



Kane County

KC Executive Committee

Agenda

Government Center
719 S. Batavia Ave., Bldg. A
Geneva, IL 60134

PIEROG, Allan, Bates, Berman, Davoust, Ford, Gumz, Kiou, Kenyon, Lewis, Linder, Molina, Sanchez, Strathmann, Surges, & ex-officio Tepe (County Vice Chair)

Wednesday, August 7, 2024

9:00 AM

County Board Room

1. **Call to Order**
2. **Roll Call**
3. **Remote Attendance Requests**
4. **Pledge of Allegiance**
5. **Approval of Minutes: July 3, 2024**
6. **Public Comment (Agenda Items)**
7. **Public Comment (Non-Agenda Items)**
8. **Monthly Financials (K. Hopkinson)**
 - A. Monthly Finance Reports
9. **PIO Update (J. Mann)**
10. **Old Business**
 - A. Review of Committee 2025 Goals and Objectives
11. **New Business**
 - A. FY2025 County Board Office Budget Presentation
12. **Preliminary County Board Agenda:**

----- CONSENT AGENDA -----

American Rescue Plan

1. **Resolution:** Authorizing the Use of State and Local Fiscal Recovery Revenue Loss Recoupment Funds to Fund the Transitional Housing Program for the Kane County Sheriff's Office
2. **Resolution:** Authorizing the Use of State and Local Fiscal Recovery Funds to Fund Transitional Housing Program for the Kane County Sheriff's Office

3. **Resolution:** Authorizing an Agreement Between Kane County and Credible Mind, Inc. for Behavioral Health 360 Program for the Kane County Health Department ARPA Behavioral Health System Improvement Initiative
4. **Resolution:** Authorizing the Invoice Payment and Agreement with Submittable Holdings, Inc. for Web Based Grant Management Portal Hosting Service Rendered from 9/29/2024 to 9/28/2025
5. **Resolution:** Amending Resolution 23-385 Authorizing the Use of State and Local Fiscal Recovery Funds to Fund the Access Control Program for the Kane County Building Management Department to Update the Budget Table
6. **Resolution:** Amending Resolution 23-386 Authorizing the Use of State and Local Fiscal Recovery Funds to Fund the Kane County Manufacturing and Sustainability Fund for the Kane Development and Community Services Department to Update the Agreement with Illinois Manufacturing Excellence Center to Extend Completion Date to September 30, 2025

County Development

1. Proclamation Recognizing Mott's Lounge in Burlington, Illinois on it's 100th Anniversary
2. **Resolution:** Authorizing an Agreement Between Kane County and the Fox Valley Park District for the Completion of an Environmental Review for the Lippold Park Bicycle and Pedestrian Bridge Project

Finance

1. **Resolution:** Approving June 2024 Claims Paid
2. **Resolution:** Approving Agreement with EAG Great Lakes, LLC dba Eisneramper to Provide Professional Software Implementation Services to the Finance Department and Budget Transfer
3. **Resolution:** Approving Purchase from Workday Adaptive Planning of Pleasonton, California for Access to and Use of Data Analytics and Budgeting/Forecasting Software and Budget Transfer
4. **Resolution:** Emergency Appropriation for Payment to the Escrow Agent for Partial Defeasance of the Longmeadow Toll Bridge Revenue Bonds
5. **Resolution:** Authorizing ERAP2 Funding for External Housing Stabilization Services
6. **Resolution:** Authorizing a Contract for Kane County Building Management Pavement Management Services with Patriot Maintenance, Inc. (BID# 24-036-TS)
7. **Resolution:** Authorizing a Contract with Misfits Construction for the Construction of the Chisholm Trail Drainage Project for \$183,205

8. **Resolution:** Authorizing a Contract Renewal for Kane County Janitorial Supplies with Warehouse Direct (BID# 22-018)
9. **Resolution:** Metro West Contract Renewal For Services
10. **Resolution:** Authorizing Renewal of a Support Services Contract for the Homeless Management Information System
11. **Resolution:** Authorizing an Intergovernmental Agreement with Carroll County for Juvenile Detention Services
12. **Resolution:** Authorizing an Intergovernmental Agreement with Montgomery County for Juvenile Detention Services
13. **Resolution:** Authorizing an Intergovernmental Agreement with Shelby County for Juvenile Detention Services
14. **Resolution:** Authorizing Purchase of Audio-Visual Equipment and Supplies from Conference Technologies Inc. dba CTI
15. **Resolution:** Authorizing Purchase of Audio-Visual Equipment and Supplies for the 16th Judicial Circuit Court from Conference Technologies Inc. dba CTI
16. **Resolution:** Authorizing the Purchase of Three Vehicles for the Kane County Sheriff's Office

Human Services

1. Proclamation Recognizing June as Pride Month 2024 in Kane County, Illinois

Public Health

1. **Resolution:** Authorizing Agreement Between Kane County Health Department and Aurora Public Library District for Naloxone Vending Machine
2. **Resolution:** Authorizing Agreement Between Kane County Health Department and Copley Memorial Hospital, Inc. for Naloxone Vending Machine

Transportation

1. **Resolution:** Authorizing Pay Grade Changes, Pay Adjustments for Equity within Pay Grades for Promotions for the Kane County Division of Transportation
2. **Resolution:** Approving Adopt-A-Highway Applicants
3. **Resolution:** Approving 2025 Purchase of Ice Control Salt for the Kane County Division of Transportation and for Participating Governmental Agencies (BID# 24-033-TK)
4. **Resolution:** Authorizing a Grant Agreement Between the State of Illinois Department of Commerce and Economic Opportunity and the County of Kane for Longmeadow Parkway Corridor Project

5. **Resolution:** Approving a Permit Software License Renewal and Support Services Contract with Accela, Inc. of San Ramon, California
6. **Resolution:** Approving an Amendment to the Phase II Engineering Services Agreement with TranSystems Corporation of Schaumburg, Illinois for Bunker Road Extension, Kane County Section No. 14-00275-01-PV
7. **Resolution:** Approving an Agreement with V3 Companies, Ltd. of Woodridge, Illinois for the 2024 On-Call Phase III Environmental Services, Kane County Section No. 24-00480-02-SM
8. **Resolution:** Approving an Agreement with Hampton, Lenzini and Renwick, Inc. of Elgin, Illinois for 2024 On-Call Land Survey Services, Kane County Section No. 24-00368-07-EG

-----**END OF CONSENT AGENDA**-----

1. **Ordinance:** Amending Section 2-47(A) (Order of Business) and Section 2-47(B) (Rules of Order) of the Kane County Code
13. **Executive Session**
 - A. Release of Closed Session Minutes
14. **Open Session**
 - A. Vote on Release of Closed Session Minutes
15. **Committee Reports**
 - A. Madam Chairman's Comments
 - B. Legislative Update
 - C. All Other Committees
16. **Adjournment**

STATE OF ILLINOIS)
COUNTY OF KANE) SS.

FINANCE REPORT NO. TMP-24-2691

MONTHLY FINANCE REPORTS



Executive Accounts Payable by GL Distribution

Payment Date Range 06/01/24 - 06/30/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 001 - General Fund										
Department 010 - County Board										
Sub-Department 010 - County Board/Liquor										
Account 50150 - Contractual/Consulting Services										
14094 - McGuireWoods LLP	92824644	Consulting Services April 2024	Paid by EFT # 88421		05/09/2024	05/23/2024	05/23/2024		06/03/2024	10,000.00
Account 50150 - Contractual/Consulting Services Totals									Invoice Transactions 1	\$10,000.00
Account 52140 - Repairs and Maint- Copiers										
8930 - Impact Networking, LLC	3234161	Contract base rate charge	Paid by EFT # 88388		05/14/2024	05/20/2024	05/20/2024		06/03/2024	62.96
Account 52140 - Repairs and Maint- Copiers Totals									Invoice Transactions 1	\$62.96
Account 53060 - General Printing										
1849 - Batavia Instant Print Inc	20240194	Laser Checks	Paid by EFT # 88286		04/10/2024	04/10/2024	05/21/2024		06/03/2024	695.64
Account 53060 - General Printing Totals									Invoice Transactions 1	\$695.64
Account 53105 - Conferences and Meetings - Board Members										
4185 - Metro West Council of Government (COG)	5456	May Networking Dinner	Paid by EFT # 88731		06/05/2024	06/05/2024	06/05/2024		06/17/2024	50.00
Account 53105 - Conferences and Meetings - Board Members Totals									Invoice Transactions 1	\$50.00
Account 60000 - Office Supplies										
3578 - Warehouse Direct, Inc.	5721575-0	Office Supplies-Binders	Paid by EFT # 88510		05/14/2024	05/16/2024	05/16/2024		06/03/2024	347.52
3578 - Warehouse Direct, Inc.	5722190-0	Creamer/Plastic utensils	Paid by EFT # 88510		05/15/2024	05/20/2024	05/20/2024		06/03/2024	58.29
3578 - Warehouse Direct, Inc.	C5722190-0	Refund from Warehouse Direct order	Paid by EFT # 88510		05/17/2024	05/20/2024	05/20/2024		06/03/2024	(13.83)
3578 - Warehouse Direct, Inc.	5727853-0	Ritz Crackers	Paid by EFT # 88850		05/23/2024	05/29/2024	05/29/2024		06/17/2024	37.29
3578 - Warehouse Direct, Inc.	5727853-1	Ritz Crackers	Paid by EFT # 88850		05/29/2024	06/03/2024	06/03/2024		06/17/2024	21.27
5540 - The Tree House Inc	126607	toner	Paid by Check # 384538		05/06/2024	06/04/2024	06/04/2024		06/17/2024	1,781.53
Account 60000 - Office Supplies Totals									Invoice Transactions 6	\$2,232.07
Account 60010 - Operating Supplies										
3509 - DS Services of America, Inc. dba Primo Water NA	23847701 051124	Water delivery	Paid by EFT # 88344		05/11/2024	05/16/2024	05/16/2024		06/03/2024	37.30
Account 60010 - Operating Supplies Totals									Invoice Transactions 1	\$37.30
Account 60015 - Board Meeting Supplies										
3245 - Paddock Publications (Daily Herald)	289115	Daily Herald Public Hearing Notice	Paid by Check # 384418		05/06/2024	05/15/2024	05/15/2024		06/03/2024	36.80
Account 60015 - Board Meeting Supplies Totals									Invoice Transactions 1	\$36.80
Sub-Department 010 - County Board/Liquor Totals									Invoice Transactions 12	\$13,114.77
Department 010 - County Board Totals									Invoice Transactions 12	\$13,114.77
Fund 001 - General Fund Totals									Invoice Transactions 12	\$13,114.77




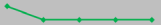








































Executive Accounts Payable by GL Distribution

Payment Date Range 06/01/24 - 06/30/24



















Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 120 - Grand Victoria Casino Elgin										
Department 010 - County Board										
Sub-Department 020 - Riverboat										
Account 45420 - Tuition Reimbursement										
13311 - Heidi Lichtenberger	2403-01	GEOGR-1155-001	Paid by EFT # 88715		05/31/2024	06/04/2024	06/07/2024		06/17/2024	273.60
12221 - Richard Malek II	2405-01	SOCW 510 Inequality, Social Change - SOCW 526 Managing HSO	Paid by Check # 384499		05/29/2024	06/04/2024	06/07/2024		06/17/2024	2,400.00
Account 45420 - Tuition Reimbursement Totals Invoice Transactions 2										\$2,673.60
Account 55010 - External Grants										
3766 - CASA Kane County	2320-01	Train & Supervise New CASA/GAL Volunteers	Paid by EFT # 88596		05/14/2024	06/05/2024	06/07/2024		06/17/2024	37,800.00
12037 - Fox Valley Food for Health	2325-01	Operating Costs for Healthy Meals Program	Paid by EFT # 88657		06/04/2024	06/04/2024	06/07/2024		06/17/2024	77,995.00
Account 55010 - External Grants Totals Invoice Transactions 2										\$115,795.00
Account 60000 - Office Supplies										
4526 - Fifth Third Bank	8924-KC-06/24	PCard balance per auditor	Paid by EFT # 89180		06/04/2024	06/27/2024	06/27/2024		06/28/2024	30.17
Account 60000 - Office Supplies Totals Invoice Transactions 1										\$30.17
Sub-Department 020 - Riverboat Totals Invoice Transactions 5										\$118,498.77
Department 010 - County Board Totals Invoice Transactions 5										\$118,498.77
Fund 120 - Grand Victoria Casino Elgin Totals Invoice Transactions 5										\$118,498.77
Fund 430 - Farmland Preservation										
Department 010 - County Board										
Sub-Department 021 - Farmland Preservation										
Account 50150 - Contractual/Consulting Services										
12891 - Special Project Staffing dba The Salem Group	4388310	TEMPORARY STAFFING - ALAINA LAWRENCE	Paid by EFT # 88476		05/16/2024	05/20/2024	05/20/2024		06/03/2024	252.00
12891 - Special Project Staffing dba The Salem Group	4384417	TEMPORARY STAFFING - ALAINA LAWRENCE	Paid by EFT # 88476		05/09/2024	05/20/2024	05/20/2024		06/03/2024	204.75
12891 - Special Project Staffing dba The Salem Group	4395932	TEMPORARY STAFFING - ALAINA LAWRENCE	Paid by EFT # 88803		05/30/2024	06/04/2024	06/04/2024		06/17/2024	283.50
Account 50150 - Contractual/Consulting Services Totals Invoice Transactions 3										\$740.25
Account 50160 - Legal Services										
1248 - Kinnally Flaherty Krentz Loran Hodge & Masur PC	133-10/221	(GFK) (PMK) FARMLAND PRESERVATION - LEGAL SERVICES	Paid by Check # 384493		05/15/2024	06/04/2024	06/04/2024		06/17/2024	100.00
Account 50160 - Legal Services Totals Invoice Transactions 1										\$100.00
Sub-Department 021 - Farmland Preservation Totals Invoice Transactions 4										\$840.25
Department 010 - County Board Totals Invoice Transactions 4										\$840.25
Fund 430 - Farmland Preservation Totals Invoice Transactions 4										\$840.25
Grand Totals Invoice Transactions 21										\$132,453.79

Committee Revenue Budget Report - by Account Detail
Through June 30, 2024 (58.33% YTD)
*2019, 2020, 2021, 2022 Actual Full Fiscal Year, **2023 DRAFT

Department / Fund / Account Classification	2019 Actual Amount*	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount**	2023 Adopted Budget	2023 YTD% Actual/Budget	2024 Actual Amount	2024 Adopted Budget	2024 YTD% Actual/Budget	2019 - 2024 Trend
010 County Board	\$ 4,167,773	\$ 4,934,921	\$ 2,341,765	\$ 5,860,829	\$ 6,415,569	\$ 11,781,374	54.1%	\$ 6,115,171	\$ 11,769,789	50.9%	
001 General Fund	\$ 147,064	\$ 139,268	\$ 61,900	\$ 77,788	\$ 118,912	\$ 92,500	128.6%	\$ 126,400	\$ 92,500	136.6%	
Revenue	\$ 147,064	\$ 139,268	\$ 61,900	\$ 77,788	\$ 118,912	\$ 92,500	128.6%	\$ 126,400	\$ 92,500	136.6%	
Other	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
38900 - Miscellaneous Other	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Licenses and Permits	\$ 96,914	\$ 89,268	\$ 46,900	\$ 77,788	\$ 118,912	\$ 92,500	128.6%	\$ 126,400	\$ 92,500	136.6%	
31000 - Liquor Licenses	\$ 96,114	\$ 89,118	\$ 44,150	\$ 75,038	\$ 113,862	\$ 90,000	126.5%	\$ 126,400	\$ 90,000	140.4%	
31390 - Gathering Permits	\$ 800	\$ 150	\$ 2,750	\$ 2,750	\$ 5,050	\$ 2,500	202.0%	\$ -	\$ 2,500	0.0%	
Transfers In	\$ 50,000	\$ 50,000	\$ 15,000	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
39000 - Transfer From Other Funds	\$ 50,000	\$ 50,000	\$ 15,000	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
120 Grand Victoria Casino Elgin	\$ 3,486,003	\$ 4,293,735	\$ 1,944,410	\$ 5,267,439	\$ 5,392,113	\$ 5,465,673	98.2%	\$ 5,223,253	\$ 5,138,806	96.9%	
Revenue	\$ 3,486,003	\$ 4,293,735	\$ 1,944,410	\$ 5,267,439	\$ 5,392,113	\$ 5,465,673	98.2%	\$ 5,223,253	\$ 5,138,806	96.9%	
Other	\$ 3,341,889	\$ 4,207,222	\$ 1,946,103	\$ 5,389,906	\$ 4,948,625	\$ 5,441,551	90.9%	\$ 5,116,618	\$ 4,948,625	98.4%	
38550 - Riverboat Proceeds	\$ 3,341,889	\$ 4,207,222	\$ 1,946,103	\$ 5,389,906	\$ 4,948,625	\$ 5,389,906	91.8%	\$ 5,116,618	\$ 4,948,625	103.4%	
38900 - Miscellaneous Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,645	0.0%	\$ -	\$ -	0.0%	
Interest Revenue	\$ 144,114	\$ 86,513	\$ (4,093)	\$ (124,917)	\$ 419,688	\$ 24,122	1,739.9%	\$ 106,635	\$ 190,181	56.1%	
38000 - Investment Income	\$ 144,114	\$ 86,513	\$ (4,093)	\$ (124,917)	\$ 419,688	\$ 24,122	1,739.9%	\$ 106,635	\$ 190,181	56.1%	
Reimbursements	\$ -	\$ -	\$ 2,400	\$ 2,450	\$ 800	\$ -	0.0%	\$ -	\$ -	0.0%	
37900 - Miscellaneous Reimbursement	\$ -	\$ -	\$ 2,400	\$ 2,450	\$ 800	\$ -	0.0%	\$ -	\$ -	0.0%	
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ 23,000	\$ -	100.0%	\$ -	\$ -	0.0%	
39405 - Transfer from Fund 405	\$ -	\$ -	\$ -	\$ -	\$ 23,000	\$ -	100.0%	\$ -	\$ -	0.0%	
430 Farmland Preservation	\$ 534,706	\$ 501,918	\$ 315,704	\$ 452,952	\$ 785,537	\$ 6,223,201	12.5%	\$ 765,519	\$ 6,538,483	11.7%	
Revenue	\$ 534,706	\$ 501,918	\$ 315,704	\$ 452,952	\$ 785,537	\$ 6,223,201	12.5%	\$ 765,519	\$ 6,538,483	11.7%	
Other	\$ 18	\$ -	\$ -	\$ 5	\$ (26,946)	\$ 2,861,153	(0.9%)	\$ 12,500	\$ 2,838,894	0.4%	
38570 - Refunds	\$ 18	\$ -	\$ -	\$ 5	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
38900 - Miscellaneous Other	\$ -	\$ -	\$ -	\$ -	\$ (26,946)	\$ -	0.0%	\$ 12,500	\$ -	0.0%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,861,153	0.0%	\$ -	\$ 2,838,894	0.0%	
Grants	\$ 147,428	\$ 150,000	\$ -	\$ -	\$ 115,000	\$ 2,856,548	4.0%	\$ -	\$ 2,856,548	0.0%	
32360 - US Dept of Agriculture Grant	\$ 147,428	\$ 150,000	\$ -	\$ -	\$ 115,000	\$ 2,856,548	4.0%	\$ -	\$ 2,856,548	0.0%	
Interest Revenue	\$ 87,260	\$ 51,918	\$ 604	\$ (47,053)	\$ 197,437	\$ 5,500	3,589.8%	\$ 53,019	\$ 143,041	37.1%	
38000 - Investment Income	\$ 87,260	\$ 51,918	\$ 604	\$ (47,053)	\$ 197,437	\$ 5,500	3,589.8%	\$ 53,019	\$ 143,041	37.1%	
Reimbursements	\$ -	\$ -	\$ -	\$ -	\$ 46	\$ -	0.0%	\$ -	\$ -	0.0%	
37900 - Miscellaneous Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ 46	\$ -	0.0%	\$ -	\$ -	0.0%	
Transfers In	\$ 300,000	\$ 300,000	\$ 315,100	\$ 500,000	\$ 500,000	\$ 500,000	100.0%	\$ 700,000	\$ 700,000	100.0%	
39000 - Transfer From Other Funds	\$ 300,000	\$ 300,000	\$ 315,100	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
39120 - Transfer from Fund 120	\$ -	\$ -	\$ -	\$ 500,000	\$ 500,000	\$ 500,000	100.0%	\$ 700,000	\$ 700,000	100.0%	
491 Tax Sale Purchase	\$ -	\$ -	\$ 19,751	\$ 62,651	\$ 119,006	\$ -	0.0%	\$ -	\$ -	0.0%	
Revenue	\$ -	\$ -	\$ 19,751	\$ 62,651	\$ 119,006	\$ -	0.0%	\$ -	\$ -	0.0%	
Proceeds from Sale of Property	\$ -	\$ -	\$ 19,751	\$ 62,651	\$ 119,006	\$ -	0.0%	\$ -	\$ -	0.0%	
38700 - Proceeds from Sale of Property	\$ -	\$ -	\$ 19,751	\$ 62,651	\$ 119,006	\$ -	0.0%	\$ -	\$ -	0.0%	
Grand Total	\$ 4,167,773	\$ 4,934,921	\$ 2,341,765	\$ 5,860,829	\$ 6,415,569	\$ 11,781,374	54.1%	\$ 6,115,171	\$ 11,769,789	50.9%	

Committee Expense Budget Report - by Account Detail Through June 30, 2024 (58.33% YTD, 57.69% Payroll Expense through Pay Period Ending 6/22/2024) *2019, 2020, 2021, 2022 Actual Full Fiscal Year, **2023 DRAFT											
Department / Fund / Account Classification	2019 Actual Amount*	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount**	2023 Adopted Budget	2023 YTD% Actual/Budget	2024 Actual Amount	2024 Adopted Budget	2024 YTD% Actual/Budget	2019 - 2024 Trend
010 County Board	\$ 5,243,184	\$ 5,008,577	\$ 3,854,913	\$ 4,544,617	\$ 5,531,197	\$ 13,047,131	41.9%	\$ 4,945,124	\$ 12,992,758	37.2%	
001 General Fund	\$ 1,300,238	\$ 1,261,629	\$ 1,142,452	\$ 1,312,602	\$ 1,503,338	\$ 1,358,257	103.6%	\$ 656,877	\$ 1,315,469	48.6%	
Expenses	\$ 1,300,238	\$ 1,261,629	\$ 1,142,452	\$ 1,312,602	\$ 1,503,338	\$ 1,358,257	103.6%	\$ 656,877	\$ 1,315,469	48.6%	
Personnel Services- Salaries & Wages	\$ 940,505	\$ 921,519	\$ 866,039	\$ 995,867	\$ 1,008,603	\$ 1,002,558	100.6%	\$ 570,840	\$ 1,003,794	54.9%	
40000 - Salaries and Wages	\$ 940,505	\$ 921,519	\$ 866,039	\$ 995,867	\$ 1,008,603	\$ 993,876	101.5%	\$ 570,840	\$ 1,003,794	56.6%	
40002 - Non-Union Wage Increase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,682	0.0%	\$ -	\$ -	0.0%	
40003 - Cost of Living Increase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Personnel Services- Employee Benefits	\$ 320,682	\$ 300,310	\$ 223,861	\$ 247,481	\$ 346,980	\$ 261,524	132.7%	\$ -	\$ -	0.0%	
45000 - Healthcare Contribution	\$ 310,326	\$ 291,081	\$ 215,525	\$ 238,792	\$ 337,295	\$ 252,808	133.4%	\$ -	\$ -	0.0%	
45010 - Dental Contribution	\$ 10,355	\$ 9,229	\$ 8,336	\$ 8,689	\$ 9,685	\$ 8,716	111.1%	\$ -	\$ -	0.0%	
Contractual Services	\$ 36,524	\$ 34,824	\$ 46,623	\$ 46,078	\$ 136,741	\$ 83,075	77.9%	\$ 76,916	\$ 297,175	25.9%	
50150 - Contractual/Consulting Services	\$ 820	\$ 2,690	\$ 9,755	\$ 8,000	\$ 95,828	\$ 35,850	74.7%	\$ 60,500	\$ 253,350	23.9%	
52140 - Repairs and Maint- Copiers	\$ 235	\$ 87	\$ 608	\$ 384	\$ 540	\$ 500	108.0%	\$ 454	\$ 600	75.7%	
53060 - General Printing	\$ -	\$ -	\$ -	\$ -	\$ 12	\$ -	0.0%	\$ 1,582	\$ -	0.0%	
53100 - Conferences and Meetings	\$ 81	\$ -	\$ 950	\$ 1,574	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
53105 - Conferences and Meetings - Board Members	\$ -	\$ -	\$ 864	\$ 1,673	\$ 1,629	\$ 7,000	23.3%	\$ 3,288	\$ 3,500	93.9%	
53106 - Conferences & Meetings - Chairman	\$ -	\$ -	\$ -	\$ -	\$ 1,190	\$ 2,575	46.2%	\$ 1,756	\$ 3,325	52.8%	
53110 - Employee Training	\$ 941	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
53120 - Employee Mileage Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750	0.0%	\$ 63	\$ -	0.0%	
53130 - General Association Dues	\$ 34,447	\$ 32,047	\$ 34,447	\$ 34,447	\$ 37,542	\$ 36,400	103.1%	\$ 9,273	\$ 36,400	25.5%	
Commodities	\$ 2,527	\$ 4,976	\$ 5,929	\$ 8,175	\$ 11,014	\$ 11,100	99.2%	\$ 9,121	\$ 14,500	62.9%	
60000 - Office Supplies	\$ 2,111	\$ 4,503	\$ 4,969	\$ 5,082	\$ 9,064	\$ 6,000	151.1%	\$ 8,134	\$ 9,200	88.4%	
60010 - Operating Supplies	\$ 417	\$ 473	\$ 470	\$ 2,682	\$ 1,088	\$ 2,500	43.5%	\$ 405	\$ 2,500	16.2%	
60015 - Board Meeting Supplies	\$ -	\$ -	\$ -	\$ -	\$ 275	\$ 1,500	18.4%	\$ 582	\$ 1,800	32.3%	
60020 - Computer Related Supplies	\$ -	\$ -	\$ -	\$ 470	\$ 40	\$ 500	8.0%	\$ -	\$ 300	0.0%	
60050 - Books and Subscriptions	\$ -	\$ -	\$ 490	\$ (59)	\$ 98	\$ 100	97.8%	\$ -	\$ 200	0.0%	
60555 - Business Relationship Commodities	\$ -	\$ -	\$ -	\$ -	\$ 449	\$ 500	89.9%	\$ -	\$ 500	0.0%	
Transfers Out	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
99112 - Transfer to Fund 112	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
120 Grand Victoria Casino Elgin	\$ 3,574,582	\$ 3,381,035	\$ 2,602,731	\$ 2,819,891	\$ 3,725,681	\$ 5,465,673	67.9%	\$ 4,210,822	\$ 5,138,806	78.1%	
Expenses	\$ 3,574,582	\$ 3,381,035	\$ 2,602,731	\$ 2,819,891	\$ 3,725,681	\$ 5,465,673	67.9%	\$ 4,210,822	\$ 5,138,806	78.1%	
Personnel Services- Salaries & Wages	\$ 47,715	\$ 47,417	\$ 48,303	\$ 52,572	\$ 45,287	\$ 47,647	95.0%	\$ 18,223	\$ 87,420	20.8%	
40000 - Salaries and Wages	\$ 47,715	\$ 47,417	\$ 48,303	\$ 52,572	\$ 45,287	\$ 46,254	97.9%	\$ 18,223	\$ 84,873	21.5%	
40002 - Non-Union Wage Increase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,393	0.0%	\$ -	\$ -	0.0%	
40003 - Cost of Living Increase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 2,547	0.0%	
Personnel Services- Employee Benefits	\$ 26,562	\$ 27,932	\$ 30,763	\$ 35,206	\$ 20,270	\$ 30,815	65.8%	\$ 4,267	\$ 25,530	16.7%	
45000 - Healthcare Contribution	\$ 18,503	\$ 19,675	\$ 21,821	\$ 26,548	\$ 13,564	\$ 23,195	58.5%	\$ 1,734	\$ 12,357	14.0%	
45010 - Dental Contribution	\$ 483	\$ 470	\$ 560	\$ 562	\$ 327	\$ 472	69.2%	\$ 72	\$ 557	12.9%	
45100 - FICA/SS Contribution	\$ 3,177	\$ 3,143	\$ 3,183	\$ 3,514	\$ 3,205	\$ 3,645	87.9%	\$ 1,359	\$ 6,688	20.3%	
45200 - IMRF Contribution	\$ 3,074	\$ 3,292	\$ 3,657	\$ 3,127	\$ 2,187	\$ 2,454	89.1%	\$ 816	\$ 4,004	20.4%	
53010 - Workers Compensation	\$ 1,325	\$ 1,352	\$ 1,542	\$ 1,455	\$ 988	\$ 1,049	94.1%	\$ 286	\$ 1,924	14.9%	
Contractual Services	\$ 661,976	\$ 945,350	\$ 388,013	\$ 499,829	\$ 964,380	\$ 1,688,058	57.1%	\$ 357,872	\$ 1,043,074	34.3%	
50150 - Contractual/Consulting Services	\$ 24,260	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
50340 - Software Licensing Cost	\$ -	\$ -	\$ 212	\$ -	\$ 6	\$ 290	2.1%	\$ -	\$ 365	0.0%	
50590 - Professional Services	\$ -	\$ 1,418	\$ 331	\$ 44	\$ 63	\$ 40	157.3%	\$ 15	\$ 69	21.3%	
50610 - Moving Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
52010 - Janitorial Services	\$ -	\$ 137	\$ 414	\$ 620	\$ 382	\$ 436	87.7%	\$ 114	\$ 578	19.6%	
52110 - Repairs and Maint- Buildings	\$ -	\$ -	\$ -	\$ 117	\$ 74	\$ 74	99.3%	\$ 9	\$ 167	5.4%	
52140 - Repairs and Maint- Copiers	\$ 42	\$ 24	\$ 32	\$ 52	\$ 43	\$ 43	99.1%	\$ 11	\$ 55	19.5%	
52180 - Building Space Rental	\$ -	\$ 2,581	\$ 4,176	\$ 5,547	\$ 3,290	\$ 3,871	85.0%	\$ 1,168	\$ 4,401	26.5%	
53000 - Liability Insurance	\$ 991	\$ 1,108	\$ 984	\$ 1,206	\$ 1,322	\$ 1,392	95.0%	\$ 567	\$ 2,553	22.2%	
53020 - Unemployment Claims	\$ 59	\$ 32	\$ 32	\$ 36	\$ 18	\$ 20	90.7%	\$ 9	\$ 35	26.0%	
53100 - Conferences and Meetings	\$ -	\$ 0	\$ 77	\$ -	\$ -	\$ 50	0.0%	\$ -	\$ 50	0.0%	

Committee Expense Budget Report - by Account Detail Through June 30, 2024 (58.33% YTD, 57.69% Payroll Expense through Pay Period Ending 6/22/2024) *2019, 2020, 2021, 2022 Actual Full Fiscal Year, **2023 DRAFT											
Department / Fund / Account Classification	2019 Actual Amount*	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount**	2023 Adopted Budget	2023 YTD% Actual/Budget	2024 Actual Amount	2024 Adopted Budget	2024 YTD% Actual/Budget	2019 - 2024 Trend
53110 - Employee Training	\$ 2,659	\$ 1,696	\$ -	\$ -	\$ 17	\$ 15,000	0.1%	\$ -	\$ 15,000	0.0%	
55010 - External Grants	\$ 633,965	\$ 938,354	\$ 381,755	\$ 492,208	\$ 409,165	\$ 1,116,842	36.6%	\$ 355,980	\$ 1,019,801	34.9%	
55011 - Internal Grant to Workforce Development	\$ -	\$ -	\$ -	\$ -	\$ 550,000	\$ 550,000	100.0%	\$ -	\$ -	0.0%	
Commodities	\$ 4,586	\$ 10,767	\$ 6,954	\$ 6,972	\$ 6,763	\$ 6,814	99.3%	\$ 5,412	\$ 6,704	80.7%	
60000 - Office Supplies	\$ 86	\$ 5,659	\$ 102	\$ 21	\$ 93	\$ 30	310.8%	\$ 30	\$ 30	100.6%	
60010 - Operating Supplies	\$ -	\$ 1	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
60040 - Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
60050 - Books and Subscriptions	\$ 4,500	\$ 4,500	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	100.0%	\$ 5,167	\$ 6,000	86.1%	
60070 - Computer Hardware- Non Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
60100 - Utilities- Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
63000 - Utilities- Natural Gas	\$ -	\$ 13	\$ 45	\$ 97	\$ 66	\$ 61	107.4%	\$ 14	\$ 89	16.3%	
63010 - Utilities- Electric	\$ -	\$ 25	\$ 37	\$ 56	\$ 37	\$ 35	106.7%	\$ 10	\$ 45	22.8%	
64000 - Telephone	\$ -	\$ 132	\$ 232	\$ 249	\$ 227	\$ 256	88.6%	\$ 90	\$ 346	26.0%	
64010 - Cellular Phone	\$ -	\$ 403	\$ 441	\$ 414	\$ 248	\$ 333	74.6%	\$ 71	\$ 82	86.8%	
64020 - Internet	\$ -	\$ 33	\$ 98	\$ 136	\$ 92	\$ 99	93.3%	\$ 29	\$ 112	26.3%	
Contingency and Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 980,725	0.0%	\$ -	\$ 371,096	0.0%	
89000 - Addition to Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 980,725	0.0%	\$ -	\$ 371,096	0.0%	
Transfers Out	\$ 2,821,978	\$ 2,334,283	\$ 2,110,270	\$ 2,215,777	\$ 2,675,614	\$ 2,676,614	100.0%	\$ 3,818,435	\$ 3,569,982	100.0%	
99000 - Transfer To Other Funds	\$ 2,821,978	\$ 2,334,283	\$ 2,110,270	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
99001 - Transfer to Fund 001	\$ -	\$ -	\$ -	\$ 2,689	\$ 1,622	\$ 2,622	61.9%	\$ 681	\$ 2,228	30.6%	
99220 - Transfer to Fund 220	\$ -	\$ -	\$ -	\$ 173,153	\$ 181,339	\$ 181,339	100.0%	\$ 29,828	\$ 29,828	100.0%	
99221 - Transfer to Fund 221	\$ -	\$ -	\$ -	\$ 85,192	\$ 180,894	\$ 180,894	100.0%	\$ 356,327	\$ 356,327	100.0%	
99222 - Transfer to Fund 222	\$ -	\$ -	\$ -	\$ 124,820	\$ 100,960	\$ 100,960	100.0%	\$ 246,804	\$ 246,804	100.0%	
99223 - Transfer to Fund 223	\$ -	\$ -	\$ -	\$ 147,810	\$ 350,000	\$ 350,000	100.0%	\$ 450,755	\$ 450,755	100.0%	
99230 - Transfer to Fund 230	\$ -	\$ -	\$ -	\$ 473,140	\$ 690,656	\$ 690,656	100.0%	\$ 888,556	\$ 888,556	100.0%	
99351 - Transfer to Fund 351	\$ -	\$ -	\$ -	\$ 142,097	\$ 142,097	\$ 142,097	100.0%	\$ 213,229	\$ 213,229	100.0%	
99390 - Transfer to Fund 390	\$ -	\$ -	\$ -	\$ 297,500	\$ 297,500	\$ 297,500	100.0%	\$ 297,500	\$ 297,500	100.0%	
99400 - Transfer to Econ Develop Fund 400	\$ -	\$ -	\$ -	\$ 58,676	\$ 74,643	\$ 74,643	100.0%	\$ 280,375	\$ 280,375	100.0%	
99405 - Transfer to Fund 405	\$ -	\$ -	\$ -	\$ 149,700	\$ 69,403	\$ 69,403	100.0%	\$ 4,555	\$ 4,555	100.0%	
99407 - Transfer to Fund 407	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ 20,000	\$ 20,000	100.0%	
99430 - Transfer to Fund 430	\$ -	\$ -	\$ -	\$ 500,000	\$ 500,000	\$ 500,000	100.0%	\$ 700,000	\$ 700,000	100.0%	
99500 - Transfer to Fund 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ 250,000	\$ -	100.0%	
99650 - Transfer to Fund 650	\$ -	\$ -	\$ -	\$ 61,000	\$ 86,500	\$ 86,500	100.0%	\$ 79,825	\$ 79,825	100.0%	
Services	\$ 11,765	\$ 15,286	\$ 18,428	\$ 9,535	\$ 13,367	\$ 35,000	38.2%	\$ 6,613	\$ 35,000	18.9%	
45420 - Tuition Reimbursement	\$ 11,765	\$ 15,286	\$ 18,428	\$ 9,535	\$ 13,367	\$ 35,000	38.2%	\$ 6,613	\$ 35,000	18.9%	
430 Farmland Preservation	\$ 368,364	\$ 365,914	\$ 88,955	\$ 349,473	\$ 183,171	\$ 6,223,201	2.9%	\$ 77,425	\$ 6,538,483	1.2%	
Expenses	\$ 368,364	\$ 365,914	\$ 88,955	\$ 349,473	\$ 183,171	\$ 6,223,201	2.9%	\$ 77,425	\$ 6,538,483	1.2%	
Personnel Services- Salaries & Wages	\$ 41,190	\$ 39,641	\$ 57,231	\$ 75,035	\$ 58,805	\$ 92,079	63.9%	\$ 44,738	\$ 167,691	26.7%	
40000 - Salaries and Wages	\$ 40,543	\$ 39,641	\$ 56,694	\$ 74,999	\$ 58,537	\$ 89,388	65.5%	\$ 44,738	\$ 162,806	27.5%	
40002 - Non-Union Wage Increase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,691	0.0%	\$ -	\$ -	0.0%	
40003 - Cost of Living Increase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 4,885	0.0%	
40200 - Overtime Salaries	\$ 647	\$ -	\$ 536	\$ 35	\$ 268	\$ -	0.0%	\$ -	\$ -	0.0%	
Personnel Services- Employee Benefits	\$ 8,943	\$ 6,580	\$ 8,450	\$ 10,550	\$ 9,063	\$ 15,658	57.9%	\$ 11,044	\$ 54,322	20.3%	
45000 - Healthcare Contribution	\$ 2,804	\$ 1,538	\$ 1,505	\$ 1,563	\$ 1,755	\$ 1,764	99.5%	\$ 5,747	\$ 29,608	19.4%	
45010 - Dental Contribution	\$ 95	\$ 59	\$ 64	\$ 64	\$ 64	\$ 64	100.1%	\$ 143	\$ 719	19.9%	
45100 - FICA/SS Contribution	\$ 3,112	\$ 3,012	\$ 4,356	\$ 5,714	\$ 4,469	\$ 7,044	63.4%	\$ 3,405	\$ 12,829	26.5%	
45200 - IMRF Contribution	\$ 2,139	\$ 957	\$ 1,064	\$ 1,456	\$ 731	\$ 4,742	15.4%	\$ 1,750	\$ 7,681	22.8%	
53010 - Workers Compensation	\$ 794	\$ 1,014	\$ 1,461	\$ 1,753	\$ 2,044	\$ 2,044	100.0%	\$ -	\$ 3,485	0.0%	
Contractual Services	\$ 18,976	\$ 16,291	\$ 23,274	\$ 26,696	\$ 61,662	\$ 398,727	15.5%	\$ 19,416	\$ 601,146	3.2%	
50150 - Contractual/Consulting Services	\$ 12,856	\$ 11,174	\$ 19,509	\$ 16,420	\$ 47,229	\$ 316,980	14.9%	\$ 18,416	\$ 516,979	3.6%	
50160 - Legal Services	\$ 1,096	\$ 2,091	\$ 1,088	\$ 1,939	\$ 1,470	\$ 25,000	5.9%	\$ 1,000	\$ 25,000	4.0%	
50170 - Appraisal Services	\$ -	\$ 1,500	\$ -	\$ 1,500	\$ 7,000	\$ 39,594	17.7%	\$ -	\$ 39,594	0.0%	
53000 - Liability Insurance	\$ 594	\$ 831	\$ 932	\$ 1,452	\$ 2,689	\$ 2,689	100.0%	\$ -	\$ 5,064	0.0%	

Committee Expense Budget Report - by Account Detail											
Through June 30, 2024 (58.33% YTD, 57.69% Payroll Expense through Pay Period Ending 6/22/2024)											
*2019, 2020, 2021, 2022 Actual Full Fiscal Year, **2023 DRAFT											
Department / Fund / Account Classification	2019 Actual Amount*	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount**	2023 Adopted Budget	2023 YTD% Actual/Budget	2024 Actual Amount	2024 Adopted Budget	2024 YTD% Actual/Budget	2019 - 2024 Trend
53020 - Unemployment Claims	\$ 35	\$ 24	\$ 30	\$ 44	\$ 37	\$ 37	100.0%	\$ -	\$ 82	0.0%	
53100 - Conferences and Meetings	\$ 4,396	\$ 671	\$ 1,716	\$ 5,342	\$ 3,237	\$ 14,427	22.4%	\$ -	\$ 14,427	0.0%	
Capital	\$ 299,254	\$ 303,402	\$ -	\$ 235,796	\$ -	\$ 5,713,096	0.0%	\$ -	\$ 5,713,096	0.0%	
75010 - Farmland Preservation Rights - County Portion	\$ 299,254	\$ 303,402	\$ -	\$ 235,796	\$ -	\$ 2,856,548	0.0%	\$ -	\$ 2,856,548	0.0%	
75020 - Farmland Preservation Rights - Federal Matching	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,856,548	0.0%	\$ -	\$ 2,856,548	0.0%	
Contingency and Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
89000 - Addition to Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Transfers Out	\$ -	\$ -	\$ -	\$ 1,396	\$ 53,641	\$ 3,641	100.0%	\$ 2,228	\$ 2,228	100.0%	
99000 - Transfer To Other Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
99001 - Transfer to Fund 001	\$ -	\$ -	\$ -	\$ 1,396	\$ 3,641	\$ 3,641	100.0%	\$ 2,228	\$ 2,228	100.0%	
99435 - Transfer to Fund 435	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	100.0%	\$ -	\$ -	0.0%	
491 Tax Sale Purchase	\$ -	\$ -	\$ 20,775	\$ 62,651	\$ 119,006	\$ -	0.0%	\$ -	\$ -	0.0%	
Expenses	\$ -	\$ -	\$ 20,775	\$ 62,651	\$ 119,006	\$ -	0.0%	\$ -	\$ -	0.0%	
Contractual Services	\$ -	\$ -	\$ 7,674	\$ 17,722	\$ 119,006	\$ -	0.0%	\$ -	\$ -	0.0%	
50150 - Contractual/Consulting Services	\$ -	\$ -	\$ 7,674	\$ 17,722	\$ 119,006	\$ -	0.0%	\$ -	\$ -	0.0%	
Contingency and Other	\$ -	\$ -	\$ 13,102	\$ 44,929	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
88990 - Move to Agency Fund	\$ -	\$ -	\$ 13,102	\$ 44,929	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Grand Total	\$ 5,243,184	\$ 5,008,577	\$ 3,854,913	\$ 4,544,617	\$ 5,531,197	\$ 13,047,131	41.9%	\$ 4,945,124	\$ 12,992,758	37.2%	

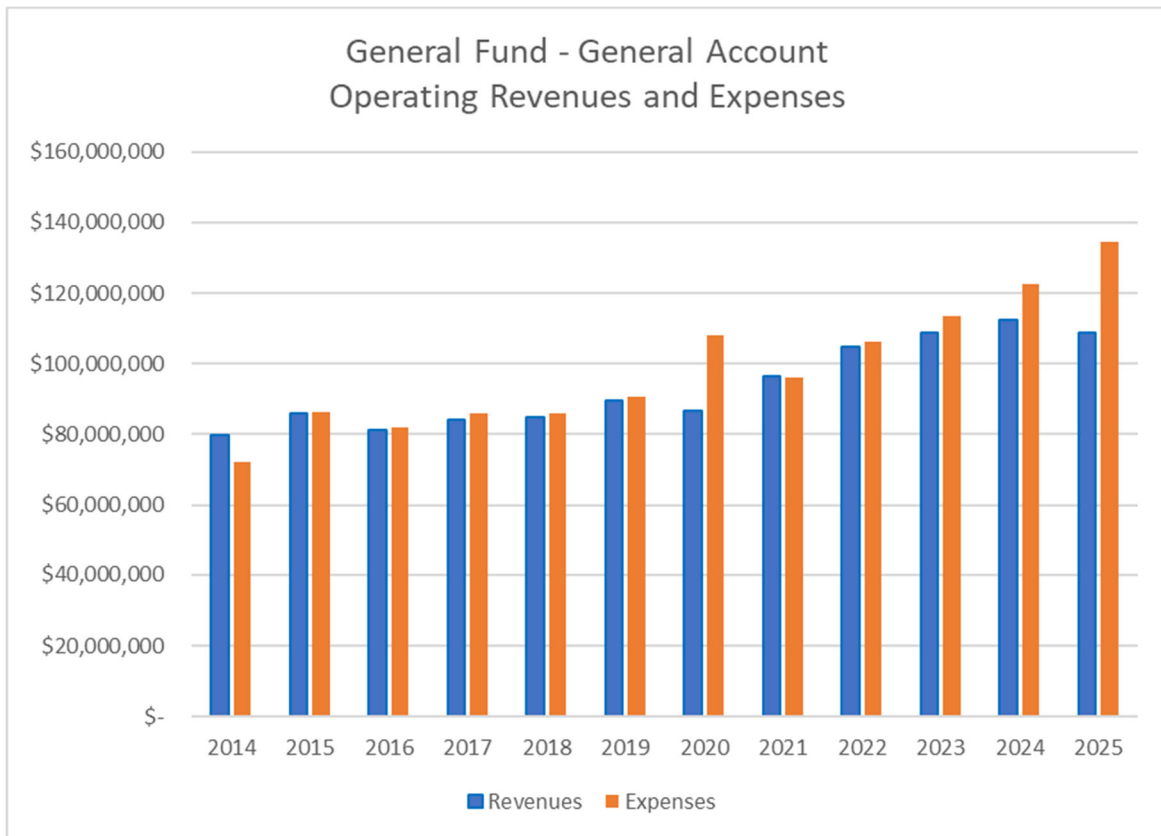
Finance and Budget to Actual Reports for FY 2024

The Budget to Actual, P-card and Accounts Payable reports are included in the Agenda Packet.

Budget to Actual

Report of Funds which exceeded budgeted revenues or expenses is attached at the end of this report.

General Fund – Operating Revenues and Expenses



Unearned Revenue (Liability Account)

Unearned revenue generally represents cash received for which the related expenses have not yet been incurred. Typically at the County, unearned revenue is recorded when grant money is received in cash prior to identifying how the cash will be spent. Once expenses are identified and recorded, the Unearned Revenue is recorded as Revenue. As of January 30, 2024, the following Unearned Revenue is recorded on the County's general ledger:

Fund	Amount	Description
General Fund	\$2,000,000	County Clerk grant
ARPA	Year-End Close In Process	Year-End Close In Process

Kane County Finance Committee

Finance Department

Monthly Report

July 24, 2024

General Fund - General Account Analysis												
	2019	2020	2021	2022	2023			2024				
General Fund - General Account	Actual	Actual	Actual	Actual	Budget	Actual	Difference	Adopted Budget	Expected	Actual	Difference	% Diff
Revenue	\$ 86,814,038	\$ 84,909,520	\$ 95,244,712	\$ 103,917,461	\$ 105,864,802	\$ 107,972,297	\$ (2,107,495)	\$ 109,666,130	\$ 61,332,205	\$ 54,584,428	\$ 6,747,777	-11%
Property Taxes	34,733,716	32,806,621	32,171,910	32,452,890	33,259,441	33,479,769	(220,328)	33,831,971	17,000,000	17,066,543	(66,543)	0% (a)
Other Taxes	27,356,790	28,104,261	36,021,289	44,590,551	46,030,000	44,421,818	1,608,182	50,283,776	29,332,203	23,508,670	5,823,532	-20% (b)
Reimbursements	5,423,679	7,291,242	8,039,248	9,765,217	9,028,033	9,527,134	(499,101)	8,889,963	5,185,812	5,557,851	(372,039)	7% (c)
Charges for Services	13,867,117	12,262,933	13,256,210	12,699,888	12,108,521	11,949,001	159,520	10,220,294	5,961,838	6,001,543	(39,704)	1% (d)
Fines	2,329,797	1,939,144	3,532,676	2,492,126	2,103,250	2,703,853	(600,603)	2,256,250	1,316,146	430,092	886,053	-67% (e)
Grants	294,929	487,890	626,819	1,065,865	1,084,296	1,047,888	36,408	617,392	360,145	424,461	(64,316)	18% (f)
Licenses and Permits	1,281,201	1,087,169	1,340,133	1,397,304	1,459,350	1,732,938	(273,588)	1,460,350	851,871	388,876	462,995	-54% (g)
Interest Revenue	1,162,375	638,878	(23,440)	(811,974)	414,550	2,816,979	(2,402,429)	1,850,041	1,079,191	982,480	96,711	-9% (h)
Other	364,434	291,383	279,867	265,595	377,361	292,916	84,445	256,093	245,000	223,913	21,087	-9% (i)
Expenses	\$ 78,080,896	\$ 65,406,487	\$ 77,143,612	\$ 83,303,706	\$ 117,674,524	\$ 108,375,783	\$ 9,298,741	\$ 118,409,120	\$ 69,091,457	\$ 65,179,566	\$ 3,911,890	6%
Personnel Services- Salaries & Wages	52,958,240	41,381,538	51,344,617	54,295,537	73,718,301	70,051,830	3,666,471	78,290,765	45,669,613	43,743,667	1,925,946	4% (j)
Personnel Services- Employee Benefits	10,359,464	8,566,522	9,455,438	10,174,854	16,517,215	13,139,607	3,377,608	14,362,133	8,377,911	8,115,774	262,137	3% (k)
Contractual Services	9,416,690	9,963,511	10,234,607	12,933,579	17,239,913	18,332,064	(1,092,151)	17,581,897	10,256,107	9,006,910	1,249,197	12% (l)
Commodities	5,182,325	5,365,875	6,019,824	5,882,872	9,066,865	6,813,099	2,253,766	7,984,845	4,657,826	4,183,663	474,163	10% (m)
Capital	164,177	129,041	89,126	16,864	82,230	39,182	43,048	189,480	130,000	129,553	447	0% (n)
Contingency and Other	-	-	-	-	1,050,000	-	1,050,000	-	-	-	-	-
Rev in Excess of Exp before Transfers from other Fu	\$ 8,733,142	\$ 19,503,033	\$ 18,101,100	\$ 20,613,754	\$ (11,809,722)	\$ (403,486)	\$ (11,406,236)	\$ (8,742,990)	\$ (7,759,252)	\$ (10,595,138)	\$ 2,835,886	37%
Transfers In	3,772,308	4,877,640	13,429,867	7,982,915	17,297,198	17,278,888	18,310	2,621,412	3,046,365	2,866,019	(244,607)	8% (o)
Transfers Out	12,498,132	24,377,779	31,529,418	28,591,669	5,487,476	5,263,019	224,457	4,009,092	4,009,092	4,446,577	(437,485)	-11% (p)
Fund Balance Utilization								10,130,670	5,909,558	12,175,696	(2,045,026)	-35% (q)
Revenues in Excess of Expenditures after transfers	\$ 7,318	\$ 2,894	\$ 1,549	\$ 5,000	\$ -	\$ 11,612,383	\$ (11,612,383)	\$ -	\$ (2,812,421)	\$ 0	\$ 983,738	35%
											variance < -11%	
											variance between 10% to -10%	
											variance > 11%	

Notes				
(a) Property Taxes Due June 3rd and September 3rd				
(b) Sales tax revenue running below budget				
(e) Bond Forfeiture and Traffic Violation Fine revenue have decreased				
(f) Increase in Court Services Probation Salary Reimbursement				
(g) Building and Inspection Permit revenue have decreased				
(h) Interest Revenue has not been posted by Finance staff since November 2023. Working on catching up				
(n) Timing - Expenses represent automotive purchases in State's Attorney and Court Services				
(o) Amended Budget transfer in of \$1,874,979 in interest earned from ARPA Fund				
(p) Transfers out include \$3,041,771 in Debt Service to Fund #623 - JJC/AJC Refunding				
(q) General Fund currently relying heavily on Fund Balance to pay bills until 1st installment of property taxes is received				

Kane County Finance Committee
Finance Department
Monthly Report
July 24, 2024

Select Tax Revenues

FY 2023

Tax Revenue	Prior Year YTD	Expected Revenue	FY 2023 Actual	Change from Prior Year		Variance from 2023 Budget	
				Amount	%	Amount	%
Sales Tax	\$ 24,065,209	\$ 24,700,000	\$ 25,055,958	\$ 990,749	4%	\$ 355,958	1%
Local Use Tax	2,440,073	2,438,000	2,396,789	(43,284)	-2%	(41,211)	-2%
RTA Sales Tax	24,085,694	24,840,000	24,559,994	474,299	2%	(280,006)	-1%
State Income Tax	9,867,761	10,470,000	9,672,286	(195,476)	-2%	(797,714)	-8%
Personal Property Replacement Tax	5,760,192	5,930,000	4,792,224	(967,968)	-17%	(1,137,776)	-19%
State Motor Fuel Tax	10,650,722	10,775,000	11,535,413	884,691	8%	760,413	7%
County Motor Fuel Tax	9,111,970	9,250,000	9,844,852	732,882	8%	594,851	6%
Total	\$ 66,218,929	\$ 68,378,000	\$ 66,477,251	\$ 258,321	0%	\$ (1,900,749)	-3%

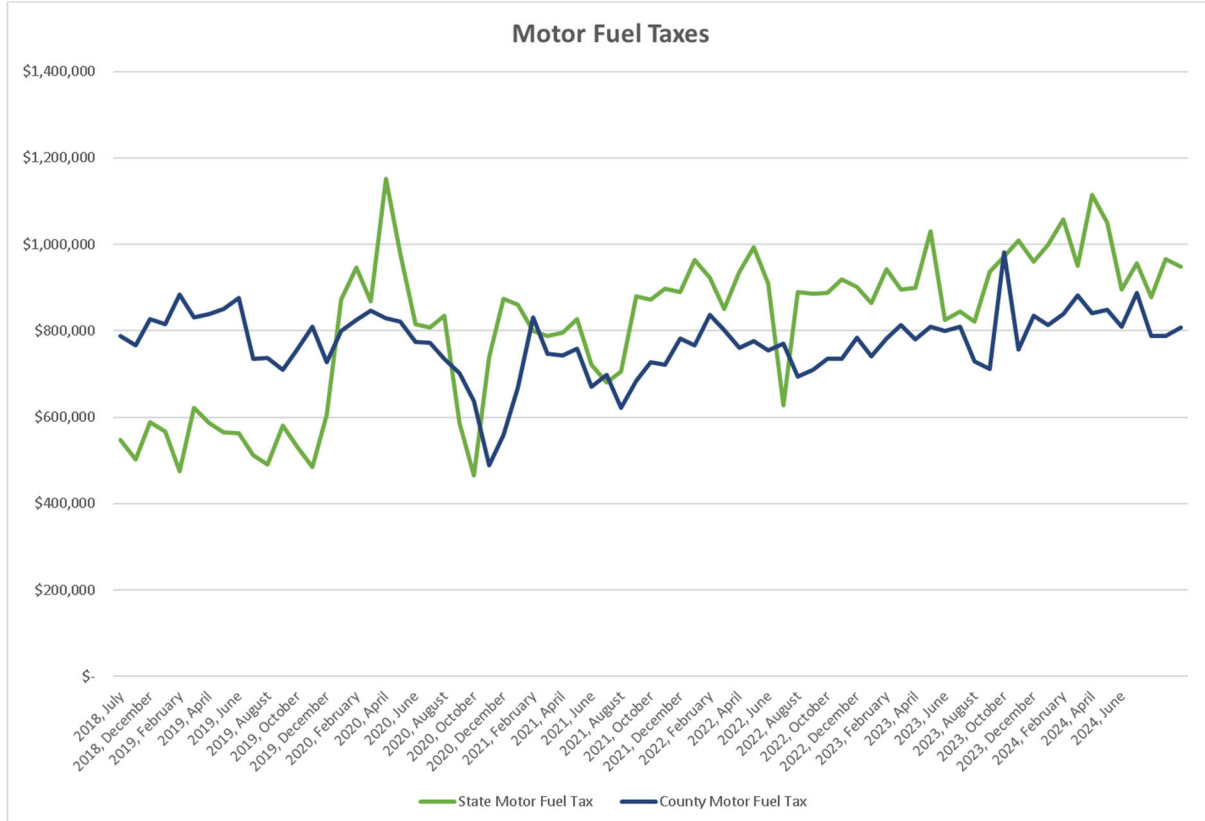
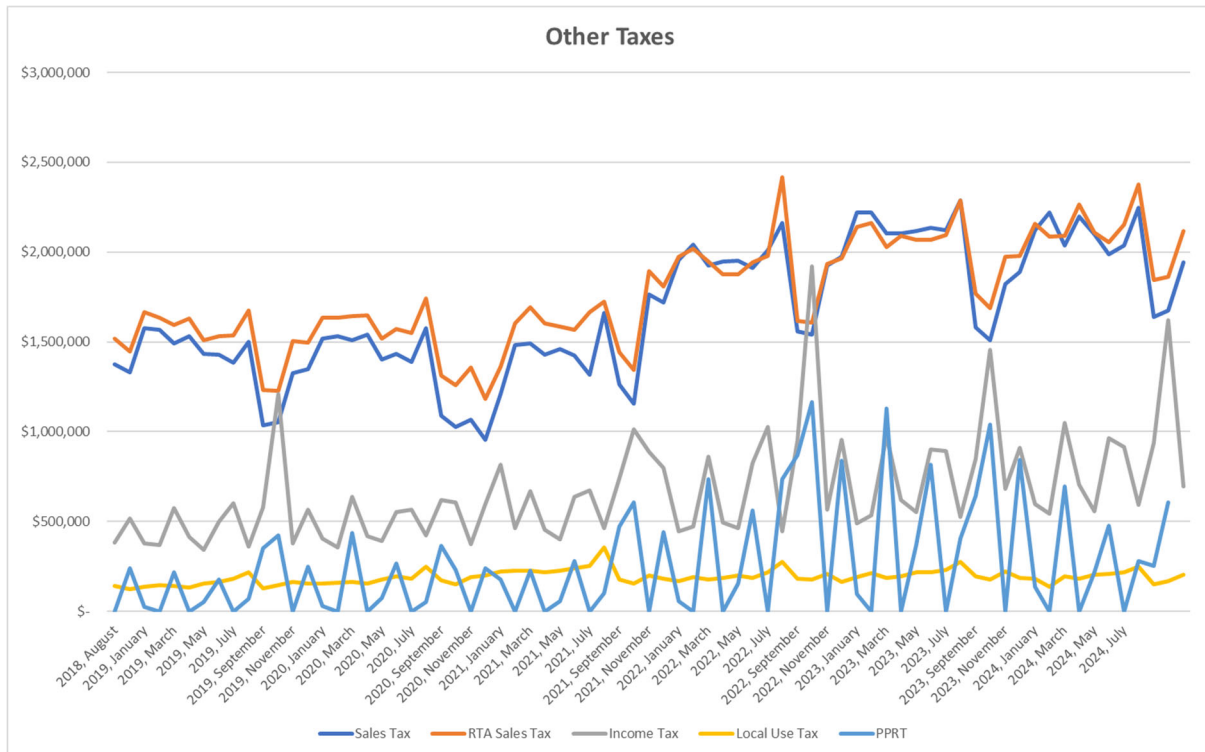
variance < -11%
variance between 10% to -10%
variance > 11%

FY 2024

Tax Revenue	Prior Year YTD	Expected Revenue	FY 2024 Actual	Change from Prior Year		Variance from 2024 Budget	
				Amount	%	Amount	%
Sales Tax	\$ 11,670,728	\$ 13,500,000	\$ 12,187,371	\$ 516,643	4%	\$ (1,312,629)	-10%
Local Use Tax	1,287,064	1,260,000	1,174,359	(112,705)	-9%	(85,641)	-7%
RTA Sales Tax	11,796,844	13,178,361	12,437,870	641,026	5%	(740,491)	-6%
State Income Tax	6,219,581	6,994,167	6,737,261	517,680	8%	(256,906)	-4%
Personal Property Replacement Tax	3,742,657	2,083,333	2,165,893	(1,576,764)	-42%	82,560	4%
State Motor Fuel Tax	5,406,600	6,195,964	5,685,100	278,500	5%	(510,864)	-8%
County Motor Fuel Tax	4,787,933	5,090,221	4,892,060	104,127	2%	(198,161)	-4%
Total	\$ 34,716,873	\$ 37,015,861	\$ 34,702,753	\$ (14,120)	0%	\$ (2,313,108)	-6%

variance < -11%
variance between 10% to -10%
variance > 11%

Kane County Finance Committee
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**Kane County Finance Committee
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These tax revenues are deposited into the following funds:

Tax Revenue	Fund	Percentage Allocated
Sales Tax	General Fund	100%
Local Use Tax	General Fund	100%
RTA Sales Tax	General Fund	10%
RTA Sales Tax	Transportation Sales Tax Fund (KDOT)	75%
RTA Sales Tax	Public Safety Sales Tax Fund	9%
RTA Sales Tax	Judicial Technology Fund	6%
State Income Tax	General Fund	100%
Personal Property Replacement Tax	General Fund	100%
State Motor Fuel Tax*	Motor Fuel Tax Fund (KDOT)	100%
County Motor Fuel Tax **	County Motor Fuel Tax Fund (KDOT)	100%

*On July 1, 2024, the State Motor Fuel Tax rate will increase by 3.49% as the law requires a rate increase equal to the percentage increase, if any, in the Consumer Price Index. This is expected to generate an additional \$400,000 more in revenue for the Kane County Division of Transportation.

**On July 1, 2024, the Local County Motor Fuel Tax rate will increase by 3.49% as the law requires a rate increase equal to the percentage increase, if any, in the Consumer Price Index. The rate will increase from 4.7% to 4.9% cents per gallon, is expected to generate approximately \$300,000 more in revenue for the Kane County Division of Transportation.

Local Government Distributive Fund

A percentage of the following State of Illinois taxes are distributed to local governments based on population:

- **State Income Tax**

Effective Date	Individuals, Trusts, and Estates	Corporations	Electing Pass-Through Entities
August 1, 2017	6.06%	6.85%	
February 1, 2022			6.06%
August 1, 2022	6.16%	6.85%	6.16%
August 1, 2023	6.47%	6.85%	6.47%

Note: There is no increase or a reduction in the Local Government Distributive Fund (LGDF) funding formula in the State FY 2025 budget.

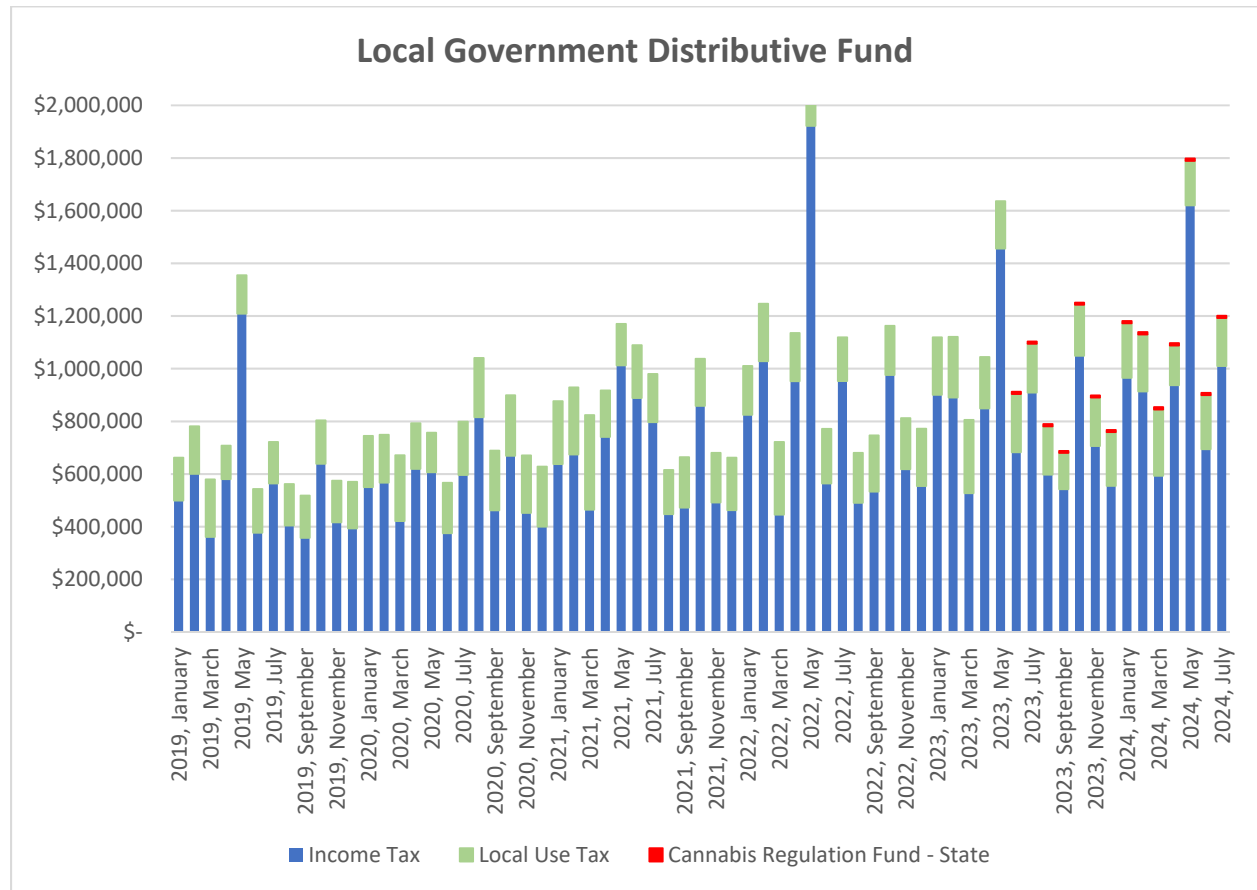
- **Local Use Tax**

- Tax imposed on the user of tangible personal property that is purchased anywhere at retail. The State rates for use tax is 6.25% on general merchandise and 1.00% qualifying food, drugs and medical appliances
- Percentage received by Counties is 16% of tax on general merchandise and 100% of the 1% tax on qualifying food, drug, and medical appliances

- **Cannabis Regulation Tax (State)**

- 8% of the State's cannabis taxes remaining after administrative and expungement costs are deposited into the Local Government Distributive Fund. The Cannabis Regulation Tax is deposited into a Special Revenue Fund #264 and is purpose restricted – only to be used for prevention and law enforcement training and is overseen by the Sheriff.

The State Income Tax and Local Use Tax revenues received by Kane County are deposited into the County's General Fund.



Personal Property Replacement Taxes (PPRT)

Personal Property Replacement Taxes are “revenues collected by the State of Illinois and paid to local governments to replace money that was lost by local governments when their powers to impose personal property taxes on corporations, partnerships, and other business entities were taken away. These taxes resulted when the new Illinois Constitution directed the legislature to abolish business personal property taxes and replace the revenue lost by local government units and school districts. In 1979, a law was enacted to provide for statewide taxes to replace the monies lost to local governments.” Corporations, partnerships, trusts, and S corporations pay these taxes.

Eight distributions are sent each year to qualifying taxing districts (January, March, April, May, July, August, October, and December).

<https://tax.illinois.gov/questionsandanswers/answer.242.html>

State statute requires the Illinois Department of Revenue to provide an estimated entitlement of the amount of PPRT for Fiscal Year 2024 (July 1, 2023 to June 30, 2024). Per the Illinois Department of Revenue website, “The Fiscal Year 2024 PPRT allocations are estimated at \$3.235 billion. This is a decrease of 28.8% from Fiscal Year 2023 PPRT allocations that totaled \$4.541 billion.” FY 2025 is now expected to be \$200 million less than FY 2024.

*****Illinois Department of Revenue - May 2024 PPRT Statement*****

“Effective July 2023, IDOR adjusted its tax processing system to more accurately estimate future reallocations of Personal Property Replacement Tax (PPRT) and Local Government Distributive Fund (LGDF) distributions as required by statute. Due to the timing of the tax processing system update, it was expected that the reconciliation of payments and returns for tax year 2022 would result in a similar reallocation as occurred in 2021. However, due to a substantial quantity of amended tax returns, the reconciliation of tax year 2022 resulted in a greater reallocation than in tax year 2021.

The reallocation of tax year 2021 and 2022 receipts was caused by tax policy changes, such as the federal government enacting the State and Local Tax (SALT) deduction cap, the State of Illinois creation of the Pass-Through Entity Tax (PTE), and large increases in business income tax receipts.

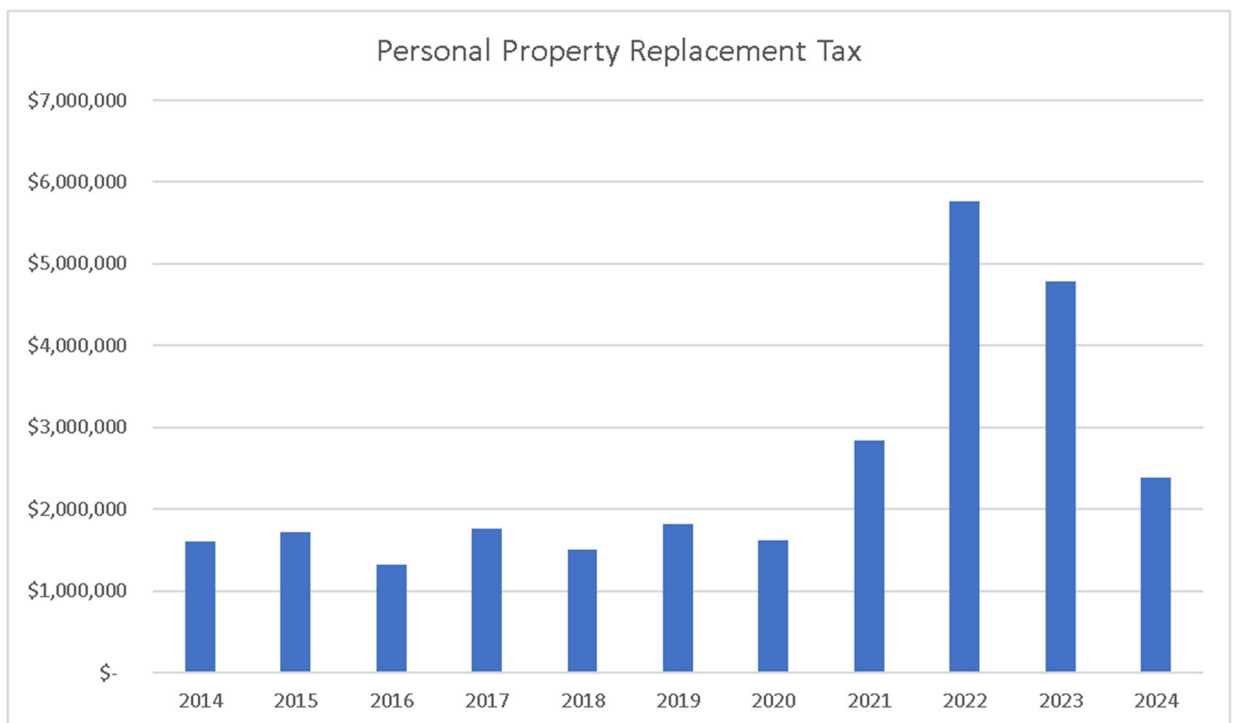
The reallocation in fund distributions, which state statutes require, resulted in an increase in FY’24 LGDF allocations and a reduction in FY’24 PPRT allocations to taxing districts. The same will occur for the upcoming FY’25. This reallocation will result in a PPRT reduction for FY’25 of \$1.021 billion compared to the \$818 million reduction that occurred in FY’24.
May 30, 2024”

Kane County Finance Committee
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The financial impact to Kane County is:

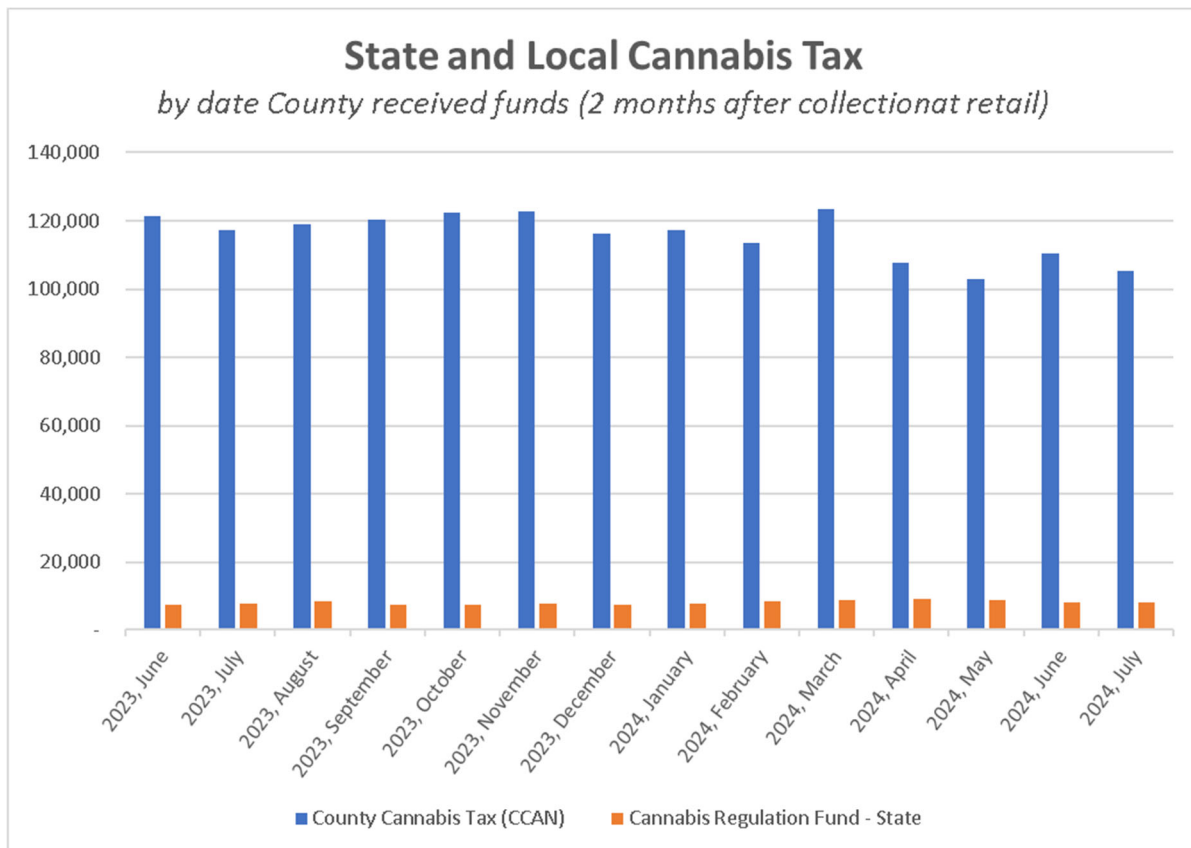
<i>Fiscal Period</i>	<i>Amount</i>
July 1, 2022 to June 30, 2023 – Actual	\$ 5,332,410
July 1, 2023 to June 30, 2024 - Actual	\$ 3,512,323
July 1, 2023 to June 30, 2025 - <i>Estimate</i>	\$ 3,257,177

Kane County PPRT taxes are deposited into Kane County’s General Fund and revenue reported as of the County’s Fiscal years ended November 30th are as follows:



Cannabis – Since June 2023

- County Cannabis Tax (CCAN) – The County has a 3.75% tax on Adult Use cannabis in unincorporated areas. This revenue is credited to the County’s General Fund. 3.75% is the current maximum tax rate for unincorporated areas in Illinois.
- Cannabis Regulation Tax (State) - 8% of the State’s cannabis taxes remaining after administrative and expungement costs are deposited into the Local Government Distributive Fund to support crime prevention programs, training, and interdiction efforts, including detection, enforcement, and prevention efforts, relating to the illegal cannabis market and driving under the influence of cannabis. This revenue is allocated to local governments based on population. This revenue is credited to Kane County’s Special Revenue Fund #264 to be used for prevention and law enforcement training and is overseen by the Sheriff.



Collective Bargaining Agreements

The contract terms and status of the County's various Collective Bargaining Agreements are as follows:

Bargaining Unit	Office/Department	Contract Term
AFSCME	OCR & Workforce Development	7-1-2017 to 6-30-2021
PBLC	Sheriff Maintenance and Janitor	12-1-2017 to 12-31-2022
PBLC	Coroner	12-1-2021 to 11-30-2023
AFSCME	County Clerk	12-1-2021 to 11-30-2024
AFSCME	Health	12-1-2021 to 11-30-2024
MAP	Sheriff Peace Officers	12-1-2021 to 11-30-2024
Teamsters	Court Security	12-1-2021 to 11-30-2024
Teamsters	KDOT	11-1-2022 to 10-31-2025
AFSCME	Circuit Clerk	12-1-2023 to 11-30-2025
Teamsters	Court Services	12-1-2023 to 11-30-2025
PBLC	Sheriff Civilians	12-1-2022 to 11-30-2025
PBLC	Sheriff Corrections	12-1-2022 to 11-30-2025
Teamsters	Sheriff Court Security Sergeants	1-1-2023 to 11-30-2025
PBLC	Kane Comm	1-1-2023 to 11-30-2026*
AFSCME	Judiciary, Court Services, Public Defender	12-1-2023 to 11-30-2026

Kane County Finance Committee
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Total Salaries, including Overtime, by County Office/Department (Gross Salaries – does not include reimbursements)

Department/Office	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024 Actual	2024 Forecast	2025 DRAFT BU
010 County Board	857,525	921,794	1,046,619	1,048,501	1,055,850	1,029,409	1,008,578	971,572	1,123,474	1,112,695	633,800	1,177,058	1,208,014
040 Finance	417,831	464,090	548,619	568,197	574,852	722,853	744,961	809,549	943,884	963,242	585,024	1,086,473	1,149,682
060 Information Technologies	2,318,071	2,512,669	2,851,836	3,130,587	3,176,755	3,273,675	3,557,734	3,579,393	3,731,749	3,711,000	2,335,683	4,337,696	4,794,115
080 Building Management	975,340	1,086,330	1,233,293	1,232,083	1,220,536	1,198,703	1,201,579	1,180,365	1,259,674	1,857,313	1,467,323	2,725,029	2,874,776
120 Human Resource Management	366,127	371,601	425,055	458,980	344,305	288,165	317,906	272,873	293,113	354,340	218,925	406,575	491,718
140 County Auditor	191,123	197,878	234,130	236,390	222,391	214,852	237,987	228,385	232,282	243,893	144,881	269,064	373,578
150 Treasurer/Collector	461,839	476,135	515,945	519,304	547,359	561,926	605,516	660,071	679,309	755,674	421,414	782,627	964,071
170 Supervisor of Assessments	739,949	766,771	845,914	828,705	811,244	792,108	831,411	845,732	848,964	887,727	568,793	1,056,330	1,031,893
190 County Clerk	1,116,668	1,106,444	1,288,807	1,702,772	2,109,955	1,871,284	2,447,629	2,239,791	2,612,416	2,291,476	1,649,000	3,062,428	2,212,138
210 Recorder	790,564	758,381	822,448	792,452	768,019	724,109	734,162	715,914	686,212	712,002	404,549	751,306	927,180
230 Regional Office of Education	240,036	247,270	258,646	262,934	258,176	261,700	270,614	263,893	337,158	362,305	207,041	384,506	394,747
240 Judiciary and Courts	1,207,444	1,308,595	1,399,334	1,371,965	1,364,683	1,368,285	1,506,824	1,581,796	1,695,748	1,861,234	1,076,267	1,998,782	2,313,123
250 Circuit Clerk	4,246,201	4,343,681	4,909,769	4,703,627	4,554,406	4,453,432	4,423,586	4,269,538	4,292,681	4,669,403	2,829,360	5,254,526	5,755,433
300 State's Attorney	5,739,232	5,951,339	6,429,063	6,471,906	6,535,922	6,558,605	7,064,340	8,060,253	9,281,958	10,851,388	7,734,492	14,364,057	15,268,263
360 Public Defender	2,562,667	2,655,065	2,928,419	3,206,013	3,165,197	3,185,760	3,199,989	3,318,534	3,507,808	3,587,209	2,366,752	4,395,397	4,828,754
370 Law Library	152,970	152,873	158,830	114,295	114,313	119,666	128,856	133,531	115,903	93,539	52,337	97,198	95,303
380 Sheriff	18,613,991	18,807,009	20,561,898	21,143,156	21,346,336	22,185,591	23,631,404	23,826,084	26,352,764	28,371,018	16,612,400	30,851,600	30,385,385
420 Merit Commission	62,278	59,916	55,116	68,761	69,427	69,113	58,857	66,255	63,575	63,003	38,482	71,467	80,228
425 Kane Comm	1,125,104	1,151,370	1,350,302	1,333,011	1,326,588	1,326,811	1,438,963	1,443,325	1,495,650	1,820,098	1,084,151	2,013,423	1,919,425
430 Court Services	7,186,568	7,625,061	8,773,104	8,989,953	8,679,622	9,092,715	9,417,024	9,450,226	9,821,756	10,621,185	6,491,379	12,055,418	12,151,824
490 Coroner	536,578	510,185	637,880	588,360	590,816	628,314	648,990	715,456	781,458	828,786	491,716	913,186	932,737
500 Animal Control	373,196	374,294	421,986	418,742	405,849	414,709	427,994	462,952	595,231	666,127	413,778	768,445	763,554
510 Emergency Management Services	140,268	145,266	162,145	163,142	132,433	-	-	-	-	325,786	232,044	430,938	485,809
520 Transportation	4,219,896	4,059,820	4,518,243	4,678,130	4,715,241	4,759,657	4,711,284	5,048,213	5,185,955	5,524,564	3,239,960	6,017,069	6,063,791
580 Health	2,894,642	2,852,763	3,156,784	3,006,028	2,893,972	2,971,306	3,827,527	3,874,297	3,504,441	3,886,397	2,576,140	4,784,260	5,570,509
660 Veterans' Commission	157,476	162,275	180,663	188,526	186,823	189,452	194,558	198,517	203,240	318,247	210,089	390,165	412,220
670 Environmental Management	165,593	191,529	183,310	191,347	188,401	159,857	505,808	502,835	509,589	539,550	371,812	690,508	739,942
690 Development	1,257,655	1,267,248	1,387,044	1,476,586	1,475,599	1,546,738	1,255,335	1,351,831	1,380,479	1,538,715	1,053,684	1,956,842	2,057,406
800 Other- Countywide Expenses	317,515	369,386	409,866	425,826	346,977	191,952	156,445	322,377	256,933	445,553	394,751	733,108	829,544
Total	59,434,346	60,897,039	67,695,068	69,320,279	69,182,049	70,160,749	74,555,860	76,393,556	81,793,405	89,263,470	55,906,029	103,825,482	107,075,162

Kane County Finance Committee
Finance Department
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Total Energy Costs (Gross, does not include reimbursements)

Expense Type	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
60090 - Utilities- Sewer	\$ 50,467	\$ 117,583	\$ 113,224	\$ 125,302	\$ 141,113	\$ 139,946	\$ 136,863	\$ 138,959	\$ 129,598	\$ 157,035	\$ 61,354
60100 - Utilities- Water	78,372	115,574	102,235	113,877	123,823	128,030	127,795	140,663	145,268	153,706	78,033
63000 - Utilities- Natural Gas	379,974	322,683	204,267	174,999	290,557	253,295	199,577	180,011	250,808	296,477	194,444
63010 - Utilities- Electric	1,313,767	1,177,724	1,227,036	1,180,704	1,167,841	1,273,019	1,108,266	1,209,069	1,030,226	1,349,994	567,598
63020 - Utilities- Intersect Lightin	550,373	655,468	528,607	556,616	1,023,492	865,669	698,053	1,004,649	761,208	1,578,710	689,647
63040 - Fuel- Vehicles	748,648	429,982	356,389	421,759	537,156	532,087	442,546	673,908	904,789	812,771	421,096
64000 - Telephone	941,217	941,602	848,456	585,801	357,313	389,942	385,453	640,854	519,934	407,081	177,187
64010 - Cellular Phone	16,199	25,646	29,668	21,915	321,921	323,459	304,077	180,521	335,493	313,898	234,049
64020 - Internet	10,045	9,181	9,299	9,169	99,104	104,073	103,530	117,611	101,667	113,022	81,485
Total	\$ 4,089,062	\$ 3,795,445	\$ 3,419,181	\$ 3,190,143	\$ 4,062,320	\$ 4,009,520	\$ 3,506,161	\$ 4,286,244	\$ 4,178,990	\$ 5,182,694	\$ 2,504,892

***2023 Utilities** – Electric increased over prior years due to full year occupation of Multi-Use Facility and increase in electric rates from Geneva and St. Charles

Kane County Finance Committee
Finance Department
Monthly Report
July 24, 2024

Purchasing Staff began working on Solicitations for the following products and services in June:

- Bid# 24-045-TK: Forensic Lab
- Bid# 24-046-TS: Chisholm Trail Drainage Project
- Bid# 24-047-TK: Mill Creek Sidewalk Cutting
- Bid# 24-048-TK: Mill Creek Sidewalk Lifting
- RFQ# 24-049-TK: Early Childhood Mental Health
- RFP# 24-050-KK: Compensation Analysis

- **Outcome:** Maintain an excellent credit rating for the County

- The audit of the 2023 financial statements is expected to result in an unmodified “clean” opinion

- **Outcome:** Ensure compliance with all State statutes, the Kane County Code and other regulations

- The audit was due by May 31, 2024. All audit testing is complete, however staff is still compiling all of the pages of the report so the expected completion of the final report is end of July 2024
- The County is utilizing the audit firm Baker Tilly and it is the fifth and final year of their audit contract. Finance issued an RFP for audit services and the responses are due August 1, 2024

- **Outcome:** Ensure cash and fund balances in each fund are sufficient to provide for budgeted expenditures; ensure revenues and expenditures are recorded in the proper period

- ***FY 2025 Budget –***

- i. The Finance Department developed the 2025 Budget Calendar and Budget Priorities.
 - ii. Budget Kick-off Meetings were held with Elected Officials and Department Heads on March 20th and 21st.
 - iii. Budget data entries including Mission and Outcomes, confirmation of active and vacant positions, and requests for contractual services, commodities, and capital were due May 17th.
 - iv. For the 3rd year in a row, Finance utilized the Position Budgeting module of NewWorld to “pull in” payroll data into the Budget Maintenance module. For the first time as part of the FY 2025 Budget, Finance utilized new features of Position Budgeting to automate the calculation of salary increases, payroll tax, IMRF, workers compensation, and health and dental insurance. Payroll staff has also performed a “data clean-up” to ensure that all County positions that are not currently filled are “inactivated” in the software so as not to complicate the budgeting process. These efficiencies are expected to save hundreds of Finance staff hours.
 - v. Offices and Departments present their draft budgets to their home committees during July 2024.
 - vi. A draft FY 2025 County budget is presented at the July 24, 2024 Finance Committee meeting.
- ***Forecasting*** – Finance is bringing forth a resolution at the July 24, 2024 Finance Committee meeting to utilize the Workday Adaptive Insights forecasting tool used by KDOT, to the rest of the County, which will include a consulting implementation contract with EisnerAmper. Finance will use Workday to begin creating forecasts for County funds in addition to KDOT.

