement:**

7.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.

7.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

7.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

7.4 In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

8. **Standards of Performance:** Contractor agrees to devote such time, attention, skill, and knowledge as is necessary to perform Services effectively and efficiently. Contractor acknowledges and accepts a relationship of trust and confidence with the Department and agrees to cooperate with the Department in performing Services to further the best interests of the Department.

9. **Breach of Contract:** In the event of any breach of contract, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach. The breaching party shall be allowed a reasonable opportunity to cure the breach. A Party’s failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 6, above. Whenever a Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the Contractor’s failure to maintain insurance in accordance with Section 16 below, or in the event of any of the contingencies described in Paragraph 16.1, shall be grounds for the Department’s immediate termination of this AGREEMENT.

10. **Assignment:** This AGREEMENT shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this AGREEMENT or any obligations imposed hereunder without the prior written consent of the other party.

11. **Confidentiality and Ownership of Documents:**

11.1 Confidential Information. In the performance of Services, Contractor may have access to certain information that is not generally known to others ("Confidential Information"). Contractor agrees not to use or disclose to any third party, except in the performance of Services, any Confidential Information or any records, reports or documents prepared or generated as a result of this AGREEMENT without the prior written consent of the
11.1 Confidentiality. Contractor shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall Contractor disseminate any information regarding Services without the prior written consent of the Department. Contractor agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Contractor under this AGREEMENT. The terms of this Paragraph 11.1 shall survive the expiration or termination of this AGREEMENT.

11.2 Ownership. All records, reports, documents, and other materials prepared by Contractor in performing Services, as well as all records, reports, documents, and other materials containing Confidential Information prepared or generated as a result of this AGREEMENT, shall at all times be and remain the property of the Department. All of the foregoing items shall be delivered to the Department upon demand at any time and in any event, shall be promptly delivered to the Department upon expiration or termination of the AGREEMENT. In the event any of the above items are lost or damaged while in Contractor's possession, such items shall be restored or replaced at Contractor's expense.

12. **Representations and Warranties of Contractor:** Contractor represents and warrants that the following shall be true and correct as of the effective date of this AGREEMENT and shall continue to be true and correct during the Term of this AGREEMENT.

12.1 Licensed Professionals. Contractor is duly licensed in the State of Illinois as a CLINICAL PSYCHOLOGIST and shall remain so at all times during the term of the AGREEMENT and, if requested, will continually provide evidence thereof. Should Contractor’s clinical license to practice in her professional accreditation be suspended, revoked, terminated or diminished, or if a matter arises which materially affects the Contractor’s ability to carry out her duties or obligations under this AGREEMENT, Contractor agrees to notify the Department within three (3) days and refrain from performing professional services in violation of state law.

12.2 Compliance with Laws. Contractor is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this AGREEMENT and the performance of Services. Further, Contractor is and shall remain in compliance with all County and Department policies and rules, including, but not limited to, criminal background checks.

12.3 Good Standing. Contractor is not in default and has not been deemed by the Department to be in default under any other AGREEMENT with the Department during the five (5) year period immediately preceding the effective date of this AGREEMENT.

12.4 Authorization. In the event Contractor is an entity other than a sole proprietorship, Contractor represents that it has taken all action necessary for the approval and execution of this AGREEMENT, and execution by the person signing on behalf of Contractor is duly authorized by Contractor and has been made with complete and full authority to commit Contractor to all terms and conditions of this AGREEMENT which shall constitute valid, binding obligations of Contractor.
12.5 **Gratuities.** No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by or to Contractor in relation to this AGREEMENT or as an inducement for award of this AGREEMENT.

13. **Independent Contractor:** It is understood and agreed that the relationship of Contractor to the Department is and shall continue to be that of an independent contractor and neither Contractor nor any of Contractor's employees shall be entitled to receive Department employee benefits. As an independent contractor, Contractor agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the Department. Contractor agrees that neither Contractor nor its employees, staff or subcontractors shall represent themselves as employees or agents of the Department. Contractor hereby represents that Contractor’s valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) was or will be provided to the Department upon request.

14. **Indemnification:**

14.1 The Contractor shall indemnify, hold harmless and defend the Department, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or directly connected with, the Contractor’s negligent or willful misconduct, errors or omissions in its, or their, performance under this AGREEMENT.

14.2 Nothing contained herein shall be construed as prohibiting the Department, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. The Department’s participation in its defense shall not remove Contractor’s duty to indemnify, defend, and hold the Department harmless, as set forth above.

14.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. Contractor’s indemnification of Department shall survive the termination, or expiration, of this AGREEMENT.

14.4 The Department does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1, et seq.) or otherwise available to it, or the Contractor, under the law.

15. **Favored Nation:** Contractor shall furnish Services to the Department at the lowest price that the Contractor charges to other similarly situated parties. If Contractor overcharges, in addition to all other remedies, the Department is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the Department until the date refund is made. The Department has the right to offset any overcharge against any amounts due to Contractor under this or any other AGREEMENT between Contractor and the Department, and at the Department’s sole option the right to declare Contractor in default under this AGREEMENT.
16. **Contractor’s Insurance:**

16.1 The Contractor shall maintain, at its sole expense, insurance coverage including: Professional Liability Insurance (Errors and Omissions) with minimum limits of at least one million dollars ($1,000,000) per incident and two million dollars ($2,000,000) aggregate during the term of this AGREEMENT. In addition, coverage shall be provided in the minimum amount of one million ($1,000,000) and shall be maintained for a period of four (4) years after the date of the final payment for this AGREEMENT.

16.2 It shall be the duty of the Contractor to provide to the County, copies of the Contractor’s Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice of Proceed. It is further duty of the Contractor to immediately notify the County if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the Contractor shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verifications by the County of the Contractor curing any breach of its required insurance coverage, the County shall notify the Contractor that the Contractor can resume work under this AGREEMENT. The Contractor shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to Contractor’s failure to provide and maintain the required insurance.

16.3 The Contractor shall require all approved sub-contractor, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the Contractor. The County retains the right to obtain evidence of subcontractors’ insurance coverage at any time.

17. **Authority to Contract:** Contractor represents and warrants to the best of her knowledge that she is permitted to enter into this AGREEMENT and perform the obligations contemplated hereeto, including all of the Exhibits and that this AGREEMENT and the terms and obligations hereof are not inconsistent with any other obligations Contractor may have. Contractor further warrants and represents that he has no conflicting public or private interest with the services to be provided under this AGREEMENT and shall not acquire directly or indirectly any such interest which would conflict in any manner with his/her performance under this AGREEMENT.

18. **Modification or Amendment:** The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

19. **Severability:**

19.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not effect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect and enforceability, in accordance with its terms.
19.2 In the event of the contingency described in Paragraph 19.1 above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 18 above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20. **Notices:** All notices required under this AGREEMENT shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally; (ii) sent by confirmed telex or facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

**IF TO THE DEPARTMENT:**

John Schow, Director  
Department of Probation and Court Services  
503 North County Farm Road  
Wheaton, IL 60187

Copy to: DuPage County Procurement Services Division  
421 North County Farm Road  
Wheaton, IL 60187-3978

Copy to: Du Page County Finance Department  
421 North County Farm Road  
Wheaton, IL 60187  
Attn: Paul Rafac

**IF TO CONTRACTOR:**

Forensic Evaluators, Inc.  
c/o Dr. Lesley E. Kane  
3333 Warrenville Road, Suite 200  
Lisle, IL 60532

21. **Governing Law:**

21.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

21.2 The venue for resolving any disputes concerning the parties’ respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

22. **Waiver:** The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a difference breach.
23. **County Approval:** If applicable, this AGREEMENT is subject to approval of the appropriate committee(s) and County Board of the County of DuPage.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives as of the date first above written.

**DEPARTMENT**

By: __________________________

John Schow, Director

**CONTRACTOR**

By: __________________________

Dr. Lesley E. Kane
EXHIBIT A

CONTRACT SITES SUBJECT TO THIS AGREEMENT

Contractor agrees to provide services on-site at the following contract sites. Contractor will render services in accordance with the Scope of Services in Exhibit B for the effective dates set forth below:

<table>
<thead>
<tr>
<th>Contract Sites</th>
<th>Effective Dates of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>18th Judicial Courthouse and Annex</td>
<td>3/15/18 to 3/14/19</td>
</tr>
<tr>
<td>505 North County Farm Road</td>
<td></td>
</tr>
<tr>
<td>Wheaton, Illinois 60187;</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Department of Probation and Court Services</td>
<td></td>
</tr>
<tr>
<td>503 N. County Farm Road</td>
<td></td>
</tr>
<tr>
<td>Wheaton, Illinois 60187;</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Sites as necessary to complete an examination</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT B

SCOPE OF SERVICES

Contractor agrees to work with Dr. John Murray, The Department’s Forensic Contractor and/or designated Department personnel at sites referenced in Exhibit A to deliver services on behalf of The Department consistent with the demands of her profession. Services include the following:

1. Completes court-ordered forensic psychological evaluations of adult defendants, minor respondents, parents and/or adult caretakers.
2. Administers comprehensive psychological testing of referrals from the Court.
3. Independently provides the Court with written reports and clinical summaries including relevant opinions and recommendations.
4. Provides clinical opinion for competency to stand trial, insanity examination, fitness for sentencing, sentencing recommendations, certifications for involuntary psychiatric hospitalization, emotional, cognitive and intellectual functioning.
5. Determines the ability to understand and waive Miranda rights.
6. Makes recommendations to the Court on the transfer of minors to adult jurisdiction.
7. Provides direct in-court expert testimony as required.
8. Maintains confidential records of referred individuals.
9. Maintains adequate psychological tests and related materials.
10. Other duties as required and/or requested.
EXHIBIT C

RATE SCHEDULE

Contractor understands and agrees that she will provide Contractor services for the designated number of hours as determined and approved by the Department. In consideration for the provision of Contractor services, the Department shall compensate Contractor as set forth below.