- **Outcome:** Ensure grants programs are properly established, registered, and financially tracked and reported to be in compliance with Federal, State, and other requirements

- **Grant Administrator** – Finance hired a Grant Administrator who started Tuesday, May 28, 2024. The immediate goal for this position is to assist the Development, Environment, and Health Departments with obtaining grants. This position will also develop strategic goals for overall County grant funding. Grant Administrator has identified a \$400,000 grant that Environment and Water Resources Department will be pursuing.

- **Outcome:** Improve communication, transparency, and disclosures of Kane County's financial information

- **Business Analytics** – Finance and IT are continuing to work on pushing out the Business Analytics tool to all County department which allows users to pull data directly from the County's accounting software into Microsoft Excel. Training of County personnel is key to success.
- **Finance Department webpage and Web.kane internal Intranet site** – Finance and Purchasing have begun rolling out internal websites to store policies, procedures, budget guidelines, templates, best practices, training tips, etc , for all County Departments and Elected Officials to use. The site is modeled after the internal site created by County Human Resources.
- **Purchase Orders** – At the May 14, 2024 County Board, Resolution 24-194 was adopted to revise the Kane County Departmental Purchasing Policies. Kane County's Financial Policies do not currently provide a clear process for when purchase orders should be requested. This new policy reinforces the need for encumbering funds by using purchase orders. Purchase Orders provide numerous benefits, including:
 - A mechanism within the County financial management systems that allow for budgetary line items to be encumbered, thus properly reporting available and unavailable funds.
 - A mechanism to ensure County Purchasing Ordinance guidelines requiring solicitation of quotations are properly documented
 - Clarity in vendor and project management, whereby Purchase Orders are established for County Board approved and other purchases, thus allowing ease in tracking and reporting against established Purchase Orders

- **Outcome:** Improve effectiveness and cost efficiency of operations

- **Journal Entries** – Finance is working with IT to develop a template within the accounting software to be used by departments to streamline the posting of journal entries. Currently department send emails to Finance. If the tool is successful in the "testing" phase, departments will upload their requested journal entry and Finance staff will review and approve electronically.
- **Resolution Best Practice Templates** – Finance and Purchasing are working with the States Attorney's Office to develop Resolution templates to be used by County Offices and Departments when a formal solicitation has been advertised by the Purchasing Department. Recently a sample Purchasing

Cooperative template was provided to all County Departments and is located on the web.kane internal intranet site.

- **RFQ for Accounting Services** – Finance has issued an RFQ for Accounting Services to have a firm(s) on contract to assist with long term and project-based financial accounting needs. Selection of a firm(s) will be brought forward to the County Board for approval in the upcoming months.
- **Procurement Card Services** (P-card) - The new Chase P-cards have been distributed to all cardholders.
- **Purchasing Cooperatives** – The Finance Department has issued a memo to County Departments providing guidance on Purchasing Cooperatives including a sample resolution template
- **Surplus Forms** – IT is finalizing a fillable form in Laserfiche to allow departments to electronically submit Surplus forms.
- **Office Supply Swap** - The Purchasing, Environmental, and Building Management Departments have been coordinating the Office Supply Swap which was held on July 12, 2024

• Outcome: Ensure timely and accurate processing of payroll
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- **Payroll Clerk (Open Position)** – Finance has a job opening for a payroll clerk.
- **Position Budgeting** – Finance staff have begun using the Position Budgeting tax and benefit features in NewWorld as part of the 2025 Budget process. For FY 2026 Budget preparation, Finance will roll-out these features to have individual Offices/Departments utilize these features themselves.
- **Personnel Action Form (PAF) automation** – Finance will start again to begin testing the automation of the personnel action form processing workflow using an already owned module within NewWorldSystems. The end goal is to have each Office/Department data enter their own PAF's rather than send down triplicate hard copy forms to the central Payroll staff.
- **Time and Attendance (Novatime)** – working on Coroner implementation of the time and attendance software used by nearly all County Offices. Finance Department implementation completed.
- **New employees** – Payroll has recently processed paperwork for all election workers, which included over 200 workers. For each worker, new hire paperwork had to be reviewed and data entered.

Kane County Purchasing Card Information
Executive Committee
July 2024 Statement

COUNTY BOARD				
Transaction Date	Merchant Name	Additional Information		Transaction Amount
5/31/2024	GENEVA CHAMBER GIFT CERT	630-2326060		\$25.00
5/31/2024	GENEVA CHAMBER GIFT CERT	630-2326060		\$25.00
6/5/2024	AMZN MKTP US	AMZN.COM/BILL		\$36.98
6/5/2024	AMZN MKTP US	AMZN.COM/BILL		\$36.98
6/25/2024	AMZN MKTP US	AMZN.COM/BILL		\$7.95
6/25/2024	AMZN MKTP US	AMZN.COM/BILL		\$7.95
Total:				\$139.86
Total all:				\$139.86

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

PRESENTATION/DISCUSSION NO. TMP-24-2709

FY2025 COUNTY BOARD OFFICE BUDGET PRESENTATION



County Board FY2025 Budget Report 1

Budget Year 2025

Account	Account Description	2023 Actual Amount	2024 Actual Amount	2024 Adopted Budget	2024 Amended Budget	2024 Estimated Amount	2025 Submitted Budget	FY2024 Estimate VS FY2025 Budget	FY2025 vs. FY2024 Amended Budget
Fund 001 - General Fund									
REVENUE									
31000	Liquor Licenses	113,862.00	146,450.00	90,000.00	90,000.00	126,400.00	130,000.00	2.8	44.4
31390	Gathering Permits	5,050.00	500.00	2,500.00	2,500.00	.00	2,500.00	.0	.0
REVENUE TOTALS		\$118,912.00	\$146,950.00	\$92,500.00	\$92,500.00	\$126,400.00	\$132,500.00	4.8%	43.2%
EXPENSE									
40000	Salaries and Wages	1,008,603.15	648,838.57	1,003,794.00	1,008,794.00	.00	1,021,711.00	.0	1.3
40003	Cost of Living Increase	.00	.00	.00	30,114.00	.00	.00	.0	(100.0)
45000	Healthcare Contribution	337,295.43	.00	.00	.00	.00	381,805.00	.0	.0
45005	Healthcare Contribution Contra Account	.00	.00	.00	.00	.00	(381,805.00)	(19,090,250.0)	(19,090,250.0)
45010	Dental Contribution	9,684.69	.00	.00	.00	.00	11,381.00	.0	.0
45015	Dental Insurance Contra Account	.00	.00	.00	.00	.00	(11,381.00)	(569,050.0)	(569,050.0)
45100	FICA/SS Contribution	.00	.00	.00	.00	.00	78,180.00	.0	.0
45105	FICA/SS Contribution Contra Account	.00	.00	.00	.00	.00	(78,180.00)	(3,909,000.0)	(3,909,000.0)
45200	IMRF Contribution	.00	.00	.00	.00	.00	31,218.00	.0	.0
45205	IMRF Contribution Contra Account	.00	.00	.00	.00	.00	(31,218.00)	(1,560,900.0)	(1,560,900.0)
50150	Contractual/Consulting Services	95,828.45	70,500.00	253,350.00	253,350.00	.00	253,350.00	.0	.0
52140	Repairs and Maint- Copiers	539.89	454.43	600.00	600.00	.00	100.00	.0	(83.3)
53010	Workers Compensation	.00	.00	.00	.00	.00	17,690.00	.0	.0
53015	Worker's Comp Contra Account	.00	.00	.00	.00	.00	(17,690.00)	(884,500.0)	(884,500.0)
53060	General Printing	11.65	1,581.75	.00	.00	.00	.00	.0	.0
53105	Conferences and Meetings - Board Members	1,628.54	3,482.36	3,500.00	3,500.00	.00	12,000.00	.0	242.9
53106	Conferences & Meetings - Chairman	1,190.11	2,737.91	3,325.00	3,325.00	.00	4,000.00	.0	20.3
53120	Employee Mileage Expense	.00	62.64	.00	.00	.00	.00	.0	.0
53130	General Association Dues	37,542.00	9,273.00	36,400.00	36,400.00	.00	36,400.00	.0	.0
60000	Office Supplies	9,063.92	8,510.30	9,200.00	9,200.00	.00	9,500.00	.0	3.3
60010	Operating Supplies	1,087.87	454.63	2,500.00	2,500.00	.00	3,000.00	.0	20.0
60015	Board Meeting Supplies	275.25	581.74	1,800.00	1,800.00	.00	2,000.00	.0	11.1
60020	Computer Related Supplies	40.16	.00	300.00	300.00	.00	300.00	.0	.0
60050	Books and Subscriptions	97.75	.00	200.00	200.00	.00	200.00	.0	.0



County Board FY2025 Budget Report 1

Budget Year 2025

Account	Account Description	2023 Actual Amount	2024 Actual Amount	2024 Adopted Budget	2024 Amended Budget	2024 Estimated Amount	2025 Submitted Budget	FY2024 Estimate VS FY2025 Budget	FY2025 vs. FY2024 Amended Budget
Fund	001 - General Fund								
	EXPENSE								
60555	Business Relationship Commodities	449.44	.00	500.00	500.00	.00	500.00	.0	.0
	EXPENSE TOTALS	\$1,503,338.30	\$746,477.33	\$1,315,469.00	\$1,350,583.00	\$0.00	\$1,343,061.00	+++	(0.6%)
Fund	001 - General Fund Totals								
	REVENUE TOTALS	\$118,912.00	\$146,950.00	\$92,500.00	\$92,500.00	\$126,400.00	\$132,500.00	4.8%	43.2%
	EXPENSE TOTALS	\$1,503,338.30	\$746,477.33	\$1,315,469.00	\$1,350,583.00	\$0.00	\$1,343,061.00	+++	(0.6%)
Fund	001 - General Fund Totals	(\$1,384,426.30)	(\$599,527.33)	(\$1,222,969.00)	(\$1,258,083.00)	\$126,400.00	(\$1,210,561.00)	(1057.7%)	(3.8%)
	Net Grand Totals								
	REVENUE GRAND TOTALS	\$118,912.00	\$146,950.00	\$92,500.00	\$92,500.00	\$126,400.00	\$132,500.00	4.8%	43.2%
	EXPENSE GRAND TOTALS	\$1,503,338.30	\$746,477.33	\$1,315,469.00	\$1,350,583.00	\$0.00	\$1,343,061.00	+++	(0.6%)
	Net Grand Totals	(\$1,384,426.30)	(\$599,527.33)	(\$1,222,969.00)	(\$1,258,083.00)	\$126,400.00	(\$1,210,561.00)	(1057.7%)	(3.8%)



County Board FY2025 Budget Transaction Detail

Report 2

Budget Year 2025

Account	Account Description	2025 Submitted Budget
Fund 001 - General Fund		
REVENUE		
Department 010 - County Board		
Sub-Department 000 - Revenues		
31000	Liquor Licenses	130,000.00
Budget Transactions		
Level	Transaction	Number of Units Cost Per Unit Total Amount
Submitted Budget	Liquor Licenses	1.0000 130,000.00 130,000.00
		Submitted Budget Totals \$130,000.00
31390	Gathering Permits	2,500.00
Budget Transactions		
Level	Transaction	Number of Units Cost Per Unit Total Amount
Submitted Budget	Gathering Permits	1.0000 2,500.00 2,500.00
		Submitted Budget Totals \$2,500.00
Sub-Department 000 - Revenues Totals		\$132,500.00
Department 010 - County Board Totals		\$132,500.00
REVENUE TOTALS		\$132,500.00
EXPENSE		
Department 010 - County Board		
Sub-Department 010 - County Board/Liquor		
40000	Salaries and Wages	1,021,711.00
Position Transactions		
Level	Position	Type Code Total Amount
Submitted Budget	901011001 - Elected Official County Bd Chair	Earnings 105,328.00
Submitted Budget	901011002 - Board Member	Earnings 25,000.00
Submitted Budget	901011003 - Board Member	Earnings 25,000.00
Submitted Budget	901011004 - Board Member	Earnings 25,000.00
Submitted Budget	901011005 - Board Member	Earnings 25,000.00
Submitted Budget	901011006 - Board Member	Earnings 25,000.00
Submitted Budget	901011007 - Board Member	Earnings 25,000.00
Submitted Budget	901011009 - Board Member	Earnings 25,000.00
Submitted Budget	901011010 - Board Member	Earnings 25,000.00
Submitted Budget	901011011 - Board Member	Earnings 25,000.00
Submitted Budget	901011012 - Board Member	Earnings 25,000.00
Submitted Budget	901011013 - Board Member	Earnings 25,000.00
Submitted Budget	901011014 - Board Member	Earnings 25,000.00
Submitted Budget	901011015 - Board Member	Earnings 25,000.00
Submitted Budget	901011016 - Board Member	Earnings 25,000.00



County Board FY2025 Budget Transaction Detail

Report 2

Budget Year 2025

Account Account Description 2025 Submitted Budget

Fund **001 - General Fund**

EXPENSE

Department **010 - County Board**

Sub-Department **010 - County Board/Liquor**

Submitted Budget	901011018 - Board Member	Earnings	25,000.00
Submitted Budget	901011019 - Board Member	Earnings	25,000.00
Submitted Budget	901011020 - Board Member	Earnings	25,000.00
Submitted Budget	901011022 - Board Member	Earnings	25,000.00
Submitted Budget	901011023 - Board Member	Earnings	25,000.00
Submitted Budget	901011024 - Board Member	Earnings	25,000.00
Submitted Budget	901011025 - Board Member	Earnings	25,000.00
Submitted Budget	901011026 - Board Member	Earnings	25,000.00
Submitted Budget	901011027 - Board Member	Earnings	25,000.00
Submitted Budget	901011028 - Board Member	Earnings	25,000.00
Submitted Budget	901012030 - Executive Assistant	Earnings	81,808.00
Submitted Budget	901016033 - Recording Secretary	Earnings	46,522.00
Submitted Budget	901016038 - Senior Recording Secretary	Earnings	51,597.00
Submitted Budget	901016040 - Public Information Officer	Earnings	136,456.00
Submitted Budget Totals			<u>\$1,021,711.00</u>

45000 Healthcare Contribution 381,805.00

Position Transactions

Level	Position	Type	Code	Total Amount
Submitted Budget	901011002 - Board Member	Benefit	PPO E+CHN NW - PPO E+Children No Wellness	31,142.00
Submitted Budget	901011003 - Board Member	Benefit	PPO E+SPOUSE - PPO E+Spouse	24,349.00
Submitted Budget	901011005 - Board Member	Benefit	PPO FAMILY - PPO Family	37,492.00
Submitted Budget	901011006 - Board Member	Benefit	PPO FAMILY - PPO Family	37,492.00
Submitted Budget	901011010 - Board Member	Benefit	PPO E+SP PTX - PPO E+Spouse Post Tax	24,349.00
Submitted Budget	901011012 - Board Member	Benefit	PPO EE - PPO Employee	12,367.00
Submitted Budget	901011013 - Board Member	Benefit	PPO EE - PPO Employee	12,367.00
Submitted Budget	901011014 - Board Member	Benefit	PPO E+CHILD - PPO E+Child	24,349.00
Submitted Budget	901011015 - Board Member	Benefit	HMOBA E+SP 1WP - HMO BA E+Spouse 1 Well Post Tax	14,052.00
Submitted Budget	901011016 - Board Member	Benefit	HMO BA E+SP PTX - HMO BA E+Spouse Post Tax	14,652.00
Submitted Budget	901011018 - Board Member	Benefit	PPO E+SPOUSE - PPO E+Spouse	24,349.00
Submitted Budget	901011019 - Board Member	Benefit	PPO E+SPOUSE - PPO E+Spouse	24,349.00
Submitted Budget	901011023 - Board Member	Benefit	PPO E+SP PTX - PPO E+Spouse Post Tax	24,349.00
Submitted Budget	901011026 - Board Member	Benefit	PPO EE - PPO Employee	12,367.00
Submitted Budget	901011027 - Board Member	Benefit	MERP FAMILY - MERP Family Coverage	19,100.00
Submitted Budget	901011028 - Board Member	Benefit	HMO BA EE - HMO BA Employee	7,507.00
Submitted Budget	901012030 - Executive Assistant	Benefit	HMO BA EE - HMO BA Employee	7,507.00
Submitted Budget	901016033 - Recording Secretary	Benefit	HMO BA EE - HMO BA Employee	7,507.00



County Board FY2025 Budget Transaction Detail

Report 2

Budget Year 2025

Account	Account Description	2025 Submitted Budget	
Fund	001 - General Fund		
EXPENSE			
Department	010 - County Board		
Sub-Department	010 - County Board/Liquor		
	Submitted Budget	901016038 - Senior Recording Secretary	Benefit HMO BA E+CHILD - HMO BA E+Child 14,652.00
	Submitted Budget	901016040 - Public Information Officer	Benefit HMO BA EE - HMO BA Employee 7,507.00
Submitted Budget Totals			\$381,805.00
45005	Healthcare Contribution Contra Account	(381,805.00)	
Budget Transactions			
	Level	Transaction	Number of Units Cost Per Unit Total Amount
	Submitted Budget	Health Contra FY25	1.0000 (381,805.00) (381,805.00)
Submitted Budget Totals			(\$381,805.00)
45010	Dental Contribution	11,381.00	
Position Transactions			
	Level	Position	Type Code Total Amount
	Submitted Budget	901011001 - Elected Official County Bd Chair	Benefit DPPO EE - Dental PPO Employee 276.00
	Submitted Budget	901011002 - Board Member	Benefit DPPO FAMILY - Dental PPO Family 718.00
	Submitted Budget	901011003 - Board Member	Benefit DPPO FAMILY - Dental PPO Family 718.00
	Submitted Budget	901011004 - Board Member	Benefit DPPO EE - Dental PPO Employee 276.00
	Submitted Budget	901011005 - Board Member	Benefit DPPO FAMILY - Dental PPO Family 718.00
	Submitted Budget	901011006 - Board Member	Benefit DPPO FAMILY - Dental PPO Family 718.00
	Submitted Budget	901011010 - Board Member	Benefit DPPO FAMILY PTX - Dental PPO Family Post Tax 718.00
	Submitted Budget	901011012 - Board Member	Benefit DPPO EE - Dental PPO Employee 276.00
	Submitted Budget	901011013 - Board Member	Benefit DPPO FAMILY - Dental PPO Family 718.00
	Submitted Budget	901011014 - Board Member	Benefit DPPO FAMILY - Dental PPO Family 718.00
	Submitted Budget	901011015 - Board Member	Benefit DPPO FAMILY PTX - Dental PPO Family Post Tax 718.00
	Submitted Budget	901011016 - Board Member	Benefit DPPO FAMILY PTX - Dental PPO Family Post Tax 718.00
	Submitted Budget	901011018 - Board Member	Benefit DPPO FAMILY - Dental PPO Family 718.00
	Submitted Budget	901011019 - Board Member	Benefit DPPO FAMILY - Dental PPO Family 718.00
	Submitted Budget	901011023 - Board Member	Benefit DPPO FAMILY PTX - Dental PPO Family Post Tax 718.00
	Submitted Budget	901011026 - Board Member	Benefit DPPO EE - Dental PPO Employee 276.00
	Submitted Budget	901011028 - Board Member	Benefit DHMO EE - Dental HMO Employee 115.00
	Submitted Budget	901012030 - Executive Assistant	Benefit DPPO EE - Dental PPO Employee 276.00
	Submitted Budget	901016033 - Recording Secretary	Benefit DPPO EE - Dental PPO Employee 276.00
	Submitted Budget	901016038 - Senior Recording Secretary	Benefit DPPO FAMILY - Dental PPO Family 718.00
	Submitted Budget	901016040 - Public Information Officer	Benefit DPPO EE - Dental PPO Employee 276.00
Submitted Budget Totals			\$11,381.00



County Board FY2025 Budget Transaction Detail

Report 2

Budget Year 2025

Account Account Description 2025 Submitted Budget

Fund **001 - General Fund**

EXPENSE

Department **010 - County Board**

Sub-Department **010 - County Board/Liquor**

45015 Dental Insurance Contra Account (11,381.00)

Budget Transactions

Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Submitted Budget	Dental Contra for FY25	1.0000	(11,381.00)	(11,381.00)
Submitted Budget Totals				(\$11,381.00)

45100 FICA/SS Contribution 78,180.00

Position Transactions

Level	Position	Type	Code	Total Amount
Submitted Budget	901011001 - Elected Official County Bd Chair	Tax	SOCIAL SECURITY - Social Security	6,531.00
Submitted Budget	901011001 - Elected Official County Bd Chair	Tax	MEDICARE - Medicare	1,528.00
Submitted Budget	901011002 - Board Member	Tax	SOCIAL SECURITY - Social Security	1,550.00
Submitted Budget	901011002 - Board Member	Tax	MEDICARE - Medicare	363.00
Submitted Budget	901011003 - Board Member	Tax	MEDICARE - Medicare	363.00
Submitted Budget	901011003 - Board Member	Tax	SOCIAL SECURITY - Social Security	1,550.00
Submitted Budget	901011004 - Board Member	Tax	MEDICARE - Medicare	363.00
Submitted Budget	901011004 - Board Member	Tax	SOCIAL SECURITY - Social Security	1,550.00
Submitted Budget	901011005 - Board Member	Tax	SOCIAL SECURITY - Social Security	1,550.00
Submitted Budget	901011005 - Board Member	Tax	MEDICARE - Medicare	363.00
Submitted Budget	901011006 - Board Member	Tax	MEDICARE - Medicare	363.00
Submitted Budget	901011006 - Board Member	Tax	SOCIAL SECURITY - Social Security	1,550.00
Submitted Budget	901011007 - Board Member	Tax	SOCIAL SECURITY - Social Security	1,550.00
Submitted Budget	901011007 - Board Member	Tax	MEDICARE - Medicare	363.00
Submitted Budget	901011009 - Board Member	Tax	MEDICARE - Medicare	363.00
Submitted Budget	901011009 - Board Member	Tax	SOCIAL SECURITY - Social Security	1,550.00
Submitted Budget	901011010 - Board Member	Tax	MEDICARE - Medicare	363.00
Submitted Budget	901011010 - Board Member	Tax	SOCIAL SECURITY - Social Security	1,550.00
Submitted Budget	901011011 - Board Member	Tax	SOCIAL SECURITY - Social Security	1,550.00
Submitted Budget	901011011 - Board Member	Tax	MEDICARE - Medicare	363.00
Submitted Budget	901011012 - Board Member	Tax	MEDICARE - Medicare	363.00
Submitted Budget	901011012 - Board Member	Tax	SOCIAL SECURITY - Social Security	1,550.00
Submitted Budget	901011013 - Board Member	Tax	MEDICARE - Medicare	363.00
Submitted Budget	901011013 - Board Member	Tax	SOCIAL SECURITY - Social Security	1,550.00
Submitted Budget	901011014 - Board Member	Tax	MEDICARE - Medicare	363.00
Submitted Budget	901011014 - Board Member	Tax	SOCIAL SECURITY - Social Security	1,550.00
Submitted Budget	901011015 - Board Member	Tax	SOCIAL SECURITY - Social Security	1,550.00
Submitted Budget	901011015 - Board Member	Tax	MEDICARE - Medicare	363.00



County Board FY2025 Budget Transaction Detail

Report 2

Budget Year 2025

Account Account Description 2025 Submitted Budget

Fund **001 - General Fund**

EXPENSE

Department **010 - County Board**

Sub-Department **010 - County Board/Liquor**

Submitted Budget	901011016 - Board Member	Tax	SOCIAL SECURITY - Social Security	1,550.00
Submitted Budget	901011016 - Board Member	Tax	MEDICARE - Medicare	363.00
Submitted Budget	901011018 - Board Member	Tax	MEDICARE - Medicare	363.00
Submitted Budget	901011018 - Board Member	Tax	SOCIAL SECURITY - Social Security	1,550.00
Submitted Budget	901011019 - Board Member	Tax	SOCIAL SECURITY - Social Security	1,550.00
Submitted Budget	901011019 - Board Member	Tax	MEDICARE - Medicare	363.00
Submitted Budget	901011020 - Board Member	Tax	MEDICARE - Medicare	363.00
Submitted Budget	901011020 - Board Member	Tax	SOCIAL SECURITY - Social Security	1,550.00
Submitted Budget	901011022 - Board Member	Tax	SOCIAL SECURITY - Social Security	1,550.00
Submitted Budget	901011022 - Board Member	Tax	MEDICARE - Medicare	363.00
Submitted Budget	901011023 - Board Member	Tax	MEDICARE - Medicare	363.00
Submitted Budget	901011023 - Board Member	Tax	SOCIAL SECURITY - Social Security	1,550.00
Submitted Budget	901011024 - Board Member	Tax	SOCIAL SECURITY - Social Security	1,550.00
Submitted Budget	901011024 - Board Member	Tax	MEDICARE - Medicare	363.00
Submitted Budget	901011025 - Board Member	Tax	MEDICARE - Medicare	363.00
Submitted Budget	901011025 - Board Member	Tax	SOCIAL SECURITY - Social Security	1,550.00
Submitted Budget	901011026 - Board Member	Tax	SOCIAL SECURITY - Social Security	1,550.00
Submitted Budget	901011026 - Board Member	Tax	MEDICARE - Medicare	363.00
Submitted Budget	901011027 - Board Member	Tax	MEDICARE - Medicare	363.00
Submitted Budget	901011027 - Board Member	Tax	SOCIAL SECURITY - Social Security	1,550.00
Submitted Budget	901011028 - Board Member	Tax	SOCIAL SECURITY - Social Security	1,550.00
Submitted Budget	901011028 - Board Member	Tax	MEDICARE - Medicare	363.00
Submitted Budget	901012030 - Executive Assistant	Tax	MEDICARE - Medicare	1,187.00
Submitted Budget	901012030 - Executive Assistant	Tax	SOCIAL SECURITY - Social Security	5,073.00
Submitted Budget	901016033 - Recording Secretary	Tax	SOCIAL SECURITY - Social Security	2,885.00
Submitted Budget	901016033 - Recording Secretary	Tax	MEDICARE - Medicare	675.00
Submitted Budget	901016038 - Senior Recording Secretary	Tax	MEDICARE - Medicare	749.00
Submitted Budget	901016038 - Senior Recording Secretary	Tax	SOCIAL SECURITY - Social Security	3,200.00
Submitted Budget	901016040 - Public Information Officer	Tax	SOCIAL SECURITY - Social Security	8,461.00
Submitted Budget	901016040 - Public Information Officer	Tax	MEDICARE - Medicare	1,979.00
Submitted Budget Totals				\$78,180.00

45105 FICA/SS Contribution Contra Account (78,180.00)

Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Submitted Budget	FICA/SS Contra for FY25	1.0000	(78,180.00)	(78,180.00)
Submitted Budget Totals				(\$78,180.00)



County Board FY2025 Budget Transaction Detail

Report 2

Budget Year 2025

Account	Account Description	2025 Submitted Budget
Fund 001 - General Fund		
EXPENSE		
Department 010 - County Board		
Sub-Department 010 - County Board/Liquor		
45200	IMRF Contribution	31,218.00
Position Transactions		
Level	Position	Type Code Total Amount
Submitted Budget	901011001 - Elected Official County Bd Chair	Benefit PENSION IMRF - IMRF County Share 5,751.00
Submitted Budget	901011010 - Board Member	Benefit PENSION IMRF AT - IMRF County Share After Tax 1,365.00
Submitted Budget	901011013 - Board Member	Benefit PENSION IMRF - IMRF County Share 1,365.00
Submitted Budget	901011014 - Board Member	Benefit PENSION IMRF - IMRF County Share 1,365.00
Submitted Budget	901011018 - Board Member	Benefit PENSION IMRF - IMRF County Share 1,365.00
Submitted Budget	901011019 - Board Member	Benefit PENSION IMRF - IMRF County Share 1,365.00
Submitted Budget	901011023 - Board Member	Benefit PN IMRF TIER2 AT - IMRF Tier2 County Share AfterTax 1,365.00
Submitted Budget	901012030 - Executive Assistant	Benefit PENSION IMRF - IMRF County Share 4,467.00
Submitted Budget	901016033 - Recording Secretary	Benefit PEN IMRF TIER 2 - IMRF Tier 2 County Share 2,541.00
Submitted Budget	901016038 - Senior Recording Secretary	Benefit PEN IMRF TIER 2 - IMRF Tier 2 County Share 2,818.00
Submitted Budget	901016040 - Public Information Officer	Benefit PEN IMRF TIER 2 - IMRF Tier 2 County Share 7,451.00
		Submitted Budget Totals \$31,218.00
45205	IMRF Contribution Contra Account	(31,218.00)
Budget Transactions		
Level	Transaction	Number of Units Cost Per Unit Total Amount
Submitted Budget	IMRF Contra for FY25	1.0000 (31,218.00) (31,218.00)
		Submitted Budget Totals (\$31,218.00)
50150	Contractual/Consulting Services	253,350.00
Budget Transactions		
Level	Transaction	Number of Units Cost Per Unit Total Amount
Submitted Budget	Community Outreach - Facebook Promotion	1.0000 500.00 500.00
Submitted Budget	Community Outreach - Local Advertising	1.0000 500.00 500.00
Submitted Budget	Community Outreach - Professional Assistance	1.0000 500.00 500.00
Submitted Budget	County Board - Sterling Codifiers	1.0000 4,350.00 4,350.00
Submitted Budget	Development of Strategic Plan	1.0000 125,000.00 125,000.00
Submitted Budget	FY23 Budget Amendment RES 23-193 Contract for RS	1.0000 100,000.00 100,000.00
Submitted Budget	FY23 Budget Amendment RES 23-206 Lobbyist Adj	1.0000 (22,500.00) (22,500.00)
Submitted Budget	FY23 Budget Amendment RES 23-86 Rollover of CB Lobbyist Expense	1.0000 15,000.00 15,000.00
Submitted Budget	Lobbyists	1.0000 30,000.00 30,000.00
		Submitted Budget Totals \$253,350.00



County Board FY2025 Budget Transaction Detail

Report 2

Budget Year 2025

Account Account Description 2025 Submitted Budget

Fund **001 - General Fund**

EXPENSE

Department **010 - County Board**

Sub-Department **010 - County Board/Liquor**

52140 Repairs and Maint- Copiers 100.00

Budget Transactions

Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Submitted Budget	Corrected Entry	1.0000	(500.00)	(500.00)
Submitted Budget	Impact Networking Copier Maintenance	1.0000	500.00	500.00
Submitted Budget	Monthly Maintenance Fee for Copier	1.0000	100.00	100.00
Submitted Budget Totals				\$100.00

53010 Workers Compensation 17,690.00

Position Transactions

Level	Position	Type	Code	Total Amount
Submitted Budget	901011001 - Elected Official County Bd Chair	Workers Comp	8810 - Clerical	1,823.00
Submitted Budget	901011002 - Board Member	Workers Comp	8810 - Clerical	433.00
Submitted Budget	901011003 - Board Member	Workers Comp	8810 - Clerical	433.00
Submitted Budget	901011004 - Board Member	Workers Comp	8810 - Clerical	433.00
Submitted Budget	901011005 - Board Member	Workers Comp	8810 - Clerical	433.00
Submitted Budget	901011006 - Board Member	Workers Comp	8810 - Clerical	433.00
Submitted Budget	901011007 - Board Member	Workers Comp	8810 - Clerical	433.00
Submitted Budget	901011009 - Board Member	Workers Comp	8810 - Clerical	433.00
Submitted Budget	901011010 - Board Member	Workers Comp	8810 - Clerical	433.00
Submitted Budget	901011011 - Board Member	Workers Comp	8810 - Clerical	433.00
Submitted Budget	901011012 - Board Member	Workers Comp	8810 - Clerical	433.00
Submitted Budget	901011013 - Board Member	Workers Comp	8810 - Clerical	433.00
Submitted Budget	901011014 - Board Member	Workers Comp	8810 - Clerical	433.00
Submitted Budget	901011015 - Board Member	Workers Comp	8810 - Clerical	433.00
Submitted Budget	901011016 - Board Member	Workers Comp	8810 - Clerical	433.00
Submitted Budget	901011018 - Board Member	Workers Comp	8810 - Clerical	433.00
Submitted Budget	901011019 - Board Member	Workers Comp	8810 - Clerical	433.00
Submitted Budget	901011020 - Board Member	Workers Comp	8810 - Clerical	433.00
Submitted Budget	901011022 - Board Member	Workers Comp	8810 - Clerical	433.00
Submitted Budget	901011023 - Board Member	Workers Comp	8810 - Clerical	433.00
Submitted Budget	901011024 - Board Member	Workers Comp	8810 - Clerical	433.00
Submitted Budget	901011025 - Board Member	Workers Comp	8810 - Clerical	433.00
Submitted Budget	901011026 - Board Member	Workers Comp	8810 - Clerical	433.00
Submitted Budget	901011027 - Board Member	Workers Comp	8810 - Clerical	433.00
Submitted Budget	901011028 - Board Member	Workers Comp	8810 - Clerical	433.00
Submitted Budget	901012030 - Executive Assistant	Workers Comp	8810 - Clerical	1,416.00



County Board FY2025 Budget Transaction Detail

Report 2

Budget Year 2025

Account	Account Description	2025 Submitted Budget
Fund 001 - General Fund		
EXPENSE		
Department 010 - County Board		
Sub-Department 010 - County Board/Liquor		
Submitted Budget	901016033 - Recording Secretary	Workers Comp 8810 - Clerical 805.00
Submitted Budget	901016038 - Senior Recording Secretary	Workers Comp 8810 - Clerical 893.00
Submitted Budget	901016040 - Public Information Officer	Workers Comp 8810 - Clerical 2,361.00
Submitted Budget Totals		\$17,690.00
53015	Worker's Comp Contra Account	(17,690.00)
Budget Transactions		
Level	Transaction	Number of Units Cost Per Unit Total Amount
Submitted Budget	WC Contra for FY25	1.0000 (17,690.00) (17,690.00)
Submitted Budget Totals		(\$17,690.00)
53105	Conferences and Meetings - Board Members	12,000.00
Budget Transactions		
Level	Transaction	Number of Units Cost Per Unit Total Amount
Submitted Budget	Conference & Meetings for Board Members	1.0000 12,000.00 12,000.00
Submitted Budget Totals		\$12,000.00
53106	Conferences & Meetings - Chairman	4,000.00
Budget Transactions		
Level	Transaction	Number of Units Cost Per Unit Total Amount
Submitted Budget	Chairman conference & meeting expenses	1.0000 3,250.00 3,250.00
Submitted Budget	Mileage and Tolls	1.0000 750.00 750.00
Submitted Budget Totals		\$4,000.00
53120	Employee Mileage Expense	.00
Budget Transactions		
Level	Transaction	Number of Units Cost Per Unit Total Amount
Submitted Budget	Community Outreach - Mileage	1.0000 350.00 350.00
Submitted Budget	County Board - Mileage	1.0000 400.00 400.00
Submitted Budget	Mileage & Tolls added to 53120	1.0000 (750.00) (750.00)
Submitted Budget Totals		\$0.00
53130	General Association Dues	36,400.00
Budget Transactions		
Level	Transaction	Number of Units Cost Per Unit Total Amount
Submitted Budget	Illinois Association of County Board Members	1.0000 2,400.00 2,400.00
Submitted Budget	Illinois Association of Counties	1.0000 25,000.00 25,000.00



County Board FY2025 Budget Transaction Detail

Report 2

Budget Year 2025

Account	Account Description	2025 Submitted Budget			
Fund 001 - General Fund					
EXPENSE					
Department 010 - County Board					
Sub-Department 010 - County Board/Liquor					
	Submitted Budget	National Association of Counties	1.0000	9,000.00	9,000.00
			Submitted Budget Totals		\$36,400.00
60000	Office Supplies	9,500.00			
	Budget Transactions				
	Level	Transaction	Number of Units	Cost Per Unit	Total Amount
	Submitted Budget	Increase in supply due to toner expense	1.0000	3,500.00	3,500.00
	Submitted Budget	Office Supplies	1.0000	6,000.00	6,000.00
			Submitted Budget Totals		\$9,500.00
60010	Operating Supplies	3,000.00			
	Budget Transactions				
	Level	Transaction	Number of Units	Cost Per Unit	Total Amount
	Submitted Budget	Miscellaneous supplies	1.0000	2,000.00	2,000.00
	Submitted Budget	Operating Supplies	1.0000	1,000.00	1,000.00
			Submitted Budget Totals		\$3,000.00
60015	Board Meeting Supplies	2,000.00			
	Budget Transactions				
	Level	Transaction	Number of Units	Cost Per Unit	Total Amount
	Submitted Budget	Board meeting supplies	1.0000	1,700.00	1,700.00
	Submitted Budget	Increase due to cost of supplies	1.0000	300.00	300.00
			Submitted Budget Totals		\$2,000.00
60020	Computer Related Supplies	300.00			
	Budget Transactions				
	Level	Transaction	Number of Units	Cost Per Unit	Total Amount
	Submitted Budget	Computer Related Supplies	1.0000	500.00	500.00
	Submitted Budget	Historically have not used entire balance	1.0000	(200.00)	(200.00)
			Submitted Budget Totals		\$300.00
60050	Books and Subscriptions	200.00			
	Budget Transactions				
	Level	Transaction	Number of Units	Cost Per Unit	Total Amount
	Submitted Budget	Books & Subscriptions	1.0000	100.00	100.00
	Submitted Budget	Increase to cover additional subscriptions	1.0000	100.00	100.00
			Submitted Budget Totals		\$200.00



County Board FY2025 Budget Transaction Detail

Report 2

Budget Year 2025

Account	Account Description	2025 Submitted Budget		
Fund	001 - General Fund			
EXPENSE				
Department	010 - County Board			
Sub-Department	010 - County Board/Liquor			
60555	Business Relationship Commodities	500.00		
Budget Transactions				
Level	Transaction	Number of Units	Cost Per Unit	Total Amount
Submitted Budget	Business Relation Items	1.0000	500.00	500.00
			Submitted Budget Totals	\$500.00
Sub-Department	010 - County Board/Liquor Totals	\$1,343,061.00		
Department	010 - County Board Totals	\$1,343,061.00		
	EXPENSE TOTALS	\$1,343,061.00		
Fund	001 - General Fund Totals			
	REVENUE TOTALS	\$132,500.00		
	EXPENSE TOTALS	\$1,343,061.00		
Fund	001 - General Fund Totals	(\$1,210,561.00)		
	Net Grand Totals			
	REVENUE GRAND TOTALS	\$132,500.00		
	EXPENSE GRAND TOTALS	\$1,343,061.00		
	Net Grand Totals	(\$1,210,561.00)		

community by working with residents to provide them with life-skills essential to navigating successfully within our community. This work involves addressing existing transitional residential programs that are lacking affiliate programs that can be offered by the Sheriff's Office, all the while aiming to create transformational and unique programs that support success and independence for a stable life as individuals emerge from incarceration; and

WHEREAS, to assist the County in determining whether the project is an eligible use of SLFRF under ARPA, the Final Rule, and the related guidance issued by the United States Department of the Treasury, the ARPC consultant, Ernst and Young, has reviewed the Kane County Sheriff's Office's request for SLFRF for the Transitional Housing Program for the purpose of providing immediate and comprehensive services to individual for re-entry into the community from the Kane County Adult Justice Center and the Illinois Department of Corrections. The program provides a funding for education, job training services, and support services and completed an assessment regarding the project's eligibility (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use of SLFRF Revenue Loss funds in the amount of Three Hundred Eighty Two Thousand Nine Hundred Fifty Dollars (\$382,950) to fund the Transitional Housing Program for the Kane County Sheriff's Office, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations, and when finance table is provided.

NOW, THEREFORE, BE IT RESOLVED the Kane County Board hereby authorizes the Kane County Sheriff's Office use of State and Local Fiscal Recovery Revenue Loss Funds in the amount of Three Hundred Eighty Two Thousand Nine Hundred Fifty Dollars (\$382,950) to be used for Transitional Housing Program in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT FURTHER RESOLVED, BY THE Kane County Board that the following adjustment be made to the Fiscal Year 2024 budget:

Passed by the Kane County Board on August 13, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the use of State and Local Fiscal Recovery Revenue Loss Recoupment Funds to fund the Transitional Housing Program for the Kane County Sheriff's Office

Committee Flow:

American Rescue Plan Committee, Executive Committee, County Board

Contact:

Jarett Sanchez, 630.444.1224

Budget Information:

Was this item budgeted? n/a	Appropriation Amount: \$382,950.00
If not budgeted, explain funding source: SLFRF	

Summary:

The Kane County Board authorizes the Kane County Sheriff's Office use of State and Local Fiscal Revenue Loss Funds in the amount of Three Hundred Eighty Two Thousand Nine Hundred Fifty Dollars (382,950) to be used for Transitional Housing Program in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

Kane County is severely lacking in transitional housing for those re-entering the community from the County Jail or Illinois Department of Corrections. This project would allow us to refurbish two structures in the City of Aurora for this purpose, along with a vocational training and job placement center. The primary goal would be to house 15-20 re-entering individuals for span of 6 to 9 months as they stabilize, receive support, and ultimately exit on to their own individual residence supported by income from the Kane County Sheriff's local employment network.

Our work in correctional re-entry support in Kane County over the last five years has consistently proven to reduce recidivism and crime while saving our tax payers over \$5 million during that time period.

Currently, people returning from the Department of Corrections receive very little, if any, support. These people are often left homeless and jobless with little-to-no direction. For those re-entering from the County Jail, housing remains one of the primary barriers for full and successful re-entry to the community. This project would ensure one critical step in the further reduction of crime, the reduction of recidivism, and enhancement of equality in Kane for all residents.

Additional Information:

- 1) How much money will be needed post-ARPA for this facility?
 - we will operate the facility with our existing staff and budget. Expecting a total of \$350K with salaries and operating supplies
- 2) What is the total cost of the facility to be refurbished? Will it be paid out of ARPA funding? Does the County own the building already?
 - \$2,000,000 for purchase of the two buildings, then \$500K for refurbishment. We do not own the building, currently.
- 3) What will the ARPA dollars be spent on? Real Estate? Repairs? Furnishings? Operating Supplies? Payroll?
 - Real estate and remodeling
- 4) Is this intended as matching funds for the BJIA grant? Is it a voluntary addition of local funds to the grant?
 - No other grants currently apply
- 5) Are there any limitations on the period a person has been incarcerated before accessing the facility?
 - No limitation
- 6) Does the County have any statistics on the proportion of people exiting the jails that utilize local emergency shelters?
 - Approximately 5%, most are turned away due to the high threshold of intake for most shelters
- 7) Is this house intended to be an emergency shelter, or a formal part of the County's prisoner release plan?
 - Formal part of our re-entry platform, as it is the most needed service and lacking service in Kane

C Proposed Program Risk Considerations and Requirements Summary

There are two sections in this project: a halfway house, and a job training center.

The operation of a halfway house could be an eligible as a community violence prevention measure or employment support for an impacted population if the County can demonstrate that the population of formerly incarcerated individuals were negatively impacted by the pandemic and in need of housing and employment support. The County would need to be able to provide evidence that halfway houses are effective in reducing recidivism in former inmates and thus prevent crime.

The construction of a job and vocational training center is an enumerated eligible use. Treasury stated that "job and workforce training centers are eligible capital expenditures, so long as they adhere to the standards and presumptions detailed in the section Capital Expenditures in General Provisions: Other." (2022 Final Rule, pg. 4369).

The County would need to document the targeted population, and how that population was impacted by the pandemic. The County should consider revenue replacement for the housing portion of the project.

D Program Assessment Details

Complete the below Program Assessment Checklist. For instructions/guidance on using the below checklist please see the User Guide

D.1	Select the appropriate broad SLFRF category applicable to this project	Responding to the public health and negative economic impacts of the pandemic
D.2	Select SLFRF Expenditure Category	EC1
D.3	SLFRF Expenditure Category Description	1: Public Health
D.4	Select SLFRF Expenditure Subcategory	1.11 Community Violence Interventions*^
D.5	Additional SLFRF Expenditure Categories for consideration	2.10 Assistance to Unemployed or Underemployed Workers (e.g. job training, subsidized employment, employment supports or incentives)*^
D.6	Comments regarding additional SLFRF Expenditure Categories	The proposed project could fall under either expenditure subcategory. The center will be leading housing and job training programs.
D.7	Are the beneficiaries Populations Presumed Eligible?	Yes
D.8	Which Populations Presumed Eligible does the proposed program intend to serve?	Disproportionately Impacted

D.9	Is the Populations Presumed Eligible analysis conducted on each applicant or based on geographic area(s)?	Each Applicant
D.10	Is the proposed project related to an industry other than Tourism, Travel, or Hospitality?	Not Applicable
D.11	Is the proposed project an enumerated use?	No
D.12	Does the proposed project include subrecipients/beneficiaries?	Not Applicable
D.13	What is the estimated number of subrecipients/beneficiaries?	N/A
D.14	Will the County be using a partner/subrecipient to administer the program?	No
D.15	Will the proposed program require funding beyond the eligible period of ARPA SLFRF funds?	Yes
D.16	Estimated ongoing costs beyond ARPA SLFRF eligibility period	TBD
D.17	Is the proposed project/expenditure solely related to ARPA SLFRF eligible uses?	Yes
D.18	Percentage of project estimated to be ARPA SLFRF eligible	100%
D.19	Does the proposed project include capital expenditures	Yes
D.20	Is the capital expenditure an enumerated use (Select One)	No - the proposed capital expenditure is not an enumerated use
D.21	Select the appropriate range of expected capital expenditures	Between \$1 million and \$10 million
D.22	Is a Written Justification Required	Yes
D.23	Does the project include required programmatic data	Yes
D.24	Does the application indicate the program is designed to address equitable outcomes?	No

E	<p>ARPA SLFRF Eligible Cost Category Designation - Items 1 through 6</p> <p>There are to sections in this project: a halfway house, and a job training center.</p> <p>The operation of a halfway house could be an eligible as a community violence prevention measure or employment support for an impacted population if the County can demonstrate that the population of formerly incarcerated individuals were negatively impacted by the pandemic and in need of housing and employment support. The County would need to be able to provide evidence that halfway houses are effective in reducing recidivism in former inmates and thus prevent crime.</p> <p>The construction of a job and vocational training center is an enumerated eligible use. Treasury stated that "job and workforce training centers are eligible capital expenditures, so long as they adhere to the standards and presumptions detailed in the section Capital Expenditures in General Provisions: Other." (2022 Final Rule, pg. 4369).</p> <p>The County would need to document the targeted population, and how that population was impacted by the pandemic.</p> <p>1.11 Community Violence Interventions</p> <ul style="list-style-type: none"> • "Evidence-based practices like focused deterrence, street outreach, violence interrupters, and hospital based violence intervention models, complete with wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance" (pg. 4357) • "(D) Preventing and responding to increased violence resulting from the public health emergency, including community violence intervention programs, or responding to increased gun violence resulting from the public health emergency, including payroll and covered benefits associated with community policing strategies; enforcement efforts to reduce gun violence; and investing in technology and equipment" (pg. 4449) <p>2.10 Assistance to Unemployed or Underemployed Workers</p> <ul style="list-style-type: none"> • "The interim final rule included assistance to unemployed workers as an enumerated eligible use, including "services like job training to accelerate rehiring of unemployed workers." Treasury provided further guidance, based on recipient questions after the interim final rule, that eligible uses under this section also include "other efforts to accelerate rehiring and thus reduce unemployment, such as childcare assistance, assistance with transportation to and from a jobsite or interview, and incentives for newly employed workers... Finally, further guidance also provided that "public jobs programs, subsidized employment, combined education and on-the-job training programs, or job training to accelerate rehiring or address negative economic or public health impacts experienced due to a worker's occupation or level of training" are all enumerated eligible uses as assistance to unemployed or underemployed workers." (2022 Final Rule, pg. 4369) • "Treasury is also enumerating that job and workforce training centers are eligible capital expenditures, so long as they adhere to the standards and presumptions detailed in the section Capital Expenditures in General Provisions: Other." (2022 Final Rule, pg. 4369) <p>Final Rule relating to capital expenditures:</p> <ul style="list-style-type: none"> • "Enumerated eligible uses: Responses presumed reasonably proportional. A recipient may use funds to respond to the public health emergency or its negative economic impacts on a beneficiary or class of beneficiaries for one or more of the following purposes unless such use is grossly disproportionate to the harm caused or exacerbated by the public health emergency or its negative economic impacts: (i) Responding to the public health impacts of the public health emergency for purposes including... Responding to the negative economic impacts of the public health emergency for purposes including: (A) Assistance to households and individuals, including... (5) Development,
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repair, and operation of affordable housing and services or programs to increase long-term housing security... (8) Assistance for individuals who want and are available for work, including those who are unemployed, have looked for work sometime in the past 12 months, who are employed part time but who want and are available for full-time work, or who are employed but seeking a position with greater opportunities for economic advancement." (2022 Final Rule, pg. 4449)

F	ARPA SLFRF Eligibility Justification Requirements - Necessary with Item D.11 is marked "No"
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F.1	Designating a Public Health Impact
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F.1	n/a
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F.1a	Guidance: See Final Rule, 87 Fed Reg 4343. There must be a negative public health impact or harm experienced by an individual or a class. For ease of administration, the interim final rule allowed, and the final rule maintains the ability for, recipients to identify a public health impact on a population or group of individuals, referred to as a "class," and to provide assistance to that class.
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F.2	Designating a Negative Economic Impact
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F.2a	Guidance: See Final Rule, 87 Fed Reg 4343. First, there must be a negative economic impact, or an economic harm, experienced by an individual or a class. The recipient should assess whether, and the extent to which, there has been an economic harm, such as loss of earnings or revenue, that resulted from the COVID-19 public health emergency. A recipient should first consider whether an economic harm exists and then whether this harm was caused or made worse by the COVID-19 public health emergency. Second, the response must be designed to address the identified economic harm or impact resulting from or exacerbated by the public health emergency. In selecting responses, the recipient must assess whether, and the extent to which, the use would respond to or address this harm or impact.
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F.3	Description of how proposed program addresses/responds to harm and is reasonable
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F.3a	Guidance: See Final Rule, 87 Fed Reg 4343. The program, service, or other intervention must address or respond to the identified impact or harm. The final rule maintains the interim final rule requirement that eligible uses under this category must be in response to the disease itself or other public health harms that it caused. Responses must be reasonably designed to benefit the individual or class that experienced the public health impact or harm. Uses of funds should be assessed based on their responsiveness to their intended beneficiaries and the ability of the response to address the impact or harm experienced by those beneficiaries. Responses must also be related and reasonably proportional to the extent and type of public health impact or harm experienced. Uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses.
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F.4 Assessment of whether identified industry is eligible

n/a

F.4a Guidance: See Final Rule, 87 Fed Reg 4382. Simplified test. An industry is presumed to be impacted if the industry experienced employment loss of at least 8 percent. Specifically, a recipient should compare the percent change in the number of employees of the recipient's identified industry and the national Leisure & Hospitality sector in the three months before the pandemic's most severe impacts began (a straight three-month average of seasonally-adjusted employment data from December 2019, January 2020, and February 2020) with the latest data as of the final rule release (a straight three-month average of seasonally-adjusted employment data from September 2021, October 2021, and November 2021).

If an industry does not satisfy the test above or data are unavailable, the recipient may still designate the industry as impacted by demonstrating the following: the recipient can show that the totality of relevant major economic indicators demonstrate that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries at the time of the publication of the final rule, and that the impacts were generally due to the COVID-19 public health emergency. Recipients may rely on available economic data, government research publications, research from academic sources, and other quantitative sources for this determination. If quantitative data is unavailable, the recipient can rely on qualitative data to show that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries, and the impacts were generally due to the COVID-19 public health emergency. Recipients may rely on sources like community interviews, surveys, and research from relevant state and local government agencies

G Capital Expenditure Evaluations - Complete if Item 16 is marked as "Between \$1 m and \$10 m" or "Over 10 m"**G.1 1. Description of harm or need to be addressed**

G.1a Guidance: See Final Rule, 87 Fed Reg 4390-4391. Recipients should provide a description of the specific harm or need to be addressed, and why the harm was exacerbated or caused by the public health emergency. When appropriate, recipients may provide quantitative information on the extent and type of the harm, such as the number of individuals or entities affected.

G.2 2. Explanation of why a capital expenditure is appropriate

G.2a Guidance: See Final Rule, 87 Fed Reg 4390-4391. Recipients should provide an independent assessment demonstrating why a capital expenditure is appropriate to address the specified harm or need. This should include an explanation of why existing capital equipment, property, or facilities would be inadequate to addressing the harm or need and why policy changes or additional funding to pertinent programs or services would be insufficient without the corresponding capital expenditures. Recipients are not required to demonstrate that the harm or need would be irremediable but for the additional capital expenditure; rather, they may show that other interventions would be inefficient, costly, or otherwise not reasonably designed to remedy the harm without additional capital expenditure.

3. Comparison of the proposed capital expenditure against alternative capital expenditures

G.3 a. A comparison of the effectiveness of the capital expenditures in addressing the harm identified

G.3a **Guidance:** See Final Rule, 87 Fed Reg 4390-4391. Recipients should generally consider the effectiveness of the capital expenditures in addressing the harm over the useful life of the capital asset and may consider metrics such as the number of impacted or disproportionately impacted individuals or entities served, when such individuals or entities are estimated to be served, the relative time horizons of the project, and consideration of any uncertainties or risks involved with the capital expenditure.

G.4 b. A comparison of the expected total cost of the capital expenditures

G.4a **Guidance:** See Final Rule, 87 Fed Reg 4390-4391. Recipients should consider the expected total cost of the capital expenditure required to construct, purchase, install, or improve the capital assets intended to address the public health or negative economic impact of the public health emergency. Recipients should include pre-development costs in their calculation and may choose to include information on ongoing operational costs, although this information is not required.

H **Equitable Outcomes - Complete if item 18 is populated with "Yes".**

H.1 **Description of equitable outcome goal and how the proposed program expects to achieve this goal**

Currently, people returning from the Department of Corrections receive very little, if any, support. These people are often left homeless and jobless with little-to-no direction. For those re-entering from the County Jail, housing remains one of the primary barriers for full and successful re-entry to the community. This project would ensure one critical step in the further reduction of crime, the reduction of recidivism, and enhancement of equality in Kane for all residents.

successfully within our community. This work involves addressing existing transitional residential programs that are lacking affiliate programs that can be offered by the Sheriff's Office, all the while aiming to create transformational and unique programs that support success and independence for a stable life as individuals emerge from incarceration; and

WHEREAS, to assist the County in determining whether the project is an eligible use of SLFRF under ARPA, the Final Rule, and the related guidance issued by the United States Department of the Treasury, the ARPC consultant, Ernst and Young, has reviewed the Kane County Sheriff's Office's request for SLFRF for the Transitional Housing Program for the purpose of providing immediate and comprehensive services to individuals for re-entry into the community from the Kane County Adult Justice Center and the Illinois Department of Corrections. The program provides a funding for education, job training services, and support services and completed an assessment regarding the project's eligibility (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of Five Hundred Thousand Dollars (\$500,000) to fund the Transitional Housing Program for the Kane County Sheriff's Office, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the Kane County Sheriff's Office use of State and Local Fiscal Recovery Funds in the amount of Five Hundred Thousand Dollars (\$500,000) to be used for Transitional Housing Program in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Kane County Board that the following adjustment be made to the Fiscal Year 2024 budget:

355.800.668218.72000	Building Construction	\$318,995
355.800.668218.60010	Operating Supplies	\$181,005
355.800.668.85000	Allowance for Budget Exp	(\$500,000)

Passed by the Kane County Board on August 13, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois
Vote:

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Use of State and Local Fiscal Recovery Funds to Fund Transitional Housing Program for the Kane County Sheriff's Office

Committee Flow:

American Rescue Plan Committee, Executive Committee, County Board

Contact:

Jarett Sanchez, 630.444.1224

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

Summary:

The Kane County Board authorizes the Kane County Sheriff's Office use of the State and Local Fiscal Recovery Funds in the amount of Two Million One Hundred Seventeen Thousand and Fifty Dollars (2,117,050) to be used for Transitional Housing Program in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State, or Local laws and regulations.

Kane County is severely lacking in transitional housing for those re-entering the community from the County Jail or Illinois Department of Corrections. This project would allow us to refurbish two structures in the City of Aurora for this purpose, along with a vocational training and job placement center. The primary goal would be to house 15-20 re-entering individuals for span of 6 to 9 months as they stabilize, receive support, and ultimately exit on to their own individual residence supported by income from the Kane County Sheriff's local employment network.

Our work in correctional re-entry support in Kane County over the last five years has consistently proven to reduce recidivism and crime while saving our tax payers over \$5 million during that time period.

Currently, people returning from the Department of Corrections receive very little, if any, support. These people are often left homeless and jobless with little-to-no direction. For those re-entering from the County Jail, housing remains one of the primary barriers for full and successful re-entry to the community. This project would ensure one critical step in the further reduction of crime, the reduction of recidivism, and enhancement of equality in Kane for all residents.

Additional Information:

- 1) How much money will be needed post-ARPA for this facility?
 - we will operate the facility with our existing staff and budget. Expecting a total of \$350K with salaries and operating supplies
- 2) What is the total cost of the facility to be refurbished? Will it be paid out of ARPA funding? Does the County own the building already?
 - \$2,000,000 for purchase of the two buildings, then \$500K for refurbishment. We do not own the building, currently.
- 3) What will the ARPA dollars be spent on? Real Estate? Repairs? Furnishings? Operating Supplies? Payroll?
 - Real estate and remodeling
- 4) Is this intended as matching funds for the BJIA grant? Is it a voluntary addition of local funds to the grant?
 - No other grants currently apply
- 5) Are there any limitations on the period a person has been incarcerated before accessing the facility?
 - No limitation
- 6) Does the County have any statistics on the proportion of people exiting the jails that utilize local emergency shelters?
 - Approximately 5%, most are turned away due to the high threshold of intake for most shelters
- 7) Is this house intended to be an emergency shelter, or a formal part of the County's prisoner release plan?
 - Formal part of our re-entry platform, as it is the most needed service and lacking service in Kane

C Proposed Program Risk Considerations and Requirements Summary

There are two sections in this project: a halfway house, and a job training center.

The operation of a halfway house could be an eligible as a community violence prevention measure or employment support for an impacted population if the County can demonstrate that the population of formerly incarcerated individuals were negatively impacted by the pandemic and in need of housing and employment support. The County would need to be able to provide evidence that halfway houses are effective in reducing recidivism in former inmates and thus prevent crime.

The construction of a job and vocational training center is an enumerated eligible use. Treasury stated that "job and workforce training centers are eligible capital expenditures, so long as they adhere to the standards and presumptions detailed in the section Capital Expenditures in General Provisions: Other." (2022 Final Rule, pg. 4369).

The County would need to document the targeted population, and how that population was impacted by the pandemic. The County should consider revenue replacement for the housing portion of the project.

D Program Assessment Details

Complete the below Program Assessment Checklist. For instructions/guidance on using the below checklist please see the User Guide

D.1	Select the appropriate broad SLFRF category applicable to this project	Responding to the public health and negative economic impacts of the pandemic
D.2	Select SLFRF Expenditure Category	EC1
D.3	SLFRF Expenditure Category Description	1: Public Health
D.4	Select SLFRF Expenditure Subcategory	1.11 Community Violence Interventions*^
D.5	Additional SLFRF Expenditure Categories for consideration	2.10 Assistance to Unemployed or Underemployed Workers (e.g. job training, subsidized employment, employment supports or incentives)*^
D.6	Comments regarding additional SLFRF Expenditure Categories	The proposed project could fall under either expenditure subcategory. The center will be leading housing and job training programs.
D.7	Are the beneficiaries Populations Presumed Eligible?	Yes
D.8	Which Populations Presumed Eligible does the proposed program intend to serve?	Disproportionately Impacted

D.9	Is the Populations Presumed Eligible analysis conducted on each applicant or based on geographic area(s)?	Each Applicant
D.10	Is the proposed project related to an industry other than Tourism, Travel, or Hospitality?	Not Applicable
D.11	Is the proposed project an enumerated use?	No
D.12	Does the proposed project include subrecipients/beneficiaries?	Not Applicable
D.13	What is the estimated number of subrecipients/beneficiaries?	N/A
D.14	Will the County be using a partner/subrecipient to administer the program?	No
D.15	Will the proposed program require funding beyond the eligible period of ARPA SLFRF funds?	Yes
D.16	Estimated ongoing costs beyond ARPA SLFRF eligibility period	TBD
D.17	Is the proposed project/expenditure solely related to ARPA SLFRF eligible uses?	Yes
D.18	Percentage of project estimated to be ARPA SLFRF eligible	100%
D.19	Does the proposed project include capital expenditures	Yes
D.20	Is the capital expenditure an enumerated use (Select One)	No - the proposed capital expenditure is not an enumerated use
D.21	Select the appropriate range of expected capital expenditures	Between \$1 million and \$10 million
D.22	Is a Written Justification Required	Yes
D.23	Does the project include required programmatic data	Yes
D.24	Does the application indicate the program is designed to address equitable outcomes?	No

E	<p>ARPA SLFRF Eligible Cost Category Designation - Items 1 through 6</p> <p>There are to sections in this project: a halfway house, and a job training center.</p> <p>The operation of a halfway house could be an eligible as a community violence prevention measure or employment support for an impacted population if the County can demonstrate that the population of formerly incarcerated individuals were negatively impacted by the pandemic and in need of housing and employment support. The County would need to be able to provide evidence that halfway houses are effective in reducing recidivism in former inmates and thus prevent crime.</p> <p>The construction of a job and vocational training center is an enumerated eligible use. Treasury stated that "job and workforce training centers are eligible capital expenditures, so long as they adhere to the standards and presumptions detailed in the section Capital Expenditures in General Provisions: Other." (2022 Final Rule, pg. 4369).</p> <p>The County would need to document the targeted population, and how that population was impacted by the pandemic.</p> <p>1.11 Community Violence Interventions</p> <ul style="list-style-type: none"> • "Evidence-based practices like focused deterrence, street outreach, violence interrupters, and hospital based violence intervention models, complete with wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance" (pg. 4357) • "(D) Preventing and responding to increased violence resulting from the public health emergency, including community violence intervention programs, or responding to increased gun violence resulting from the public health emergency, including payroll and covered benefits associated with community policing strategies; enforcement efforts to reduce gun violence; and investing in technology and equipment" (pg. 4449) <p>2.10 Assistance to Unemployed or Underemployed Workers</p> <ul style="list-style-type: none"> • "The interim final rule included assistance to unemployed workers as an enumerated eligible use, including "services like job training to accelerate rehiring of unemployed workers." Treasury provided further guidance, based on recipient questions after the interim final rule, that eligible uses under this section also include "other efforts to accelerate rehiring and thus reduce unemployment, such as childcare assistance, assistance with transportation to and from a jobsite or interview, and incentives for newly employed workers... Finally, further guidance also provided that "public jobs programs, subsidized employment, combined education and on-the-job training programs, or job training to accelerate rehiring or address negative economic or public health impacts experienced due to a worker's occupation or level of training" are all enumerated eligible uses as assistance to unemployed or underemployed workers." (2022 Final Rule, pg. 4369) • "Treasury is also enumerating that job and workforce training centers are eligible capital expenditures, so long as they adhere to the standards and presumptions detailed in the section Capital Expenditures in General Provisions: Other." (2022 Final Rule, pg. 4369) <p>Final Rule relating to capital expenditures:</p> <ul style="list-style-type: none"> • "Enumerated eligible uses: Responses presumed reasonably proportional. A recipient may use funds to respond to the public health emergency or its negative economic impacts on a beneficiary or class of beneficiaries for one or more of the following purposes unless such use is grossly disproportionate to the harm caused or exacerbated by the public health emergency or its negative economic impacts: (i) Responding to the public health impacts of the public health emergency for purposes including... Responding to the negative economic impacts of the public health emergency for purposes including: (A) Assistance to households and individuals, including... (5) Development,
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repair, and operation of affordable housing and services or programs to increase long-term housing security... (8) Assistance for individuals who want and are available for work, including those who are unemployed, have looked for work sometime in the past 12 months, who are employed part time but who want and are available for full-time work, or who are employed but seeking a position with greater opportunities for economic advancement." (2022 Final Rule, pg. 4449)

F ARPA SLFRF Eligibility Justification Requirements - Necessary with Item D.11 is marked "No"**F.1 Designating a Public Health Impact**

n/a

F.1a Guidance: See Final Rule, 87 Fed Reg 4343. There must be a negative public health impact or harm experienced by an individual or a class. For ease of administration, the interim final rule allowed, and the final rule maintains the ability for, recipients to identify a public health impact on a population or group of individuals, referred to as a "class," and to provide assistance to that class.

F.2 Designating a Negative Economic Impact

F.2a Guidance: See Final Rule, 87 Fed Reg 4343. First, there must be a negative economic impact, or an economic harm, experienced by an individual or a class. The recipient should assess whether, and the extent to which, there has been an economic harm, such as loss of earnings or revenue, that resulted from the COVID-19 public health emergency. A recipient should first consider whether an economic harm exists and then whether this harm was caused or made worse by the COVID-19 public health emergency. Second, the response must be designed to address the identified economic harm or impact resulting from or exacerbated by the public health emergency. In selecting responses, the recipient must assess whether, and the extent to which, the use would respond to or address this harm or impact.

F.3 Description of how proposed program addresses/responds to harm and is reasonable

F.3a Guidance: See Final Rule, 87 Fed Reg 4343. The program, service, or other intervention must address or respond to the identified impact or harm. The final rule maintains the interim final rule requirement that eligible uses under this category must be in response to the disease itself or other public health harms that it caused. Responses must be reasonably designed to benefit the individual or class that experienced the public health impact or harm. Uses of funds should be assessed based on their responsiveness to their intended beneficiaries and the ability of the response to address the impact or harm experienced by those beneficiaries. Responses must also be related and reasonably proportional to the extent and type of public health impact or harm experienced. Uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses.

F.4 Assessment of whether identified industry is eligible

n/a

F.4a Guidance: See Final Rule, 87 Fed Reg 4382. Simplified test. An industry is presumed to be impacted if the industry experienced employment loss of at least 8 percent. Specifically, a recipient should compare the percent change in the number of employees of the recipient's identified industry and the national Leisure & Hospitality sector in the three months before the pandemic's most severe impacts began (a straight three-month average of seasonally-adjusted employment data from December 2019, January 2020, and February 2020) with the latest data as of the final rule release (a straight three-month average of seasonally-adjusted employment data from September 2021, October 2021, and November 2021).

If an industry does not satisfy the test above or data are unavailable, the recipient may still designate the industry as impacted by demonstrating the following: the recipient can show that the totality of relevant major economic indicators demonstrate that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries at the time of the publication of the final rule, and that the impacts were generally due to the COVID-19 public health emergency. Recipients may rely on available economic data, government research publications, research from academic sources, and other quantitative sources for this determination. If quantitative data is unavailable, the recipient can rely on qualitative data to show that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries, and the impacts were generally due to the COVID-19 public health emergency. Recipients may rely on sources like community interviews, surveys, and research from relevant state and local government agencies

G Capital Expenditure Evaluations - Complete if Item 16 is marked as "Between \$1 m and \$10 m" or "Over 10 m"**G.1 1. Description of harm or need to be addressed**

G.1a Guidance: See Final Rule, 87 Fed Reg 4390-4391. Recipients should provide a description of the specific harm or need to be addressed, and why the harm was exacerbated or caused by the public health emergency. When appropriate, recipients may provide quantitative information on the extent and type of the harm, such as the number of individuals or entities affected.

G.2 2. Explanation of why a capital expenditure is appropriate

G.2a Guidance: See Final Rule, 87 Fed Reg 4390-4391. Recipients should provide an independent assessment demonstrating why a capital expenditure is appropriate to address the specified harm or need. This should include an explanation of why existing capital equipment, property, or facilities would be inadequate to addressing the harm or need and why policy changes or additional funding to pertinent programs or services would be insufficient without the corresponding capital expenditures. Recipients are not required to demonstrate that the harm or need would be irremediable but for the additional capital expenditure; rather, they may show that other interventions would be inefficient, costly, or otherwise not reasonably designed to remedy the harm without additional capital expenditure.

3. Comparison of the proposed capital expenditure against alternative capital expenditures

G.3 a. A comparison of the effectiveness of the capital expenditures in addressing the harm identified

G.3a **Guidance:** See Final Rule, 87 Fed Reg 4390-4391. Recipients should generally consider the effectiveness of the capital expenditures in addressing the harm over the useful life of the capital asset and may consider metrics such as the number of impacted or disproportionately impacted individuals or entities served, when such individuals or entities are estimated to be served, the relative time horizons of the project, and consideration of any uncertainties or risks involved with the capital expenditure.

G.4 b. A comparison of the expected total cost of the capital expenditures

G.4a **Guidance:** See Final Rule, 87 Fed Reg 4390-4391. Recipients should consider the expected total cost of the capital expenditure required to construct, purchase, install, or improve the capital assets intended to address the public health or negative economic impact of the public health emergency. Recipients should include pre-development costs in their calculation and may choose to include information on ongoing operational costs, although this information is not required.

H **Equitable Outcomes - Complete if item 18 is populated with "Yes".**

H.1 **Description of equitable outcome goal and how the proposed program expects to achieve this goal**

Currently, people returning from the Department of Corrections receive very little, if any, support. These people are often left homeless and jobless with little-to-no direction. For those re-entering from the County Jail, housing remains one of the primary barriers for full and successful re-entry to the community. This project would ensure one critical step in the further reduction of crime, the reduction of recidivism, and enhancement of equality in Kane for all residents.

COUNTY OF KANE

Kane County
Finance Department
Kathleen Hopkinson
Executive Director



Kane County Government Center
Building A
719 Batavia Avenue
Geneva, Illinois 60134
(630) 208-5132
hopkinsonkathleen@kanecountyil.gov

Emergency Appropriation and/or Budget Transfer Request Form

Department Name	ARPA
Date	7/25/2024
Fund	355
Category (<i>Personnel Services, Contractual Services, Commodities, or Capital</i>)	Capital (including purchasing a building) and Commodities
Increase or Decrease	Increase
Amount	\$500,000

Requested Emergency Appropriation and/or Budget Transfer Description and Rationale (please also attach draft resolution)

On 7/24.24 the ARPC amended the resolution and approved \$500,000 in SLFRF instead of \$2,117,050 for the Kane County Sheriff's Office to fund the Transitional Housing Program for the purpose of providing immediate and comprehensive services to individuals for re-entry into the community from the Kane County Adult Justice Center and the Illinois Department of Corrections. The program provides education, job transition services, and support services in addition to short-term housing.

Submitted by

Signature of Elected Official or Department Executive Director

Guzanne Fahnestock

7/12/24

Category	Account	Approved Budget	Debit	Credit
Personnel Services				
Contractual Services				
Commodities	355.800.668218.60010	\$181,005	\$181,005	
Capital	355.800.668218.72000	\$318,995	\$318,995	
Contingency	355.800.668.85000	\$500,000		\$500,000

Reviewed by

Emergency Appropriation has been reviewed by Finance Department

Executive Director *Kathleen Hopkinson* Date 7-31-2024

WHEREAS, the mental health impact of the pandemic has been well documented. The National Institutes of Health point to a 2021 study which showed almost half of all Americans reported recent symptoms of anxiety or depressive disorder with 10% reporting that their mental health needs were not being met. Rates of anxiety, depression, substance use, overdose, suicidal ideation, community violence and suicide all increased during the pandemic. The growing burden from behavioral health conditions is causing significant strain on American lives and communities. Even before COVID-19, approximately one in four Americans had a mental illness or substance use disorder. Then the traumatic nature of COVID-19 and prolonged social isolation, the ensuing economic constriction, and social and political issues continue to increase the prevalence of behavioral health conditions. Providing community members with access to a private and customizable software platform, helps to expand behavioral health services in a new way by focusing on other routes to wellbeing that can complement and sit alongside clinical support. Applying the public health model - focusing on health promotion and resilience, prevention, early intervention, and reducing stigma across communities - can help alleviate the steady growth of preventable or modifiable events; and

WHEREAS, the ARPC recommends that the Kane County Board approves and directs the Kane County Chairman to execute an agreement with Credible Mind, Inc.. Credible Mind, Inc. was selected through a bidding process under RFP 24-035-TS (Exhibit A) to provide software solutions /Behavioral Health 360 Program for the Addressing Behavioral Health Needs of Kane County Residents project for the Kane County Health Department. The total amount of the software solution in the agreement is \$142,500 (One Hundred Forty-Two Thousand, Five Hundred) and will be paid by the SLFRF funds authorized for use by Resolution 23-497 (Exhibit C)

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board approves and directs the Kane County Board Chairman to execute an agreement with Credible Mind, Inc.

Passed by the Kane County Board on August 13, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing an agreement between Kane County and Credible Mind, Inc. Behavioral Health 360 Program for the Kane County Health Department ARPA Behavioral Health System Improvement Initiative

Committee Flow:

American Rescue Plan Committee, Executive Committee, County Board

Contact:

Jarett Sanchez, 630.444.1224

Budget Information:

Was this item budgeted? n/a	Appropriation Amount: \$142,500.00
If not budgeted, explain funding source: SLFRF	

Summary:

The American Rescue Plan Committee recommends that the Kane County Board approves and directs the Kane County Chairman to execute an agreement with Credible Mind, Inc.. Credible Mind, Inc. was selected through a bidding process under RFP 24-035-TS (Exhibit A) to provide software solutions /Behavioral Health 360 Program for the Addressing Behavioral Health Needs of Kane County Residents project for the Kane County Health Department. The total amount of the software solution in the agreement is \$142,500 (One Hundred Forty-Two Thousand, Five Hundred) and will be paid by the SLFRF funds authorized for use by Resolution 23-497.

Exhibit A

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

719 S. Batavia Avenue, Bldg. A
Geneva, Illinois 60134

Telephone: (630) 232-5929
Fax: (630) 208-5107



June 26, 2024

PROCUREMENT SYNOPSIS

Requesting Department: Kane County Health Department
Procurement Name: RFP 24-035-TS Software Solution for Behavioral Health Conditions
Recommended Vendor: **Credible Mind, Inc.**

NOTIFICATION AND RESPONSE

Public Notices: Kane County Web Site and The Daily Herald

Advertising Date:	May 2, 2024	Notices sent/Plan Holders: 132/5
Proposal Due Date:	June 11, 2024	Proposals Received: 5

PURPOSE

This contract will provide a software solution that not only provides information and resources, but that also empowers individuals to take an active role in their own health by minimizing factors that worsen behavioral health and promoting behaviors that strengthen mental wellness.

Staff reviewed the submitted proposals received. They also reviewed the qualifications and references. They determined that Credible Mind, Inc. meets or exceeds the recommended requirements to provide this platform. They have a clear understanding of the contract requirements.

Based on a thorough evaluation process by the Kane County staff members and the Request for Proposal (RFP) documents and specifications, it is recommended, that the award of this contract should be made to **Credible Mind, Inc. of Sausalito, Ca**

Staff recommends approval of this contract pending approval by the Committees and County Board.

Submitted By:

Tony Sperkowski
Tony Sperkowski
Buyer II

**County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER**

Exhibit A

Karin Kietzman, CPPB
Director of Purchasing

719 S. Batavia Avenue, Bldg. A.
Geneva, Illinois 60134
Telephone: (630) 208-3803
Fax: (630) 208-5107



DATE: May 2, 2024

RFP #24-035-TS – Software Solution for Behavioral Health

The County of Kane is soliciting proposals to execute a contract with a qualified and experienced vendor to provide interactive behavior change technology that is locally customizable, AI-driven, and confidential.

EVENT:	LOCATION:	DATE:	TIME:
Deadline for Exceptions to Proposal Language and Specification Inquiries.	Must be submitted in writing to: Purchasing@co.kane.il.us	05/09/24	4:00 p.m.
Proposal Due	Proposals may be submitted electronically to https://www.bidnetdirect.com/illinois/kanecounty	05/21/24	2:30 p.m.

√	SUBMITTAL CHECKLIST
	PROPOSAL RESPONSE FORM COMPLETED, WITH AUTHORIZED SIGNATURE
	ELECTRONIC (PDF) COPY (MUST BE SUBMITTED ELECTRONICALLY AT http://www.bidnetdirect.com/illinois/kanecounty
	ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE
	PROPOSAL PRICING (INCLUDING UNIT PRICES, WHERE REQUIRED)
	REFERENCES
	COMPLETED CONTRACTOR DISCLOSURE FORM (UPON AWARD)
	COMPLETED FAMILIAL DISCLOSURE FORM (SIGNED AND NOTARIZED) AND VENDOR CERTIFICATION COMPLETED (UPON AWARD)
	CERTIFICATE OF INSURANCE SAMPLE

PLEASE NOTE: Proposals received after the submittal time will be rejected. There will be no public opening of proposals.

CONTACT PERSON: Tony Sperkowski, Buyer II
purchasing@kanecountyil.gov

DISCLAIMER: TO THE EXTENT THAT YOU HAVE OBTAINED THESE DOCUMENTS FROM A SOURCE OTHER THAN BID NET DIRECT, PLEASE BE ADVISED THAT THESE DOCUMENTS MAY NOT INCLUDE ALL UPDATES, INCLUDING, BUT NOT LIMITED TO, ADDENDUMS, CLARIFICATIONS, AND DUE DATE EXTENSIONS. FOR ALL UPDATES TO DOCUMENTS, PLEASE VISIT [HTTPS://WWW.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY](https://www.bidnetdirect.com/illinois/kanecounty)

**INSTRUCTIONS TO OFFERORS
COUNTY OF KANE
COMPETITIVE SELECTION PROCEDURE - PROPOSAL
TERMS AND CONDITIONS**

A. REQUEST FOR PROPOSALS

A.01 Definition:

Request for Proposals (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Award will be based on the criteria set forth herein.

A.02 Proposal Opening:

Sealed proposals will be received at the Kane County Purchasing Department until the date and time specified, at which time the names of offerors will be read aloud and recorded on an abstract. Contents of the sealed proposals will be opened and evaluated in private with proposal information kept confidential until an award is made. Late proposals shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which proposals are to be delivered; therefore, it cannot be held responsible for any delay, regardless of the reason, in delivery of the proposals.

A.03 Proposal Preparation:

Proposals must be submitted in the format listed in submittal instructions and all information and certifications called for must be furnished. Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Proposals may be modified or withdrawn prior to the time specified for the opening of proposals. Proposals shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the proposal. The proposal shall include the legal name of the Vendor, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the Vendor to a contract. Name of person signing should be typed or printed below the signature.

A.04 Proposal Envelopes:

Envelopes containing proposals must be sealed and addressed to the County of Kane, Purchasing Department. The name and address of the Vendor and Invitation Number must be shown in the upper left corner of the envelope.

A.05 Addenda:

A.05.1 Addenda are written instruments issued by the County prior to the date for receipt of proposals which modify or interpret the RFP by addition, deletion, clarifications, or corrections.

- A.05.2 Prior to the receipt of proposals, addenda will be mailed or delivered to all who are known to have received a complete Request for Proposals.
- A.05.3 After receipt of proposals, addenda shall be distributed only to offerors who submitted proposals, and those offerors shall be permitted to submit new proposals or to amend those submitted.
- A.05.4 Each offeror shall ascertain prior to submitting a proposal that all addenda issued have been received and acknowledge on the proposal response form, by submission of a proposal, such act shall be taken to mean that such offeror has received all addenda, and that the offeror is familiar with the terms thereof and understands fully the contents of the addenda.
- A.06 Evaluation of Proposals:
The proposals submitted by offerors shall be evaluated solely in accordance with the criteria set forth in the RFP. The Proposals shall be categorized as:
- A.06.1 Acceptable;
- A.06.2 Potentially Acceptable; that is, reasonably susceptible of being made acceptable; or
- A.06.3 Unacceptable.
- A.07 Discussion of Proposals:
- A.07.1 The Evaluation Panel may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity of discussion and revision of proposals. During the course of such discussions, the Evaluation Panel shall not disclose any information derived from one proposal to any other offeror.
- A.07.2 During the initial discussion, the offeror shall be prepared to give an oral presentation covering the following topics:
- (a) The specific services to be provided;
 - (b) Qualifications of the offeror, experience of personnel, etc;
 - (c) The working relationship to be established between the County and the offeror, including, but not limited to, what each party should expect from the other.
 - (d) A review of the costs associated with this project.
- A.08 Negotiations:
The County of Kane reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The County may require the entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental information, and other submissions provided by the offeror during

discussions or negotiations will be held by the County of Kane as contractually binding on the successful offeror.

A.09 Notice of Unacceptable Proposal:

When the Evaluation Panel determines an offeror's proposal to be unacceptable, such offeror shall not be afforded an additional opportunity to supplement its proposal. The decision of the Evaluation Panel shall be final.

A.10 Confidentiality:

The County's Director of Purchasing shall examine the proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the contract, all responses, documents, and materials submitted by the offeror pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Director of Purchasing. All data, documentation and innovations developed as a result of these contractual services shall become the property of the County of Kane. Based upon the public nature of these RFP's, an offeror must inform the County, in writing, of the exact materials in the offer which cannot be made a part of the public record in accordance with the Illinois Freedom of Information Act.

A.10.1 Confidential information submitted by the Vendor shall be labeled and shall be maintained in confidence to the extent permitted by the Illinois Open Meetings Act, and the Illinois Freedom of Information Act.

A.11 Proprietary Information:

Under the Illinois Freedom of Information Act, all records in the possession of Kane County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exception is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The County will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

A.12 Interpretation or Correction of Documents:

Vendors shall promptly notify the County of any ambiguity, inconsistency or error they may discover upon examination of the specification documents. Interpretations, corrections and changes will be made by addendum.

- A.13 Variances:
State or list by reference any variations to specifications, terms and conditions.

B. TERMS AND CONDITIONS

- B.01 Authority:
This Request for Proposals is issued pursuant to applicable provisions of the Kane County Purchasing Department.

- B.02 Errors in Proposals:
Offerors are cautioned to verify their proposals prior to submission. Negligence on the part of the offeror in preparing the proposal confers no right for withdrawal or modification of the proposal.

- B.03 Reserved Rights:
The County of Kane reserves the right at any time and for any reason to cancel this Request for Proposals, or to accept an alternate Proposal. The County reserves the right to award one or more contracts for their services specified herein. The County reserves the right to waive any immaterial defect in any proposal. Unless otherwise specified by the offeror, the County has one hundred twenty (120) days to accept. The county may seek clarification from any offeror at any time and failure to respond promptly is cause for rejection.

Kane County reserves the right to compare pricing submitted to any and all known national joint purchasing cooperatives in order to obtain the lowest pricing available in the current market place for this contract award. The list of joint purchasing cooperatives is not all inclusive and may include other joint purchasing cooperatives Kane County is not currently aware of at the present time. Kane County reserves the right to award a contract to the lowest responsive, responsible vendor for said product or service after reviewing all joint purchasing cooperative pricing available for Kane County to participate in their program.

State of Illinois Central Management Services (CMS)
Omnia Partners (formerly US Communities & National IPA)
Sourcewell

- B.04 Incurred Costs:
The County of Kane will not be liable in any way for any costs incurred by respondents in replying to this RFP.

- B.05 Award:
Proposals will be evaluated and negotiated by the Evaluation Panel. The Evaluation Panel shall have the authority and discretion to determine the qualifications, responsibility and capabilities of offerors, the reasonableness of price, and other factors (where applicable): (a) adherence to all conditions and requirements of the proposal specifications; (b) price; (c) qualifications of the

Vendor, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

B.05.1 Confidential information submitted shall be maintained in confidence to the extent permitted by the Illinois Open Meetings Act, and the Illinois Freedom of Information Act. The Evaluation Panel's final recommendation and reports shall be forwarded to the appropriate committees of the Kane County Board for consideration and award of the contract.

B.06 Criteria for Selection:

All proposals will be evaluated based on the criteria as stated on the specification.

B.07 Pricing:

The price for the contract is to be held firm for the term of the contract.

B.08 Taxes:

The County of Kane is exempted from paying Illinois Retailers Occupation Tax and Federal Excise Tax.

B.09 Warranty:

Vendor expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the County, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Vendor agrees that these warranties shall run to Kane County, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

B.10 Indemnity:

Vendor agrees to save, hold harmless, defend and indemnify the County of Kane and its Officers, Agents and Employees from any and all liability or loss incurred by the County of Kane resulting from Vendor's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Vendor's performance of this contract and Vendor's violation of any of the terms and conditions of this agreement, and from the Vendor's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Vendor's performance thereunder.

Vendor shall provide to the County of Kane proof of adequate insurance coverage to satisfy the indemnification provisions herein.

B.11 Equal Employment Opportunity:

The equal employment opportunity clause required by the Illinois Human Rights Act is hereby incorporated by reference in all contract made by the County of and in all bid specifications therefore furnished by the County to all Vendors, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, pregnancy, or any other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment. We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, military status, sexual orientation, pregnancy or unfavorable discharge from military service. (Ordinance No. Res. No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; Res. No. 05-303, 9-23-05). State law references—Illinois Human Rights Act, 775ILCS 5/1-101 et seq.

B.12 Default:

If delivery of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by the Contractor.

B.13 Payments:

B13.1 The payment terms for this contract will be made on a monthly basis by the County of Kane.

B13.2 The County of Kane requests all payments being made to vendors be done as direct deposits through an Automated Clearing House (ACH). All vendors being awarded a contract shall complete an authorization agreement form prior to award. The ACH form and information on this program can be located on the County's Web site under Vendor Information on the Finance Department page.

B.14 Eligibility:

By signing the proposal response form, the Vendor hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

Prohibition to Award Contracts to Parties Debarred or Suspended:

No contract may be awarded to parties listed on the federal governments Excluded Parties List System in the System for Award Management (SAM), on the State of Illinois' list of sanctioned persons maintained by the Agency's Office of Inspector General, or on the County's own list of parties suspended or debarred from doing business with the County.

Debarment:

Debarment is the process of determining that a contractor is ineligible to received contract awards based upon a preponderance of evidence, usually a conviction. Debarment is usually three (3) years in length. The name of the debarred contractor may be published as ineligible on the System for Award Management (SAM), which is a website administered by the U. S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

Suspension:

Suspension is the process of determining that a contractor is ineligible to receive contract awards based upon adequate evidence, usually an indictment. Suspension is a temporary measure having a 12-month limit. It is usually used pending completion of an investigation or legal proceedings. The name of the suspended contractor will be published as ineligible on the System for Award Management (SAM), which is a website administered by the U. S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

B. 15 Communication during the Procurement Process:

In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact through the solicitation process. Therefore, from the issue date of any solicitation until the due date of the solicitation, all requests for clarification or additional information regarding the solicitation, or contact with County personnel concerning this solicitation or the evaluation process must only be through the Purchasing Department staff. Inquires will be collected by the Purchasing Department staff who will then submit the inquiries to the Department Head responsible for the procurement. Responses by the Department Head to the inquires will be submitted to the Purchasing Department staff who will then distribute the responses to all vendors responding to the solicitation. In this way it will be assured that all vendors participating in the process will be receiving the same information. No contact regarding this solicitation with other County employees, agents of the County or elected officials is permitted unless expressly authorized by the Purchasing Director. A violation of this provision is cause for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

B. 16 CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

B.16.1 The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.

B.16.2 Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Or - Combined Single Limit	\$1,000,000

B16.2.1 Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.

B16.3 Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:

Each Person for Bodily Injury	\$1,000,000
Each Occurrence for Bodily Injury	\$1,000,000
Each Occurrence for Property Damage	\$1,000,000
Or - Combined Single Limit	\$1,000,000

B16.4 Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

B16.5	Umbrella Liability: Aggregate Limits	\$5,000,000
B16.6	Professional Liability policy to cover all claims arising out of the Consultant's operations or premises, Sub-consultant's operation or premises, anyone directly employed by the Consultant or Sub-consultant, and the Consultant's obligation of indemnification under this Contract. Limits:	
	Aggregate	\$1,000,000

Vendor to furnish a copy of the Endorsement showing Kane County, as an additional insured on the General Liability, Auto, and Umbrella/Excess policies.

The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

C. CONTRACTOR DISCLOSURE

- C.01 Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit.

Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.

- C.02 All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:

- C.02.1 Name, address, and percentage of ownership interest of each individual or entity having a legal or beneficial interest of more than

five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;

C.02.2 Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.

C.02.3 Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised.

Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph C.02.1 above.

C.02.4 A statement under oath that the applicant has withheld no disclosures as to economic neither interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.

C.03 All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.

C.04 Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.

C.05 Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, County Board approval or other County action in behalf of the applicant failing to comply voidable at the option of the County

Board or other County agency involved upon the recommendation of the County Board Chairman or the majority of the County Board.

D. LAW GOVERNING:

D.01 This contract shall be governed by and construed according to the laws of the State of Illinois.

E. Illinois Non-Appropriation Clause:

A forfeit clause is provided pursuant to the Illinois Non-Appropriation Clause of funds for government entities that if funds or budgets are not approved, service may be cancelled. No early cancellation penalties will be assessed, but the customer must be given 30-day notice of intent to cancel.

F. Termination for Cause:

This Contract may be terminated by the County at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Contract is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Contract shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this Contract is terminated due to the County's substantial failure to perform, the Contractor shall be paid for labor and expenses incurred to date, subject to setoff for any damages, losses or claims against the County resulting from or relating to Contractor's performance or failure to perform under this agreement.

In the event of termination by the County upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Contractor for services rendered through such phase shall constitute total payment for services. In the event of such termination by the County during any phase of the Basic Services, the Contractor will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase.

In the event of any such termination, the Contractor also will be reimbursed for the charges of independent professional associates and contractors employed by the Contractor to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute.

Reimbursable expenses mean the actual expenses incurred by the Contractor or the Contractor's independent professional associates or contractors, directly or indirectly in connection with the Project.

G. Litigation

Vendors are required to disclose if they have been a party to any lawsuits or arbitration proceedings involving their services within the last five years. Provide status or outcome of any such proceedings disclosed.

H. Holidays

Kane County is closed for business on the following holidays: New Year's Day; Martin Luther King, Jr. Day; Lincoln's Birthday, Washington's Birthday, Spring Holiday, Memorial Day, Juneteenth, Independence Day; Labor Day, Columbus Day; Veteran's Day, Thanksgiving Day, Day following Thanksgiving Day, Christmas Day.

STATEMENT OF WORK

For

Software Solution for Behavioral Health

GENERAL OVERVIEW

KCHD is soliciting proposals to execute a contract with a qualified and experienced vendor to provide interactive, web-based behavioral health technology that is locally customizable, AI-driven, and confidential. This platform will offer behavioral health education and the capacity to identify and address a comprehensive menu of mental health issues/topics and link concerns with evidence-based interventions both locally and universally. The platform must have the capability to engage diverse and vulnerable populations, including full Spanish translation. The service should include aggregated data collection and analytics. The service should provide end-user engagement, platform management, customer, and implementation support.

PROJECT DESCRIPTION

Data shows that behavioral health needs across all demographics have drastically increased, along with health disparities, following the COVID-19 pandemic. In response to the rising crisis, The County of Kane is implementing a 3-year long project to improve the behavioral health system in Kane County. The primary goal is to strengthen the system through a variety of cross-sector efforts. Efforts include, but are not limited to expanding the current behavioral health interventions and workforce, filling the gaps in care, investing in prevention, and increasing access to care. A vital part of expanding equitable access to care is employing technological solutions to improve self-efficacy among community members via widely available platforms through which individuals and families can easily find research-based information and solutions to help them find professional care and care for themselves through a variety of positive health behaviors.

PROJECT BACKGROUND

The Kane County Health Department is a division of Kane County (population 530,000). Mental/behavioral health was identified as a priority for Kane County residents in 2019, based off of the Community Health Assessment and other reputable data sources. Since that time, behavioral health issues for county residents have continued to decline during and after the COVID-19 pandemic. This dramatic increase in behavioral health concerns has overwhelmed our system of care, creating an increased need for behavioral health services. Addressing the current mental health crisis requires a multifaceted approach that encompasses improved access to care, de-stigmatization, prevention efforts, increased mental health education, and the prioritization of mental health as a fundamental aspect of public health. Research shows that the aforementioned interventions, combined with increased self-efficacy for individuals and communities will achieve the best outcomes. As a result, KCHD is seeking a widely accessible platform that not only provides information and resources, but that also

empowers individuals to take an active role in their own health by minimizing factors that worsen behavioral health and promoting behaviors that strengthen mental wellness.

Characteristics of the Software Solution

The software solution shall have the following characteristics:

- A. Custom URL and branding to integrate with the KCHD's look and feel
- B. A customizable and editable homepage to share select local resources and information
- C. Integration of the KCHD's own resources and partner organizations to link users to other programs, services, assets and programs that are available to them
- D. User-friendly content that includes clinical expert-created education, approaches and rated resources.
- E. Evidence-based approaches built on proprietary evidence-basis schema based on multiple validated study evaluation tools and rating on a wide range of study types.
- F. Resource Catalog of vetted interventions and resources. Universal and targeted resource types include guided activities, peer support, apps, books, online programs, etc. to meet the unique learning style of each user. New findings are continuously integrated into existing program offerings.
- G. Assessments using validated scales that offer an interactive way for users to understand their own risks and mental health strengths and challenges and find recommended resources and approaches based on their results.
- H. Backend data licenses to give a real-time view of the status of Kane County residents and employees through aggregated assessment scoring and user behavior.
- I. Optional screener and triage platform to help identify early signs of mental health changes and level of risk or symptom stratification and triage to a preferred network of care or triage network.
- J. Ability to fully be translated into Spanish.
- K. Customized marketing and engagement support through newsletters, social media tools, widgets, etc. to maximize platform utilization

RFP OFFER FORMAT

- Cover letter
- Table of contents
- Proposal Response Form (signed)
- Statement of Work
- References
- Price Model (Proposal with contract cost)
- Concluding remarks

Cover Letter

This section should contain company information. The name of the contractor, the address of the proposing office(s), and the contact individuals authorized to answer technical questions together with their telephone numbers, email, and mailing addresses. The cover letter must also be signed by a person or persons authorized to bind the vendor.

Table of Contents

The contents shall include an index of the Statement of Work contents and attachments.

Statement of Work

This section shall address but not be limited to the following:

- Proposed Technical Offer – this should completely define all work and services related to the software solution (i.e. turnkey proposal).
- Project Management – this should define the project management methodology for this project.

References

Indicate the firm's background in providing these similar services and projects preferably municipalities, or governmental agencies. Provide a list of client references. Include the client's name, contact persons, and phone numbers.

Pricing

All proposals shall be fixed fee and include complete itemized details of costs, and charges, to the County. The vendor shall attach the best pricing models or options proposed which are most beneficial and cost-effective to the County. Include separate items and descriptions for any electrical, equipment, or other services needed to complete the project not included in the Specifications Items.

Concluding Remarks

This section shall contain any final remarks or elaboration that the Vendor believes is important to gain a clear understanding of the proposed services and/or the Offeror's capabilities imperative to the County.

CRITERIA FOR EVALUATION AND SELECTION OF QUALIFIED PROFESSIONALS

Proposals will be considered from qualified and experienced companies that are established, financially responsible, and in the business of providing software and software services as described in this document. Firms must be proximate to Kane County and able to demonstrate and provide evidence of reliability, capability, experience, and capacity to successfully perform these services. All proposals submitted in response to the RFP will be evaluated based on the following criteria:

Evaluation Criteria		Value
Software Platform	The capability of the software to deliver a fully comprehensive mental health strategy through an AI-driven platform. Must be evidence-based and confidential.	30%
Professional Services	The ability of the team to configure the software platform to meet the needs and expectations of KCHD. Must have the capability to incorporate local resources and organizational branding and translate all content into Spanish. Must include end-user engagement support.	30%
Data Conversion	The ability of the software and professional services team to provide user analytics around assessment results and behavioral data.	30%
Ongoing Costs	Overall proposal cost, fee schedule, and resources available to successfully provide and effectively perform the services specified.	10%

CONTRACT

Contract Terms: Term; Termination. This Agreement is effective upon signing and will continue for three (3) years with automatic annual renewals thereafter unless Client gives sixty (60) days' prior written notice to the other party of non-renewal. Client may terminate this Agreement upon thirty (30) days' prior written notice of the other's material breach and failure to substantially cure the breach within thirty (30) days of receipt of the notice of breach. Client may terminate this Agreement for convenience upon six (6) months' prior written notice to the other party. Upon expiration or termination of this Agreement, all Licenses granted by to Client hereunder shall terminate. Client shall promptly cease use of and delete or return any electronic

information associated with the Platform and associated intellectual property. If Client terminates this Agreement for convenience or the Agreement is terminated due to Client's breach as provided above, it shall refund to the County the unearned prorated portion of the Annual License Fee (as defined in Exhibit A) paid for the then-current annual licensing period. If Client terminates this Agreement for convenience or the Agreement is terminated due to Client's breach as provided above, Client will pay to Kane County any unpaid portion of the implementation fee (as defined in Exhibit A) and any unpaid portion of the Annual License Fee due for the then-current annual licensing period.

SUBMITTAL INSTRUCTIONS

An original RFP response (with all required documents) must be submitted electronically to <https://www.bidnetdirect.com/illinois/kanecounty> and marked, "**RFP 24-035-TS: Software Solution for Behavioral Health**" and must be received on or before 2:30 p.m. CST on May 21, 2024.

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY

LATE PROPOSALS WILL NOT BE ACCEPTED

**PROPOSAL RESPONSE
FORM
RFP 24-035-TS
Software Solution for Behavioral Health**

RFP Due Date & Time: May 21, 2024 at 2:30 p.m. CST

Proposals may be submitted electronically to
<https://www.bidnetdirect.com/illinois/kanecounty>

The proposer shall return RFP with all documents, as well as literature, samples, etc. as required within the specifications.

The undersigned proposer, having examined the specifications and any other related documents, hereby agrees to provide the UPS System with Installation per specification and to perform other work stipulated in, required by and in accordance with the proposal documents attached for and in consideration of the proposed prices.

RECEIPT OF ADDENDA: The undersigned hereby acknowledges receipt of following addendum(s): _____; _____; _____.

By signing this proposal, the proposer hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this RFP will be based upon the funding available to Kane County. The terms of the RFP and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the RFP and the response, the terms of the RFP and the response shall govern. Every element or item of the RFP and the response shall be deemed a material and severable item or element of the contract. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE RFP.**

Signature_____

Typed Signature_____

Company_____

Address_____

Phone #_____ **Fax #**_____ **E-mail** _____

Federal I.D./Social Security # _____ **Date**_____

ACCEPTANCE

The Offer is hereby accepted for **Software Solution for Behavioral Health**.

The Contractor is bound to provide the materials and services listed in the attached agreement and based upon the Request for Proposal, including all terms, conditions, specifications and amendments, the Contractor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number **24-035-TS**. The Contractor has been cautioned not to commence any billable work or to provide any materials or services until this Contractor receives a purchase order and or notice to proceed.

Corinne Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Date

VENDOR CERTIFICATION

This information is collected for reporting purposes only and will not have any influence on vendor selection. It is required by the State of Illinois. Please check any of the following boxes that apply to the ownership of your firm.

- | | |
|---|--|
| <input type="checkbox"/> Minority-owned Business (MBE) | <input type="checkbox"/> Veteran-owned Business Enterprise (VBE) |
| <input type="checkbox"/> Woman-owned Business (WBE) | <input type="checkbox"/> Service-Disabled Veteran-owned Business Enterprise (SDVBE) |
| <input type="checkbox"/> Business Enterprise Program (BEP) | <input type="checkbox"/> Veteran-owned Small Business (VOSB) |
| <input type="checkbox"/> Small Disadvantaged Business (SDB) | <input type="checkbox"/> Persons with Disabilities-owned Business Enterprises (PDBE) |
| <input type="checkbox"/> Kane County Local Business | <input type="checkbox"/> N/A – These categories do not apply to my business |

Please Note: It is required that you check at least one box.

REFERENCES
Software Solution for Behavioral Health
For
KANE COUNTY BOARD, Geneva, Illinois

List below businesses or other organizations for whom you have provided comparable services:

Offeror's Name: _____

1. Organization: _____
 Address: _____
 City, State, Zip Code: _____
 Telephone Number: _____
 Contact Person: _____
 Date of Project: _____
 E-Mail Address: _____
2. Organization: _____
 Address: _____
 City, State, Zip Code: _____
 Telephone Number: _____
 Contact Person: _____
 Date of Project: _____
 E-Mail Address: _____
3. Organization: _____
 Address: _____
 City, State, Zip Code: _____
 Telephone Number: _____
 Contact Person: _____
 Date of Project: _____
 E-Mail Address: _____
4. Organization: _____
 Address: _____
 City, State, Zip Code: _____
 Telephone Number: _____
 Contact Person: _____
 Date of Project: _____
 E-Mail Address: _____



CONTRACTOR DISCLOSURE

As of (Today's Date), ABC Company, to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12 month period.

Below is a list of shareholders or owners, with at least 5% holdings in ABC Company:

Mr. John Smith	50%
456 Second Street	
Geneva, IL 60134	

Ms. Sue Jones	50%
456 Second Street	
Geneva, IL 60134	

Officer
Title

Date

Subscribed and Sworn this _____ day of _____, 2024

Notary Public



FAMILIAL RELATIONSHIP DISCLOSURE

As of (Today's Date), ABC Company, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12-month period. "Familial Relationship" is defined in Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than \$30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

Officer
Title

Date

Subscribed and Sworn this _____ day of _____, 2024

Notary Public

NO-BID/RFP/RFQ RESPONSE

24-035-TS

Software Solution for Behavioral Health

In the event that your organization chooses not to submit a response to this solicitation the Kane County Purchasing Department is interested in the reasons why vendors/consultants have chosen not to submit a bid or proposal response in order to better serve the taxpayers of Kane County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- ☐ Could not meet the specifications.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ Scope of services not clearly understood or applicable (too vague, too rigid, etc.).
- ☐ Project not suited to our organization.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid/proposal response.
- ☐ Could not meet Responsible Bidder requirements
- ☐ Other (please specify):

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Please send your response to: purchasing@co.kane.il.us



Proposal

May 2, 2024

For Kane County

Reference Number: 0000350779

Solicitation Number: 24-035-TS

Title: 24-035-TS Software Solution For Behavioral Health

www.crediblemind.com | scott@crediblemind.com | (404) 721-5964

Subject: Proposal for RFP 24-035-TS: Software Solution for Behavioral Health

Dear Procurement Officer,

We are thrilled to submit our proposal in response to RFP 24-035-TS for the development and implementation of a Software Solution for Behavioral Health. With our extensive experience and expertise in software development tailored specifically for behavioral health, we are confident in our ability to meet and exceed your organization's requirements and expectations.

CredibleMind is a leading provider of innovative software solutions for health departments and other types of organizations worldwide. With six years of experience in the industry, we have established ourselves as pioneers in developing cutting-edge technology solutions that are locally customized, AI-driven, and confidential.

Business need or problem

With a health care system already overburdened and seemingly unable to deal with the rise in mental health issues, it has become clear that we can't treat our way out of this burgeoning health crisis. We need to think about mental health in a new way by focusing on other routes to wellbeing that can complement and sit alongside clinical support. Applying the public health model - focusing on health promotion and resilience, prevention, early intervention, and reducing stigma across communities – can help alleviate the steady growth of preventable or modifiable events related to mental health.

The promise of a prevention and early intervention approach is grounded in decades of research showing that many factors influencing mental health can be modified, often preventing mental health challenges from emerging at all. Research also establishes that early intervention and support lessen suffering, reduce suicide, and improve quality of life. Prevention and early intervention approaches provide long-lasting benefits that are felt throughout communities and across generations. The approaches also pay for themselves. The National Academies of Sciences, Engineering, and Medicine in 2009 calculated that for every dollar invested in prevention and early intervention, society saves \$2 to \$10 in health care costs, criminal justice expenses, and the avoidance of lost productivity. Savings also result from a reduced need for emergency services or long-term care.

Given the destabilizing aspects, people are turning beyond the health care system. Today, 75% of people who attempt to work on mental health issues do so on their own. Integrating self-care into daily life is a fundamental pillar of mental health and is critical to improved mental health outcomes. Studies in diabetes, arthritis, and COPD show that engaging and activating consumers in prevention and self-management is an important step in building resilience, preventing health deterioration, reducing disease-related effects, and changing their use of health services. More than 98% of respondents recognize self-care as important to improving and maintaining mental health.

Unique features, qualifications, abilities, expertise of CredibleMind

Through technological innovation and professional services, CredibleMind proposes to provide to Kane County a more strategic and comprehensive people-focused strategy that helps improve well-being and behavioral health through:

1. Interactive behavior change technology as a critical touch point deployed across the population of Kane County residents to improve their engagement in their own health, education and health literacy, self-efficacy, and awareness of mental health risks and challenges and specific conditions to focus on; to increase routine risk assessment; and to implement strategies targeted at promoting mental health and well-being, risk reduction, earlier identification of high risk, and self-management. The comprehensive web and mobile-enabled platform covers a complete range of the complex and multidimensional influences on behavioral health and wellbeing – covering more than 200 topics (substance misuse and mental health conditions, risk factors, protective factors, treatments, etc.). The platform provides a user-friendly and intuitive user experience.
2. A dynamic system that is continuously updated based on the latest evidence-based information to provide users with accurate information and actionable strategies, interventions and tactics.
3. Local deployment and configuration of the platform with unique URLs and co-branding to meet the needs, strategies and context of your community, fostering greater engagement, collaboration, and ownership among community members.
4. Integration of local/organizational services, resources, programs and assets to increase awareness of local available supportive services, offering a bridge to care.
5. Risk stratification and triage assessment – 20 assessments based on clinically validated scales assess more than 50 dimensions of a person, guiding users to activities and interventions based on risk stratification. Assessments can be routinely performed to measure mental health strengths and weaknesses, and improvements through selected intervention strategies.
6. Aggregated population health data and analytics to gain insights on the population, benchmarked against like size communities. Aggregated data includes the 20 assessment results and behaviors of users in the platform including topic and resource selections. Data is real-time or filterable to selected date ranges and can be downloaded into a PDF for sharing with others.
7. Vetting and curation of 16,000+ resources effectively centralized and organized for optimal use to can help individuals gain the confidence, knowledge, skills, and motivation to self-manage. The platform continuously integrates the latest interventions through automated bots and clinical search, providing a comprehensive, real-time ecosystem of applicable interventions. Interventions are presented through “choice architecture,” reconfiguring the context in a way that makes it more likely that people will choose a behavior that is better for them, while fully preserving their freedom to choose.
8. With 42% having a preferred learning style, medium mix to support individual learning and integration preferences to attend to different needs of users in guided activities, online programs, podcast, video, support groups, apps, article, etc. formats to be suited to the consumer’s dominant learning style or appropriateness for the particular strategy at hand. Lack of availability in preferred learning methods has been shown to significantly influence comprehension, adoption, adherence, and positive behavior change.
9. Empirically validated or evidence-based interventions, rated and reviewed, support informed decision-making, helping to understand and select interventions of potential value. CredibleMind includes clinical and Artificial Intelligence (AI) review to set Expert Ratings for each resource or intervention. In addition, User Ratings aggregating consumers’ perspective provide general

recommendations on whether the intervention works in real life. Expert and user ratings build expectations and beliefs about the likely results of action.

10. Proprietary evidence-basis schema that determines best practice approaches and ranking methodologies of interventions
11. Customization and branding to build a local culture of mental health, make mental health a transparent priority, and create a community of action
12. Web and mobile-enabled for easier access 24/7/365
13. Customized marketing and engagement support through newsletters, social media tools, Google ad deployment, partner widgets, playbooks, etc. to maximize platform use
14. Platform available in English and 133 language translations to access a wider audience, facilitate and encourage use among people with limited English proficiency, promoting health equity, meeting regulations for equitable access, and improved communication
15. Platform automation and site management by CredibleMind – AI-powered platform housed on our servers, providing security and backup, continual updating, customization, etc.
16. Backend admin portal access for three Kane County users
17. In sole partnership with the National Association of County and City Health Officials (NACCHO) through the co-developed Behavioral Health 360™ program, taking a public health approach to mental health focusing on the art and science of preventing substance abuse and mental illness, early intervention, and promoting health through informed choice
18. CredibleMind is uniquely developed and delivered by a team of expert:
 - Clinicians - with an understanding current and emerging mental health practices, comorbidities, diagnoses and treatment, risk factors and underlying causes
 - Health Information Technologists - with an understanding of disruptive technologies, immersive learning environments, artificial intelligence and cognitive computing, user engagement, and data collection
 - Public Health Leaders - with an understanding of population health, epidemiology, biostatistics, and social sciences
 - Academicians - with an understanding how people learn and change behaviors, assessment tactics, and research

With little to no technical lift, Kane County will have a customized engagement community platform, managed and continuously updated by CredibleMind, that lets you:

- Address diverse, unmet needs across a broad spectrum of behavioral health risk and protective factors, and mental and substance use conditions
- Actively integrate and promote existing assets, programs, services and resources for better engagement
- Build health literacy and knowledge acquisition on related protective factors, risk factors, mental health and substance use conditions and disorders, and treatment options
- Create a culture of mental health and a community of action
- Reduce stigma and normalize help-seeking behavior
- Help people better identify and intervene in mental health changes and challenges through routine risk assessment and independent monitoring of signs and symptoms
- Engage vulnerable sub-populations that are often harder to connect with, such as Hispanics, African-Americans and LGBTQ+, through targeted topics and interventions
- Better understand your community through aggregated data and analytics

CredibleMind Platform and Professional Services

CredibleMind proposes to provide a customizable CredibleMind digital mental health platform and portal for your employees and for the citizens of Kane County. Supporting a seamless user experience, we optimize platforms for easy navigation, intuitive interfaces, and web and mobile accessibility, fostering maximal user engagement. Key platform features include:

- **Custom URL and branding** to integrate with the organization's look and feel
- **A customizable and editable homepage** to share select resources and information
- **Integration of the organization's own resources and partner organizations** to link users to other programs, services, assets and programs that are available to them
- **Knowledge centers** that include clinical expert-created education, approaches and rated resources for over 200 topics on risk factors, protective factor, mental health and substance use conditions, treatments, etc. to build health literacy. Topics range from compassion fatigue, caregiving, burnout, social support, to healthy relationships, time management, sleep, spiritual health, positive psychology, well-being at work, etc.
- **Evidence-based approaches built on our proprietary evidence-basis schema** based on multiple validated study evaluation tools and rating on a wide range of study types including randomized, double-blind, controlled trials, meta-analysis, many systematic reviews, cohort studies, case-controlled studies, review articles and others.
- **Resource Catalog of more than 16,000 vetted interventions and resources** that include expert and user reviews presented in a simple 5-star system for informed choice. Universal and targeted resource types include guided activities, peer support, apps, books, online programs, etc. to meet the unique learning style of each user. New findings are continuously integrated into existing program offerings.
- **Assessments** using validated scales, our 20 assessments are an interactive way for users to understand their own risks and mental health strengths and challenges and find recommended resources and approaches based on their results. Routine assessment is encouraged.
- **Backend data licenses** to give you a real-time view of the status of your citizens and employees through aggregated assessment scoring and user behavior.
- **Optional screener and triage platform** to help identify early signs of mental health changes and level of risk or symptom stratification and triage to your preferred network of care or triage network. Pricing is based on vastness of triage network, extent of screeners, and branching logic complexity. (Optional as a module or standalone platform)

End-User Engagement Support

Supporting high utilization and digital consumer engagement, CredibleMind crafts effective marketing and engagement materials with:

Compelling Content Creation: We develop engaging content, focusing on mental health awareness, the importance of well-being, and the value of utilizing available resources.

Multi-Channel Outreach: We craft tools using a multi-channel approach, such as social media, email campaigns, webinars, and newsletters. This ensures broad reach and consistent messaging across different mediums.

Google Ad Campaign: CredibleMind provides a \$2,500 Google Ad credit first year to be used to promote the platform's anxiety and/or depression assessments. CredibleMind manages and pays for the campaign.

User Analytics Reporting Services

Aggregated assessment results and staff behavior within the platform offers valuable insights into the overall mental health landscape and engagement levels within an organization. Here's a clearer view of what this data can provide:

Assessment Results:

- **Trends and Patterns:** Aggregating assessment data can reveal common trends or patterns in mental health concerns among staff. This might include prevalent stressors, anxiety triggers, or specific challenges faced by different departments or demographics.
- **Severity and Progression:** Analyzing assessment scores over time can indicate the severity of mental health issues and how they change or progress within the workforce. This helps in understanding the urgency of interventions or support needed.

Behavioral Data:

- **Engagement Levels:** Tracking staff behavior within the platform offers insights into the level of engagement with mental health resources. It shows which topics are most clicked on, indicating areas of high interest or concern among employees.
- **Resource Utilization:** Understanding which resources are frequently accessed or selected provides valuable feedback on the effectiveness and relevance of available mental health support.

Platform Management and Customer Support

As a managed platform, CredibleMind empowers you to focus on your core business, while benefiting from a reliable, scalable, and secure infrastructure managed by our team. Your managed platform is continuously updated by CredibleMind with performance optimizations, new content, and the introduction of new features or capabilities. Your CredibleMind team will provide the excellent service you expect and will provide you support with your CredibleMind-powered employee behavioral health platform.

Implementation Support

CredibleMind account management will collaborate with you to design an intuitive and user-friendly home page interface that encourages active user engagement. The set-up and implementation period for the CredibleMind Self-Care Platform will be up to 4 weeks. During that time, we will work with you to configure and customize your site to align with specific requirements or needs.

Optional: Language Translation

Incorporating a translation option on your platform can significantly engage populations who don't speak English as their primary language. This inclusive approach can help bridge language barriers and make your platform more accessible and user-friendly for a diverse audience. By considering the diverse needs of non-English-speaking populations, you can make your platform more inclusive, engaging, and accessible to a global audience. This can lead to increased user engagement, a larger user base, and improved user satisfaction. CredibleMind offers translation for 133 languages.

Optional: Additional Google Ad Package

Additional marketing and engagement support can help your platform reach an even broader audience, making more individuals aware of the platform's existence and its potential benefits for their mental health. Evidence suggests that Google Ad campaigns can increase engagement when effectively managed and optimized. CredibleMind will provide ad creation, regular monitoring, data analysis, and adjustments to campaign strategies to help achieve desired engagement levels.

Pricing

Behavioral Health 360 program and CredibleMind Platform for 520,000 Kane County residents:

Description	Pricing
One-time Setup Fee	\$3,000
Self-Care Platform Annual Licensing Fee	\$42,000

Optional:

Optional: Spanish (or other language) Translation Annual Licensing Fee	\$2,500
Optional: Additional Google Ad Promotion	\$2,000

In conclusion, CredibleMind is committed to delivering a comprehensive and tailored software solution that meets the specific needs of your community. We are dedicated to fostering a collaborative partnership and providing ongoing support to ensure the success of your project.

Thank you for considering our proposal. We look forward to the opportunity to discuss our solution in more detail and demonstrate how we can support your organization's objectives.

Scott Dahl

Behavioral Health 360 Program

License Agreement

This License Agreement ("Agreement") is made and entered into as of the date last signed below (the "Effective Date") by and between CredibleMind, Inc. ("CM"), a California Corporation with its principal place of business located at 30 Liberty Ship Way, Suite 3200, Sausalito, CA 94965, and Kane County Health Department ("Client"), with its principal place of business located at 1750 Grandstand Place, Elgin, IL 60123.

1. Customization of Behavioral Health 360 Program. The Behavioral Health 360 Program is a combination of the CredibleMind Platform and Support Services provided by CredibleMind. In consideration for Client's payment of the fees set forth in the Statement of Work attached as Exhibit A hereto ("Statement of Work"), CM will use all reasonable business efforts to customize its CredibleMind Platform ("CM Platform"), and provide implementation, training, and maintenance support services for the CM Platform as described in the Statement of Work within the time frames estimated in the Statement of Work. CM will host, operate and maintain its CM Platform implementation on servers operated by or for CM.

2. Limited Warranty; Disclaimer. Client acknowledges that (i) CM's products and services, including the CM Platform and supporting services provided hereunder, are not a substitute for medical or legal advice. CM does not make any express or implied warranties in connection with this Agreement, the CM Platform or any supporting services or deliverables provided to Client hereunder except those specifically set forth herein.

3. Payment. Client agrees to pay to CM the fees as set forth in the Statement of Work. In the event that any amount due to CM hereunder is not paid within 45 days of Client's receipt of the corresponding invoice, without waiving any claim or right against Client and without liability whatsoever to Client, CM reserves the right to suspend or terminate Client's access to the CM Platform and the performance of any services provided hereunder. The amounts payable to CM set forth in Exhibit A are exclusive of any sales or use or other taxes or governmental charges. Client shall be responsible for payment of all such taxes or charges except for any taxes based solely on CM's net income. If Client is required to pay any taxes based on this Section 3, Client shall pay such taxes with no reduction or offset in the amounts payable to CM hereunder.

4. Term; Termination. This Agreement is effective upon signing and will continue for three (3) years with automatic annual renewals thereafter unless CM or Client gives sixty (60) days' prior written notice to the other party of non-renewal. CM or Client may terminate this Agreement upon thirty (30) days' prior written notice of the other's material breach and failure to substantially cure the breach within thirty (30) days of receipt of the notice of breach. CM or Client may terminate this Agreement for convenience upon six (6) months' prior written notice to the other party. Upon expiration or termination of this Agreement, all Licenses granted by CM to Client hereunder shall terminate. Client shall promptly cease use of and delete or return any electronic information associated with the CM Platform and associated intellectual property. If CM terminates this Agreement for convenience or the Agreement is terminated due to CM's breach as provided above, it shall refund to Client the unearned prorated portion of the Annual License Fee (as defined in Exhibit A) paid for the then-current annual licensing period. If Client terminates this Agreement for convenience or the Agreement is terminated due to Client's breach as provided above, Client will pay to CM any unpaid portion of the Implementation Fee (as defined in Exhibit A) and any unpaid portion of the Annual License Fee due for the then-current annual licensing period.

5. Limitation of Liability. In no event shall CM be liable for any loss of profit or revenue or cost of procurement of substitutes by Client, or for any other consequential, incidental, indirect or special damages incurred or suffered by Client arising as a result of or related to this Agreement, whether in contract, tort, or otherwise, even if CM was advised of the possibility of such loss or damages. Client

further agrees that the total liability of CM for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of CM, whether in contract, tort or otherwise, shall not exceed an amount equal to the amount actually paid by Client to CM hereunder during the twelve (12) month period preceding the date the claim arises. Client's sole and exclusive remedy for any claim against CM with respect to the quality of the deliverables and supporting services provided under this Agreement shall be the correction by CM of any material defects or deficiencies therein, of which Client notifies CM in writing within ten (10) days after the delivery of such deliverables or completion of that portion of the supporting services. In the absence of any such notice, the deliverables and supporting services provided hereunder shall be deemed satisfactory to and accepted by Client.

6. Intellectual Property. Licenses: While this Agreement is in effect and in consideration for Client's payment of the fees set forth in the Statement of Work, CM grants to Client a non-exclusive, non-transferable, non-sublicenseable, License to (a) access and remotely interact with the CM Platform and allow users of its CM Platform website ("Users") such access and interaction; (b) use CM's trademarks to the limited extent as stated below; (c) access CM Platform utilization data; and (d) access error corrections to the CM Platform, including fixes to problems in software but excluding additional options, enhancements, and/or new features. Client grants to CM a worldwide, non-exclusive, royalty-free License to use, reproduce, distribute, perform and display any and all content it provides to CM in connection with the CM Platform. **Trademarks:** CM and Client each grant to the other a limited, non-exclusive, non-sublicenseable, worldwide License to use the other's trademarks, trade names, copyrights and logos and trade dress (collectively, "Trademarks") only as necessary to fulfill each party's obligations under this Agreement during its term. CM and Client each agree that the quality of its manner of use of the other's Trademarks shall be high. CM and Client may each terminate the other's License to use its Trademarks if it determines that the other's use of such Trademarks tarnishes, blurs or dilutes the quality or good will associated with such Trademarks and such problem is not cured within ten (10) days of notice thereof. Each party agrees not to contest the other party's ownership of its Trademarks, not to disparage or call into question the validity, value or ownership thereof, and not to use any of the other party's Trademarks in any manner so as to create a combined trademark. Except as expressly granted in this Agreement, no other rights or Licenses or uses whatsoever in or to the CM Platform or CM's Trademarks are granted to Client. CM is, and at all times shall remain, the sole and exclusive owner of all right, title and interest, throughout the world (including all intellectual property and other proprietary rights), in and to the original and copies of the CM Platform and any associated and derivative intellectual property, all website usage statistics (system utilization data), all new features and enhancements to the CM Platform, and any deliverables and supporting services provided by CM under this Agreement. **Protections:** CM and Client shall cooperate to police and protect the CM Platform and its associated intellectual property. Client shall promptly notify CM in writing of any unauthorized use, infringement, misappropriation, dilution or other violation of the CM Platform and its associated intellectual property ("Violations") of which it becomes aware and CM shall have the primary right, but not the obligation, to bring and control any suits against any such Violations and retain the entirety of any award arising from such suit. Client shall have no claim of any kind against CM based on or arising out of CM's handling of or decisions regarding Violations or any such suit or suits. **Notices and Attributions:** Client shall accurately produce and reproduce all CM intellectual property notices on all copies Client produces or reproduces of the CM Platform and associated data, screens, and software, and shall not remove any CM intellectual property notices from any materials. Any website through which a user interacts with the CM Platform shall have, at a minimum, attribution to CM for creating and operating the website and service, including a "Powered by CredibleMind clickable link in the navigation header of all pages, CM copyright notices on all pages, and appropriate credit for the platform and links back to CM in any "about us" section. **Confidential Information:** During the term of this Agreement and for a period of two (2) years thereafter, each of CM and Client will keep in confidence and not disclose or disseminate, or permit anyone working under its direction to disclose or disseminate, the existence, source, content or substance of any of the other's Confidential Information to any other person. "Confidential Information" is all nonpublic information concerning the business, technology, internal structure and strategies of either CM or Client disclosed to the other orally, or in tangible form, and is either marked as "confidential" or identified as "confidential" prior to disclosure. Employees and independent contractors of one party will be given access to the Confidential

Information of the other party only on a need-to-know basis. Client agrees that the trade secrets and know-how included in the CM Platform and associated intellectual property shall be treated as Confidential Information regardless of whether such trade secrets and know-how are marked, stamped or otherwise identified as confidential. Information shall not be deemed Confidential Information if it is (i) now generally known or available or which, hereafter through no act or failure to act on the part of CM or Client as the receiving party ("Recipient"), becomes generally known or available; (ii) rightfully known to Recipient at the time of receiving such information; (iii) furnished to Recipient by a third party without restriction on disclosure and without Recipient having actual notice or reason to know that the third party lacks authority to so furnish the information; (iv) independently developed by Recipient; or (v) required to be disclosed by law or by a government entity, provided however that Recipient, before making a use or compelled disclosure of Confidential Information, shall give ten (10) business days' prior written notice to the owner of the Confidential Information stating the intended use or disclosure to be made and citing the applicable sub-section of (i) - (v) above allegedly giving it the right or obligation to do so.

7. User Relations. Client will either incorporate CM's terms of use into its terms of use, as will be displayed on Client's website, or allow CM to maintain a terms of use link and document on the CM Platform implementation's website for Client. Client's Users must agree to the terms of use or will not be allowed to use the CM Platform implementation's website. Client's staff shall have first line responsibility for dealing with User support inquiries in a commercially reasonable manner agreed to by CM. CM will provide second tier support directly to Client through Web, email and telephone support during normal business hours (9AM to 5PM Pacific Time) with an initial response within one business day that includes an estimated time for final resolution. Client will designate and CM will train one support person who will be Client's interface with CM on support matters.

8. Indemnity. Each of CM and Client (the "Indemnifying Party") shall indemnify the other (the "Indemnified Party") against any and all claims, losses, costs and expenses, including reasonable attorneys' fees, which the Indemnified Party may incur as a result of claims in any form by third parties arising from: (a) the Indemnifying Party's gross negligence or willful misconduct in the performance of its obligations under this Agreement, or (b) the Indemnifying Party's content or trademarks or associated intellectual property. The foregoing obligations are conditioned on the Indemnified Party: (i) giving the Indemnifying Party notice of the relevant claim, (ii) cooperating with the Indemnifying Party, at the Indemnifying Party's expense, in the defense of such claim, and (iii) giving the Indemnifying Party the right to control the defense and settlement of any such claim, except that the Indemnifying Party shall not enter into any settlement that affects the Indemnified Party's rights or interest without the Indemnified Party's prior written approval. The Indemnified Party shall have the right to participate in the defense at its expense. Notwithstanding the foregoing, CM assumes no liability for any claims arising from the following: (i) the combination of the CM Platform and associated intellectual property or use with other hardware, software or other items not provided by CM; (ii) the modification of the CM Platform or any part thereof by Client; (iii) use of the CM Platform for a purpose or in a manner for which it was not designed, or (iv) Client's specifications or designs. Client shall indemnify and hold harmless CM from and against any claims arising out of such exclusions (i)-(iv). This Section 8 states Client's sole and exclusive remedy and CM's entire liability for any alleged infringement of a third party's intellectual property right.

9. Resolution of Disputes. Except as expressly otherwise provided herein, the parties agree that any dispute arising out of or relating to this Agreement shall be resolved in accordance with the procedures specified in this Section 9, which shall be the sole and exclusive procedures for the resolution of disputes.

(a) In the event a dispute arises between the parties, each party's goal is a neutral and cost-effective means of resolving the dispute quickly. Accordingly, each party agrees that any claim or controversy arising out of or relating to this Agreement shall be resolved, in the first instance, by contacting the other party to the controversy directly to seek a resolution.

(b) If a dispute between the parties cannot be resolved by informal meeting and discussions within thirty (30) days after commencement thereof, the parties agree to submit the dispute to mediation. The parties further agree that their participation in mediation is a condition precedent to (i) either party pursuing any other available remedy in relation to the dispute and (ii) either party recovering attorneys' fees under Section 10. During mediation, the parties agree to negotiate in good faith as to the matter submitted to mediation. Mediation shall take place under the then current Center for Public Resources ("CPR") Model Procedure for Mediation of Business Disputes. The parties shall jointly appoint a mutually acceptable neutral third-party mediator. If the parties are unable to agree upon the appointment of a mediator, either party may request CPR assistance in the selection of a mediator under its guidelines. The costs of the mediation will be shared equally between the parties, unless otherwise agreed to in writing by the parties. Mediation shall take place in Marin County, California. If the parties are unable to come to a resolution of the dispute within the lesser of forty-five (45) days after appointment of a mediator or fifteen (15) days after commencement of the first mediation session, unless extended by agreement of the parties, either party may institute arbitration proceedings pursuant to Section 9(c) below.

(c) All disputes that have not been resolved by the parties through informal discussions or mediation shall be finally settled by arbitration by a mutually acceptable arbitrator in accordance with the then applicable Commercial Arbitration Rules of the American Arbitration Association. The place of arbitration will be Marin County, California. The decision of the arbitrator will be final and may not be appealed. Judgment on any award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement, and may, in its discretion, award fees and costs as part of its award.

10. Attorneys' Fees. Subject to Section 9, if any action is necessary to enforce the terms of this Agreement, the substantially prevailing party will be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.

11. General Provisions. **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict-of-laws rules of the State of California. **Severability, Headings**: If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. **No Hire**. Without the prior written consent of CM until twelve (12) months after the date the CM personnel were last involved in any activity related to the Agreement, Client agrees to refrain from employing, as a result of direct solicitation, or directly or indirectly soliciting the employment/engagement of CM's employees, agents, and subcontractors who have worked on the Agreement ("Personnel"). If Client is interested in hiring one or more of CM's Personnel, such interest will be discussed first with CM prior to discussing such an offer with the Personnel. In no event shall this provision apply with respect to Personnel of CM who are recruited in response to a solicitation made to the public. **Force Majeure**: If performance of a party's obligations is interfered with by any condition beyond such party's reasonable control, the affected party shall be excused from performance to the extent of such condition. The operation of CM's servers and the provision of the CM Platform and supporting services hereunder may be interfered with by numerous factors outside of CM's control. CM does not guarantee continuous, uninterrupted or secure provision of the CM Platform and supporting services, and Client acknowledges that the CM Platform and supporting services may be unavailable for sustained periods of time. Should the CM Platform and supporting services be unavailable to Client and Users due to force majeure for more than 10 days, and if CM does not restore service within 30 days thereafter, Client may terminate this Agreement and be entitled to a refund of the unearned prorated portion of the Annual License Fee paid for the then-current annual licensing period. **Independent Contractors**: CM and Client are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created hereunder. **Notice**: Any notices hereunder shall be given to the appropriate party at the address specified herein or at such other address, as the party shall specify in

writing. Notice shall be deemed given: upon personal delivery; if sent by fax, upon confirmation of receipt; or if sent by certified mail, postage prepaid, three (3) days after the date of mailing. **Assignment:** This Agreement may not be assigned by either party without the express written consent of the other party. Notwithstanding the foregoing, CM may assign this Agreement and the provision of services hereunder, together with the rights and ownership of the CM Platform and associated intellectual property, to another party so long as such assignment is to an authorized partner of CM that agrees to be bound by the terms and conditions of this Agreement. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns (if assignment is properly made pursuant to this Agreement). **Announcement and Non-compete:** Upon signing of this Agreement the Parties shall jointly announce the business relationship in a manner mutually agreeable to both Parties, such as a press release or other similar form. During the term of this Agreement (including any renewal period(s) hereof), Client agrees that it will not develop, nor embed, link, co-brand or promote on its CM Platform implementation's website, any tools, products or services provided internally or by a third party, that are substantially competitive with or similar to CM's tools, products or services without giving to CM 90 days' prior written notice, which notice shall provide to CM the option of terminating this Agreement for Client's material breach. **Entire Agreement; Waiver:** This Agreement (including Exhibit A attached hereto) sets forth the entire agreement of the parties, and supersedes any and all oral or written agreements or understandings between them, as to the subject matter of this Agreement. It may be changed only in a writing signed by both parties. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. **Survival:** Sections 4 ("Termination"), 5 ("Limitation of Liability"), 6 ("Intellectual Property"), 8 ("Indemnity"), 9 ("Resolution of Disputes"), 10 ("Attorneys' Fees") and 11 ("General Provisions") shall survive any expiration or termination of this Agreement. **Counterparts:** This Agreement may be executed in one or more counterparts, by facsimile, by electronic signature, or otherwise, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. **Authority to Bind:** Each signatory represents that he/she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind the party on whose behalf the signature is proffered. The parties agree that faxed and scanned copies of fully executed contracts are accepted as original and binding on the parties.

IN WITNESS WHEREOF, the parties hereto, having been duly authorized, execute this Agreement on the dates indicated:

For CredibleMind, Inc.

For Kane County Health Department

Signature: _____

Signature: _____

Print Name: Deryk Van Brunt

Print Name: _____

Title: CEO

Title: _____

Date: _____

Date: _____

30 Liberty Ship Way, Suite 3200
Sausalito, CA 94965

1750 Grandstand Place
Elgin, IL 60123

Exhibit A

Statement of Work: Behavioral Health 360 Program

The Behavioral Health 360 Program consists of a combination of the CredibleMind Platform and Services provided by CredibleMind, Inc.. CredibleMind ("CM") will make the CredibleMind Platform and Services ("CM Platform") available to Kane County Health Department ("Client") as follows:

Implementation

Project Summary

The CM Platform is a Software as a Service (SaaS) tool delivered through a unique URL branded to Client. During implementation of the platform, Client and CM will work together to build a customized version for Client. Client will have access to the most recent version of the platform, including access to expert-reviewed resources for user mental health and well-being improvement, interactive assessments, and mental health and well-being topic write-ups. During the implementation, the Client project team will be trained in how to use the platform and how to engage their end-users.

Client Responsibilities

In the implementation phase, Client will be responsible for the following:

- Provide a logo to be placed on CM Platform
- Attend Kickoff Meeting
- Approve Site Branding and Design
- Access the CredibleMind online client portal to add in customer resources to their CM Platform, as desired, including but not limited to organization benefit programs, wellness programs, and partner organizations. Unlimited accounts to add and edit content are available.

Milestones

- Kickoff Meeting - Within 2 Weeks of contract signing
- Build, modify and design custom CM Platform - Within 2 weeks of Kickoff Meeting, upon receiving unique client resources
- Launch - Within 6 weeks of contract signing

Project Deliverable

At the end of the implementation, Client will have access to a co-branded version of the CM Platform.

Account Management and Support

CM will assign one Customer Success Manager (CSM) to work directly with Client. The CSM will be available during normal business hours.

Maintenance

The maintenance phase begins after launch of the CM Platform. During this phase, Client will continue to receive ongoing training and support to ensure successful adoption and usage of the CM Platform by the target audience.

Reporting

After launch, Client will receive a report on site usage following each calendar quarter. The report will include information such as number of users and most frequently visited topics, trends, resource views and recommendations. In addition, Client will have access to an online reporting dashboard. The dashboard includes real time data on number of users, frequently visited topics, trends, and resource views. Up to five reporting user accounts tied to specific email addresses are included in the Annual License Fee.

End-User Engagement

Client will be responsible for marketing and promoting the CM Platform to their intended users. CM will support these efforts with the following:

- Client newsletters with expert curated resources and content that can be shared by Client in their own communication channels
- CM-produced end-user engagement emails for all signed-up users
- Embeddable widgets to drive site traffic
- Up to two (2) posters or other pieces of collateral to be used for CM Platform marketing with a limit of two (2) revisions per item
- Access to the CredibleMind engagement playbook with best practices on marketing and launching the platform.
- Access to the CredibleMind social media toolkit - a database of over 100 CredibleMind branded social media posts on over 50 topics
- Provide a \$2,500 Google Ad credit per year to be use to promote the anxiety and/or depression assessments

Account Management and Support

CM will assign one Customer Success Manager (CSM) to work directly with Client. The CSM will be available during normal business hours.

Service Level Agreement

CM guarantees the CM Platform will be up and running 24/7/365 with 99.5% uptime outside of planned monthly service windows.

Payment Terms

Pricing

CredibleMind Platform for Kane County Health Department in English and Spanish Community

Description	Fee
Implementation	\$3,000
Annual License Platform, English: \$42,000 Platform, Spanish: \$2,500 Google Ads Promo: \$2,000	\$46,500

Optional Add-On Services

Additional services can be purchased by Client through a written request to the Customer Success Manager (CSM) for the following additional fees:

1. Additional reporting user accounts: \$150/user/term year
2. Additional Google Ads for anxiety and/or depression resources: the cost of the Google Ad + 10% fee.
3. Additional Google Ads for other topics: a one-time setup fee of \$1000 per topic and the cost of the Google Ad + 10% fee.
4. Additional languages are available for an additional fee. Contact your CSM for the most up to date pricing.

Billing Schedule

1. The Year 1 Implementation Fee of \$3,000 and Annual License Fee of \$46,500 shall be due upon contract signing for a total of \$49,500.
2. The Year 2 and Year 3 Annual License Fees of \$46,500 each shall be due upon the anniversaries of contract signing.
3. Additional fees incurred by Client hereunder will be invoiced periodically by CM and payments are due within thirty (30) days of receipt of the invoice.
4. CM will provide an invoice to Client for all payments that become due. In the event of non-payment 60 days after the due date, the amount due will increase 1% per each month that the invoice is not paid starting on the due date.
5. Client has assigned the following as the billing contact for CM:

Kim Peterson, Director of Community Health
petersonkim@kanecountyil.gov
630-232-5829

Travel and Related Business Expenses

In-person meetings are available at request. Travel and related business expenses associated with in-person meetings must be pre-authorized by Client, and will then be reimbursed to CM.

COUNTY of KANE
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

719 Batavia Avenue
Geneva, Illinois 60134



Telephone: (630) 208-3803
Fax: (630) 208-5107

May 2, 2024

Daily Herald

Attn: Paula Raetzman - Legal Notices

Please insert the following Legal Notice in your newspaper one (1) time only on May 2, 2024.

Request for Proposal
RFP# 24-035-TS: Software Solution For Behavioral Health

The County of Kane is soliciting proposals to execute a contract with a qualified and experienced vendor to provide interactive behavior change technology that is locally customizable, AI-driven, and confidential.

Proposals will be accepted electronically at www.bidnetdirect.com. Documents may be downloaded from www.bidnetdirect.com with free registration for all vendors.

Karin Kietzman, CPPB
Director of Purchasing

The invoice shall reference RFP #24-035-TS Software Solution For Behavioral Health, date of legal notice posted, and forwarded to Kane County Purchasing Office. Please charge to Kane County Account.

Sincerely,

Tony Sperkowski
Buyer II
Kane County Government

Behavioral Health 360°

Proposal

May 2, 2024

For Kane County

Reference Number: 0000350779

Solicitation Number: 24-035-TS

Title: 24-035-TS Software Solution For Behavioral Health

www.crediblemind.com | scott@crediblemind.com | (404) 721-5964

Subject: Proposal for RFP 24-035-TS: Software Solution for Behavioral Health

Dear Procurement Officer,

We are thrilled to submit our proposal in response to RFP 24-035-TS for the development and implementation of a Software Solution for Behavioral Health. With our extensive experience and expertise in software development tailored specifically for behavioral health, we are confident in our ability to meet and exceed your organization's requirements and expectations.

CredibleMind is a leading provider of innovative software solutions for health departments and other types of organizations worldwide. With six years of experience in the industry, we have established ourselves as pioneers in developing cutting-edge technology solutions that are locally customized, AI-driven, and confidential.

Business need or problem

With a health care system already overburdened and seemingly unable to deal with the rise in mental health issues, it has become clear that we can't treat our way out of this burgeoning health crisis. We need to think about mental health in a new way by focusing on other routes to wellbeing that can complement and sit alongside clinical support. Applying the public health model - focusing on health promotion and resilience, prevention, early intervention, and reducing stigma across communities – can help alleviate the steady growth of preventable or modifiable events related to mental health.

The promise of a prevention and early intervention approach is grounded in decades of research showing that many factors influencing mental health can be modified, often preventing mental health challenges from emerging at all. Research also establishes that early intervention and support lessen suffering, reduce suicide, and improve quality of life. Prevention and early intervention approaches provide long-lasting benefits that are felt throughout communities and across generations. The approaches also pay for themselves. The National Academies of Sciences, Engineering, and Medicine in 2009 calculated that for every dollar invested in prevention and early intervention, society saves \$2 to \$10 in health care costs, criminal justice expenses, and the avoidance of lost productivity. Savings also result from a reduced need for emergency services or long-term care.

Given the destabilizing aspects, people are turning beyond the health care system. Today, 75% of people who attempt to work on mental health issues do so on their own. Integrating self-care into daily life is a fundamental pillar of mental health and is critical to improved mental health outcomes. Studies in diabetes, arthritis, and COPD show that engaging and activating consumers in prevention and self-management is an important step in building resilience, preventing health deterioration, reducing disease-related effects, and changing their use of health services. More than 98% of respondents recognize self-care as important to improving and maintaining mental health.

Unique features, qualifications, abilities, expertise of CredibleMind

Through technological innovation and professional services, CredibleMind proposes to provide to Kane County a more strategic and comprehensive people-focused strategy that helps improve well-being and behavioral health through:

1. Interactive behavior change technology as a critical touch point deployed across the population of Kane County residents to improve their engagement in their own health, education and health literacy, self-efficacy, and awareness of mental health risks and challenges and specific conditions to focus on; to increase routine risk assessment; and to implement strategies targeted at promoting mental health and well-being, risk reduction, earlier identification of high risk, and self-management. The comprehensive web and mobile-enabled platform covers a complete range of the complex and multidimensional influences on behavioral health and wellbeing – covering more than 200 topics (substance misuse and mental health conditions, risk factors, protective factors, treatments, etc.). The platform provides a user-friendly and intuitive user experience.
2. A dynamic system that is continuously updated based on the latest evidence-based information to provide users with accurate information and actionable strategies, interventions and tactics.
3. Local deployment and configuration of the platform with unique URLs and co-branding to meet the needs, strategies and context of your community, fostering greater engagement, collaboration, and ownership among community members.
4. Integration of local/organizational services, resources, programs and assets to increase awareness of local available supportive services, offering a bridge to care.
5. Risk stratification and triage assessment – 20 assessments based on clinically validated scales assess more than 50 dimensions of a person, guiding users to activities and interventions based on risk stratification. Assessments can be routinely performed to measure mental health strengths and weaknesses, and improvements through selected intervention strategies.
6. Aggregated population health data and analytics to gain insights on the population, benchmarked against like size communities. Aggregated data includes the 20 assessment results and behaviors of users in the platform including topic and resource selections. Data is real-time or filterable to selected date ranges and can be downloaded into a PDF for sharing with others.
7. Vetting and curation of 16,000+ resources effectively centralized and organized for optimal use to can help individuals gain the confidence, knowledge, skills, and motivation to self-manage. The platform continuously integrates the latest interventions through automated bots and clinical search, providing a comprehensive, real-time ecosystem of applicable interventions. Interventions are presented through “choice architecture,” reconfiguring the context in a way that makes it more likely that people will choose a behavior that is better for them, while fully preserving their freedom to choose.
8. With 42% having a preferred learning style, medium mix to support individual learning and integration preferences to attend to different needs of users in guided activities, online programs, podcast, video, support groups, apps, article, etc. formats to be suited to the consumer’s dominant learning style or appropriateness for the particular strategy at hand. Lack of availability in preferred learning methods has been shown to significantly influence comprehension, adoption, adherence, and positive behavior change.
9. Empirically validated or evidence-based interventions, rated and reviewed, support informed decision-making, helping to understand and select interventions of potential value. CredibleMind includes clinical and Artificial Intelligence (AI) review to set Expert Ratings for each resource or intervention. In addition, User Ratings aggregating consumers’ perspective provide general

recommendations on whether the intervention works in real life. Expert and user ratings build expectations and beliefs about the likely results of action.

10. Proprietary evidence-basis schema that determines best practice approaches and ranking methodologies of interventions
11. Customization and branding to build a local culture of mental health, make mental health a transparent priority, and create a community of action
12. Web and mobile-enabled for easier access 24/7/365
13. Customized marketing and engagement support through newsletters, social media tools, Google ad deployment, partner widgets, playbooks, etc. to maximize platform use
14. Platform available in English and 133 language translations to access a wider audience, facilitate and encourage use among people with limited English proficiency, promoting health equity, meeting regulations for equitable access, and improved communication
15. Platform automation and site management by CredibleMind – AI-powered platform housed on our servers, providing security and backup, continual updating, customization, etc.
16. Backend admin portal access for three Kane County users
17. In sole partnership with the National Association of County and City Health Officials (NACCHO) through the co-developed Behavioral Health 360™ program, taking a public health approach to mental health focusing on the art and science of preventing substance abuse and mental illness, early intervention, and promoting health through informed choice
18. CredibleMind is uniquely developed and delivered by a team of expert:
 - Clinicians - with an understanding current and emerging mental health practices, comorbidities, diagnoses and treatment, risk factors and underlying causes
 - Health Information Technologists - with an understanding of disruptive technologies, immersive learning environments, artificial intelligence and cognitive computing, user engagement, and data collection
 - Public Health Leaders - with an understanding of population health, epidemiology, biostatistics, and social sciences
 - Academicians - with an understanding how people learn and change behaviors, assessment tactics, and research

With little to no technical lift, Kane County will have a customized engagement community platform, managed and continuously updated by CredibleMind, that lets you:

- Address diverse, unmet needs across a broad spectrum of behavioral health risk and protective factors, and mental and substance use conditions
- Actively integrate and promote existing assets, programs, services and resources for better engagement
- Build health literacy and knowledge acquisition on related protective factors, risk factors, mental health and substance use conditions and disorders, and treatment options
- Create a culture of mental health and a community of action
- Reduce stigma and normalize help-seeking behavior
- Help people better identify and intervene in mental health changes and challenges through routine risk assessment and independent monitoring of signs and symptoms
- Engage vulnerable sub-populations that are often harder to connect with, such as Hispanics, African-Americans and LGBTQ+, through targeted topics and interventions
- Better understand your community through aggregated data and analytics

CredibleMind Platform and Professional Services

CredibleMind proposes to provide a customizable CredibleMind digital mental health platform and portal for your employees and for the citizens of Kane County. Supporting a seamless user experience, we optimize platforms for easy navigation, intuitive interfaces, and web and mobile accessibility, fostering maximal user engagement. Key platform features include:

- **Custom URL and branding** to integrate with the organization's look and feel
- **A customizable and editable homepage** to share select resources and information
- **Integration of the organization's own resources and partner organizations** to link users to other programs, services, assets and programs that are available to them
- **Knowledge centers** that include clinical expert-created education, approaches and rated resources for over 200 topics on risk factors, protective factor, mental health and substance use conditions, treatments, etc. to build health literacy. Topics range from compassion fatigue, caregiving, burnout, social support, to healthy relationships, time management, sleep, spiritual health, positive psychology, well-being at work, etc.
- **Evidence-based approaches built on our proprietary evidence-basis schema** based on multiple validated study evaluation tools and rating on a wide range of study types including randomized, double-blind, controlled trials, meta-analysis, many systematic reviews, cohort studies, case-controlled studies, review articles and others.
- **Resource Catalog of more than 16,000 vetted interventions and resources** that include expert and user reviews presented in a simple 5-star system for informed choice. Universal and targeted resource types include guided activities, peer support, apps, books, online programs, etc. to meet the unique learning style of each user. New findings are continuously integrated into existing program offerings.
- **Assessments** using validated scales, our 20 assessments are an interactive way for users to understand their own risks and mental health strengths and challenges and find recommended resources and approaches based on their results. Routine assessment is encouraged.
- **Backend data licenses** to give you a real-time view of the status of your citizens and employees through aggregated assessment scoring and user behavior.
- **Optional screener and triage platform** to help identify early signs of mental health changes and level of risk or symptom stratification and triage to your preferred network of care or triage network. Pricing is based on vastness of triage network, extent of screeners, and branching logic complexity. (Optional as a module or standalone platform)

End-User Engagement Support

Supporting high utilization and digital consumer engagement, CredibleMind crafts effective marketing and engagement materials with:

Compelling Content Creation: We develop engaging content, focusing on mental health awareness, the importance of well-being, and the value of utilizing available resources.

Multi-Channel Outreach: We craft tools using a multi-channel approach, such as social media, email campaigns, webinars, and newsletters. This ensures broad reach and consistent messaging across different mediums.

Google Ad Campaign: CredibleMind provides a \$2,500 Google Ad credit first year to be used to promote the platform's anxiety and/or depression assessments. CredibleMind manages and pays for the campaign.

User Analytics Reporting Services

Aggregated assessment results and staff behavior within the platform offers valuable insights into the overall mental health landscape and engagement levels within an organization. Here's a clearer view of what this data can provide:

Assessment Results:

- **Trends and Patterns:** Aggregating assessment data can reveal common trends or patterns in mental health concerns among staff. This might include prevalent stressors, anxiety triggers, or specific challenges faced by different departments or demographics.
- **Severity and Progression:** Analyzing assessment scores over time can indicate the severity of mental health issues and how they change or progress within the workforce. This helps in understanding the urgency of interventions or support needed.

Behavioral Data:

- **Engagement Levels:** Tracking staff behavior within the platform offers insights into the level of engagement with mental health resources. It shows which topics are most clicked on, indicating areas of high interest or concern among employees.
- **Resource Utilization:** Understanding which resources are frequently accessed or selected provides valuable feedback on the effectiveness and relevance of available mental health support.

Platform Management and Customer Support

As a managed platform, CredibleMind empowers you to focus on your core business, while benefiting from a reliable, scalable, and secure infrastructure managed by our team. Your managed platform is continuously updated by CredibleMind with performance optimizations, new content, and the introduction of new features or capabilities. Your CredibleMind team will provide the excellent service you expect and will provide you support with your CredibleMind-powered employee behavioral health platform.

Implementation Support

CredibleMind account management will collaborate with you to design an intuitive and user-friendly home page interface that encourages active user engagement. The set-up and implementation period for the CredibleMind Self-Care Platform will be up to 4 weeks. During that time, we will work with you to configure and customize your site to align with specific requirements or needs.

Optional: Language Translation

Incorporating a translation option on your platform can significantly engage populations who don't speak English as their primary language. This inclusive approach can help bridge language barriers and make your platform more accessible and user-friendly for a diverse audience. By considering the diverse needs of non-English-speaking populations, you can make your platform more inclusive, engaging, and accessible to a global audience. This can lead to increased user engagement, a larger user base, and improved user satisfaction. CredibleMind offers translation for 133 languages.

Optional: Additional Google Ad Package

Additional marketing and engagement support can help your platform reach an even broader audience, making more individuals aware of the platform's existence and its potential benefits for their mental health. Evidence suggests that Google Ad campaigns can increase engagement when effectively managed and optimized. CredibleMind will provide ad creation, regular monitoring, data analysis, and adjustments to campaign strategies to help achieve desired engagement levels.

Pricing

Behavioral Health 360 program and CredibleMind Platform for 520,000 Kane County residents:

Description	Pricing
One-time Setup Fee	\$3,000
Self-Care Platform Annual Licensing Fee	\$42,000

Optional:

Optional: Spanish (or other language) Translation Annual Licensing Fee	\$2,500
Optional: Additional Google Ad Promotion	\$2,000

In conclusion, CredibleMind is committed to delivering a comprehensive and tailored software solution that meets the specific needs of your community. We are dedicated to fostering a collaborative partnership and providing ongoing support to ensure the success of your project.

Thank you for considering our proposal. We look forward to the opportunity to discuss our solution in more detail and demonstrate how we can support your organization's objectives.

Scott Dahl

AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS TO FUND ADDRESSING BEHAVIORAL HEALTH NEEDS OF KANE COUNTY RESIDENTS FOR THE KANE COUNTY HEALTH DEPARTMENT

WHEREAS, the mental health impact of the pandemic has been well documented. The National Institutes of Health point to a 2021 study which showed almost half of Americans reported recent symptoms of an anxiety or depressive disorder, with 10% reporting that their mental health needs were not being met. Rates of anxiety, depression, substance use, overdose, suicidal ideation, suicide all increased during the pandemic. In Kane County, suicide attempts have increased by 97% since before the pandemic and Kane County Coroner data shows a 16% increase in fatal overdoses from 2019 to 2021. Many stressors increased risk for all residents including: fear of illness death to individual or a loved one,

uncertainty, change in routine, remote schooling, loss of care giver, social isolation and financial instability. Data from the CDC show young people were especially impacted with 37% of high school students reporting poor mental health and 44% reporting that they had feelings of sadness or hopelessness. Specific populations require unique interventions, so this project will address issues experienced differently by residents of different ages, races/ethnicities, socio-economic groups and orientations. and

WHEREAS, to assist the County in determining whether the project is an eligible use of SLFRF under ARPA, the Final Rule, and the related guidance issued by the United States Department of the Treasury, the ARPC consultant, Ernst and Young, has reviewed the Kane County Health Department's request for SLFRF for Addressing Behavioral Health Needs of Kane County Residents for the purpose of responding to the public health and negative economic impacts of the COVID 19 pandemic and completed an assessment regarding the project's eligibility under section EC1 (Public Health), sub-categories 1.12 (Mental Health Services) and 1.13 (Substance Use Services)(see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of \$9,975,000 to fund the Addressing Behavioral Health Needs of Kane County Residents for the Kane County Health Department, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

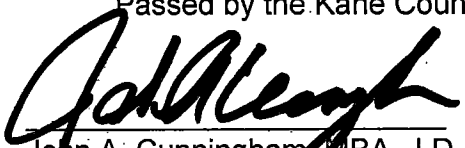
NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the Kane County Health Department use of State and Local Fiscal Recovery Funds in the amount of \$9,975,000 to be used for Addressing Behavioral Health Needs of Kane County Residents, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

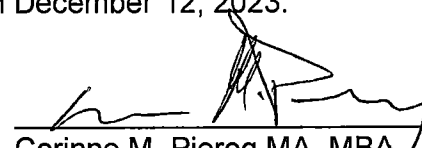
NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the following grant expenses be budgeted in:

	2024	2025	2026	Total Project
355.800.668110.40000 Salaries and Wages	\$170,000	\$210,000	\$220,000	\$600,000
355.800.668110.50150 Contractual/Consulting	\$2,860,000	\$3,160,000	\$3,160,000	\$9,180,000
355.800.668110.60010 Operating Supplies	\$100,000	\$50,000	\$45,000	\$195,000
	\$3,130,000	\$3,420,000	\$3,425,000	\$9,975,000

File Number: 23-497

Passed by the Kane County Board on December 12, 2023.


John A. Cunningham MBA, J.D.
Clerk, County Board
Kane County, Illinois


Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

PASSED

SS.

COUNTY OF KANE)

**AUTHORIZING THE INVOICE PAYMENT AND AGREEMENT WITH
SUBMITTABLE HOLDINGS, INC. FOR WEB BASED GRANT MANAGEMENT
PORTAL HOSTING SERVICE RENDERED FROM 9/29/2024 TO 9/28/2025**

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 (“ARPA”) to provide economic relief to State, Local, and Tribal governments responding to economic and public health impacts of the COVID 19 public health emergency; and

WHEREAS, the County of Kane has received a total of \$103,413,041 (One Hundred Three Million, Four Hundred Thirteen Thousand, Forty-One Dollars) from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds ("SLFRF") pursuant to ARPA; and

WHEREAS, pursuant to ARPA and the administrative regulations adopted by the United States Department of the Treasury ("Final Rule"), the County of Kane shall use the SLFRF to defray costs associated with its response to the to the COVID 19 pandemic within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery; and

WHEREAS, pursuant to guidance published by the United States Department of the Treasury, the County's SLFRF may be used for administrative expenses involved in administering the County's ARPA program; and

WHEREAS, the Kane County American Rescue Plan Program has utilized, and will continue to utilize, the Submittable Grant Program Management Portal Platform to assist in the administration of the County's ARPA program; and

WHEREAS, the American Rescue Plan Program presents the following Submittable Holdings, Inc.'s Customer Terms of Service ("Exhibit A") and Order Form (Quote) ("Exhibit B") for Services from 09/29/2024 to 09/28/2025 in the amount of \$23,196 (Twenty-Three Thousand One Hundred Ninety Six Dollars) for approval by the County Board; and

WHEREAS, the ARPC recommends that the Kane County Board approves and directs the Kane County Chairman to sign the Submittable Holdings, Inc.'s Customer Terms of Service ("Exhibit A") and Order Form (Quote) ("Exhibit B") for Services from 09/29/2024 to 09/28/2025 in the amount of \$23,196 (Twenty-Three Thousand One Hundred-Ninety-Six Dollars).

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board approves and directs the Kane County Chairman to sign the Submittable Holdings, Inc.'s Customer Terms of Service ("Exhibit A") and Order Form (Quote) ("Exhibit B") for Services from 09/29/2024 to 09/28/2025 in the amount of \$23,196 (Twenty-Three Thousand One Hundred Ninety-Six Dollars).

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE Kane County Board that the following adjustments be made to the Fiscal Year 2024 budget to provide funding for this expense:

355.800.66871.50150	Contractual/Consulting	\$23,196
355.800.668.85000	Allowance for Budget Expense	(\$23,196)

Passed by the Kane County Board on August 13, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the use of State and Local Fiscal Recovery Funds for Invoice from Submittable Holdings, Inc. for web based grant management portal hosting service rendered from 9/29/2024 to 9/28/2025

Committee Flow:

American Rescue Plan Committee, Executive Committee, County Board

Contact:

Jarett Sanchez, 630.444.1224

Budget Information:

Was this item budgeted? n/a	Appropriation Amount: \$23,196.25
If not budgeted, explain funding source: SLFRF	

Summary:

The American Rescue Plan Program presents the Submittable Holdings, Inc.'s Customer Terms of Service ("Exhibit A") and Order Form (Quote) ("Exhibit B") for Services from 09/29/2024 to 09/28/2025 in the amount of \$23,196 (Twenty-Three Thousand One Hundred Ninety Six Dollars) for approval by the County Board.

Submittable Customer Terms of Service

This Submittable Customer Terms of Service (“**TOS**”) is by and between Submittable Holdings, Inc., a Delaware Corporation with offices located at 101 E. Front St, Suite #500, Missoula, MT 59802 (“**Submittable**”) and the person or entity who executed the Order Form (“**Customer**” or “**You**”). This TOS is effective as of the date You executed the Order Form. Submittable and Customer may be referred to collectively as the “**Parties**” or individually as a “**Party**.”

1. Acceptance of the TOS. The TOS governs Your access to and use of Submittable’s Services. Please read this TOS carefully before You start to use the Services. **By using the Services or by executing the Order Form, You accept and agree to be bound and abide by this TOS.** If You do not want to agree to this TOS, You must not access or use the Services. The Services are offered and available to users who are 18 years of age or older. By using the Services, You represent and warrant that You are of legal age to form a binding contract with Submittable and that You have read, understood, and agree to be bound by this TOS. If You agree to this TOS on behalf of an entity, You represent that You have the authority to bind such entity to this TOS. If You do not meet all of these requirements, You must not access or use the Services.

2. Additional Definitions. In addition to terms defined throughout this TOS, the following terms have the following meanings:

“**Authorized User**” means Customer’s employees, consultants, contractors, and agents (a) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this TOS; and (b) for whom access to the Services has been purchased under this TOS.

“**Customer Data**” means all information, data, and other content, in any form or medium, that is processed by Submittable on behalf of Customer under or in connection with this TOS, whether supplied by Customer, an End User, or otherwise, and all intellectual property rights in the foregoing. Customer Data includes reports generated by the Services based on previously existing Customer Data. Customer Data does not include Resultant Data or Submittable IP.

“**Documentation**” means any documents or materials that Submittable provides to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Services or Submittable IP.

“**End User**” means a natural person or entity utilizing the Services to submit or transfer End User Data to Customer via the Services.

“**End User Data**” means all information, data, and other content, in any form or medium, that is submitted, transferred, transmitted, or otherwise sent, directly or indirectly from an End User by or through the Services that is processed by Submittable on behalf of Customer under or in connection with this TOS.

“**Order Form**” means the provisions for Customer’s purchase of the Services which Customer shall execute to purchase the Services and is incorporated here by reference.

“**Resultant Data**” means data and information related to Customer’s, an Authorized User’s or an End User’s use of the Services that are used by Submittable in an aggregate and anonymized manner and only in accordance with this TOS.

“**Services**” means the software-as-a-service described in the Order Form.

“**Submittable IP**” means the Services, the Documentation, and any and all intellectual property that are provided or used by Submittable or any Subcontractor or Sub-processor in connection with the Services or this TOS or otherwise comprise or relate to the Services or Submittable’s information technology infrastructure and all intellectual property rights in any of the foregoing. Submittable IP includes Resultant Data, but does not include Customer Data.

“**Third-Party Materials**” means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to Submittable.

3. Access and Use.

3.1. Provision of Access. Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this TOS, Submittable hereby grants Customer a non-exclusive, non-transferable right to access and use the Services during the Term. Customer must set up a Submittable account by selecting access credentials for Customer and its Authorized Users. Customer and its Authorized Users shall create platform logins and provide Submittable with certain registration

information, all of which must be accurate and updated as appropriate and comply with Submittable's registration policies then in effect. The Order Form sets forth Fees for designated levels of usage, Authorized Users, number of seats, number of submissions, and the like (each a "**Services Allocation**"). Customer may not exceed any Services Allocation.

- 3.2. Documentation License. Submittable hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely in connection with Customer's use of the Services.
- 3.3. Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this TOS and the terms and conditions of the Order Form. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) bypass or breach any security device or protection used by the Services or access or use the Services other than by an Authorized User through the use of their own then-valid access credentials; (vii) input, upload, transmit, or otherwise provide to or through the Services any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code; or (viii) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services.
- 3.4. Suspension or Termination. Submittable may suspend, terminate, or otherwise deny Customer's, any Authorized User's, or any other person's access to or use of all or any part of the Services without incurring any resulting obligation or liability, if: (i) Submittable receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Submittable to do so; or (ii) (1) Customer or any Authorized User has failed to comply with any term of this TOS or the Order Form, provided Submittable has provided Customer prior written notice and provided a reasonable opportunity to cure; or (2) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services (subclauses (i) or (ii) a "Services Suspension"). This Section does not limit any of Submittable's other rights or remedies, whether at law, in equity, or under this TOS. Submittable shall resume providing access to the Services as soon as reasonably possible after the event giving rise to the Services Suspension is cured, if curable.
- 3.5. Submission Fees. Customer may not solicit credit/debit card information from End Users in any way other than utilizing Submittable's built-in payment processing interface, including, but not limited to, the creation of custom form field entries. Customer will be charged Submittable's expenses in processing such fees. Provided Customer is in breach of its payment obligations under this TOS, Submittable shall retain the fees received from an End User as an offset unless and until Customer becomes current on its payment obligations.
- 3.6. End User Entries. Customer agrees to act in good faith to uphold Customer's policies and the promises made to End Users in connection with the Services. Where applicable, this requires that Customer act in good faith to review submissions, make awards, and refund fees where appropriate. Customer is solely responsible for the performance of Customer's policies and promises to End Users.
- 3.7. Unethical Behavior. Customer may confidentially report unethical behavior concerning the use of the Services by contacting Submittable at: phone: (855) 467-8264, ext. 2; email: support@submittable.com; mail: P.O. Box 8255, Missoula, Montana 59807.
- 3.8. Professional Services. Provided Customer has purchased additional professional services from Submittable ("**Professional Services**") the terms of such services, including additional terms related to Fees and/or payment terms are set forth in a separate statement of work which is incorporated here by reference. If the Professional Services involve Submittable's management of distributing Customer funds to recipients of such funds, **Exhibit D** shall be in effect, and each Party shall abide by its obligations.
- 3.9. Removal of Customer Data. Submittable may remove or disable any Customer Data (i) as permitted under this TOS; (ii) as required by applicable law; (iii) thirty (30) days after the Term; or (iv) upon Customer's written request.