<table>
<thead>
<tr>
<th>Contract Sites</th>
<th>Rate</th>
<th>Hours of Service</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>18&lt;sup&gt;th&lt;/sup&gt; Judicial Circuit Court, 505 N. County Farm Rd Wheaton, Illinois 60187;</td>
<td>$50.00/hour</td>
<td>Approx. 38 hrs/wk.</td>
<td>3/15/18 to 3/14/19</td>
</tr>
<tr>
<td>Department of Probation and Court Services, 503 N. County Farm Rd. Wheaton, Illinois 60187;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other sites as necessary to complete an examination</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
APPROVAL OF AGREEMENT AND RELEASE BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND DIXON ENGINEERING, INC. FOR THE FINAL RESOLUTION OF WARRANTY CLAIMS RELATING TO THE ROSEWOOD WATER TOWER REHABILITATION WORK

WHEREAS, pursuant to Resolution PWp-012-13, the County OF DuPage ("County") and Dixon Engineering, Inc. ("Dixon") entered into an agreement ("Design Agreement") for the purpose of Dixon providing professional engineering design and construction management services for a County project to paint several County water towers; and

WHEREAS, Dixon performed the services set forth in the Design Agreement; and

WHEREAS, Dixon and the County subsequently identified design and construction management tasks were not performed, or which were not performed in accordance with the appropriate engineering standard; and

WHEREAS, a dispute has arisen between the Parties with respect to Dixon’s performance under the Design Agreement in which the County has alleged that it was damaged as a result of certain claimed errors and omissions by Dixon; and

WHEREAS, Dixon and the County wish to amicably resolve all matters and issues actually or potentially in controversy between them arising out of the aforementioned disputes; and

WHEREAS, Dixon and the County have negotiated the attached Settlement Agreement and Release whereby the County will agree to release its claims against Dixon arising from the 2013 procurement in exchange for Dixon’s agreement to refund the County for design and construction management tasks either not performed, or which were not performed in accordance with the appropriate engineering standard., and reimburse the County for other attendant expenses; and

WHEREAS, the Public Works Committee of the DuPage County Board has reviewed and recommends approval of the attached Settlement Agreement and Release.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Settlement Agreement and Release is hereby approved; and

BE IT FURTHER RESOLVED that the County Board Chairman, or his designee, the Superintendent of Public Works, is authorized to executed said Settlement Agreement and Release on behalf of the County of DuPage, together with such supplementary materials as necessary to carry out and implement the matters set forth therein.

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD
Resolution

PW-R-0076-18

Attest: _________________________________

PAUL HINDS, COUNTY CLERK
SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (hereinafter “Agreement”) made and entered into this ____ day of February, 2018 by and between the County of DuPage, a body politic and corporate with offices at 421 North County Farm Road, Wheaton, Illinois (“County”) and Dixon Engineering Inc., (hereinafter referred to as “Dixon”) a Michigan corporation, licensed to do business in Illinois, with offices at 1104 Third Avenue, Lake Odessa, Michigan, (collectively Dixon and the County are referred to hereafter as the “Parties,” and may be referred to individually as a “Party”).

Recitals.

A. WHEREAS, pursuant to Resolution PWp-012-13, the County and Dixon entered into an Agreement (“Agreement”) for the purpose of Dixon providing professional engineering design and construction management services for a County project to paint several County water towers; and

B. WHEREAS, Dixon performed the services set forth in the Agreement; and

C. WHEREAS, a dispute has arisen between the Parties with respect to Dixon’s performance under the Agreement in which the County has alleged that it was damaged as a result of certain claimed errors and omissions by Dixon; and

D. WHEREAS, Dixon denies the County allegations regarding Dixon’s performance under the Agreement and further denies that County was injured as a consequence of Dixon’s services provided to the County; and

E. WHEREAS, Dixon and the County wish to amicably resolve all matters and issues actually or potentially in controversy between them arising out of the aforementioned disputes.

Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency is hereby acknowledged, including but not limited to, the covenants and agreements hereinafter set forth, the undersigned parties agree as follows:

1. Dixon and County have agreed, for the purposes set forth in this Settlement Agreement, that upon execution of this Settlement Agreement, Dixon agrees to pay the County the amount of fifty-six thousand five hundred dollars ($56,500.00), which sum shall be paid by Dixon to the County in two (2) equal installments of twenty-eight
thousand two hundred fifty dollars ($28,250), the first installment payable on or before August 1, 2018 and the second installment payable on or before August 1, 2019.

2. In addition to the above-stated payment, the County and Dixon have agreed as additional consideration for this Settlement Agreement, Dixon shall hereby waive, relinquish and forgo its charge and fee for work previously completed by Dixon for the County of DuPage involving the remote inspection of the 1.2 MG water tank located at the DuPage County Governmental Campus, Wheaton Illinois; which work was undertaken pursuant to County Purchase Order (PO) 2321-0001 by Dixon acting as a sub-consultant (sub-contractor) to Rempe-Sharpe & Associates, Inc..

3. In addition to the above-stated payment, the County and Dixon have agreed as additional consideration for this Settlement Agreement, Dixon shall hereafter prepare documents for a project to remove the existing failing exterior system and to recoat the exterior surfaces of the County’s Rosewood Water Tower, located at 10 S 480 Route 83, Hinsdale, Illinois. More specifically, Dixon shall prepare all technical specifications and drawings, including Performance based requirements for containment of debris and waste disposal of tower’s existing lead based coating system per Illinois EPA’s requirements using SSPC Guide 6. The County shall prepare the front-end bid document forms (e.g., standard conditions, contract, disclosure forms, and ethics statements). The foregoing work shall be completed, and all work tendered to the County, on or before December 31, 2018. It is expressly understood by the Parties that Dixon is not required to perform construction management or construction inspections during the mitigation project work. Dixon shall not assume responsibility or be assigned as responsible generator of waste, hazardous or non-hazardous.

4. Upon Dixon’s satisfactory completion of all obligations set forth in the preceding Paragraphs 1-3, above, the Parties agree to a mutual release of any and all claims each Party may have against the other Party as set forth hereafter:

A. County, individually and for its employees, representatives, officers, directors, assigns and agents and each of them, individually and collectively, do hereby release, remise, acquit, hold harmless and forever discharge Dixon, its predecessors, successors, affiliates, assigns, shareholders, owners, representatives, directors, officers, agents, employees, attorneys, insurers, devisees, legatees, executors and administrators, and each of them, individually and collectively, from all claims, causes of action, suits, debts, damages and demands whatsoever, whether in law or equity, which County asserted or could have asserted against Dixon arising out of or related to in any way, Dixon’s performance under the Agreement and additional design work herein described.

B. Dixon, individually and for its employees, representatives, officers, directors, assigns and agents and each of them, individually and collectively, do hereby release, remise, acquit, hold harmless and
forever discharge the County, its predecessors, successors, affiliates, 
assigns, shareholders, owners, representatives, directors, officers, 
agents, employees, attorneys, insurers, devisees, legatees, executors 
and administrators, and each of them, individually and collectively, 
from all claims, causes of action, suits, debts, damages and demands 
whatsoever, whether in law or equity, which Dixon asserted, could 
have asserted or may assert in the future against the County arising out 
of or related to in any way, Dixon's performance under the Agreement 
and additional design work herein described.

5. The Parties further agree that during the period of time in which Dixon is 
performing its obligations pursuant to Paragraphs 1-3, above, any and all statutes of 
limitations relating to any claim, or claims, the County may have against Dixon related to 
Dixon's performance, including any alleged errors or omission and warranty claims, per 
the original Agreement are hereby suspended, extended, or otherwise held in abeyance 
until December 31, 2019, or such later date(s) as may be allowed by the Agreement or 
Illinois law, but further subject to their earlier Release and Discharge in accordance with 
paragraph 4, above. The County covenants and agrees to forbear the filing of any suit 
against Dixon prior to August 2, 2019, excepting in the event of Dixon's default under 
this Agreement, and also subject to the earlier Release and Discharge thereof in 
accordance with paragraph 4, above.

6. County and Dixon further agree that nothing herein shall constitute, or be 
construed as, an admission of concession of liability by either party hereto of these 
contested claims.

7. County and Dixon represent that they have each read this Agreement, understands 
that it contains a mutual Release, has signed it voluntarily after consultation with counsel, 
and acknowledges that it is not entering into this Agreement on the basis of any promise 
or representation, express or implied, that is not set forth herein.

8. This Agreement set forth the entire agreement between County and Dixon, and 
there are no prior or contemporaneous oral or written representations, promises or 
agreements not expressly referred to herein. Any amendment, alteration of addition to 
this Agreement must be made in writing, dated and signed by the County and by Dixon. 
All words, phrases, sentences and paragraphs, including the recitals hereto, are material 
to the execution hereof.

9. This Agreement may be signed in counterpart, and each executed copy shall be a 
counterpart original, of full force and effect, and enforceable against the party executing 
the counterpart, but all Counterparts, together, shall constitute one and the same 
instrument.
10. The validity, construction and enforceability of this Agreement shall be construed under and governed by the laws of the State of Illinois.

COUNTY OF DU PAGE

By: __________________________
Daniel Cronin, Chairman

ATTEST:

By: _________________________
Paul Hinds, County Clerk

DIXON ENGINEERING INC.

By: _________________________
President

ATTEST:

By: _________________________
Name: _______________________
Title: _______________________

Attachment: Dixon Agreement (PW-R-0076-18 : Dixon)
Other Action Item
17-18-290

Request for three (3) Public Works staff one (1) Water Operator and two (2) Wastewater Operators to travel to Springfield, Illinois on March 20-21, 2018 to attend the WATERCON 2018 Conference. The Conference covers potable water, wastewater, and stormwater issues, along with several technical presentations and numerous exhibits. Expenses to include: registration, lodging, meals, and gas for an approximate overall cost of $1,620.00

<table>
<thead>
<tr>
<th>Name:</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department:</td>
<td>Public Works Committee</td>
</tr>
</tbody>
</table>

| Request Date: February 15, 2018 | Account Code: 2000-2665-53510 |

Purpose of Trip: (explain fully the necessity of making the trip)

American Water Works Association’s “WATERCON 2018” to be held in Springfield, IL on March 20-21, 2018. This conference covers potable water, wastewater and stormwater issues, technical presentations, and exhibits. This conference will be beneficial to introduce any advancements in the industry.