- 3.10. Resultant Data. Notwithstanding anything to the contrary in this TOS, Submittable may monitor Customer's use of the Services and collect and compile Resultant Data. Resultant Data must be used in a manner where such use cannot reasonably lead to the identification of any Customer, Authorized User, or End User. Submittable may use Resultant Data for statistical and performance information, optimization information, debugging, feature development, performance analytics and optimization, and marketing insights or reports related to the provision and operation of the Services.
- 3.11. Submittable Access. Submittable has the right, but not the obligation, to monitor the Services, Customer's, an End User's, or Authorized User's use of the Services, or Customer or End User Data to (i) determine compliance with this TOS, (ii) at Customer's, an End User's, or Authorized User's request for technical support or otherwise, (iii) to satisfy any law or authorized government request; or (iv) ensure performance and security of the Services.
- 3.12. Changes to Services. Submittable reserves the right, in its reasonable discretion, to make any changes to the Services and Submittable IP that it deems necessary or useful to: (i) maintain or enhance: (1) the quality or delivery of Submittable's Services to its customers; (2) the competitive strength of or market for Submittable's Services; or (3) the Services' cost efficiency or performance; or (ii) to comply with applicable law.
- 3.13. Subcontractors. Subject to the terms of the Data Protection Addendum set forth in **Exhibit B ("DPA")**, Submittable may from time to time in its discretion engage third-parties to perform Services (each, a "**Subcontractor**"). Submittable shall be responsible for the acts and omissions of any Subcontractor under this TOS.
4. Customer Responsibilities.
- 4.1. General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this TOS if taken by Customer will be deemed a breach of this TOS by Customer.
- 4.2. Customer Systems and Cooperation. Customer shall at all times during the Term: (i) set up, maintain, and operate in good repair all Customer systems on or through which the Services are accessed or used; (ii) provide Submittable personnel with reasonable cooperation and assistance to enable Submittable to provide the Services and support to Customer; and (iii) provide reasonable cooperation and assistance as Submittable may reasonably request to enable Submittable to exercise its rights and perform its obligations under and in connection with this TOS.
5. Service Levels and Support.
- 5.1. Service Levels. Submittable shall use commercially reasonable efforts to make the Services available in accordance with the service levels set out in **Exhibit A**.
- 5.2. Support. The Order Form sets forth the designated levels of support ("**Support Services**"), including the Fees payable by Customer for the levels of Support Services. Submittable shall provide the Support Services in material accordance with the Order Form.
6. Security and Privacy.
- 6.1. Submittable Security and Privacy Obligations. Customer, as data controller, grants to Submittable the right to process, transmit, store, use, or disclose Customer Data to the extent necessary to provide the Services to Customer and as otherwise expressly set forth in this TOS. In the performance of the Services, Submittable shall comply with the DPA.
- 6.2. Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) all Customer Data within its control, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (iii) the security and use of Customer's and its Authorized Users' access credentials; (iv) all access to and use of the Services directly or indirectly by or through the Customer systems or its Authorized Users' access credentials; and (v) obtaining any applicable consents required by law from Authorized Users, End Users, or other individuals for Submittable to process Customer Data and End User Data.
- 6.3. Access and Security. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (i) securely administer the distribution and use of all access credentials and protect against any unauthorized access to or use of the

Services and any Professional Services; and (ii) control the content and use of Customer Data under Customer's control.

7. Fees and Payment.

- 7.1. Fees. Customer shall pay Submittable the fees set forth in the Order Form ("**Fees**") or as otherwise delineated or adjusted as set forth in this TOS.
- 7.2. Renewal Fees. The Fees applicable to each Renewal Term shall automatically increase to match Submittable's then current list prices for similar Services, provided that in no event shall any such price adjustment exceed 15% of Submittable's list prices for the same Services as of the effective date of this TOS (exclusive of any discount, rebate, promotion, or the like).
- 7.3. Taxes. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental or regulatory authority on any amounts payable by Customer under this TOS, other than any taxes imposed on Submittable's income.
- 7.4. Payment. Submittable shall bill Customer by invoice. Customer shall pay all Fees on or prior to the due date(s) and on the terms set forth in the Order Form and in the applicable invoice. Customer shall make all payments in US dollars by payment method as agreed upon by the Parties. Customer shall make payments to the address or account specified in the Order Form or such other address or account as Submittable may specify in writing from time to time. Customer's full payment per invoice is due within thirty (30) days of receipt unless otherwise specified in the Order Form or the applicable invoice.
- 7.5. Submission Fees. Should Customer collect fees from End Users, Submittable will collect a service fee of five percent (5%) of the total amount each End User pays plus ninety-nine cents (\$0.99) for each time Customer charges an End User. Then Submittable will remit the remaining amounts paid by such End User to Customer. Submittable shall charge Customer actual expenses for remitting payment to Customer and shall be entitled to offset the fees due to Customer under this paragraph.
- 7.6. Late Payment. If Customer fails to make any payment under this TOS when due then, in addition to all other remedies that may be available:
- 7.6.1. Submittable may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law;
- 7.6.2. Customer shall reimburse Submittable for all reasonable costs incurred by Submittable in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and
- 7.6.3. if such failure continues for ten (10) days following written notice, Submittable may suspend performance of the Services until all past due amounts and interest have been paid, without incurring any obligation or liability to Customer or any other person by reason of such suspension.
- 7.7. Payment Disputes. Customer shall notify Submittable in writing of any dispute with any payment request, along with substantiating documentation, within thirty (30) days from the date of the payment request. Customer will be deemed to have accepted all payment requests for which Submittable does not receive timely notification of disputes and shall pay all undisputed amounts due under such payment requests within the periods described in this TOS.

8. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Customer Data is the Confidential Information of Customer. Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third-party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations under this TOS. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a

reasonable effort to obtain a protective order; or (b) to establish a Party's rights under this TOS, including to make required court filings. On the expiration or termination of the TOS, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and, if requested by the disclosing Party, certify in writing to the disclosing Party that such Confidential Information has been destroyed. The parties incorporate by reference the whistleblower notice found in the Federal Defend Trade Secrets Act of 2016. See 18 U.S.C. § 1833(b).

9. Intellectual Property Ownership; Feedback.

- 9.1. Submittable IP. Customer acknowledges that, as between Customer and Submittable, Submittable owns all right, title, and interest in and to Submittable IP and, with respect to Third-Party Materials, the applicable third-party owns all right, title, and interest, including all intellectual property rights, in and to the Third-Party Materials. Submittable reserves all rights not expressly granted to Customer in this TOS. Except for the limited rights and licenses expressly granted under this TOS, nothing in this TOS grants, by implication, waiver, estoppel, or otherwise, to Customer or any third-party any intellectual property rights or other right, title, or interest in or to Submittable IP.
- 9.2. Customer Data. Submittable acknowledges that, as between Submittable and Customer, Customer owns all right, title, and interest in and to the Customer Data. Customer hereby grants to Submittable a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Submittable to provide the Services to Customer.
- 9.3. Feedback. Customer grants to Submittable a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer or Authorized Users relating to the operation of the Services. All such feedback is provided "as is" without warranty of any kind.
- 9.4. Marketing. Customer grants Submittable and its successors and assigns the perpetual worldwide right and license to use Customer's business name, logo, information publicly available about Customer, Customer's use of the Services, and affiliation with Submittable to advertise and promote Submittable and the Services in any and all media and by any and all technologies and means of delivery whether now or in the future known or devised, without further consent from Customer and without any royalty, payment, or other compensation to Customer, subject to Customer's standard trademark guidelines Customer provides to Submittable. To opt out of the right and license granted in this paragraph, please email: license-opt-out@submittable.com.
- 9.5. Email Identifiers. Customer agrees that the Services may send automated emails to actual or potential End Users or Authorized Users. For example, the Services may send an automated email acknowledging an End User submission. For every such email, Customer acknowledges and agrees that Submittable may (i) add information and graphics that identify Submittable as the sender of the email; and (ii) add information and graphics that identify Customer. A redacted example of such an email is found at **Exhibit C**.

10. Representations and Warranties.

- 10.1. Submittable Representations, Warranties, and Covenants. Submittable represents, warrants, and covenants to Customer that Submittable will perform the Services and Professional Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this TOS. During the Term of this TOS, Submittable represents and warrants to Customer that (i) the Services will comply with the material functionality described in the Documentation, this TOS, and the Order Form and that such functionality will be maintained in all material respects in subsequent upgrades to the Services; and (ii) the Professional Services will be in material conformity with all requirements or specifications stated in any applicable statement of work. Customer must promptly provide Submittable with a written notice that describes any deficiency in the Services or the warranties contained in this Section (including, as applicable, the service request number notifying Submittable of the deficiency in the Services).
- 10.2. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 10.1, TO THE MAXIMUM EXTENT PROVIDED BY LAW, ALL SERVICES AND SUBMITTABLE IP ARE PROVIDED "AS IS." SUBMITTABLE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

WITHOUT LIMITING THE FOREGOING, SUBMITTABLE MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR SUBMITTABLE IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, OR BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

- 10.3. Customer Representations and Warranties. Customer represents, warrants, and covenants to Submittable that (i) Customer Data provided by Customer will not infringe, misappropriate, or otherwise violate any rights of any third-party, or violate any applicable law or other personal or proprietary right; and (ii) Customer owns all Customer Data or has obtained all permissions, releases, rights, or licenses required to use Customer Data to engage in Customer's posting and other activities (and allow Submittable to perform its obligations) in connection with the Services without obtaining any further releases or consents.
- 10.4. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (i) it is duly organized, validly existing, and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (ii) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this TOS; (iii) the execution of this TOS by its representative whose signature is set forth at the end of this TOS has been duly authorized by all necessary corporate or organizational action of such Party; and (iv) when executed and delivered by both Parties, this TOS will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.
11. Insurance. During the Term, each Party must, at its own cost and expense, obtain and maintain insurance, in full force and effect, sufficient to cover each Party's potential indemnity or reimbursement obligations under this TOS.
12. Indemnification.
 - 12.1. Submittable Indemnification.
 - 12.1.1. Submittable shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that (i) the Services, or any use of the Services in accordance with this TOS, infringes or misappropriates such third-party's US intellectual property rights; (ii) result from allegation of facts that, if true, would constitute Submittable's breach of any of its representations, warranties, covenants, or obligations under this TOS; or (iii) result from negligence or more culpable act or omission (including recklessness or willful misconduct) by Submittable in connection with this TOS.
 - 12.1.2. If an infringement claim is made or appears possible, Customer agrees to permit Submittable, at Submittable's sole discretion, to (A) modify or replace the Services, or component or part of the Services, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Submittable determines that neither alternative is reasonably available, Submittable may terminate this TOS, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.
 - 12.1.3. This Section 12.1 will not apply to the extent that the alleged claim arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Submittable or reasonably anticipated to be used in combination with the Services; (B) modifications to the Services not made by Submittable; (C) Customer Data (except for Losses accrued due to Submittable's action or inaction related to Customer Data); or (D) Third-Party Materials.
 - 12.2. Customer Indemnification. To the extent allowed by applicable law, Customer shall indemnify, hold harmless, and, at Submittable's option, defend Submittable from and against any Losses resulting from any Third-Party Claim that Customer's use of the Customer Data infringes or misappropriates such third-party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) result from allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants, or obligations under

this TOS; (iii) use of the Services in a manner not authorized by this TOS; (iv) use of the Services in combination with data, software, hardware, equipment or technology not provided by Submittable or reasonably anticipated to be used in combination with the Services; (v) modifications to the Services made by or on behalf of Customer; or (vi) materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Customer or any Authorized User, including Submittable's compliance with any specifications or directions provided by or on behalf of Customer or any Authorized User, provided that Customer may not settle any Third-Party Claim against Submittable unless Submittable consents to such settlement, and further provided that Submittable will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

12.3. **Sole Remedy.** THIS SECTION 12 SETS FORTH CUSTOMER'S SOLE REMEDIES AND SUBMITTABLE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.

13. **Limitations of Liability.** TO THE GREATEST EXTENT ALLOWED BY LAW, IN NO EVENT WILL SUBMITTABLE BE LIABLE UNDER OR IN CONNECTION WITH THIS TOS OR ITS EXHIBITS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER SUBMITTABLE WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL SUBMITTABLE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS TOS OR ANY OF ITS EXHIBITS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO SUBMITTABLE UNDER THIS TOS IN THE ONE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$5,000.00, WHICHEVER IS LESS. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14. **Term and Termination.**

14.1. **Term.** The term of this TOS commences as of the effective date of this TOS and, unless terminated earlier pursuant to any of the TOS's express provisions, will continue in effect until the date specified in the initial Order Form (the "**Initial Term**").

14.2. **Renewal.** Unless otherwise specified in the Order Form, and unless prohibited by applicable law, upon expiration of the Initial Term, this TOS and the Order Form executed contemporaneously with this TOS (as modified by the renewal Fee, above) shall automatically renew for additional successive terms of the same length as the Initial Term (or one year, whichever is greater), unless either Party provides written notice of nonrenewal at least ninety days prior to the end of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"), or unless sooner terminated as provided in this TOS. If this TOS is renewed for any Renewal Term, the terms and conditions of this TOS during each such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal, subject to any change in the Fees during the applicable Renewal Term as set forth in the Fees Section of this TOS. If either Party provides timely notice of its intent not to renew this TOS, then, unless otherwise sooner terminated in accordance with its terms, this TOS shall terminate on the expiration of the then-current Term.

14.3. **Termination.** In addition to any other express termination right set forth in this TOS:

14.3.1. Submittable may terminate this TOS, effective on written notice to Customer, if Customer fails to pay any Fees, and such failure continues more than twenty (20) days after Submittable's delivery of written notice to Customer;

14.3.2. Customer may terminate this TOS at any time, effective on written notice to Submittable;

14.3.3. Except as provided in subsection 14.3.1, either Party may terminate this TOS, effective on written notice to the other Party, if the other Party materially breaches this TOS, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; and

14.3.4. Either Party may terminate this TOS, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

14.4. Effect of Expiration or Termination. Upon expiration or termination of this TOS, Customer shall immediately discontinue use of the Services and Submittable IP, and Customer shall delete, destroy, or return all copies of Submittable IP and, upon Submittable's request, certify in writing to Submittable that Submittable IP has been deleted or destroyed. Unless Customer terminates for Submittable's material breach, all Fees that would have become payable had the TOS remained in effect until expiration of the Term will become immediately due and payable, and Customer shall immediately pay such Fees, together with all previously-accrued but not yet paid Fees. For thirty (30) days following any termination of this TOS or upon Customer's request, at no additional cost to Customer, Submittable shall allow Customer or a third-party nominated by Customer to download any Customer Data, unless applicable law requires otherwise.

14.5. Survival. The sections dealing with Confidential Information, intellectual property, and any right or obligation of the Parties in this TOS which, by its express terms, nature, or context is intended to survive termination or expiration of this TOS, shall continue indefinitely and shall survive any termination or expiration of this TOS.

15. Miscellaneous.

15.1. Entire Agreement. This TOS, together with any other documents incorporated by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this TOS and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

15.2. Notices. All notices, requests, consents, claims, demands, waivers, and other communications must be in writing and addressed to the Parties at the addresses that may be designated by the Party giving notice from time to time in accordance with this Section. All notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile, or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this TOS, a notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the notice has complied with the requirements of this Section.

15.3. Force Majeure. Except for the payment of Fees, in no event shall either Party be liable to the other Party, or be deemed to have breached this TOS, for any failure or delay in performing its obligations under this TOS (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, pandemic, epidemic, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

15.4. Waiver. No waiver by any Party of any of the provisions of this TOS will be effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this TOS will operate or be construed as a waiver of any of the foregoing, and no single or partial exercise of any right, remedy, power, or privilege will preclude any other or further exercise of the foregoing or the exercise of any other right, remedy, power, or privilege.

15.5. Severability. If any provision of this TOS is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other term or provision of this TOS or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this TOS so as to affect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.6. Governing Law; Submission to Jurisdiction. This TOS is governed by and construed in accordance with the internal laws of the State of Montana without giving effect to any choice or conflict of law provision or

rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Montana. Any legal suit, action, or proceeding arising out of or related to this TOS or the licenses granted under this TOS will be instituted exclusively in the federal courts of the United States or the courts of the State of Montana in each case located in the city of Missoula and County of Missoula, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

- 15.7. Assignment. Submittable may assign this TOS without written consent of Customer provided the assignment is pursuant to a merger, consolidation, reorganization, asset or stock sale provided the assignee remains fully liable under the terms of the TOS. Otherwise, neither Party may assign this TOS without the prior written consent of the other. No assignment, delegation, or transfer will relieve Customer of any of its obligations or performance under this TOS. Any purported assignment, delegation, or transfer in violation of this Section is void. This TOS is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.
- 15.8. Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.
- 15.9. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Sections related to Confidential Information, intellectual property, or, in the case of Customer, Sections related to Use Restrictions or Customer Control and Responsibility, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.
- 15.10. Attorneys' Fees. To the extent allowed by applicable law, in the event that any action is instituted or commenced by either Party against the other Party arising out of or related to this TOS, the substantially prevailing Party is entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party.
- 15.11. Counterparts. This TOS may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this TOS delivered by facsimile, email or other means of electronic transmission, as well as photocopies of such facsimile transmission or email correspondence (e.g., DocuSign) shall be deemed to have the same legal effect as delivery of an original signed copy of this TOS.

EXHIBIT A SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") forms part of the TOS. Capitalized terms not otherwise defined shall have the meaning given to them in the TOS. Except as modified below, the terms of the TOS shall remain in full force and effect.

1. Additional Definitions.

"Error" means a singular failure of the Services to perform in substantial conformity with the Documentation.

"Incident" means a support request that begins when Customer contacts Submittable to report an Error and ends when Submittable Resolves the Error.

"Resolve" means the provision of: (a) services that, in Submittable's reasonable discretion, corrects the Error; (b) information to Customer that corrects the Error; or (c) information to Customer on how to obtain a solution that corrects the Error.

"Response Time" means the time period for Submittable to acknowledge the submission of an Incident. Such period will commence on submission of the Incident and conclude upon first response by Submittable.

"Severity Level 1" means any Error causing the Services not to operate and has a critical impact on Customer's business operations.

"Severity Level 2" means any Error causing a lack of Services functionality and materially degrades significant aspects of Customer's business operations.

"Severity Level 3" means any Error that impairs the performance of the Services but does not substantially affect Customer's business operations.

"Severity Level 4" means any Error that does not qualify as Severity Level 1, 2, or 3.

"Target Resolution Time" means the target time period for Submittable to Resolve the Error or provide a workaround or other temporary fix. Such period shall commence on the submission of the Incident, and shall conclude when the Error is Resolved, and shall not include any time lapsed as a result of waiting for Customer's input or responses to Submittable's requests regarding the Error.

2. Incident Response Time. During the Term of the TOS, Submittable shall use best efforts to respond to and Resolve any Incidents in accordance with the following timeframes:

PRIORITY LEVEL	RESPONSE TIME	TARGET UPDATE INTERVAL	TARGET RESOLUTION TIME
Severity Level 1	One (1) hour	Two (2) hours	Twenty-four (24) hours
Severity Level 2	Two (2) hours	Four (4) hours	Forty-eight (48) hours
Severity Level 3	Four (4) hours	Three (3) days	Seven (7) days
Severity Level 4	Twenty-four (24) hours	Seven (7) days	Next maintenance release

3. Computation of Time. For Severity Level 1 and 2, hours and days shall be determined on a 24 x 7 x 365 basis. For all other requests, hours and days shall be determined on a 24 x 5 basis, excluding holidays observed by Submittable.

4. Workaround. If Submittable Resolves an Error by providing a workaround or other temporary fix, Submittable will use commercially reasonable efforts to determine a permanent resolution to the Error described in the Incident.

5. Scheduled Downtime. Submittable will provide at least eight (8) hours of notice before implementing any scheduled downtime when Services will not be available.

6. Uptime Percentage. Submittable shall use commercially reasonable efforts to ensure the uptime percentage of the Services will be at or greater than ninety-nine percent (99%).

7. Exceptions. Submittable has no obligation to Resolve Errors to the extent such Errors arise out of or result from any of the following: (1) any operation or use of, or other activity relating to, the Services by Customer other than as specified in the Documentation, including any incorporation in the Services of, or combination, operation or use of the

Services in or with, any technology (including any software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation, unless otherwise expressly permitted in writing by Submittable; (3) any delay or failure of performance caused in whole or in part by any delay or failure to perform any of Customer's obligations under the TOS or this SLA; (4) Customer's operation of, or access to, Customer or a third-party's system or network; or (5) any Force Majeure event.

8. Customer Obligations. Customer shall promptly notify Submittable of any Error and provide Submittable with reasonable detail of the nature and circumstances of the Error. Customer shall provide Submittable with all information reasonably requested by Submittable from time to time relating to Customer's use of the Services, including information on Customer's hardware, network, and systems.

EXHIBIT B

DATA PROCESSING ADDENDUM

This Data Processing Addendum (the “DPA”) sets out the additional terms, requirements, and conditions for which Submittable will obtain, handle, process, disclose, transfer, or store Personal Information when providing Services under the TOS to the extent required by Privacy and Data Protection Requirements. Capitalized terms not otherwise defined shall have the meaning given to them in the TOS. Terms not otherwise defined shall have the meanings set forth in the applicable Privacy and Data Protection Requirements. Except as modified below, the terms of the TOS shall remain in full force and effect. The Parties agree to the terms and conditions of this DPA only to the extent required by Privacy and Data Protection Requirements.

1. Additional Definitions.

“**Affiliate**” means any other individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with either Customer or Submittable as the case may be.

“**Authorized Affiliate**” means any of Customer’s Affiliate(s) which (a) is subject to the Privacy and Data Protection Requirements, and (b) is permitted to use the Services pursuant to the TOS, but has not signed its own Order Form and is not a “Customer” as defined under the TOS.

“**Business**” has the same meaning given to the term in the CCPA.

“**Business Purpose**” means the Services described in the TOS. “**Controller**” has the same meaning given to the term in the GDPR.

“**Data Subject**” means an individual who is the subject of Personal Information.

“**Personal Information**” means any information Submittable Processes on behalf of Customer under or in connection with the TOS that identifies or relates to an individual who can be identified directly or indirectly from that data alone or in combination with other information in Submittable’s possession or control.

“**Privacy and Data Protection Requirements**” means, only to the extent applicable, the Gramm-Leach-Bliley Act (“**GLBA**”); the EU Data Protection Directive 95/46/EC (the “**Directive**”), EU General Data Protection Regulation 2016/679 (“**GDPR**”), the implementing acts of the foregoing by the Member States of the European Union; the UK Data Protection Act of 2018 and the UK General Data Protection Regulation; the Family Educational Rights and Privacy Act, 20 USC 1232g and its implementing regulations (“**FERPA**”); the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103 and its implementing regulations (“**HIPAA**”); the Payment Card Industry Data Security Standards (“**PCI-DSS**”); and the California Consumer Privacy Act of 2018 and its implementing regulations (“**CCPA**”).

“**Processing, Processes, or Process**” means any activity performed on Personal Information including collecting, obtaining, recording, or holding the data, or carrying out any operation or set of operations on the data.

“**Processor**” has the same meaning given to the term in the GDPR.

“**Security Breach**” means a breach of security leading to the accidental or unlawful destruction, loss of, alteration, or unauthorized access, disclosure, or acquisition of Personal Information transmitted, stored, or otherwise Processed.

“**Service Provider**” has the same meaning given to the term in the CCPA.

“**Standard Contractual Clauses**” means the clauses annexed to the EU Commission Implementing Decision 2021/914 of June 4, 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (OJ L 199, 7.6.2021, p. 31-61), as amended from time to time.

“**Sub-processor**” means any third-party engaged by Submittable, or by a Submittable Sub-processor to Process Personal Information under the Services.

“**Supervisory Authority**” means an independent public authority which is established by an EU Member State pursuant to the GDPR.

“**UK Standard Contractual Clauses**” means the addendum to the Standard Contractual Clauses issued by the UK Information Commissioner under Section 119A(1) of the UK Data Protection Act 2018 (version B1.0, in force March 21, 2022).

2. Conflicts. In the case of conflict or ambiguity between the terms of this DPA and the provisions of the TOS, the provisions of this DPA will prevail.

3. Personal Information Types; Processing Purposes; General Obligations.

- 3.1. Submittable shall comply with all Privacy and Data Protection Requirements applicable to Submittable's provision of the Services, including as a Processor under the GDPR and Service Provider under the CCPA.
- 3.2. Customer shall comply with all Privacy and Data Protection Requirements applicable to Customer's use of the Services, Customer's transfer of Personal Information to Submittable, and for the Processing instructions it gives to Submittable. As the Business and Controller of Personal Information, Customer shall have sole responsibility for the accuracy, quality, and legality of such instructions pertaining to Personal Information collected and stored in regards to all End Users and the means by which Customer acquires Personal Information, including any applicable requirement to provide notice to Data Subjects of the use of Submittable as a Processor.
- 3.3. Appendix 1 describes the general categories, subject-matter, duration, nature, purpose, type, and categories of Processing, the types of Personal Information involved in the Processing, and the Data Subject types Submittable may use or Process to fulfill the Business Purpose.

4. Submittable's Obligations.

- 4.1. Submittable will only Process the Personal Information to the extent, and in such a manner, as is necessary:
 - 4.1.1. for the Business Purpose and in accordance with Customer's reasonable and lawful written instructions, where such instructions are consistent with the terms of the TOS and this DPA;
 - 4.1.2. to respond to a Data Subject Request when exercising his or her rights under the GDPR, CCPA, or other Privacy and Data Protection Requirements that grant similar rights as permitted by this DPA;
 - 4.1.3. to comply with applicable law; or
 - 4.1.4. as authorized in writing or appropriate electronic consent by Customer or the Data Subject.
- 4.2. Submittable will reasonably assist Customer with meeting Customer's compliance obligations under the Privacy and Data Protection Requirements, taking into account the nature and scope of the Processing and the Personal Information available to Submittable.

5. Submittable's Employees. Submittable will limit Personal Information access to personnel who require Personal Information access to meet Submittable's obligations under this DPA and the TOS. Submittable will ensure that all employees: (1) are informed of the Personal Information's confidential nature and use restrictions; and (2) are subject to a contractual or statutory obligation of confidentiality.

6. Sub-processors.

- 6.1. Submittable may only use a Sub-processor to Process Personal Information if:
 - 6.1.1. Submittable or a Submittable Affiliate has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this DPA with respect to the protection of Personal Information to the extent applicable to the nature of the services provided by such Sub-processor; and
 - 6.1.2. Submittable remains liable for breaches of this DPA caused by its Sub-processor's acts and omissions.
- 6.2. Customer grants Submittable the general written authorization to engage all the Sub-processors found at <https://submittable.com/subprocessors>. Customer agrees and acknowledges Submittable's current Sub-processors are authorized to Process Personal Information as set forth in this DPA. Submittable shall update the list of Sub-processors with the identities of those Sub-processors and their country of location on its website at: <https://www.submittable.com/subprocessors> ("**Updated Sub-processor List**").
- 6.3. Customer may object to Submittable's use of a new Sub-processor by notifying Submittable in writing within ten (10) business days after such Sub-processor is added to the Updated Sub-processor List, provided Customer's objection is based on a commercially reasonable and objective belief that such Sub-processor is not qualified to Process Personal Information. In the event Customer objects to a new Sub-processor, Submittable will notify Customer within sixty (60) days if another Sub-processor is

available for performing the objected to Sub-processors' duties. In the interim, provided Customer refuses to allow such new objected to Sub-processor to Process Personal Information, or if Submittable is unable to make available another Sub-processor, either Party may terminate the applicable Order Form in part or entirely by providing written notice to the other Party.

7. Authorized Affiliates.

- 7.1. All access to and use of the Services by Authorized Affiliates must comply with the TOS and this DPA, and any violation of the TOS or this DPA by an Authorized Affiliate shall be deemed a violation by Customer.
- 7.2. Where an Authorized Affiliate becomes subject to this DPA with Submittable, it shall, to the extent required under applicable Privacy and Data Protection Requirements, be entitled to exercise the rights and seek remedies under this DPA, subject to the following:
 - 7.2.1. except where applicable Privacy and Data Protection Requirements require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against Submittable directly by itself, the Parties agree that (i) Customer shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate; and (ii) Customer shall exercise any such rights under this DPA not separately for each Authorized Affiliate individually but in a combined manner for all of its Authorized Affiliates together; and
 - 7.2.2. Customer shall, when carrying out any audit of the procedures relevant to the protection of Personal Information, take all reasonable measures to limit any impact on Submittable and its Sub-Processors by combining, to the extent reasonably possible, several audit requests carried out on behalf of different Authorized Affiliates into one single audit.

8. Security.

- 8.1. Submittable shall implement appropriate administrative, physical and technical safeguards and measures designed to safeguard Personal Information against unauthorized or unlawful Processing, access, disclosure, loss, misuse, copying, modification, storage, reproduction, display, or distribution, and against accidental loss, disclosure, misuse, destruction, or damage including, but not limited to, the security measures set out in Appendix 2. Submittable must document those measures in writing and periodically review them, at least annually, to ensure they remain current and complete.
- 8.2. All electronic transmission of Personal Information by a Party shall be performed in a secure and encrypted manner. All data transmissions between the Parties shall include detailed audit logs of all Personal Information transfer events.

9. Security Breaches and Personal Information Loss.

- 9.1. Submittable will promptly notify Customer if it becomes aware of a Security Breach.
- 9.2. Immediately following any Security Breach, the Parties will coordinate with each other to investigate the matter. Submittable will reasonably cooperate with Customer in Customer's handling of the matter, including:
 - 9.2.1. taking such appropriate actions as may be necessary to preserve forensic evidence and to limit, stop, or otherwise remedy the Security Breach;
 - 9.2.2. assisting with the investigation; and
 - 9.2.3. making available relevant information, records, data reporting, and other materials required to comply with Privacy and Data Protection Requirements. All information provided to Customer under this Section may be redacted or compiled in a new format as reasonably necessary to minimize any risk to, or compromise of, Submittable's security or the confidentiality of any third-party confidential information, provided that such removal or compilation in a new format does not prevent Customer from understanding the substance of the materials.
- 9.3. Unless applicable law requires otherwise, or any notice which Submittable deems necessary or appropriate and which does not include any reference to Customer, Submittable agrees that Customer has the sole right to determine: (1) whether to provide notice of the Security Breach to any Data Subjects, regulators, Supervisory Authority, law enforcement agencies, or others, as required by applicable law or in Customer's discretion, including the contents and delivery method of the notice; and (2) whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.

- 9.4. Subject to any limitations in the TOS, Submittable will cover all reasonable expenses associated with the performance of the obligations under Section 9.2 and Section 9.3, unless the matter arose from (a) Customer's specific instructions; (b) any negligence, willful default, or breach of this DPA or the TOS by Customer, or any employee, agent, contractor, representative, or Authorized Affiliate of Customer; (c) any breach or unauthorized access of the system, server(s), network(s), website(s), information, data, or records of Customer which were not in the possession or control of Submittable or its Sub-processors; or (d) any Security Breach which originated with, was caused by, or resulted from any Customer owned and operated server, website, system, software, or network, which were not the result of any actions or inactions of Submittable or its Sub-processors, which in any of the foregoing cases Customer will cover all reasonable expenses.
- 9.5. In the event of a Security Breach, each Party shall use reasonable efforts in good faith to mitigate any reputational and brand damage to the other affected Party.

10. Cross-Border Transfers of Personal Information.

- 10.1. For purposes of the GDPR, the Parties acknowledge and agree that with regard to the Processing of Personal Information, Customer is the Controller and Submittable is a Processor.
- 10.2. If the Privacy and Data Protection Requirements restrict cross-border Personal Information transfers, Customer will only transfer or cause to be transferred that Personal Information to Submittable under the following conditions:
- 10.2.1. Submittable, either through its location or participation in a valid cross-border transfer mechanism under the Privacy and Data Protection Requirements, may legally receive that Personal Information;
 - 10.2.2. Customer obtained valid Data Subject consent to the transfer under the Privacy and Data Protection Requirements; or
 - 10.2.3. the transfer otherwise complies with the Privacy and Data Protection Requirements.
- 10.3. Transfers out of the EEA or Switzerland. By signing this DPA, the Parties conclude Module 2 (controller-to-processor) of the Standard Contractual Clauses for personal data that is transferred outside of the EEA or Switzerland, which are hereby incorporated into this DPA and completed as follows: the "data exporter" is Customer; the "data importer" is Submittable; the optional docking clause in Clause 7 is implemented; Clause 9(a) Option 1 is struck and Option 2 is kept; in Clause 11 the optional language is struck; in Clause 17 and 18, the Governing law and the competent courts are those of the data exporter; Annex 1, 2, and 3 to Module 2 of the Standard Contractual Clauses are Appendix 1 to this DPA.
- 10.4. Transfers out of the United Kingdom. By signing this DPA, the Parties conclude the UK Standard Contractual Clauses for Personal Data that is transferred outside of the United Kingdom, which are hereby incorporated into this DPA and completed as follows: the "data exporter" is Customer; the "data importer" is Submittable; the governing law in Clause 9 and Clause 11.3 of the UK Standard Contractual Clauses is the law of England and Wales; Appendix 1 to this DPA contain the information for Appendix 1 to the UK Standard Contractual Clauses, respectively; and the optional indemnification clause is struck. In addition, the following changes apply: (i) references to Data Protection Law are replaced with references to applicable UK data protection law, (ii) references to the EU or Member States are replaced with references to the United Kingdom, (iii) references to EU authorities are replaced with references to the competent UK authorities.
- 10.5. Subject to the terms of this DPA, Submittable makes available the transfer mechanisms listed on Appendix 1 to any transfers of Personal Information under this DPA from the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom to countries or territories which do not ensure an adequate level of data protection within the meaning of Privacy and Data Protection Requirements of the foregoing territories, to the extent such transfers are subject to such Privacy and Data Protection Requirements.
- 10.6. The Standard Contractual Clauses and the additional terms specified in this Section apply to (a) the legal entity that has executed the Standard Contractual Clauses as a data exporter; and (b) all Affiliates of Customer established within the European Economic Area, Switzerland, and the United Kingdom, which have signed Order Form(s) for the Services. For the purpose of the Standard Contractual Clauses and this Section, the aforementioned entities shall be deemed "data exporters".
- 10.7. This DPA and the TOS are Customer's instructions at the time of signature of the TOS to Submittable for the Processing of Personal Information.

- 10.8. The Parties agree that any copies of the Sub-processor agreements that must be sent by Submittable to Customer may have all commercial information, or clauses unrelated to the Standard Contractual Clauses or their equivalent, removed by Submittable beforehand; and, that such copies will be provided by Submittable only upon reasonable request by Customer where such request is based on legitimate business reasons.

11. Complaints, Data Subject Requests, and Third Party Rights.

- 11.1. Submittable shall, to the extent legally permitted, promptly notify Customer if it receives any complaint, notice, or communication that directly or indirectly relates to the Personal Information Processing or to either Party's compliance with the Privacy and Data Protection Requirements.
- 11.2. Submittable shall, to the extent legally permitted, promptly notify Customer if Submittable receives a request from a Data Subject to exercise one or more of its rights under the Privacy and Data Protection Requirements for which Submittable is a Processor ("**Data Subject Request**"). Customer is fully responsible for responding to Data Subject Requests. Taking into account the nature of the Processing, Submittable shall assist Customer by providing measures, insofar as is possible, for the fulfillment of Customer's obligation to respond to a Data Subject Request under Privacy and Data Protection Requirements. In addition, to the extent Customer, in its use of the Services, directs Submittable to respond to a Data Subject Request, Submittable shall, upon Customer's request, provide commercially reasonable efforts to assist Customer in doing so, to the extent Submittable is legally permitted to do so and the response to such Data Subject Request is required under Privacy and Data Protection Requirements. If Submittable will incur costs beyond those associated with routine business or technical processes, Customer agrees to pay such costs.
- 11.3. Submittable shall not disclose Personal Information to any Data Subject or to a third-party unless the disclosure is either at Customer's request or instruction, permitted by this DPA or is otherwise required by law.
- 11.4. If a law requires Submittable to Process or disclose Personal Information, Submittable must first inform Customer of the legal requirement and give Customer an opportunity to object or challenge the requirement, unless the law prohibits such notice.

12. Records.

- 12.1. Submittable will keep accurate records regarding any Processing of Personal Information, including but not limited to, the access, control, and security of the Personal Information, approved Sub-processors, the Processing purposes, and any other records required by the applicable Privacy and Data Protection Requirements (the "**Records**").
- 12.2. Submittable shall annually cause a reputable independent third-party audit firm to conduct SOC 2 audits of Submittable ("**Submittable Audit Report**"). The Submittable Audit Report will address the control procedures used by Submittable at the Services locations. Upon Customer's advance written request, and no more frequently than once per 12-month period, Submittable will provide Customer with access, on a confidential need-to-know basis, a redacted version of the Submittable Audit Report so that Customer can reasonably verify Submittable's compliance with its security obligations under the TOS or this DPA. Submittable will make good faith, commercially reasonable efforts to promptly remediate: (1) any errors identified in a Submittable Audit Report that could reasonably be expected to have an adverse impact on Customer's use of the Services as set forth in the TOS; and (2) material deficiencies identified in a Submittable Audit Report. During the Term, unless a Security Breach has occurred, Customer agrees that the Submittable Audit Report shall constitute sufficient assurance regarding the adequacy of Submittable's data security and data privacy controls.
- 12.3. The Parties agree that the audits described in the Standard Contractual Clauses and the UK Standard Contractual Clauses shall be carried out in accordance with the following specifications:
- 12.3.1. upon Customer's reasonable request, and subject to the confidentiality obligations set forth in the TOS, Submittable shall make available to Customer (or Customer's independent, third-party auditor that is not a competitor of Submittable and that has signed nondisclosure agreement reasonably acceptable to Submittable) information regarding Submittable's compliance with the obligations set forth in this DPA;
- 12.3.2. following any notice by Submittable to Customer of a Security Breach or unauthorized disclosure of Personal Information, upon Customer's reasonable belief that Submittable is in breach of its obligations in respect of protection of Personal Information under this DPA, or if

such audit is required by Customer's Supervisory Authority, Customer may contact Submittable in accordance with the "Notice" Section of this DPA to request an audit at Submittable's premises of the procedures relevant to the protection of Personal Information;

- 12.3.3. any such request shall occur no more than once annually, unless the audit is required by applicable law or a Supervisory Authority;
- 12.3.4. each Party shall bear its own audit costs and expenses;
- 12.3.5. before the commencement of any such on-site audit, Customer and Submittable shall mutually agree upon the scope, timing, and duration of the audit; and
- 12.3.6. Customer shall promptly notify Submittable with information regarding any non-compliance discovered during the course of an audit.

13. Scope Modifications. In the event a Party's compliance with Privacy and Data Protection Requirements requires the imposition of different or additional contractual obligations under this DPA, both Parties shall in good faith seek to amend this DPA in order to address the requirements under Privacy and Data Protection Requirements. In the event the Parties fail to reach an agreement on an amendment to this DPA, Submittable may unilaterally amend this DPA to conform to the minimum additional requirements imposed by any Privacy and Data Protection Requirement without notice to Customer and without Customer's consent.

14. Term and Termination.

- 14.1. This DPA will remain in full force and effect so long as: (1) the TOS remains in effect; or (2) Submittable retains any Personal Information related to the TOS in its possession or control (the "**DPA Term**").
- 14.2. Any provision of this DPA that expressly or by implication should come into or continue in force on or after the termination of the TOS or this DPA in order to protect Personal Information will remain in full force and effect.

15. Data Return and Destruction.

- 15.1. During the TOS Term and for thirty (30) days after, at Customer's request, and as applicable law allows, Submittable shall allow Customer to download from the Services all or part of Customer's Personal Information in its possession or control.
- 15.2. Subject to the preceding paragraph, on termination of the TOS for any reason or expiration of its Term, Submittable will destroy or, if directed in writing by Customer, return and not retain, all or any Personal Information related to the TOS in its possession or control, except for one (1) copy that it may retain offline in backup storage for only the period of time required by tax, audit, compliance, or other legally mandated functions, and for which Submittable has obtained an appropriate electronic consent by the End User who owns the Personal Information allowing Submittable to retain such Personal Information.
- 15.3. If any law, regulation, or government or regulatory body requires Submittable to retain any documents or materials that Submittable would otherwise be required to return or destroy, it will notify Customer in writing of that retention requirement, giving details of the documents or materials that it must retain, the legal basis for retention, and establishing a specific timeline for destruction once the retention requirement ends. Submittable may only use this retained Personal Information for the required retention reason or audit purposes.
- 15.4. On written request, Submittable will certify in writing that it has logically destroyed the Personal Information within thirty (30) after it completes its destruction obligations under this DPA.

Appendix 1

Personal Information Processing Purposes and Details

1. LIST OF PARTIES

1.1. Data exporter:

- Name: As set forth in the Order Form, or as otherwise specified by Customer to Submittable in writing
- Address: As set forth in the Order Form, or as otherwise specified by Customer to Submittable in writing
- Contact person's name, position and contact details: As set forth in the Order Form, or as otherwise specified by Customer to Submittable in writing
- Activities relevant to the data transferred: to provide the Services pursuant to the TOS
- Signature and date: [Complete]
- Role (Controller/Processor): Controller

1.2. Data importer:

- Name: Submittable Holdings, Inc.
- Address: 101 E. Front St, Suite #500, Missoula, MT 59802
- Joe Silver, CFO: +1 (406) 578-1071; privacy@submittable.com
- Activities relevant to the data transferred: to provide the Services pursuant to the TOS
- Signature and date: [Complete]
- Role (Controller/Processor): Processor

2. DESCRIPTION OF TRANSFER

2.1. Categories of Data Subjects whose Personal Data is transferred: Customer, Customer's Authorized Affiliates, Customer's Authorized Users, and End Users

2.2. Categories of Personal Data transferred:

- First and last name
- Contact information (email, phone, physical address)
- ID data, including, but not limited to, data imported by the End User or Authorized User which may include first name, last name, email address, and the data importer's chosen password
- Professional life data, including, but not limited to, data imported by End User or Authorized User which may include information provided by the End User or Authorized User in response to Customers' call for submissions through Submittable's platform
- Personal life data, including, but not limited to, data imported by End User or Authorized User which may include information provided by the End User or Authorized User in response to Customer's call for submissions through Submittable's platform
- Connection data including IP addresses associated with logins
- Personal Information which may reveal racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the Processing of data concerning health or sex life
- Metadata about data submitted
- Additionally, an End User or Authorized User may submit special categories of data to the Services, the extent of which is determined and controlled by the data importer in its sole discretion
- Any other data as directed by Customer

2.3. Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record

of access to the data, restrictions for onward transfers or additional security measures: [Complete if applicable]

- 2.4. The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis): Continuous
- 2.5. Nature of the Processing: The subject matter of the data processing, including the processing operations carried out by Submittable on behalf of Customer and Customer's data processing instructions for Submittable, will be described in the TOS and each Order Form.
- 2.6. Purpose(s) of the data transfer and further Processing: to provide the Services pursuant to the TOS
- 2.7. The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period: Duration of Customer's engagement of Submittable and until all Personal Information is deleted or returned to Customer
- 2.8. For transfers to Sub-processors, the subject matter, nature and duration of the Processing: to provide the Services pursuant to the TOS

3. COMPETENT SUPERVISORY AUTHORITY

- 3.1. As determined by Customer

Appendix 2 Security Measures

1. ORGANIZATIONAL MEASURES.

- 1.1. Submittable has appointed one or more security officers responsible for coordinating and monitoring the security rules and procedures.
- 1.2. Submittable personnel with access to Personal Information are subject to confidentiality obligations.
- 1.3. Submittable has performed a risk assessment before Processing Personal Information.
- 1.4. Submittable has implemented and will maintain an information security program that establishes roles and responsibilities for information security, and supports the confidentiality, integrity, and availability of information systems operated by Submittable and its Subcontractors.
- 1.5. Submittable has implemented and will maintain information security policies that define requirements for acceptable use, access control, application, and system development, passwords, remote access, information classification, operational security, workstation security, network security, media handling and disposal, mobile computing, and physical security.
- 1.6. Submittable has implemented and will maintain a governance framework with supporting risk management policies that enables risk identification, analysis, and mitigation.
- 1.7. Submittable conducts data security training upon hiring and annually for all employees.

2. PHYSICAL ACCESS CONTROLS

- 2.1. Entries for secure areas are controlled by security personnel, identification badges, and/or electronic key cards.
- 2.2. All physical access is logged.
- 2.3. Physical access logs are reviewed quarterly for unusual activity.

3. SYSTEM ACCESS CONTROLS.

- 3.1. System access is based on the principle of least privilege, i.e., Submittable restricts access to Personal Information to only those individuals who require such access to perform their job function.
- 3.2. System access is revoked immediately upon employment termination or other change resulting in an individual no longer needing such access.
- 3.3. Management conducts quarterly review of accounts, system access, and permission levels.

4. DATA ACCESS CONTROLS

- 4.1. Data access is based on the principle of least privilege, i.e., Submittable restricts access to Personal Information to only those individuals who require such access to perform their job function.
- 4.2. Data access, including access to Personal Information, is revoked immediately upon employment termination or other change resulting in an individual no longer needing such access.
- 4.3. Management reviews access to Personal Information, on a monthly basis.
- 4.4. Submittable uses industry standard practices to identify and authenticate users who attempt to access information systems.
- 4.5. Submittable employees may not store Personal Information on a personally owned device.
- 4.6. Submittable classifies Personal Information to allow for appropriate access restrictions.
- 4.7. Submittable has implemented an anti-virus solution that shall be kept up to date to protect against viruses and other malicious code.
- 4.8. Submittable maintains a policy for recording Security Breaches where such records include a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data.

5. TRANSMISSION CONTROLS

- 5.1. All databases can only be accessed by Submittable's private subnet.

5.2. Customers and End Users access Submittable accounts over HTTPS.

6. DATA BACKUPS

- 6.1. All production databases are housed in Amazon Web Services RDS (Relational Database Services) and Azure Database.
- 6.2. Automated daily backups are enabled on all database instances.
- 6.3. Encryption is enabled on all databases.
- 6.4. Retention time for database backups is set to the maximum allowable.
- 6.5. Only database administrators have access to initiate backups or restores.
- 6.6. Only database administrators may modify backup or restoration configurations.
- 6.7. Submittable retains its security documents pursuant to its retention requirements after they are no longer in effect.

7. DATA SEGREGATION

- 7.1. All data is stored in a multi-tenant relational database with logical separations.
- 7.2. Tenant data is separated using foreign keys and application logic.

8. ADDITIONAL GENERAL SAFEGUARDS

- 8.1. Submittable does not store any Personal Information on removable devices or removable media.
- 8.2. All Personal Information is encrypted while being transmitted between networks (including e-mail), whether public or private.
- 8.3. All backups of Personal Information is encrypted.
- 8.4. Software firewalls are installed on all laptops and other devices containing Personal Information if connected to public networks or unsecure private networks.
- 8.5. Background checks are performed on all newly hired personnel and Subcontractors with access to Personal Information.
- 8.6. Prior to loading any Personal Information onto any application that is Internet facing, application vulnerability testing is performed and any findings are appropriately remediated.
- 8.7. Security tools required by this DPA, such as encryption tools, are monitored to determine whether they are installed, updated, and active.
- 8.8. Security-related patches are applied in a timely manner in relation to the criticality of the patch, but not later than 10 days after the date such patches become available to Licensor for critical patches and 30 days for other patches.

9. ADDITIONAL SAFEGUARDS THAT APPLY TO LAPTOPS ACCESSING PERSONAL INFORMATION.

- 9.1. Anti-virus and anti-spyware software are installed and are updated in a timely manner (but not less than weekly).
- 9.2. All data stored on a laptop are securely erased prior to disposal, reuse, resale or return to a vendor at end of a lease.
- 9.3. Laptops are physically secured when unattended.
- 9.4. All laptops use a standard configuration that requires the screensaver to activate after not more than 10 minutes of inactivity and requires entry of the user's password to unlock the laptop.
- 9.5. Laptops use log-in passwords that are at least 8 characters in length.
- 9.6. Laptops lock out after not more than 10 invalid login attempts.
- 9.7. Users do not share passwords required to log in to laptops with unauthorized users of the laptops.

10. ADDITIONAL SAFEGUARDS THAT APPLY TO ALL OTHER DEVICES.

- 10.1. Devices with access to Personal Information require the use of a password/PIN to unlock the device.

- 10.2. Devices with access to Personal Information lock after a period of inactivity of not more than 3 minutes, requiring that the log-in password/PIN be entered to unlock the device.
- 10.3. Submittable owned devices are securely erased prior to disposal, reuse, resale or return to a vendor at end of a lease.
- 10.4. Users do not share passwords/PINs for any device used to access Personal Information.

EXHIBIT C
EXAMPLE AUTOMATED EMAIL

Your Submission has been received  Inbox x



Submittable Notifications <notifications@email.submittable.com>
to me ▾

Apr 7, 2022, 10:07 AM



Submittable 

Hi **Submitter's Name**

Thank you for your interest in **Customer's Form**. We have received your submission and look forward to reviewing it.

Thanks!

- **Customer's POC**

Please do not reply to this email. If you have questions about your submission, please contact the organization directly. Submittable is not involved in the decision-making process of organizations using our platform.

Sent by [Submittable](#).

111 Higgins Ave #300, Missoula, MT 59802

[Help Center](#) | [Terms and Conditions](#) | [Contact Us](#)

EXHIBIT D

FUNDS DISTRIBUTION ADDENDUM

This Funds Distribution Addendum (the “**Addendum**”) sets out the additional terms, requirements, and conditions under which Submittable will manage the process of distributing Customer funds to a Recipient (as defined below). This Addendum only applies if Submittable is providing Customer with funds distribution management services. Capitalized terms not otherwise defined shall have the meaning given to them in the TOS. Except as modified below, the terms of the TOS shall remain in full force and effect.

1. Additional Definitions.

“**ACH**” means the Automated Clearinghouse system governed by the National Automated Clearinghouse Association.

“**Distribution Services**” means Submittable’s service in managing the distribution of funds from Customer to Recipients through Processor according to the Program Requirements.

“**Network**” means (i) Visa, Mastercard, American Express, Discover, or other payment card network; (ii) the National Automated Clearinghouse Association; or (iii) any other applicable payments network.

“**Payment Method**” means the deposit account (or such other payment method, if approved by Processor) designated by Customer for use in funding the Processor Account to make payments to Recipients through the Distribution Services.

“**Processor**” means the payment services provider Submittable has engaged in connection with this Addendum, which Submittable may change from time to time and in its sole discretion.

“**Processor Account**” means the account or accounts held at or by Processor for the purpose of receiving and distributing Customer funds to Recipients.

“**Processor Platform**” means the website, software interface, or other technology platform Processor employs to process payment transactions.

“**Processor Terms**” means any terms of service or agreements which Processor may require Customer or a Recipient to execute to send or receive funds through Processor.

“**Program Requirements**” means Customer’s instructions and requirements to Submittable for the Distribution Services, as set forth in any applicable statement of work.

“**Recipient**” means an End User to which Customer has requested funds be distributed through Processor using the Distribution Services.

“**Restricted Business List**” means the list of businesses to which Processor prohibits payment, as it may be updated from time to time.

2. Use of Distribution Services. Subject to the terms of this Addendum and the TOS, Submittable shall provide Customer with the Distribution Services, including directing the distribution of funds to Recipients on Customer’s behalf and according to the Program Requirements.

3. Funding. To use the Distribution Services to make payments to Recipients, Customer must provide or make funds available to Processor for distribution from the Processor Account. As required by Processor, Customer agrees to fund payments by either:

3.1. Pre-Funding: Customer will initiate payment to the Processor Account in such amounts as Processor may require. Thereafter, Processor shall distribute funds to Recipients from the Processor Account based on payment instructions from Submittable.

3.2. Periodic Funding: Customer authorizes Processor to debit the Payment Method in the amount of funds required to fulfill all payment instructions received from Submittable during a specified period (e.g., daily, weekly etc.). Thereafter, Processor shall distribute the funds to Recipients from the Processor Account based on the instructions from Submittable.

4. Minimum Balance. Customer agrees that it shall make or authorize periodic payments to the Processor Account in amounts equal to or in excess of the aggregate payments to Recipients requested by Submittable on Customer’s behalf. Customer acknowledges and agrees that under no circumstances shall Submittable or Processor be obligated to perform any transaction for which there are insufficient funds in the Processor Account. If any transaction is rejected for insufficient funds, Customer shall be liable to Submittable and Processor for any non-sufficient funds (“NSF”) fee either may incur.

5. Authorization. Customer hereby authorizes Processor to debit the Payment Method, including by ACH as applicable, (i) to collect any NSF fees owed to Processor; and (ii) in connection with funding payments to Recipients through Periodic Funding. Such authorization shall remain in full force and effect until thirty (30) days after Submittable receives written notification from Customer of termination of this authorization, by email to corporate@submittable.com. Submittable reserves the right to terminate or suspend the Distribution Services at any time that Customer fails to provide an active Payment Method and debit authorization.
6. Onboarding. Customer acknowledges and agrees that (i) it may be required to execute any Processor Terms or complete any other steps necessary to onboard with Processor prior to Submittable submitting any payment instructions to Processor on Customer's behalf; and (ii) Recipients will be required execute any Processor Terms, establish an account with Processor, and provide Processor with all banking and other information necessary to transmit payment prior to receiving any funds through the Distribution Services. Submittable shall have no liability in connection with Customer's or a Recipient's failure to complete onboarding and execute any required Processor Terms.
7. Custody of Funds. Customer acknowledges and agrees that (i) Submittable is not a bank or other financial services provider; and (ii) under no circumstances will Submittable take custody of, have control over, or maintain in its own accounts any Customer funds intended for payment to a Recipient. Submittable's role is limited to submitting payment instructions to Processor on Customer's behalf and all funds provided to Processor by Customer or debited from Customer's Payment Method will remain in Processor's custody and control until they are distributed to Recipients.
8. Return of Funds. At Customer's instruction, Submittable will request a return of funds from the Processor Account. Customer acknowledges and agrees that Processor is solely responsible for returning any funds previously received from Customer. In addition, Customer acknowledges and agrees that Processor, in its sole discretion, will determine whether any funds pending distribution or previously distributed to Recipients are available for return to Customer. If funds cannot be recovered from Recipients by Processor, Customer is solely responsible for the collection of such funds from Recipients.
9. Program Requirements. Recipients will submit applications for funds via Submittable's Services. Submittable shall review applications on Customer's behalf and submit payment instructions to Processor to distribute funds from the Processor Account to each eligible Recipient, all in accordance with the Program Requirements.
10. Representations and Warranties. In using the Distribution Services, Customer represents and warrants that:
 - 10.1. Payment of funds to each Recipient shall be made only in connection with a successful application, entry, or submission through Submittable's Services by or on behalf of such Recipient and Customer shall not use the Distribution Services in connection with any other type of payment transaction, including but not limited to bill payment or payroll processing;
 - 10.2. The Program Requirements, including for review of any application, entry, or submission by or on behalf of a Recipient and for distribution of funds to Recipients, comply with all applicable laws;
 - 10.3. Customer will require Recipients to provide accurate and complete information, including banking and financial information, to Submittable and Processor (as applicable), and to authorize Processor to transmit payment to Recipient's designated account;
 - 10.4. Customer's use of the Distribution Services and Recipient's receipt of and use of funds does not represent or result in a violation of (i) applicable laws, including, but not limited to, U.S. economic sanctions laws, the U.S. Foreign Corrupt Practices Act, or other applicable domestic or foreign anti-corruption or anti-money laundering laws; or (ii) any Network rules;
 - 10.5. If Customer's use of the Distribution Services results in the distribution of any funds allocated or provided by a federal or state governmental authority, such distribution complies with applicable federal or state law, and the programmatic requirements of the federal or state governmental authority; and
 - 10.6. Submittable and Processor are each authorized to verify the identity of each Recipient and that no Recipient is (i) listed on the List of Specially Designated Nationals or Blocked Persons maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control; (ii) engaged in whole or in part in a business listed on the Restricted Business List; or (iii) debarred or otherwise prohibited under federal or state law from receiving any funds distributed through the Distribution Services.
11. Additional Disclaimer. Customer acknowledges and agrees that Section 10.2 of the TOS applies to this Addendum and the Distribution Services.
12. Additional Limitation of Liability and Indemnification.

- 12.1. Limitation of Liability. Customer acknowledges and agrees that the provisions of Section 13 of the TOS shall apply to this Addendum and Customer's use of the Distribution Services as described herein. Without limiting the foregoing, Submittable shall have no liability for Losses of any kind incurred by Customer as a result of (i) Customer or any Recipients' failure to provide accurate and complete information to Submittable and Processor; (ii) Submittable's review of any application, entry, or submission by or on behalf of a Recipient or determination to distribute funds to any Recipient made in accordance with the Program Requirements; (iii) Customer's, Processor's, or any Recipient's fraud, negligence, willful misconduct, or violation of any applicable laws or Network rules; (v) Customer's or a Recipient's breach of any Processor Terms; or (vi) Customer's failure to fund the Processor Account.
- 12.2. Indemnification. Customer acknowledges and agrees that the provisions of Section 12.2 of the TOS shall apply to this Addendum and Customer's use of the Distribution Services as described herein. Without limiting the foregoing, Customer shall indemnify, hold harmless, and, at Submittable's option, defend Submittable from and against any Losses resulting from any Third-Party Claim based on (i) Customer's use of the Distribution Services; (ii) Customer's breach of this Addendum (iii) Customer's or any Recipient's breach of any Processor Terms; (iv) Customer's or any Recipient's fraud, negligence, willful misconduct, or violation of any applicable laws or Network rules; or (vi) Customer's failure to fund the Processor Account.

EXHIBIT E GIVE ADDENDUM

This Give Addendum (the “**Addendum**”) sets out the additional terms, requirements, and conditions under which Submittable will facilitate an employer customer’s ability to offer employee donation matching programs through a third-party 501(c)(3) public charity and its donor advised fund (“**Give**”). Give includes the portions of Submittable’s website and mobile app that Customer and Donors access to submit donation transactions. This Addendum applies only if Submittable is providing Customer Give services.

This Addendum represents a legal agreement between Submittable and Customer and by using or accessing Give, You accept and agree to the terms of this Addendum. In addition, Give is a Service, as defined in Submittable’s Customer Terms of Service (“**TOS**”), and is subject to the TOS as modified or updated by this Addendum. To the extent of any conflict between this Addendum and the TOS, this Addendum shall govern with regard to Customer’s use of Give. If You do not agree to be bound by this Agreement, You must discontinue Your use of Give immediately.

Capitalized terms used but not defined in this Addendum shall have the meaning assigned to them in the TOS.

1. “**Donor**” means Customer’s employees that Customer has approved to access and use Give.
2. **Donor Advised Fund:** Submittable provides administrative, support, and technical services to Able Impact Foundation, a third-party 501(c)(3) public charity and its donor advised fund (collectively referred to herein as the “**DAF**”). The DAF permits Donors to make recommendations for grants from the DAF to qualified charities recognized by the Internal Revenue Service (“**IRS**”) as described by section 501(c)(3) of the Internal Revenue Code (excluding private foundations) and schools recognized by the Department of Education National Center for Education Statistics (“**NCES**”). Through Give and Match, Submittable manages Donor contributions, matching employer contributions, and grant recommendations to the DAF.
3. **Donations and Grant Recommendations.** When You and a Donor make contributions through Give and Match, You and the Donor are making charitable gifts to the DAF and a donation transaction to the DAF is complete upon the DAF’s receipt of payment. “Able Impact Foundation” – the owner of the DAF – will appear on Your and Your Donors’ donation receipts as the recipient of the donation. As required by the IRS, the DAF shall have exclusive legal control over all donations it receives, which upon payment to the DAF, become assets of the DAF. To the fullest extent consistent with its exempt purposes and operation as a public charity, the DAF shall make grants to qualified charities as recommended by Donors at the time of their donation to the DAF, in the amounts of their contributions and Your corresponding matching contribution. Notwithstanding the foregoing, the DAF shall distribute funds, in amounts and to recipients, in its sole discretion, and has no obligation to distribute funds to any Donor’s recommended recipient. If the DAF determines not to distribute funds to the recommended recipient, for example as a result of its charitable tax exempt status having been revoked, the DAF will select a different recipient or may retain the funds for future distribution.
4. **Donation through Give.** Submittable will receive donation requests from Donors through Give. You agree to facilitate payment of each Donor’s donation to the DAF, directly or through Your third-party payroll processor. “Submittable fully intends to transfer all donated funds to the DAF at the time of a Donor’s donation. In the rare and unexpected event of technical difficulties, Submittable will expend all reasonable effort to transfer all donated funds to the DAF no later than 30 days after the end of the month in which the donations were made.”
5. **Matching Contributions.** You are responsible for making Your own matching contributions to the DAF based on any donation matching programs You offer to Donors from time to time and will make any such donations within 30 days after the end of the month in which Submittable reports the Donor’s corresponding donation.
6. **Administration Cost.** Customer understands that there are administrative costs, expenses and fees associated with maintaining Give and an administrative fee may be deducted from the amount of any grant the DAF makes to a charitable recipient.
7. **Donor Terms.** Customer acknowledges and agrees that to use Give, each Donor will be required to agree to Submittable’s Donor terms of use (“**Donor Terms**”). The Donor Terms will clarify that donations made

through Give are final, irrevocable and non-refundable. Donations are considered complete for purposes of Donor Terms as soon as the Donor submits the donation through Give.

8. **Taxes and Tax Deductibility of Transactions.** Customer will receive a receipt for donations stating that “no goods or services were provided in return for the contribution.” If You received any goods or services in connection with a Give transaction, the value of Your donation will be reduced by the value of the goods or services You received; please email info@ableimpactfoundation.org to request an adjusted receipt which reflects the value of Your contribution. Customer is responsible for all taxes, if any, associated with Give transactions, including donations and contributions. Customer is responsible for determining the tax deductibility of Its donations made through the Services.
9. **Disclaimer.** Customer acknowledges and agrees that:
 - 9.1. As between Submittable and Customer, Customer is responsible for transferring all funds for Donor donations to the DAF, based on the donations made by Donors through Give & Pay. Submittable shall not be liable for any delays, errors, or failures in donation processing based on the actions or omissions of any third party, including Customer or Customer’s payroll processor. Submittable assumes no responsibility or liability for the timeliness, accuracy, deletion, or mis-delivery of, or the failure to store, any Give content, user information, settings, or communications tools. Customer bears all such risks.
 - 9.2. (i) Submittable is not a bank or other financial services provider and is not engaged in the business of receiving funds for transmission; (ii) apart from submitting Donor donation information to Customer, Submittable is not responsible for processing donation payments; and (iii) under no circumstances will Submittable take custody of, have control over, or maintain in its own accounts any Customer or Donor funds intended for payment to the DAF or any other party.
10. **Limitation of Liability.** In addition to the limitations set forth in TOS Section 13, to the greatest extent allowed by law, Customer agrees that Submittable is not responsible in any way for the acts or omissions of third parties, including (i) offers made by third parties through the Give portion of the Services; (ii) any third-party charitable offers that may turn out to be fraudulent, irresponsible, or otherwise advertised in bad faith; and (iii) any issues arising under Customer’s agreements, terms, or employment relationships with Donors.
11. **Indemnification.** Customer acknowledges and agrees that the provisions of Section 12.2 of the TOS shall apply to this Addendum and Customer’s use of Give as described herein. Without limiting the foregoing, Customer shall indemnify, hold harmless, and, at Submittable’s option, defend Submittable from and against any Losses resulting from any Third-Party Claim based on (i) Customer’s use of Give; (ii) Customer’s breach of this Addendum, including Customer’s failure to facilitate the transfer of donation funds to the DAF; (iii) Customer’s breach of any agreement or terms with Donors; or (iv) Customer’s fraud, negligence, willful misconduct, or violation of any applicable laws.



Order Form

Order For: Kane County Government, Geneva, IL
("Customer")

Offer Expires On: 9/6/2024

Order ID: Q-36701

Contact: Suzanne Fahnestock
KC ARP Program Manager
fahnestocksuzanne@kanecountyil.gov

Billing Frequency: Annual

Payment Terms: Net 30

Bill To: Kane County Government, Geneva, IL
719 S Batavia Ave
Geneva, IL 60134
United States

Ship To: Kane County Government, Geneva, IL
719 S Batavia Ave
Geneva, IL 60134
United States

Invoice Email: smithjennifer@co.kane.il.us

Account Executive: Isabella Starkweather

Subscription Dates: 9/29/2024 - 9/28/2025

Submittable Subscription

Start Date	End Date	Item	Quantity	Discount %	Item Total
9/29/2024	9/28/2025	Professional Package	1	23.00	
9/29/2024	9/28/2025	Team Seats	10	23.00	
9/29/2024	9/28/2025	Additional Team Seats	20	23.00	
9/29/2024	9/28/2025	API Access	1	23.00	
9/29/2024	9/28/2025	Included Submissions	1,000	23.00	
9/29/2024	9/28/2025	Gold Support	1	23.00	
9/29/2024	9/28/2025	Multiround Reviewing	1	23.00	
9/29/2024	9/28/2025	Additional Forms	1	23.00	
9/29/2024	9/28/2025	Advanced Reporting	1	23.00	
9/29/2024	9/28/2025	Funds Tracking	1	23.00	
9/29/2024	9/28/2025	Charity Check	1	23.00	
9/29/2024	9/28/2025	DocuSign Integration	1	23.00	
9/29/2024	9/28/2025	Collaborative Drafts	1	23.00	
9/29/2024	9/28/2025	Gallery View	1	23.00	

Submittable

Start Date	End Date	Item	Quantity	Discount %	Item Total
9/29/2024	9/28/2025	Impact Reporting	1	23.00	
Submittable Subscription Total:					\$23,196.25

Order Total in USD: \$23,196.25

By signing below, you acknowledge that you have read, understand, and agree to be bound by the attached contract and this Order Form on behalf of the person or entity identified in this Order Form and that you have the authority to bind such person or entity.

This is not an invoice - prices shown above do not include any taxes that may apply. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on this Order Form. Any such applicable taxes will be added at time of invoicing. **For tax exempt customers, please submit exemption certificates to accounting@submittable.com**

COUNTY OF KANE

Kane County
Finance Department
Kathleen Hopkinson
Executive Director



Kane County Government Center
Building A
719 Batavia Avenue
Geneva, Illinois 60134
(630) 208-5132
hopkinsonkathleen@kanecountyil.gov

Emergency Appropriation and/or Budget Transfer Request Form

Department Name	ARPA
Date	7/24/2024
Fund	355
Category (<i>Personnel Services, Contractual Services, Commodities, or Capital</i>)	Contractual Services
Increase or Decrease	N/A (Invoice Approval)
Amount	\$23,196

Requested Emergency Appropriation and/or Budget Transfer Description and Rationale (please also attach draft resolution)

The American Rescue Plan Program Presents the following invoice (Exhibit A) for Kane County American Rescue Plan Program administrative expenses for the Submittable Grant Program Management Portal Platform, submitted via the Kane County Information Technology Department (ITD), for approval by the County Board

Submitted by

Signature of Elected Official or Department Executive Director

Suzanne Fahnestock

ARPA Program Manager

Date: July 12, 2024

Category	Account	Approved Budget	Debit	Credit
Personnel Services				
Contractual Services	355.800.66871.50150	\$23,196	\$23,196	
Commodities				
Capital				
Contingency	355.800.668.85000	\$23,196		\$23,196

Reviewed by

Emergency Appropriation has been reviewed by Finance Department

Executive Director *Kathleen Hopkinson* Date 7-16-2024

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-24-2616

**AMENDING RESOLUTION 23-385 AUTHORIZING THE USE OF STATE AND
LOCAL FISCAL RECOVERY FUNDS TO FUND THE ACCESS CONTROL
PROGRAM FOR THE KANE COUNTY BUILDING MANAGEMENT
DEPARTMENT TO UPDATE THE BUDGET TABLE**

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 ("ARPA") to provide economic relief to State, Local, and Tribal governments responding to economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, the County of Kane has received a total of \$103,413,041 (One Hundred Three Million, Four Hundred Thirteen Thousand, Forty-One Dollars) from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds ("SLFRF") pursuant to ARPA; and

WHEREAS, pursuant to ARPA and the administrative regulations adopted by the United States Department of the Treasury ("Final Rule"), the County of Kane shall use SLFRF to defray costs associated with its response to the COVID-19 pandemic within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery; and

WHEREAS, by Resolution 21-313, the Kane County Board has established the American Rescue Plan Committee ("ARPC") as a resource for research, education, planning, and recommendations for the best allocation and uses of the County's SLFRF; and

WHEREAS, by Resolution 21-156, the Kane County Board approved the recommended Spending Plan as proposed by the ARPC, which designates \$42,000,000 (Forty-Two Million Dollars) to be used for Kane County Department and Elected Office project requests; and

WHEREAS, in resolution 23-385 (Exhibit A), the ARPC recommended and the Kane County Board authorized the use of SLFRF in the amount of \$700,000 (Seven Hundred Thousand dollars) to fund the Access Control Program for the Kane County Building Management Department, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations; and

WHEREAS, this resolution is amending resolution 23-385 to adjust Fiscal Year 2024 and update the General Ledgers' number for the Access Control Program.

NOW, THEREFORE, BE IT RESOLVED, by the Kane County Board that the following adjustment be made to Fiscal Year 2024 budget and update the General Ledgers' numbers:

500.800.805.99355	Transfer to ARPA Fund 355	\$94,110
500.800.000.39900	Fund Balance Utilization	\$94,110
355.800.000.39500	Transfer from Capital Project Fund 500	\$94,110
355.800.66813.70120	Special Purpose Equipment	\$94,110
355.800.66813.70120	Special Purpose Equipment	300,000
355.800.668.85000	Allowance for Budget Expense	(\$300,000)

Of the \$700,000 project (RES 23-385, \$150,000 was budgeted in Fund 355 in Fiscal Year 2023. \$94,110 was budgeted to in Fund 500 in Fiscal Year 2023. The \$94,110 is being transferred back to the ARPA Fund 355 from the Capital Fund 500 as the money was not spent in the Capital Fund in Fiscal Year 2023. The approved budget for this project is \$300,000 in FY24 and an additional \$155,890 in FY25 (RES 23-385).

Passed by the Kane County Board on August 13, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Amending Resolution 23-385 Authorizing the use of State and Local Fiscal Recovery Funds to fund the Access Control Program for the Kane County Building Management Department

Committee Flow:

American Rescue Plan Committee, Executive Committee, County Board

Contact:

Jarett Sanchez, 630.444.1224

Budget Information:

Was this item budgeted? n/a	Appropriation Amount: \$700,000.00
If not budgeted, explain funding source: SLFRF	

Summary:

This resolution is amending resolution 23-385 to adjust Fiscal Year 2024 and update the General Ledgers' number for the Access Control Program.

AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS TO FUND AN ACCESS CONTROL PROGRAM FOR THE KANE COUNTY BUILDING MANAGEMENT DEPARTMENT

WHEREAS, to assist the County in determining whether the project is an eligible use of SLFRF under ARPA, the Final Rule, and the related guidance issued by the United States Department of the Treasury, the ARPC consultant, Ernst and Young, has reviewed the Kane

County Building Management's request for SLFRF for a Access Control Program for the purpose of COVID-19 Contact Tracing and Public Sector Capacity Administrative Needs and completed an assessment regarding the project's eligibility under the United States Department of Treasury's Rules and Guidelines, Section EC-3: Public Health-Negative Economic Impact: Public Sector, EC-Subcategory 3.4 (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of \$700,000 (Seven Hundred Thousand dollars) to fund the Access Control Program for the Kane County Building Management, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board the Kane County Board hereby authorizes the Kane County Building Management's use of State and Local Fiscal Recovery Funds in the amount of \$700,000 (Seven Hundred Thousand dollars) to be used for an Access Control Program, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

\$94,110	Transfer to Fund 500	355.800.66813.99500
(\$94,110)	Allowance for Budget Expense	355.800.668.85000
\$94,110	Transfer from Fund 355	500.800.000.39355
\$94,110	Addition to Fund Balance	500.800.805.89000
\$150,000	Special Purpose Equipment	355.800.66813.70120
(\$150,000)	Allowance for Budget Expense	355.800.668.85000

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the remaining grant funding will be budgeted in FY24 (\$300,000) and FY25 (\$155,890).

Line Item: See above

Line Item Description: See above

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? No

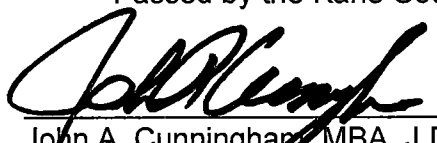
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

If funds are not currently available in the specified line item, where are the funds available?

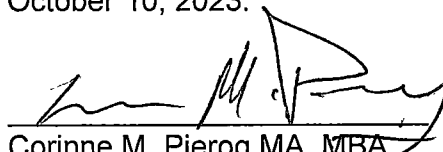
See Above

File Number: 23-385

Passed by the Kane County Board on October 10, 2023.

A stylized, handwritten signature in black ink, appearing to read 'John A. Cunningham'.

John A. Cunningham, MBA, J.D.
Clerk, County Board
Kane County, Illinois

A stylized, handwritten signature in black ink, appearing to read 'Corinne M. Pierog'.

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

PASSED

A	Proposed Program Name
Kane County Government - Access Control Program	

B	Proposed Program Summary
<p>Develop and implement a county wide access control program. This would include a master lock and key schedule to get all buildings on one lock hardware system as well as on proximity card access system.</p> <p>Questions:</p> <p>1. Can you please explain how implementing a new access control program will help the County respond to the pandemic?</p> <p>Limiting Physical Interactions: By implementing an access control program, the County will have a central location and database for addressing access to facilities and will be able to better manage and restrict physical access to buildings, and rooms. This will help reduce the number of people entering and exiting these spaces, minimizing the risk of virus transmission. The program will ensure that only authorized personnel have access to specific areas, reducing unnecessary contact and interactions.</p> <p>Track and Trace: Modern access control systems often include features that allow administrators to track who enters and exits specific areas and at what times. This data will be valuable for contact tracing efforts in case a COVID-19 exposure occurs. If someone who tested positive for the virus has accessed a particular location, the County will be capable of identifying potential contacts and take appropriate measures to mitigate the spread.</p> <p>Customized Access Levels: Access control systems will be configured to provide different levels of access to different personnel based on their roles and responsibilities. This will help enforce social distancing measures by limiting access to certain areas to only those who truly need to be there. For instance, administrative staff might not need access to the same areas as frontline workers, reducing congestion and interactions.</p> <p>Flexibility and Adaptability: Access control programs will be adjusted and adapted quickly as pandemic conditions change and will allow for restricting access to spaces at remote facilities. If there's a need to tighten restrictions or grant temporary access to specific individuals (such as for maintenance purposes), the system will be updated accordingly.</p> <p>Enhanced Safety Measures: Access control systems will be used to monitor and control access to critical infrastructure. By limiting access to authorized personnel only, the County will prevent unauthorized individuals from tampering with or compromising critical systems. This will help maintain the functionality of vital services, especially during times of crisis.</p> <p>2.A. Would the new access control program provide protection of critical infrastructure such as a treatment works?</p> <p>Yes, the new access control program will provide protection to critical infrastructure like treatment works. By limiting access to authorized personnel, the program will prevent unauthorized individuals from tampering with equipment or systems that are essential for public health and safety.</p> <p>2.B Will the locks and access cards strengthen cybersecurity?</p> <p>Access control programs that use modern technology, such as access cards and electronic locks, will contribute to cybersecurity efforts. They will help ensure that only authorized individuals can access sensitive areas or equipment, reducing the risk of unauthorized individuals gaining physical access and potentially compromising cybersecurity measures.</p> <p>3. What types of buildings/rooms will these locks restrict access to?</p> <p>The locks and access control system will restrict access to a variety of buildings and rooms, It will provide assurance of entrance into the space, as it would allow us to remove hard key access to the space outside of emergency situation, including government offices, medical facilities, emergency response centers, storage rooms for medical supplies, points of access into the facilities, and any other areas deemed necessary for pandemic response and control.</p> <p>4. How will this program address equitable outcomes?</p> <p>To ensure equitable outcomes, the access control program will be implemented with considerations for fairness and accessibility. Implementation of this system will allow for ADA access through the card for needed users. The access control policies will be transparent and communicated clearly to all personnel. Special attention will be given to avoid discriminatory practices and ensure that essential workers and support staff have appropriate access to the areas they require to carry out their duties effectively. Additionally, any digital components of the system will be designed with accessibility in mind, ensuring that all authorized personnel will be able to use the system regardless of their abilities.</p>	

C	Proposed Program Risk Considerations and Requirements Summary
<p>Access Control systems may be eligible as a technological system to support the County's ability to conduct contact tracing in the event of an outbreak. It could also be eligible as an increased administrative burden incurred as a result of the pandemic. Due to the pandemic the County needed to be able to identify who had been in contact with each other. Being able to pull a report of who accessed each facility at each time would defray the additional administration associated with contact tracing.</p>	

D	Program Assessment Details
Complete the below Program Assessment Checklist. For instructions/guidance on using the below checklist please see the User Guide	
D.1	Select the appropriate broad SLFRF category applicable to this project
D.2	Select SLFRF Expenditure Category
D.3	SLFRF Expenditure Category Description
D.4	Select SLFRF Expenditure Subcategory
D.5	Additional SLFRF Expenditure Categories for consideration
	Providing government services to the extent of revenue loss due to the pandemic
	EC1
	1: Public Health
	1.3 COVID-19 Contact Tracing^
	3.5 Public Sector Capacity: Administrative Needs

D.6	Comments regarding additional SLFRF Expenditure Categories	Access Control would simplify the County's maintenance of access control and locks.
D.7	Are the beneficiaries Populations Presumed Eligible?	Not Applicable
D.8	Which Populations Presumed Eligible does the proposed program intend to serve?	Not Applicable
D.9	Is the Populations Presumed Eligible analysis conducted on each applicant or based on geographic area(s)?	Not Applicable
D.10	Is the proposed project related to an industry other than Tourism, Travel, or Hospitality?	Not Applicable
D.11	Is the proposed project an enumerated use?	No
D.12	Does the proposed project include subrecipients/beneficiaries?	Not Applicable
D.13	What is the estimated number of subrecipients/beneficiaries?	N/A
D.14	Will the County be using a partner/subrecipient to administer the program?	No
D.15	Will the proposed program require funding beyond the eligible period of ARPA SLFRF funds?	No
D.16	Estimated ongoing costs beyond ARPA SLFRF eligibility period	N/A
D.17	Is the proposed project/expenditure solely related to ARPA SLFRF eligible uses?	Yes
D.18	Percentage of project estimated to be ARPA SLFRF eligible	100%
D.19	Does the proposed project include capital expenditures	Yes
D.20	Is the capital expenditure an enumerated use (Select One)	No - the proposed capital expenditure is not an enumerated use
D.21	Select the appropriate range of expected capital expenditures	Less than \$1 million
D.22	Is a Written Justification Required	No
D.23	Does the project include required programmatic data	Yes
D.24	Does the application indicate the program is designed to address equitable outcomes?	Yes

E	<p>ARPA SLFRF Eligible Cost Category Designation - Items D.1 through D.6</p> <p>Access Control systems may be eligible as a technological system to support the County's ability to conduct contact tracing in the event of an outbreak. It could also be eligible as an increased administrative burden incurred as a result of the pandemic. Due to the pandemic the County needed to be able to identify who had been in contact with each other. Being able to pull a report of who accessed each facility at each time would defray the additional administration associated with contact tracing.</p> <p>1.3: Covid-19 Contact Tracing</p> <ul style="list-style-type: none"> • "(A) COVID-19 mitigation and prevention in a manner that is consistent with recommendations and guidance from the Centers for Disease Control and Prevention, including vaccination programs and incentives; testing programs; contact tracing; isolation and quarantine; mitigation and prevention practices in congregate settings;" (pg. 4449) <p>3.5: Public Sector Capacity Administrative Needs</p> <ul style="list-style-type: none"> • "Technology infrastructure resources to improve access to and the user experience of government information technology systems, including upgrades to hardware and software as well as improvements to public-facing websites or to data management systems, to increase public access and improve public delivery of government programs and services (including in the judicial, legislative, or executive branches)." (P. 4388) • "This also includes using funds for increased repair or maintenance needs to respond to significantly greater use of public facilities during the pandemic (e.g., increased use of parks resulting in damage or increased need for maintenance)." (P. 4388-4389) • "The final rule maintains the interim final rule's provision that allows for broader modernization of cybersecurity, including hardware, software, and protection of critical infrastructure as an eligible provision of government services, to the extent of revenue loss due to the pandemic, under sections 602(c)(1)(C) and 603(c)(1)(C)." (P. 4422) • "Treasury highlights that recipients are subject to the prohibition on use of grant funds to procure or obtain certain telecommunications and video surveillance services or equipment as outlined in 2 CFR 200.216 and 2 CFR 200.471 and clarifies that modernization of cybersecurity for existing and new broadband networks are eligible uses of funds under sections 602(c)(1)(D) and 603(c)(1)(D)." (P.4418)
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F	ARPA SLFRF Eligibility Justification Requirements - Necessary with Item D.11 is marked "No"
F.1	Designating a Public Health Impact
	The Access Control program would enable the County to respond to a potential outbreak at a government facility.
F.1a	Guidance: See Final Rule, 87 Fed Reg 4343. There must be a negative public health impact or harm experienced by an individual or a class. For ease of administration, the interim final rule allowed, and the final rule maintains the ability for, recipients to identify a public health impact on a population or group of individuals, referred to as a "class," and to provide assistance to that class.
F.2	Designating a Negative Economic Impact
	N/A
F.2a	Guidance: See Final Rule, 87 Fed Reg 4343. First, there must be a negative economic impact, or an economic harm, experienced by an individual or a class. The recipient should assess whether, and the extent to which, there has been an economic harm, such as loss of earnings or revenue, that resulted from the COVID-19 public health emergency. A recipient should first consider whether an economic harm exists and then whether this harm was caused or made worse by the COVID-19 public health emergency. Second, the response must be designed to address the identified economic harm or impact resulting from or exacerbated by the public health emergency. In selecting responses, the recipient must assess whether, and the extent to which, the use would respond to or address this harm or impact.
F.3	Description of how proposed program addresses/responds to harm and is reasonable
	<p>Limiting Physical Interactions: By implementing an access control program, the County will have a central location and database for addressing access to facilities and will be able to better manage and restrict physical access to buildings, and rooms. This will help reduce the number of people entering and exiting these spaces, minimizing the risk of virus transmission. The program will ensure that only authorized personnel have access to specific areas, reducing unnecessary contact and interactions.</p> <p>Track and Trace: Modern access control systems often include features that allow administrators to track who enters and exits specific areas and at what times. This data will be valuable for contact tracing efforts in case a COVID-19 exposure occurs. If someone who tested positive for the virus has accessed a particular location, the County will be capable of identifying potential contacts and take appropriate measures to mitigate the spread.</p> <p>Customized Access Levels: Access control systems will be configured to provide different levels of access to different personnel based on their roles and responsibilities. This will help enforce social distancing measures by limiting access to certain areas to only those who truly need to be there. For instance, administrative staff might not need access to the same areas as frontline workers, reducing congestion and interactions.</p> <p>Flexibility and Adaptability: Access control programs will be adjusted and adapted quickly as pandemic conditions change and will allow for restricting access to spaces at remote facilities. If there's a need to tighten restrictions or grant temporary access to specific individuals (such as for maintenance purposes), the system will be updated accordingly.</p> <p>Enhanced Safety Measures: Access control systems will be used to monitor and control access to critical infrastructure. By limiting access to authorized personnel only, the County will prevent unauthorized individuals from tampering with or compromising critical systems. This will help maintain the functionality of vital services, especially during times of crisis.</p>
F.3a	Guidance: See Final Rule, 87 Fed Reg 4343. The program, service, or other intervention must address or respond to the identified impact or harm. The final rule maintains the interim final rule requirement that eligible uses under this category must be in response to the disease itself or other public health harms that it caused. Responses must be reasonably designed to benefit the individual or class that experienced the public health impact or harm. Uses of funds should be assessed based on their responsiveness to their intended beneficiaries and the ability of the response to address the impact or harm experienced by those beneficiaries. Responses must also be related and reasonably proportional to the extent and type of public health impact or harm experienced. Uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses.

F.4 Assessment of whether identified industry is eligible

N/A

F.4a **Guidance:** See Final Rule, 87 Fed Reg 4382. Simplified test. An industry is presumed to be impacted if the industry experienced employment loss of at least 8 percent. Specifically, a recipient should compare the percent change in the number of employees of the recipient's identified industry and the national Leisure & Hospitality sector in the three months before the pandemic's most severe impacts began (a straight three-month average of seasonally-adjusted employment data from December 2019, January 2020, and February 2020) with the latest data as of the final rule release (a straight three-month average of seasonally-adjusted employment data from September 2021, October 2021, and November 2021).

If an industry does not satisfy the test above or data are unavailable, the recipient may still designate the industry as impacted by demonstrating the following: the recipient can show that the totality of relevant major economic indicators demonstrate that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries at the time of the publication of the final rule, and that the impacts were generally due to the COVID-19 public health emergency. Recipients may rely on available economic data, government research publications, research from academic sources, and other quantitative sources for this determination. If quantitative data is unavailable, the recipient can rely on qualitative data to show that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries, and the impacts were generally due to the COVID-19 public health emergency. Recipients may rely on sources like community interviews, surveys, and research from relevant state and local government agencies

G Capital Expenditure Evaluations - Complete if Item D.21 is marked as "Between \$1 m and \$10 m" or "Over 10 m"**G.1** 1. Description of harm or need to be addressed

N/A

G.1a **Guidance:** See Final Rule, 87 Fed Reg 4390-4391. Recipients should provide a description of the specific harm or need to be addressed, and why the harm was exacerbated or caused by the public health emergency. When appropriate, recipients may provide quantitative information on the extent and type of the harm, such as the number of individuals or entities affected.

G.2 2. Explanation of why a capital expenditure is appropriate

N/A

G.2a **Guidance:** See Final Rule, 87 Fed Reg 4390-4391. Recipients should provide an independent assessment demonstrating why a capital expenditure is appropriate to address the specified harm or need. This should include an explanation of why existing capital equipment, property, or facilities would be inadequate to addressing the harm or need and why policy changes or additional funding to pertinent programs or services would be insufficient without the corresponding capital expenditures. Recipients are not required to demonstrate that the harm or need would be irremediable but for the additional capital expenditure; rather, they may show that other interventions would be inefficient, costly, or otherwise not reasonably designed to remedy the harm without additional capital expenditure.

3. Comparison of the proposed capital expenditure against alternative capital expenditures**G.3** a. A comparison of the effectiveness of the capital expenditures in addressing the harm identified

N/A

G.3a **Guidance:** See Final Rule, 87 Fed Reg 4390-4391. Recipients should generally consider the effectiveness of the capital expenditures in addressing the harm over the useful life of the capital asset and may consider metrics such as the number of impacted or disproportionately impacted individuals or entities served, when such individuals or entities are estimated to be served, the relative time horizons of the project, and consideration of any uncertainties or risks involved with the capital expenditure.

G.4 b. A comparison of the expected total cost of the capital expenditures

N/A

G.4a **Guidance:** See Final Rule, 87 Fed Reg 4390-4391. Recipients should consider the expected total cost of the capital expenditure required to construct, purchase, install, or improve the capital assets intended to address the public health or negative economic impact of the public health emergency. Recipients should include pre-development costs in their calculation and may choose to include information on ongoing operational costs, although this information is not required.

H Equitable Outcomes - Complete if item D.24 is populated with "Yes".**H.1** Description of equitable outcome goal and how the proposed program expects to achieve this goal

To ensure equitable outcomes, the access control program will be implemented with considerations for fairness and accessibility. Implementation of this system will allow for ADA access through the card for needed users. The access control policies will be transparent and communicated clearly to all personnel. Special attention will be given to avoid discriminatory practices and ensure that essential workers and support staff have appropriate access to the areas they require to carry out their duties effectively. Additionally, any digital components of the system will be designed with accessibility in mind, ensuring that all authorized personnel will be able to use the system regardless of their abilities.

COUNTY OF KANE

Kane County
Finance Department
Kathleen Hopkinson
Executive Director



Kane County Government Center
Building A
719 Batavia Avenue
Geneva, Illinois 60134
(630) 208-5132
hopkinsonkathleen@kanecountyil.gov

Emergency Appropriation and/or Budget Transfer Request Form

Department Name	ARPA
Date	7/24/2024
Fund	355
Category (<i>Personnel Services, Contractual Services, Commodities, or Capital</i>)	Capital
Increase or Decrease	N/A (updating GL#s)
Amount	N/A

Requested Emergency Appropriation and/or Budget Transfer Description and Rationale (please also attach draft resolution)
AMENDING Res 23-385 to correct GL numbers for this project.

Submitted by
Signature of Elected Official or Department Executive Director

Guzanne Fahnestock

7/3/2024

Category	Account	Approved Budget	Debit	Credit
Personnel Services				
Contractual Services				
Commodities				
Capital	355.800.66813.70120	\$394,110	\$394,110	
Transfers in	355.800.000.39500	\$94,110		\$94,100
Transfers out	500.800.805.99355	\$94,110	\$94,110	
Contingency	355.800.668.85000	\$300,000		\$300,000
Fund Balance Utilization	500.800.000.39900	\$94,110		\$94,110

Reviewed by

Emergency Appropriation has been reviewed by Finance Department

Executive Director *Kathleen Hopkinson* Date 7-16-2024

resolution 23-386 to update the agreement that was approved in resolution 23-386 to extend the deadline for completion of the Kane County Manufacturing and Sustainability Fund projects to September 30, 2025.

NOW, THEREFORE, BE IT RESOLVED, by the Kane County Board the Kane County Board Chairman is authorized to execute an updated grant agreement with Illinois Manufacturing Excellence Center in the amount of \$1,040,000 (One Million and Forty Dollars) of SLFRF extending the deadline for completion of the Kane County Manufacturing and Sustainability Fund projects to September 30, 2025

Passed by the Kane County Board on August 13, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Amending Resolution 23-386 Authorizing the use of State and Local Fiscal Recovery Funds to fund the Kane County Manufacturing and Sustainability Fund for the Kane Development and Community Services Department to update agreement with the Illinois Manufacturing Excellence Center to extend completion date to September 30, 2025

Committee Flow:

American Rescue Plan Committee, Executive Committee, County Board

Contact:

Jarett Sanchez, 630.444.1224

Budget Information:

Was this item budgeted? n/a	Appropriation Amount: \$1,040,000.00
If not budgeted, explain funding source: SLFRF	

Summary:

This resolution is amending resolution 23-386 to update the agreement that was approved in resolution 23-386 to extend the deadline for completion of the Kane County Manufacturing and Sustainability Fund project to September 30, 2025.

TO: Chris Toth, Mark Vankerkhoff
FROM: David Boulay
DATE: July 11, 2024
RE: Request for no-cost extension: Grant #36655902

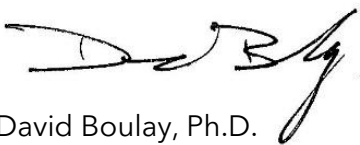
We are tremendously appreciative of the opportunity to work with Kane County on Award 36655902, supporting the County's small and mid-sized manufacturers and their workforce in rebounding and recovering from the pandemic. This initiative aims to build a strong, resilient, and equitable recovery that fosters long-term growth.

IMEC respectfully requests a no-cost extension for this grant through September 30, 2025, as the current agreement is set to end on January 31, 2025. The transformational work with Kane County manufacturers, focusing on developing their long-term operational resilience and expanding talent pipelines to employ underserved communities, requires sustained attention and work with company leaders. This additional time is crucial for ensuring company commitment, implementing change, and, most importantly, sustaining those changes. An extended timeline will enable the most effective use of the funds through the impacts for the companies and their current and future workforce.

IMEC is committed to working closely with the County to ensure full compliance with the ARPA funding deadlines. **We commit to have the funds fully obligated by December 31, 2024, and will provide a formal update letter before January 31, 2025 to this effect.** This approach will ensure that the ARPA obligation deadline is met and allows ample time for full expenditure and reporting by December 31, 2026.

Thank you for your consideration.

Sincerely,



David Boulay, Ph.D.
President
Illinois Manufacturing Excellence Center

STATE OF ILLINOIS)

COUNTY OF KANE)

AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS TO FUND THE KANE COUNTY MANUFACTURING AND SUSTAINABILITY FUND FOR THE KANE COUNTY DEVELOPMENT AND COMMUNITY SERVICES DEPARTMENT

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 ("ARPA") to provide economic relief to State, Local, and Tribal governments responding to economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, the County of Kane has received a total of \$103,413,041 (One Hundred Three Million, Four Hundred Thirteen Thousand, Forty-One Dollars) from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds ("SLFRF") pursuant to ARPA, and

WHEREAS, pursuant to ARPA and the administrative regulations adopted by the United States Department of the Treasury ("Final Rule"), the County of Kane shall use SLFRF to defray costs associated with its response to the COVID-19 pandemic within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery; and

WHEREAS, by Resolution 21-313, the Kane County Board has established the American Rescue Plan Committee ("ARPC") as a resource for research, education, planning, and recommendations for the best allocation and uses of the County's SLFRF; and

WHEREAS, by Resolution 21-156, the Kane County Board approved the recommended Spending Plan as proposed by the ARPC, which designates \$42,000,000 (Forty-Two Million Dollars) to be used for Kane County Department and Elected Office project requests; and

WHEREAS, the Kane County Development and Community Services Department has made a request in the amount of \$1,040,000 (One Million Forty-Thousand Dollars) of SLFRF to fund Kane County Manufacturing and Sustainability Fund for the purpose of responding to the COVID-19 public emergency or its negative economic impacts; and

WHEREAS, the Kane County Kane County Manufacturing Sustainability and Recovery Fund will provide additional financial assistance for Kane County manufacturers to receive supports for recovery from COVID-19, develop practices for economic sustainability, and increase their competitive advantage. Manufacturers located in Kane County which apply for, and are given, technical assessments from the Illinois Manufacturing Excellence Center (IMEC), would be eligible for an additional \$25,000 from Kane County to reimburse eligible expenses associated for implementing recommendations by IMEC to improve, alter and add

value to their business. All manufacturers located in Kane County which receive assessments from IMEC, which qualify as small businesses under the ARPA SLFRF definition, and can demonstrate a public health or economic harm are eligible. As part of the services it offers, IMEC (Illinois Manufacturing Excellence Center) provides small and mid-sized manufacturers (SMMs) in Illinois technical assistance and expertise to solve many issues they face in the COVID-19 era. This fund is designed to remove the various hurdles in funding and know-how so SMMs can recovery from COVID-19 setbacks and embrace new technologies in their products and processes for a sustainable future; and

WHEREAS, the Development and Community Services Department seeks to partner with IMEC to administer this project; and

WHEREAS, IMEC is the U.S. Department of Commerce NIST Manufacturing Extension Partnership Center for Illinois. IMEC assists Illinois manufacturers through its technical assistance and support services. IMEC is a team of improvement specialists dedicated to providing manufacturers in Illinois with the tools and techniques to excel and compete globally. In 2022 alone, IMEC assisted over 1,900 manufacturers and worked with its extensive ecosystem of partners, ranging from manufacturing associations to economic development centers and workforce boards, to ensure manufacturers had the resources and technical assistance they required.; and

WHEREAS, to assist the County in determining whether the project is an eligible use of SLFRF under ARPA, the Final Rule, and the related guidance issued by the United States Department of the Treasury, the ARPC consultant, Ernst and Young, has reviewed the Kane County Development and Community Services Department's request for SLFRF for Kane County Manufacturing and Sustainability Fund for the purpose of responding to the COVID-19 public emergency or its negative economic impacts and completed an assessment regarding the project's eligibility under the U.S. Department of Treasury's Rules and regulations, Section EC-1: Public Health, EC Subcategory 1.8 (see Exhibit A); and

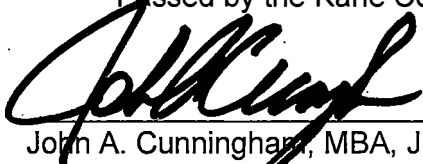
WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of \$1,040,000 (One Million Forty-Thousand Dollars) to fund the Kane County Manufacturing and Sustainability Fund for the Kane County Development and Community Services Department, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the Kane County Development and Community Services Department use of State and Local Fiscal Recovery Funds in the amount of \$1,040,000 (One Million Forty-Thousand Dollars) to be used for the Kane County Manufacturing and Sustainability Fund, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the Kane County Board Chairman is authorized to execute a grant agreement with Illinois Manufacturing Excellence Center in the amount of \$1,040,000 (One Million and Forty Dollars) of SLFRF, based on the proposal attached as Exhibit B , to be distributed in accordance with the terms established pursuant to the grant agreement attached as Exhibit C, with final form of each respective grant agreement subject to approval by the State's Attorney's Office. The general ledger account for the Fiscal Year 2024 budget will be 355.800.668.85000 Allowance for Budget Expense.

FY2024	\$600,000	Lighthouse Manufacturing (20 companies @ \$30,000 each)
FY2024	\$400,000	Expanding Talent Pipelines (Events, assessment & technical assistance vouchers)
FY2024	\$40,000	Program Outreach and Administration (Administration)

Passed by the Kane County Board on October 10, 2023.



John A. Cunningham, MBA, J.D.
Clerk, County Board
Kane County, Illinois



Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

PASSED

A Proposed Program Name

Kane County Manufacturing Recovery and Sustainability Fund

B Proposed Program Summary

The Kane County Manufacturing Sustainability and Recovery Fund will provide additional financial assistance for Kane County manufacturers to receive supports for recovery from COVID-19, develop practices for economic sustainability, and increase their competitive advantage. Manufacturers located in Kane County which apply for, and are given, technical assessments from the Illinois Manufacturing Excellence Center (IMEC), would be eligible for an additional \$25,000 from Kane County to reimburse eligible expenses associated for implementing recommendations by IMEC to improve, alter and add value to their business. All manufacturers located in Kane County which receive assessments from IMEC, which qualify as small businesses under the ARPA SLFRF definition, and can demonstrate a public health or economic harm are eligible.

As part of the services it offers, IMEC (Illinois Manufacturing Excellence Center) provides small and mid-sized manufacturers (SMMs) in Illinois technical assistance and expertise to solve many issues they face in the COVID-19 era. This fund is designed to remove the various hurdles in funding and know-how so SMMs can recovery from COVID-19 setbacks and embrace new technologies in their products and processes for a sustainable future.

C Proposed Program Risk Considerations and Requirements Summary

The Kane County Manufacturing Recovery and Sustainability Fund (the Program) is a program designed to provide funding for an enumerated use for Small Business Assistance. As such, specific analysis to identify the negative economic impact for the industry is not required as it is presumed that small businesses were negatively impacts by the COVID-19 pandemic in Treasury's guidance. The risk that this program would not be accepted as an allowable use of SLFRF is low. The Program may be eligible under expenditure category EC 1.8 - Small Business Assistance.

The inclusion of IMEC as a subrecipient passthrough entity presents an increased risk as compared to the County administering the program directly. The County will be responsible for monitoring IMEC "to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved." (2 CFR The County is aware that IMEC is administering a similar program for McHenry County. The County should mitigate this increased risk by entering into a subrecipient agreement with IMEC that includes all relevant terms and conditions required for subrecipients required by 2 CFR 200, including the ability for the County to recoup miss-spent funds; requiring IMEC to report results on at least a quarterly basis (to facility the County in meeting its reporting requirements to Treasury); and developing and implementing monitoring procedures over IMEC's program. To further mitigate the County's risk, the County should consider specifying requirements for IMEC's program in the subrecipient agreement to ensure that the design of the IMEC program is compliant with ARPA SLFRF requirements and the County's goals for the program.

Other considerations: None. The Program is not expected to result in any ongoing expenses beyond the ARPA SLFRF expenditure period. Further, the Program does not currently contemplate capital expenditures. If capital expenditures are included as an eligible use of funds during Program implementation, this risk assessment should be updated to complete the capital expenditures analysis below.

Note: The Program may also be eligible under expenditure category EC 2.30 Technical Assistance, Counseling, or Business Planning. Program may also be eligible under expenditure category EC 2.37 Economic Impact Assistance: Other. This election would be necessary to include SMMs in the program who do not qualify as a small business. If such an election is made, this assessment would need to be re-performed and additional documentation regarding the County's identification of the negative economic impact and designation of the Manufacturing industry as an impacted industry would be required.

D Program Assessment Details

Complete the below Program Assessment Checklist. For instructions/guidance on using the below checklist please see the User Guide

D.1	Select the appropriate broad SLFRF category applicable to this project	Responding to the public health and negative economic impacts of the pandemic
D.2	Select SLFRF Expenditure Category	EC1
D.3	SLFRF Expenditure Category Description	1: Public Health
D.4	Select SLFRF Expenditure Subcategory	1.8 COVID-19 Assistance to Small Businesses^
D.5	Additional SLFRF Expenditure Categories for consideration	EC 2.3 - Technical Assistance, Counseling, or Business Planning
D.6	Comments regarding additional SLFRF Expenditure Categories	If the County determines that the program is intended to address a Negative Economic Impact instead of an public health impact, EC 2.3 would be the more appropriate selection.
D.7	Are the beneficiaries Populations Presumed Eligible?	Not Applicable
D.8	Which Populations Presumed Eligible does the proposed program intend to serve?	Not Applicable

D.9	Is the Populations Presumed Eligible analysis conducted on each applicant or based on geographic area(s)?	Not Applicable
D.10	Is the proposed project related to an industry other than Tourism, Travel, or Hospitality?	Yes
D.11	Is the proposed project an enumerated use?	Yes
D.12	Does the proposed project include subrecipients/beneficiaries?	Yes
D.13	What is the estimated number of subrecipients/beneficiaries?	30-40
D.14	Will the County be using a partner/subrecipient to administer the program?	Yes
D.15	Will the proposed program require funding beyond the eligible period of ARPA SLFRF funds?	No
D.16	Estimated ongoing costs beyond ARPA SLFRF eligibility period	Not Applicable
D.17	Is the proposed project/expenditure solely related to ARPA SLFRF eligible uses?	Yes
D.18	Percentage of project estimated to be ARPA SLFRF eligible	Not Applicable
D.19	Does the proposed project include capital expenditures	No
D.20	Is the capital expenditure an enumerated use (Select One)	Not Applicable
D.21	Select the appropriate range of expected capital expenditures	Not Applicable
D.22	Is a Written Justification Required	Not Applicable
D.23	Does the project include required programmatic data	Yes
D.24	Does the application indicate the program is designed to address equitable outcomes?	Yes

E ARPA SLFRF Eligible Cost Category Designation - Items 1 through 6

Per review of the Proposed Program Summary and analysis of the Treasury's final rule (Final Rule, 87 Fed Reg 4338 - 4454), the Kane County Manufacturing Recovery and Sustainability Fund may be eligible under expenditure category EC 1.8 - Small Business Assistance. Specifically, the final rule provided that recipients may provide assistance to small businesses to adopt safer operating procedures, weather periods of closure, or mitigate financial hardship resulting from the COVID-19 public health emergency, including: • Loans or grants to mitigate financial hardship such as declines in revenues or impacts of periods of business closure; • Loans, grants, or in-kind assistance to implement COVID-19 prevention or mitigation tactics; and • Technical assistance, counseling, or other services to assist with business planning needs (emphasis added). (See Final Rule, 87 Fed Reg 4377 and 4379).

F	ARPA SLFRF Eligibility Justification Requirements - Necessary with Item D.11 is marked "No"
F.1	Designating a Public Health Impact
	N/A
F.1a	Guidance: See Final Rule, 87 Fed Reg 4343. There must be a negative public health impact or harm experienced by an individual or a class. For ease of administration, the interim final rule allowed, and the final rule maintains the ability for, recipients to identify a public health impact on a population or group of individuals, referred to as a "class," and to provide assistance to that class.
F.2	Designating a Negative Economic Impact
	Not Required at a program level - The final rule provides a non-exhaustive list of enumerated eligible uses for assistance to small businesses that are impacted or disproportionately impacted by the pandemic. Further, within Assistance to Small Business, a recipient may also identify a negative economic impact experienced by small businesses and design and implement a response to that negative economic impact, beyond the uses specifically enumerated in the final rule, according to the standard described in the section Standards: Identifying a Negative Economic Impact. A recipient may also identify small businesses that have been disproportionately impacted by the public health emergency and design and implement a program that responds to the source of that disproportionate impact. (See Final Rule, 87 Fed Reg 4377).
F.2a	Guidance: See Final Rule, 87 Fed Reg 4343. First, there must be a negative economic impact, or an economic harm, experienced by an individual or a class. The recipient should assess whether, and the extent to which, there has been an economic harm, such as loss of earnings or revenue, that resulted from the COVID-19 public health emergency. A recipient should first consider whether an economic harm exists and then whether this harm was caused or made worse by the COVID-19 public health emergency. Second, the response must be designed to address the identified economic harm or impact resulting from or exacerbated by the public health emergency. In selecting responses, the recipient must assess whether, and the extent to which, the use would respond to or address this harm or impact.
F.3	Description of how proposed program addresses/responds to harm and is reasonable
	Not Required at a program level - The final rule provides a non-exhaustive list of enumerated eligible uses for assistance to small businesses that are impacted or disproportionately impacted by the pandemic. Further, within Assistance to Small Business, a recipient may also identify a negative economic impact experienced by small businesses and design and implement a response to that negative economic impact, beyond the uses specifically enumerated in the final rule, according to the standard described in the section Standards: Identifying a Negative Economic Impact. A recipient may also identify small businesses that have been disproportionately impacted by the public health emergency and design and implement a program that responds to the source of that disproportionate impact. (See Final Rule, 87 Fed Reg 4377).
F.3a	Guidance: See Final Rule, 87 Fed Reg 4343. The program, service, or other intervention must address or respond to the identified impact or harm. The final rule maintains the interim final rule requirement that eligible uses under this category must be in response to the disease itself or other public health harms that it caused. Responses must be reasonably designed to benefit the individual or class that experienced the public health impact or harm. Uses of funds should be assessed based on their responsiveness to their intended beneficiaries and the ability of the response to address the impact or harm experienced by those beneficiaries. Responses must also be related and reasonably proportional to the extent and type of public health impact or harm experienced. Uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses.

F.4 Assessment of whether identified industry is eligible

N/A - As the program is designed to be small business assistance, an analysis of the industry impact is not required. Kane County should ensure that the program run by IMEC appropriately considers the impact on the small business awarded grants through this program. Programs or services in this category must respond to a harm experienced by a small business or class of small businesses as a result of the public health emergency. To identify impacted small businesses and necessary response measures, recipients may consider impacts such as lost revenue or increased costs, challenges covering payroll, rent or mortgage, or other operating costs, the capacity of a small business to weather financial hardships, and general financial insecurity resulting from the public health emergency. (See Final Rule 87 Fed Reg 4377).

F.4a Guidance: See Final Rule, 87 Fed Reg 4382. Simplified test. An industry is presumed to be impacted if the industry experienced employment loss of at least 8 percent. Specifically, a recipient should compare the percent change in the number of employees of the recipient's identified industry and the national Leisure & Hospitality sector in the three months before the pandemic's most severe impacts began (a straight three-month average of seasonally-adjusted employment data from December 2019, January 2020, and February 2020) with the latest data as of the final rule release (a straight three-month average of seasonally-adjusted employment data from September 2021, October 2021, and November 2021).

If an industry does not satisfy the test above or data are unavailable, the recipient may still designate the industry as impacted by demonstrating the following: the recipient can show that the totality of relevant major economic indicators demonstrate that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries at the time of the publication of the final rule, and that the impacts were generally due to the COVID-19 public health emergency. Recipients may rely on available economic data, government research publications, research from academic sources, and other quantitative sources for this determination. If quantitative data is unavailable, the recipient can rely on qualitative data to show that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries, and the impacts were generally due to the COVID-19 public health emergency. Recipients may rely on sources like community interviews, surveys, and research from relevant state and local government agencies

G Capital Expenditure Evaluations - Complete if Item 16 is marked as "Between \$1 m and \$10 m" or "Over 10 m"

G.1 1. Description of harm or need to be addressed

N/A

G.1a Guidance: See Final Rule, 87 Fed Reg 4390-4391. Recipients should provide a description of the specific harm or need to be addressed, and why the harm was exacerbated or caused by the public health emergency. When appropriate, recipients may provide quantitative information on the extent and type of the harm, such as the number of individuals or entities affected.

G.2 2. Explanation of why a capital expenditure is appropriate

N/A

G.2a Guidance: See Final Rule, 87 Fed Reg 4390-4391. Recipients should provide an independent assessment demonstrating why a capital expenditure is appropriate to address the specified harm or need. This should include an explanation of why existing capital equipment, property, or facilities would be inadequate to addressing the harm or need and why policy changes or additional funding to pertinent programs or services would be insufficient without the corresponding capital expenditures. Recipients are not required to demonstrate that the harm or need would be irremediable but for the additional capital expenditure; rather, they may show that other interventions would be inefficient, costly, or otherwise not reasonably designed to remedy the harm without additional capital expenditure.

3. Comparison of the proposed capital expenditure against alternative capital expenditures**G.3** a. A comparison of the effectiveness of the capital expenditures in addressing the harm identified

N/A

G.3a **Guidance:** See Final Rule, 87 Fed Reg 4390-4391. Recipients should generally consider the effectiveness of the capital expenditures in addressing the harm over the useful life of the capital asset and may consider metrics such as the number of impacted or disproportionately impacted individuals or entities served, when such individuals or entities are estimated to be served, the relative time horizons of the project, and consideration of any uncertainties or risks involved with the capital expenditure.

G.4 b. A comparison of the expected total cost of the capital expenditures

N/A

G.4a **Guidance:** See Final Rule, 87 Fed Reg 4390-4391. Recipients should consider the expected total cost of the capital expenditure required to construct, purchase, install, or improve the capital assets intended to address the public health or negative economic impact of the public health emergency. Recipients should include pre-development costs in their calculation and may choose to include information on ongoing operational costs, although this information is not required.

F **Equitable Outcomes - Complete if item 18 is populated with "Yes".****H.1** Description of equitable outcome goal and how the proposed program expects to achieve this goal

This program will address equity by assisting manufacturers to recover and grow their business, allowing for retention and creation of good paying jobs throughout the county. Manufacturers currently report a worker shortage with many positions going unfilled. IMEC and Kane County work with Elgin and Waubesa Community Colleges, local high schools, and many other local partners for advertising, training and filling those open positions. Manufacturing jobs have an average annual pay of \$58,812. High paying jobs and job security greatly reduce the negative impacts of financial stress, improve mental and physical health, and reduces housing and food insecurity. Improving economic conditions now and for the future. Low-paying jobs, unaffordable housing and limited access to services are realities and threats facing low income residents and communities of color as shared by participants in community sessions conducted by the Kane County Health Department. The Community Health Survey conducted by the Kane County Health Department concluded that the Economy was ranked by survey respondents as the most urgent quality of life issue in Kane County (26.0% of survey respondents).

12/13/2023

Unique Identifier: 36655902

GRANT AGREEMENT BETWEEN THE COUNTY OF KANE AND ILLINOIS MANUFACTURING EXCELLENCE CENTER

THIS AGREEMENT, having start date of January 1, 2024, is entered into by and between the County of Kane (“County”), and Illinois Manufacturing Excellence Center (“Subrecipient”), and governs disbursement of the Department of Treasury Coronavirus State and Local Fiscal Recovery Funds by the County to the Subrecipient. The County and Subrecipient shall sometimes be referred to collectively as the “Parties.”

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Public Health Emergency as a result of the COVID-19 outbreak; and

WHEREAS, on March 11, 2021, the President of the United States signed into law the American Rescue Plan Act (“ARPA”); and

WHEREAS, to implement ARPA, the United States Department of the Treasury (“Treasury Department”) published administrative regulations on May 17, 2021 (86 Fed. Reg. 26786) (“Interim Final Rule”) and on January 27, 2022 (87 Fed. Reg. 4338) (“Final Rule”); and

WHEREAS, through ARPA, the Congress of the United States has appropriated funding, the Coronavirus State and Fiscal Recovery Funds (“SLFRF”) to remain available through December 31, 2024, for making payments to metropolitan cities, nonentitlement units of local government, and counties to mitigate the fiscal effects stemming from the public health emergency with respect to COVID-19; and

WHEREAS, the Federal Award Identification Number (FAIN) is SLFRP0243, the federal awarding agency is U.S. Department of Treasury and the Assistance Listing Number is 21.027; and

WHEREAS, the County qualified as an eligible unit of local government and received SLFRF on 05/18/2021; and

WHEREAS, a unit of local government may award grants consistent with the criteria of ARPA and the Final Rule; and

WHEREAS, in accordance with ARPA (*see* 42 U.S.C §803(c)), the County shall only use SLFRF: (1) to respond to the public health emergency with respect to COVID-19 or its negative economic impacts; (2) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the County, or by providing grants to eligible employers that have eligible workers who perform essential work; (3) for the provision of government services to the extent of the reduction in revenue of the County due to the COVID-19 public health emergency relative to revenues collected in the most full fiscal year of the County prior to the emergency; or (4) to make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, ARPA provides that if the County fails to comply with 42 U.S.C §803(c), the County shall be required to repay to the Secretary of the Treasury Department an amount equal to the amount of funds used in violation of such subsection; and

WHEREAS, the purpose of this Agreement will be implemented in accordance with

Exhibit A: Program Terms; and

WHEREAS, this Agreement is intended to distribute a portion of the County's SLFRF award from the County to the Subrecipient to benefit the citizens of Kane County.

NOW, THEREFORE, the Parties mutually agree as follows:

I. TERMS & CONDITIONS

The purpose of this Agreement is to establish a legal relationship between the County and the Subrecipient to implement programming associated with the COVID-19 public health emergency. The following requirements are applicable to all activities undertaken pursuant to this agreement with the portion of the SLFRF that the County intends to distribute to the Subrecipient as grant payments.

- A. Compliance with Applicable Requirements:** This Agreement requires compliance with the laws and regulations of the State of Illinois and with all applicable State and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement. This Agreement also requires compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200), and all applicable guidance issued by the Treasury Department and all other applicable Federal laws and regulations.
- B. Hold Harmless:** The Subrecipient shall hold harmless, release, and defend the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement. The Subrecipient agrees to hold the County harmless for any evaluation and/or advice which the County provided in its application and review process as to whether requested reimbursement(s) are/were permissible uses of the grant funds.
- C. Indemnification:** The Subrecipient shall indemnify the County, its officers, agents, employees, and the Federal awarding agency, from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by the Subrecipient and/or its agents, employees or sub-contractors. It is the intent of the Parties to this Agreement to provide the broadest possible indemnification for the County. This indemnification shall include, but is not limited to, instances where the County relied upon the certification of the Subrecipient that such expenses which the Subrecipient sought to have reimbursed from the grant funds were eligible and met all requirements for reimbursement, but where the Office of the Inspector General, or any other Federal person, official, or agency that is charged with the auditing and review of expenditures of the grant funds determines that such expenses and/or reimbursement was not permitted under ARPA. In such instances, the Subrecipient agrees to indemnify, reimburse, and make whole the County for any funds which the government of the United States or its agencies seeks to, or does, recoup or collect in any manner, through litigation, by withholding other Federal funds owed to the County, or otherwise. The Subrecipient further agrees to indemnify,

reimburse, or make whole the County for any penalties associated with the Federal government seeking to recoup the expended SLFRF that the County disbursed to the Subrecipient, including interest, attorney's fees, or any penalty provided by law. The Subrecipient shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Subrecipient is obligated to indemnify, defend and hold harmless the County under this Agreement. The Subrecipient shall also reimburse the County for all costs, expenses, and liabilities, including but not limited to, attorney's fees, and/or auditor/auditing fees, as a result of any challenge to the eligibility of the Subrecipient's use of the grant payments by the Federal government. If the County determines that the Subrecipient has used the grant payments inconsistent with the objectives of the Subrecipient's project, inconsistent with the provisions of ARPA and the Final Rule, or inappropriately, or if the Subrecipient has not spent the total amount of grant funds by the end of the period of performance, the Subrecipient shall repay the amount identified by the County to: County of Kane.

- D. Misrepresentations & Noncompliance:** The Subrecipient hereby asserts, certifies and reaffirms that all representations and other information contained in the Subrecipient's documentation, any subsequent requests for reimbursement, or any agreed-upon budget modifications are true, correct and complete, and to the best of the Subrecipient's knowledge. The Subrecipient acknowledges that all such representations and information have been relied on by the County to provide the grant funds under this Agreement. The Subrecipient shall promptly notify the County, in writing, of the occurrence of any event or any material change in circumstances which would make any of the Subrecipient representation(s) or information untrue or incorrect or otherwise impair the Subrecipient's ability to fulfill the Subrecipient's obligations under this Agreement.
- E. Workers' Compensation:** The Subrecipient shall provide Workers' Compensation Insurance coverage commensurate with statutory requirements for all of its employees involved in the performance of this Agreement.
- F. Insurance:** The Subrecipient shall carry sufficient insurance coverage to protect any grant funds provided to the Subrecipient under this Agreement from loss due to theft, fraud and/or undue physical damage. The Subrecipient's insurance coverage shall be adequate to satisfy the indemnification provisions set forth in this Agreement. Upon County request, the Subrecipient shall provide a Certificate of Insurance satisfactory to the requirement of the County. If the Subrecipient is self-insured, then the Subrecipient shall maintain excess coverage over and above its self-insured retention limits.
- G. Amendments:** This Agreement may be amended at any time only by a written instrument signed by both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. The County may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts.

If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties. The Parties otherwise contemplate that the terms of this Agreement shall incorporate any subsequent amendments to ARPA or any regulations promulgated by the Treasury Department or other Federal agency, without need for further written amendment to this Agreement. The Subrecipient agrees to adhere to any amendments to ARPA or any related Federal laws or regulations.

H. Suspension or Termination: The County may suspend or terminate this Agreement upon written notice if the Subrecipient materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

- Failure to comply with any of the rules, regulations or provisions referred to herein, or any such State and Federal statutes, regulations, executive orders, and Federal awarding agency guidelines, policies or directives as may become applicable at any time;
- Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- Ineffective or improper use of grant funds provided to the Subrecipient under this Agreement; or
- Submission by the Subrecipient to the County reports that are incorrect or incomplete in any material respect.

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.

I. Program Fraud & False or Fraudulent Statements or Related Acts: The Subrecipient must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of the Subrecipient pertaining to any matter resulting from a contract.

J. Debarment / Suspension and Voluntary Exclusion:

- Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 CFR Part 180 and the Department of Homeland Security's regulations at 2 CFR Part 3000 (Nonprocurement Debarment and Suspension).
- These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract must not be issued to parties listed in the Systems of Award Management ("SAM") Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.

- K. Governing Law and Venue:** This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Kane County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.
- L. Conflict of Interest:** The Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
- M. Term:** This Agreement shall be effective on January 1, 2024 and shall expire on January 31, 2025, unless terminated pursuant to this Agreement. Any grant funds that are not expended by the Subrecipient at the end of the period of performance for this Agreement shall be returned to the County within 30 (thirty) days. The County is not obligated to provide the Subrecipient with reimbursements for expenses that occur beyond the Budget Period.
- N. Eligible Expenses:** The Subrecipient shall spend funds on allowable costs, as described below. The Subrecipient shall spend funds in accordance with 2 CFR Part 200, ARPA, the Final Rule, and current and future guidance issued by the Treasury Department for the use of SLFRF. For the purposes of this agreement, the Subrecipient is authorized to spend the grant funds only for the purposes set forth in **Exhibit A, which sets out a Project Policy and** is incorporated herein by reference. **Exhibit A** contains a description of the components of the Subrecipient's program and the eligible uses of grant funds. The Subrecipient agrees that the sole and exclusive decision as to whether or not the Subrecipient's use of the grant funds is approved lies within the discretion of the County. The Subrecipient acknowledges and agrees that the County may deny the use of grant funds which, in the discretion of the County, is not a permitted use of SLFRF under APRA, the Final Rule, and any current and future guidance issued by the Treasury Department. The County's approval of this agreement does not guarantee that the Subrecipient's use of the grant funds will ultimately be approved by the County, the Treasury Department, or the Office of the Inspector General. Any portion of the award that is not used for the purposes set forth in **Exhibit A** shall be repaid to the County.
- O. Payments:** The sole source of grant payments under this Agreement shall be from the County's SLFRF. The County shall not be obligated to fund the Subrecipient from

any other source. The County shall not be obligated to provide any grant funds in excess of the Award Amount under this Agreement. The Subrecipient will submit financial reports to support the payment schedule per the terms in **Exhibit A**. The Subrecipient shall not use grant funds for costs reimbursed or to be covered by other grants, insurance, State or Federal sources, including but not limited to CARES Act programs, FEMA, and any other source of financial recovery from COVID-19.

- P. Record Retention:** The Subrecipient shall maintain all records and supporting documents, and all records relevant to this Agreement for five (5) years after all SLFRF have been expended or returned to the Treasury Department by the County. The Subrecipient agrees to cooperate with the County and will ensure that it maintains such records to allow the County to comply with any and all recordkeeping requirements under Federal or State law, or pursuant to any court order. If any litigation, claim or audit is started before the expiration of this retention period, the records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. The Subrecipient is responsible for ensuring all contractors and vendors, if applicable, adhere to these records' retention requirements.
- Q. Internal Controls:** The Subrecipient must comply with 2 CFR 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement. When requested by the County, the Subrecipient must provide reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the County's SLFRF award.
- R. Specific Conditions:** The Subrecipient will comply with any and all specific conditions established by the County, in compliance with 2 CFR 200.208, which are set forth in Exhibit B. Exhibit B is incorporated herein by reference.
- S. Monitoring:** The County has the right to conduct monitoring consistent with 2 CFR Part 200, including but not limited to 2 CFR 200.332. The Subrecipient shall participate in monitoring activities at the request of the County. The County may take any action described in 2 CFR 200.339 in order to remedy instances of non-compliance by the Subrecipient with the Agreement terms.
- T. Reporting Procedures:** The Subrecipient agrees to submit the forms, certifications, and documentation as may be required by the County which document any expense for which Subrecipient has used the grant funds under this Agreement and to assist the County in fulfilling any requirements under Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200), all applicable guidance issued by the Treasury Department and all other applicable Federal laws and regulations, and any reporting requirements under State and local law. The County may request ad-hoc reports and supporting documentation in addition to reimbursement requests. The County may also request that the Subrecipient comply with audit requests made by the Treasury Department. Such reporting and requests may include documentation of invoices, submission of

payroll logs, and proof of contracts. to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Subrecipient.

U. FOIA: The Subrecipient acknowledges that the County is a public body and agrees to participate with the County in responding to any requests for information that the County receives related to the SLFRF funds pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.* (West 2022)). The Subrecipient shall provide any documents requested by the County in a timely fashion to allow the County to comply with the requirements of the Freedom of Information Act.

V. Notices: Any and all notices, which may be required hereunder by any Party to the other Party, shall be executed by either personal delivery in writing or by mail, registered and certified, postage pre-paid with a return receipt requested. The Subrecipient agrees to keep the County informed of any change in business and/or mailing addresses, as well as telephone, facsimile, email, or any other relevant means of contact and communication. Mailed notices must be addressed to the Parties at the address below:

County: Kane County American Rescue Plan Program Manager
Kane County Government Center
719 S. Batavia Avenue, Building A
Geneva Illinois, 60134

Subrecipient: David Boulay, President
Illinois Manufacturing Excellence Center
1501 W. Bradley Avenue
Peoria, IL 61625
dboulay@imec.org

II. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

III. WAIVER

The County's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IV. CERTIFICATION

The Subrecipient certifies the funds awarded pursuant to this Agreement shall be used only for the purposes described in **Exhibit A**. The Subrecipient acknowledges that this Agreement 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 SLFRF distributed under this Agreement. The Subrecipient understands that the grant funds under this Agreement are supported by the Treasury Department Coronavirus Local and Fiscal Recovery Fund established by Section 9901 of ARPA and the Final Rule. The Subrecipient will comply with, and is subject to, all requirements for the use of SLFRF and all related guidance issued by the Treasury Department. Costs that have been or shall be submitted for reimbursement have not been reimbursed by other sources of funding.

V. SUBAWARD INFORMATION

The Federal Award associated with this Agreement is as follows:

Unique Identifier: 36655902

CFDA Number: 21.027

Assistance Listing Title: Coronavirus State and Local Fiscal Recovery Funds

Federal Awarding Agency: United States Department of Treasury

Federal Award Identification Number (FAIN): SLFRP0243

Federal Award Date to County: May 18, 2021

Award is for Research & Development: No

Period of Performance Start and End Date: January 1, 2024, through September 30, 2025

Budget Period: The timeframe for spending is from January 1, 2024 through September 30, 2025.

Award Amount: Total obligation under this Agreement is \$1,040,000

Contact for Program: Submit inquiries and questions to KaneARPA@co.kane.il.us

VI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties relating to County's allocation of the grant funds to the Subrecipient. This Agreement is subject to availability of funds under ARPA. The County has no legal requirement to provide funding to any Subrecipient.

VII. SIGNATURE AUTHORITY

The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the Subrecipient. Note: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to

execute the Agreement for and on behalf of the Subrecipient must be attached to the Agreement for review by Kane County. The following signatory on behalf of the County

has been authorized to execute this Agreement by resolution of the Kane County Board or authorized committee thereof.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth below.

Subrecipient: Illinois Manufacturing Excellence Center

Signed:

Its Duly Authorized Agent

Printed Name: David Boulay

Title: President

Date:

County of Kane

Signed:

Its Duly Authorized Agent

Printed Name: Corinne Pierog

Title: Kane County Board Chairman

Date:



Exhibit A ARPA Project Policy

The purpose of this project policy document is to communicate IMEC's consistent and transparent approach to utilizing county project funds distributed through the American Recovery Plan Act.

Background

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program of the American Rescue Plan Act of 2021¹ allocates a portion of the ARPA rescue package to local government agencies. This funding is to facilitate local recovery from the economic and health effects of the COVID-19 pandemic and build a strong, resilient, and equitable recovery that supports long-term growth. U.S. small and mid-sized manufacturers and their workforce may be eligible for funding to assist them to recover and rebound from the pandemic.

IMEC's core purpose is to foster long-term economic and workforce competitiveness. As Illinois' U.S. Commerce NIST Manufacturing Extension Partnership² center, IMEC's vision is to ignite Illinois manufacturing excellence and global competitiveness. As such, IMEC provides technical assistance and resources for small and mid-sized manufacturers and sees a responsibility to:

- Maximize funds used for company direct assistance projects through a set of solutions that can solve manufacturers' most urgent priority from the needs assessment categories
- Ensure an inclusive approach that facilitates equitable recovery in the sector
- Leverage IMEC's U.S. Commerce NIST MEP program model of staff and pre-vetted third parties for timely, efficient, and comprehensive solutions

At the outset of the pandemic, IMEC launched a needs assessment to understand the urgent needs of manufacturers due to the pandemic. The ten assessment categories in this survey are essential best practices for long term competitive success. 3,122 Illinois manufacturers completed this five-minute phone interview. The responses from this approach provided deep market insight into manufacturer needs to rebound and reinvent from the pandemic.

This document explains the overall process and IMEC's role as a subrecipient for the program administration on behalf of the county as well as a vendor to coordinate and project manage the various company projects conducted by staff and pre-vetted third parties.

David Boulay, Ph.D.
President

¹ [Treasury Coronavirus State and Local Recovery Funds](#)

² [Manufacturing Extension Partnership \(MEP\)](#)



Plan. Implement. Excel.

November 14, 2023

Process Overview

This process is designed to support both the oversight and implementation of county funding priorities for their manufacturing sector. As such, IMEC will serve in a subrecipient capacity for program administration and eligibility determination on behalf of the county and in a vendor capacity for company project implementations. IMEC is well positioned to track all reporting and financial requirements through its data storage and accounting systems and the use of staff timesheets.

Subrecipient (\$40,000): Program administration

The following program administration steps relate to IMEC staff activities for outreach, marketing, evaluation of applications, reporting, and program oversight.

1. Marketing/outreach/recruitment: IMEC will use a multi-method approach of email campaigns, phone calls, events, and 1-1 visits to generate awareness.
 - a. IMEC will provide stakeholders content to support outreach.
 - b. Marketing materials will include county required language and logos.
2. Submission: Companies apply online until funding objectives are achieved.
 - a. Through the application, each company identifies their priority need, then selects from a curated selection of solutions to address the business need.
3. Eligibility review: Each application is evaluated based on an appropriate review matrix (appendix). Then, each applicant is informed of their program eligibility determination. For those applicants that are eligible, a project planning meeting is scheduled.
4. Oversight/reporting: To ensure full effectiveness of this process, IMEC follows the inspection and audit process as outlined below.
5. Billing for services will occur at least quarterly as costs are incurred.

Step	Inspection Tool	Audit
Marketing	<i>(not applicable)</i>	Review of marketing materials, participation in select events, etc.
Application submission	Criteria Review	Review summary data of submissions, awards, etc.
Eligibility review	Application review	County to have summary of eligibility review
Project agreements	Copies available for projects	
Project execution	<i>(not applicable)</i>	Visit select companies
Project reimbursement	IMEC project verification	<i>(not applicable)</i>
Evaluation	Post project completion results from each company	Review summary of impact results



Lighthouse Program Applicant Review Matrix

Criteria	Acceptable Response
Location	In Kane County
Manufacturing NAICS Code	Begins with 31-33
Employee Count	Less than 250

Expanding Talent Pipelines Applicant Review Matrix

Criteria	Acceptable Response
Location	In Kane County
Manufacturing NAICS Code	Begins with 31-33

Vendor (\$1,000,000): Company project implementations

IMEC will serve in a vendor capacity for project implementations for the following programs:

1. Lighthouse Program: A formal application process will determine up to twenty selected companies to participate. Manufacturers with less than 250 employees will be eligible.
 - a. Selected companies will receive a 'lighthouse' assessment to determine gaps and priorities, create customized plans, and have the technical assistance from IMEC and partners to address gaps. Companies will also participate in best practice sharing among the lighthouse participants.
2. Expanding Talent Pipelines: All county manufacturers will be eligible to participate in the Expanded Talent Pipelines program. Each participating company will sign a 'project commitment' to work with IMEC to conduct a DEI assessment and project plan, participate in a set number of workshops, and utilize one curated technical assistance provider to expand talent opportunity for underserved workers.

Post-project assessments will evaluate satisfaction and preliminary economic impacts for each company. Six to nine months after projects are complete, IMEC will conduct a final economic impact survey to evaluate the jobs created/retained, investments, sales increases/retained, and cost savings.

Billing for services performed under the Lighthouse and Expanded Talent Pipelines programs will occur as projects are completed.

Project cost sheet overview.

BUDGET SUMMARY

Initiative Areas	Summary	Budget
Lighthouse Manufacturing	20 companies @ \$30,000 each	\$600,000
Expanding Talent Pipelines	Events and assessments Technical assistance vouchers	\$400,000

Exhibit B: Specific Conditions

1. Per 2 C.F.R. 200.208, the Subrecipient shall comply with the following Specific Conditions under this Agreement:

The County retains the right to impose specific conditions, as needed.

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

PRESENTATION/DISCUSSION NO. TMP-24-2637

**PROCLAMATION RECOGNIZING MOTT'S LOUNGE IN BURLINGTON,
ILLINOIS ON IT'S 100TH ANNIVERSARY**



**PROCLAMATION RECOGNIZING MOTT'S LOUNGE IN BURLINGTON, ILLINOIS
ON ITS 100TH ANNIVERSARY**

WHEREAS, Mott's Lounge, a cherished establishment steeped in history, has been under the stewardship of the Mott family since its inception in 1924; and

WHEREAS, founded by Albert and Flora Mott, the lounge initially welcomed locals to gather around their Brunswick bar for a refreshing beverage or an appetizing meal; and

WHEREAS, in the tumultuous 1920s and the Prohibition era, Mott's was officially labeled a cafeteria while discreetly operating as a speakeasy. When law enforcement appeared, patrons skillfully exited through a concealed back door into the cornfield, where available spirits were shared among the corn rows; and

WHEREAS, with the repeal of the 18th Amendment, Mott's emerged from the shadows to become a cornerstone of small-town life; and

WHEREAS, while Albert Mott passed away in 1950, Flora, who retired in 1980 at the age of 85, lived to the remarkable age of 101. The management baton skipped a generation to her granddaughter, Shirley Getzelman, who transformed the establishment into the well-known Mott's Lounge; and

WHEREAS, Mott's evolved into a communal hub for Burlington residents, neighboring farmers, and those from surrounding communities. Shirley, driven by a commitment to community welfare, hosted fundraisers for charitable organizations and generously opened her home to all as a place for peace and celebration during the holidays; and

WHEREAS, remaining true to Mott's legacy, the current proprietors actively support various charitable causes. They organize and sponsor events such as bike rides and runs for cancer research and veterans, and host activities to raise funds for the local food pantry; and

WHEREAS, Ted Getzelman, Shirley and Don's son, and his family are the 4th generation to own Mott's. They have enriched Mott's tradition of lively enjoyment, exceptional food, and a warm community atmosphere;

NOW, THEREFORE, the Kane County Board hereby proclaims its recognition and appreciation of Mott's Lounge for its remarkable 100-year history, enduring legacy, and unwavering commitment to community service.

Corinne M. Pierog, MA, MBA
Chairman, Kane County Board
Kane County, Illinois

WHEREAS, the Park District agrees that in order to obtain the environmental clearance required to receive federal assistance, the Park District will reimburse the County for costs incurred to complete said environmental review.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Office of Community Reinvestment is authorized to complete the Environmental Review for the Lippold Park Bicycle and Pedestrian Bridge Project.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the County Board Chairman and the Director of the Office of Community Reinvestment are authorized to sign applications, agreements, certifications, reports, and other documents required to complete the Environmental Review for the Lippold Park Bicycle and Pedestrian Bridge Project.

Passed by the Kane County Board on August 13, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing an Agreement Between Kane County and the Fox Valley Park District for the Completion of an Environmental Review for the Lippold Park Bicycle and Pedestrian Bridge Project

Committee Flow:

Development Committee, Executive Committee, County Board

Contact:

Scott Berger, 630.208.5351

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

Summary:

The attached resolution authorizes the Office of Community Reinvestment to complete an Environmental Review for the Lippold Park Bicycle and Pedestrian Bridge Project located just north of the Village of North Aurora.

Passed by the Kane County Board on August 13, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No.

Approving June 2024 Claims Paid

Committee Flow: Finance and Budget Committee, Executive Committee, County Board

Contact: Penny Wegman, 630.232.5918

According to the Kane County Code Section 2-193 Expenditure of Funds for Settlement of Claims B. Monthly Reports On Claims: The county auditor shall file a monthly report of all claims paid in the prior month to the chairman and all other members of the county board. For each claim paid, the monthly report shall identify the claimant, the nature of the claim and the official or department, if any, against which the claim was made, the fund from which the payment was made, the amount of the payment and the date the check was issued.

Similarly according to the Kane County Financial Policies 8. Disbursement Policies b): A report shall be run monthly by the Auditor of all claims paid. Said report shall be available to all members of the County Board in the office of the County Board Chair. For each claim paid, the report shall identify the creditor, the department or official which purchased the product or service, the fund from which the payment was made, the amount of the payment and the date the check was issued.

The accompanying Report of Claims Paid is submitted to comply with those requirements, and to document that the County Board has approved the payment of those claims.

CLAIMS PAID REPORT JUNE 2024 FOR COUNTY BOARD INFORMATION

VENDOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
JP Morgan Chase Bank N.A.	Payroll Taxes Payable		General Fund	6/17/2024	205.84
JP Morgan Chase Bank N.A.	Miscellaneous Other	General Government Revenue	General Fund	6/17/2024	0.00
JP Morgan Chase Bank N.A.	Miscellaneous Other	General Government Revenue	General Fund	6/17/2024	261.63
McGuireWoods LLP	Contractual/Consulting Services	County Board	General Fund	6/3/2024	10,000.00
Impact Networking, LLC	Repairs and Maint- Copiers	County Board	General Fund	6/3/2024	62.96
Batavia Instant Print Inc	General Printing	County Board	General Fund	6/3/2024	695.64
Metro West Council of Government (COG)	Conferences and Meetings - Board Members	County Board	General Fund	6/17/2024	50.00
Warehouse Direct, Inc.	Office Supplies	County Board	General Fund	6/3/2024	347.52
Warehouse Direct, Inc.	Office Supplies	County Board	General Fund	6/3/2024	58.29
Warehouse Direct, Inc.	Office Supplies	County Board	General Fund	6/3/2024	-13.83
Warehouse Direct, Inc.	Office Supplies	County Board	General Fund	6/17/2024	37.29
Warehouse Direct, Inc.	Office Supplies	County Board	General Fund	6/17/2024	21.27
The Tree House Inc	Office Supplies	County Board	General Fund	6/17/2024	1,781.53
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	County Board	General Fund	6/3/2024	37.30
Paddock Publications (Daily Herald)	Board Meeting Supplies	County Board	General Fund	6/3/2024	36.80
Baker Tilly Virchow Krause, LLP	Certified Audit Contract	Finance	General Fund	6/17/2024	36,345.00
Baker Tilly Virchow Krause, LLP	Certified Audit Contract	Finance	General Fund	6/17/2024	7,050.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Finance	General Fund	6/3/2024	499.76
Kathleen Hopkinson	Conferences and Meetings	Finance	General Fund	6/17/2024	249.00
Patricia A Clark	Employee Training	Finance	General Fund	6/3/2024	300.00
JP Morgan Chase Bank N.A.	Employee Training	Finance	General Fund	6/17/2024	1,350.46
Bernadette Wierzbicki	Employee Training	Finance	General Fund	6/17/2024	225.00
Kathleen Hopkinson	General Association Dues	Finance	General Fund	6/17/2024	375.00
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Finance	General Fund	6/3/2024	25.33
The Tree House Inc	Office Supplies	Finance	General Fund	6/3/2024	255.73
Warehouse Direct, Inc.	Office Supplies	Finance	General Fund	6/3/2024	32.08
Warehouse Direct, Inc.	Office Supplies	Finance	General Fund	6/17/2024	143.98
Warehouse Direct, Inc.	Office Supplies	Finance	General Fund	6/17/2024	66.43
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Information Technologies	General Fund	6/3/2024	1,500.93
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Information Technologies	General Fund	6/3/2024	452.18
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Information Technologies	General Fund	6/3/2024	1,481.31
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Information Technologies	General Fund	6/3/2024	462.58
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Information Technologies	General Fund	6/17/2024	1,226.25
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Information Technologies	General Fund	6/17/2024	301.46
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Information Technologies	General Fund	6/17/2024	1,500.93
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Information Technologies	General Fund	6/17/2024	446.99
Iron Mountain Information Management, LLC	Contractual/Consulting Services	Information Technologies	General Fund	6/17/2024	262.48
JP Morgan Chase Bank N.A.	Contractual/Consulting Services	Information Technologies	General Fund	6/17/2024	2,490.00
JP Morgan Chase Bank N.A.	Repairs and Maint- Comm Equip	Information Technologies	General Fund	6/17/2024	1,041.05
Hien Quang Le	Conferences and Meetings	Information Technologies	General Fund	6/3/2024	168.00
JP Morgan Chase Bank N.A.	Conferences and Meetings	Information Technologies	General Fund	6/17/2024	-300.00
JP Morgan Chase Bank N.A.	Employee Training	Information Technologies	General Fund	6/17/2024	175.00
Kurt D. Lebo	Employee Mileage Expense	Information Technologies	General Fund	6/17/2024	34.10
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Information Technologies	General Fund	6/17/2024	139.73
JP Morgan Chase Bank N.A.	Office Supplies	Information Technologies	General Fund	6/17/2024	4,740.52
JP Morgan Chase Bank N.A.	Computer Related Supplies	Information Technologies	General Fund	6/17/2024	3,358.70
Gordon Flesch Company Inc	Printing Supplies	Information Technologies	General Fund	6/3/2024	6.22
Gordon Flesch Company Inc	Printing Supplies	Information Technologies	General Fund	6/3/2024	255.26
Impact Networking, LLC	Printing Supplies	Information Technologies	General Fund	6/17/2024	1,497.34
WEX BANK	Fuel- Vehicles	Information Technologies	General Fund	6/17/2024	652.93

Paddock Publications (Daily Herald)	Contractual/Consulting Services	Building Management	General Fund	6/3/2024	34.50
Defin.Net Solutions Inc	Contractual/Consulting Services	Building Management	General Fund	6/3/2024	3,560.00
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	6/3/2024	666.35
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	6/3/2024	1,175.45
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	6/3/2024	390.00
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	6/3/2024	249.71
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	6/3/2024	2,657.31
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	6/3/2024	346.31
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	6/3/2024	644.90
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	6/3/2024	4,295.94
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	6/3/2024	4,888.00
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	6/3/2024	1,963.75
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	6/3/2024	14,594.54
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	6/3/2024	5,016.54
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	6/3/2024	5,364.20
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	6/3/2024	1,746.00
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	6/3/2024	4,289.28
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	6/3/2024	4,900.75
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	6/3/2024	14,545.63
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	6/17/2024	5,352.48
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	6/17/2024	14,667.96
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	6/17/2024	1,757.00
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	6/17/2024	4,876.75
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	6/17/2024	4,178.54
Havlicek Geneva Ace Hardware LLC	Janitorial Services	Building Management	General Fund	6/17/2024	28.76
Midwest Sealcoat, Inc.	Repairs and Maintenance- Roads	Building Management	General Fund	6/17/2024	5,832.00
Trace Services, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	5,397.92
Urban Elevator Service LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	253.55
Urban Elevator Service LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	148.27
Urban Elevator Service LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	1,267.76
Sign Tech, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	340.00
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	37.16
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	71.15
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	64.68
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	19.18
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	68.60
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	303.40
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	130.45
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	273.85
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	36.02
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	190.97
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	110.03
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	99.69
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	64.80
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	24.66
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	90.63
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	25.50
Valley Lock Company Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	56.45
Valley Security Company	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	265.26
Valley Security Company	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	353.68
Valley Security Company	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	2,483.40
Phigenics, LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	3,225.00

Phigenics, LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	725.00
1 Source Mechanical, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	877.50
Ace Hardware-Aurora/Batavia	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	9.98
Ace Hardware-Aurora/Batavia	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	12.98
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	887.47
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	13.66
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	1,465.69
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	1,207.66
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	2,845.10
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	2,121.90
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	69.58
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	334.58
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	45.75
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	1,358.86
Allied Door Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	655.96
Ascher Brothers Co., Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	3,015.00
Cornerstone Detention Products Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	3,101.52
Dreisilker Electric Motors Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	25.00
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	10.96
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	16.19
FACIL Investments, Inc. dba Batteries Plus	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	32.98
Johnson Controls Security Solutions (Tyco)	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	455.68
Kane County Treasurer/Collector	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	14.52
Key Construction Group, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	16,233.96
Key Construction Group, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	1,885.20
Key Construction Group, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	13,010.00
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	185.02
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	174.89
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	182.87
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	65.56
R.J. O'Neil, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	1,367.00
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	10.36
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	218.35
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	113.04
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	139.42
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	62.90
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	106.75
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	10.10
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	33.19
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	55.15
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	9.77
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	535.78
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	40.47
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	52.69
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/3/2024	66.38
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	117.54
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	47.65
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	46.10
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	152.13
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	62.90
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	24.49
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	48.68

Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	80.63
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	77.84
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	75.80
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	99.87
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	135.24
R.J. O'Neil, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	670.00
R.J. O'Neil, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	911.00
Rehm Electric Shop, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	9,325.00
Rehm Electric Shop, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	5,810.00
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	55.77
MRRW Construction, LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	4,209.24
Martinez Retail Management, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	4,000.00
Martinez Retail Management, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	8,000.00
Martinez Retail Management, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	6,475.00
JP Morgan Chase Bank N.A.	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	4,053.37
G.W. Berkheimer Co., Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	-151.12
G.W. Berkheimer Co., Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	55.78
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	35.06
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	2.15
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	32.98
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	12.28
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	6.46
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	46.76
Erikki, LLC dba Two Men and a Truck IL	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	2,022.50
Erikki, LLC dba Two Men and a Truck IL	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	1,325.00
Batavia Instant Print Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	286.80
Blade Electric & Technologies LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	1,396.00
Chem-Wise Ecological Pest Management, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	564.00
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	25.00
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	1,256.10
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	-683.10
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	15.34
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	191.76
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	97.10
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	10.33
Hartwig Plumb & Heat Inc dba Hartwig Mechanical	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	472.50
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	866.35
Phigenics, LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	680.00
Valley Security Company	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	531.00
Valley Security Company	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	2,249.00
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	76.87
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	138.09
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	89.69
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	76.08
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	276.24
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	36.08
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	113.92
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	164.23
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	51.30
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	162.47
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	49.36
Urban Elevator Service LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	253.55

Urban Elevator Service LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	373.71
Urban Elevator Service LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	126.78
Urban Elevator Service LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	148.27
Urban Elevator Service LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	131.84
Urban Elevator Service LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	126.78
Urban Elevator Service LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	126.78
Urban Elevator Service LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	760.66
Urban Elevator Service LLC	Repairs and Maint- Buildings	Building Management	General Fund	6/17/2024	1,267.76
Ace Hardware-Aurora/Batavia	Repairs and Maint- Grounds	Building Management	General Fund	6/3/2024	61.95
Grainger Inc	Repairs and Maint- Grounds	Building Management	General Fund	6/3/2024	17.62
Rehm Electric Shop, Inc.	Repairs and Maint- Grounds	Building Management	General Fund	6/3/2024	337.50
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Grounds	Building Management	General Fund	6/3/2024	2.64
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Grounds	Building Management	General Fund	6/3/2024	967.08
JP Morgan Chase Bank N.A.	Repairs and Maint- Grounds	Building Management	General Fund	6/17/2024	922.95
Ratliff Landscaping Inc	Repairs and Maint- Grounds	Building Management	General Fund	6/17/2024	11,467.12
Ratliff Landscaping Inc	Repairs and Maint- Grounds	Building Management	General Fund	6/17/2024	200.00
Ratliff Landscaping Inc	Repairs and Maint- Grounds	Building Management	General Fund	6/17/2024	900.00
Ratliff Landscaping Inc	Repairs and Maint- Grounds	Building Management	General Fund	6/17/2024	1,125.00
Ratliff Landscaping Inc	Repairs and Maint- Grounds	Building Management	General Fund	6/17/2024	4,900.00
Ratliff Landscaping Inc	Repairs and Maint- Grounds	Building Management	General Fund	6/17/2024	20,700.00
Ratliff Landscaping Inc	Repairs and Maint- Grounds	Building Management	General Fund	6/17/2024	2,000.00
Ratliff Landscaping Inc	Repairs and Maint- Grounds	Building Management	General Fund	6/17/2024	3,500.00
Ratliff Landscaping Inc	Repairs and Maint- Grounds	Building Management	General Fund	6/17/2024	6,200.00
Ratliff Landscaping Inc	Repairs and Maint- Grounds	Building Management	General Fund	6/17/2024	13,500.00
Dreisilker Electric Motors Inc	Repairs and Maint- Equipment	Building Management	General Fund	6/3/2024	5,280.04
F.E. Moran Inc. Mechanical Services	Repairs and Maint- Equipment	Building Management	General Fund	6/3/2024	1,284.00
F.E. Moran Inc. Mechanical Services	Repairs and Maint- Equipment	Building Management	General Fund	6/3/2024	6,160.00
F.E. Moran Inc. Mechanical Services	Repairs and Maint- Equipment	Building Management	General Fund	6/3/2024	1,232.00
F.E. Moran Inc. Mechanical Services	Repairs and Maint- Equipment	Building Management	General Fund	6/3/2024	1,232.00
F.E. Moran Inc. Mechanical Services	Repairs and Maint- Equipment	Building Management	General Fund	6/3/2024	428.00
1 Source Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	6/3/2024	337.50
Gehrke Technology Group, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	6/3/2024	1,391.00
Midwest Power Industry Inc	Repairs and Maint- Equipment	Building Management	General Fund	6/3/2024	11,245.00
Phigenics, LLC	Repairs and Maint- Equipment	Building Management	General Fund	6/3/2024	1,560.00
Porter Pipe & Supply CO	Repairs and Maint- Equipment	Building Management	General Fund	6/3/2024	1,705.82
R.J. O'Neil, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	6/3/2024	717.00
Trace Services, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	6/3/2024	800.00
Trane US Inc dba Trane	Repairs and Maint- Equipment	Building Management	General Fund	6/3/2024	9,156.70
Valley Security Company	Repairs and Maint- Equipment	Building Management	General Fund	6/3/2024	1,237.88
Windy City Cleaning Equipment & Supply, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	6/17/2024	359.48
United Refrigeration, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	6/17/2024	251.37
Porter Pipe & Supply CO	Repairs and Maint- Equipment	Building Management	General Fund	6/17/2024	4,451.55
Phigenics, LLC	Repairs and Maint- Equipment	Building Management	General Fund	6/17/2024	2,800.00
Grainger Inc	Repairs and Maint- Equipment	Building Management	General Fund	6/17/2024	1,461.38
Air Products Equipment Company	Repairs and Maint- Equipment	Building Management	General Fund	6/17/2024	665.00
F.E. Moran Inc. Mechanical Services	Repairs and Maint- Equipment	Building Management	General Fund	6/17/2024	1,232.00
F.E. Moran Inc. Mechanical Services	Repairs and Maint- Equipment	Building Management	General Fund	6/17/2024	616.00
G.W. Berkheimer Co., Inc.	Repairs and Maint- Equipment	Building Management	General Fund	6/17/2024	31.30
G.W. Berkheimer Co., Inc.	Repairs and Maint- Equipment	Building Management	General Fund	6/17/2024	214.94
Sunbelt Rentals	Equipment Lease	Building Management	General Fund	6/17/2024	1,116.75
Diverge Vehicle Innovations LLC dba US Upfitters	Repairs and Maint- Vehicles	Building Management	General Fund	6/17/2024	1,925.30
JP Morgan Chase Bank N.A.	Repairs and Maint- Vehicles	Building Management	General Fund	6/17/2024	10.00

JP Morgan Chase Bank N.A.	Repairs and Maint- Vehicles	Building Management	General Fund	6/17/2024	12.00
Black Gold Septic Contractors, Inc	Grease Trap- Septic Services	Building Management	General Fund	6/17/2024	485.00
Black Gold Septic Contractors, Inc	Grease Trap- Septic Services	Building Management	General Fund	6/17/2024	235.00
Black Gold Septic Contractors, Inc	Grease Trap- Septic Services	Building Management	General Fund	6/17/2024	205.00
Cenveo Worldwide Limited	General Printing	Building Management	General Fund	6/3/2024	746.50
Batavia Instant Print Inc	General Printing	Building Management	General Fund	6/3/2024	399.52
Batavia Instant Print Inc	General Printing	Building Management	General Fund	6/3/2024	276.33
Veritiv Operating Company	General Printing	Building Management	General Fund	6/3/2024	15.00
Batavia Instant Print Inc	General Printing	Building Management	General Fund	6/17/2024	563.13
Batavia Instant Print Inc	General Printing	Building Management	General Fund	6/17/2024	702.24
Batavia Instant Print Inc	General Printing	Building Management	General Fund	6/17/2024	634.72
Batavia Instant Print Inc	General Printing	Building Management	General Fund	6/17/2024	297.92
Batavia Instant Print Inc	General Printing	Building Management	General Fund	6/17/2024	155.08
Cenveo Worldwide Limited	General Printing	Building Management	General Fund	6/17/2024	832.50
Cenveo Worldwide Limited	General Printing	Building Management	General Fund	6/17/2024	236.13
Cenveo Worldwide Limited	General Printing	Building Management	General Fund	6/17/2024	382.00
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	Building Management	General Fund	6/3/2024	47.02
Grainger Inc	Operating Supplies	Building Management	General Fund	6/3/2024	93.26
Grainger Inc	Operating Supplies	Building Management	General Fund	6/17/2024	698.10
JP Morgan Chase Bank N.A.	Operating Supplies	Building Management	General Fund	6/17/2024	101.82
State of IL Secretary of State	Operating Supplies	Building Management	General Fund	6/18/2024	173.00
State of IL Secretary of State	Operating Supplies	Building Management	General Fund	6/18/2024	173.00
City of St. Charles	Utilities- Sewer	Building Management	General Fund	6/3/2024	200.06
City of St. Charles	Utilities- Sewer	Building Management	General Fund	6/3/2024	678.22
City of St. Charles	Utilities- Sewer	Building Management	General Fund	6/3/2024	10,500.20
City of St. Charles	Utilities- Sewer	Building Management	General Fund	6/3/2024	174.96
City of Geneva	Utilities- Sewer	Building Management	General Fund	6/3/2024	21.62
City of Geneva	Utilities- Sewer	Building Management	General Fund	6/3/2024	158.70
City of Geneva	Utilities- Sewer	Building Management	General Fund	6/3/2024	98.24
City of Geneva	Utilities- Sewer	Building Management	General Fund	6/17/2024	65.88
City of Geneva	Utilities- Sewer	Building Management	General Fund	6/17/2024	10.93
City of Geneva	Utilities- Sewer	Building Management	General Fund	6/17/2024	52.09
City of Geneva	Utilities- Sewer	Building Management	General Fund	6/17/2024	149.32
City of St. Charles	Utilities- Water	Building Management	General Fund	6/3/2024	180.24
City of St. Charles	Utilities- Water	Building Management	General Fund	6/3/2024	518.45
City of St. Charles	Utilities- Water	Building Management	General Fund	6/3/2024	7,871.29
City of St. Charles	Utilities- Water	Building Management	General Fund	6/3/2024	156.79
City of Aurora	Utilities- Water	Building Management	General Fund	6/3/2024	70.70
City of Aurora	Utilities- Water	Building Management	General Fund	6/3/2024	279.80
City of Geneva	Utilities- Water	Building Management	General Fund	6/3/2024	598.16
City of Geneva	Utilities- Water	Building Management	General Fund	6/3/2024	24.74
City of Geneva	Utilities- Water	Building Management	General Fund	6/3/2024	258.25
City of Geneva	Utilities- Water	Building Management	General Fund	6/3/2024	176.21
City of Geneva	Utilities- Water	Building Management	General Fund	6/17/2024	115.05
City of Geneva	Utilities- Water	Building Management	General Fund	6/17/2024	16.80
City of Geneva	Utilities- Water	Building Management	General Fund	6/17/2024	242.40
JP Morgan Chase Bank N.A.	Utilities- Water	Building Management	General Fund	6/17/2024	258.00
Veritiv Operating Company	Printing Supplies	Building Management	General Fund	6/3/2024	1,904.00
Veritiv Operating Company	Printing Supplies	Building Management	General Fund	6/3/2024	1,822.00
Veritiv Operating Company	Printing Supplies	Building Management	General Fund	6/3/2024	3,808.00
Warehouse Direct, Inc.	Cleaning Supplies	Building Management	General Fund	6/3/2024	4,355.27
Warehouse Direct, Inc.	Cleaning Supplies	Building Management	General Fund	6/3/2024	415.65

Warehouse Direct, Inc.	Cleaning Supplies	Building Management	General Fund	6/17/2024	3,114.26
JP Morgan Chase Bank N.A.	Cleaning Supplies	Building Management	General Fund	6/17/2024	404.87
Constellation NewEnergy-Gas Division, LLC	Utilities- Natural Gas	Building Management	General Fund	6/3/2024	20,511.51
Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	6/3/2024	127.06
Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	6/3/2024	227.52
Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	6/3/2024	46.90
Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	6/3/2024	237.69
Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	6/3/2024	112.71
Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	6/3/2024	63.53
Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	6/3/2024	47.34
Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	6/3/2024	154.27
Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	6/3/2024	55.27
Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	6/17/2024	105.52
Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	6/17/2024	172.34
Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	6/17/2024	89.42
City of Geneva	Utilities- Electric	Building Management	General Fund	6/3/2024	9,457.44
City of Geneva	Utilities- Electric	Building Management	General Fund	6/3/2024	30.26
GSD, LLC dba GRNE Solarfield 05, LLC	Utilities- Electric	Building Management	General Fund	6/3/2024	9,479.31
City of St. Charles	Utilities- Electric	Building Management	General Fund	6/3/2024	9,088.95
City of St. Charles	Utilities- Electric	Building Management	General Fund	6/3/2024	61.03
ComEd	Utilities- Electric	Building Management	General Fund	6/3/2024	4,176.30
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	6/3/2024	38.10
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	6/3/2024	150.50
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	6/3/2024	368.36
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	6/3/2024	58.03
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	6/3/2024	162.60
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	6/17/2024	2,091.48
ComEd	Utilities- Electric	Building Management	General Fund	6/17/2024	4,878.12
Nicor Gas	Utilities- Electric	Building Management	General Fund	6/17/2024	101.04
City of Geneva	Utilities- Electric	Building Management	General Fund	6/17/2024	497.34
City of Geneva	Utilities- Electric	Building Management	General Fund	6/17/2024	66.75
City of Geneva	Utilities- Electric	Building Management	General Fund	6/17/2024	173.15
City of Geneva	Utilities- Electric	Building Management	General Fund	6/17/2024	3,590.27
Grainger Inc	Office Equipment	Building Management	General Fund	6/3/2024	18.51
Grainger Inc	Office Equipment	Building Management	General Fund	6/3/2024	37.02
Batavia Enterprises, Inc - See VN: 9736	Building Lease	Building Management	General Fund	6/3/2024	13,685.68
Batavia Enterprises, Inc - See VN: 9736	Building Lease	Building Management	General Fund	6/3/2024	13,685.68
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Human Resource Management	General Fund	6/3/2024	169.84
Kane County Regional Office of Education	Miscellaneous Contractual Exp	Human Resource Management	General Fund	6/3/2024	680.00
Kane County Regional Office of Education	Miscellaneous Contractual Exp	Human Resource Management	General Fund	6/17/2024	880.00
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Human Resource Management	General Fund	6/3/2024	8.78
Identisys, Inc.	Office Supplies	Human Resource Management	General Fund	6/17/2024	100.00
JP Morgan Chase Bank N.A.	Office Supplies	Human Resource Management	General Fund	6/17/2024	106.17
Warehouse Direct, Inc.	Office Supplies	Human Resource Management	General Fund	6/17/2024	86.63
JP Morgan Chase Bank N.A.	Employee Recognition Supplies	Human Resource Management	General Fund	6/17/2024	454.85
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	County Auditor	General Fund	6/3/2024	3.63
Penny Wegman	Conferences and Meetings	County Auditor	General Fund	6/3/2024	599.74
DS Services of America, Inc. dba Primo Water NA	Office Supplies	County Auditor	General Fund	6/3/2024	11.57
Batavia Instant Print Inc	General Printing	Treasurer/Collector	General Fund	6/3/2024	695.64
Carlos Mata	Employee Mileage Expense	Treasurer/Collector	General Fund	6/17/2024	40.20
Carlos Mata	Office Supplies	Treasurer/Collector	General Fund	6/3/2024	26.60
Cynthia Christopher	Office Supplies	Treasurer/Collector	General Fund	6/17/2024	86.07

Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Supervisor of Assessments	General Fund	6/17/2024	50.87
Holly Winter	Conferences and Meetings	Supervisor of Assessments	General Fund	6/3/2024	404.58
Mark D. Armstrong	Conferences and Meetings	Supervisor of Assessments	General Fund	6/17/2024	404.58
Mark D. Armstrong	Employee Training	Supervisor of Assessments	General Fund	6/17/2024	600.00
Roger Biddle	Employee Mileage Expense	Supervisor of Assessments	General Fund	6/3/2024	13.94
Wayne Gehrke	Employee Mileage Expense	Supervisor of Assessments	General Fund	6/3/2024	19.70
Eldon Gould	Employee Mileage Expense	Supervisor of Assessments	General Fund	6/3/2024	22.38
MICHELLE R ABELL	Employee Mileage Expense	Supervisor of Assessments	General Fund	6/17/2024	19.84
Mark D. Armstrong	Employee Mileage Expense	Supervisor of Assessments	General Fund	6/17/2024	264.85
Certified Illinois Assessing Officers Association	General Association Dues	Supervisor of Assessments	General Fund	6/17/2024	50.00
Certified Illinois Assessing Officers Association	General Association Dues	Supervisor of Assessments	General Fund	6/17/2024	50.00
Toshiba America Business Solutions, Inc	Office Supplies	Supervisor of Assessments	General Fund	6/3/2024	210.00
Mark D. Armstrong	Computer Related Supplies	Supervisor of Assessments	General Fund	6/17/2024	69.99
DS Services of America, Inc. dba Primo Water NA	Computer Related Supplies	Supervisor of Assessments	General Fund	6/17/2024	32.93
Marshall & Swift	Books and Subscriptions	Supervisor of Assessments	General Fund	6/3/2024	681.20
Marshall & Swift	Books and Subscriptions	Supervisor of Assessments	General Fund	6/17/2024	389.95
State of IL Secretary of State	Notary Services	County Clerk	General Fund	6/17/2024	15.00
Illinois Office Supply	Legal Printing	County Clerk	General Fund	6/17/2024	3,777.92
John Emerson	Conferences and Meetings	County Clerk	General Fund	6/3/2024	34.00
JP Morgan Chase Bank N.A.	Conferences and Meetings	County Clerk	General Fund	6/17/2024	1,024.86
JP Morgan Chase Bank N.A.	Conferences and Meetings	County Clerk	General Fund	6/17/2024	338.58
John A. Cunningham	Conferences and Meetings	County Clerk	General Fund	6/17/2024	50.00
John Emerson	Employee Mileage Expense	County Clerk	General Fund	6/3/2024	246.56
Holly Shive	Employee Mileage Expense	County Clerk	General Fund	6/3/2024	246.56
Zahida K. Fakroddin	Employee Mileage Expense	County Clerk	General Fund	6/17/2024	64.32
Brian Pollock	Employee Mileage Expense	County Clerk	General Fund	6/17/2024	281.40
John A. Cunningham	Employee Mileage Expense	County Clerk	General Fund	6/17/2024	231.82
Warehouse Direct, Inc.	Office Supplies	County Clerk	General Fund	6/17/2024	22.61
Warehouse Direct, Inc.	Office Supplies	County Clerk	General Fund	6/17/2024	287.92
Warehouse Direct, Inc.	Office Supplies	County Clerk	General Fund	6/17/2024	123.36
Warehouse Direct, Inc.	Office Supplies	County Clerk	General Fund	6/17/2024	306.08
Warehouse Direct, Inc.	Office Supplies	County Clerk	General Fund	6/17/2024	34.95
Warehouse Direct, Inc.	Operating Supplies	County Clerk	General Fund	6/3/2024	446.27
Warehouse Direct, Inc.	Operating Supplies	County Clerk	General Fund	6/17/2024	175.40
D R Myers Distributing Co Inc	Books and Subscriptions	County Clerk	General Fund	6/17/2024	75.50
JP Morgan Chase Bank N.A.	Books and Subscriptions	County Clerk	General Fund	6/17/2024	68.00
Waste Management of Illinois - West	Election Services	County Clerk	General Fund	6/3/2024	219.33
JP Morgan Chase Bank N.A.	Election Services	County Clerk	General Fund	6/17/2024	22.00
Cintas Corporation	Security Services	County Clerk	General Fund	6/3/2024	512.39
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	County Clerk	General Fund	6/3/2024	5.40
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	County Clerk	General Fund	6/17/2024	5,576.00
New Life Covenant	Polling Place Rental	County Clerk	General Fund	6/3/2024	160.00
Batavia Instant Print Inc	Legal Printing	County Clerk	General Fund	6/3/2024	9,454.66
Batavia Instant Print Inc	Legal Printing	County Clerk	General Fund	6/3/2024	1,857.31
Paddock Publications (Daily Herald)	Legal Printing	County Clerk	General Fund	6/3/2024	37.95
Paddock Publications (Daily Herald)	Legal Printing	County Clerk	General Fund	6/3/2024	241.50
Paddock Publications (Daily Herald)	Legal Printing	County Clerk	General Fund	6/3/2024	62.10
Paddock Publications (Daily Herald)	Legal Printing	County Clerk	General Fund	6/3/2024	73.60
Paddock Publications (Daily Herald)	Legal Printing	County Clerk	General Fund	6/3/2024	278.30
Celeste Weilandt	Conferences and Meetings	County Clerk	General Fund	6/3/2024	34.00
Illinois Association of County Officials (IACO)	Conferences and Meetings	County Clerk	General Fund	6/3/2024	215.00
JP Morgan Chase Bank N.A.	Conferences and Meetings	County Clerk	General Fund	6/17/2024	338.58