<table>
<thead>
<tr>
<th>Destination: Springfield, Illinois</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date of Departure: March 20, 2018</th>
<th>Date of Return Arrival: March 21, 2018</th>
</tr>
</thead>
</table>

(Please include a detailed explanation if different from official business dates)

**Please indicate the estimated amount for each applicable expense.**

<table>
<thead>
<tr>
<th>Registration: x 3</th>
<th>600.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transportation:</td>
<td>0</td>
</tr>
<tr>
<td>Lodging: x 3</td>
<td>600.00</td>
</tr>
<tr>
<td>Rental Car:</td>
<td>0</td>
</tr>
<tr>
<td>Gas:</td>
<td>60.00</td>
</tr>
<tr>
<td>Reference Materials</td>
<td>0</td>
</tr>
<tr>
<td>Meals: (Per Diems) x 3</td>
<td>360.00</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>$1,620.00</strong></td>
</tr>
</tbody>
</table>

**Reviewed by and Date Approved**

- Angela Bendinelli    Completed 02/15/2018 3:11 PM
- Nick Kottmeyer       Completed 02/15/2018 3:12 PM
- Public Works Committee  Completed 02/20/2018 9:15 AM
- County Board         Completed 02/27/2018 10:00 AM
DATE: February 15, 2018
TO: James Healy, Chairman
    Members of the Public Works Committee
FROM: Nick Kottmeyer, Director
RE: Approval to attend the WATERCON 2018 Conference

Authorization is requested to send one (1) Water Operator and two (2) Wastewater Operators to the WATERCON 2018 Total Water Conference held March 20-21, 2018 in Springfield, Illinois. This conference covers potable water, wastewater and stormwater issues, along with several technical presentations and numerous exhibits.

The cost for the conference is:

Registration: $200.00 x 3 = $600.00

Hotel: 1 night $200.00 x 3 = $600.00

Per Diem: $120.00 x 3 = $360.00

Gas: $60.00 = $60.00

TOTAL $1,620.00
Tuesday, March 20 | Operators Day

<table>
<thead>
<tr>
<th>Time</th>
<th>Session</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:00 – 10:00 am</td>
<td>Collections</td>
</tr>
<tr>
<td>8:00 am – 12:00 pm</td>
<td>Management – Water and Wastewater</td>
</tr>
<tr>
<td>8:00 am – 12:00 pm</td>
<td>Water Treatment</td>
</tr>
<tr>
<td>8:00 am – 1:00 pm</td>
<td>Women In Water (all are welcome)</td>
</tr>
<tr>
<td>9:00 – 10:00 am</td>
<td>Operator &amp; Small Systems Track – Meet the IEPA</td>
</tr>
<tr>
<td>10:00 am – 5:00 pm</td>
<td>Operator &amp; Small Systems Track</td>
</tr>
<tr>
<td>10:30 am – 2:00 pm</td>
<td>Engineering – Wastewater</td>
</tr>
<tr>
<td>12:00 – 12:30 pm</td>
<td>Box Lunch</td>
</tr>
<tr>
<td>1:00 – 5:00 pm</td>
<td>Engineering – Water</td>
</tr>
<tr>
<td>1:00 – 5:00 pm</td>
<td>Asset Management – Water and Wastewater</td>
</tr>
<tr>
<td>3:00 – 5:00 pm</td>
<td>Treatment – Wastewater</td>
</tr>
<tr>
<td>5:00 – 6:00 pm</td>
<td>Meet &amp; Greet Exhibit Hall Reception</td>
</tr>
<tr>
<td>6:00 – 8:00 pm</td>
<td>Women In Water Adventure Activity</td>
</tr>
</tbody>
</table>

Wednesday, March 21 | Retirees Day

<table>
<thead>
<tr>
<th>Time</th>
<th>Session</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:00 – 10:00 am</td>
<td>Stormwater Management</td>
</tr>
<tr>
<td>8:00 – 11:00 am</td>
<td>Asset Management – Water</td>
</tr>
<tr>
<td>8:00 – 11:00 am</td>
<td>Engineering – Water and Wastewater</td>
</tr>
<tr>
<td>8:00 – 11:30 am</td>
<td>Operator Testing Prep – Water A/B &amp; C/D and Wastewater</td>
</tr>
<tr>
<td>8:00 am – 12:00 pm</td>
<td>Safety and Security</td>
</tr>
<tr>
<td>8:00 am – 4:30 pm</td>
<td>Water Distribution</td>
</tr>
<tr>
<td>8:30 – 10:00 am</td>
<td>Junior Science Fair Presentations</td>
</tr>
<tr>
<td>9:00 – 10:00 am</td>
<td>Bullet Journaling</td>
</tr>
<tr>
<td>9:00 am – 4:30 pm</td>
<td>Workforce Development &amp; Mentoring</td>
</tr>
<tr>
<td>10:00 am – 4:30 pm</td>
<td>Engineering – Wastewater</td>
</tr>
<tr>
<td>12:00 – 2:00 pm</td>
<td>Fuller Award Lunch</td>
</tr>
<tr>
<td>12:00 – 12:30 pm</td>
<td>Operators Testing Lunch (Long 9 Buffet)</td>
</tr>
<tr>
<td>1:00 – 6:00 pm</td>
<td>EPA Administered Operator Tests – Water A/B &amp; C/D and Wastewater</td>
</tr>
<tr>
<td>2:00 – 4:00 pm</td>
<td>Tour of CWLP Treatment Plant</td>
</tr>
<tr>
<td>2:00 – 4:30 pm</td>
<td>Source Water</td>
</tr>
<tr>
<td>3:00 – 4:30 pm</td>
<td>Water Loss</td>
</tr>
<tr>
<td>3:00 pm</td>
<td>Meter Madness</td>
</tr>
<tr>
<td>4:00 pm</td>
<td>Hydrant Hysteria</td>
</tr>
<tr>
<td>5:00 pm</td>
<td>Tapping Competition</td>
</tr>
</tbody>
</table>

Thursday, March 22

<table>
<thead>
<tr>
<th>Time</th>
<th>Session</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:30 – 9:00 am</td>
<td>Installation of Officers and Awards Breakfast</td>
</tr>
<tr>
<td>9:00 am – 12:00 pm</td>
<td>Regulatory Session</td>
</tr>
</tbody>
</table>

Water Operator License Credits Information
All technical sessions, and Exhibit Hall Stretch Your Education sessions qualify unless stated otherwise. Water, wastewater, and stormwater courses apply for water operator renewal training credit. Sessions are 30 minutes in duration unless otherwise noted.

Engineering License Credit Information
All sessions apply for Engineering Professional Development Hours.
Resolution

TE-R-0084-18

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF CAROL STREAM AND
THE COUNTY OF DU PAGE FOR
SERVER CO-LOCATION

WHEREAS, the Village of Carol Stream ("VILLAGE") and County of DuPage ("COUNTY") are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act”, as specified in the Illinois Statute, 5 ILCS 220/1 et seq., and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purpose of the “Intergovernmental Cooperation Act” and Article 7 of the Constitution of the State of Illinois include fostering cooperation among governmental bodies; and

WHEREAS, the COUNTY and VILLAGE have entered into an Intergovernmental Agreement ("AGREEMENT") to seek reciprocal use of each other’s network server room as a backup location; and

WHEREAS, the Technology Committee has reviewed and recommends County Board approval of the attached AGREEMENT.

NOW, THEREFORE BE IT RESOLVED, by the DuPage County Board that the attached AGREEMENT between the VILLAGE and the COUNTY is hereby accepted and approved, and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the County; and

BE IT FURTHER RESOLVED, that the County Clerk be directed to transmit certified copies of this Resolution and attached to the Village Clerk, Village of Carol Stream, 500 N. Gary Avenue, Carol Stream, IL 60188, and Conor McCarthy, State’s Attorney’s office.

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

___________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE VILLAGE OF CAROL STREAM FOR INFORMATION TECHNOLOGY SERVER CO-LOCATION

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made this _____ day of ____________, 201_, by and among the COUNTY OF DUPAGE, an Illinois municipal corporation?? (hereinafter referred to as “DuPage County”), and the Village of Carol Stream, an Illinois municipal corporation (hereinafter referred to as “Carol Stream”). DuPage County and Carol Stream are herein jointly referred to as the “Parties”.

WITNESSETH:

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, under said Constitutional provision, participating units of local government may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1, et seq.) authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, DuPage County and Carol Stream, respectively, currently owns, maintains and operates network server rooms complete with physical access controls, unfiltered power, and available Internet access outside of their respective private networks; and

WHEREAS, DuPage County and Carol Stream are seeking reciprocal use of each other’s network server room as a backup location; and

WHEREAS, Carol Stream has chosen a backup location, but DuPage County has not; and

WHEREAS, DuPage County and Carol Stream have no objection to the aforementioned use of its respective network server room, subject to certain terms and conditions; and

WHEREAS, DuPage County is a body corporate and politic pursuant to 55 ILCS 5/5-1001 and has certain powers which it is exercising.

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, it is agreed by and among the parties hereto as follows:

SECTION 1, Recitals Incorporated. The foregoing recitals shall be and are hereby incorporated into and made a part of this Agreement.
SECTION 2. Access. Each hosting Party will allow the other to access the designated server room by appointment only during normal business hours to access the co-located equipment. It is expressly understood that said server room co-location shall only be used for backup purposes in the event that the main server fails. Only the other Party’s employees will be provided limited, agreed upon access to its equipment. The employees will be required to provide identification and sign in at the front desk. In the event of an after hours failure, the other Party’s employees will contact the hosting Party’s on call staff to arrange access to the server room.

SECTION 3. Equipment. DuPage County will allow Carol Stream to network equipment (hereinafter the “Carol Stream Equipment”) to the server room located 421 N. County Farm Road, Wheaton, Illinois (hereinafter the “Server Room Site”), subject to said connections taking place as directed by and under the supervision of DuPage County. Said Carol Stream Equipment shall remain the property of Carol Stream and upon termination of this Agreement Carol Stream shall remove the Carol Stream Equipment. Carol Stream shall be solely responsible for installing and making any necessary repairs to the Carol Stream Equipment. Carol Stream agrees to the same terms and conditions when DuPage County selects a location which is approved in writing by Carol Stream.

SECTION 4. Internet Access. The Parties agree that each shall install and employ its own data circuits, independent of the hosting parties’ data circuits.

SECTION 5. Fees or Costs. There is not anticipated to be any fees or costs incurred through this agreement. Any and all fees or costs shall be the responsibility of the party incurring said fees.