John A. Cunningham	Employee Mileage Expense	County Clerk	General Fund	6/3/2024	246.56
Fabyan Franco	Employee Mileage Expense	County Clerk	General Fund	6/3/2024	284.75
John R. Gaglione	Employee Mileage Expense	County Clerk	General Fund	6/3/2024	246.56
Celeste Weilandt	Employee Mileage Expense	County Clerk	General Fund	6/3/2024	259.65
Kenneth J. Barnes	Employee Mileage Expense	County Clerk	General Fund	6/17/2024	10.39
Partnership of Large Election Jurisdictions, Inc.	General Association Dues	County Clerk	General Fund	6/3/2024	135.00
A Rifkin Co	Operating Supplies	County Clerk	General Fund	6/3/2024	990.70
City of Aurora	Operating Supplies	County Clerk	General Fund	6/3/2024	420.00
Intab, LLC	Operating Supplies	County Clerk	General Fund	6/17/2024	487.50
JP Morgan Chase Bank N.A.	Operating Supplies	County Clerk	General Fund	6/17/2024	655.05
Town & Country Gardens	Operating Supplies	County Clerk	General Fund	6/17/2024	82.98
Uline	Operating Supplies	County Clerk	General Fund	6/17/2024	112.10
Uline	Operating Supplies	County Clerk	General Fund	6/17/2024	178.90
Uline	Operating Supplies	County Clerk	General Fund	6/17/2024	225.88
Insight Public Sector Inc	Computer Related Supplies	County Clerk	General Fund	6/17/2024	765.00
Hart InterCivic, Inc.	Voting Systems and Accessories	County Clerk	General Fund	6/3/2024	2,215.41
David C. King	Employee Mileage Expense	Recorder	General Fund	6/17/2024	42.21
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Recorder	General Fund	6/3/2024	43.50
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	6/11/2024	24.02
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	6/11/2024	1,786.52
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	6/11/2024	1,589.70
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	6/27/2024	2,018.80
4W Eats dba Papa Saverio's	Jurors' Expense	Judiciary and Courts	General Fund	6/3/2024	181.02
Just In Time Coffee LLC	Jurors' Expense	Judiciary and Courts	General Fund	6/3/2024	2,467.00
Just In Time Coffee LLC	Jurors' Expense	Judiciary and Courts	General Fund	6/3/2024	1,437.00
Just In Time Coffee LLC	Jurors' Expense	Judiciary and Courts	General Fund	6/3/2024	142.00
Just In Time Coffee LLC	Jurors' Expense	Judiciary and Courts	General Fund	6/3/2024	1,849.00
Just In Time Coffee LLC	Jurors' Expense	Judiciary and Courts	General Fund	6/17/2024	2,200.00
4W Eats dba Papa Saverio's	Jurors' Expense	Judiciary and Courts	General Fund	6/17/2024	144.38
Debra P. Hogan	Per Diem Expense	Judiciary and Courts	General Fund	6/3/2024	300.00
Debra P. Hogan	Per Diem Expense	Judiciary and Courts	General Fund	6/3/2024	68.00
Jennifer L. Joyce	Per Diem Expense	Judiciary and Courts	General Fund	6/3/2024	225.00
Jennifer L. Joyce	Per Diem Expense	Judiciary and Courts	General Fund	6/3/2024	130.00
Kobald Reporting Inc	Per Diem Expense	Judiciary and Courts	General Fund	6/3/2024	620.00
Kobald Reporting Inc	Per Diem Expense	Judiciary and Courts	General Fund	6/3/2024	60.00
Martina M. Miranda	Per Diem Expense	Judiciary and Courts	General Fund	6/3/2024	60.00
Tabitha Joann Watson	Per Diem Expense	Judiciary and Courts	General Fund	6/3/2024	225.00
Tabitha Joann Watson	Per Diem Expense	Judiciary and Courts	General Fund	6/3/2024	120.00
Tabitha Joann Watson	Per Diem Expense	Judiciary and Courts	General Fund	6/3/2024	300.00
Jennifer Campbell	Per Diem Expense	Judiciary and Courts	General Fund	6/3/2024	32.00
Jennifer Campbell	Per Diem Expense	Judiciary and Courts	General Fund	6/3/2024	225.00
Jennifer Campbell	Per Diem Expense	Judiciary and Courts	General Fund	6/3/2024	7.00
Jennifer Campbell	Per Diem Expense	Judiciary and Courts	General Fund	6/3/2024	47.50
Jennifer Campbell	Per Diem Expense	Judiciary and Courts	General Fund	6/3/2024	300.00
Jennifer Campbell	Per Diem Expense	Judiciary and Courts	General Fund	6/3/2024	40.00
Lynn M Dreymler	Per Diem Expense	Judiciary and Courts	General Fund	6/3/2024	332.00
Lynn M Dreymler	Per Diem Expense	Judiciary and Courts	General Fund	6/3/2024	2,656.00
Lynn M Dreymler	Per Diem Expense	Judiciary and Courts	General Fund	6/3/2024	332.00
Lynn M Dreymler	Per Diem Expense	Judiciary and Courts	General Fund	6/3/2024	332.00
Lynn M Dreymler	Per Diem Expense	Judiciary and Courts	General Fund	6/3/2024	332.00
Lynn M Dreymler	Per Diem Expense	Judiciary and Courts	General Fund	6/3/2024	332.00
Lynn M Dreymler	Per Diem Expense	Judiciary and Courts	General Fund	6/3/2024	262.50
Lynn M Dreymler	Per Diem Expense	Judiciary and Courts	General Fund	6/3/2024	3,816.00

Lynn M Dreymler	Per Diem Expense	Judiciary and Courts	General Fund	6/3/2024	477.00
Lynn M Dreymler	Per Diem Expense	Judiciary and Courts	General Fund	6/3/2024	477.00
Margaret (Peggy) R. Beddard	Per Diem Expense	Judiciary and Courts	General Fund	6/3/2024	108.00
Margaret (Peggy) R. Beddard	Per Diem Expense	Judiciary and Courts	General Fund	6/17/2024	72.00
Dana D. Bollman	Per Diem Expense	Judiciary and Courts	General Fund	6/17/2024	180.00
Dana D. Bollman	Per Diem Expense	Judiciary and Courts	General Fund	6/17/2024	300.00
Jeanine Fassnacht	Per Diem Expense	Judiciary and Courts	General Fund	6/17/2024	96.00
G.L. Denson, Inc.	Per Diem Expense	Judiciary and Courts	General Fund	6/17/2024	52.00
Tabitha Joann Watson	Per Diem Expense	Judiciary and Courts	General Fund	6/17/2024	225.00
Barbara A Johnston	Per Diem Expense	Judiciary and Courts	General Fund	6/17/2024	225.00
Patricia Rasmussen	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/3/2024	493.12
Patricia Rasmussen	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/3/2024	1,404.32
Se Habla Language Solutions, Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/3/2024	511.88
Rita Taccona	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/3/2024	433.60
Fadia Tamer	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/3/2024	1,834.46
Fadia Tamer	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/3/2024	1,078.70
Daniel Velasco	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/3/2024	1,822.14
Shirley A. Wehking	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/3/2024	177.37
Wellspring Interpreting Services LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/3/2024	943.36
Wellspring Interpreting Services LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/3/2024	943.36
Bakhtavar Press	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/3/2024	160.00
Bakhtavar Press	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/3/2024	160.00
Bakhtavar Press	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/3/2024	160.00
Bakhtavar Press	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/3/2024	289.58
Rafael H. Berrios	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/3/2024	301.50
Faith Interpreting Services	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/3/2024	331.75
David Hernandez	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/3/2024	240.00
Maricela Ibarra	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/3/2024	942.81
Maricela Cortez	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/3/2024	268.00
Carina Julian	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/3/2024	1,015.72
Martha Gerald dba Power Vibes Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/3/2024	2,290.27
Martha Gerald dba Power Vibes Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/3/2024	2,374.02
Tatiana Okunskaya	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/3/2024	342.16
Tatiana Okunskaya	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/3/2024	201.76
Tatiana Okunskaya	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/3/2024	201.76
Sara Pethokoukis	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/3/2024	2,653.20
Sara Pethokoukis	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/3/2024	1,451.22
American Interpreting Services, Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/3/2024	452.92
Anthony Bahena	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/3/2024	1,993.25
Anthony Bahena	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/3/2024	1,236.82
Anthony Bahena	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/17/2024	1,993.25
Sara Pethokoukis	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/17/2024	1,520.90
Martha Gerald dba Power Vibes Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/17/2024	2,673.11
Martha Gerald dba Power Vibes Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/17/2024	2,250.47
Carina Julian	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/17/2024	485.08
Carina Julian	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/17/2024	530.64
Maricela Cortez	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/17/2024	463.64
Maricela Cortez	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/17/2024	498.48
Maricela Ibarra	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/17/2024	941.47
Maricela Ibarra	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/17/2024	754.65
Maricela Ibarra	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/17/2024	941.47
Veronica Guemez	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/17/2024	280.20

Veronica Guemez	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/17/2024	1,034.85
Veronica Guemez	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/17/2024	588.54
Olga Bezzubov	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/17/2024	320.00
Olga Bronovytska	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/17/2024	160.00
Olga Bronovytska	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/17/2024	160.00
Ana M Bubalo	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/17/2024	1,565.79
Bakhtavar Press	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/17/2024	160.00
Bakhtavar Press	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/17/2024	160.00
Bakhtavar Press	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/17/2024	160.00
Wellspring Interpreting Services LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/17/2024	980.88
Ann Wohlmuth	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/17/2024	1,021.02
Daniel Velasco	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/17/2024	1,369.62
Daniel Velasco	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/17/2024	913.08
Daniel Velasco	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/17/2024	909.19
Fadia Tamer	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/17/2024	2,097.10
Fadia Tamer	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/17/2024	2,020.72
Rita Taccona	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/17/2024	190.00
Rita Taccona	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/17/2024	190.00
Se Habla Language Solutions, Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/17/2024	344.38
Patricia Rasmussen	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/17/2024	986.24
Daisy M. Robinson	Contractual/Consulting Services	Judiciary and Courts	General Fund	6/17/2024	226.00
Ronald L. Haskell	Court Appointed Counsel	Judiciary and Courts	General Fund	6/3/2024	2,878.75
Marielisa Jackson	Court Appointed Counsel	Judiciary and Courts	General Fund	6/3/2024	3,434.00
James A Tabor ESQ	Court Appointed Counsel	Judiciary and Courts	General Fund	6/3/2024	3,434.00
James A Tabor ESQ	Court Appointed Counsel	Judiciary and Courts	General Fund	6/3/2024	3,300.00
Marielisa Jackson	Court Appointed Counsel	Judiciary and Courts	General Fund	6/17/2024	3,010.00
Rachel J. Hess	Court Appointed Counsel	Judiciary and Courts	General Fund	6/17/2024	3,434.00
Document Imaging Services LLC	Judicial Technology Fine Expenses	Judiciary and Courts	General Fund	6/3/2024	797.00
Canon Solutions America Inc	Equipment Rental	Judiciary and Courts	General Fund	6/3/2024	103.64
Gordon Flesch Company Inc	Equipment Rental	Judiciary and Courts	General Fund	6/3/2024	18.05
Gordon Flesch Company Inc	Equipment Rental	Judiciary and Courts	General Fund	6/17/2024	86.07
Gordon Flesch Company Inc	Equipment Rental	Judiciary and Courts	General Fund	6/17/2024	37.95
Gordon Flesch Company Inc	Equipment Rental	Judiciary and Courts	General Fund	6/17/2024	15.00
Gordon Flesch Company Inc	Equipment Rental	Judiciary and Courts	General Fund	6/17/2024	10.19
Gordon Flesch Company Inc	Equipment Rental	Judiciary and Courts	General Fund	6/17/2024	350.00
Gordon Flesch Company Inc	Equipment Rental	Judiciary and Courts	General Fund	6/17/2024	490.16
Canon Solutions America Inc	Equipment Rental	Judiciary and Courts	General Fund	6/17/2024	103.64
JP Morgan Chase Bank N.A.	Conferences and Meetings	Judiciary and Courts	General Fund	6/17/2024	435.37
JP Morgan Chase Bank N.A.	Conferences and Meetings	Judiciary and Courts	General Fund	6/17/2024	840.64
JASON W MATHIS	Employee Mileage Expense	Judiciary and Courts	General Fund	6/17/2024	134.90
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	6/3/2024	28.73
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	6/3/2024	104.65
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	6/3/2024	20.15
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	6/3/2024	11.57
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	6/3/2024	20.15
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	6/3/2024	20.15
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	6/3/2024	16.28
Language Line Services	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	6/17/2024	264.02
Warehouse Direct, Inc.	Office Supplies	Judiciary and Courts	General Fund	6/3/2024	92.35
Warehouse Direct, Inc.	Office Supplies	Judiciary and Courts	General Fund	6/3/2024	84.81
Warehouse Direct, Inc.	Office Supplies	Judiciary and Courts	General Fund	6/17/2024	77.04
Warehouse Direct, Inc.	Office Supplies	Judiciary and Courts	General Fund	6/17/2024	-77.04

Warehouse Direct, Inc.	Office Supplies	Judiciary and Courts	General Fund	6/17/2024	92.39
Warehouse Direct, Inc.	Office Supplies	Judiciary and Courts	General Fund	6/17/2024	80.43
Warehouse Direct, Inc.	Office Supplies	Judiciary and Courts	General Fund	6/17/2024	32.25
JP Morgan Chase Bank N.A.	Operating Supplies	Judiciary and Courts	General Fund	6/17/2024	70.51
JP Morgan Chase Bank N.A.	Computer Related Supplies	Judiciary and Courts	General Fund	6/17/2024	76.84
JP Morgan Chase Bank N.A.	Employee Recognition Supplies	Judiciary and Courts	General Fund	6/17/2024	120.00
JP Morgan Chase Bank N.A.	Conferences and Meetings	Circuit Clerk	General Fund	6/17/2024	1,142.37
Petty Cash-Clerk of the Circuit Court	Conferences and Meetings	Circuit Clerk	General Fund	6/17/2024	25.00
Jessica Skwarek	Conferences and Meetings	Circuit Clerk	General Fund	6/17/2024	128.00
Ann Lambert	Employee Mileage Expense	Circuit Clerk	General Fund	6/3/2024	73.96
Jessica Skwarek	Employee Mileage Expense	Circuit Clerk	General Fund	6/17/2024	291.25
Theresa E Barreiro	Employee Mileage Expense	Circuit Clerk	General Fund	6/17/2024	789.52
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Circuit Clerk	General Fund	6/3/2024	78.91
Petty Cash-Clerk of the Circuit Court	Office Supplies	Circuit Clerk	General Fund	6/17/2024	47.94
JP Morgan Chase Bank N.A.	Conferences and Meetings	Circuit Clerk	General Fund	6/17/2024	891.79
Image-Pro Services & Supplies Inc	Office Supplies	Circuit Clerk	General Fund	6/17/2024	1,258.02
Image-Pro Services & Supplies Inc	Office Supplies	Circuit Clerk	General Fund	6/17/2024	356.56
Image-Pro Services & Supplies Inc	Office Supplies	Circuit Clerk	General Fund	6/17/2024	639.19
Statewide Publishing, LLC	Legal Services	Circuit Clerk	General Fund	6/3/2024	60.00
Statewide Publishing, LLC	Legal Services	Circuit Clerk	General Fund	6/3/2024	60.00
Statewide Publishing, LLC	Legal Services	Circuit Clerk	General Fund	6/3/2024	60.00
Statewide Publishing, LLC	Legal Services	Circuit Clerk	General Fund	6/3/2024	60.00
JP Morgan Chase Bank N.A.	Office Supplies	Circuit Clerk	General Fund	6/17/2024	93.99
Be Sure Consulting Inc.	Contractual/Consulting Services	State's Attorney	General Fund	6/3/2024	5,000.00
		State's Attorney	General Fund	6/3/2024	92.81
Kobald Reporting Inc	Court Reporter Costs	State's Attorney	General Fund	6/3/2024	240.00
Kobald Reporting Inc	Court Reporter Costs	State's Attorney	General Fund	6/17/2024	64.00
Tabitha Joann Watson	Court Reporter Costs	State's Attorney	General Fund	6/17/2024	209.00
Dana D. Bollman	Court Reporter Costs	State's Attorney	General Fund	6/17/2024	33.25
Dana D. Bollman	Court Reporter Costs	State's Attorney	General Fund	6/17/2024	500.00
Dana D. Bollman	Court Reporter Costs	State's Attorney	General Fund	6/17/2024	48.00
MaryJo D'Avola	Court Reporter Costs	State's Attorney	General Fund	6/17/2024	93.50
MaryJo D'Avola	Court Reporter Costs	State's Attorney	General Fund	6/17/2024	140.00
Chicago Office Technology Group (COTG)	Repairs and Maint- Copiers	State's Attorney	General Fund	6/3/2024	12.60
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	State's Attorney	General Fund	6/3/2024	61.61
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	State's Attorney	General Fund	6/17/2024	19.55
Suburban Tire Company	Repairs and Maint- Vehicles	State's Attorney	General Fund	6/17/2024	171.43
Tyler M. Cox	Conferences and Meetings	State's Attorney	General Fund	6/3/2024	458.82
Lori Anderson Crimmins	Conferences and Meetings	State's Attorney	General Fund	6/3/2024	146.00
Elizabeth Anne McKinley Cox	Conferences and Meetings	State's Attorney	General Fund	6/3/2024	486.36
Anthony Ortiz	Conferences and Meetings	State's Attorney	General Fund	6/3/2024	432.71
Brandon Raney	Conferences and Meetings	State's Attorney	General Fund	6/17/2024	433.36
JP Morgan Chase Bank N.A.	Conferences and Meetings	State's Attorney	General Fund	6/17/2024	1,590.00
JP Morgan Chase Bank N.A.	Conferences and Meetings	State's Attorney	General Fund	6/17/2024	155.00
JP Morgan Chase Bank N.A.	Conferences and Meetings	State's Attorney	General Fund	6/17/2024	375.65
JP Morgan Chase Bank N.A.	Employee Training	State's Attorney	General Fund	6/17/2024	25.00
JP Morgan Chase Bank N.A.	Employee Training	State's Attorney	General Fund	6/17/2024	455.00
JP Morgan Chase Bank N.A.	Office Supplies	State's Attorney	General Fund	6/17/2024	2,028.77
The Tree House Inc	Office Supplies	State's Attorney	General Fund	6/17/2024	967.15
The Tree House Inc	Office Supplies	State's Attorney	General Fund	6/17/2024	1,631.14
The Tree House Inc	Office Supplies	State's Attorney	General Fund	6/17/2024	3,011.90
Warehouse Direct, Inc.	Office Supplies	State's Attorney	General Fund	6/17/2024	170.04

Warehouse Direct, Inc.	Office Supplies	State's Attorney	General Fund	6/17/2024	60.85
Groot Recycling dba Accurate Document Destruction	Operating Supplies	State's Attorney	General Fund	6/17/2024	626.40
Groot Recycling dba Accurate Document Destruction	Operating Supplies	State's Attorney	General Fund	6/17/2024	231.84
JP Morgan Chase Bank N.A.	Operating Supplies	State's Attorney	General Fund	6/17/2024	194.88
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	State's Attorney	General Fund	6/3/2024	2,797.26
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	State's Attorney	General Fund	6/17/2024	4,953.00
Insight Public Sector Inc	Computer Software- Non Capital	State's Attorney	General Fund	6/17/2024	2,003.70
JP Morgan Chase Bank N.A.	Computer Software- Non Capital	State's Attorney	General Fund	6/17/2024	23.35
Insight Public Sector Inc	Computer Hardware- Non Capital	State's Attorney	General Fund	6/3/2024	2,932.00
WEX BANK	Fuel- Vehicles	State's Attorney	General Fund	6/17/2024	1,204.39
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	State's Attorney	General Fund	6/3/2024	12.97
WEX BANK	Fuel- Vehicles	State's Attorney	General Fund	6/17/2024	127.33
The Council of State Governments, LTD	Employee Training	State's Attorney	General Fund	6/17/2024	1,187.25
JP Morgan Chase Bank N.A.	Operating Supplies	State's Attorney	General Fund	6/17/2024	159.90
		Public Defender	General Fund	6/3/2024	46.50
		Public Defender	General Fund	6/3/2024	46.50
		Public Defender	General Fund	6/3/2024	58.00
		Public Defender	General Fund	6/17/2024	17.50
		Public Defender	General Fund	6/17/2024	260.00
		Public Defender	General Fund	6/17/2024	900.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Public Defender	General Fund	6/17/2024	41.81
Illinois Public Defender Association	Employee Training	Public Defender	General Fund	6/3/2024	1,000.00
JP Morgan Chase Bank N.A.	Employee Training	Public Defender	General Fund	6/17/2024	164.59
JP Morgan Chase Bank N.A.	Employee Training	Public Defender	General Fund	6/17/2024	284.00
Michelle Tilmon	Employee Training	Public Defender	General Fund	6/17/2024	310.00
JP Morgan Chase Bank N.A.	Attorney Association Dues	Public Defender	General Fund	6/17/2024	980.00
JP Morgan Chase Bank N.A.	Attorney Association Dues	Public Defender	General Fund	6/17/2024	130.50
JP Morgan Chase Bank N.A.	Miscellaneous Contractual Exp	Public Defender	General Fund	6/17/2024	4.74
Verizon Wireless	Miscellaneous Contractual Exp	Public Defender	General Fund	6/17/2024	213.60
Warehouse Direct, Inc.	Office Supplies	Public Defender	General Fund	6/3/2024	90.53
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Public Defender	General Fund	6/3/2024	54.47
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Public Defender	General Fund	6/3/2024	46.46
JP Morgan Chase Bank N.A.	Office Supplies	Public Defender	General Fund	6/17/2024	49.99
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	Public Defender	General Fund	6/3/2024	881.65
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	Public Defender	General Fund	6/17/2024	4,694.48
JP Morgan Chase Bank N.A.	Books and Subscriptions	Public Defender	General Fund	6/17/2024	15.99
IL Department of Innovation & Technology (CMS)	Contractual/Consulting Services	Sheriff	General Fund	6/3/2024	942.40
Motorola Solutions Inc	Contractual/Consulting Services	Sheriff	General Fund	6/3/2024	9,675.00
JP Morgan Chase Bank N.A.	Medical/Dental/Hospital Services	Sheriff	General Fund	6/17/2024	790.00
JP Morgan Chase Bank N.A.	Extradition Costs	Sheriff	General Fund	6/17/2024	117.74
JP Morgan Chase Bank N.A.	Extradition Costs	Sheriff	General Fund	6/17/2024	50.16
JP Morgan Chase Bank N.A.	Extradition Costs	Sheriff	General Fund	6/17/2024	1,785.44
Petty Cash-Sheriff	Extradition Costs	Sheriff	General Fund	6/17/2024	128.00
Petty Cash-Sheriff	Extradition Costs	Sheriff	General Fund	6/17/2024	128.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Sheriff	General Fund	6/3/2024	18.79
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Sheriff	General Fund	6/3/2024	22.02
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Sheriff	General Fund	6/3/2024	19.53
Impact Networking, LLC	Repairs and Maint- Copiers	Sheriff	General Fund	6/3/2024	162.21
Impact Networking, LLC	Repairs and Maint- Copiers	Sheriff	General Fund	6/17/2024	108.00
Illinois Communications Sales, Inc.	Repairs and Maint- Comm Equip	Sheriff	General Fund	6/3/2024	850.00
Bob Jass Chevrolet, Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	6/3/2024	47.71
Bob Jass Chevrolet, Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	6/3/2024	27.73

Cintas Corporation	Repairs and Maint- Vehicles	Sheriff	General Fund	6/3/2024	73.53
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	6/3/2024	13.28
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	6/3/2024	65.94
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	6/3/2024	89.77
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	6/3/2024	100.08
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	6/3/2024	991.96
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	6/3/2024	118.15
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	6/3/2024	42.21
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	6/3/2024	-40.62
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	6/3/2024	660.85
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	6/3/2024	-100.55
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	6/3/2024	1,002.50
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	6/3/2024	30.11
Priority Products, Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	6/3/2024	474.26
Pomps Tire Service Inc	Repairs and Maint- Vehicles	Sheriff	General Fund	6/3/2024	6,467.50
Pomps Tire Service Inc	Repairs and Maint- Vehicles	Sheriff	General Fund	6/17/2024	280.00
Riggs Brothers, Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	6/17/2024	125.00
Riggs Brothers, Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	6/17/2024	125.00
Ultra Strobe Communications Inc	Repairs and Maint- Vehicles	Sheriff	General Fund	6/17/2024	124.95
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	6/17/2024	-144.00
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	6/17/2024	1,816.41
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	6/17/2024	62.36
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	6/17/2024	16.51
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	6/17/2024	14.99
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Vehicles	Sheriff	General Fund	6/17/2024	36.86
JP Morgan Chase Bank N.A.	Repairs and Maint- Vehicles	Sheriff	General Fund	6/17/2024	300.00
JP Morgan Chase Bank N.A.	Repairs and Maint- Vehicles	Sheriff	General Fund	6/17/2024	424.52
Petty Cash-Sheriff	Repairs and Maint- Vehicles	Sheriff	General Fund	6/17/2024	316.00
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	6/17/2024	38.48
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	6/17/2024	108.46
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	6/17/2024	60.58
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	6/17/2024	131.88
Cintas Corporation	Repairs and Maint- Vehicles	Sheriff	General Fund	6/17/2024	73.53
Cintas Corporation	Repairs and Maint- Vehicles	Sheriff	General Fund	6/17/2024	73.53
Cintas Corporation	Repairs and Maint- Vehicles	Sheriff	General Fund	6/17/2024	73.53
Al Piemonte Cadillac Inc dba St. Charles Chrysler	Repairs and Maint- Vehicles	Sheriff	General Fund	6/17/2024	799.50
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	6/3/2024	850.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	6/3/2024	256.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	6/17/2024	256.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	6/17/2024	256.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	6/17/2024	256.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	6/17/2024	64.94
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	6/17/2024	212.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	6/17/2024	76.68
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	6/17/2024	212.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	6/17/2024	1,118.96
JP Morgan Chase Bank N.A.	Employee Training	Sheriff	General Fund	6/17/2024	1,013.80
JP Morgan Chase Bank N.A.	Employee Training	Sheriff	General Fund	6/17/2024	2,190.51
JP Morgan Chase Bank N.A.	Employee Training	Sheriff	General Fund	6/17/2024	1,103.05
JP Morgan Chase Bank N.A.	Employee Training	Sheriff	General Fund	6/17/2024	186.96
JP Morgan Chase Bank N.A.	Sheriff Reimbursable Expense	Sheriff	General Fund	6/17/2024	463.49
JP Morgan Chase Bank N.A.	Sheriff Reimbursable Expense	Sheriff	General Fund	6/17/2024	267.01

JP Morgan Chase Bank N.A.	Sheriff Reimbursable Expense	Sheriff	General Fund	6/17/2024	164.97
JP Morgan Chase Bank N.A.	Sheriff Reimbursable Expense	Sheriff	General Fund	6/17/2024	189.99
JP Morgan Chase Bank N.A.	Sheriff Reimbursable Expense	Sheriff	General Fund	6/17/2024	58.21
JP Morgan Chase Bank N.A.	Sheriff Reimbursable Expense	Sheriff	General Fund	6/17/2024	1,813.03
JP Morgan Chase Bank N.A.	Sheriff Reimbursable Expense	Sheriff	General Fund	6/17/2024	3,360.00
JP Morgan Chase Bank N.A.	Sheriff Reimbursable Expense	Sheriff	General Fund	6/17/2024	111.79
JP Morgan Chase Bank N.A.	Sheriff Reimbursable Expense	Sheriff	General Fund	6/17/2024	386.90
JP Morgan Chase Bank N.A.	Sheriff Reimbursable Expense	Sheriff	General Fund	6/17/2024	86.25
JP Morgan Chase Bank N.A.	Sheriff Reimbursable Expense	Sheriff	General Fund	6/17/2024	404.55
JP Morgan Chase Bank N.A.	Sheriff Reimbursable Expense	Sheriff	General Fund	6/17/2024	2,553.56
JP Morgan Chase Bank N.A.	Sheriff Reimbursable Expense	Sheriff	General Fund	6/17/2024	2,520.54
JP Morgan Chase Bank N.A.	Office Supplies	Sheriff	General Fund	6/17/2024	10.24
Kluber, Inc.	Operating Supplies	Sheriff	General Fund	6/3/2024	5,595.50
Warehouse Direct, Inc.	Operating Supplies	Sheriff	General Fund	6/17/2024	69.75
JP Morgan Chase Bank N.A.	Operating Supplies	Sheriff	General Fund	6/17/2024	97.59
JP Morgan Chase Bank N.A.	Operating Supplies	Sheriff	General Fund	6/17/2024	3,883.80
JP Morgan Chase Bank N.A.	Operating Supplies	Sheriff	General Fund	6/17/2024	59.86
JP Morgan Chase Bank N.A.	Operating Supplies	Sheriff	General Fund	6/17/2024	437.85
JP Morgan Chase Bank N.A.	Operating Supplies	Sheriff	General Fund	6/17/2024	5.00
JP Morgan Chase Bank N.A.	Operating Supplies	Sheriff	General Fund	6/17/2024	1,546.28
JP Morgan Chase Bank N.A.	Operating Supplies	Sheriff	General Fund	6/17/2024	81.22
JP Morgan Chase Bank N.A.	Operating Supplies	Sheriff	General Fund	6/17/2024	389.08
JP Morgan Chase Bank N.A.	Operating Supplies	Sheriff	General Fund	6/17/2024	783.02
JP Morgan Chase Bank N.A.	S.W.A.T. Supplies	Sheriff	General Fund	6/17/2024	102.47
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	6/3/2024	865.16
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	6/3/2024	166.62
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	6/17/2024	297.77
Streicher's, Inc.	Uniform Supplies	Sheriff	General Fund	6/17/2024	1,566.00
JP Morgan Chase Bank N.A.	Uniform Supplies	Sheriff	General Fund	6/17/2024	118.60
Al Warren Oil Company, Inc.	Fuel- Vehicles	Sheriff	General Fund	6/3/2024	7,355.52
Al Warren Oil Company, Inc.	Fuel- Vehicles	Sheriff	General Fund	6/17/2024	7,152.33
WEX BANK	Fuel- Vehicles	Sheriff	General Fund	6/17/2024	35,152.70
COPS Testing Service Inc	Medical/Dental/Hospital Services	Sheriff	General Fund	6/3/2024	500.00
Lighthouse Recovery, Inc.	Medical/Dental/Hospital Services	Sheriff	General Fund	6/17/2024	25,000.00
Wellpath, LLC	Medical/Dental/Hospital Services	Sheriff	General Fund	6/17/2024	322,789.92
Southern Computer Warehouse (SCW)	Repairs and Maint- Comm Equip	Sheriff	General Fund	6/3/2024	355.12
Valley Lock Company Inc	Repairs and Maint- Equipment	Sheriff	General Fund	6/3/2024	174.45
Warehouse Direct, Inc.	Repairs and Maint- Equipment	Sheriff	General Fund	6/3/2024	116.49
JP Morgan Chase Bank N.A.	Repairs and Maint- Equipment	Sheriff	General Fund	6/17/2024	559.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	6/3/2024	320.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	6/17/2024	355.67
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	6/17/2024	192.00
JP Morgan Chase Bank N.A.	Employee Training	Sheriff	General Fund	6/17/2024	1,052.17
JP Morgan Chase Bank N.A.	Employee Training	Sheriff	General Fund	6/17/2024	150.00
JP Morgan Chase Bank N.A.	Employee Training	Sheriff	General Fund	6/17/2024	2,044.64
JP Morgan Chase Bank N.A.	Employee Training	Sheriff	General Fund	6/17/2024	2,087.71
JP Morgan Chase Bank N.A.	Employee Training	Sheriff	General Fund	6/17/2024	695.85
JP Morgan Chase Bank N.A.	Office Supplies	Sheriff	General Fund	6/17/2024	22.93
JP Morgan Chase Bank N.A.	Operating Supplies	Sheriff	General Fund	6/17/2024	29.75
JP Morgan Chase Bank N.A.	Operating Supplies	Sheriff	General Fund	6/17/2024	152.00
JP Morgan Chase Bank N.A.	Operating Supplies	Sheriff	General Fund	6/17/2024	1,230.06
OnTime Telecom, Inc. dba DialMyCalls	Operating Supplies	Sheriff	General Fund	6/17/2024	61.75

Valdes LLC	Operating Supplies	Sheriff	General Fund	6/17/2024	999.25
Valdes LLC	Operating Supplies	Sheriff	General Fund	6/17/2024	999.25
Warehouse Direct, Inc.	Operating Supplies	Sheriff	General Fund	6/17/2024	212.16
Warehouse Direct, Inc.	Operating Supplies	Sheriff	General Fund	6/17/2024	281.91
Cintas Corporation	Uniform Supplies	Sheriff	General Fund	6/3/2024	62.03
P.F. Pettibone & Co.	Uniform Supplies	Sheriff	General Fund	6/3/2024	1,731.90
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	6/3/2024	267.97
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	6/3/2024	76.27
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	6/3/2024	658.97
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	6/17/2024	79.60
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	6/17/2024	224.00
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	6/17/2024	14.96
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	6/17/2024	30.43
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	6/17/2024	34.22
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	6/17/2024	30.43
Cintas Corporation	Uniform Supplies	Sheriff	General Fund	6/17/2024	62.03
Cintas Corporation	Uniform Supplies	Sheriff	General Fund	6/17/2024	62.03
Cintas Corporation	Uniform Supplies	Sheriff	General Fund	6/17/2024	62.03
JP Morgan Chase Bank N.A.	Uniform Supplies	Sheriff	General Fund	6/17/2024	237.00
Aramark Services, Inc.	Food	Sheriff	General Fund	6/3/2024	12,635.29
Aramark Services, Inc.	Food	Sheriff	General Fund	6/3/2024	30.96
Aramark Services, Inc.	Food	Sheriff	General Fund	6/3/2024	1,399.52
Aramark Services, Inc.	Food	Sheriff	General Fund	6/3/2024	29.88
Aramark Services, Inc.	Food	Sheriff	General Fund	6/3/2024	13,043.23
Securus Monitor. dba Satellite Tracking of People	Food	Sheriff	General Fund	6/3/2024	6,186.00
Valdes LLC	Food	Sheriff	General Fund	6/3/2024	999.25
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/3/2024	72.42
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/3/2024	2.99
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/3/2024	131.69
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/3/2024	27.43
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/3/2024	23.14
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/3/2024	2.99
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/3/2024	9.48
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	6/3/2024	11.77
Petty Cash-Sheriff	Food	Sheriff	General Fund	6/3/2024	30.00
Petty Cash-Sheriff	Food	Sheriff	General Fund	6/3/2024	30.00
Porfirio Roman Ramirez	Food	Sheriff	General Fund	6/3/2024	2,800.00
Warehouse Direct, Inc.	Food	Sheriff	General Fund	6/3/2024	165.42
Warehouse Direct, Inc.	Food	Sheriff	General Fund	6/3/2024	165.42
Warehouse Direct, Inc.	Food	Sheriff	General Fund	6/17/2024	281.91
Porfirio Roman Ramirez	Food	Sheriff	General Fund	6/17/2024	2,800.00
Valdes LLC	Food	Sheriff	General Fund	6/17/2024	999.25
Securus Monitor. dba Satellite Tracking of People	Food	Sheriff	General Fund	6/17/2024	6,348.00
Aramark Services, Inc.	Food	Sheriff	General Fund	6/17/2024	13,307.50
Aramark Services, Inc.	Food	Sheriff	General Fund	6/17/2024	30.24
Aramark Services, Inc.	Food	Sheriff	General Fund	6/17/2024	13,642.91
Aramark Services, Inc.	Food	Sheriff	General Fund	6/17/2024	89.46
Aramark Services, Inc.	Food	Sheriff	General Fund	6/17/2024	13,700.31
Aramark Services, Inc.	Food	Sheriff	General Fund	6/17/2024	30.78
County of Kendall Sheriffs Department	Food	Sheriff	General Fund	6/17/2024	150.00
Bob Barker Company Inc	Clothing Supplies	Sheriff	General Fund	6/3/2024	2,061.84
Bob Barker Company Inc	Clothing Supplies	Sheriff	General Fund	6/3/2024	655.32

Petty Cash-Sheriff	Contractual/Consulting Services	Sheriff	General Fund	6/17/2024	2,400.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	6/3/2024	80.00
Bridges for Language Corp	Employee Training	Sheriff	General Fund	6/17/2024	230.00
JP Morgan Chase Bank N.A.	Office Supplies	Sheriff	General Fund	6/17/2024	47.49
Warehouse Direct, Inc.	Office Supplies	Sheriff	General Fund	6/17/2024	101.78
Fox Valley Park District	Operating Supplies	Sheriff	General Fund	6/17/2024	500.00
J.G. Uniforms, Inc.	Uniform Supplies	Sheriff	General Fund	6/3/2024	1,775.49
Peter J. Burgert	Employee Mileage Expense	Merit Commission	General Fund	6/17/2024	254.60
Manuel E. Olalde	Employee Mileage Expense	Merit Commission	General Fund	6/17/2024	339.02
JP Morgan Chase Bank N.A.	Conferences and Meetings	Court Services	General Fund	6/17/2024	1,577.91
Stacy Harwood	Employee Training	Court Services	General Fund	6/17/2024	140.00
JP Morgan Chase Bank N.A.	Employee Training	Court Services	General Fund	6/17/2024	2,369.25
Ruth E Gilles	Postage	Court Services	General Fund	6/3/2024	9.85
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	6/3/2024	1,295.15
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	6/3/2024	172.38
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	6/17/2024	1,151.25
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Court Services	General Fund	6/3/2024	415.00
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Court Services	General Fund	6/3/2024	430.25
Motorola Solutions Inc	Repairs and Maint- Comm Equip	Court Services	General Fund	6/3/2024	320.00
105 Grove LLC	Building Space Rental	Court Services	General Fund	6/3/2024	2,835.21
JP Morgan Chase Bank N.A.	Conferences and Meetings	Court Services	General Fund	6/17/2024	3,505.88
JP Morgan Chase Bank N.A.	Conferences and Meetings	Court Services	General Fund	6/17/2024	857.92
JP Morgan Chase Bank N.A.	Employee Training	Court Services	General Fund	6/17/2024	1,579.50
Corey Gregg	Employee Mileage Expense	Court Services	General Fund	6/17/2024	26.13
Lindsey Liddicoatt	Employee Mileage Expense	Court Services	General Fund	6/17/2024	114.60
JP Morgan Chase Bank N.A.	General Association Dues	Court Services	General Fund	6/17/2024	225.00
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Court Services	General Fund	6/3/2024	33.02
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Court Services	General Fund	6/3/2024	71.63
JP Morgan Chase Bank N.A.	Miscellaneous Contractual Exp	Court Services	General Fund	6/17/2024	20.00
JP Morgan Chase Bank N.A.	Office Supplies	Court Services	General Fund	6/17/2024	49.89
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	6/17/2024	98.67
The Tree House Inc	Computer Related Supplies	Court Services	General Fund	6/3/2024	379.36
WEX BANK	Fuel- Vehicles	Court Services	General Fund	6/17/2024	723.85
Rebecca L. Grout	Miscellaneous Supplies	Court Services	General Fund	6/17/2024	50.77
JP Morgan Chase Bank N.A.	Miscellaneous Supplies	Court Services	General Fund	6/17/2024	195.08
JP Morgan Chase Bank N.A.	Miscellaneous Supplies	Court Services	General Fund	6/17/2024	85.95
Nancy Bagley	Psychological/Psychiatric Srvs	Court Services	General Fund	6/17/2024	500.00
Ecker Center for Mental Health	Psychological/Psychiatric Srvs	Court Services	General Fund	6/17/2024	2,500.00
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	6/3/2024	976.73
JP Morgan Chase Bank N.A.	Conferences and Meetings	Court Services	General Fund	6/17/2024	176.29
JP Morgan Chase Bank N.A.	Conferences and Meetings	Court Services	General Fund	6/17/2024	95.28
JP Morgan Chase Bank N.A.	Incentives	Court Services	General Fund	6/17/2024	522.15
Julissa Gonzalez	Peer Group Activities Supplies	Court Services	General Fund	6/17/2024	9.99
JP Morgan Chase Bank N.A.	Peer Group Activities Supplies	Court Services	General Fund	6/17/2024	182.61
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	6/3/2024	1,151.96
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Court Services	General Fund	6/3/2024	531.50
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Court Services	General Fund	6/3/2024	505.00
Waste Management of Illinois - West	Repairs and Maint- Buildings	Court Services	General Fund	6/3/2024	200.54
105 Grove LLC	Building Space Rental	Court Services	General Fund	6/3/2024	2,835.21
SC Auto Inc DBA Midas Auto Service	Repairs and Maint- Vehicles	Court Services	General Fund	6/17/2024	2,688.99
Lydia Johnson	Employee Mileage Expense	Court Services	General Fund	6/17/2024	26.13
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Court Services	General Fund	6/3/2024	37.31

Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	6/3/2024	26.55
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	6/3/2024	-26.55
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	6/3/2024	37.48
JP Morgan Chase Bank N.A.	Operating Supplies	Court Services	General Fund	6/17/2024	213.72
WEX BANK	Fuel- Vehicles	Court Services	General Fund	6/17/2024	217.31
Family Counseling Services of Aurora	Contractual/Consulting Services	Court Services	General Fund	6/17/2024	3,333.33
Family Counseling Services of Aurora	Contractual/Consulting Services	Court Services	General Fund	6/17/2024	825.00
Family Service Association of Greater Elgin Area	Contractual/Consulting Services	Court Services	General Fund	6/17/2024	1,400.00
Advanced Correctional Healthcare, Inc.	Medical/Dental/Hospital Services	Court Services	General Fund	6/17/2024	37,817.23
Symphony Diagnostic Svcs No. 1 dba MobilexUSA	Medical/Dental/Hospital Services	Court Services	General Fund	6/17/2024	185.00
Charm-Tex, Inc.	Juvenile Board and Care	Court Services	General Fund	6/3/2024	67.50
Uline	Juvenile Board and Care	Court Services	General Fund	6/3/2024	315.11
Bob Barker Company Inc	Juvenile Board and Care	Court Services	General Fund	6/3/2024	182.64
Bob Barker Company Inc	Juvenile Board and Care	Court Services	General Fund	6/3/2024	2,483.76
Bob Barker Company Inc	Juvenile Board and Care	Court Services	General Fund	6/17/2024	733.89
Bob Barker Company Inc	Juvenile Board and Care	Court Services	General Fund	6/17/2024	346.08
Bob Barker Company Inc	Juvenile Board and Care	Court Services	General Fund	6/17/2024	201.60
Bob Barker Company Inc	Juvenile Board and Care	Court Services	General Fund	6/17/2024	557.21
Garcia Clinical Laboratory, Inc.	Lab Services	Court Services	General Fund	6/3/2024	304.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Court Services	General Fund	6/3/2024	44.82
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Court Services	General Fund	6/3/2024	31.37
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Court Services	General Fund	6/3/2024	42.91
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Court Services	General Fund	6/3/2024	25.39
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Court Services	General Fund	6/3/2024	34.08
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Court Services	General Fund	6/3/2024	10.61
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Court Services	General Fund	6/3/2024	11.91
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Court Services	General Fund	6/3/2024	22.36
JP Morgan Chase Bank N.A.	Repairs and Maint- Vehicles	Court Services	General Fund	6/17/2024	16.00
JP Morgan Chase Bank N.A.	Employee Training	Court Services	General Fund	6/17/2024	2,205.00
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Court Services	General Fund	6/3/2024	77.61
Stericycle, Inc.	Miscellaneous Contractual Exp	Court Services	General Fund	6/3/2024	226.26
JP Morgan Chase Bank N.A.	Miscellaneous Contractual Exp	Court Services	General Fund	6/17/2024	52.00
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	6/3/2024	277.29
JP Morgan Chase Bank N.A.	Office Supplies	Court Services	General Fund	6/17/2024	6.99
Sysco Food Services Chicago	Operating Supplies	Court Services	General Fund	6/3/2024	340.96
Sysco Food Services Chicago	Operating Supplies	Court Services	General Fund	6/17/2024	423.02
Sysco Food Services Chicago	Operating Supplies	Court Services	General Fund	6/17/2024	303.95
Cooks Correctional Kitchen Equipment	Operating Supplies	Court Services	General Fund	6/17/2024	346.14
Insight Public Sector Inc	Operating Supplies	Court Services	General Fund	6/17/2024	3,090.00
JP Morgan Chase Bank N.A.	Operating Supplies	Court Services	General Fund	6/17/2024	154.75
The Tree House Inc	Computer Related Supplies	Court Services	General Fund	6/17/2024	371.80
City of St. Charles	Utilities- Water	Court Services	General Fund	6/3/2024	1,155.93
Initial Impressions Inc	Uniform Supplies	Court Services	General Fund	6/3/2024	35.64
Initial Impressions Inc	Uniform Supplies	Court Services	General Fund	6/17/2024	150.24
Aramark Services, Inc.	Food	Court Services	General Fund	6/3/2024	1,890.00
Aramark Services, Inc.	Food	Court Services	General Fund	6/3/2024	1,890.00
Sysco Food Services Chicago	Food	Court Services	General Fund	6/3/2024	1,813.33
Sysco Food Services Chicago	Food	Court Services	General Fund	6/3/2024	898.02
Sysco Food Services Chicago	Food	Court Services	General Fund	6/17/2024	118.86
Sysco Food Services Chicago	Food	Court Services	General Fund	6/17/2024	957.10
Sysco Food Services Chicago	Food	Court Services	General Fund	6/17/2024	1,421.37
Sysco Food Services Chicago	Food	Court Services	General Fund	6/17/2024	23.82

Sysco Food Services Chicago	Food	Court Services	General Fund	6/17/2024	101.69
Sysco Food Services Chicago	Food	Court Services	General Fund	6/17/2024	2,662.15
Aramark Services, Inc.	Food	Court Services	General Fund	6/17/2024	1,890.00
Aramark Services, Inc.	Food	Court Services	General Fund	6/17/2024	1,890.00
Synchrony Bank (Sam's Club Direct/Lowes)	Food	Court Services	General Fund	6/17/2024	198.91
Green Tree Pharmacy	Medical Supplies and Drugs	Court Services	General Fund	6/3/2024	1,582.35
JP Morgan Chase Bank N.A.	Medical Supplies and Drugs	Court Services	General Fund	6/17/2024	42.50
Redwood Toxicology Inc.	Medical Supplies and Drugs	Court Services	General Fund	6/17/2024	281.00
JP Morgan Chase Bank N.A.	Subscription Databases	Court Services	General Fund	6/17/2024	22.99
WEX BANK	Fuel- Vehicles	Court Services	General Fund	6/17/2024	179.87
Nancy S Duarte	Contractual/Consulting Services	Court Services	General Fund	6/3/2024	500.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Court Services	General Fund	6/3/2024	63.97
Jenna D'Agostini	Conferences and Meetings	Court Services	General Fund	6/17/2024	142.00
Jenna D'Agostini	Conferences and Meetings	Court Services	General Fund	6/17/2024	208.00
Jenna D'Agostini	Conferences and Meetings	Court Services	General Fund	6/17/2024	64.30
JP Morgan Chase Bank N.A.	Conferences and Meetings	Court Services	General Fund	6/17/2024	286.46
Alexandra Tsang	Conferences and Meetings	Court Services	General Fund	6/17/2024	142.00
Alexandra Tsang	Conferences and Meetings	Court Services	General Fund	6/17/2024	208.00
JP Morgan Chase Bank N.A.	Miscellaneous Contractual Exp	Court Services	General Fund	6/17/2024	11.55
JP Morgan Chase Bank N.A.	Office Supplies	Court Services	General Fund	6/17/2024	35.98
Institute of Personality & Ability Testing-IPAT	Testing Materials	Court Services	General Fund	6/3/2024	770.00
Psychological Assessment Resources Inc (PAR, Inc.)	Testing Materials	Court Services	General Fund	6/17/2024	659.23
JP Morgan Chase Bank N.A.	Miscellaneous Supplies	Court Services	General Fund	6/17/2024	304.75
Tools for Life, Ltd	Psychological/Psychiatric Svcs	Court Services	General Fund	6/3/2024	125.00
Tools for Life, Ltd	Psychological/Psychiatric Svcs	Court Services	General Fund	6/3/2024	580.00
Latino Treatment Center	Psychological/Psychiatric Svcs	Court Services	General Fund	6/17/2024	1,450.00
Lighthouse Recovery, Inc.	Psychological/Psychiatric Svcs	Court Services	General Fund	6/17/2024	400.00
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	6/3/2024	286.67
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	6/3/2024	1,253.02
JP Morgan Chase Bank N.A.	Conferences and Meetings	Court Services	General Fund	6/17/2024	5,292.54
Philip Wessel	Employee Training	Court Services	General Fund	6/17/2024	254.00
JP Morgan Chase Bank N.A.	Books and Subscriptions	Court Services	General Fund	6/17/2024	165.25
JP Morgan Chase Bank N.A.	Peer Group Activities Supplies	Court Services	General Fund	6/17/2024	21.59
James A. Filkins	Autopsies/Consulting	Coroner	General Fund	6/17/2024	32,400.00
JP Morgan Chase Bank N.A.	Autopsies/Consulting	Coroner	General Fund	6/17/2024	300.00
Mitra B. Kalelkar	Autopsies/Consulting	Coroner	General Fund	6/17/2024	20,150.00
Mitra B. Kalelkar	Autopsies/Consulting	Coroner	General Fund	6/17/2024	13,950.00
Central DuPage Hospital Association DBA HealthLab	Toxicology Expense	Coroner	General Fund	6/3/2024	271.50
NMS Labs	Toxicology Expense	Coroner	General Fund	6/3/2024	12,680.00
JP Morgan Chase Bank N.A.	Repairs and Maint- Vehicles	Coroner	General Fund	6/17/2024	501.61
JP Morgan Chase Bank N.A.	Conferences and Meetings	Coroner	General Fund	6/17/2024	79.65
JP Morgan Chase Bank N.A.	General Association Dues	Coroner	General Fund	6/17/2024	275.12
WEX BANK	Fuel- Vehicles	Coroner	General Fund	6/17/2024	986.26
Menards, Inc.	Repairs and Maint- Equipment	Emergency Management Services	General Fund	6/3/2024	8.96
Menards, Inc.	Repairs and Maint- Equipment	Emergency Management Services	General Fund	6/3/2024	-11.99
Menards, Inc.	Repairs and Maint- Equipment	Emergency Management Services	General Fund	6/17/2024	45.41
JP Morgan Chase Bank N.A.	Repairs and Maint- Equipment	Emergency Management Services	General Fund	6/17/2024	187.80
JP Morgan Chase Bank N.A.	Repairs and Maint- Equipment	Emergency Management Services	General Fund	6/17/2024	83.58
Toshiba America Business Solutions, Inc	Operating Supplies	Emergency Management Services	General Fund	6/3/2024	1,665.00
JP Morgan Chase Bank N.A.	Operating Supplies	Emergency Management Services	General Fund	6/17/2024	358.38
Eagle Engraving, Inc.	Uniform Supplies	Emergency Management Services	General Fund	6/17/2024	1,357.00
Initial Impressions Inc	Uniform Supplies	Emergency Management Services	General Fund	6/17/2024	137.50

WEX BANK	Fuel- Vehicles	Environmental Management	General Fund	6/17/2024	63.27
Rons Automotive Services Inc	Repairs and Maint- Vehicles	Development	General Fund	6/3/2024	370.03
Rons Automotive Services Inc	Repairs and Maint- Vehicles	Development	General Fund	6/17/2024	213.05
Rons Automotive Services Inc	Repairs and Maint- Vehicles	Development	General Fund	6/17/2024	98.71
Karen Ann Miller	Conferences and Meetings	Development	General Fund	6/17/2024	279.93
David F. Schultz	Employee Mileage Expense	Development	General Fund	6/3/2024	24.79
Warehouse Direct, Inc.	Office Supplies	Development	General Fund	6/3/2024	40.51
Warehouse Direct, Inc.	Office Supplies	Development	General Fund	6/3/2024	133.90
Warehouse Direct, Inc.	Office Supplies	Development	General Fund	6/17/2024	14.63
Warehouse Direct, Inc.	Office Supplies	Development	General Fund	6/17/2024	185.71
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	Development	General Fund	6/3/2024	22.95
JP Morgan Chase Bank N.A.	Operating Supplies	Development	General Fund	6/17/2024	153.97
WEX BANK	Fuel- Vehicles	Development	General Fund	6/17/2024	1,160.49
Pitney Bowes, Inc.	Postage	Other- Countywide Expenses	General Fund	6/3/2024	285.12
FedEx	Postage	Other- Countywide Expenses	General Fund	6/17/2024	285.04
FedEx	Postage	Other- Countywide Expenses	General Fund	6/17/2024	571.01
FedEx	Postage	Other- Countywide Expenses	General Fund	6/17/2024	118.16
FedEx	Postage	Other- Countywide Expenses	General Fund	6/17/2024	14.08
Hodges-Mace LLC	Software Licensing Cost	Other- Countywide Expenses	General Fund	6/3/2024	8,039.90
Hodges-Mace LLC	Software Licensing Cost	Other- Countywide Expenses	General Fund	6/3/2024	8,084.00
JP Morgan Chase Bank N.A.	Software Licensing Cost	Other- Countywide Expenses	General Fund	6/17/2024	5,300.00
JP Morgan Chase Bank N.A.	Software Licensing Cost	Other- Countywide Expenses	General Fund	6/17/2024	562.75
JP Morgan Chase Bank N.A.	Software Licensing Cost	Other- Countywide Expenses	General Fund	6/17/2024	2,048.30
Dell Marketing LP	Software Licensing Cost	Other- Countywide Expenses	General Fund	6/17/2024	581.02
AT&T	Telephone	Other- Countywide Expenses	General Fund	6/3/2024	135.98
AT&T	Telephone	Other- Countywide Expenses	General Fund	6/3/2024	16,077.60
AT&T	Telephone	Other- Countywide Expenses	General Fund	6/3/2024	1,282.71
AT&T	Telephone	Other- Countywide Expenses	General Fund	6/3/2024	3,158.05
AT&T	Telephone	Other- Countywide Expenses	General Fund	6/3/2024	404.56
AT&T	Telephone	Other- Countywide Expenses	General Fund	6/3/2024	4,469.90
AT&T	Telephone	Other- Countywide Expenses	General Fund	6/3/2024	310.31
JP Morgan Chase Bank N.A.	Telephone	Other- Countywide Expenses	General Fund	6/17/2024	89.85
PTS Communications, Inc.	Telephone	Other- Countywide Expenses	General Fund	6/17/2024	100.00
Verizon Wireless	Cellular Phone	Other- Countywide Expenses	General Fund	6/3/2024	33,975.73
Spok, Inc. (USA Mobility Wireless Inc)	Cellular Phone	Other- Countywide Expenses	General Fund	6/17/2024	12.03
T-Mobile USA, Inc.	Cellular Phone	Other- Countywide Expenses	General Fund	6/17/2024	47.20
Corey Malis	Internet	Other- Countywide Expenses	General Fund	6/3/2024	65.00
Steven Shackleton	Internet	Other- Countywide Expenses	General Fund	6/3/2024	190.00
Jon Kloese	Internet	Other- Countywide Expenses	General Fund	6/3/2024	95.00
Kurt D. Lebo	Internet	Other- Countywide Expenses	General Fund	6/17/2024	87.72
Steven Shackleton	Internet	Other- Countywide Expenses	General Fund	6/17/2024	95.00
John Zakosek	Internet	Other- Countywide Expenses	General Fund	6/17/2024	95.00
Scott Novack	Internet	Other- Countywide Expenses	General Fund	6/17/2024	156.84
Brooke Roff	Internet	Other- Countywide Expenses	General Fund	6/17/2024	95.00
Brooke Roff	Internet	Other- Countywide Expenses	General Fund	6/17/2024	95.00
Carahsoft Technology Corporation	Internet	Other- Countywide Expenses	General Fund	6/17/2024	13,626.24
Thomas Cunningham	Internet	Other- Countywide Expenses	General Fund	6/17/2024	110.00
Stephen Dolewski	Internet	Other- Countywide Expenses	General Fund	6/17/2024	89.99
Carson Doll	Internet	Other- Countywide Expenses	General Fund	6/17/2024	30.00
Benjamin J. Fox	Internet	Other- Countywide Expenses	General Fund	6/17/2024	63.99
Eric C Gwillim	Internet	Other- Countywide Expenses	General Fund	6/17/2024	190.00
JP Morgan Chase Bank N.A.	Internet	Other- Countywide Expenses	General Fund	6/17/2024	128.99

JP Morgan Chase Bank N.A.	Internet	Other- Countywide Expenses	General Fund	6/17/2024	131.00
JP Morgan Chase Bank N.A.	Internet	Other- Countywide Expenses	General Fund	6/17/2024	2,898.95
JP Morgan Chase Bank N.A.	Miscellaneous Supplies	Other- Countywide Expenses	General Fund	6/17/2024	246.52
CCMSI	Liability Insurance	Human Resource Management	Insurance Liability	6/3/2024	21,223.75
H&H Electric Co.	Liability Insurance	Human Resource Management	Insurance Liability	6/3/2024	3,485.39
Northern Contracting, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	6/3/2024	2,768.17
Northern Contracting, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	6/3/2024	1,405.66
Northern Contracting, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	6/3/2024	4,595.65
Northern Contracting, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	6/3/2024	4,116.18
Physicians Immediate Care North Chicago, LLC	Liability Insurance	Human Resource Management	Insurance Liability	6/3/2024	360.00
Strypes Plus More, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	6/3/2024	475.00
Via Carlita, LLC dba Hawk Ford of St. Charles	Liability Insurance	Human Resource Management	Insurance Liability	6/3/2024	613.80
Via Carlita, LLC dba Hawk Ford of St. Charles	Liability Insurance	Human Resource Management	Insurance Liability	6/3/2024	168.76
Via Carlita, LLC dba Hawk Ford of St. Charles	Liability Insurance	Human Resource Management	Insurance Liability	6/3/2024	160.02
West Bend Mutual Insurance Company	Liability Insurance	Human Resource Management	Insurance Liability	6/3/2024	20.00
West Bend Mutual Insurance Company	Liability Insurance	Human Resource Management	Insurance Liability	6/3/2024	20.00
West Bend Mutual Insurance Company	Liability Insurance	Human Resource Management	Insurance Liability	6/17/2024	20.00
Northern Contracting, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	6/17/2024	2,217.59
Northern Contracting, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	6/17/2024	5,381.78
Northern Contracting, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	6/17/2024	4,555.62
H&H Electric Co.	Liability Insurance	Human Resource Management	Insurance Liability	6/17/2024	2,114.83
H&H Electric Co.	Liability Insurance	Human Resource Management	Insurance Liability	6/17/2024	8,997.40
CCMSI	Liability Insurance	Human Resource Management	Insurance Liability	6/17/2024	28,146.91
CCMSI	Workers Compensation	Human Resource Management	Insurance Liability	6/17/2024	-6,008.94
Matthew J Goncher	Workers Compensation	Human Resource Management	Insurance Liability	6/17/2024	859.98
Edgar K. Collison Law Offices, Ltd.	Legal Services	State's Attorney	Insurance Liability	6/3/2024	4,000.00
Laner Muchin Ltd	Legal Services	State's Attorney	Insurance Liability	6/3/2024	3,632.75
Kenneth C. Shepro	Legal Services	State's Attorney	Insurance Liability	6/17/2024	7,000.00
Kenneth C. Shepro	Legal Services	State's Attorney	Insurance Liability	6/17/2024	7,000.00
		State's Attorney	Insurance Liability	6/17/2024	36.00
Chronicle Media, LLC	Legal Trial Notices	State's Attorney	Insurance Liability	6/3/2024	90.00
Chronicle Media, LLC	Legal Trial Notices	State's Attorney	Insurance Liability	6/3/2024	30.00
Paddock Publications (Daily Herald)	Legal Trial Notices	State's Attorney	Insurance Liability	6/17/2024	225.00
Planet Depos, LLC	Court Reporter Costs	State's Attorney	Insurance Liability	6/3/2024	602.85
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	State's Attorney	Insurance Liability	6/3/2024	66.73
JP Morgan Chase Bank N.A.	Office Supplies	State's Attorney	Insurance Liability	6/17/2024	81.38
JP Morgan Chase Bank N.A.	Office Supplies	State's Attorney	Insurance Liability	6/17/2024	93.30
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Information Technologies	Geographic Information Systems	6/3/2024	18.97
Heidi Lichtenberger	Tuition Reimbursement	County Board	Grand Victoria Casino Elgin	6/17/2024	273.60
Richard Malek II	Tuition Reimbursement	County Board	Grand Victoria Casino Elgin	6/17/2024	2,400.00
CASA Kane County	External Grants	County Board	Grand Victoria Casino Elgin	6/17/2024	37,800.00
Fox Valley Food for Health	External Grants	County Board	Grand Victoria Casino Elgin	6/17/2024	77,995.00
Fifth Third Bank	Office Supplies	County Board	Grand Victoria Casino Elgin	6/28/2024	30.17
Defin.Net Solutions Inc	Contractual/Consulting Services	Other- Countywide Expenses	Public Safety Sales Tax	6/3/2024	11,000.00
Tyler Technologies, Inc. (New World)	Contractual/Consulting Services	Other- Countywide Expenses	Public Safety Sales Tax	6/3/2024	28.90
Tyler Technologies, Inc. (New World)	Software Licensing Cost	Other- Countywide Expenses	Public Safety Sales Tax	6/3/2024	35,200.00
Tyler Technologies, Inc. (New World)	Software Licensing Cost	Other- Countywide Expenses	Public Safety Sales Tax	6/3/2024	3,696.00
USIC Locating Services LLC	Communications Equipment	Other- Countywide Expenses	Public Safety Sales Tax	6/17/2024	1,119.01
Defin.Net Solutions Inc	Contractual/Consulting Services	Other- Countywide Expenses	Judicial Technology Sales Tax	6/3/2024	9,000.00
Tyler Technologies, Inc. (New World)	Software Licensing Cost	Other- Countywide Expenses	Judicial Technology Sales Tax	6/17/2024	117,232.13
Lindsey Brusky	Conferences and Meetings	Other- Countywide Expenses	Judicial Technology Sales Tax	6/17/2024	1,413.15
Andrew Dohr	Conferences and Meetings	Other- Countywide Expenses	Judicial Technology Sales Tax	6/17/2024	1,023.46

Carson Doll	Conferences and Meetings	Other- Countywide Expenses	Judicial Technology Sales Tax	6/17/2024	1,069.09
Robert Enright	Conferences and Meetings	Other- Countywide Expenses	Judicial Technology Sales Tax	6/17/2024	1,466.67
JP Morgan Chase Bank N.A.	Conferences and Meetings	Other- Countywide Expenses	Judicial Technology Sales Tax	6/17/2024	1,074.09
JP Morgan Chase Bank N.A.	Conferences and Meetings	Other- Countywide Expenses	Judicial Technology Sales Tax	6/17/2024	1,882.04
Charles A. Lasky	Conferences and Meetings	Other- Countywide Expenses	Judicial Technology Sales Tax	6/17/2024	160.00
David Magiera	Conferences and Meetings	Other- Countywide Expenses	Judicial Technology Sales Tax	6/17/2024	902.05
Davis Neuenkirchen	Conferences and Meetings	Other- Countywide Expenses	Judicial Technology Sales Tax	6/17/2024	160.00
KS State Bank	Equipment Lease	Sheriff	Sheriff's Vehicle & Equipment	6/3/2024	148,221.22
Chicago Parts and Sound, LLC	Automotive Equipment	Sheriff	Sheriff's Vehicle & Equipment	6/3/2024	282.95
JP Morgan Chase Bank N.A.	Automotive Equipment	Sheriff	Sheriff's Vehicle & Equipment	6/17/2024	26.99
Amazon Capital Services Inc	Office Supplies	Treasurer/Collector	Tax Sale Automation	6/17/2024	56.94
Illinois Office Supply	General Printing	County Clerk	Vital Records Automation	6/17/2024	3,780.00
Intab, LLC	Operating Supplies	County Clerk	Vital Records Automation	6/17/2024	334.65
HOV Services Inc dba an Exela Technologies Co.	Operating Supplies	Recorder	Recorder's Automation	6/3/2024	377.11
Land-Code LLC	Computer Related Supplies	Recorder	Recorder's Automation	6/3/2024	447.85
The Sidwell Company	Books and Subscriptions	Recorder	Recorder's Automation	6/17/2024	670.00
Kane County Bar Foundation, Inc.	Contractual/Consulting Services	Judiciary and Courts	Children's Waiting Room	6/3/2024	10,399.71
Jordan A. Bright	Conferences and Meetings	Circuit Clerk	Court Automation	6/17/2024	64.00
JP Morgan Chase Bank N.A.	Conferences and Meetings	Circuit Clerk	Court Automation	6/17/2024	400.01
Mary J. Wcislo	Conferences and Meetings	Circuit Clerk	Court Automation	6/17/2024	128.00
Jordan A. Bright	Employee Mileage Expense	Circuit Clerk	Court Automation	6/17/2024	282.74
Mary J. Wcislo	Employee Mileage Expense	Circuit Clerk	Court Automation	6/17/2024	322.94
Groot Recycling dba Accurate Document Destruction	Destruction of Records Services	Circuit Clerk	Court Document Storage	6/3/2024	323.31
Canon Solutions America Inc	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	6/3/2024	22.41
Canon Solutions America Inc	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	6/3/2024	85.43
Canon Solutions America Inc	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	6/3/2024	60.41
Impact Networking, LLC	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	6/3/2024	152.90
BPS Ventures II LLC dba BPS Technologies	Repairs and Maint- Equipment	Circuit Clerk	Court Document Storage	6/17/2024	9,640.00
Cummins-Allison Corporation	Repairs and Maint- Equipment	Circuit Clerk	Circuit Clerk Admin Services	6/17/2024	684.88
Lori A. Johnson	Conferences and Meetings	Circuit Clerk	Circuit Clerk Admin Services	6/17/2024	128.00
JP Morgan Chase Bank N.A.	Conferences and Meetings	Circuit Clerk	Circuit Clerk Admin Services	6/17/2024	803.79
Warehouse Direct, Inc.	Office Supplies	Circuit Clerk	Circuit Clerk Admin Services	6/17/2024	17.26
JP Morgan Chase Bank N.A.	Conferences and Meetings	Circuit Clerk	Circuit Clk Electronic Citation	6/17/2024	623.86
JP Morgan Chase Bank N.A.	Conferences and Meetings	Circuit Clerk	Circuit Clk Electronic Citation	6/17/2024	1,871.58
Laura Steging	Conferences and Meetings	Circuit Clerk	Circuit Clk Electronic Citation	6/17/2024	128.00
Laura Steging	Employee Mileage Expense	Circuit Clerk	Circuit Clk Electronic Citation	6/17/2024	298.15
Margaret (Peggy) R. Beddard	Court Reporter Costs	State's Attorney	Drug Prosecution	6/17/2024	72.00
Dana D. Bollman	Court Reporter Costs	State's Attorney	Drug Prosecution	6/17/2024	80.00
Tabitha Joann Watson	Court Reporter Costs	State's Attorney	Drug Prosecution	6/17/2024	48.00
A-1 Airport Limousine Service Inc	Conferences and Meetings	State's Attorney	Drug Prosecution	6/3/2024	186.61
Katherine A. London Bischof	Conferences and Meetings	State's Attorney	Drug Prosecution	6/3/2024	368.97
Jake Matekaitis	Conferences and Meetings	State's Attorney	Drug Prosecution	6/3/2024	242.00
A-1 Airport Limousine Service Inc	Conferences and Meetings	State's Attorney	Drug Prosecution	6/17/2024	186.61
JP Morgan Chase Bank N.A.	Conferences and Meetings	State's Attorney	Drug Prosecution	6/17/2024	1,120.34
4Imprint, Inc.	Office Supplies	State's Attorney	Weed and Seed	6/3/2024	1,219.30
Jennifer Campbell	Court Reporter Costs	State's Attorney	Child Advocacy Center	6/3/2024	88.00
Kobald Reporting Inc	Court Reporter Costs	State's Attorney	Child Advocacy Center	6/17/2024	25.00
Dana D. Bollman	Court Reporter Costs	State's Attorney	Child Advocacy Center	6/17/2024	456.00
JP Morgan Chase Bank N.A.	Conferences and Meetings	State's Attorney	Child Advocacy Center	6/17/2024	959.50
JP Morgan Chase Bank N.A.	Operating Supplies	State's Attorney	Child Advocacy Center	6/17/2024	818.48
Nelson Systems, Inc.	Operating Supplies	State's Attorney	Child Advocacy Center	6/17/2024	837.50
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	State's Attorney	Child Advocacy Center	6/3/2024	52.96

JP Morgan Chase Bank N.A.	Computer Software- Non Capital	State's Attorney	Child Advocacy Center	6/17/2024	15.99
WEX BANK	Fuel- Vehicles	State's Attorney	Child Advocacy Center	6/17/2024	416.86
Ingrid Rivera Gonzalez	Professional Services	Law Library	Law Library	6/17/2024	153.40
Ingrid Rivera Gonzalez	Professional Services	Law Library	Law Library	6/17/2024	149.50
Ingrid Rivera Gonzalez	Professional Services	Law Library	Law Library	6/17/2024	149.50
Ingrid Rivera Gonzalez	Professional Services	Law Library	Law Library	6/17/2024	149.50
Ingrid Rivera Gonzalez	Professional Services	Law Library	Law Library	6/17/2024	159.90
Ingrid Rivera Gonzalez	Professional Services	Law Library	Law Library	6/17/2024	172.90
Translation Today Network Inc	Professional Services	Law Library	Law Library	6/17/2024	75.00
Ellen Fultz-Schmid	Employee Mileage Expense	Law Library	Law Library	6/17/2024	8.04
Dasha Pates	Employee Mileage Expense	Law Library	Law Library	6/17/2024	100.50
American Library Association	General Association Dues	Law Library	Law Library	6/17/2024	162.00
Illinois State Bar Association	General Association Dues	Law Library	Law Library	6/17/2024	120.00
RELX Inc. dba LexisNexis	Miscellaneous Contractual Exp	Law Library	Law Library	6/17/2024	855.00
RELX Inc. dba LexisNexis	Miscellaneous Contractual Exp	Law Library	Law Library	6/17/2024	1,320.00
Alphagraphics (#344)	Operating Supplies	Law Library	Law Library	6/17/2024	1,356.10
JP Morgan Chase Bank N.A.	Computer Related Supplies	Law Library	Law Library	6/17/2024	701.12
Illinois Institute for Continuing Legal Ed (IICLE)	Books and Subscriptions	Law Library	Law Library	6/17/2024	67.50
Illinois Institute for Continuing Legal Ed (IICLE)	Books and Subscriptions	Law Library	Law Library	6/17/2024	67.50
Illinois Institute for Continuing Legal Ed (IICLE)	Books and Subscriptions	Law Library	Law Library	6/17/2024	78.75
JP Morgan Chase Bank N.A.	Books and Subscriptions	Law Library	Law Library	6/17/2024	101.95
Law Bulletin Publishing Company	Books and Subscriptions	Law Library	Law Library	6/17/2024	600.00
Matthew Bender & Co. dba LexisNexis Matthew Bender	Books and Subscriptions	Law Library	Law Library	6/17/2024	276.10
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	Law Library	Law Library	6/17/2024	10.00
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	Law Library	Law Library	6/17/2024	468.00
JP Morgan Chase Bank N.A.	Food	Law Library	Law Library	6/17/2024	14.99
JP Morgan Chase Bank N.A.	Operating Supplies	Sheriff	Cannabis Regulation - Local	6/17/2024	3,000.00
JP Morgan Chase Bank N.A.	Operating Supplies	Sheriff	Sheriff DEF Federal - Treasury	6/17/2024	0.00
ComEd	Contractual/Consulting Services	Kane Comm	Kane Comm	6/17/2024	38.80
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Kane Comm	Kane Comm	6/17/2024	21.62
Lee Legler Construction & Electric, Inc.	Equipment Rental	Kane Comm	Kane Comm	6/17/2024	319.99
Christopher McMeen	Conferences and Meetings	Kane Comm	Kane Comm	6/17/2024	1,046.86
Sarah Stoffa	Conferences and Meetings	Kane Comm	Kane Comm	6/17/2024	811.02
JP Morgan Chase Bank N.A.	Employee Training	Kane Comm	Kane Comm	6/17/2024	587.64
Christopher McMeen	Employee Mileage Expense	Kane Comm	Kane Comm	6/17/2024	322.05
JP Morgan Chase Bank N.A.	Pre-Employment Physicals	Kane Comm	Kane Comm	6/17/2024	334.00
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Kane Comm	Kane Comm	6/17/2024	54.47
JP Morgan Chase Bank N.A.	Office Supplies	Kane Comm	Kane Comm	6/17/2024	65.10
Promos 911 Inc	Office Supplies	Kane Comm	Kane Comm	6/17/2024	1,119.97
Warehouse Direct, Inc.	Office Supplies	Kane Comm	Kane Comm	6/17/2024	75.93
JP Morgan Chase Bank N.A.	Operating Supplies	Kane Comm	Kane Comm	6/17/2024	74.56
Sarah Stoffa	Operating Supplies	Kane Comm	Kane Comm	6/17/2024	63.13
Illinois Communications Sales, Inc.	Computer Related Supplies	Kane Comm	Kane Comm	6/17/2024	18.00
Illinois Communications Sales, Inc.	Computer Related Supplies	Kane Comm	Kane Comm	6/17/2024	36.00
About Change Counseling	Contractual/Consulting Services	Court Services	Probation Services	6/17/2024	150.00
Braden Counseling Center, P.C.	Contractual/Consulting Services	Court Services	Probation Services	6/17/2024	150.00
Care Clinics, Inc.	Psychological/Psychiatric Svcs	Court Services	Probation Services	6/3/2024	1,465.00
Associates in Behavioral Health Care ABC - DUI	Psychological/Psychiatric Svcs	Court Services	Probation Services	6/3/2024	2,010.00
Mutual Ground, Inc.	Psychological/Psychiatric Svcs	Court Services	Probation Services	6/3/2024	116.40
Mutual Ground, Inc.	Psychological/Psychiatric Svcs	Court Services	Probation Services	6/3/2024	75.00
Mutual Ground, Inc.	Psychological/Psychiatric Svcs	Court Services	Probation Services	6/3/2024	36.88
Mutual Ground, Inc.	Psychological/Psychiatric Svcs	Court Services	Probation Services	6/3/2024	255.90

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Tyler Technologies, Inc. (New World)	Software Licensing Cost	Court Services	Probation Services	6/17/2024	11,034.00
Tyler Technologies, Inc. (New World)	Software Licensing Cost	Court Services	Probation Services	6/17/2024	11,034.00
Tyler Technologies, Inc. (New World)	Software Licensing Cost	Court Services	Probation Services	6/17/2024	11,034.00
Tyler Technologies, Inc. (New World)	Software Licensing Cost	Court Services	Probation Services	6/17/2024	11,034.00
Eagle Eye Polygraph, LLC	Polygraph Testing	Court Services	Probation Services	6/17/2024	350.00
JP Morgan Chase Bank N.A.	Incentives	Court Services	Probation Services	6/17/2024	1,800.00
Abel Screening Inc	Testing Materials	Court Services	Probation Services	6/3/2024	79.00
Abel Screening Inc	Testing Materials	Court Services	Probation Services	6/3/2024	79.00
Abel Screening Inc	Testing Materials	Court Services	Probation Services	6/3/2024	79.00
Abel Screening Inc	Testing Materials	Court Services	Probation Services	6/3/2024	79.00
Abel Screening Inc	Testing Materials	Court Services	Probation Services	6/3/2024	79.00
Abel Screening Inc	Testing Materials	Court Services	Probation Services	6/3/2024	79.00
Gateway Foundation	Contractual/Consulting Services	Court Services	Drug Court Special Resources	6/3/2024	1,670.00
Gateway Foundation	Contractual/Consulting Services	Court Services	Drug Court Special Resources	6/17/2024	1,670.00
Chestnut Health Systems, Inc.	Contractual/Consulting Services	Court Services	Drug Court Special Resources	6/17/2024	720.00
Ecker Center for Mental Health	Contractual/Consulting Services	Court Services	Drug Court Special Resources	6/17/2024	616.80
Ecker Center for Mental Health	Contractual/Consulting Services	Court Services	Drug Court Special Resources	6/17/2024	1,250.00
Care Clinics, Inc.	Psychological/Psychiatric Svcs	Court Services	Drug Court Special Resources	6/3/2024	1,465.00
Ecker Center for Mental Health	Psychological/Psychiatric Svcs	Court Services	Drug Court Special Resources	6/17/2024	639.00
Redwood Toxicology Inc.	Lab Services	Court Services	Drug Court Special Resources	6/3/2024	4,618.21
JP Morgan Chase Bank N.A.	Lab Services	Court Services	Drug Court Special Resources	6/17/2024	208.00
PharmChem, Inc.	Lab Services	Court Services	Drug Court Special Resources	6/17/2024	63.90
Serenity House Counseling Services, Inc.	Halfway House	Court Services	Drug Court Special Resources	6/3/2024	340.00
Hope for Tomorrow, Inc.	Halfway House	Court Services	Drug Court Special Resources	6/17/2024	328.00
Lutheran Social Services of IL	Halfway House	Court Services	Drug Court Special Resources	6/17/2024	168.00
Lutheran Social Services of IL	Halfway House	Court Services	Drug Court Special Resources	6/17/2024	168.00
SC Auto Inc DBA Midas Auto Service	Repairs and Maint- Vehicles	Court Services	Drug Court Special Resources	6/17/2024	70.42
Lena L. Fischer	Employee Mileage Expense	Court Services	Drug Court Special Resources	6/17/2024	48.91
JP Morgan Chase Bank N.A.	Books and Subscriptions	Court Services	Drug Court Special Resources	6/17/2024	1,475.66
JP Morgan Chase Bank N.A.	Drug Court Graduation Supplies	Court Services	Drug Court Special Resources	6/17/2024	930.22
Chicago Transit Authority	Sanction Incentives	Court Services	Drug Court Special Resources	6/3/2024	1,860.00
JP Morgan Chase Bank N.A.	Sanction Incentives	Court Services	Drug Court Special Resources	6/17/2024	181.14
JP Morgan Chase Bank N.A.	Peer Group Activities Supplies	Court Services	Drug Court Special Resources	6/17/2024	996.10
WEX BANK	Fuel- Vehicles	Court Services	Drug Court Special Resources	6/17/2024	73.28
Stericycle, Inc.	Miscellaneous Contractual Exp	Coroner	Coroner Administration	6/17/2024	498.61
JP Morgan Chase Bank N.A.	Office Supplies	Coroner	Coroner Administration	6/17/2024	204.06
JP Morgan Chase Bank N.A.	Operating Supplies	Coroner	Coroner Administration	6/17/2024	4,613.18
JP Morgan Chase Bank N.A.	Operating Supplies	Coroner	Coroner Administration	6/17/2024	157.00
JP Morgan Chase Bank N.A.	Operating Supplies	Coroner	Coroner Administration	6/17/2024	364.56
Marberry Cleaners & Launderers	Operating Supplies	Coroner	Coroner Administration	6/17/2024	315.00
Southland Medical, LLC	Operating Supplies	Coroner	Coroner Administration	6/17/2024	366.10
Undertakers Supply Corp	Operating Supplies	Coroner	Coroner Administration	6/17/2024	308.66
Undertakers Supply Corp	Operating Supplies	Coroner	Coroner Administration	6/17/2024	217.57
Undertakers Supply Corp	Operating Supplies	Coroner	Coroner Administration	6/17/2024	220.19
JP Morgan Chase Bank N.A.	Uniform Supplies	Coroner	Coroner Administration	6/17/2024	516.00
JP Morgan Chase Bank N.A.	Uniform Supplies	Coroner	Coroner Administration	6/17/2024	91.28
Ratliff Landscaping Inc	Contractual/Consulting Services	Animal Control	Animal Control	6/3/2024	1,390.00
Stericycle, Inc.	Contractual/Consulting Services	Animal Control	Animal Control	6/3/2024	90.72
Waste Management of Illinois - West	Contractual/Consulting Services	Animal Control	Animal Control	6/3/2024	113.54
Jeff R. Wieser	Contractual/Consulting Services	Animal Control	Animal Control	6/3/2024	400.00
WCP Financials LLC	Contractual/Consulting Services	Animal Control	Animal Control	6/17/2024	106.98
JP Morgan Chase Bank N.A.	Veterinarian Services	Animal Control	Animal Control	6/17/2024	1,403.89

Trusted Journey Pet Memorial Services	Cremation Services	Animal Control	Animal Control	6/3/2024	24.00
Trusted Journey Pet Memorial Services	Cremation Services	Animal Control	Animal Control	6/3/2024	24.00
Trusted Journey Pet Memorial Services	Cremation Services	Animal Control	Animal Control	6/3/2024	24.00
Trusted Journey Pet Memorial Services	Cremation Services	Animal Control	Animal Control	6/3/2024	24.00
DuPage Salt Company	Disposal and Water Softener Srvs	Animal Control	Animal Control	6/17/2024	37.20
JP Morgan Chase Bank N.A.	Repairs and Maint- Buildings	Animal Control	Animal Control	6/17/2024	189.00
Suburban Tire Company	Repairs and Maint- Vehicles	Animal Control	Animal Control	6/17/2024	79.94
Suburban Tire Company	Repairs and Maint- Vehicles	Animal Control	Animal Control	6/17/2024	72.45
JP Morgan Chase Bank N.A.	General Advertising	Animal Control	Animal Control	6/17/2024	756.76
JP Morgan Chase Bank N.A.	Employee Training	Animal Control	Animal Control	6/17/2024	29.00
JP Morgan Chase Bank N.A.	General Association Dues	Animal Control	Animal Control	6/17/2024	102.25
JP Morgan Chase Bank N.A.	Office Supplies	Animal Control	Animal Control	6/17/2024	68.91
Warehouse Direct, Inc.	Office Supplies	Animal Control	Animal Control	6/17/2024	372.84
JP Morgan Chase Bank N.A.	Operating Supplies	Animal Control	Animal Control	6/17/2024	327.00
City of Geneva	Utilities- Water	Animal Control	Animal Control	6/17/2024	516.21
Midwest Veterinary Supply Inc	Animal Care Supplies	Animal Control	Animal Control	6/3/2024	299.00
Midwest Veterinary Supply Inc	Animal Care Supplies	Animal Control	Animal Control	6/17/2024	242.64
Midwest Veterinary Supply Inc	Animal Care Supplies	Animal Control	Animal Control	6/17/2024	356.64
JP Morgan Chase Bank N.A.	Animal Care Supplies	Animal Control	Animal Control	6/17/2024	359.19
Warehouse Direct, Inc.	Cleaning Supplies	Animal Control	Animal Control	6/3/2024	439.88
Midwest Veterinary Supply Inc	Medical Supplies and Drugs	Animal Control	Animal Control	6/3/2024	1,575.82
Midwest Veterinary Supply Inc	Medical Supplies and Drugs	Animal Control	Animal Control	6/3/2024	8.54
Midwest Veterinary Supply Inc	Medical Supplies and Drugs	Animal Control	Animal Control	6/3/2024	58.64
Midwest Veterinary Supply Inc	Medical Supplies and Drugs	Animal Control	Animal Control	6/17/2024	39.38
Midwest Veterinary Supply Inc	Medical Supplies and Drugs	Animal Control	Animal Control	6/17/2024	69.31
JP Morgan Chase Bank N.A.	Medical Supplies and Drugs	Animal Control	Animal Control	6/17/2024	498.36
Nicor Gas	Utilities- Natural Gas	Animal Control	Animal Control	6/17/2024	223.28
City of Geneva	Utilities- Electric	Animal Control	Animal Control	6/17/2024	91.27
WEX BANK	Fuel- Vehicles	Animal Control	Animal Control	6/17/2024	880.47
Christopher B. Burke Engineering, Ltd.	Engineering Services	Transportation	County Highway	6/3/2024	212.50
State Materials Engineering LLC	Engineering Services	Transportation	County Highway	6/3/2024	6,221.50
State Materials Engineering LLC	Engineering Services	Transportation	County Highway	6/3/2024	14,550.00
OpenGov, Inc.	Contractual/Consulting Services	Transportation	County Highway	6/3/2024	61,120.49
NV5 Geospatial, Inc.	Contractual/Consulting Services	Transportation	County Highway	6/17/2024	3,412.50
J Patrick Jaeger	Legal Services	Transportation	County Highway	6/3/2024	4,000.00
Tyler Medical Services, S.C.	Medical/Dental/Hospital Services	Transportation	County Highway	6/3/2024	455.00
CADD Microsystems, Inc.	Software Licensing Cost	Transportation	County Highway	6/3/2024	2,958.00
JP Morgan Chase Bank N.A.	Software Licensing Cost	Transportation	County Highway	6/17/2024	248.90
Alarm Detection Systems, Inc.	Security Services	Transportation	County Highway	6/17/2024	549.24
Alarm Detection Systems, Inc.	Security Services	Transportation	County Highway	6/17/2024	1,805.58
Alarm Detection Systems, Inc.	Security Services	Transportation	County Highway	6/17/2024	1,289.31
DS Services of America, Inc. dba Primo Water NA	Disposal and Water Softener Srvs	Transportation	County Highway	6/3/2024	246.03
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Transportation	County Highway	6/3/2024	32.48
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Transportation	County Highway	6/17/2024	32.48
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Transportation	County Highway	6/3/2024	1,562.50
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Transportation	County Highway	6/17/2024	1,562.50
Stenstrom Protanic, LLC dba Protanic	Repairs and Maint- Buildings	Transportation	County Highway	6/17/2024	4,125.00
Urban Elevator Service LLC	Repairs and Maint- Buildings	Transportation	County Highway	6/17/2024	317.49
Ratliff Landscaping Inc	Repairs and Maint- Grounds	Transportation	County Highway	6/17/2024	495.00
Impact Networking, LLC	Repairs and Maint- Copiers	Transportation	County Highway	6/3/2024	35.20
Impact Networking, LLC	Repairs and Maint- Copiers	Transportation	County Highway	6/17/2024	61.60
Hotsy of Chicago dba High PSI, LTD.	Repairs and Maint- Equipment	Transportation	County Highway	6/3/2024	369.96

Russo Power Equipment	Repairs and Maint- Equipment	Transportation	County Highway	6/3/2024	124.95
Jonathan Kauth	Conferences and Meetings	Transportation	County Highway	6/3/2024	85.82
Carl Schoedel	Conferences and Meetings	Transportation	County Highway	6/3/2024	257.60
Timothy R. Seyller	Conferences and Meetings	Transportation	County Highway	6/3/2024	74.71
Michael Way	Conferences and Meetings	Transportation	County Highway	6/3/2024	77.20
Heidi Lichtenberger	Conferences and Meetings	Transportation	County Highway	6/17/2024	31.00
JP Morgan Chase Bank N.A.	Conferences and Meetings	Transportation	County Highway	6/17/2024	2,537.48
JP Morgan Chase Bank N.A.	Conferences and Meetings	Transportation	County Highway	6/17/2024	858.00
Colleen Jaltuch	Employee Mileage Expense	Transportation	County Highway	6/3/2024	233.83
The Tree House Inc	Office Supplies	Transportation	County Highway	6/3/2024	75.80
The Tree House Inc	Office Supplies	Transportation	County Highway	6/3/2024	202.99
The Tree House Inc	Office Supplies	Transportation	County Highway	6/3/2024	314.35
The Tree House Inc	Office Supplies	Transportation	County Highway	6/3/2024	537.90
JP Morgan Chase Bank N.A.	Office Supplies	Transportation	County Highway	6/17/2024	597.49
JP Morgan Chase Bank N.A.	Office Supplies	Transportation	County Highway	6/17/2024	442.74
Airgas North Central, Inc.	Operating Supplies	Transportation	County Highway	6/3/2024	59.36
Airgas North Central, Inc.	Operating Supplies	Transportation	County Highway	6/3/2024	59.36
Airgas North Central, Inc.	Operating Supplies	Transportation	County Highway	6/17/2024	39.16
Cintas Corporation	Operating Supplies	Transportation	County Highway	6/17/2024	386.71
JP Morgan Chase Bank N.A.	Operating Supplies	Transportation	County Highway	6/17/2024	518.21
JP Morgan Chase Bank N.A.	Operating Supplies	Transportation	County Highway	6/17/2024	1,819.72
Municipal Marking Distributors, Inc.	Operating Supplies	Transportation	County Highway	6/17/2024	348.00
FedEx	Postage	Transportation	County Highway	6/3/2024	39.37
Grimco Inc	Computer Software- Non Capital	Transportation	County Highway	6/17/2024	1,300.00
Grainger Inc	Buildings and Grounds Supplies	Transportation	County Highway	6/3/2024	412.02
JP Morgan Chase Bank N.A.	Buildings and Grounds Supplies	Transportation	County Highway	6/17/2024	1,140.16
McMaster-Carr Supply Co	Buildings and Grounds Supplies	Transportation	County Highway	6/17/2024	447.90
McMaster-Carr Supply Co	Buildings and Grounds Supplies	Transportation	County Highway	6/17/2024	159.59
Menards, Inc.	Buildings and Grounds Supplies	Transportation	County Highway	6/17/2024	240.08
Menards, Inc.	Buildings and Grounds Supplies	Transportation	County Highway	6/17/2024	341.24
Menards, Inc.	Buildings and Grounds Supplies	Transportation	County Highway	6/17/2024	24.43
Menards, Inc.	Buildings and Grounds Supplies	Transportation	County Highway	6/17/2024	99.99
Producers Chemical Company	Buildings and Grounds Supplies	Transportation	County Highway	6/17/2024	79.50
Holcim-Mamr, Inc.	Crushed Stone	Transportation	County Highway	6/3/2024	276.14
Holcim-Mamr, Inc.	Crushed Stone	Transportation	County Highway	6/3/2024	204.27
Holcim-Mamr, Inc.	Crushed Stone	Transportation	County Highway	6/3/2024	1,356.63
Holcim-Mamr, Inc.	Crushed Stone	Transportation	County Highway	6/3/2024	200.53
Holcim-Mamr, Inc.	Crushed Stone	Transportation	County Highway	6/3/2024	1,413.41
TAPCO (Traffic & Parking Control Co, Inc.)	Sign Material	Transportation	County Highway	6/17/2024	3,675.00
Constellation NewEnergy-Gas Division, LLC	Utilities- Natural Gas	Transportation	County Highway	6/3/2024	1,002.71
Nicor Gas	Utilities- Natural Gas	Transportation	County Highway	6/3/2024	655.68
Nicor Gas	Utilities- Natural Gas	Transportation	County Highway	6/17/2024	167.51
Nicor Gas	Utilities- Natural Gas	Transportation	County Highway	6/17/2024	224.54
Constellation NewEnergy Inc.	Utilities- Electric	Transportation	County Highway	6/3/2024	2,458.78
Constellation NewEnergy Inc.	Utilities- Electric	Transportation	County Highway	6/17/2024	100.73
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/3/2024	3,389.84
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/3/2024	69.80
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/3/2024	122.36
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/3/2024	279.16
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/3/2024	26.39
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/3/2024	113.59
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/3/2024	13.75

ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/3/2024	65.67
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/3/2024	9.72
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/3/2024	191.54
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/3/2024	6.58
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6/3/2024	217.78
Constellation NewEnergy Inc.	Utilities- Intersect Lighting	Transportation	County Highway	6/3/2024	288.30
Constellation NewEnergy Inc.	Utilities- Intersect Lighting	Transportation	County Highway	6/3/2024	233.66
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	6/3/2024	43.24
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	6/3/2024	98.56
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	6/17/2024	90.41
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	6/17/2024	99.92
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	6/17/2024	71.13
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	6/17/2024	82.93
Constellation NewEnergy Inc.	Utilities- Intersect Lighting	Transportation	County Highway	6/17/2024	88.50
Constellation NewEnergy Inc.	Utilities- Intersect Lighting	Transportation	County Highway	6/17/2024	180.42
Constellation NewEnergy Inc.	Utilities- Intersect Lighting	Transportation	County Highway	6/17/2024	163.34
State of IL Treasurer - IDOT	Utilities- Intersect Lighting	Transportation	County Highway	6/17/2024	385.92
JP Morgan Chase Bank N.A.	Fuel- Vehicles	Transportation	County Highway	6/17/2024	46.28
CIT Trucks, LLC	Automotive Equipment	Transportation	County Highway	6/3/2024	30,000.00
Cives Corporation dba Lindco Equipment Sales	Automotive Equipment	Transportation	County Highway	6/3/2024	24,856.00
Cives Corporation dba Lindco Equipment Sales	Automotive Equipment	Transportation	County Highway	6/3/2024	24,856.00
Cives Corporation dba Lindco Equipment Sales	Automotive Equipment	Transportation	County Highway	6/3/2024	50,582.00
Cives Corporation dba Lindco Equipment Sales	Automotive Equipment	Transportation	County Highway	6/3/2024	50,582.00
Rondo Enterprises, Inc.	Machinery and Equipment	Transportation	County Highway	6/17/2024	5,453.68
HR GREEN Inc (formerly SEC GROUP Inc)	Bridge Inspection	Transportation	County Bridge	6/17/2024	21,035.90
Suburban Teamsters of Northern Illinois	Teamsters Contribution	Transportation	Motor Fuel Tax	6/17/2024	51,968.00
Hampton Lenzini & Renwick, Inc. (HLR)	Engineering Services	Transportation	Motor Fuel Tax	6/3/2024	36,854.93
Union Pacific Railroad Company	Engineering Services	Transportation	Motor Fuel Tax	6/3/2024	430.84
V3 Companies, Ltd	Engineering Services	Transportation	Motor Fuel Tax	6/3/2024	32,632.67
V3 Companies, Ltd	Engineering Services	Transportation	Motor Fuel Tax	6/3/2024	2,365.32
BLA Inc	Engineering Services	Transportation	Motor Fuel Tax	6/3/2024	37,138.41
BLA Inc	Engineering Services	Transportation	Motor Fuel Tax	6/17/2024	2,289.68
Christopher B. Burke Engineering, Ltd.	Engineering Services	Transportation	Motor Fuel Tax	6/17/2024	29,922.24
Christopher B. Burke Engineering, Ltd.	Engineering Services	Transportation	Motor Fuel Tax	6/17/2024	62,589.14
Forest Preserve District of Kane County	Highway Right of Way	Transportation	Motor Fuel Tax	6/17/2024	100,000.00
BLA Inc	Engineering Services	Transportation	Motor Fuel Local Option	6/3/2024	6,630.80
BLA Inc	Engineering Services	Transportation	Motor Fuel Local Option	6/3/2024	2,074.93
BLA Inc	Engineering Services	Transportation	Motor Fuel Local Option	6/3/2024	8,982.43
BLA Inc	Engineering Services	Transportation	Motor Fuel Local Option	6/3/2024	2,359.25
BLA Inc	Engineering Services	Transportation	Motor Fuel Local Option	6/3/2024	2,446.35
BLA Inc	Engineering Services	Transportation	Motor Fuel Local Option	6/3/2024	2,839.74
Village of Elburn	Engineering Services	Transportation	Motor Fuel Local Option	6/17/2024	14,212.36
DTN LLC	Repairs and Maintenance- Roads	Transportation	Motor Fuel Local Option	6/17/2024	702.45
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	6/3/2024	81.79
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	6/3/2024	199.98
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	6/3/2024	250.37
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	6/17/2024	265.59
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	6/17/2024	257.19
AGSCO Corporation	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/3/2024	612.00
AGSCO Corporation	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/3/2024	748.00
Battery Service Corporation	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/3/2024	94.00
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/3/2024	117.80

Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/3/2024	17.10
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/3/2024	189.54
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/3/2024	176.70
Henderson Products Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/3/2024	620.97
Via Carlita, LLC dba Hawk Ford of St. Charles	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/3/2024	71.32
Wholesale Direct Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/3/2024	152.98
Patson, Inc. dba TransChicago Truck Group	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/3/2024	31.19
Patson, Inc. dba TransChicago Truck Group	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/3/2024	31.19
RentalMax LLC (Saint Charles)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/3/2024	1,131.20
Standard Equipment Co	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/3/2024	98.62
Standard Equipment Co	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/3/2024	350.44
Valley Hydraulic Service, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/17/2024	99.78
I90 Enterprises 2, LLC	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/17/2024	380.00
JP Morgan Chase Bank N.A.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/17/2024	2,130.68
JP Morgan Chase Bank N.A.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/17/2024	945.09
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/17/2024	71.80
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/17/2024	106.20
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/17/2024	69.91
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/17/2024	172.65
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/17/2024	37.28
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/17/2024	17.94
FORCE America Distributing, LLC	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	6/17/2024	171.74
Elburn NAPA Inc (North Aurora)	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/3/2024	84.90
Hotsy of Chicago dba High PSI, LTD.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/3/2024	21.32
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/3/2024	24.10
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/17/2024	-55.59
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/17/2024	746.66
Ralph Helm Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/17/2024	149.86
Rondo Enterprises, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/17/2024	23.96
Valley Hydraulic Service, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/17/2024	1,550.62
I90 Enterprises 2, LLC	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/17/2024	2,690.00
JP Morgan Chase Bank N.A.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/17/2024	2,615.56
Elburn NAPA Inc (North Aurora)	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/17/2024	250.98
Elburn NAPA Inc (North Aurora)	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/17/2024	193.83
Elburn NAPA Inc (North Aurora)	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/17/2024	80.25
Elburn NAPA Inc (North Aurora)	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/17/2024	86.63
Elburn NAPA Inc (North Aurora)	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	6/17/2024	23.08
Elburn NAPA Inc (North Aurora)	Tools	Transportation	Motor Fuel Local Option	6/17/2024	104.99
JP Morgan Chase Bank N.A.	Tools	Transportation	Motor Fuel Local Option	6/17/2024	70.89
Compass Minerals America, Inc.	Rock Salt	Transportation	Motor Fuel Local Option	6/17/2024	3,880.44
Welch Bros Inc	Culverts	Transportation	Motor Fuel Local Option	6/3/2024	122.00
Menards, Inc.	Road Material	Transportation	Motor Fuel Local Option	6/17/2024	28.94
Menards, Inc.	Road Material	Transportation	Motor Fuel Local Option	6/17/2024	22.73
H&H Electric Co.	Utilities- Intersect Lighting	Transportation	Motor Fuel Local Option	6/3/2024	63,651.71
Village of Elburn	Road Construction	Transportation	Motor Fuel Local Option	6/17/2024	18,973.22
CIORBA Group Inc	Engineering Services	Transportation	Transportation Sales Tax	6/3/2024	2,976.40
CIORBA Group Inc	Engineering Services	Transportation	Transportation Sales Tax	6/3/2024	8,891.70
Peralte-Clark, LLC	Engineering Services	Transportation	Transportation Sales Tax	6/3/2024	20,789.73
Union Pacific Railroad Company	Engineering Services	Transportation	Transportation Sales Tax	6/3/2024	535.31
Wight & Company	Engineering Services	Transportation	Transportation Sales Tax	6/3/2024	83,227.72
Alfred Benesch & Co	Engineering Services	Transportation	Transportation Sales Tax	6/17/2024	112,600.13
Burns & McDonnell Engineering Co	Engineering Services	Transportation	Transportation Sales Tax	6/17/2024	56,799.05

HDR Engineering, Inc.	Engineering Services	Transportation	Transportation Sales Tax	6/17/2024	42,990.71
PACE Suburban Bus	External Grants	Transportation	Transportation Sales Tax	6/3/2024	12,288.31
PACE Suburban Bus	External Grants	Transportation	Transportation Sales Tax	6/17/2024	149,794.77
Plote Construction Inc. of Hoffman Estates, IL	Road Construction	Transportation	Transportation Sales Tax	6/17/2024	16,725.98
V3 Wetland Restoration, L.L.C.	Road Construction	Transportation	Transportation Sales Tax	6/17/2024	260,083.00
Jennifer Austin-Smith	Contractual/Consulting Services	Health	County Health	6/3/2024	125.00
Propio LS, LLC	Contractual/Consulting Services	Health	County Health	6/3/2024	89.41
Propio LS, LLC	Contractual/Consulting Services	Health	County Health	6/17/2024	75.00
Propio LS, LLC	Contractual/Consulting Services	Health	County Health	6/17/2024	130.00
Propio LS, LLC	Contractual/Consulting Services	Health	County Health	6/17/2024	130.00
Propio LS, LLC	Contractual/Consulting Services	Health	County Health	6/17/2024	75.00
Stericycle, Inc.	Disposal and Water Softener Srvs	Health	County Health	6/3/2024	113.71
Stericycle, Inc.	Disposal and Water Softener Srvs	Health	County Health	6/17/2024	213.86
MedPro Waste Disposal LLC	Disposal and Water Softener Srvs	Health	County Health	6/17/2024	63.67
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Health	County Health	6/3/2024	241.25
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Health	County Health	6/3/2024	211.25
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Health	County Health	6/3/2024	252.50
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Health	County Health	6/17/2024	248.75
Bridgestone Americas, Inc. - Firestone - GCR Tires	Repairs and Maint- Vehicles	Health	County Health	6/3/2024	81.27
Impact Networking, LLC	Repairs and Maint- Office Equip	Health	County Health	6/3/2024	343.20
Impact Networking, LLC	Repairs and Maint- Office Equip	Health	County Health	6/3/2024	101.20
Toshiba America Business Solutions, Inc	Repairs and Maint- Office Equip	Health	County Health	6/3/2024	15.99
Toshiba America Business Solutions, Inc	Repairs and Maint- Office Equip	Health	County Health	6/3/2024	692.04
Gordon Flesch Company Inc	Repairs and Maint- Office Equip	Health	County Health	6/17/2024	230.00
JP Morgan Chase Bank N.A.	Conferences and Meetings	Health	County Health	6/17/2024	385.00
JP Morgan Chase Bank N.A.	General Association Dues	Health	County Health	6/17/2024	265.00
JP Morgan Chase Bank N.A.	Office Supplies	Health	County Health	6/17/2024	50.00
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	Health	County Health	6/3/2024	129.99
Feece Oil Company	Fuel- Vehicles	Health	County Health	6/3/2024	64.99
Feece Oil Company	Fuel- Vehicles	Health	County Health	6/3/2024	19.08
Feece Oil Company	Fuel- Vehicles	Health	County Health	6/3/2024	25.45
Feece Oil Company	Fuel- Vehicles	Health	County Health	6/17/2024	73.10
WEX BANK	Fuel- Vehicles	Health	County Health	6/17/2024	134.87
JP Morgan Chase Bank N.A.	Conferences and Meetings	Health	County Health	6/17/2024	2,493.70
Aida P. Palma Carpio	Conferences and Meetings	Health	County Health	6/17/2024	300.00
JP Morgan Chase Bank N.A.	Books and Subscriptions	Health	County Health	6/17/2024	398.99
Adam Brill	Employee Mileage Expense	Health	County Health	6/3/2024	297.48
Neal Molnar	Employee Mileage Expense	Health	County Health	6/3/2024	266.66
William Thwaites	Employee Mileage Expense	Health	County Health	6/3/2024	149.41
Jennifer Mata-Gombo	Employee Mileage Expense	Health	County Health	6/17/2024	26.06
Amazon Capital Services Inc	Operating Supplies	Health	County Health	6/17/2024	487.02
CPR Savers & First Aid Supply	Operating Supplies	Health	County Health	6/17/2024	670.00
JP Morgan Chase Bank N.A.	Operating Supplies	Health	County Health	6/17/2024	908.94
Nisela A. Bermudez Wilhelm	Contractual/Consulting Services	Health	County Health	6/17/2024	500.00
JP Morgan Chase Bank N.A.	Contractual/Consulting Services	Health	County Health	6/17/2024	1,492.70
Marisol Luna	Contractual/Consulting Services	Health	County Health	6/17/2024	500.00
Deneb Miriam Marin Vasquez	Contractual/Consulting Services	Health	County Health	6/17/2024	500.00
Silvia Yolanda Martinez	Contractual/Consulting Services	Health	County Health	6/17/2024	500.00
Nelly Paredes	Contractual/Consulting Services	Health	County Health	6/17/2024	500.00
Tykayla Taylor	Contractual/Consulting Services	Health	County Health	6/17/2024	500.00
Tykayla Taylor	Contractual/Consulting Services	Health	County Health	6/17/2024	250.00
W A Management, Inc. (Waldschmidt & Assoc.)	Contractual/Consulting Services	Health	County Health	6/17/2024	653.00

Lorena Nunez	Employee Mileage Expense	Health	County Health	6/17/2024	291.57
JP Morgan Chase Bank N.A.	Operating Supplies	Health	County Health	6/17/2024	204.21
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Health	County Health	6/3/2024	1,008.00
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Health	County Health	6/3/2024	1,036.80
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Health	County Health	6/3/2024	806.40
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Health	County Health	6/3/2024	1,008.00
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Health	County Health	6/3/2024	1,008.00
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Health	County Health	6/3/2024	921.60
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Health	County Health	6/3/2024	720.00
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Health	County Health	6/3/2024	806.40
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Health	County Health	6/3/2024	806.40
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Health	County Health	6/17/2024	403.20
Burnidge Properties, LTD	Building Space Rental	Health	County Health	6/17/2024	1,094.48
Colleen R Nyland	Employee Mileage Expense	Health	County Health	6/3/2024	93.13
Warehouse Direct, Inc.	Operating Supplies	Health	County Health	6/3/2024	30.87
Insight Public Sector Inc	Computer Hardware- Non Capital	Health	County Health	6/3/2024	8,904.06
Warehouse Direct, Inc.	Operating Supplies	Health	County Health	6/17/2024	19.10
Constellation NewEnergy Inc.	Utilities- Electric	Health	County Health	6/17/2024	205.95
Mitchell & McCormick, Inc	Contractual/Consulting Services	Health	County Health	6/3/2024	400.00
Nicole Bernadette Alexandre	Conferences and Meetings	Health	County Health	6/3/2024	30.00
Nicole Bernadette Alexandre	Employee Mileage Expense	Health	County Health	6/3/2024	80.20
Cheryl Kane	Employee Mileage Expense	Health	County Health	6/3/2024	358.46
Cheryl Kane	Employee Mileage Expense	Health	County Health	6/3/2024	2.28
Cheryl Kane	Employee Mileage Expense	Health	County Health	6/17/2024	408.03
Theresa Knauf	Employee Mileage Expense	Health	County Health	6/17/2024	43.01
Yolanda Maria Morris	Employee Mileage Expense	Health	County Health	6/17/2024	43.01
Nicole Bernadette Alexandre	Employee Mileage Expense	Health	County Health	6/17/2024	39.60
Annette Julien	Employee Mileage Expense	Health	County Health	6/17/2024	25.66
Cheryl Kane	General Association Dues	Health	County Health	6/3/2024	81.80
Kristina Brown	General Association Dues	Health	County Health	6/17/2024	81.80
Amazon Capital Services Inc	Operating Supplies	Health	County Health	6/17/2024	18.83
SensoScientific, Inc.	Medical Supplies and Drugs	Health	County Health	6/17/2024	3,433.00
Gaelin Speaks, LLC	Contractual/Consulting Services	Health	County Health	6/17/2024	2,500.00
JP Morgan Chase Bank N.A.	Contractual/Consulting Services	Health	County Health	6/17/2024	2,469.90
Association for Individual Development (AID)	Contractual/Consulting Services	Health	County Health	6/3/2024	50,000.00
Ecker Center for Mental Health	Contractual/Consulting Services	Health	County Health	6/3/2024	50,000.00
Kane County Fair	Contractual/Consulting Services	Health	County Health	6/3/2024	350.00
Lighthouse Recovery, Inc.	Contractual/Consulting Services	Health	County Health	6/3/2024	50,000.00
Path to Recovery Foundation	Contractual/Consulting Services	Health	County Health	6/3/2024	12,300.00
JP Morgan Chase Bank N.A.	Contractual/Consulting Services	Health	County Health	6/17/2024	25.00
Sharon Cabrera	Employee Mileage Expense	Health	County Health	6/17/2024	108.67
Lochness Medical Supplies, Inc.	Operating Supplies	Health	County Health	6/17/2024	3,500.00
Career & Business Development Solutions	Contractual/Consulting Services	Health	County Health	6/17/2024	6,000.00
Apryll M Elliott	Employee Mileage Expense	Health	County Health	6/3/2024	206.73
JP Morgan Chase Bank N.A.	Employee Training	Health	County Health	6/17/2024	194.84
Insight Public Sector Inc	Operating Supplies	Health	County Health	6/3/2024	133.58
JP Morgan Chase Bank N.A.	Operating Supplies	Health	County Health	6/17/2024	3,003.93
JP Morgan Chase Bank N.A.	Contractual/Consulting Services	Health	County Health	6/17/2024	6,932.81
Lisa Bloom	Employee Mileage Expense	Health	Kane Kares	6/3/2024	24.12
Jill Zolfo	Employee Mileage Expense	Health	Kane Kares	6/3/2024	99.89
Jill Zolfo	Employee Mileage Expense	Health	Kane Kares	6/3/2024	95.62
Kristina Brown	Employee Mileage Expense	Health	Kane Kares	6/17/2024	97.82

Kristina Brown	Employee Mileage Expense	Health	Kane Kares	6/17/2024	203.01
Heliana Alcaraz	Employee Mileage Expense	Health	Kane Kares	6/17/2024	73.70
Tamara Livingston dba T.S. Livingston Inc.	Contractual/Consulting Services	Health	Kane Kares	6/3/2024	900.00
Katie Glomp	Employee Mileage Expense	Health	Kane Kares	6/17/2024	25.06
Burnidge Properties, LTD	Building Space Rental	Health	Kane Kares	6/17/2024	1,810.95
Insight Public Sector Inc	Operating Supplies	Health	American Rescue Plan	6/3/2024	133.58
Prevent Child Abuse Illinois	Operating Supplies	Health	American Rescue Plan	6/17/2024	317.00
Courtney N. Duran	Operating Supplies	Other- Countywide Expenses	American Rescue Plan	6/17/2024	60.16
Julie Turner	Counseling Services	Other- Countywide Expenses	American Rescue Plan	6/17/2024	3,100.00
Julie Turner	Counseling Services	Other- Countywide Expenses	American Rescue Plan	6/17/2024	1,875.00
Leida A. Woodham	Counseling Services	Other- Countywide Expenses	American Rescue Plan	6/17/2024	2,500.00
Leida A. Woodham	Counseling Services	Other- Countywide Expenses	American Rescue Plan	6/17/2024	4,375.00
Kurt Ogden dba O.B.C. Inc.	Building Improvements	Other- Countywide Expenses	American Rescue Plan	6/3/2024	1,048.00
Northern Illinois Food Bank	External Grants	Other- Countywide Expenses	American Rescue Plan	6/3/2024	91,240.95
Northern Illinois Food Bank	External Grants	Other- Countywide Expenses	American Rescue Plan	6/3/2024	74,326.16
Wisconsin Physicians Service Insurance Corporation	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	6/3/2024	118,240.00
New Venture Advisors, LLC	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	6/17/2024	6,000.00
University of Illinois (U of I)	Special Studies	Other- Countywide Expenses	American Rescue Plan	6/3/2024	2,211.27
US Department of Interior (USGS)	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	6/3/2024	17,315.00
Clark Dietz, Inc.	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	6/17/2024	2,533.75
Ernst & Young U.S. LLP	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	6/3/2024	43,522.20
Ernst & Young U.S. LLP	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	6/3/2024	53,140.10
Ernst & Young U.S. LLP	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	6/3/2024	63,715.40
Jesus Arteaga	Employee Training	Veterans' Commission	Veterans' Commission	6/3/2024	339.50
Nathaniel Johnson	Employee Training	Veterans' Commission	Veterans' Commission	6/3/2024	597.48
Nicholas N. Steele	Employee Training	Veterans' Commission	Veterans' Commission	6/3/2024	329.78
Steven L. Wells	Employee Training	Veterans' Commission	Veterans' Commission	6/3/2024	294.59
Jacob Zimmerman	Employee Training	Veterans' Commission	Veterans' Commission	6/3/2024	1,209.22
Nathaniel Johnson	Employee Training	Veterans' Commission	Veterans' Commission	6/17/2024	328.90
JP Morgan Chase Bank N.A.	Employee Training	Veterans' Commission	Veterans' Commission	6/17/2024	3,824.08
Cassie Design	Contractual/Consulting Services	Information Technologies	Web Technical Services	6/17/2024	2,325.00
JP Morgan Chase Bank N.A.	Contractual/Consulting Services	Information Technologies	Web Technical Services	6/17/2024	617.06
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Information Technologies	Web Technical Services	6/17/2024	1,562.40
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Information Technologies	Web Technical Services	6/17/2024	1,562.40
JP Morgan Chase Bank N.A.	Repairs and Maint- Computers	Information Technologies	Web Technical Services	6/17/2024	770.39
JP Morgan Chase Bank N.A.	Notary Services	Development	Community Dev Block Program	6/17/2024	29.00
JP Morgan Chase Bank N.A.	Employee Training	Development	Community Dev Block Program	6/17/2024	242.98
JP Morgan Chase Bank N.A.	Employee Training	Development	HOME Program	6/17/2024	242.98
Title Services Midwest, LLC	Miscellaneous Contractual Exp	Development	HOME Program	6/3/2024	77,181.24
Spillane and Sons Ltd.	Miscellaneous Contractual Exp	Development	HOME Program	6/17/2024	143,000.00
Pathways Community Network Institute	Contractual/Consulting Services	Development	Homeless Management Info Systems	6/3/2024	2,518.17
Pathways Community Network Institute	Contractual/Consulting Services	Development	Homeless Management Info Systems	6/3/2024	3,352.02
WellSky Corporation	Contractual/Consulting Services	Development	Homeless Management Info Systems	6/3/2024	463.33
JP Morgan Chase Bank N.A.	Operating Supplies	Development	Cost Share Drainage	6/17/2024	30.96
JP Morgan Chase Bank N.A.	Professional Services	Development	Emergency Rental Assistance #2	6/17/2024	487.11
JP Morgan Chase Bank N.A.	Employee Training	Development	Emergency Rental Assistance #2	6/17/2024	137.50
Tisa M. Baum	Employee Mileage Expense	Development	Emergency Rental Assistance #2	6/17/2024	95.27
Thompson Capital Investments, LLC	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	6/3/2024	4,709.68
Thompson Capital Investments, LLC	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	6/3/2024	2,000.00
Thompson Capital Investments, LLC	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	6/17/2024	2,000.00
Asumoni Property Management LLC	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	6/17/2024	900.00
Sarah J. Garcia	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	6/17/2024	2,580.00

Paul N Schmolke dba Weststar Industries LLC	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	6/17/2024	700.00
Paul N Schmolke dba Weststar Industries LLC	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	6/17/2024	975.00
Preferred Home Realty dba Preferred Management	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	6/17/2024	1,400.00
Preferred Home Realty dba Preferred Management	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	6/17/2024	950.00
JP Morgan Chase Bank N.A.	Fuel- Vehicles	Development	Emergency Rental Assistance #2	6/17/2024	150.00
JP Morgan Chase Bank N.A.	Professional Services	Development	Home - ARP	6/17/2024	487.12
JP Morgan Chase Bank N.A.	Employee Training	Development	Home - ARP	6/17/2024	137.50
Tisa M. Baum	Employee Mileage Expense	Development	Home - ARP	6/3/2024	180.63
Tisa M. Baum	Employee Mileage Expense	Development	Home - ARP	6/17/2024	47.38
Asumoni Property Management LLC	Miscellaneous Contractual Exp	Development	Home - ARP	6/17/2024	1,000.00
Paul N Schmolke dba Weststar Industries LLC	Miscellaneous Contractual Exp	Development	Home - ARP	6/17/2024	600.00
Preferred Home Realty dba Preferred Management	Miscellaneous Contractual Exp	Development	Home - ARP	6/17/2024	500.00
Preferred Home Realty dba Preferred Management	Miscellaneous Contractual Exp	Development	Home - ARP	6/17/2024	1,000.00
Preferred Home Realty dba Preferred Management	Miscellaneous Contractual Exp	Development	Home - ARP	6/17/2024	800.00
Preferred Home Realty dba Preferred Management	Miscellaneous Contractual Exp	Development	Home - ARP	6/17/2024	825.00
Preferred Home Realty dba Preferred Management	Miscellaneous Contractual Exp	Development	Home - ARP	6/17/2024	950.00
Scott R. Woepfel dba Elgin Rental Properties, LLC	Miscellaneous Contractual Exp	Development	Home - ARP	6/17/2024	650.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Development	Home - ARP	6/17/2024	834.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Development	Home - ARP	6/17/2024	1,035.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Development	Home - ARP	6/17/2024	606.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Development	Home - ARP	6/17/2024	50.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Development	Home - ARP	6/17/2024	1,035.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Development	Home - ARP	6/17/2024	1,035.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Development	Home - ARP	6/17/2024	735.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Development	Home - ARP	6/17/2024	935.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Development	Home - ARP	6/17/2024	535.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Development	Home - ARP	6/17/2024	735.00
JP Morgan Chase Bank N.A.	Fuel- Vehicles	Development	Home - ARP	6/17/2024	150.00
Confluence Climate Consulting, LLC	Contractual/Consulting Services	Environmental Management	Elec Agg Civic Contribution	6/3/2024	10,987.50
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	County Board	Farmland Preservation	6/3/2024	252.00
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	County Board	Farmland Preservation	6/3/2024	204.75
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	County Board	Farmland Preservation	6/17/2024	283.50
Kinnally Flaherty Krentz Loran Hodge & Masur PC	Legal Services	County Board	Farmland Preservation	6/17/2024	100.00
Batavia Enterprises, Inc - See VN: 9736	Prepaid Expense		Workforce Development	6/17/2024	19,599.78
County of Kendall	Prepaid Expense		Workforce Development	6/17/2024	800.00
Launchpad Careers Inc	Prepaid Expense		Workforce Development	6/17/2024	55,314.00
Jeffrey W. Richardson	Prepaid Expense		Workforce Development	6/17/2024	2,421.42
Amanda Weinreis	Employee Mileage Expense	- WIOA 23	Workforce Development	6/3/2024	8.28
Amanda Weinreis	Employee Mileage Expense	- WIOA 23	Workforce Development	6/17/2024	4.13
Amanda Weinreis	Employee Mileage Expense	- WIOA 23	Workforce Development	6/3/2024	109.98
Amanda Weinreis	Employee Mileage Expense	- WIOA 23	Workforce Development	6/17/2024	54.83
Business and Career Services Incorporated	Miscellaneous Contractual Exp	- WIOA 23	Workforce Development	6/17/2024	11,291.51
Waubensee Community College	Miscellaneous Contractual Exp	- WIOA 23	Workforce Development	6/17/2024	13,864.00
Waubensee Community College	Miscellaneous Contractual Exp	- WIOA 23	Workforce Development	6/17/2024	14,539.64
Business and Career Services Incorporated	Work Based Learning Activities	- WIOA 23	Workforce Development	6/17/2024	666.78
Waubensee Community College	Work Based Learning Activities	- WIOA 23	Workforce Development	6/17/2024	9,522.43
Waubensee Community College	Work Based Learning Activities	- WIOA 23	Workforce Development	6/17/2024	10,312.56
Business and Career Services Incorporated	Youth Supportive Services	- WIOA 23	Workforce Development	6/17/2024	42.44
Waubensee Community College	Youth Supportive Services	- WIOA 23	Workforce Development	6/17/2024	763.89
Waubensee Community College	Youth Supportive Services	- WIOA 23	Workforce Development	6/17/2024	858.10
Kishwaukee College	Miscellaneous Contractual Exp	- WIOA 23	Workforce Development	6/17/2024	9,547.54
Kishwaukee College	Work Based Learning Activities	- WIOA 23	Workforce Development	6/17/2024	9,468.55

Kishwaukee College	Youth ITA	- WIOA 23	Workforce Development	6/17/2024	23,404.78
Kishwaukee College	Youth Supportive Services	- WIOA 23	Workforce Development	6/17/2024	4,351.62
Grundy-Kendall Regional Office of Education	Miscellaneous Contractual Exp	- WIOA 23	Workforce Development	6/3/2024	7,542.65
Grundy-Kendall Regional Office of Education	Work Based Learning Activities	- WIOA 23	Workforce Development	6/3/2024	3,184.86
Grundy-Kendall Regional Office of Education	Youth Supportive Services	- WIOA 23	Workforce Development	6/3/2024	1,334.98
Tammy Rothecker	Employee Mileage Expense	- WIOA 23	Workforce Development	6/3/2024	40.20
Tammy Rothecker	Employee Mileage Expense	- WIOA 23	Workforce Development	6/17/2024	20.10
Ryan Srocki	Employee Mileage Expense	- WIOA 23	Workforce Development	6/17/2024	253.26
JP Morgan Chase Bank N.A.	Office Supplies	- WIOA 23	Workforce Development	6/17/2024	67.84
Computer Training Source, Inc.	DT ITA	- WIOA 23	Workforce Development	6/3/2024	1,573.00
Computer Training Source, Inc.	DT ITA	- WIOA 23	Workforce Development	6/3/2024	2,671.00
IT Expert System, Inc.	DT ITA	- WIOA 23	Workforce Development	6/3/2024	3,800.00
Rasmussen University	DT ITA	- WIOA 23	Workforce Development	6/3/2024	2,800.00
West Chicago Professional Center, Inc.	DT ITA	- WIOA 23	Workforce Development	6/3/2024	5,000.00
West Chicago Professional Center, Inc.	DT ITA	- WIOA 23	Workforce Development	6/17/2024	4,950.00
Genesis Healthcare Institute LLC	DT ITA	- WIOA 23	Workforce Development	6/17/2024	2,500.00
Associated Builders & Contractors, Inc.	DT ITA	- WIOA 23	Workforce Development	6/17/2024	1,650.00
Mariasha Davis	SS Transportation Assistance	- WIOA 23	Workforce Development	6/3/2024	351.36
Anthony Uruchima	SS Transportation Assistance	- WIOA 23	Workforce Development	6/3/2024	191.19
Anthony Uruchima	SS Transportation Assistance	- WIOA 23	Workforce Development	6/3/2024	597.00
Waubensee Community College	SS Transportation Assistance	- WIOA 23	Workforce Development	6/17/2024	211.90
Kishwaukee College	Youth Supportive Services	- WIOA 23	Workforce Development	6/17/2024	2,170.80
Kishwaukee College	DT ITA	- WIOA 23	Workforce Development	6/3/2024	4,000.00
Kishwaukee College	DT ITA	- WIOA 23	Workforce Development	6/17/2024	24,604.42
Kishwaukee College	DT ITA	- WIOA 23	Workforce Development	6/17/2024	4,000.00
Rock Gate Capital, LLC dba 160 Driving Academy	DT ITA	- WIOA 23	Workforce Development	6/17/2024	5,401.00
Bettina Banda	SS Transportation Assistance	- WIOA 23	Workforce Development	6/3/2024	230.48
Bettina Banda	SS Transportation Assistance	- WIOA 23	Workforce Development	6/3/2024	230.48
Courtney Munz	SS Transportation Assistance	- WIOA 23	Workforce Development	6/17/2024	1,200.00
CDL America, Inc.	DT ITA	- WIOA 23	Workforce Development	6/3/2024	5,700.00
Computer Training Source, Inc.	DT ITA	- WIOA 23	Workforce Development	6/3/2024	813.00
Elgin Community College	DT ITA	- WIOA 23	Workforce Development	6/3/2024	14,418.46
IT Expert System, Inc.	DT ITA	- WIOA 23	Workforce Development	6/17/2024	1,900.00
North Shore College (Northbrook Coll of Healthcar)	DT ITA	- WIOA 23	Workforce Development	6/17/2024	1,200.00
Elgin Community College	DT Class Size Training	- WIOA 23	Workforce Development	6/3/2024	1,238.96
Elgin Community College	SS Transportation Assistance	- WIOA 23	Workforce Development	6/3/2024	100.24
Rasmussen University	DT ITA	- WIOA 23	Workforce Development	6/3/2024	3,750.00
CDL America, Inc.	DT ITA	- WIOA 23	Workforce Development	6/3/2024	5,700.00
Computer Training Source, Inc.	DT ITA	- WIOA 23	Workforce Development	6/17/2024	3,970.00
West Chicago Professional Center, Inc.	DT ITA	- WIOA 23	Workforce Development	6/17/2024	4,950.00
Akemi Hughes	SS Transportation Assistance	- WIOA 23	Workforce Development	6/3/2024	877.59
Waubensee Community College	SS Transportation Assistance	- WIOA 23	Workforce Development	6/17/2024	105.95
Waubensee Community College	SS Transportation Assistance	- WIOA 23	Workforce Development	6/17/2024	100.00
Tammy Rothecker	Employee Mileage Expense	- WIOA 23	Workforce Development	6/3/2024	40.20
Tammy Rothecker	Employee Mileage Expense	- WIOA 23	Workforce Development	6/17/2024	20.10
Ryan Srocki	Employee Mileage Expense	- WIOA 23	Workforce Development	6/17/2024	148.74
JP Morgan Chase Bank N.A.	Office Supplies	- WIOA 23	Workforce Development	6/17/2024	60.16
A Plus Healthcare Training Corp.	DT ITA	- WIOA 23	Workforce Development	6/17/2024	1,250.00
A Plus Healthcare Training Corp.	DT ITA	- WIOA 23	Workforce Development	6/17/2024	6,870.00
College of DuPage	DT ITA	- WIOA 23	Workforce Development	6/17/2024	5,250.00
Computer Training Source, Inc.	DT ITA	- WIOA 23	Workforce Development	6/17/2024	2,326.00
Midwest Safe Driver LLC	DT ITA	- WIOA 23	Workforce Development	6/3/2024	5,000.00

42 North Group Inc. dba Microtrain Technologies	DT ITA	- WIOA 23	Workforce Development	6/3/2024	4,505.00
Computer Training Source, Inc.	DT ITA	- WIOA 23	Workforce Development	6/3/2024	3,495.00
Elgin Community College	DT ITA	- WIOA 23	Workforce Development	6/3/2024	3,121.85
Elgin Community College	DT Class Size Training	- WIOA 23	Workforce Development	6/3/2024	1,238.95
John Borndahl	SS Transportation Assistance	- WIOA 23	Workforce Development	6/3/2024	90.86
John Borndahl	SS Transportation Assistance	- WIOA 23	Workforce Development	6/17/2024	33.10
42 North Group Inc. dba Microtrain Technologies	DT ITA	- WIOA 23	Workforce Development	6/3/2024	4,545.00
42 North Group Inc. dba Microtrain Technologies	DT ITA	- WIOA 23	Workforce Development	6/3/2024	3,160.00
CDL America, Inc.	DT ITA	- WIOA 23	Workforce Development	6/17/2024	6,072.00
Keith A. Kriglstein	SS Transportation Assistance	- TAA 22	Workforce Development	6/3/2024	100.24
Keith A. Kriglstein	SS Transportation Assistance	- TAA 22	Workforce Development	6/3/2024	100.24
Keith A. Kriglstein	SS Transportation Assistance	- TAA 22	Workforce Development	6/17/2024	50.12
Denise Bailey	SS Transportation Assistance	- TAA 22	Workforce Development	6/3/2024	56.54
Natey Ericson	SS Transportation Assistance	- TAA 22	Workforce Development	6/3/2024	38.04
Natey Ericson	SS Transportation Assistance	- TAA 22	Workforce Development	6/3/2024	38.04
Natey Ericson	SS Transportation Assistance	- TAA 22	Workforce Development	6/17/2024	38.04
Denise Bailey	SS Transportation Assistance	- TAA 22	Workforce Development	6/17/2024	56.54
Groot Recycling dba Accurate Document Destruction	Professional Services	Operating Pool	Workforce Development	6/3/2024	74.20
Batavia Enterprises, Inc - See VN: 9736	Professional Services	Operating Pool	Workforce Development	6/3/2024	73.19
E J Rohn Company dba Specialty Mat Service	Professional Services	Operating Pool	Workforce Development	6/17/2024	31.54
Groot Recycling dba Accurate Document Destruction	Professional Services	Operating Pool	Workforce Development	6/17/2024	64.59
Allegion Access Technologies, LLC	Repairs and Maint- Buildings	Operating Pool	Workforce Development	6/17/2024	565.46
Warehouse Direct, Inc.	Office Supplies	Operating Pool	Workforce Development	6/3/2024	369.34
JP Morgan Chase Bank N.A.	Office Supplies	Operating Pool	Workforce Development	6/17/2024	45.95
Nicor Gas	Utilities- Natural Gas	Operating Pool	Workforce Development	6/3/2024	27.94
Nicor Gas	Utilities- Natural Gas	Operating Pool	Workforce Development	6/3/2024	68.95
AT&T	Telephone	Operating Pool	Workforce Development	6/3/2024	25.96
JP Morgan Chase Bank N.A.	Internet	Operating Pool	Workforce Development	6/17/2024	284.94
Kruis Inc (Sparkle Janitorial Service)	Janitorial Services	Operating Pool	Workforce Development	6/3/2024	1,000.00
Kruis Inc (Sparkle Janitorial Service)	Janitorial Services	Operating Pool	Workforce Development	6/17/2024	1,000.00
Nicor Gas	Utilities- Natural Gas	Operating Pool	Workforce Development	6/17/2024	53.98
ComEd	Utilities- Electric	Operating Pool	Workforce Development	6/3/2024	135.55
ComEd	Utilities- Electric	Operating Pool	Workforce Development	6/17/2024	160.29
JP Morgan Chase Bank N.A.	Telephone	Operating Pool	Workforce Development	6/17/2024	68.70
JP Morgan Chase Bank N.A.	Internet	Operating Pool	Workforce Development	6/17/2024	263.69
MCI	Telephone	Operating Pool	Workforce Development	6/3/2024	47.98
JP Morgan Chase Bank N.A.	Internet	Operating Pool	Workforce Development	6/17/2024	152.90
Batavia Enterprises, Inc - See VN: 9736	Professional Services	One-Stop shared costs	Workforce Development	6/3/2024	69.71
Groot Recycling dba Accurate Document Destruction	Professional Services	One-Stop shared costs	Workforce Development	6/3/2024	70.67
Groot Recycling dba Accurate Document Destruction	Professional Services	One-Stop shared costs	Workforce Development	6/17/2024	61.51
E J Rohn Company dba Specialty Mat Service	Professional Services	One-Stop shared costs	Workforce Development	6/17/2024	30.03
Allegion Access Technologies, LLC	Repairs and Maint- Buildings	One-Stop shared costs	Workforce Development	6/17/2024	538.54
Yascara Romero	Employee Mileage Expense	One-Stop shared costs	Workforce Development	6/3/2024	106.33
Mark Robert Urner	Employee Mileage Expense	One-Stop shared costs	Workforce Development	6/3/2024	31.29
Kelly Ann Waynauskas	Employee Mileage Expense	One-Stop shared costs	Workforce Development	6/3/2024	74.64
Kelly Ann Waynauskas	Employee Mileage Expense	One-Stop shared costs	Workforce Development	6/17/2024	46.10
Mark Robert Urner	Employee Mileage Expense	One-Stop shared costs	Workforce Development	6/17/2024	31.56
Yascara Romero	Employee Mileage Expense	One-Stop shared costs	Workforce Development	6/17/2024	117.72
JP Morgan Chase Bank N.A.	Office Supplies	One-Stop shared costs	Workforce Development	6/17/2024	27.96
Nicor Gas	Utilities- Natural Gas	One-Stop shared costs	Workforce Development	6/3/2024	26.60
AT&T	Telephone	One-Stop shared costs	Workforce Development	6/3/2024	24.73
JP Morgan Chase Bank N.A.	Internet	One-Stop shared costs	Workforce Development	6/17/2024	271.37

JP Morgan Chase Bank N.A.	Communication/Web Host	One-Stop shared costs	Workforce Development	6/17/2024	64.00
Kelly Ann Waynauskas	Employee Mileage Expense	One-Stop Operator	Workforce Development	6/3/2024	38.46
Kelly Ann Waynauskas	Employee Mileage Expense	One-Stop Operator	Workforce Development	6/17/2024	50.79
JP Morgan Chase Bank N.A.	Equipment > \$1000	Digital Literacy & Support Svcs	Workforce Development	6/17/2024	4,424.55
Asia Driving School, Inc.	SS Transportation Assistance	Digital Literacy & Support Svcs	Workforce Development	6/17/2024	4,510.00
Asia Driving School, Inc.	SS Transportation Assistance	Digital Literacy & Support Svcs	Workforce Development	6/17/2024	2,310.00
JP Morgan Chase Bank N.A.	SS Transportation Assistance	Digital Literacy & Support Svcs	Workforce Development	6/17/2024	5,190.91
Illinois Phlebotomy Services, LLC	Contractual/Consulting Services	State's Attorney	Kane County Law Enforcement	6/17/2024	425.00
Canon Solutions America Inc	Computers	Other- Countywide Expenses	Capital Projects	6/3/2024	11,475.03
Nationwide Power Solutions, Inc.	Computers	Other- Countywide Expenses	Capital Projects	6/3/2024	89,926.90
Toshiba America Business Solutions, Inc	Computers	Other- Countywide Expenses	Capital Projects	6/17/2024	3,280.00
Toshiba America Business Solutions, Inc	Computers	Other- Countywide Expenses	Capital Projects	6/17/2024	4,343.00
Wight & Company	Contractual/Consulting Services	Other- Countywide Expenses	Capital Projects	6/3/2024	4,004.50
Heilmuth, Obata & Kassabaum, Inc. (HOK)	Building Improvements	Other- Countywide Expenses	Capital Projects	6/3/2024	15,100.00
Lite Construction, Inc.	Building Improvements	Other- Countywide Expenses	Capital Projects	6/3/2024	199,092.82
Lite Construction, Inc.	Building Improvements	Other- Countywide Expenses	Capital Projects	6/3/2024	38,540.62
MRRW Construction, LLC	Building Improvements	Other- Countywide Expenses	Capital Projects	6/3/2024	29,490.00
Wight & Company	Building Improvements	Other- Countywide Expenses	Capital Projects	6/3/2024	22,221.00
Wight & Company	Building Improvements	Other- Countywide Expenses	Capital Projects	6/3/2024	2,043.48
Wight & Company	Building Improvements	Other- Countywide Expenses	Capital Projects	6/3/2024	20,024.72
MRRW Construction, LLC	Building Improvements	Other- Countywide Expenses	Capital Projects	6/17/2024	34,800.00
Convergint Technologies LLC	Special Purpose Equipment	Other- Countywide Expenses	Capital Projects	6/3/2024	460,001.00
Correct Electronics Inc	Special Purpose Equipment	Other- Countywide Expenses	Capital Projects	6/3/2024	1,500.00
SteelSentry, Inc.	Special Purpose Equipment	Other- Countywide Expenses	Capital Projects	6/3/2024	4,839.58
Imaging Office Systems Inc	Contractual/Consulting Services	Other- Countywide Expenses	Judicial Facility Construction	6/17/2024	7,096.32
Insight Public Sector Inc	Contractual/Consulting Services	Other- Countywide Expenses	Judicial Facility Construction	6/17/2024	18,630.00
Insight Public Sector Inc	Contractual/Consulting Services	Other- Countywide Expenses	Judicial Facility Construction	6/17/2024	1,620.00
Insight Public Sector Inc	Contractual/Consulting Services	Other- Countywide Expenses	Judicial Facility Construction	6/17/2024	20,600.00
Judicial Systems, Inc.	Contractual/Consulting Services	Other- Countywide Expenses	Judicial Facility Construction	6/17/2024	196,844.00
Tetrus Corp	Contractual/Consulting Services	Other- Countywide Expenses	Judicial Facility Construction	6/26/2024	9,999.99
Securadyn Systems Intermediate LLC dba Adesta LLC	Contractual/Consulting Services	Development	Mill Creek Special Service Area	6/17/2024	4,477.48
Menards, Inc.	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	6/3/2024	85.50
Menards, Inc.	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	6/17/2024	45.89
Cornerstone Partners Horticultural Services Co.	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	6/17/2024	7,871.90
Cornerstone Partners Horticultural Services Co.	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	6/17/2024	11,684.77
Cornerstone Partners Horticultural Services Co.	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	6/17/2024	6,498.39
Cornerstone Partners Horticultural Services Co.	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	6/17/2024	5,178.71
Cornerstone Partners Horticultural Services Co.	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	6/17/2024	372.60
JP Morgan Chase Bank N.A.	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	6/17/2024	1,061.36
Tri City Land Management Co., LLC	Building Space Rental	Development	Mill Creek Special Service Area	6/3/2024	1,086.02
JP Morgan Chase Bank N.A.	Repairs and Maint- Vehicles	Development	Mill Creek Special Service Area	6/17/2024	261.39
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Development	Mill Creek Special Service Area	6/3/2024	36.97
JP Morgan Chase Bank N.A.	Office Supplies	Development	Mill Creek Special Service Area	6/17/2024	33.98
JP Morgan Chase Bank N.A.	Operating Supplies	Development	Mill Creek Special Service Area	6/17/2024	1,038.62
JP Morgan Chase Bank N.A.	Operating Supplies	Development	Mill Creek Special Service Area	6/17/2024	136.11
Grainger Inc	Operating Supplies	Development	Mill Creek Special Service Area	6/17/2024	185.84
Nicor Gas	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	6/3/2024	49.18
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	6/3/2024	118.77
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	6/3/2024	28.99
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	6/17/2024	334.25
John Edmund Streppek Trust	Highway Right of Way	Transportation	North Impact Fees	6/3/2024	25,600.00
Streppek Family, LLC	Highway Right of Way	Transportation	North Impact Fees	6/3/2024	7,100.00

Muellner Construction	Impact Fees	Transportation	Central Impact Fees	6/17/2024	1,368.06
V3 Companies, Ltd	Engineering Services	Transportation	South Impact Fees	6/17/2024	2,573.76
JP Morgan Chase Bank N.A.	Interest- Bonds	Debt Service	Capital Improvement Debt Service	6/15/2024	101,101.00
US Bank National Association	Interest- Bonds	Debt Service	Recovery Zone Bond Debt Service	6/17/2024	20,463.75
Community Bank Corp. dba Time Bank	Interest- Bonds	Debt Service	JJC/AJC Refunding Debt Service	6/15/2024	7,355.50
Zions Bank	Restricted Cash & Investments		Longmeadow Debt Service	6/30/2024	141,454.59
Clean Harbors Environmental Services, Inc.	Contractual/Consulting Services	Environmental Management	Enterprise Surcharge	6/17/2024	4,067.70
Clean Harbors Environmental Services, Inc.	Contractual/Consulting Services	Environmental Management	Enterprise Surcharge	6/17/2024	2,894.20
Groot Recycling dba Accurate Document Destruction	Professional Services	Environmental Management	Enterprise Surcharge	6/17/2024	3,900.00
JP Morgan Chase Bank N.A.	Professional Services	Environmental Management	Enterprise Surcharge	6/17/2024	103.00
JP Morgan Chase Bank N.A.	Conferences and Meetings	Environmental Management	Enterprise Surcharge	6/17/2024	550.00
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	Environmental Management	Enterprise Surcharge	6/3/2024	27.94
JP Morgan Chase Bank N.A.	Operating Supplies	Environmental Management	Enterprise Surcharge	6/17/2024	135.20
JP Morgan Chase Bank N.A.	Operating Supplies	Environmental Management	Enterprise Surcharge	6/17/2024	1,076.18
MIP V Onion Parent LLC dba Lakeshore Recycling	Operating Supplies	Environmental Management	Enterprise Surcharge	6/17/2024	425.00
Signs in Dundee Inc dba Signs by Tomorrow	Operating Supplies	Environmental Management	Enterprise Surcharge	6/17/2024	860.28
Uline	Operating Supplies	Environmental Management	Enterprise Surcharge	6/17/2024	249.30
Health Care Service Corporation dba BCBSIL	Healthcare - Stop Loss Insurance	Other- Countywide Expenses	Health Insurance Fund	6/17/2024	-61,139.51
Fidelity Security Life Insurance Company (Eyemed)	Healthcare - Vision Insurance	Other- Countywide Expenses	Health Insurance Fund	6/17/2024	7,065.60
Cigna Health and Life Insurance Company	Healthcare - Dental Insurance	Other- Countywide Expenses	Health Insurance Fund	6/17/2024	68,722.56
Sun Life Assurance Company of Canada	Healthcare - Life Insurance	Other- Countywide Expenses	Health Insurance Fund	6/3/2024	4,891.05
Catilize Health, Inc. dba Catilize Health	Healthcare - Medical Expense Reimbursement	Other- Countywide Expenses	Health Insurance Fund	6/3/2024	8,206.81
Catilize Health, Inc. dba Catilize Health	Healthcare - Medical Expense Reimbursement	Other- Countywide Expenses	Health Insurance Fund	6/17/2024	8,792.21
Health Care Service Corporation dba BCBSIL	Healthcare - Stop Loss Insurance	Other- Countywide Expenses	Health Insurance Fund	6/17/2024	72,793.65
Health Care Service Corporation dba BCBSIL	Self Insured Healthcare Claims	Other- Countywide Expenses	Health Insurance Fund	6/17/2024	767,443.03
Health Care Service Corporation dba BCBSIL	Self Insured Healthcare Claims Administration	Other- Countywide Expenses	Health Insurance Fund	6/17/2024	21,852.63
Health Care Service Corporation dba BCBSIL	Healthcare Facility Access Fee	Other- Countywide Expenses	Health Insurance Fund	6/17/2024	10,789.04
Health Care Service Corporation dba BCBSIL	Healthcare Credits	Other- Countywide Expenses	Health Insurance Fund	6/17/2024	-48,825.90
Health Care Service Corporation dba BCBSIL	Healthcare - Stop Loss Insurance	Other- Countywide Expenses	Health Insurance Fund	6/17/2024	50,569.00
Health Care Service Corporation dba BCBSIL	Self Insured Healthcare Claims	Other- Countywide Expenses	Health Insurance Fund	6/17/2024	682,729.54
Health Care Service Corporation dba BCBSIL	Self Insured Healthcare Claims Administration	Other- Countywide Expenses	Health Insurance Fund	6/17/2024	29,708.75
Health Care Service Corporation dba BCBSIL	Healthcare HMO Managed Care Fee	Other- Countywide Expenses	Health Insurance Fund	6/17/2024	8,704.70
Health Care Service Corporation dba BCBSIL	Healthcare Physician Services Fee	Other- Countywide Expenses	Health Insurance Fund	6/17/2024	222,573.96
Health Care Service Corporation dba BCBSIL	Healthcare Credits	Other- Countywide Expenses	Health Insurance Fund	6/17/2024	-71,302.90
Humana Insurance Company	Healthcare - Health Insurance	Other- Countywide Expenses	Health Insurance Fund	6/3/2024	12,981.30
Bluff City Elgin, LLC	Accrued Liabilities		Special Trust	6/7/2024	102,760.00
Jeffrey S. Keller	Accrued Liabilities		Special Trust	6/25/2024	13,500.00
Teresa Keller	Accrued Liabilities		Special Trust	6/25/2024	13,500.00
Jerald Bleck	Distribution	Information Technologies	911 Emergency Surcharge	6/17/2024	900.00
John F. Harahan	Distribution	Information Technologies	911 Emergency Surcharge	6/17/2024	728.00
Illinois Department of Revenue	Accrued Liabilities		Recorder's Rental Surcharge	6/3/2024	72,216.00
Flexible Benefits Service, LLC	Accrued Liabilities		Flexible Spending Account	6/3/2024	6,924.54
Flexible Benefits Service, LLC	Accrued Liabilities		Flexible Spending Account	6/3/2024	7,825.52
Flexible Benefits Service, LLC	Accrued Liabilities		Flexible Spending Account	6/17/2024	7,735.61
Flexible Benefits Service, LLC	Accrued Liabilities		Flexible Spending Account	6/17/2024	5,654.46
State of Illinois Treasurer	Accrued Liabilities		County Clerk Domestic Violence	6/17/2024	1,760.00
IL Department of Public Health - Vital Records	Accrued Liabilities		Death Certificates	6/17/2024	11,384.00
Illinois Department of Revenue	Accrued Liabilities		State Real Estate Transfer Tax	6/3/2024	365,066.50
Hampton Lenzini & Renwick, Inc. (HLR)	Engineering Services	Transportation	Elgin Township	6/3/2024	1,180.27
Hampton Lenzini & Renwick, Inc. (HLR)	Engineering Services	Transportation	Elgin Township	6/17/2024	2,433.32
TOTAL				1920	9,362,988.39

WHEREAS, the Finance Department currently has \$22,780 in its FY 2024 budget for the Contractual Services category; and

WHEREAS, in order to fully fund these professional implementation services, a budget transfer of \$35,000 is required from the Personnel Services category to the Contractual Services category in the Finance Department's FY 2024 budget;

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute an agreement with EisnerAmper, attached hereto as Exhibit B, in the amount of \$57,780; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Kane County Board approve a transfer of \$35,000 from a General Fund Personnel Services account # 40000 Salaries and Wage to a contractual services account #50150 Contractual/Consulting Services.

Line Items: 001.040.040.40000; 001.040.040.50150

Line Item Description: Salaries and Wage; Contractual/Consulting Services

Was Personnel/Item/Service approved in original budget or a subsequent budget revision?

Yes

Are funds currently available for this Personnel/Item/Service in the specific line item? No, requires budget transfer

If funds are not currently available in the specified line item, where are the funds available?

Budget transfer from Personnel Services to Contractual Services

Passed by the Kane County Board on August 13, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Ordinance: No.

Approving Agreement with EAG Great Lakes, LLC d\l\l a EisnerAmper to provide professional software implementation services to the Finance Department and Budget Transfer

Committee Flow: Finance and Budget Committee, Executive Committee, County Board

Contact: Kathleen T Hopkins, 630.208.5132

Budget Information:

Was this item budgeted? Partially	Contract Approval Amount \$ 57,780
If not budgeted, explain funding source:	Budget Transfer Request: \$35,000
	Emergency Appropriation Amount: N/A

Summary:

The Finance Department contracted with EisnerAmper in FY 2024 in the amount of \$2,500 to conduct an assessment to determine how the County can expand usage of the Workday Adaptive Planning budgeting and forecasting software tool currently used by the Kane County Division of Transportation to all other County funds. EisnerAmper is a sole source selection professional service provider as Workday Adaptive Planning listed Eisner Amper as their preferred, accredited, and sole partner within the greater Chicagoland area to provide these implementation services (see Exhibit D). States Attorney reviewed original \$2,500 contract.

As a result of this assessment, EisnerAmper submitted a proposal in the amount of \$57,780 to assist with implementation in a Phase I and Phase II approach.

In order to provide these professional software implementation services, Kane County will also need to amend its existing software subscription contract with Workday Adaptive Planning in the amount of \$9,613.00 as a separate "instance" of the software will be needed in order to provide the new implementation services. This amendment and requested budget transfer will be in a separate resolution.

In order to fund these implementation services, the Finance Department is requesting a budget transfer from the Personnel Services to the Contractual Services category of its FY 2024 Budget in the amount of \$25,000 as detailed in the chart below in order to fund the total cost of these implementation services. The budget transfer of \$4,000 from Personnel Services to Capital will be in a separate resolution. The lower forecasted amount for the Personnel Services budget category as compared to the original budget is due to the delay in hiring a Grant Administrator (started April 2024) and the loss of the Payroll Clerk (April 2024) with expected hiring not for several months.

Category	FY 2024 Original Budget	FY 2024 Forecast (includes implementation costs)	Difference	FY 2024 Requested Transfer
Personnel Services	\$1,146,396	\$1,091,487	\$54,908	(\$25,000)
Contractual Services	\$217,439	\$242,072	(\$24,633)	\$25,000
Commodities	\$5,544	\$4,651	(\$892)	
Capital	\$0	\$4,000	(\$4,000)	

Staff recommends approval

COUNTY OF KANE

Kane County
Finance Department
Kathleen Hopkinson
Executive Director



Kane County Government Center
Building A
719 Batavia Avenue
Geneva, Illinois 60134
(630) 208-5132
hopkinsonkathleen@kanecountyil.gov

Emergency Appropriation and/or Budget Transfer Request Form

Department Name	Finance Department
Date	June 14, 2024
Fund	General Fund
Category (<i>Personnel Services, Contractual Services, Commodities, or Capital</i>)	Transfer from Personnel Services to Contractual Services
Increase or Decrease	No increase or decrease - Just a transfer between categories
Amount	\$25,000

Requested Emergency Appropriation and/or Budget Transfer Description and Rationale (please also attach draft resolution)

The Finance Department contracted* with EisnerAmper in FY 2024 in the amount of \$2,500 to conduct an assessment to determine how the County can expand usage of the Workday Adaptive Planning budgeting and forecasting software tool currently used by the Kane County Division of Transportation to all other County funds. EisnerAmper is a sole source selection professional service provider as Workday Adaptive Planning listed Eisner Amper as their preferred, accredited, and sole partner within the greater Chicagoland area to provide these implementation services (see Exhibit D). States Attorney reviewed original \$2,500 contract.

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Capital	\$0	\$4,000	(\$4,000)	

Submitted by

Signature of Elected Official or Department Executive Director

Kathleen Hopkinson

Date July 18, 2024

Category	Account	Approved Budget	Debit	Credit
Personnel Services	001.040.040.40000			\$25,000
Contractual Services	001.040.040.50150		\$25,000	
Commodities				
Capital				

Reviewed by

Emergency Appropriation has been reviewed by Finance Department

Executive Director *Kathleen Hopkinson* Date July 18, 2024

**Approving Agreement with EAG Great Lakes, LLC d\ b\ a EisnerAmper to
provide professional software implementation services to the Finance
Department and Budget Transfer**

Exhibit A

General Terms and Conditions

EAG Great Lakes LLC

General Terms and Conditions For The Sale of Services

1. Applicability.

- a. These terms and conditions of sale (these "Terms") are the only terms which govern the sale of services ("Services") by EAG Great Lakes LLC ("Seller") to the buyer named on the accompanying Statement of Work ("Buyer"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.
- b. The accompanying confirmation of sale (the "Statement of Work"), master services agreement (if applicable), and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2. Performance of Services.

- a. Seller shall provide the Services as described in an executed Statement of Work. Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the Statement of Work, and any such dates shall be estimates only.
- b. With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; (iii) accept responsibility for all management decisions and management functions; (iv) provide such customer materials or information as Seller may reasonably request and Buyer considers reasonably necessary to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (v) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

3. Buyer's Acts or Omissions. If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

4. Price.

- a. Buyer shall purchase Services from Seller at the prices (the "Prices") set forth in Seller's published price list in force as of the date of Buyer's Statement of Work.
- b. Buyer agrees to reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of the Services.
- c. All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets.

5. Payment Terms.

- a. Buyer shall pay all invoiced amounts due to Seller within 30 days from the date of Seller's invoice. Buyer shall make all payments hereunder by check or electronic funds transfer in US dollars.
- b. Buyer shall pay interest on all late services that are more than 15 days past due at the rate of 1% per month or the highest rate permissible under applicable law. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the performance of any Services if Buyer fails to pay any amounts when due hereunder and such failure continues for 90 days following written notice thereof.

6. Limited Warranty.

- a. Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.
- b. EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 11(a), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL

- PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.
- c. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.
 - d. THE SERVICES AND ALL OTHER MATERIALS ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". BUYER AGREES AND ACKNOWLEDGES THAT SERVICE OUTAGES, SERVICE FAILURES, FAILURES OR DEFECTS IN SOFTWARE OR HARDWARE PROVIDED OR MADE AVAILABLE HEREUNDER, OR ERRORS IN PERFORMANCE OF ANY SUCH ITEMS, AND FAILURES OF THE PUBLIC INTERNET OR OTHER MEANS OF COMMUNICATION ARE NOT SELLER'S RESPONSIBILITY. SELLER DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO THE SERVICES, SOFTWARE OR HARDWARE OR ANY SYSTEMS PURSUANT TO WHICH BUYER ACCESSES SAME. SELLER IS NOT LIABLE FOR ANY DAMAGES OF ANY TYPE CAUSED BY SUCH INTERFERENCE. NO WARRANTY, REPRESENTATION, GUARANTEE, CONDITION, UNDERTAKING OR TERM, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE CONDITION, QUALITY, DURABILITY, ACCURACY, COMPLETENESS, PERFORMANCE, OR QUIET ENJOYMENT, OR USE OF THE SERVICES IS GIVEN OR ASSUMED BY SELLER AND ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW, AS ARE ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE. SELLER DOES NOT WARRANT THAT DEFECTS IN THE SERVICES WILL BE CORRECTED.

7. Limitation of Liability.

- a. IN NO EVENT SHALL SELLER OR ITS AFFILIATED ENTITIES BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND

NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

- b. IN NO EVENT SHALL SELLER'S OR ITS AFFILIATED ENTITIES' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED TWO TIMES (2X) THE TOTAL AMOUNTS PAID OR PAYABLE TO SELLER FOR THE SERVICES SOLD HEREUNDER FOR THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE UPON WHICH THE CAUSE OF ACTION ARISES, IF ANY. THE SELLER SHALL NOT HAVE ANY LIABILITY WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED BY A THIRD PARTY PROVIDER.
 - c. The limitation of liability set forth in Section 7(b) shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.
8. Reimbursement of Expenses Related to Compliance with Subpoenas: In the event that Seller, Eisner Advisory Group LLC, or EisnerAmper LLP receives a subpoena or other legal process in an action or proceeding in which it is not a party that seeks testimony, documents or information related to the services provided pursuant to this Agreement, Buyer shall reimburse Seller for all costs and expenses (including reasonable legal fees and costs) associated with providing such testimony, documents or information, including any time expended at Seller's then standard rates.
9. Insurance. During the term of this Agreement and for a period of six months thereafter, each of Buyer and Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000 with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. Buyer shall provide Seller with 15 days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy.
10. Compliance with Law. Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.
11. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to

bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. Buyer may terminate this agreement, for any reason, within fifteen (15) days notice to Seller, subject to payment for all charges incurred to the date of termination or resignation. Provided this Agreement has not been terminated by Seller or Buyer as contemplated by the preceding sentences, this Agreement will automatically terminate upon Seller's performance of Services in accordance with this Agreement. Each of the termination events in this section shall each be referred to as an "Engagement Termination Event."

12. Waiver. No waiver by either party of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by the waiving party. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

13. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing or disclosure is otherwise required by law or court order. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

By entering into this Agreement, Buyer consents to the terms and conditions of EisnerAmper's privacy law notices and contract terms located at <https://www.eisneramper.com/privacy-law-resource-center>.

14. Force Majeure. The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental order or actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess

of 90 days, Buyer shall be entitled to give notice in writing to Seller to terminate this Agreement.

15. **Assignment.** Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement. Seller may assign this Agreement or any of its rights or delegate any of its obligations under this Agreement to any subsidiary, parent, related entity, or any entity with which EisnerAmper LLP or Eisner Advisory Group LLC enters into any change of control, combination, merger, or sale of substantially all of its assets.
16. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
17. **Foreign Employees and Subsidiaries.** Seller may assign employees or employees of its affiliated entities' subsidiaries and affiliates located outside the United States to work on this engagement, and to provide operational support services to Seller. Buyer hereby consents to Seller assigning employees and affiliated entities located outside the United States to this engagement, and to Seller transmitting Buyer information to such employees and affiliated entities as needed to perform the services for Buyer and to perform operational services.
18. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
19. **No Affiliate Liability.** Seller's affiliate, EisnerAmper LLP, is a member firm of the EisnerAmper Global Ltd, a network of legally independent firms. EisnerAmper LLP is also a member firm of Allinial Global, an association of legally independent accounting and consulting firms. None of EisnerAmper LLP, the other member firms, the correspondent firms, EisnerAmper Global Ltd, or Allinial Global controls, is responsible for, or accepts liability for the work or advice which Seller provides to its clients, including Buyer. Buyer acknowledges and accepts that such firms, networks, and associations do not owe Buyer any duty in relation to the work or advice which Seller will from time to time provide to Buyer or is required to provide to Buyer.

20. **Independence and Non-Attest Services.** This section applies only to Buyers for which attest services are provided by EisnerAmper LLP. Professional standards require that a CPA firm and its covered members maintain independence throughout the professional engagement period. In order to preserve Seller's independence, the Buyer shall not solicit Seller's, EisnerAmper LLP's, or Eisner Advisory Group LLC's staff for employment and no offer of employment shall be discussed with any such professional during the professional engagement period. The Buyer shall inform the engagement partner before entering into any substantive employment discussions with any Seller, Eisner Advisory Group LLC, and/or EisnerAmper LLP personnel. To the extent that Seller or Eisner Advisory Group LLC performs any non-attest services (including, but not limited to, the preparation of tax returns, or consulting services, etc.), the Buyer assumes all management responsibilities, which means that the Buyer will make all management decisions and perform all management functions, designate an individual, preferably from senior management, with suitable skill, knowledge, and/or experience to oversee the services, evaluate the adequacy and results of the services performed, accept responsibility for the results of the services and, where appropriate, establish and maintain internal controls including monitoring ongoing activities. Seller in its sole professional judgment, reserves the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.
21. **Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Illinois.
22. **Statute of Limitations.** Any legal action or proceeding asserting a claim against EA Group arising out of or relating to this Engagement Letter or the services provided under this Engagement Letter shall be asserted within two (2) years from the Engagement Termination Event, as defined in the Engagement Letter.
23. **Submission to Jurisdiction.** Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the County of Kane, Illinois.
24. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Statement of Work or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), email (with confirmation of transmission) to Marc Moskowitz (mm@morr Morr.com) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party

giving the Notice has complied with the requirements of this Section.

25. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

26. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.

27. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

Kane County

Kathleen Hopkinson Executive Director

DocuSigned by:
Kathleen Hopkinson 2/7/2024
DBB84BA16A084E1...

**Approving Agreement with EAG Great Lakes, LLC d\b\ a EisnerAmper to
provide professional software implementation services to the Finance
Department and Budget Transfer**

Exhibit B

Kane County

Workday Adaptive Planning Professional Services - Statement of Work

April 8, 2024



April 8, 2024

Dear Kane County,

We appreciate that your organization is considering EAG Great Lakes, LLC for Workday Adaptive Planning professional services and are delighted to provide this Statement of Work for your review. We value long-term relationships and will partner with you to achieve your desired transformative business outcomes.

Fees to deliver the envisioned services are as follows:

PHASE I and II - Summary

		Fee Structure	
Professional Services		Standard	Discounted
Foundation for Planning and Analytics	70.00		
Modeling	151.00		
Data Management	45.00		
Knowledge Transfer and Client Adoption with Starter Web Reporting	55.00		
Enhanced Reporting and Analytics	-		
Sub Total	321.00	\$94,695.00	\$72,225.00
Allocated Expenses - 5%		\$4,734.75	\$0.00
Courtesy Project Adjustment			(14,445.00)
		Total	\$57,780.00

We will make every effort to earn your confidence and loyalty for the long term.

Sincerely,
EAG Great Lakes, LLC



Marc Moskowitz
Partner, Advisory





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STATEMENT OF WORK FOR PROFESSIONAL SERVICES

EAG Great Lakes, LLC may provide the following Workday Adaptive Planning Professional Services:

Professional Services

DELIVERY SUMMARY 	
<ul style="list-style-type: none"> Foundation <ul style="list-style-type: none"> Design, Configuration and Walk-Through of Versions, Time Strata, Currencies and Exchange Rates  Design, Configuration and Walk-Through of Levels, Level Attributes, Dimensions and Dimension Attributes Design, Configuration and Walk-Through of General Ledger Accounts, Metric Accounts, Customer Accounts, Assumption Accounts and Account Attributes Modeling <ul style="list-style-type: none"> Design, Configuration and Walk-Through of Revenue and Cost of Goods Sold, Operating Expense, Workforce/Personnel, Capital, Balance Sheet/Cash Flow and Operational Planning Models (Level Assigned and User Assigned Sheets) and related Links, Version and Master Formulas  Design, Configuration and Walk-Through of Allocation Rules Design, Configuration and Walk-Through of Consolidations Design, Configuration and Walk-Through of Workflow and Process Tracker Data Management <ul style="list-style-type: none"> Design, Configuration and Walk-Through of Native Cloud, CCDS, JDBC and File Based Integration  Enhanced Reporting and Analytics <ul style="list-style-type: none"> Web Report Configuration Office Connect Configuration Dashboard Configuration Client Adoption <ul style="list-style-type: none"> Administration/Access Rules Workshop(s) Web Reporting/Office Connect/Dashboard/Process Guide Workshop(s) Historical Migration Deployment Assistance Client Success and Advisory 	

Foundation for Planning and Analytics

DELIVERY SUMMARY

- Foundation Design Workshop I (2 hours) - Financial Analytics and Reporting (FAaR) Matrix
- Foundation Design Workshop II (2 hours) - Foundational Elements
- Foundation Design Workshop III (2 hours) - Model Matrix
- Configuration and Walk-Through of Versions, Time Strata, Currencies and Exchange Rate
- Configuration and Walk-Through of Levels, Level Attributes, Dimensions and Dimension Attributes
- Design, Configuration and Walk-Through of General Ledger Accounts, Metric Accounts, Customer Accounts, Assumption Accounts and Account Attributes
- Foundation Refinement and Client Acceptance

If additional workshops or walk-through sessions are required/requested, EAG Great Lakes, LLC may request a scope add-on for approval.

Client Assumptions:

- Client will provide requested Workday Adaptive Planning users per EAG Great Lakes, LLC defined syntax with Administrative Level Access.
- Client will attend all readiness and workshops.
- Client will prepare all readiness as defined during readiness sessions in advance of workshops.
- Client intends to standardize business processes, business practice, reports, and business policy across the enterprise, where possible.
- Client is responsible for all historical data migration. In the case where EAG Great Lakes, LLC assists with deployment of historical data, client will populate provided spreadsheet templates.
- Client will actively participate and provide the required resources to complete this Project and meet timeline defined and agreed upon. Lack of access or change to Clients Project stakeholders will impact Project timelines and costs if decisions cannot be made in a timely fashion.
- Client will be responsible for making any modifications to configuration upon completion of the Foundation Acceptance. Unless communicated via client email, Foundation is considered accepted the sooner of 15 business days after walk-through or verbal client acceptance.
- Client will attend all walk-through sessions.
- Client is responsible for all data validation and acceptance.

FOUNDATION		
Foundation	Adoption Phase	Notes
Foundation - Design/Configuration (Levels, Dimensions, Accounts, Attributes, Versions, Time Strata, Currencies, Security Framework and Starter Reporting)	Phase I	Foundation for Planning and Analytics Design, Configuration, Walk-Through and Refinement
Statement of Revenue, Expenditures and Changes in Fund Balance (Actual and Planning via Links/Version Formulas), Government Funds Balance Sheet, Statement of Net Position (Actual Only) - Standard Sheet, Revenue Summary - Cube Sheet with Links to Standard Sheet, Expense Summary - Cube Sheet with Links to Standard Sheet	Phase I	Foundational Sheets Design, Configuration, Walk-Through and Refinement

Modeling

DELIVERY SUMMARY

- Modeling Design Workshop I (30 minutes per sheet)
 - Define Planning Model with Sheet(s) (Standard, Modeled or Cube) including Dimensions, Assumptions, Formulas, Version Formulas and/or Links to Accounts/Levels
 - Define Allocation Rules including Source with Allocate-Out and Target with Allocate-In, Allocate-Out Value Formula and Allocate-In Weight Formula including Version Scope and Rule Period
- Configuration and Walk-Through of Defined Model
- Modeling Refinement and Client Acceptance

All inputs are direct to levels or dimensions on a sheet. Each sheet will have less than 15 calculations. Modeling does not include Data Management. If additional sheets are required beyond allowance or additional calculations or Data Management is requested EAG Great Lakes, LLC may request a scope add-on for approval. If additional workshops or walk-through sessions are required/requested, EAG Great Lakes, LLC may request a scope add-on for approval.

Client Assumptions:

- Modeling initiatives will not commence until the Foundation is accepted.
- Client will prepare all readiness as defined during readiness sessions in advance of workshops. Client will attend all readiness and workshops.
- Client intends to standardize business processes, business practice, reports, and business policy across the enterprise, where possible.
- Client is responsible for all historical data migration. In the case where EAG Great Lakes, LLC assists with deployment of historical data, client will populate provided spreadsheet templates.
- Client will actively participate and provide the required resources to complete this Project and meet timeline defined and agreed upon. Lack of access or change to Clients Project stakeholders will impact Project timelines and costs if decisions cannot be made in a timely fashion.
- Client will be responsible for making any modifications to configuration upon completion of the Modeling Acceptance. Unless communicated via client email, Modeling is considered accepted the sooner of 15 business days after walk-through or verbal client acceptance.
- Client will attend all walk-through sessions.
- Client is responsible for all data validation and acceptance.

MODELING - DRIVER BASED PLANNING SHEETS AND ALLOCATIONS

Modeling	Adoption Phase	Notes
A single sheet model is an avg of 16 hours (up to 15 calculations per sheet) inclusive of design, configuration, walk-through, refinement and acceptance. Models that are multiple sheets may average between 8 - 16 hours per sheet depending on the complexity and number of calculations. Allowance estimates are based upon proven best practices and information provided during scoping.		
Operating Expense Detail with Dimensions (1 Sheet)	Phase I	up to 15 calculations per sheet
Personnel/Workforce Planning with Unions (12 Sheets)	Phase II	up to 15 calculations per sheet
Cash and Fund Balance Projection (3 Sheets)	Phase II	up to 15 calculations per sheet

Data Management

DELIVERY SUMMARY

- Data Management Design Workshop I (60 minutes per Automated Integration Sheet Source)
 - Define End Points including Workday Adaptive Planning Accounts, Levels and Dimensions Mapping Considerations
 - Define Integration Schedule
- Configure and Walk-Through Native Cloud, CCDS, JDBC or File Based Automated Integration per Client Provided EndPoint
- Data Management Refinement and Client Acceptance

Data Management configuration will be in both the Non-Production and Production Instance. If additional workshops are required/requested EAG Great Lakes, LLC may request a scope add-on for approval.