SECTION 6. Maintenance. The Parties agree to maintain its own Server Room at its sole expense. The hosting Party shall also be responsible for providing unfiltered power to the others equipment.

SECTION 7. Insurance. Both parties hereby represents and warrants that each will possesses and will continue to possess insurance coverage for contractual liabilities, and blanket excess insurance coverage, providing comprehensive liability coverage in an aggregate amount not less than $2,000,000 pursuant to the provisions of a self-insurance pool agreement or a comprehensive general liability insurance policy and a blanket excess insurance policy during the terms of usage by each party. Each party shall take all actions necessary to keep such insurance coverage in full force and effect, from time to time. A failure to keep such insurance coverage in continuing effect shall result in an automatic suspension of the right to use the location for back up purposes pursuant to this Agreement. Such suspension shall be automatically lifted when insurance coverage is in effect. Not later than fifteen (15) days before beginning the use of the premises pursuant to this Agreement, the backup party shall deliver or cause to be delivered to hosting party, a satisfactory and current certificate or certificates of insurance showing the required coverages and the effective dates for such coverage, which certificate or certificates shall contain a limitation that the insurance coverage may not be modified, revoked or canceled except after ten (10) days prior written notice served on the hosting party. In each subsequent year, a certificate or certificates
evidencing renewal or replacement of the insurance policy, or policies, or of the coverage provided by the self-insurance pool agreement required above shall be delivered to the hosting party no later than the date of expiration of the then current certificate or certificates.

**SECTION 8. Hold Harmless and Indemnification.** The Parties agree to, indemnify the other, and its elected and appointed officials, attorneys, employees and agents, and hold them harmless from any claim, injury, or loss, no matter how sustained allegedly, arising out of or related in any way to the provision of network operations by the hosting Party, and the use of, the misuse of, or the disruption or failure of network operations pursuant to this Agreement.

**SECTION 9. Termination.** Either party may terminate this Agreement by providing at least sixty (60) days written notice to the other Party. Equipment installed pursuant to this Agreement shall be removed within the sixty (60) day notice period.

**SECTION 10. Notices.** Written notices required pursuant to this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

- **DuPage County:**
  Donald Carlsen, CIO
  421 N. County Farm Road
  Wheaton, IL  60187

  With a copy to:
  DuPage County State's Attorney's Office
  503 N. County Farm Road
  Wheaton, IL  60187

- **Carol Stream:**
  Frank Saverino, Mayor
  500 N. Gary Avenue
  Carol Stream, IL  60188

  With Copies to:
  Carol Stream IT Director
  500 N. Gary Avenue
  Carol Stream, IL  60188

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the date herein above written.

[Signature Page to Follow]
VILLAGE OF CAROL STREAM

Village President

ATTEST:

Village Clerk

COUNTY OF DUPAGE

County Board Chairman

ATTEST:

County Clerk
Resolution

DT-R-0057-18

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND OXCART PERMIT SYSTEMS, LLC
PROFESSIONAL OVERWEIGHT/OVER DIMENSION PERMITTING SERVICES
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(NO COUNTY COST)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) by virtue of its power set forth in “Counties Code” (55 ILCS 5/1-1001 et. seq.) and “Illinois Highway Code” (605 ILCS 5/1-101 et. seq.) is authorized to enter into this agreement; and

WHEREAS, the COUNTY requires Professional Overweight/Over Dimension Permitting Services; and

WHEREAS, Oxcart Permit Systems, LLC. (hereinafter referred to as CONSULTANT) has experience and expertise in this area and is in the business of providing such Professional Overweight/Over Dimension Permitting Services, and is willing to perform the required services at a no cost, pass through service to the County; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 4-108 of the DuPage County Purchasing Ordinance; and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and Oxcart Permit Systems, LLC. be hereby approved at no cost to the COUNTY and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to Oxcart Permit Systems, LLC, 440 West Colfax, Suite 2384, Palatine, Illinois 60078, by and through the Division of Transportation.

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

___________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
AGREEMENT BETWEEN THE COUNTY OF DUPage, ILLINOIS
AND
OXCART PERMIT SYSTEMS, LLC
FOR PROFESSIONAL OVERWEIGHT/OVER DIMENSION PERMITTING SERVICES

This professional services agreement (hereinafter referred to as the AGREEMENT), made this ____ day of ______________, 2018 between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Oxcart Permits Systems, LLC, an Illinois limited liability corporation, licensed to do business in the State of Illinois, with offices at 440 W. Colfax, Suite 2384, Palatine, Illinois (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/1-1001, et seq.) and "Illinois Highway Code" (605 ILCS 5/1-101, et seq.) is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires professional overweight/over dimension permitting services (hereinafter referred to as "SERVICES"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional permitting services and is willing to perform the required services at a no cost, pass through service to the COUNTY.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:
1.0 INCORPORATION AND CONSTRUCTION

1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.

1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 SCOPE OF SERVICES

2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work and Fee Schedule, specified as Exhibit A, attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified.

2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following any meetings between the COUNTY or other group and the CONSULTANT concerning the SERVICES.

2.3 The COUNTY may, from time to time, request changes in the Scope of Work. Any such changes, including any increase or decrease in the CONSULTANT’S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.

2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the
CONSULTANT’S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

2.5 Neither the CONSULTANT, nor the CONSULTANT’S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.

3.0 NOTICE TO PROCEED

3.1 Authorization to proceed shall be given on behalf of the COUNTY by the Director of Transportation/County Engineer (hereinafter referred to as the "Director"), in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chairman.

3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 4.1, 5.2, 6.1, 7.1, 8.2, 8.3, 15.3 and 21.2.

4.0 TECHNICAL SUBCONSULTANTS

4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or work under the terms of this AGREEMENT.

4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.
4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 6.0 and 13.0 and Paragraph 24.4 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in work for the COUNTY on the SERVICES.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its written Notice to Proceed.

5.2 All of the services required hereunder shall be completed by November 30, 2019, unless the term of this AGREEMENT is extended.

5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES

6.1. The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or promptly after notice of termination or when the Director directs, the deliverables specified in Exhibit A.

7.0 COMPENSATION

7.1. Total payments to the CONSULTANT under the terms of this AGREEMENT are enumerated in Exhibit A. No
compensation shall be paid directly from the COUNTY to the CONSULTANT.

8.0 CONSULTANT'S INSURANCE

8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

8.1.a Worker's Compensation Insurance in the statutory amounts.

8.1.b Employer's Liability Insurance in an amount not less than one million dollars ($1,000,000.00) each accident/injury and one million dollars ($1,000,000.00) each employee/disease.

8.1.c Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with a limit of not less than three million dollars ($3,000,000.00) aggregate; including limits of not less than two million dollars ($2,000,000.00) per occurrence, and one million dollars ($1,000,000.00) excess liability. An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/County Engineer, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.

8.1.d Commercial (Comprehensive) Automobile Liability Insurance with minimum limits of at least one million dollars ($1,000,000.00) for any one person and one million dollars ($1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/County Engineer, DuPage County Division of
Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.

8.1.e Professional Liability Insurance (Errors and Omissions) shall be provided with minimum limits of at least one million dollars ($1,000,000.00) per incident/two million dollars ($2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

8.1.e. Cyber Liability Insurance with minimum limits of two million dollars ($2,000,000.00) naming the County of DuPage c/o the Director of Transportation/County Engineer, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as Co-defendants on the policy.

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing
any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT’S failure to provide and maintain the required insurance.

8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the “Who is Insured” pages of the excess/umbrella policy wording such as “Any other person or organization you have agreed in a written contract to provide additional insurance” or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

8.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including naming the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 8.0. The COUNTY retains the
right to obtain evidence of sub-consultants' insurance coverage at any time.

9.0 INDEMNIFICATION

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

Neither party shall have liability with respect to its obligations under this AGREEMENT or otherwise for loss of goodwill, or for special, indirect, consequential, or incidental damages, whether arising in tort or in contract.

The total liability of CONSULTANT to the COUNTY in connection with this AGREEMENT will be limited to the costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove the CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CONSULTANT’S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly the CONSULTANT’S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional firms practicing in the COUNTY and the State of Illinois.

10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.

10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its’ sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY’S
option, up to one (1) year after expiration or termination of the AGREEMENT, have the responsibility to cure same under this provision.

10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

11.0 BREACH OF CONTRACT

11.1 Either party’s failure to timely cure any material breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 15.1, below. Whenever a party hereto has failed to timely cure a breach of this AGREEMENT, the other party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the CONSULTANT’S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 below, shall be grounds for the COUNTY’S immediate termination of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

12.1 The CONSULTANT agrees that any and all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY’S representative, shall be provided to the COUNTY.

12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.
12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.

12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to the COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations including but not limited to the Illinois Freedom of Information Act (5 ILCS 140/1, et seq.).

13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/101, et seq., and with all rules and regulations established by the Department of Human Rights.

13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).

13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or
CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.

14.0 MODIFICATION OR AMENDMENT

14.1 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it.

15.0 TERM OF THIS AGREEMENT

15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

(a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or

(b) The expiration of this AGREEMENT on November 30, 2019, or to a new date agreed upon by the parties.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.
15.3 The AGREEMENT may be subject to an additional twenty-four (24) month renewal period provided there is no change in the terms or conditions and provided such renewal is mutually agreed upon by both parties. In no event shall the term plus renewal exceed four (4) years.

16.0 TERMINATION

16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from COUNTY at COUNTY'S election.

16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.

16.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT

17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.
17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

17.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

17.5 In the event there is a conflict between Sections 1 through 24 of this AGREEMENT and any of the attached Exhibit(s), Sections 1 through 24 of this AGREEMENT shall prevail.

18.0 ASSIGNMENT

18.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.

19.0 SEVERABILITY

19.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.
20.0 GOVERNING LAW

20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

20.2 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the Judicial Circuit Court for DuPage County.

21.0 NOTICES

21.1 Any required notice shall be sent to the following addresses and parties:

Oxcart Permit Systems, LLC
440 W. Colfax, Suite 2384
Palatine, IL 60078
ATTN: Bryce Baker, COO/Member
Phone: 331-205-8180
Facsimile: 331-205-8180
Email: bbaker@oxcartpermits.com

DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
ATTN: Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
Phone: 630.407.6900
Facsimile: 630.407.6901
Email: christopher.snyder@dupageco.org

21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours (8:00 a.m. - 4:30 p.m. CST or CDT Monday-Friday); (b) served by facsimile transmission during regular business hours (8:00 a.m. - 4:30 p.m. CST or CDT Monday-Friday); (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid; or (d) served by email transmission during regular business hours (8:00 a.m. - 4:30 p.m. CST or CDT Monday-Friday), return receipt requested. Notices served personally, by facsimile or email transmission shall be effective upon receipt, and
notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

22.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT and shall not prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

23.0 FORCE MAJEURE

23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

24.0 QUALIFICATIONS

24.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.

24.2 The CONSULTANT'S key personnel specified in the AGREEMENT shall be Bryce Baker, COO/Member, and he shall be considered essential to the work covered under this AGREEMENT. If for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the COUNTY.
Such written notification (Exhibit B made a part hereof) shall include the proposed successor’s name and resume of their qualifications. The COUNTY shall have the right to approve or reject the proposed successor.

24.3 Failure by the CONSULTANT to properly staff the SERVICES with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.

24.4 The CONSULTANT shall require the sub-consultant(s) utilized for the SERVICES to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT’S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT’S sub-consultant(s) being properly staffed while engaged in the SERVICES.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

BY: DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

ATTEST BY:
PAUL HINDS, COUNTY CLERK

OXCART PERMIT SYSTEMS, LLC

BY: NAME: BRYCE M. KENYON
TITLE: OWPER/ME MGR

ATTTEST BY:

Signature on File

OFFICIAL SEAL
SHANNON NEIDHARDT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 07/21/2018

1/30/2018
Packet Pg. 1101
EXHIBIT A

SCOPE OF WORK/FEE SCHEDULE

The term “Customer” shall refer to any third party requesting over-dimension and/or overweight vehicle permits from the County.

1. Oxcart Services.

   Oxcart shall develop, establish, set up and maintain an internet application ("County web page"), which shall include but not be limited to the creation of online over-dimension and overweight vehicle permit applications and the processing of said permit applications, for the County for the purposes of accepting over-dimension and overweight vehicle permit applications and payment for such permits as set forth herein, which shall be referred to as the “Service.”

   i. All Services provided by Oxcart shall be conducted and accomplished in a professional and workmanlike manner.

   ii. The Service will be made available per the Service Level defined herein below.

   iii. The Service will allow for the acceptance and processing of over-dimension and overweight vehicle permit applications as authorized by the DuPage County Ordinance/Amendments for Overweight/Over-Dimension Truck Permit and Violation Fees (ODT-006D-92) (County’s Code).

   iv. The Service will be hosted using computer servers contracted by Oxcart.

   v. Oxcart reserves the right to change computer servers and computer server hosting providers at any time with notice provided to the County during the term of this Agreement.

   vi. Oxcart reserves the right to update code and/or security measures at any time without notice during this agreement. Oxcart will maintain a Security Incident Response plan which will be made available to the County for review and in a format acceptable to the County.

   vii. The content of the County web pages within the Service shall be dedicated solely to the County. The content of such pages shall include but not be limited to:

       1. Application fields necessary to receive, pay for, and process a permit.

       2. Maintain user information and icons representative of the County.
3. Automated permits, in which permits do not need to be reviewed by County, and non-automated permits, in which permits must be reviewed by County, as directed by the County.

4. All credit card processing and customer data shall be protected and completed under the PCI Compliance Statement reviewed and approved by the County.

viii. The online over-dimension and overweight vehicle permit application will be based upon and processed according to the requirements of the DuPage County Ordinance/Amendments for Overweight/Over-Dimension Truck Permit and Violation Fees (ODT-006D-92) (County’s Code). If the County’s Code is amended, the requirements from the most updated County’s Code shall be followed. The Service shall provide the County and Customers with an unlimited number of free user access accounts with which to apply and pay for the issuance of over-dimension and overweight vehicle permits.

ix. Oxcart shall process all permit applications (both automated and non-automated). Upon receipt of an automated permit application, Oxcart shall within the time limit set forth in the Service Level section defined herein below, contact the Applicant with information regarding the approval, denial, or approval with pre-programmed conditions of the permit, and, upon approval, collect payment for County permit fees and any other applicable fees, and issue the permit. Upon receipt of a non-automated permit application, Oxcart shall within the time limit set forth in the Service Level section defined herein below, provide the County with all information necessary for the County to review, approve or deny, or establish conditions under which the permit will be granted. Upon the County’s review of a non-automated permit application, Oxcart shall contact the Applicant with information regarding the approval, denial, or approval with conditions of the permit, and, upon approval, collect payment for County permit fees and any other applicable fees, and issue the permit.

x. All payments shall be accepted utilizing an integrated credit card payment processor to accept online payments for the County. In addition to the County permit fee, for each transaction, the credit card payment processor will assess the Customer with a fee calculated on the sum of the total of the maximum County permit fee and the Oxcart Service Fee, plus an additional service fee for each transaction. Payment in full of the County permit fee, the credit card payment processor fee, the transaction fee and the Oxcart Service Fee will be required in order for the Customer to access the approved
permit. However, in no event may Oxcart or the County violate the Local Government Acceptance of Credit Card Act (50 ILCS 345/1, et seq.)

1. Oxcart does not set the credit card payment processor fees or transaction fees, which are subject to change at any time with notice. At the time of this Agreement the payment processor fee is 2.9% of the calculated sum of the total of the maximum County permit fee and the Oxcart Service Fee, plus a $.30 per transaction fee. Oxcart shall promptly notify the County of changes to these rates as soon as Oxcart becomes aware of the rate change.

2. Upon change of credit card payment processor fees, Oxcart shall update the County web application to reflect the new rates and notify the County of the change.

3. Oxcart reserves the right to change credit card payment processors at any time with notice to the County.

xiv. County permit fees shall be collected by Oxcart in accordance with the provisions of the DuPage County Ordinance/Amendments for Overweight/Over-Dimension Truck Permit and Violation Fees (ODT-006D-92) (County's Code).

xii. On or before the tenth business day of each month, Oxcart shall transfer to the County through ACH direct deposit or bill payment system through the United States Postal Service all County permit fees for all approved permits for the preceding calendar month. All County permit fees shall be paid in full by Oxcart each month to the County. In addition, by the tenth business day of each month, Oxcart shall transmit by email or United States Postal Service, a report providing the name, address, date of payment, date of permit issuance and County permit fee collected for each permit approved and issued. Such report shall be in a format approved by the County and shall be sent as provided in the NOTICES section of the AGREEMENT.

xiii. Oxcart will not disseminate any phone numbers, email addresses or other personal information of Customers other than what is displayed on an approved permit.

xiv. Oxcart shall maintain permit data for online access by the County for a minimum of ninety (90) calendar days and allow the County to download County permit data during this time. Oxcart shall maintain the County’s permit data for a period of ten (10) years.
xv. Oxcart shall maintain complete and accurate books, records and accounts showing the permits issued and its billings for the County permit fees and the permit services provided to the County and the amount collected for County permit fees. Such books and records shall be made available for examination and audit by the County at any time during business hours upon request.

xvi. Notwithstanding anything to the contrary in the foregoing, Oxcart is free to upgrade and modify its network, application, and backup infrastructure pursuant to a Systems Maintenance policy which will be available to the County for review.

xvii. Oxcart may choose to add standard features and upgrades to the application at no additional charge to the County or Customer. Oxcart shall immediately inform the County of any breach of security or identity theft related to Oxcart's Services under this Agreement.

xviii. Oxcart is free to market the Service to other organizations, municipalities, and customers without exception or exclusion except at the sole discretion of Oxcart.

2. Payment and Fees for Service.
   i. As full and complete compensation for the Service to be provided hereunder, Oxcart shall assess a Service Fee to the Customer, in addition to the credit card payment processing fees, as provided in Section 1(xi).
   
   ii. Such Service Fee shall be assessed based upon the cost of the permit applied for and as provided in the following Schedule:

<table>
<thead>
<tr>
<th>County Permit Fee</th>
<th>Oxcart Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.00 - $49.99</td>
<td>$5.00 flat fee</td>
</tr>
<tr>
<td>$50.00 - $99.99</td>
<td>10%</td>
</tr>
<tr>
<td>$100.00 - $199.99</td>
<td>$12.50 flat fee</td>
</tr>
<tr>
<td>$200.00 or more</td>
<td>$15.00 flat fee</td>
</tr>
</tbody>
</table>

   iii. All payments are final and Oxcart will not refund the Customer any monies collected through the credit card payment processor unless the payment was made in error or without authorization, the permit was issued in error or an error occurred which was directly attributable to Oxcart or the credit card payment processor, or the County requests a refund be processed through the credit card processor for an approved permit to which the credit card processor fee assessed to Oxcart will be deducted from the monthly payment to
the County. Oxcart may elect to refund monies via check or ACH at its sole discretion, and the County reserves the right to internally issue County permit fee refunds to Customers through their finance department. Oxcart shall provide the County with notice of any payment that is in dispute.

iv. Once the transaction has been completed and all fees received from the credit card payment processor, Oxcart will not store or retain any Customer financial or credit information.

v. Within the first twelve (12) months upon execution of this Agreement, Oxcart will seek to develop and implement alternative, online Customer payment methods, including electronic ACH. Both Oxcart and the County agree to negotiate in good faith any addendums for fees which may need to be passed along to the Customer for the cost of new payment methods.

**Service Level**

Oxcart will use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week. Down time is defined as the period of time over which the County and/or Customers is unable to access the Service due to a failure of Oxcart’s application. Oxcart shall provide an accessible toll free number to Customers 24 hours a day, 7 days a week, with reasonable customer service response available Monday through Friday, 8:00 AM-4:30 PM CST or CDT. Scheduled maintenance will be performed from time to time as determined by written and available Oxcart policy which may result in the Application being inaccessible to the County and/or Customers. Such scheduled maintenance activates are not considered down time. Care will be taken to minimize impact to the Service during normal business hours, considered as Monday through Friday 7:00 AM to 6:00 PM CST or CDT.

Barring situations listed below which are exempt from this Service Level, information regarding the approval, denial, or approval with pre-programmed conditions of a new automated permit application will be sent by Oxcart to the Customer via email upon submittal of the Application. Non-automated permit applications will be sent by Oxcart to the County for review by the County via email upon submission by the Customer within the Application. Upon the County providing Oxcart information regarding the approval, denial, or approval with conditions of the non-automated permit, Oxcart will provide said information to the Customer via email upon submission.

The following items or situations are exempt from the availability service level commitment:

- Down time resulting from issues with the County's and/or Customer's networks, email servers, email filters, hardware, or software.
• All internet connectivity and infrastructure issues/failures not attributable to Oxcart's facilities or equipment.
• Service or availability issues related to malicious behavior by the County or any of its employees, agents or Customers.
• Attacks by third parties (hacks, viruses, etc.) provided that Oxcart has made commercially reasonable efforts to defend against such attacks.
• Events of force majeure, including acts of war, earthquake, flood, acts of God, etc.
EXHIBIT B

DU PAGE COUNTY DIVISION OF TRANSPORTATION

CONSULTANT STAFF CHANGE NOTIFICATION

The Firm of ________________________________ hereby notifies the COUNTY through the DIVISION OF TRANSPORTATION that they need to reassign staff for the ________________________________ SERVICES.

Position:

Person:

Effective date:

Reason for requesting change:

Proposed Replacement: ________________________________ (attach resume)

Transition Plan (provide an outline of the steps that the CONSULTANT will take to assure adequate exchange of information and responsibility, including Principal Engineer oversight and requested involvement by COUNTY staff.)
Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County’s Contractual Obligation.

Date: Jan 20, 2018

Bid/Contract/PQ #:

<table>
<thead>
<tr>
<th>Company Name: Oxcart Permit Systems, LLC</th>
<th>Company Contact: Bryce Baker</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: (391) 205-6160</td>
<td>Contact Email: <a href="mailto:bbaker@oxcartpermits.com">bbaker@oxcartpermits.com</a></td>
</tr>
</tbody>
</table>

16.A.b

Packet Pg. 1109

Attachment: Oxcart Permit Systems, LLC - Ethics (DT-R-0057-18 : Oxcart Permit Systems, LLC)

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount of or in excess of $25,000 shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, “contractor or vendor” includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

   X NONE (check here) - If no contributions have been made

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

   X NONE (check here) - If no contacts have been made

<table>
<thead>
<tr>
<th>Lobbyists, Agents, and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county’s ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have read, understood, and voluntarily agree to the above:

Signature on File

Authorized Signature

Printed Name: Bryce Baker

Title: Owner - Chief Operating Officer

Date: Jan 20, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page ______ of ______ (total number of pages).
AWARDING RESOLUTION
ISSUED TO BUCHANAN ENERGY (N), LLC
TO FURNISH AND DELIVER GASOLINE AND DIESEL FUEL
AS NEEDED FOR THE DIVISION OF TRANSPORTATION,
PUBLIC WORKS AND FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED $1,347,400.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation and Public Works Committees recommend County Board approval for the issuance of a contract to Buchanan Energy (N), LLC, to furnish and deliver gasoline and diesel fuel, as needed for the Division of Transportation, Public Works and Facilities Management, for the period April 1, 2018 through March 31, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver gasoline and diesel fuel, as needed for the Division of Transportation, Public Works and Facilities Management, for the period April 1, 2018 through March 31, 2019, is hereby approved for issuance to Buchanan Energy (N), LLC, 7315 Mercy Road, Omaha, Nebraska 68124, for a contract total not to exceed $1,347,400.00 (Division of Transportation - $800,000.00/ Public Works - $475,000.00/ Facilities Management - $72,400.00), per renewal option under bid award 16-043-BF, second of three options to renew.

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

__________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
### PROCUERMENT REVIEW CHECKLIST

**REQUISITION**
This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
<th>SOLICITATION METHOD FOR SOURCE SELECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DATE SUBMITTED</strong></td>
<td><strong>CONTRACT TERM</strong></td>
</tr>
<tr>
<td>CONTRACT TOTAL AMOUNT</td>
<td>$1,347,400.00</td>
</tr>
</tbody>
</table>

**No Decision Memo Required**  Lowest Responsible Bidder - See attached tabulation

- Eva Hitchcock  Completed  01/26/2018 11:16 AM
- Christopher Snyder  Completed  01/26/2018 11:36 AM
- Angela Bendinelli  Completed  02/05/2018 3:13 PM
- Nick Kottmeyer  Completed  02/06/2018 8:36 AM
- Laura Grobe  Completed  02/12/2018 3:40 PM
- Tim Harbaugh  Completed  02/12/2018 4:30 PM
- Kathy Ostrowski  Completed  02/13/2018 8:21 AM
- James McGuire  Completed  02/13/2018 9:29 AM
- Paul Rafac  Completed  02/13/2018 4:57 PM
- Kathy Ostrowski  Completed  02/15/2018 10:54 AM
- Public Works Committee  Completed  02/20/2018 9:15 AM
- Transportation Committee  Completed  02/20/2018 10:00 AM
- Finance Committee  Pending  02/27/2018 8:00 AM
- County Board  Completed  02/27/2018 10:00 AM
# Purchase Requisition

## Procurement Services Division

### Send Purchase Order To:
- **Vendor:** Buchanan Energy (N) LLC  
  **Vendor #:** 24431  
- **Attn:** Matthew Atkins  
  **Email:** matkins@buchananenergy.com  
- **Address:** 7315 Mercy Road  
  **City:** Omaha  
  **State:** NE  
  **Zip:** 68124  
- **Phone:** 630-509-2051  
  **Fax:** 866-460-7283

### Send Invoices To:
- **Dept:** Division of Transportation  
  **Division:** Fleet Maintenance  
- **Attn:** Kathy Curcio  
  **Email:** kathy.black@dupageco.org  
- **Address:** 421 N. County Farm Road  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187  
- **Phone:** 630-407-6892  
  **Fax:**

### Send Payments To:
- **Vendor:** Buchanan Energy (N) LLC  
  **Vendor #:** 24431  
- **Attn:** Joe Bechtold  
  **Email:** Joseph.bechtold@dupageco.org  
- **Address:** 180 N. County Farm Road  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187  
- **Phone:** 630-407-6931  
  **Fax:** 630-407-6962

### Ship To:
- **Contractor:** Contract Administrator  
  **Contract Start Date:** April 1, 2018  
  **Contract End Date:** March 31, 2019

### Payment Terms:
- **PO 50 ILCS 505/1**
- **F.O.B.**
- **Destination**

### Purchase Order Details:

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<tr>
<th>LN</th>
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<th>UOM</th>
<th>Item Detail (Product #)</th>
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<th>Dept #</th>
<th>Acctg Unit</th>
<th>Sub-Acct #</th>
<th>Sub-Acct #</th>
<th>Unit Price</th>
<th>Extension</th>
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<td>53300</td>
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<td>2,400.00</td>
<td>2,400.00</td>
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</table>

**Requisition Total:** $1,347,400.00

### Header Comments
- *THIS CONTRACT PURCHASE ORDER IS TO FURNISH AND DELIVER GASOLINE AND DIESEL FUEL FOR THE PERIOD APRIL 1, 2018 THROUGH MARCH 31, 2019 PER LOW BID OPTION TO RENEW #16-043 GROUP 1 (DOT) AND GROUP 3 (FM)*
- *THIS IS THE SECOND OF THREE OPTIONAL RENEWALS*
- *DOLLAR VALUE IS ESTIMATED. ORDERS WILL BE PLACED ON AN "AS NEEDED" BASIS, WITH ITEMS AND QUANTITIES SPECIFIED AT THE TIME ORDERS ARE PLACED.*

### Special Instructions/Comments to Buyer or Approver
- *SEND COMPLETED APPROVED PO TO MATTHEW ATKINS*

### User Department Internal Notes
- *FY2018 1500-3520-52260 $500,000.00*
- *FY2019 1500-3520-52260 $300,000.00*
- *DT-P-0034-18 Public Works - 02/20/18*
- *Transportation - 02/20/18*
- *Finance - 02/27/18*
- *County Board - 02/27/18*
# Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th><strong>Vendor:</strong> Buchanan Energy, LLC</th>
<th><strong>Vendor #:</strong> 24431</th>
<th><strong>Contract Term:</strong> 4/1/2018 - 3/31/2019</th>
<th><strong>Contract Total:</strong> $1,347,400.00</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Dept:</strong> Transportation</td>
<td><strong>Contact:</strong> Joe Bechtold</td>
<td><strong>Phone:</strong> 630-407-6931</td>
<td><strong>Assigned Committee:</strong> Transportation</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background:**
To furnish and deliver Gasoline and Diesel Fuel, for a contract total, not to exceed, $1,347,400.00.

**Reason for Procurement:**
To provide Gasoline and Diesel fuel for County owned and operated vehicles and equipment.

**FUNDING SOURCE**

- [ ] Procurement budgeted for (FY and budget code(s)): 1500-3520-52260 (DOT) 2000-2665-52260 (PW) 1000-1100-52260, 53300 (FM)
- [ ] Budget Transfer (Date) ___________________________ Add'l Information

**DECISION MEMO NOT REQUIRED**

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # ___________________________ (QUOTE < $25,000, BID > $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # 16-043-BF  
  - [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00  
  - [ ] Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ___________________________ (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # ___________________________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # ___________________________

**PREPARED BY AND APPROVAL(S) (Initials Only)**

DG, CPPB  
Prepared By  
Jan 22, 2018  
Recommended for Approval Date IT Approval, if required Date

**REVIEWED BY (Initials Only)**

Buyer  
Date  
Procurement Officer  
Date  
2-1-18

Chief Financial Officer  
Date  
Chairman's Office  
Date  
2-13-18

Attachment: Buchanan Energy (N), LLC - Checklist (DT-P-0034-18 : Buchanan Energy (N), LLC)
This agreement, made and entered into by the County of DuPage, Department of Finance, Procurement Services Division, 421 North County Farm Road, Wheaton, Illinois hereinafter called the "County" and Buchanan Energy (N) LLC, 7315 Mercy Rd, Omaha, NB 68124 herein after called the "Contractor", witnesseth;

The County and the Contractor have previously entered into a 1st Renewal Contract, pursuant to low bid #16-043 which became effective April 1, 2017, and which expires March 31, 2018. The contract is subject to a 2nd option to renew for a twelve (12) month period.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract #16-043.

The contract renewal becomes effective April 1, 2018 and expires March 31, 2019 contingent upon any applicable Parent Committee and Board approval.

BUCHANAN ENERGY (N) LLC.
Signature on File

<table>
<thead>
<tr>
<th>SIGNATURE</th>
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</tr>
</thead>
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<tr>
<td>DATE</td>
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</table>

Adasion Mahone
PRINTED NAME

COUNTY OF DUPAGE
Signature on File

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>2/5/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE</td>
<td></td>
</tr>
</tbody>
</table>

Glenda Vasak
BUYER II

Packet Pg. 1114
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

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

Signature on File

Authorized Signature

Printed Name: Adarion Mahone

Title: Business Development Manager

Date: January 29, 2018

Packet Pg. 1115
Requisition 25k and over
DT-P-0043-18

AWARDING RESOLUTION
ISSUED TO RUSH TRUCK CENTERS OF ILLINOIS, INC.
D/B/A RUSH TRUCK CENTER, CHICAGO
TO FURNISH AND DELIVER
FOUR (4) TANDEM AXLE SIX WHEELERS
WITH SNOW AND ICE EQUIPMENT
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $712,728.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Rush Truck Centers of Illinois, Inc., d/b/a Rush Truck Center, Chicago, to furnish and deliver four (4) tandem axle six wheelers with snow and ice equipment for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver four (4) tandem axle six wheelers with snow and ice equipment for the Division of Transportation, is hereby approved for issuance to Rush Truck Centers of Illinois, Inc., d/b/a Rush Truck Center, Chicago, 4655 South Central Avenue, Chicago, Illinois 60638, for a contract total not to exceed $712,728.00, per lowest responsible bid 18-003-LG.

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>REQUESTING DEPT.</th>
<th>TRANSPORTATION COMMITTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACT TOTAL AMOUNT</td>
<td>$712,728.00</td>
<td></td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

*No Decision Memo Required*  Lowest Responsible Bidder - See attached tabulation

- Eva Hitchcock  Completed  02/06/2018 2:55 PM
- Christopher Snyder  Completed  02/07/2018 9:06 AM
- Kathy Ostrowski  Completed  02/08/2018 3:49 PM
- James McGuire  Completed  02/15/2018 11:54 AM
- Paul Rafac  Completed  02/15/2018 2:16 PM
- Kathy Ostrowski  Completed  02/16/2018 9:24 AM
- Transportation Committee  Completed  02/20/2018 10:00 AM
- Finance Committee  Pending  02/27/2018 8:00 AM
- County Board  Completed  02/27/2018 10:00 AM
# Purchase Requisition

**Procurement Services Division**

## Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: D/B/A Rush Truck Center of Chicago</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor #: 13272</td>
</tr>
<tr>
<td>Attn: Dave Mueller</td>
</tr>
<tr>
<td>Email: <a href="mailto:muellerd@rushenterprises.com">muellerd@rushenterprises.com</a></td>
</tr>
<tr>
<td>Address: 4655 S. Central Ave.</td>
</tr>
<tr>
<td>City: Chicago</td>
</tr>
<tr>
<td>State: IL</td>
</tr>
<tr>
<td>Zip: 60638</td>
</tr>
<tr>
<td>Phone: 708-295-5800</td>
</tr>
</tbody>
</table>

## Send Invoices To:

<table>
<thead>
<tr>
<th>Dept: Division of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Kathy Curcio</td>
</tr>
<tr>
<td>Email: <a href="mailto:kathy.black@dupageco.org">kathy.black@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Road</td>
</tr>
<tr>
<td>City: Wheaton</td>
</tr>
<tr>
<td>State: IL</td>
</tr>
<tr>
<td>Zip: 60187</td>
</tr>
<tr>
<td>Phone: 630-407-6892</td>
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## Send Payments To:

<table>
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<tr>
<td>Email: <a href="mailto:muellerd@rushenterprises.com">muellerd@rushenterprises.com</a></td>
</tr>
<tr>
<td>Address: 4655 S. Central Ave.</td>
</tr>
<tr>
<td>City: Chicago</td>
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<tr>
<td>State: IL</td>
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<tr>
<td>Zip: 60638</td>
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<tr>
<td>Phone: 708-295-5800</td>
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## Ship To:

<table>
<thead>
<tr>
<th>Dept: Division of Transportation</th>
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<tbody>
<tr>
<td>Attn: Joe Bechtold</td>
</tr>
<tr>
<td>Email: <a href="mailto:joseph.bechtold@dupageco.org">joseph.bechtold@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 180 N. County Farm Road</td>
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<tr>
<td>City: Wheaton</td>
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<tr>
<td>State: IL</td>
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<td>Zip: 60187</td>
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<tr>
<td>Phone: 630-407-6931</td>
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## Payment Terms

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## Requisition Total $712,728

### Header Comments (these comments will appear on the PO20 and PO25 Purchase Order):

THIS CONTRACT PURCHASE ORDER IS FOR THE PURCHASE OF FOUR (4) TANDEM AXLE 6 WHEELERS WITH SNOW AND ICE EQUIPMENT AND ANTI ICING PUMPING SYSTEM WITH TRADE INS AS LISTED, FOR A CONTRACT TOTAL OF $712,728.00.

DELIVERY ON OR BEFORE 9/1/2018

### Special Instructions/Comments to Buyer or Approver (these comments will NOT appear on the Purchase Order):

SEND COMPLETED APPROVED PO TO DAVE MUELLER

### User Department Internal Notes (these comments will NOT appear on the Purchase Order):

DT-P-0043-18
Transportation - 02/20/18
County Board - 02/27/18
### Procurement Review Checklist

**Procurement Services Division**

*This form must accompany all Purchase Order Requisitions. Attach Required Vendor Ethics Disclosure Statement.*

<table>
<thead>
<tr>
<th>Vendor: Rush Truck Centers of Illinois</th>
</tr>
</thead>
<tbody>
<tr>
<td>D/B/A Rush Truck Center Chicago</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vendor #: 13272</th>
<th>Contract Term: One Time Delivery</th>
<th>Contract Total: $712,728.00</th>
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</table>

<table>
<thead>
<tr>
<th>Dept: Division of Transportation</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Contact: Joe Bechtold</th>
<th>Phone: 630-407-6931</th>
<th>Assigned Committee: Transportation</th>
</tr>
</thead>
</table>

#### Description of Procurement/Scope of Work/Background

To furnish and deliver four (4) tandem axle six wheelers with snow and ice equipment and anti-icing pumping system for a contract total not to exceed $712,728.00.

#### Reason for Procurement

The DuPage County Vehicle Replacement Policy requires that a vehicle be in service a minimum of 12 years or have a minimum 150,000 miles and must be assessed by a mechanic prior to being considered for replacement. These vehicles are replacing H-86, H-87, H-88 and H-89.

#### FUNDING SOURCE

- Procurement budgeted for (FY and budget code(s)): 1500 3510 54120
- Budget Transfer (Date): __________ Add'l Information

#### DECISION MEMO NOT REQUIRED

- LOWEST RESPONSIBLE QUOTE # or BID # 18-003-LG (QUOTE < $25,000, BID < $25,000; attach Tabulation)
- RENEWAL, Enter Bid # __________ Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (c) IT/Telecom purchases under $35,000.00
- PUBLIC UTILITY
- PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (c) not suitable for competitive bidding. Explain below:

#### DECISION MEMO REQUIRED

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # __________ (Include Evaluation Summary if applicable)
- RENEWAL OF RFP # __________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # __________

#### PREPARED BY AND APPROVAL(S) (Initials Only)

<table>
<thead>
<tr>
<th>DG, CPPB</th>
<th>Prepared By</th>
<th>Date</th>
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#### REVIEWED BY (Initials Only)

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<th>Date</th>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM</td>
<td>2-15-18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td>2-15-18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chairman’s Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td></td>
</tr>
</tbody>
</table>
## COUNTY OF DU PAGE, ILLINOIS
### PROCUREMENT SERVICES DIVISION
#### BID TABULATION ADVISE

**BID #18-003-LG**  
6 - Wheeler  
**BID OPENING DATE:** 1/31/2018  
**1:30 P.M.**

<table>
<thead>
<tr>
<th>Responsible Bids:</th>
<th>Grand Total with Trade-In</th>
<th>Grand Total without Trade-In</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rush Truck Centers</td>
<td>$712,728.00</td>
<td>$792,728.00</td>
</tr>
<tr>
<td>Rush Truck Centers with Bonnell</td>
<td>$717,456.00</td>
<td>$797,456.00</td>
</tr>
<tr>
<td>Rush Truck Centers with Monroe</td>
<td>$717,752.00</td>
<td>$797,752.00</td>
</tr>
<tr>
<td>Trans Chicago</td>
<td>$721,140.00</td>
<td>$785,140.00</td>
</tr>
<tr>
<td>JX Peterbilt With Monroe</td>
<td>$727,460.00</td>
<td>$799,460.00</td>
</tr>
<tr>
<td>JX Peterbilt with Henderson</td>
<td>$728,256.00</td>
<td>$800,256.00</td>
</tr>
<tr>
<td>M&amp;K Truck Centers Mack Truck with Bonnell</td>
<td>$754,304.00</td>
<td>$818,304.00</td>
</tr>
<tr>
<td>CIT Trucks with Monroe</td>
<td>$829,972.00</td>
<td>$859,972.00</td>
</tr>
<tr>
<td>WIT Trucks With Bonnell</td>
<td>$830,676.00</td>
<td>$860,676.00</td>
</tr>
</tbody>
</table>

**Signature on File**

Kick Venusa, JX Peterbilt  
Mirada Le Jeune, JX Peterbilt  
Duane Schaefer, TransChicago  
Norm LaValla, Henderson Products  
Darcie Garza, DuPage DOT  
Catlyn Hicks, DuPage Finance  
Larry Gammel, DuPage County Buyer

Invitations: 23  
Potential Bidders Requesting Bid Documents: 12  
Total Bid Responses Received: 5

2/22/2016
# Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contracted Obligation.

**Rush Truck Centers of Illinois**

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Rush Truck Centers of Illinois</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name:</td>
<td>Tim Conroy</td>
</tr>
<tr>
<td>Contact Phone:</td>
<td>708-295-5800</td>
</tr>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:conroy@rushtruckenterprises.com">conroy@rushtruckenterprises.com</a></td>
</tr>
</tbody>
</table>

**The DuPage County Procurement Ordinance requires the following written disclosures prior to award:**

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract is to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters, counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

![X] **NONE (check here) - If no contributions have been made**

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g., cash, type of item, services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

![X] **NONE (check here) - If no contacts have been made**

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disqualification from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to contract action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annually disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

http://www.dupagecounty.org/County/Board/Policies/

I hereby acknowledge that I have read, understood and agree to these requirements.

**Signature on File**

**Authorized Signature**

**Printed Name:**

**Title:** General Manager

**Date:** 1-30-18

Attach additional sheets if necessary. Sign each sheet and number each page. Page of (total number of pages)
AWARDING RESOLUTION
ISSUED TO MONROE TRUCK EQUIPMENT, INC.
TO FURNISH AND DELIVER
ONE (1) ASPHALT RECYCLER PATCH CART
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $28,727.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Monroe Truck Equipment, Inc., to furnish and deliver one (1) asphalt recycler patch cart for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver one (1) asphalt recycler patch cart for the Division of Transportation, is hereby approved for issuance to Monroe Truck Equipment, Inc., 1051 West 7th Street, Monroe, Wisconsin 53566, for a contract total not to exceed $28,727.00, per lowest responsible bid 18-023-BF.

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

_____________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
## PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
<th>TRANSPORTATION COMMITTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$28,727.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

**No Decision Memo Required**  Lowest Responsible Bidder - See attached tabulation

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
<td>Completed</td>
<td>02/07/2018 12:40 PM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>02/09/2018 6:57 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>02/12/2018 11:21 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>02/15/2018 11:02 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>02/15/2018 2:17 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>02/16/2018 9:18 AM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>Completed</td>
<td>02/20/2018 10:00 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>02/27/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Completed</td>
<td>02/27/2018 10:00 AM</td>
</tr>
</tbody>
</table>
**Send Purchase Order To:**
Vendor: Monroe Truck Equipment, Inc.  
Vendor #: 10352  
Attn: Tom Markel  
Email: tmarkel@monroetruck.com  
Address: 1051 W. 7th St.  
City: Monroe  
State: WI  
Zip: 53566  
Phone: 331-229-0744  
Fax:  

**Send Payments To:**
Vendor: Monroe Truck Equipment, Inc.  
Vendor #: 10352  
Attn:  
Email:  
Address: 1051 W. 7th St.  
City: Monroe  
State: WI  
Zip: 53566  
Phone: 331-229-0744  
Fax:  

**Send Invoices To:**
Dept: Division of Transportation  
Division: Highway Maintenance  
Attn: Kathy Curcio  
Email: kathy.black@dupageco.org  
Address: 421 N. County Farm Road  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-407-6892  
Fax:  

**Ship To:**
Dept: Division of Transportation  
Division: Highway Maintenance  
Attn: Joe Bechtold  
Email: Joseph.bechtold@dupageco.org  
Address: 180 N. County Farm Road  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-407-6931  
Fax:  

**Payment Terms:**
PER 50 ILCS 505/1

**F.O.B.:** Destination

**PO 20 Delivery Date:** Mar 31, 2018

**Requisitioner:** Darcie Garza, CPPB

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acct Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>KM8000T</td>
<td>KM INTERNATIONAL ASPHALT RECYCLER PATCH CART</td>
<td>1500</td>
<td>3510</td>
<td>54110</td>
<td>28,727.00</td>
<td>28,727</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total:** $28,727

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):
THIS CONTRACT PURCHASE ORDER IS TO FURNISH AND DELIVER ONE (1) KM INTERNATIONAL ASPHALT RECYCLER PATCH CART PER LOW BID #18-02: BF.

PLEASE CONTACT JOE BECHTOLD 48 HOURS PRIOR TO DELIVERY AT 630-407-6931.

**Special Instructions/Comments to Buyer or Approver** (these comments will **NOT** appear on the Purchase Order):
EMAIL COMPLETED APPROVED PO TO TOM MARKEL

**User Department Internal Notes** (these comments will **NOT** appear on the Purchase Order):
DT-P-0045-18  
Transportation - 02/20/18  
County Board - 02/27/18
## Procurement Review Checklist

**Procurement Services Division**  
This form must accompany all Purchase Order Requisitions  
Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor: Monroe Truck Equipment, Inc.</th>
<th>Vendor #: 10352</th>
<th>Contract Term: One Time Delivery</th>
<th>Contract Total: $28,727.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Joe Bechtold</td>
<td>Phone: 630-407-6931</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

### Description of Procurement/Scope of Work/Background
To furnish and deliver one (1) asphalt recycler patch cart for a contract total not to exceed $28,727.00.

### Reason for Procurement
An asphalt recycling patch cart, can be used to recycle old asphalt into a new usable recycled hot patch material and/or for warming of UPM/Cold mix.

### Funding Source
- [ ] Procurement budgeted for (FY and budget code(s)): 1500 3510 54110
- [ ] Budget Transfer (Date) ___________  
  Add'l Information

### Decision Memo Not Required
- [ ] LOWEST RESPONSIBLE QUOTE # or BID # 18-023-BF  
  (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid #  
  □ Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00  
  □ Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:
  
### Decision Memo Required
- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ___________________________  
  (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # ___________________________  
  PROFfESsIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # ___________________________

### PREPARED BY AND APPROVAL(S) (Initials Only)

<table>
<thead>
<tr>
<th>DG, CPPB</th>
<th>Prepared By</th>
<th>Feb 5, 2018</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>2/17/18</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
</table>

### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2-14-18</td>
<td></td>
<td>2-15-18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman’s Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2-15-18</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

attachment: Monroe Truck Equipment, Inc. - Checklist (DT-P-0045-18: Monroe Truck Equipment, Inc.)
COUNTY OF DU PAGE, ILLINOIS  
PROCUREMENT SERVICES DIVISION  
BID TABULATION  

Bid #18-023-BF  
4 TON ASPHALT RECYCLER PATCH CART  

BID OPENING DATE: FEBRUARY 21, 2018  
2:30 P.M.  

<table>
<thead>
<tr>
<th>BIDS:</th>
<th>TOTAL LUMP SUM BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonnell Industries</td>
<td>$44,432.00</td>
</tr>
<tr>
<td>Galva Road Equipment, Inc.</td>
<td>$44,445.00</td>
</tr>
<tr>
<td>Midwest Paving Equipment, Inc.</td>
<td>$43,272.00</td>
</tr>
<tr>
<td>Monroe Truck Equipment</td>
<td>$28,727.00</td>
</tr>
<tr>
<td>Spalding Manufacturing, Inc.</td>
<td>$29,891.00</td>
</tr>
</tbody>
</table>

BID OPENING ATTENDED BY:  
Debby Thompson, CPPB, DuPage County Buyer  
Caryn Hicks, DuPage County Division I  
See attached Sign in Sheet  

INVITATIONS SENT: 170  
PLAN HOLDERS: 3  
AD DATE: 01/16/18
 COUNTY OF DU PAGE, ILLINOIS

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the
County's Contractual Obligation.

Company Name: MONROE TRUCK EQUIPMENT
Company Contact: Greg Kuhnenbuhl
Contact Phone: 630-794-5276
Contact Email: gkt@monroetru.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders on one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount of or in excess of $25,000, shall provide a Disclosure Statement. A written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contractor to be awarded will benefit. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters, counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

[Table]

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of all individuals who are or will be having contact with county officials or employees in relation to the contract or bid and shall update such disclosure with any changes that may occur.

[Table]

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disqualification from future county contracts.

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

The full text for the county's ethics and procurement policies and ordinances are available at:
https://www.dupageil.org/ProcurementPolicy

I hereby acknowledge that I have read, understood and agreed to the above.

[Signature]

Printed Name: Greg Kuhnenbuhl
Title: Vice President/Secretary
Date: 2/1/18

Attach additional sheets if necessary. Sign each sheet and number each page.

BID #15423-SF PATCH CART
Page 33 of 39

Packet Pg. 1127
PA99-0646 Pension Obligation Projections Required by the Local Government Wage Increase Transparency Act

These calculations are projections based on the County’s internal employment and payroll records. The Illinois Municipal Retirement Fund (IMRF) will calculate the final payouts of the employee’s pension and resulting cost to the County after the employee’s actual separation from County employment.

As used in this report:

“Retention Benefit” means a payment required by the County’s Employee Retention Program. The County Board adopted the Employee Retention Program as an employee benefit in January of 1999 and discontinued it in December of 2002. Only employees hired prior to December 1, 2002 were eligible for this benefit, those hired after were not.

“Pre-FY12 Sick Time” means a payment for unused sick time that an employee accumulated prior to FY12. In 2011 the County Board amended its personnel policy so that sick time accumulated afterwards did not carry value that an employee could use to increase IMRF benefits.

EMPLOYEE OF THE CLERK OF THE CIRCUIT COURT
Robin J Berendson, Lead Court Service Specialist
Reason for Payout: Retirement Date 07/06/2018
Length of IMRF service at retirement: 25 years 1 month
Retention Benefit: 900.00 hours $26,247.33
Pre-FY12 Sick Time: 4.25 hours $123.95
Increase in monthly pension amount: $220.72
Increase in employer's pension cost: $40,019.26

John H Larson, Director of Operations
Reason for Payout: Retirement Date 07/18/2018
Length of IMRF service at retirement: 43 years 2 months
Retention Benefit: 900.00 hours $57,496.68
Pre-FY12 Sick Time: 823.75 hours $52,625.43
Increase in monthly pension amount: $1,720.66
Increase in employer's pension cost: $269,976.32
EMPLOYEES OF THE COUNTY BOARD

Care Center

Barbara J Kolton, Volunteer Services Supervisor
Reason for Payout: Retirement Date 05/25/2018
Length of IMRF service at retirement: 9 years 3 months
Pre-FY12 Sick Time: 39.25 hours $400.02
Increase in monthly pension amount: $1.28
Increase in employer's pension cost: $205.79