Client Assumptions:

- Data Management initiatives related to General Ledger Automated Integration will not commence until the Foundation is accepted. Data Management initiatives related to Modeling Sheet Automated Integration will not commence until the Model is accepted.
- Client will have a Workday Adaptive Planning Non-Production Environment (Sandbox).
- Client will prepare all readiness as defined during readiness sessions in advance of workshops. Client will attend all readiness and workshops.
- Client will provide Defined End Point with required logic pre-built into End Point. Client will prepare the Account, Level and Dimension Mapping. Client will have a unique Level for each Currency.
- Unless specifically outlined in the SOW, the automation will integrate from a single End Point Source to a single Adaptive Planning Sheet (Standard, Modeled or Cube). Unless specifically outlined in the SOW, Account, Level, Dimension Members and Attributes will be inserted and maintained manually.
- Workday Adaptive Planning General Ledger and Custom Accounts Type must be configured to Actuals by Delta. Client will be responsible for configuring or changing if Actuals by Delta is currently not established.
- Unless specifically outlined in the SOW, Adaptive Planning Currency Tables will be populated and maintained manually.
- Client will actively participate and provide the required resources to complete this Project and meet timeline defined and agreed upon. Lack of access or change to Clients Project stakeholders will impact Project timelines and costs if decisions cannot be made in a timely fashion.
- Client will be responsible for making any modifications to configuration upon completion of the Data Management Acceptance. Unless communicated via client email, Data Management is considered accepted the sooner of 15 business days after walk-through or verbal client acceptance.
- Client will attend all walk-through sessions.
- Client is responsible for all data validation and acceptance.

DATA MANAGEMENT		
Integration Source > Destination	Adoption Phase	Notes
Automated Data Flow - General Ledger (New World) to Standard Sheet, Revenue Summary Cube Sheet and Expense Summary Cube Sheet. Transaction detail and Dimension Metadata Loaders are optional.	Phase I	Department-Fund Level Under Top Parent, Project Dimension, Phase Dimension Metadata Loaders. Design, Configuration, Walk-Through and Refinement

Enhanced Reporting and Analytics

DELIVERY SUMMARY

- Enhanced Reporting and Analytics Workshop I
 - Define Self-Service Reporting, Presentation Quality Reporting or Dashboard Analytics (Web Reporting, Office Connect or Workday Adaptive Planning Active Dashboard)
- Configure Walk-Through Enhanced Reporting and Analytics Self-Service Reporting, Presentation Quality Reporting or Dashboard Analytics (Web Reporting, Office Connect or Workday Adaptive Planning Active Dashboard)
- Enhanced Reporting and Analytics Refinement and Client Acceptance

If additional workshops or walk-through sessions are required/requested, EAG Great Lakes, LLC may request a scope add-on for approval.

Client Assumptions:

- Enhanced Reporting and Analytics initiatives related to Foundation will not commence until the Foundation is accepted is Historical Data is Migrated
- Enhanced Reporting and Analytics initiatives related to Modeling will not commence until the Modeling is accepted and Historical Data is Migrated.
- Client will prepare all readiness as defined during readiness sessions in advance of workshops. Client will attend all readiness and workshops.
- Client will actively participate and provide the required resources to complete this Project and meet timeline defined and agreed upon. Lack of access or change to Clients Project stakeholders will impact Project timelines and costs if decisions cannot be made in a timely fashion.
- Client will be responsible for making any modifications to configuration upon completion of the Enhanced Reporting and Analytics Acceptance. Unless communicated via client email, Enhanced Reporting and Analytics is considered accepted the sooner of 15 business days after walk-through or verbal client acceptance.
- Client will attend all walk-through sessions.
- Client is responsible for all data validation and acceptance.

ENHANCED REPORTING AND ANALYTICS		
Enhanced Reporting and Analytics	Adoption Phase	Notes
Client Centric beyond Starter Web Reporting	Phase I	Client Centric - Client will request services from EisnerAmper if required

Client Adoption

DELIVERY SUMMARY
<ul style="list-style-type: none"> Administration/Access Rules Workshop(s) Web Reporting Workshop(s) Office Connect Workshop(s) Active Dashboard and Process Guide Workshop(s) Ad-Hoc Workshops (includes Historical Migration Deployment Support)

Client Assumptions:

- Client will assign an Executive Sponsor to participate in meetings and be available to resolve issues impacting the success of the Project.
- Client will assign an experienced Project Manager to manage Client's roles and activities for this Project.
- Client will participate in scheduled cadence and outcome/milestone meetings.
- Client is responsible for all data validation and acceptance.

KNOWLEDGE TRANSFER AND CLIENT ADOPTION		
Client Adoption	Adoption Phase	Notes
Workshops - Administration/Access Rules Workshop (2), Web Reporting (3), Office Connect Workshops (3), Active Dashboard/Process Guide Workshop (2)	Phase I	Initial Allowance for Adoption Phase I (10 hours)
Client Adoption/Deployment Support/Starter Web Reporting	Phase I	Initial Allowance for Adoption Phase I (30 hours)

Client Success and Advisory

DELIVERY SUMMARY

- Readiness
- Kick-Off
- Outcome/Milestone Status Meetings
- Scheduled Cadence Calls
- Ongoing Coordination and Communication

Client Assumptions:

- Client will assign an Executive Sponsor to participate in meetings and be available to resolve issues impacting the success of the Project.
- Client will assign an experienced Project Manager to manage Client's roles and activities for this Project.
- Client will participate in scheduled cadence and outcome/milestone meetings.

Summary of Fees

PHASE I - Summary

		Fee Structure	
Professional Services		Standard	Discounted
Foundation for Planning and Analytics	70.00		
Modeling	9.00		
Data Management	45.00		
Knowledge Transfer and Client Adoption with Starter Web Reporting	55.00		
Enhanced Reporting and Analytics	-		
Sub Total	179.00	\$52,805.00	\$40,275.00
Allocated Expenses - 5%		\$2,640.25	\$0.00
Courtesy Project Adjustment			(8,055.00)
		Total	\$32,220.00

This is a Flat Fee for Outcome Professional Services Agreement. Professional Services must be utilized within six months from the execution of the agreement. All services provided after six months of execution will require a new scope of work. Professional services will be delivered virtually. Should the client desire in person services, EisnerAmper may request a scope. Additional approved scope will be invoiced in advance as a block of time at a discounted rate of \$225 per hour.

Invoiced and Due Upon Execution of Agreement	\$16,110.00
Invoiced 30 Days Upon Execution and Due Net 30	\$8,055.00
Invoiced 60 Days Upon Execution and Due Net 30	\$8,055.00

We bill travel and other out-of-pocket expenses as they are incurred. Allocated expenses include the cost of items such as technology and communication costs and professional research resources, among others, and are calculated at 5% of the fee.

EA Group is a channel partner of Workday Adaptive Planning. If your organization purchases Workday Adaptive Planning products through EA Group, EA Group will receive a commission directly from Workday.

We devote considerable effort to controlling the time expended, consistent with the need to perform our professional responsibilities. Fees for additional services beyond the requested deliverables will be discussed with, and approved by Company management before work commences.

Acceptance

Kane County hereby consents to the transfer of all files, work papers and work product, for services other than attest services, which includes confidential client information to EA Group, for the purpose of allowing EA Group to provide the services detailed herein.

By signing below, you agree to the General Terms and Conditions and the Quote and statement of works attached hereto, that together constitute the entire agreement between the parties (Agreement).

The signatories to this Agreement represent and warrant that such person is lawfully authorized and empowered to execute this Agreement on behalf of the party on whose behalf such person is signing, and that upon execution, the Agreement be binding upon such party, without any further approval, ratification, or other action.

Organization _____

Approved By _____

Title _____

Signature _____

Date _____

DRAFT

Summary of Fees

PHASE II - Summary

		Fee Structure	
Professional Services		Standard	Discounted
Foundation for Planning and Analytics	-		
Modeling	142.00		
Data Management	-		
Knowledge Transfer and Client Adoption with Starter Web Reporting	-		
Enhanced Reporting and Analytics	-		
Sub Total	142.00	\$41,890.00	\$31,950.00
Allocated Expenses - 5%		\$2,094.50	\$0.00
Courtesy Project Adjustment			(6,390.00)
		Total	\$25,560.00

This is a Flat Fee for Outcome Professional Services Agreement. Professional Services must be utilized within six months from the execution of the agreement. All services provided after six months of execution will require a new scope of work. Professional services will be delivered virtually. Should the client desire in person services, EisnerAmper may request a scope add-on for approval.

Additional approved scope will be invoiced in advance as a block of time at a discounted rate of \$225 per hour.

Invoiced and Due Upon Execution of Agreement	\$12,780.00
Invoiced 30 Days Upon Execution and Due Net 30	\$6,390.00
Invoiced 60 Days Upon Execution and Due Net 30	\$6,390.00

We bill travel and other out-of-pocket expenses as they are incurred. Allocated expenses include the cost of items such as technology and communication costs and professional research resources, among others, and are calculated at 5% of the fee.

EA Group is a channel partner of Workday Adaptive Planning. If your organization purchases Workday Adaptive Planning products through EA Group, EA Group will receive a commission directly from Workday.

We devote considerable effort to controlling the time expended, consistent with the need to perform our professional responsibilities. Fees for additional services beyond the requested deliverables will be discussed with, and approved by Company management before work commences.

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Organization _____

Approved By _____

Title _____

Signature _____

Date _____

DRAFT

TEAM PROFILE, EXPERIENCE AND ALIGNMENT



EisnerAmper	Client
Partner - Oversees the EisnerAmper team. Will meet monthly and on an ad-hoc basis with Client Sponsor and Project Lead. Primarily provides Client Success and Advisory Services.	Sponsor - Overseer for the Client team. Will meet monthly and on an ad-hoc basis with EisnerAmper Partner and Team Lead.
Team Lead – Ensure the project is progressing according to plan and agreed upon success criteria is met. Primarily provides Design Services.	Project Lead - Responsible for coordinating and executing detailed project activities for the Company.
Associates – Ensure agreed upon success criteria is met. Primarily provides Configuration and Client Adoption Services.	Administrators – Core team members responsible for executing project activities. They are dedicated to the project, ultimately responsible for configuration decisions and represent the business users.
Developers - Ensure agreed upon success criteria is met. Primarily provides Data Management Services.	Consumers – Business user leveraging Workday Adaptive Planning to perform Enterprise Planning and Analytics Functions.

SAMPLE TIMELINE (PHASE I & II)

		Resource		Hours (min)		Plan		Outcome Timeline																
		EisnerAmper	Client	Client Lead	Finance	IT	Start	Duration	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16
									1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
CLIENT SUCCESS AND ADVISORY																								
101	Project Kick-off	✓	✓	1	1		1	1																
102	Cadence Calls and Communication	✓	✓	16			1	12																
103	Transition to Ongoing Optimization	✓	✓	2			12	1																
FOUNDATION FOR PLANNING AND ANALYTICS																								
201	Foundation Client Readiness		✓	2			1	1																
202	Foundation Design Workshop I	✓	✓	2			2	1																
203	Foundation Design Workshop II	✓	✓	2			2	2																
204	Foundation Design Workshop III	✓	✓	2			2	2																
205	Foundation Data Management Design Workshop	✓	✓	2			2	2																
206	Foundation/Income Statement/Balance Sheet (Actual) Configuration	✓					3	3																
207	Starter Web Reporting	✓					3	3																
208	Foundation Data Management Configuration	✓					3	3																
209	Foundation/Income Statement/Balance Sheet (Actuals) Walk-Through	✓	✓	2			5	2																
210	Foundation Data Management Walk-Through	✓	✓	1			5	2																
211	Foundation/Income Statement/Balance Sheet (Actuals).Data Management Acceptance	✓	✓	8	8		6	1																
212	Web Reporting/Office Connect Workshop	✓	✓	4	4		7	1																
213	Client-Centric Reporting/Analytics	✓		4	24		7	2																
MODELING																								
301	Workforce Planning Best Practice Starter Configuration	✓					3	3																
302	Operating Expense Planning Best Practice Starter Configuration	✓					3	3																
303	Workforce Planning Enhancement Workshop	✓	✓	2			8	1																
304	Operating Expense Planning Enhancement Workshop	✓	✓	1			8	1																
305	Workforce Planning Enhancement Configuration	✓					9	2																
306	Operating Expense Planning Enhancement Configuration	✓					9	2																
307	Workforce Planning Enhancement Walk-Through	✓	✓	1			11	1																
308	Operating Expense Planning Enhancement Walk-Through	✓	✓	1			11	1																
309	Workforce Planning Acceptance	✓		8	8		12	1																
310	Operating Expense Acceptance	✓		8	8		12	1																

FIRM PROFILE

ONE OF THE LARGEST FIRMS IN THE NATION



4,000
employees



>350
partners



Client Rating **4.8**

clearlyrated
Proud to be highly
regarded by our clients.

**Firm
DNA**

Talent &
Resources

Collaborative
Service Model

Global
Reach

Responsive
Service

Best US &
Global
Accounting
Firm



hedge week
AWARD WINNER

200
public companies

TOP 18

Largest Accounting &
Business Advisory
Firms in the U.S.

NATIONAL FIRM
BUILT ON
NATIONAL PRACTICES



STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-24-2685

**APPROVING PURCHASE FROM WORKDAY ADAPTIVE PLANNING OF
PLEASANTON, CALIFORNIA FOR ACCESS TO AND USE OF DATA
ANALYTICS AND BUDGETING/FORECASTING SOFTWARE AND BUDGET
TRANSFER**

WHEREAS, , pursuant to Resolution 24-024, the Kane County Board approved a subscription services agreement (hereinafter the "Agreement") with Workday, Inc. (Workday) in the amount of \$101,000, which is attached hereto as Exhibit A, to provide a software solution supporting the Kane County Division of Transportation's ability to efficiently provide for project and fund-based financial analysis and reporting, cash flow analysis, and multi-year budgeting and forecasting over a three year period ending on December 13, 2026; and

WHEREAS, the Kane County Finance Department ("Finance Department") seeks to implement the Workday software solution to be used to assist in forecasting for all County funds; and

WHEREAS, in order to add the additional services for the Finance Department, the County desires to make an additional procurement from Workday in the amount of \$9,613.00; and

WHEREAS, the Finance Department currently has \$5,613 in its budget for this procurement; and

WHEREAS, in order to fully fund these professional implementation services, a budget transfer of \$4,000 is required from the Personnel Services category to the Capital category in the Finance Department's FY 2024 budget.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the budget transfer of \$4,000 from the Personnel Services category to the Capital category in the Finance Department's FY 2024 budget is hereby authorized.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute documents associated with this purchase from Workday, attached as Exhibit B hereto, in the amount of \$9,613.00, to be paid for from the General Fund #001, Line Item #70030 (Computer Software License) to pay for said software solution.

Line Item: 001.040.040.70030

Line Item Description: Computer Software License

Was Personnel/Item/Service approved in original budget or a subsequent budget revision?

Yes

Are funds currently available for this Personnel/Item/Service in the specific line item? No,
requires budget transfer

If funds are not currently available in the specified line item, where are the funds available?

Budget transfer from Personnel Services to Capital

Passed by the Kane County Board on August 13, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Ordinance: No.

Approving Purchase from Workday Adaptive Planning of Pleasonton, California for Access to and Use of Data Analytics and Budgeting/Forecasting Software and Budget Transfer

Committee Flow: Finance and Budget Committee, Executive Committee, County Board

Contact: Kathleen T Hopkins, 630.208.5132

Budget Information:

Was this item budgeted? Yes	Contract Approval Amount \$ 9,613
If not budgeted, explain funding source:	Budget Transfer Request: \$4,000
	Emergency Appropriation Amount: N/A

Summary:

The Finance Department contracted* with EisnerAmper in FY 2024 in the amount of \$2,500 to conduct an assessment to determine how the County can expand usage of the Workday Adaptive Planning budgeting and forecasting software tool currently used by the Kane County Division of Transportation to all other County funds. EisnerAmper is a sole source selection professional service provider as Workday Adaptive Planning listed Eisner Amper as their preferred, accredited, and sole partner within the greater Chicagoland area to provide these implementation services (see Exhibit D). States Attorney reviewed original \$2,500 contract.

As a result of this assessment, EisnerAmper submitted a proposal in the amount of \$57,780 to assist with implementation in a Phase I and Phase II approach. This amendment to the EisnerAmper contract will be in a separate resolution.

In order to provide these professional software implementation services, Kane County will also need to amend its existing software subscription contract with Workday Adaptive Planning in the amount of \$9,613.00 as a separate "instance" of the software will be needed in order to provide the new implementation services. The \$9,613 will be for a three year subscription, with \$4,000 required upon signing the amended agreement. Funding for this contract is included within the Finance Department FY 2024 budget but requires a transfer from the Personnel Services to the Capital category of expenditures.

In order to fund these implementation services, the Finance Department is requesting a budget transfer from the Personnel Services to the Capital category of its FY 2024 Budget as detailed in the chart below in order to fund the software subscription. The lower forecasted amount for the Personnel Services budget category as compared to the original budget is due to the delay in hiring a Grant Administrator (started April 2024) and the loss of the Payroll Clerk (April 2024) with expected hiring not for several months.

Category	FY 2024 Original Budget	FY 2024 Forecast (includes implementation costs)	Difference	FY 2024 Requested Transfer
Personnel Services	\$1,146,396	\$1,091,487	\$54,908	(\$4,000)
Contractual Services	\$217,439	\$242,072	(\$24,633)	
Commodities	\$5,544	\$4,651	(\$892)	
Capital	\$0	\$4,000	(\$4,000)	\$4,000

Staff recommends approval

COUNTY OF KANE

Kane County
Finance Department
Kathleen Hopkinson
Executive Director



Kane County Government Center
Building A
719 Batavia Avenue
Geneva, Illinois 60134
(630) 208-5132
hopkinsonkathleen@kanecountyil.gov

Emergency Appropriation and/or Budget Transfer Request Form

Department Name	Finance Department
Date	June 14, 2024
Fund	General Fund
Category (<i>Personnel Services, Contractual Services, Commodities, or Capital</i>)	Transfer from Personnel Services to Contractual Services
Increase or Decrease	No increase or decrease - Just a transfer between categories
Amount	\$4,000

Requested Emergency Appropriation and/or Budget Transfer Description and Rationale (please also attach draft resolution)

The Finance Department contracted* with EisnerAmper in FY 2024 in the amount of \$2,500 to conduct an assessment to determine how the County can expand usage of the Workday Adaptive Planning budgeting and forecasting software tool currently used by the Kane County Division of Transportation to all other County funds. EisnerAmper is a sole source selection professional service provider as Workday Adaptive Planning listed Eisner Amper as their preferred, accredited, and sole partner within the greater Chicagoland area to provide these implementation services (see Exhibit D). States Attorney reviewed original \$2,500 contract.

As a result of this assessment, EisnerAmper submitted a proposal in the amount of \$57,780 to assist with implementation in a Phase I and Phase II approach. This amendment to the EisnerAmper contract will be in a separate resolution.

In order to provide these professional software implementation services, Kane County will also need to amend its existing software subscription contract with Workday Adaptive Planning in the amount of \$9,613.00 as a separate "instance" of the software will be needed in order to provide the new implementation services. The \$9,613 will be for a three year subscription, with \$4,000 required upon signing the amended agreement. Funding for this contract is included within the Finance Department FY 2024 budget but requires a transfer from the Personnel Services to the Capital category of expenditures.

In order to fund these implementation services, the Finance Department budget is requesting a budget transfer from the Personnel Services to the Contractual Services category of its FY 2024 Budget as detailed in the chart below in order to fund the software subscription. The lower forecasted amount for the Personnel Services budget category as compared to the original budget is due to the delay in hiring a Grant Administrator (started April 2024) and the loss of the Payroll Clerk (April 2024) with expected hiring not for several months.

Category	FY 2024 Original Budget	FY 2024 Forecast (includes implementation costs)	Difference	FY 2024 Requested Transfer
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Commodities	\$5,544	\$4,651	(\$892)	
Capital	\$0	\$4,000	(\$4,000)	\$4,000

Submitted by

Signature of Elected Official or Department Executive Director

Kathleen Hopkinson Date 7-18-2024

Category	Account	Approved Budget	Debit	Credit
Personnel Services	001.040.040.40000			\$4,000
Contractual Services				
Commodities				
Capital	001.040.040.70030		\$4,000	

Reviewed by

Emergency Appropriation has been reviewed by Finance Department

Executive Director Kathleen Hopkinson Date 7-18-2024

**APPROVING PURCHASE FROM WORKDAY ADAPTIVE PLANNING OF
PLEASANTON, CALIFORNIA FOR ACCESS TO AND USE OF DATA ANALYTICS
AND BUDGETING/FORECASTING SOFTWARE AND BUDGET TRANSFER**

EXHIBIT A



ORDER FORM 00423923.0

Customer Name	Kane County Division of Transportation
Customer Address	41W011 Burlington Road, Saint Charles, Illinois, 60175, United States
Workday Entity	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
MSA Effective Date	December 23, 2020
Order Effective Date	December 14, 2023
Order Term	December 14, 2023 through December 13, 2026
Currency	USD
Total Subscription Fee	101,000

Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	32,000
2	Due on First anniversary of the Order Term start date	34,000
3	Due on Second anniversary of the Order Term start date	35,000
	Total Payment Amount	101,000

For the avoidance of doubt, the Payment Schedule Table will be used for invoicing purposes.

Subscription Fees Table

Subscription Period	Date Range	Subscription Fee
1	December 14, 2023 through December 13, 2024	28,788
2	December 14, 2024 through December 13, 2025	33,418
3	December 14, 2025 through December 13, 2026	38,794
	Total Subscription Fee	101,000

Subscription Rights Table

SKU	Service	Pricing Metric	Annual Subscription Rights
APLNR	Adaptive Planning Bundle	Flat Fee	Up to 3 Users for Financial Planning

Named Support Contacts Table

Number of Named Support Contacts*	3
-----------------------------------	---

*Named Support Contacts are the contacts that may request and receive support services from Workday and must be trained on the Workday product(s) for which they initiate support requests.

Customer Contact Information

	Billing, In Care of	Customer Support	Subscriptions Contact
Contact Name	Justin VanVooren	Ashley Young	Justin VanVooren
Phone/Fax #	630-845-7872	630-406-7302	630-845-7872
Email	vanvoorenjustin@co.kane.il.us	youngashley@co.kane.il.us	vanvoorenjustin@co.kane.il.us



For customers based in the U.S., certain portions of the Service included in this Order Form can be used with optional downloadable software components ("**Downloadable Components**"). Any applicable tax for Downloadable Components will be separately presented on the invoice based on a valuation attributed to the Downloadable Components. As of the Order Effective Date, there is no value attributed to any of the Downloadable Components.

This Order Form is subject to and governed by the above referenced MSA v20.8 attached hereto between Customer and the applicable Adaptive Insights entity thereunder ("**Adaptive**"), which the parties agree is assigned by Adaptive to Workday and now and hereinafter exists as between Customer and Workday, and the Planning Addendum located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html>, also attached hereto for reference. This assignment of the MSA from Adaptive to Workday herein shall survive termination of this Order Form. In the event of a conflict, the provisions of this Order Form take precedence over the MSA and its exhibits and attachments. The parties further agree to the terms in any attached or referenced Addendums and Exhibits. Any Service SKU described in this Order Form is a Covered Service under the Workday Universal Data Processing Exhibit and Workday Universal Security Exhibit. All remittance advice and invoice inquiries shall be directed to Accounts.Receivable@workday.com. All notices to Workday pursuant to the Agreement shall hereinafter be sent to the Workday address identified above, attention Legal Department, and with a copy sent by email to Legal@workday.com.



IN WITNESS WHEREOF, this Order Form is entered into as of the Order Effective Date.

Kane County Division of Transportation

Workday, Inc.

Signature

[Handwritten Signature]

Name

Corinne M. Pico

Title

Chairman, Kane County Board

Date Signed

Jan. 16, 2024

Signature

Julie Gonzalez

Julie Gonzalez (Jan 22, 2024 21:33 PST)

Name

Senior Vice President, Financial Planning & Analysis

Title

Jan 22, 2024

Date Signed



ADDITIONAL ORDER FORM TERMS ADDENDUM

1. User Definition.

A "User" is an individual authorized by Customer associated with a single, unique email address for purposes of accessing the Service.

2. Growth and Expansion.

During the Order Term, Customer may purchase additional Users at the rates set forth in the Expansion Table below. Notwithstanding the foregoing, Customer will report to subscriptions@workday.com no earlier than 90 days and no later than 60 days ("Annual Reporting Period") based on the number of Users as of 90 days ("Count Date") prior to each anniversary of the Order Term start date. Customer agrees to pay fees for any excess Subscription Rights at the Expansion Rates described below to cover the period from the anniversary of the Order Term start date immediately following the Annual Reporting Period through the subsequent anniversary date (each a "Reporting Cycle"). Customer understands that an order form will be required to document any annual fees due pursuant to this section in its entirety. Such order form must be executed no later than 30 days prior to each anniversary of the Order Term start date until the Renewal (as defined below), at which time the Annual Reporting Obligation will be incorporated into the Renewal Term.

User Metric. Reporting for the following SKU(s) is based on the highest daily number of Users for the 12-month period preceding the Count Date. For avoidance of doubt, Customer understands the reporting for Year 1 is based on the 9-months preceding the Annual Reporting Period.

User Metric Expansion Table

SKU	Service	Annual Expansion Rate for each Added User
APLNUR	Adaptive Planning Bundle User (Additional)	2,750

3. Renewal.

Customer may renew its subscription for the Service by notifying Workday prior to the end of the Order Term and Workday will generate a new Order Form for a single three-year renewal term ("Renewal Term") at the below pricing. Such order form must be executed no later than 30 days prior to the end of this Order Term.

Renewal Table

Renewal Term Years	Annual Renewal Subscription Fees
1st year of Renewal Term	Base Subscription Fee x (1+ (5% Innovation Index + Renewal Term CPI))
2nd year of Renewal Term	Previous Year Subscription Fee x (1+ (5% Innovation Index + Renewal Term CPI))
3rd year of Renewal Term	Previous Year Subscription Fee x (1+ (5% Innovation Index + Renewal Term CPI))

The "Base Subscription Fee" is 38,794. The Expansion Rates for the Renewal Term shall be increased by the same percentage as the Annual Renewal Subscription Fees per year in the Renewal Table. Fees for the Renewal Term are due by the first day of each corresponding year of the Renewal Term. Individual payments shall match the Annual Renewal Subscription Fee as defined in the Renewal Table above. If Customer wishes to procure any additional SKUs or Subscription Rights for a Renewal Term that are not included in the Base Subscription Fee, fees for those items will be in addition to the fees anticipated under this section.

4. Additional Definitions (as applicable).

"CPI" means the consumer price index established by the United States Department of Labor for All Urban Consumers, US City Average, All Items (change in annual average).

"Renewal Term CPI" means CPI established for the calendar year prior to the most recent February 1 preceding the Renewal Term, if a positive number.



"Innovation Index" means the fixed annual rate of increase in Subscription Fees based on improved Service functionality and performance that is a result of Workday's efforts and investment in product development and infrastructure.

5. Modifications to the MSA


A. The second sentence of Section 1.1 (Invoices & Payment) is hereby deleted in its entirety and replaced with:

"All fees will be due and payable within 60 days of the Invoice date, except fees subject to a reasonable and good faith dispute."

B. The first sentence of Section 10.7 (Governing Law; Waiver of Jury Trial) is hereby deleted in its entirety and replaced with:

"This Agreement, and all claims relating to or arising from this Agreement, are governed exclusively by laws of the State of Illinois, without regard to its conflicts of law rules."

Approval as to Legal Form by:


Damon Assem (Jan 22, 2024 17:53 CST)

**WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM**

Customer may only use the Service SKUs subscribed to as indicated in the body of this Order Form.

Service	Description
Adaptive Planning Bundle	Adaptive Planning enables customers to create models and reports to support their planning, budgeting, forecasting and reporting processes. Customers can i) define hierarchies, dimensions, and measures; ii) enter, calculate, and report on plan, forecast, and actual data; iii) ingest, map, and use data in calculations, reporting, and analysis using the included integration framework; and iv) define task and approval processes to support planning and budgeting. Adaptive Planning includes data integration APIs, connectors to facilitate integration to select ERP systems, and user authentication (single sign on). Adaptive Planning includes user access to multiple reporting and data entry capabilities such as web reports, sheets, and dashboards. Adaptive Planning Standard Support is also included.



WORKDAY PLANNING ADDENDUM

This Workday Planning Addendum ("**Planning Terms**") supplements and amends the MSA only for the Workday Adaptive Planning SKU(s) listed on this Order Form ("**PLNSKU**") and does not amend the terms of the MSA for other SKUs purchased by Customer under an Order Form. Unless otherwise defined, capitalized terms used in these Planning Terms have the same meaning as set forth in the MSA.

1. **Documentation.** The Documentation for PLNSKU (<https://adaptiveplanning.doc.workday.com>) applies in lieu of any other Workday Documentation.
2. **Support.** Support for PLNSKU is provided as set forth in the SLA for Planning (currently located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html>). Unless otherwise stated in the Workday Service SKU Descriptions Addendum included in this Order Form, 24x7 Support (formerly "Premier Support") will apply. The Workday SLA does not apply to PLNSKU.
3. **Planning Instances and Administrators.**
 - (a) PLNSKU uses Planning Instances for Customer Data rather than Customer's Tenant. A "**Planning Instance**" is a unique instance of the Service with a separate set of Customer Data held in a logically separated database (i.e. a database segregated through password-controlled access) that Customer may link to other Planning Instances. Following Customer retrieval of data, Workday shall, unless legally prohibited, delete all Customer Data by deleting Customer's Planning Instance consistent with the Tenant deletion terms in the MSA.
 - (b) PLNSKU uses Administrators. "**Administrators**" mean those Authorized Party users who are designated by Customer to have administrative rights to Customer's account for the Service, whereby such users will be responsible for administering and controlling access to and use of the Service by other Authorized Parties.
4. **Universal Security Exhibit & Universal Data Processing Exhibit.** Except as set forth herein, the Universal Security Exhibit and Universal Data Processing Exhibit (currently located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html>) shall govern PLNSKU. PLNSKU is a Covered Service under the Universal Security Exhibit and Universal Data Processing Exhibit.
5. **Subprocessor List.** "**Subprocessor List**" means the list (currently located at <https://www.workday.com/en-us/legal/subprocessors.html>) identifying the Subprocessors that are authorized to Process Personal Data for PLNSKU.
6. **Audit Report.** The audit report applicable to PLNSKU is the current Service Organization Controls 2 Type II audit report for Workday Adaptive Planning or successor third-party audit report ("**Planning SOC2**"). For PLNSKU, Workday maintains a security program that conforms to the Security Exhibit and is further described in the Planning SOC2. All background checks will be conducted pursuant to the Planning SOC2. PLNSKU has separate ISO 27001, ISO 27018, and ISO 27701 certifications that apply in lieu of Workday ISO certifications.
7. **Protected Information.**
 - (a) Customer acknowledges that PLNSKU is designed with security and access management for processing non-Protected Information, and Customer agrees that neither Customer (nor its Affiliates or Authorized Parties) shall include Protected Information in its Customer Data.
 - (b) "**Protected Information**" means, to the extent any of the following relates to an identified or identifiable natural person, (i) Protected Health Information as defined in the U.S. Health Insurance Portability and Accountability Act or other health information regulated under Data Protection Laws applicable to Customer; (ii) Cardholder Data, as described in the Payment Card Industry data security standards; or (iii) special categories of personal data regulated under Article 9 of the General Data Protection Regulation.

v23.5

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement ("MSA") is between the Adaptive Insights entity identified on the Signature Document, which is an Affiliate of Workday, Inc. ("Workday") a Delaware corporation with offices at 6110 Stoneridge Mall Road, Pleasanton, CA 94588, and the legal entity signing the Signature Document referencing the Agreement ("Customer"). Workday and the Customer are sometimes hereinafter referred to individually as a "party" and collectively at the "parties". The parties agree as follows:

1. Provision of Service. Workday shall make the Service available to Customer for use by Customer, its Affiliates and Authorized Parties for whom Customer enables access solely for the internal business purposes of Customer and its Affiliates, subject to this Agreement, including the scope of use defined in the applicable Order Form, the SLA, the Data Processing Exhibit, and the Security Exhibit. The Service is provided in U.S. English. Customer's Tenant will be housed in data centers located in the U.S.

1.1 Invoices & Payment. All fees will be electronically invoiced to, and remitted from, the United States by Customer. All fees will be due and payable within 30 days of the invoice date, except fees subject to a reasonable and good faith dispute. Workday shall email invoices to Customer within two business days of the date of the invoice. Customer shall provide Workday with complete and accurate billing contact information including a valid email address. Upon Workday's request, Customer shall make payments via electronic bank transfer. Except for a termination or refund in accordance with Section 6 (Warranties), Section 7 (Indemnification) or Section 9.1 (Termination), all Order Forms are non-cancelable and all payments are non-refundable.

1.2 Suspension for Non-Payment. Except for fees subject to a reasonable and good faith dispute, if a payment is more than 90 days past due and Workday has provided at least 30 days' written notice to Customer, Workday may suspend the Service, without liability to Customer, until such amounts are paid in full.

1.3 Taxes. Fees invoiced pursuant to this Agreement do not include, and may not be reduced to account for, any taxes, which may include local, state, provincial, federal or foreign taxes, withholding taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes, excise, use, goods and services taxes, consumption taxes or similar taxes (collectively "Taxes"). Customer shall pay all Taxes imposed on the Service or any other services provided under this Agreement. If Workday has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount will be computed based on Customer's address listed in the Signature Document for this Agreement, which will be used as the ship-to address on the Order Form, and invoiced to and paid by Customer, unless Customer provides Workday with a valid tax exemption certificate authorized by the appropriate taxing authority.

2. Customer Obligations. Customer shall have sole responsibility for the accuracy, quality, and legality of all Customer Data; shall take commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and shall notify Workday promptly of any unauthorized access or use. Customer shall not: (1) use the Service in violation of Laws or the Documentation; (2) in connection with the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (3) knowingly send or store Malicious Code in connection with the Service; (4) knowingly interfere with or disrupt performance of the Service or the data contained therein; or (5) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation. Customer is responsible for its Affiliates and Authorized Parties compliance with the Agreement and any breach by its Affiliates or Authorized Parties will be deemed a breach by Customer.

3. Proprietary Rights. As between Workday and Customer, Customer owns all right, title and interest to its Customer Data. As between Customer, Workday, and Workday's licensors, Workday or its licensors own all right, title and interest to the Service, Documentation, and other Workday Intellectual Property Rights. Except for the limited rights expressly granted to Customer hereunder, Workday reserves all rights, title and interest in and to the Service and Documentation, including all related Intellectual Property Rights. Customer hereby grants Workday a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into its services any Customer Input. Workday will have no obligation to make Customer Input an Improvement. Customer will have no obligation to provide Customer Input.

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3.1 Restrictions. Customer shall not (1) modify, copy, or create derivative works based on, the Service or Documentation; (2) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Service or Documentation available to any third party other than to Authorized Parties as permitted herein; (3) reverse engineer or decompile any portion of the Service or Documentation, including but not limited to, any software utilized by Workday in the provision of the Service and Documentation, except to the extent required by Law; (4) access the Service or Documentation in order to build any commercially available product or service; or (5) copy any features, functions, integrations, interfaces or graphics of the Service or Documentation. Notwithstanding item (5), the Customer may make a reasonable number of copies of the Documentation for internal business purposes only.

4. Confidentiality. Each party (the "Recipient") shall use the same degree of care that it uses to protect its own confidential information of like kind (but in no event using less than a reasonable standard of care) not to disclose or use any Confidential Information of the other party (the "Discloser") except as reasonably necessary to perform the Recipient's obligations or to exercise the Recipient's rights under this Agreement or with the Discloser's prior written permission. Either party may disclose Confidential Information on a need to know basis to its Affiliates, contractors and service providers, who are bound by confidentiality obligations at least as restrictive as those in this section. To the extent required by Law, the Recipient's disclosure of the Discloser's Confidential Information will not be considered a breach of this Agreement if the Recipient promptly provides the Discloser with prior notice of such disclosure (to the extent legally permitted) and reasonable assistance, at the Discloser's cost, if the Discloser wishes to contest the disclosure. The Discloser may seek injunctive relief to enjoin any breach or threatened breach of this section, it being acknowledged by the parties that other remedies may be inadequate.

5. Protection and Security of Customer Data. Workday maintains a security program that conforms to the Workday Security Exhibit. Workday shall not materially decrease the protections provided by the controls set forth in Workday's Security Exhibit and Audit Reports. Upon Customer's request, Workday shall provide a copy of the Audit Reports. Customer Data shall only be used to provide the Service, to prevent or address service or technical problems, verify Improvements, in accordance with the Agreement and the Documentation, or Customer's instructions. Personal Data will only be processed in accordance with the Data Processing Exhibit.

5.1 Unauthorized Disclosure. If either party becomes aware of a Security Breach, that party must promptly notify the other party, unless legally prohibited from doing so, within forty-eight hours or any shorter period required by Law except that Customer is not required to notify Workday unless Customer reasonably determines there is a threat to the Service. Additionally, each party shall reasonably assist the other party in mitigating any potential damage. As soon as reasonably practicable after any Security Breach, Workday shall conduct a root cause analysis and, upon request, shall share the results of its analysis and its remediation plan with Customer. Unless prohibited by Law, each party shall provide the other party with reasonable notice of and the opportunity to review and comment on the content of all public notices, filings, or press releases about a Security Breach that identify the other party by name prior to any such publication.

6. Warranties. Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all Laws. Workday warrants that during the Term of the Agreement: (1) the Service will perform materially in accordance with the Documentation; (2) the functionality of the Service will not be materially decreased; and (3) to the best of Workday's knowledge, the Service does not contain, and Workday will not knowingly introduce, any Malicious Code. In the event of a breach of the warranty set forth in (1), (2) or (3), Workday shall correct the non-conforming Service at no additional charge to Customer, and in the event Workday is unable to correct such deficiencies after good-faith efforts, Workday shall refund Customer amounts paid attributable to the defective Service from the date Workday received such notice. Customer shall use commercially reasonable efforts to notify Workday in writing no later than 30 days after identifying a deficiency, but Customer's failure to notify Workday within that period will not affect Customer's right to receive warranty remedies unless Workday is impaired in its ability to correct the deficiency due to Customer's failure to notify. Notice of breaches of the warranty under item (1) must be made through Workday's then-current error reporting system; notices of breaches of any other warranty must be made in writing to Workday in accordance with the notice

MASTER SUBSCRIPTION AGREEMENT

provisions of this MSA. The remedies set forth in this section will be Customer's exclusive remedy and Workday's sole liability for breach of these warranties unless the breach of warranty constitutes a material breach of the Agreement and Customer elects to terminate the Agreement in accordance with Section 9.1.

6.1 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WORKDAY DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO THE CUSTOMER.

7. Indemnification.

7.1 Workday Indemnity. Workday shall defend Customer, at Workday's expense, against any Claim brought against Customer alleging that the Service or the use of the Service as contemplated hereunder infringes that third party's Intellectual Property Rights and shall indemnify and hold Customer harmless against any Losses arising from such a Claim. Workday will have no liability for Claims or Losses to the extent they arise from: (1) modification of the Service by anyone other than Workday; (2) use of the Service by the Customer or Authorized Parties in a manner inconsistent with the Documentation or in violation of this Agreement; or (3) use of the Service by the Customer or Authorized Parties in combination with any other product or service not provided by Workday. If Customer is enjoined from using the Service or if Workday reasonably believes it will be enjoined, Workday may, at its sole option, obtain for Customer the right to continue use of the Service or replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Workday, then either party may terminate the Agreement and Workday's sole liability, in addition to the indemnification obligations in this section, will be to refund any prepaid Subscription Fees for the Service that was to be provided after the effective date of termination.

7.2 Customer Indemnity. Customer shall defend Workday, at Customer's expense, from any Claim against Workday alleging that the of (1) Customer Data, or (2) data submitted by Customer, its Affiliates or its Authorized Parties pursuant to its use of the Service as contemplated under this Agreement, infringes or misappropriates such third party's Intellectual Property Rights and Customer shall indemnify and hold Workday harmless against any Losses relating to such Claim.

7.3 Conditions. The indemnitor's obligations in Sections 7.1 and 7.2 are conditioned on the indemnitee: (1) promptly giving written notice of the Claim to the indemnitor (although a delay of notice will not relieve the indemnitor of its obligations under this section except to the extent that the indemnitor is prejudiced by such delay); (2) giving the indemnitor sole control of the defense and settlement of the Claim (although indemnitor may not settle any Claim unless it unconditionally releases indemnitee of all liability); and (3) providing to the indemnitor, at the indemnitor's cost, all reasonable assistance. Sections 7.1 through 7.3 state each indemnitee's exclusive remedies and the indemnitor's sole obligations for all third-party Claims related to the subject matter of these sections.

8. Limitation of Liability.

8.1. LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO (1) DAMAGES CAUSED BY GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, (2) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, (3) CUSTOMER'S PAYMENT OBLIGATIONS AND (4) WORKDAY'S REMEDIATION OBLIGATIONS IN SECTION 8.3, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING TWELVE-MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE ("GENERAL CAP"), EXCEPT THAT FOR BREACH OF EITHER PARTY'S CONFIDENTIALITY, SECURITY, OR PRIVACY OBLIGATIONS, SUCH PARTY'S TOTAL AGGREGATE LIABILITY WILL BE INCREASED TO 24 MONTHS' FEES ("ENHANCED CAP").

8.2 EXCLUSION OF DAMAGES. EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT AND THE DIRECT DAMAGES IDENTIFIED IN SECTION 8.4, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE LIABILITY FOR LOST PROFITS OR REVENUES, LOSS OF USE OR DATA, BUSINESS INTERRUPTION, OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR COVER DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSIONS IN THIS SECTION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. CUSTOMER'S PAYMENT OBLIGATIONS WILL NOT BE CONSIDERED WORKDAY'S LOST PROFITS.

8.3 Workday Remediation Obligations. If unauthorized disclosure of or access to Personal Data is caused by Workday's breach of its security or privacy obligations under this Agreement, Workday shall pay the reasonable and documented costs incurred by Customer in connection with the following items: (1) costs of any required forensic investigation to determine the cause of the breach, (2) providing notification of the security breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by applicable Law) and to individuals whose Personal Data have been disclosed and/or accessed ("Affected Individuals"), (3) providing a credit monitoring service to Affected Individuals for a period of one year after the date on which such individuals were notified of the unauthorized disclosure or access, and (4) operating a call center to respond to questions from Affected Individuals for a period of one year after the date on which such individuals were notified of the unauthorized disclosure or access. Notwithstanding the foregoing, or anything in the Agreement to the contrary, Workday will have no responsibility to pay costs of remediation to the extent they are due to gross negligence, willful misconduct or fraud by Customer or its employees, agents or contractors or Authorized Parties.

8.4. Direct Damages. If Workday materially breaches this Agreement, Workday shall reimburse Customer, subject to 8.1, for reasonable costs and expenses actually paid to third parties for: (1) amounts paid to affected third parties as damages or settlements arising from such breach; (2) fines and penalties imposed by governmental authority arising from such breach; and (3) legal fees, including reasonable attorneys' fees, to defend against third party claims arising from such breach.

9. Term. The term of the Agreement commences on and continues from the Effective Date (as defined in the Signature Document) until all Order Forms have expired or otherwise been terminated, unless extended pursuant to the written agreement of the parties ("Term"). Subscriptions to the Service commence on the date and are for the period set forth in the applicable Order Form.

9.1 Termination. Either party may terminate the Agreement: (1) upon 30 days' prior written notice to the other party for a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (2) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. For clarity, a breach or termination of any Professional Services Agreement or Statement of Work will not be considered a material breach or termination of this Agreement. If the Agreement is terminated, all Order Forms are simultaneously terminated and Customer shall, as of the date of any termination, immediately cease accessing and otherwise utilizing the Service (except as permitted under Sections 9.2 and 9.3) and Workday Confidential Information. Upon termination by Customer pursuant to this section, Workday shall refund Customer any prepaid Subscription Fees for the affected Service that was to be provided after the effective date of termination. Termination for any reason will not relieve Customer of the obligation to pay any Subscription Fees accrued or due and payable to Workday prior to the effective date of termination and termination for any reason other than for uncured material breach by Workday or as otherwise stated in this Agreement will not relieve Customer of the obligation to pay all future amounts due under all Order Forms.

9.2 Retrieval of Customer Data. Upon Customer's written request made on or prior to expiration or termination of the Agreement, Workday shall give Customer limited access to the Service for a period of up to 60 days, at no additional cost, solely for purposes of retrieving Customer Data ("Retrieval Period"). After such Retrieval Period and subject to Workday's legal

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obligations, Workday has no obligation to maintain or provide any Customer Data and shall, unless legally prohibited, delete Customer Data by deleting Customer's Tenant; provided, however, that Workday will not be required to remove copies of the Customer Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday shall continue to protect the Customer Data in accordance with the Agreement. Customer Data will be made available in a format mutually agreed upon between the parties (for example, CSV, delimited text or Microsoft Excel). For clarity, during the Term, Customer may extract Customer Data using Workday's standard web services as described in the Documentation.

9.3 Transition Period Before Final Termination. If this Agreement is terminated and Customer submits a written request to Workday for a one-time transition period within 30 days of such termination, Workday shall continue to provide the Service for up to three months (the "Transition Period"). Monthly fees for the Transition Period will be 1/12 of the immediately preceding twelve-month period plus an additional five percent. If Customer requests transition assistance during the Transition Period, Workday shall provide consulting cooperation and assistance regarding the Service as set forth in a statement of work, governed by a professional services agreement, at Workday's then-current rates for consulting services unless a different rate is mutually agreed upon by the parties. Notwithstanding the foregoing, if Workday is enjoined from performing, or termination of the Agreement was due to Customer's breach, Workday has no obligation to perform under this section unless it receives (1) payment of all fees not subject to reasonable and good faith dispute, (2) prepayment of fees for further services, and (3) certification of ongoing compliance with the terms of this Agreement during the Transition Period.

9.4 Surviving Provisions. Sections 1.1, 3, 4, 5 and 5.1 (for so long as Workday retains Customer Data), 6.1, 7, 8, 9.2 and 9.3, 9.4, 10 (except 10.2 and 10.10), and 11 will survive any termination or expiration of this Agreement.

10. General Provisions.

10.1 Relationship of the Parties. The parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to the Agreement.

10.2 Insurance. Workday shall maintain, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A.M. Best Rating of A-VII authorized to do business in the jurisdictions where the Workday services are to be performed. Upon Customer's written request, Workday shall provide a certificate of insurance evidencing the following coverages: (1) Workers' Compensation insurance prescribed by applicable local law and Employers Liability insurance with limits not less than \$1,000,000 per accident/per employee; (2) Commercial General Liability insurance including Contractual Liability Coverage, with coverage for products liability, completed operations, property damage and bodily injury, including death, with an aggregate limit of no less than \$2,000,000. This policy shall name Customer as an additional insured with respect to the provision of services provided under this Agreement; and (3) Technology Professional Liability Errors & Omissions policy (which includes Cyber Risk coverage and Computer Security and Privacy Liability coverage) with a limit of no less than \$10,000,000 per occurrence and in the aggregate.

10.3 Notices. Unless expressly stated otherwise, all notices under this Agreement must be in writing and will be deemed to have been given upon: (1) personal delivery; and (2) the third business day after first class mailing. Notices to Workday must be sent to the address shown in the Signature Document addressed to the attention of its General Counsel with a copy sent by email to legal@workday.com. Notices to Customer must be sent to the address shown in the Signature Document addressed to Customer's signatory of this Agreement. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

10.4 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right or any other right. Other than as expressly stated, the remedies provided in this Agreement are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.5 Force Majeure. Neither party will be liable for any failure or delay in performance under this Agreement for causes beyond that party's

reasonable control. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused.

10.6 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent must not be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms) upon written notice without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets so long as the assignee agrees to be bound in writing by all of the terms of this Agreement and all past due Subscription Fees are paid in full. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this section will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.7 Governing Law; Waiver of Jury Trial. This Agreement, and all claims relating to or arising from this Agreement, are governed exclusively by laws of the State of New York, without regard to its conflicts of laws rules. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

10.8 Export. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Service. Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (1) is located in a country that is subject to a U.S. government embargo; (2) is listed on any U.S. government list of prohibited or restricted parties; or (3) is engaged in activities directly or indirectly related to proliferation of weapons of mass destruction.

10.9 Federal Government End Use Provisions (if applicable). Workday provides the pre-existing, commercial Service, including related software and technology, for federal government end use solely in accordance with the terms and conditions of this Agreement, and Workday provides only the technical data and rights as provided herein. If a government agency has a "need for" rights not conveyed under these terms, it must negotiate with Workday to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to convey such rights beyond those set forth herein. For avoidance of doubt, Workday does not currently provide the Service for use in furtherance of a federal prime or subcontract.

10.10 Workday SLA Service Credits. If, in any rolling six-month period, Workday fails to meet the monthly Service Availability or Service Response commitments described in the SLA (a "Failure"), Customer may request the following remedies no later than six months after the applicable Failure occurs: (1) a meeting to discuss possible corrective actions for the first Failure; (2) a 10% Service Credit for a second Failure; (3) a 20% Service Credit for a third Failure; and (4) a 30% Service Credit for a fourth Failure. In this Agreement, "Service Credit" means a credit equal to the stated percentage of the applicable monthly Subscription Fee for the affected Service. Workday shall deduct the highest applicable Service Credit from the next invoice for Subscription Fees or, if there is no subsequent invoice, shall refund the Service Credit to the Customer. The remedies in this section are the Customer's exclusive remedies for any Failure.

10.11 Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of an Order Form will take precedence over provisions of this MSA and over any other exhibit or attachment. Customer acknowledges that it has had the opportunity to review all exhibits and attachments hereto. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter and is entered into without reliance on any promise or representation other than those expressly contained in this Agreement. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will

MASTER SUBSCRIPTION AGREEMENT

remain in effect. Notwithstanding anything to the contrary in this Agreement, no terms or conditions in a Customer purchase order or in any other Customer order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void. This Agreement may be executed in counterparts and/or by electronic signatures.

11. Definitions.

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Master Subscription Agreement, including the SLA, Security Exhibit, Data Processing Exhibit, and any other exhibits, addenda, or attachments hereto, and any fully executed Order Form.

"Audit Reports" means the most recently completed SOC1 and SOC2 audit reports or comparable industry-standard successor report prepared by Workday's independent third party auditor.

"Authorized Parties" means Customer's or an Affiliate's Workers and third party providers who are authorized by the Customer (1) in writing, (2) through the Service's security designation, or (3) by system integration or other data exchange process to access Customer's Tenants or receive Customer Data.

"Claim" means a claim, demand, or lawsuit or other legal proceeding brought by a third party against a party to this Agreement.

"Confidential Information" means (1) any software utilized by Workday in the provision of the Service and its respective source code; (2) Customer Data; (3) each party's business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary; and (4) the terms, conditions and pricing of this Agreement (but not its existence or parties). Confidential Information does not include any information that, without the Recipient's breach of an obligation owed to the Discloser: (1) is or becomes generally known to the public; (2) was known to Recipient prior to disclosure by Discloser; (3) was independently developed by Recipient; or (4) is received by Recipient from a third party. Customer Data will not be subject to the exclusions set forth in this definition.

"Customer Data" means electronic data or information submitted to the Service by Customer or Authorized Parties.

"Customer Input" means suggestions, enhancement requests, recommendations or other feedback provided by Customer, its Workers and/or Authorized Parties relating to the operation or functionality of the Service.

"Data Processing Exhibit" or "DPE" means the Universal Data Processing Exhibit located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html>.

"Documentation" means Workday's electronic Administrator Guide for the Service, which may be updated by Workday from time to time.

"Worker" means employees, consultants, contingent workers, independent contractors, and retirees of Customer and its Affiliates whose business records are or may be managed by the Service and for whom a subscription to the Service has been purchased in an Order Form.

"Improvements" means all improvements, updates, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Service and Documentation, as developed by Workday and made generally available for Production use without a separate charge to Customers.

"Intellectual Property Rights" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

"Law" means any local, state, national and/or foreign law, treaties, and/or regulations applicable to the respective party.

"Loss" means reasonable attorneys' fees and any damages or costs finally awarded or entered into in settlement of a Claim.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

"Order Form" means the ordering documents under which Customer subscribes to the Service or other services which are fully executed pursuant to this Agreement.

"Personal Data" has the definition set forth in the Data Processing Exhibit.

"Production" means the Customer's use of or Workday's written verification of the availability of the Service (1) to administer Workers; (2) to generate data for Customer's books/records; or (3) in any decision support capacity. Production does not include sandbox, preview, or implementation Tenants.

"Security Breach" means (1) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Customer Data; provided that an incidental disclosure of Customer Data to an Authorized Party or Workday, or incidental access to Customer Data by an Authorized Party or Workday, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a "Security Breach" for purposes of this definition, unless such incidental disclosure or incidental access triggers a notification obligation under any Law; (2) any Personal Data Breach as defined in the DPE; and (3) any security breach (or substantially similar term) as defined by Law affecting Customer Data.

"Security Exhibit" means the Universal Security Exhibit located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html>.

"Service" means Workday's software-as-a-service applications and Improvements as described in the Documentation and subscribed to under an Order Form.

"Signature Document" means the document signed by the parties which lists all the terms and conditions forming part of this Agreement to which the parties agree to be bound.

"SLA" means the *Workday Production Support and Service Level Availability Policy* located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html>, and which may be updated by Workday from time to time. No update will materially decrease Workday's responsibilities under the SLA.

"Subscription Fees" means all amounts invoiced and payable by Customer for the Service.

"Tenant" means a unique instance of the Service, with a separate set of Customer Data held by Workday in a logically separated database (i.e. a database segregated through password-controlled access).

**UNIVERSAL DATA PROCESSING EXHIBIT**

This Universal Data Processing Exhibit is an exhibit to the Agreement between Workday and Customer and sets forth the obligations of the parties regarding the Processing of Personal Data pursuant to such Agreement.

1. Definitions

Unless otherwise defined below, all capitalized terms have the meaning given within the applicable Agreement and/or exhibits thereto.

"Agreement" means the MSA, the Professional Services Agreement, and Order Forms, including any exhibits or attachments applicable to the Covered Service.

"CCPA" means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., its implementing regulations, and amendments, including the California Privacy Rights Act ("CPRA") and its implementing regulations.

"Controller" means the entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

"Covered Data" means (i) Customer Data, (ii) Professional Services Data, and (iii) any other electronic data or information submitted by or on behalf of Customer to a Covered Service.

"Covered Service" means (i) any Service provided under an Order Form that specifically refers to this DPE, and/or (ii) any Professional Services.

"DPE" means this Universal Data Processing Exhibit including any appendices, annexures or documents incorporated by reference.

"Data Protection Laws" means all data protection laws applicable to the Processing of Personal Data under this DPE, including local, state, national and/or foreign laws, treaties, and/or regulations, including without limitation the GDPR, and implementations of the GDPR into national law, and CCPA, in each case as may be amended or superseded from time to time.

"Data Subject" means the person to whom the Personal Data or Personal Information relates.

"Europe" or "European" means the European Economic Area ("EEA"), the United Kingdom ("UK"), and Switzerland.

"GDPR" means either or both the (i) General Data Protection Regulation (EU) 2016/679 ("EU GDPR"), and (ii) the EU GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 ("UK GDPR") as the context may require.

"Personal Data" means any Covered Data that relates to an identified or identifiable natural person.

"Personal Data Breach" means (i) a 'personal data breach' as defined in the GDPR affecting Personal Data, and (ii) any Security Breach affecting Personal Data.

"Processing" or "Process" means any operation or set of operations performed on Personal Data or sets of Personal Data, such as collecting, recording, organizing, structuring, storing, adapting or altering, retrieving, consulting, using, disclosing by transmission, disseminating or otherwise making available, aligning or combining, restricting, erasing or destroying.

"Processor" means the entity which Processes Personal Data on behalf of the Controller, including as applicable any "service provider" as that term is defined by the CCPA.

"Professional Services" means the professional or consulting services provided to Customer under a Professional Services Agreement.

"Professional Services Agreement" means any agreement between the parties for the provision of consulting or professional services, including but not limited to the following agreements or terms: the Professional Services Agreement, the Delivery Assurance terms, the Professional Services Addendum, and/or the Consulting and Training Addendum and Amendment.

**UNIVERSAL DATA PROCESSING EXHIBIT**

"Professional Services Data" means electronic data or information that is provided to Workday under a Professional Services Agreement for the purpose of being input into a Service, or Covered Data accessed within or extracted from the Customer's tenant or instance to perform the Professional Services.

"Restricted Country" means: (i) where the EU GDPR applies, a country outside of the EEA which is not subject to an adequacy determination by the European Commission; (ii) where the UK GDPR applies, a country outside the UK which is not based on adequacy regulations pursuant to Section 17A of the UK Data Protection Act 2018 as amended or replaced ("UK DPA"); and (iii) where the Swiss Federal Act on Data Protection of June 19, 1992 as amended or replaced ("Swiss FADP") applies, a country outside Switzerland which has not been recognized to provide an adequate level of protection by the Federal Data Protection and Information Commissioner.

"Restricted Transfer" means: (i) where the EU GDPR applies, a transfer of Personal Data from the EEA to a Restricted Country; (ii) where the UK GDPR applies, a transfer of Personal Data from the UK to a Restricted Country; and (iii) where the Swiss FADP applies, a transfer of Personal Data from Switzerland to a Restricted Country.

"SCCs" means (i) where the EU GDPR applies, the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("EU SCCs"); and (ii) where the UK GDPR applies, the "International Data Transfer Addendum to the EU Commission Standard Contractual Clauses" issued by the Information Commissioner under s.119A(1) of the UK DPA ("UK Addendum").

"Subprocessor" means a Workday Affiliate or third-party entity engaged by Workday or a Workday Affiliate as a Processor under this DPE.

"Subprocessor List" means the subprocessor list identifying the Subprocessors that are authorized to Process Personal Data, accessible through Workday's website (currently located at <https://www.workday.com/en-us/legal/subprocessors.html>).

"Workday BCRs" or "BCRs" means Workday's Processor Binding Corporate Rules. The Workday BCRs are accessible through Workday's website (currently located at <https://www.workday.com/en-us/why-workday/security-trust.html>).

2. Processing Personal Data

2.1 Scope and Role of the Parties. This DPE applies to the Processing of Personal Data by Workday to provide the Covered Service. For the purposes of this DPE, Customer is a Controller or a Processor and Workday is a Processor.

2.2 Instructions for Processing. Workday shall Process Personal Data in accordance with Customer's documented instructions. Customer instructs Workday to Process Personal Data to provide the Covered Service in accordance with the Agreement (including this DPE) and as further specified via Customer's use of the Covered Service. Workday will comply with additional written instructions issued by Customer if they are consistent with the terms and scope of the Agreement. To the extent Workday Processes Personal Information under the CCPA, the terms of the California Privacy Addendum to this DPE will apply to the Processing of such Personal Information.

2.3 Compliance with Laws. Workday shall comply with all Data Protection Laws applicable to Workday in its role as a Processor Processing Personal Data. Customer shall comply with all Data Protection Laws applicable to Customer as a Controller and shall obtain all necessary consents, and provide all necessary notifications, to Data Subjects to enable Workday to carry out lawfully the Processing contemplated by this DPE. Customer shall ensure that any instruction it issues to Workday complies with applicable Data Protection Laws. Workday shall inform Customer without undue delay if, in its reasonable opinion, an instruction issued by Customer violates applicable European Data Protection Laws.

3. Subprocessors

3.1 Use of Subprocessors. Customer hereby agrees and provides a general authorization that Workday and Workday Affiliates may engage Subprocessors. Workday or the relevant Workday Affiliate engaging a Subprocessor shall ensure that such Subprocessor has entered into a written agreement that is no less protective than this DPE. Workday shall be



UNIVERSAL DATA PROCESSING EXHIBIT

liable for the acts and omissions of any Subprocessors to the same extent as if the acts or omissions were performed by Workday.

3.2 Notification of New Subprocessors. Workday shall make available to Customer a Subprocessor List and provide Customer with a mechanism to obtain notice of any updates to the Subprocessor List. At least thirty (30) days prior to authorizing any new Subprocessor to Process Personal Data, Workday shall provide notice to Customer by updating the Subprocessor List.

3.3 Subprocessor Objection Right. Customer may object to Workday's use of a new Subprocessor on reasonable grounds relating to data protection by providing written notice to Workday within fourteen (14) days following Workday's notification pursuant to Section 3.2 above. Should Workday choose to retain the objected-to Subprocessor, Workday will notify Customer at least fourteen (14) days before authorizing the Subprocessor to Process Personal Data and Customer may terminate the relevant portion(s) of the Covered Service within thirty (30) days. Upon any termination by Customer pursuant to this Section, Workday shall refund Customer any prepaid fees for the terminated portion(s) of the Covered Service that were to be provided after the effective date of termination.

4. Data Subject Rights

4.1 Assistance with Data Subject Requests. Workday will, in a manner consistent with the functionality of the Covered Service and Workday's role as a Processor, provide reasonable support to Customer to enable Customer to respond to Data Subject requests to exercise their rights under applicable Data Protection Laws ("**Data Subject Requests**").

4.2 Handling of Data Subject Requests. For the avoidance of doubt, Customer is responsible for responding to Data Subject Requests. If Workday receives a Data Subject Request or other complaint from a Data Subject regarding the Processing of Personal Data, Workday will promptly forward such request or complaint to Customer, provided the Data Subject has given sufficient information for Workday to identify Customer.

5. Workday Personnel

Workday shall require screening of its personnel who may have access to Personal Data and shall require such personnel (i) to Process Personal Data in accordance with Customer's instructions as set forth in this DPE, (ii) to receive appropriate training on their responsibilities regarding the handling and safeguarding of Personal Data; and (iii) to be subject to confidentiality obligations which survive their termination of employment.

6. Personal Data Breach

If Workday becomes aware of a Personal Data Breach, it shall without undue delay notify Customer in accordance with the Security Breach provisions of the MSA. Workday shall take appropriate measures to address and mitigate the adverse effects of the Personal Data Breach. To the extent Customer requires additional information from Workday to meet its Personal Data Breach notification obligations under applicable Data Protection Laws, Workday shall provide reasonable assistance to provide such information to Customer taking into account the nature of Processing and the information available to Workday.

7. Security of Processing

Workday shall implement and maintain appropriate technical and organizational measures to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data as described in the Universal Security Exhibit.

8. Audit

Where Workday has obtained third-party audit reports and certifications for its Covered Services ("**Audit Reports and Certifications**"), Workday will, at Customer's request and subject to the confidentiality terms set forth in the MSA, make its most recent Audit Reports and Certifications available to Customer for the applicable Covered Service.

**UNIVERSAL DATA PROCESSING EXHIBIT**

To the extent Customer reasonably determines that the Audit Reports and Certifications are not sufficient to demonstrate compliance or to respond to a regulatory audit, Workday will allow Customer or an independent auditor appointed by Customer to conduct an audit, subject to the following: (a) Customer and Workday will mutually agree upon the scope, timing, duration, and control and evidence requirements; (b) Customer is responsible for all costs and fees related to such audit and will reimburse any services performed by Workday at Workday's then-current rates; (c) such audit occurs no more than once annually; (d) to the extent the audit is conducted by a third-party audit firm, (i) the third-party audit firm is not a competitor of Workday and (ii) Customer has, prior to such audit, entered into an agreement with such third-party audit firm containing confidentiality terms no less protective than the confidentiality terms set forth in the MSA; and (e) to the extent the audit is conducted by a regulator having jurisdiction over Customer, the regulator is subject to a duty of confidentiality in relation to the findings of that audit (whether arising as a matter of law or by Customer having, prior to such audit, entered into an agreement with the regulator) such duty being no less protective than the confidentiality terms set forth in the MSA.

9. Return and Deletion of Personal Data

Upon termination of the Covered Service, Workday shall return and delete Personal Data in accordance with the relevant provisions of the Agreement.

10. Transfers of European Personal Data

10.1 Transfer Safeguards. The transfer safeguards listed below shall apply to all Restricted Transfers.

10.2 BCRs. For the Covered Services identified in Addendum B, the Workday BCRs apply to the Processing of Personal Data of a Customer or Customer Affiliate established in the EEA. In this event, all provisions of the Workday BCRs are incorporated by this reference and shall be binding and enforceable for Customer according to Section 1.4 of the Workday BCRs as if they were set forth in this DPE in their entirety. If any conflict or inconsistency arises between this DPE and the Workday BCRs, the Workday BCRs shall prevail.

10.3 Processor-to-Processor SCCs. Where Workday is located within Europe, Workday has implemented and complies with the SCCs for any Restricted Transfers of Personal Data from Workday (as "data exporter") to Subprocessors (as "data importers").

10.4 Controller-to-Processor SCCs. Where Workday is located in a Restricted Country, the SCCs will apply to any Restricted Transfers from Customer (as "data exporter") to Workday (as "data importer") as follows:

10.4.1 EU Personal Data. In relation to Personal Data protected by the EU GDPR, the EU SCCs will apply completed as follows:

- (i) Module 2 applies unless the Customer is a Processor in which case Module 3 applies;
- (ii) in Clause 7, the optional docking clause will not apply;
- (iii) in Clause 9, Option 2 will apply, and the time period for prior notice of subprocessor changes will be in accordance with the notification process set out in Section 3.2 of this DPE;
- (iv) in Clause 11, the optional redress language will not apply;
- (v) in Clause 17, Option 1 will apply, and the EU SCCs will be governed by the law specified in the MSA, provided that law is an EEA Member State law recognizing third party beneficiary rights, otherwise, the laws of Ireland apply;
- (vi) in Clause 18(b), disputes shall be resolved before the courts specified in the MSA, provided these courts are located in an EEA Member State, otherwise those courts shall be the courts of Ireland;
- (vii) Annex I of the EU SCCs shall be deemed completed with the information set out in Annex I to this DPE; and
- (viii) Annex II of the EU SCCs shall be deemed completed with the information set out in Annex II to this DPE.

**UNIVERSAL DATA PROCESSING EXHIBIT**

10.4.2 UK Personal Data. In relation to Personal Data protected by the UK GDPR ("UK Personal Data"), the UK Addendum will apply as follows:

- (i) the EU SCCs, completed as set out in Section 10.4.1 above, shall also apply to transfers of UK Personal Data;
- (ii) the UK Addendum shall be deemed executed (and incorporated by this reference) between the transferring Customer and Workday, and the EU SCCs shall be deemed amended as specified by Part 2 (Mandatory Clauses) of the UK Addendum in respect of the transfer of UK Personal Data;
- (iii) Tables 1 to 3 of the UK Addendum shall be deemed completed with relevant information from within this DPE and the EU SCCs, completed as set out in Section 10.4.1 above;
- (iv) the start date of the UK Addendum (as set out in Table 1) shall be the effective date of this DPE; and
- (v) Table 4 of the UK Addendum shall be deemed completed "neither party".

10.4.3 Swiss Personal Data. In relation to Personal Data protected by the Swiss FADP, the EU SCCs will apply amended and adapted as follows:

- (i) the Swiss Federal Data Protection and Information Commissioner is the exclusive supervisory authority;
- (ii) the term "member state" must not be interpreted in such a way as to exclude Data Subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18; and
- (iii) references to the GDPR in the EU SCCs shall also include the reference to the equivalent provisions of the Swiss FADP.

10.4.4 Clarifications. The SCCs will be subject to the following clarifications:

- (i) Workday will allow Customer to conduct audits as described in the SCCs in accordance with Section 8 of this DPE.
- (ii) Customer consents to Workday appointing Subprocessors in accordance with Section 3 of this DPE, and Customer may exercise its right to object to Subprocessors under the SCCs in the manner set out in Section 3.
- (iii) Workday shall return and delete Customer's data in accordance with Section 9 of this DPE.
- (iv) Customer agrees that any assistance that Workday provides to Customer under the SCCs shall be provided through the Customer Audit Program.
- (v) Nothing in this Section 10.4 of this DPE varies or modifies the SCCs nor affects any supervisory authority's or Data Subject's rights under the SCCs. If any provision of this DPE contradicts, directly or indirectly, the SCCs, the SCCs shall prevail.

11. Additional European Terms

11.1 Description of Processing. The agreed subject-matter, the nature, purpose and duration of data processing, the types of Personal Data and categories of Data Subjects are set forth in Addendum A to this DPE.

11.2 Data Protection Impact Assessments ("DPIA(s)") and Prior Consultations. Workday will, at Customer's request and subject to the confidentiality terms set forth in the MSA, make its most recent Audit Reports and Certifications available to Customer. To the extent Customer requires additional assistance to meet its obligations under applicable Data Protection Laws to carry out a data protection impact assessment and prior consultation with the competent supervisory authority related to Customer's use of the Covered Service, Workday will, taking into account the nature of Processing and the information available to Workday, provide reasonable assistance to Customer.

UNIVERSAL DATA PROCESSING EXHIBIT**12. General Provisions**

12.1 Customer Affiliates. Customer is responsible for coordinating all communication with Workday on behalf of its Affiliates with regard to this DPE. Customer represents that it is authorized to enter into this DPE and any SCCs entered into under this DPE, issue instructions, and make and receive any communications or notifications in relation to this DPE on behalf of its Affiliates.

12.2 Termination. The term of this DPE will end simultaneously and automatically at the later of (i) the termination of the Agreement or, (ii) when all Personal Data is deleted from Workday's systems.

12.3 Conflict. This DPE is subject to the non-conflicting terms of the Agreement. With regard to the subject matter of this DPE, if inconsistencies between the provisions of this DPE and the Agreement arise, the provisions of this DPE shall prevail with regard to the parties' data protection obligations.

12.4 Customer Affiliate Enforcement. Customer's Affiliates may enforce the terms of this DPE directly against Workday, subject to the following provisions:

- i. Customer will bring any legal action, suit, claim or proceeding which that Affiliate would otherwise have if it were a party to the Agreement (each an "**Affiliate Claim**") directly against Workday on behalf of such Affiliate, except where the Data Protection Laws to which the relevant Affiliate is subject require that the Affiliate itself bring or be party to such Affiliate Claim; and
- ii. for the purpose of any Affiliate Claim brought directly against Workday by Customer on behalf of such Affiliate in accordance with this Section, any losses suffered by the relevant Affiliate may be deemed to be losses suffered by Customer.

12.5 Remedies. Customer's remedies (including those of its Affiliates) with respect to any breach by Workday, its Affiliates and Subprocessors of the applicable terms of this DPE, and the overall aggregate liability of Workday and its Affiliates arising out of, or in connection with the Agreement (including this DPE) will be subject to any aggregate limitation of liability that has been agreed between the parties under the Agreement.

12.6 Miscellaneous. The section headings contained in this DPE are for reference purposes only and shall not in any way affect the meaning or interpretation of this DPE.



UNIVERSAL DATA PROCESSING EXHIBIT

ADDENDUM A

Description of Processing

ANNEX I

A. LIST OF PARTIES

Data exporter

Data exporter: Customer

Contact details: The individuals designated as named contacts by Customer in Customer's account

Relevant activities: Use of Workday's enterprise cloud applications.

Signature and Date: By entering into the Agreement, data exporter is deemed to have signed these SCCs incorporated herein as of the effective date of the Agreement.

Data exporter role: The data exporter's role is set forth in the DPE.

Data importer

Data importer: Workday

Contact details: Workday Privacy Team, legal@workday.com

Relevant activities: Provide and support enterprise cloud applications, including human resource and financial management.

Signature and Date: By entering into the Agreement, data importer is deemed to have signed these SCCs incorporated herein as of the effective date of the Agreement.

Data importer role: Processor

UNIVERSAL DATA PROCESSING EXHIBIT

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

1. Customer's job applicants, candidates, current and former employees and other workers, as well as related persons.
2. Employees or contact persons of Customer's prospects, customers, business partners and suppliers.

Categories of personal data transferred

Customer determines the categories of personal data processed within Covered Services subscribed to. Typically, the transferred personal data will include the categories of data identified below:

1. **Applicants, employees and other workers:** Name; contact information (including home and work address; home and work telephone numbers; mobile telephone numbers; web address; instant messenger; home and work email address); marital status; citizenship information; visa information; national and governmental identification information; drivers' license information; passport information; banking details; military service information; date of birth and birth place; gender; employee identification information; education, language(s) and special competencies; certification information; probation period and employment duration information; job or position title; business title; job type or code; business site; company, supervisory, cost center and region affiliation; work schedule and status (full-time or part-time, regular or temporary); compensation and related information (including pay type and information regarding raises and salary adjustments); payroll information; allowance, bonus, commission and stock plan information; leave of absence information; employment history; work experience information; information on internal project appointments; accomplishment information; sentiments, personal opinions, feedback, training and development information; award information; membership information.
2. **Related persons:** Name and contact information of dependents or beneficiaries (including home address; home and work telephone numbers; mobile telephone numbers); date of birth; gender; emergency contacts; beneficiary information; dependent information.
3. **Prospects, customers, business partners and suppliers:** Name and contact information (including work address; work telephone numbers; mobile telephone numbers; web address; instant messenger; work email address); business title; company.
4. **Learners:** Name and contact information (including work address; work telephone numbers; mobile telephone numbers; instant messenger; work email address); business title; company; enrollment information, including completion of courses, exam results and feedback provided.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Unless otherwise agreed, the transferred Personal Data may comprise special categories of personal data, such as ethnicity, religious beliefs, trade union membership information and health data (employee sick leave, disability information). Taking into consideration the nature of the data and the risk of varying likelihood and severity for the rights and freedoms of natural persons, Workday has implemented the technical and organizational measures as described in Annex II, including specialized training of staff and system access logs, to ensure an appropriate level of protection for such sensitive data.

Frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis)

Transfers will be made on a continuous basis.

**UNIVERSAL DATA PROCESSING EXHIBIT****Nature of the processing**

Workday acts as a processor for the Personal Data Customer submits electronically into Workday's enterprise cloud applications or provides to Workday in connection with a Professional Services engagement.

1. Processing Personal Data to set up, operate, maintain and support the enterprise cloud applications
2. Storage of Personal Data in secure data centers
3. Provision of Professional Services

Purpose(s) of the data transfer and further processing

Provide and support enterprise cloud applications, including human resource and financial management.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

Personal data will be retained for the duration of the Agreement in accordance with DPE Section 12.21.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

The subject matter and duration of the processing is outlined above within this Annex. The nature of the specific sub-processing services are further particularized within the Subprocessor List (currently located at: <https://www.workday.com/en-us/legal/subprocessors.html>).

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

The competent supervisory authority determined in accordance with Clause 13 of the EU SCCs unless required otherwise by DPE Sections 10.4.2 (UK Personal Data) and 10.4.3 (Swiss Personal Data).



UNIVERSAL DATA PROCESSING EXHIBIT

ANNEX II

Technical and Organizational Measures

The technical and organizational measures set forth in the Security Exhibit have been implemented by the data importer to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

UNIVERSAL DATA PROCESSING EXHIBITADDENDUM B

BCR Covered Services

Covered Service	Applicable SKU Names
HCM/FIN/ANALYTICS	Human Capital Management, Cloud Connect for Benefits, Workday Payroll, Cloud Connect for Third Party Payroll, Time Tracking, Recruiting, Learning (excluding Media Cloud), Learning for Extended Enterprise, Core Financials, Expenses, Procurement, Inventory, Grants Management, Projects, Projects Billing, Workday Prism Analytics and Student
Workday Adaptive Planning	Workday Adaptive Planning SKUs, such as Planning & Analytics, Workforce Planning, Financial Planning, Sales Planning, Operational Planning, however defined in the applicable order form.
Workday Extend	Workday Cloud Platform

UNIVERSAL DATA PROCESSING EXHIBITADDENDUM C**Specific Jurisdictional Provisions for Australian Customers**

To the extent Workday Processes Personal Data relating to Data Subjects in Australia, the following terms shall apply:

"Australian Privacy Act" means the Privacy Act 1988 (Cth), including the Australian Privacy Principles (APPs).

For the avoidance of doubt the term:

"Data Protection Laws" includes the Australian Privacy Act; and

"Personal Data" shall include any Covered Data about an identified individual, or an individual who is reasonably identifiable (i) whether the information or opinion is true or not; and (ii) whether the information or opinion is recorded in a material form or not.

Customer shall obtain all consents from, and provide all notifications, to Data Subjects, that are necessary to enable Workday (and its Affiliates and Subprocessors) to lawfully Process Personal Data as contemplated by this DPE. Customer indemnifies Workday for any loss, damage, cost, expense, fine or liability arising from Customer's failure to obtain such consents or provide such notifications.

Customer agrees that if Workday provides notice of a Personal Data Breach in accordance with Section 6 of the DPE, notwithstanding any provision of applicable Data Protection Laws, as between the parties the Customer is fully responsible for, and will, undertake all notification requirements to Australian Data Subjects and relevant regulators, and will indemnify Workday for any loss, damage, cost, expense, fine or liability arising from Customer's failure to fulfil those notification requirements. Workday relies on the Customer to comply with this clause in satisfaction of section 26WM of the Australian Privacy Act.

UNIVERSAL DATA PROCESSING EXHIBITADDENDUM D**Workday California Privacy Addendum**

This California Privacy Addendum ("Addendum") supplements the DPE to which it is attached. Any term not defined in this Addendum shall have the meaning assigned to it, if any, in the DPE or the Agreement. To the extent the Agreement and this Addendum conflict, the terms of this Addendum shall take precedence with respect to Processing of Personal Information under the CCPA.

To the extent Workday Processes Personal Information under the CCPA, as defined above, the following supplemental terms shall apply to such Processing:

1. The terms "**Business**," "**Business Purpose**," "**Consumer**," "**Sell**," "**Service Provider**," and "**Share**," shall have the same meanings as provided for in the CCPA. As used in this Addendum, the term "**Personal Information**" shall refer to any Personal Data that constitutes Personal Information under the CCPA.
2. **Roles of the Parties.** Customer, as a Business under the CCPA, is disclosing Personal Information to Workday, and Workday is Processing the disclosed Personal Information solely as a Service Provider.
3. **Business Purpose.** Workday will Process Personal Information for the purpose of providing the Services described in the Agreement, including in the associated Order Forms.
4. **Service Provider Processing Limitations.** Workday will not (i) Sell Personal Information, or (ii) retain, use or disclose Personal Information outside the direct business relationship with Customer or for any purpose other than to provide the Covered Services as articulated in the Agreement, including this Addendum, or as permitted by the CCPA.
5. **No Sale or Sharing.** Workday will not Sell or Share Personal Information.
6. **No Combining Personal Information.** Workday will not combine Personal Information that it receives from, or on behalf of, Customer with Personal Information that it receives from, or on behalf of, another person or persons, or collects from its own interaction with a consumer, except as otherwise permitted by CCPA.
7. **Consumer Requests.** Workday will, in a manner consistent with the functionality of the applicable Service and Workday's role as a Service Provider, provide reasonable support to Customer to enable Customer to respond to Consumer requests to exercise their rights under the CCPA, as set forth in Section 4 of the DPE.
8. **Security of Processing.** Workday will maintain technical and organizational measures to protect Personal Information as set forth in the DPE and as required by the CCPA.
9. **Ongoing Compliance.** Workday agrees to comply with all applicable requirements of CCPA pertaining to its role as a Service Provider, including by providing the same level of privacy protection for Personal Information as required under CCPA. Customer shall have the right to take reasonable and appropriate steps to ensure compliance with this Addendum by exercising its rights in the audit provisions of the DPE. Customer shall also have the right to take reasonable and appropriate steps to stop or remediate any unauthorized Processing of Personal Information by Workday, for example by requesting that Workday provide a written statement confirming that applicable Personal Information has been deleted. Workday will notify Customer if it determines that it can no longer meet its obligations under the CCPA.



UNIVERSAL SECURITY EXHIBIT

This Workday Universal Security Exhibit applies to the Covered Service and Covered Data. Capitalized terms used herein have the meanings given in the Agreement, including attached exhibits, that refers to this Workday Universal Security Exhibit.

Workday maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing of Covered Data as well as the associated risks, are appropriate to (a) the type of information that Workday will store as Covered Data; and (b) the need for security and confidentiality of such information. Workday's security program is designed to:

- Protect the confidentiality, integrity, and availability of Covered Data in Workday's possession or control or to which Workday has access;
- Protect against any anticipated threats or hazards to the confidentiality, integrity, and availability of Covered Data;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Covered Data;
- Protect against accidental loss or destruction of, or damage to, Covered Data; and
- Safeguard information as set forth in any local, state or federal regulations by which Workday may be regulated.

Without limiting the generality of the foregoing, Workday's security program includes:

1. **Security Awareness and Training.** Mandatory employee security awareness and training programs, which include:
 - a) Training on how to implement and comply with its information security program; and
 - b) Promoting a culture of security awareness.
2. **Access Controls.** Policies, procedures, and logical controls:
 - a) To limit access to its information systems and the facility or facilities in which they are housed to properly authorized persons;
 - b) To prevent those workforce members and others who should not have access from obtaining access; and
 - c) To remove access in a timely basis in the event of a change in job responsibilities or job status.
3. **Physical and Environmental Security.** Controls that provide reasonable assurance that access to physical servers at the data centers housing Covered Data is limited to properly authorized individuals and that environmental controls are established to detect, prevent and control destruction due to environmental extremes.
4. **Security Incident Procedures.** A security incident response plan that includes procedures to be followed in the event of any security breach of any application or system directly associated with the accessing, processing, storage or transmission of Covered Data.
5. **Contingency Planning.** Policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, pandemic flu, and natural disaster) that could damage Covered Data or production systems that contain Covered Data.
6. **Audit Controls.** Technical or procedural mechanisms put in place to promote efficient and effective operations, as well as compliance with policies.
7. **Data Integrity.** Policies and procedures to ensure the confidentiality, integrity, and availability of Covered Data and to protect it from disclosure, improper alteration, or destruction.
8. **Storage and Transmission Security.** Security measures to guard against unauthorized access to Covered Data that is being transmitted over a public electronic communications network or stored electronically.

UNIVERSAL SECURITY EXHIBIT

9. **Secure Disposal.** Policies and procedures regarding the secure disposal of tangible property containing Covered Data, taking into account available technology so that such data cannot be practicably read or reconstructed.
10. **Assigned Security Responsibility.** Assigning responsibility for the development, implementation, and maintenance of its information security program, including:
 - a) Designating a security official with overall responsibility; and
 - b) Defining security roles and responsibilities for individuals with security responsibilities.
11. **Testing.** Regularly testing the key controls, systems and procedures of its information security program to validate that they are properly implemented and effective in addressing the threats and risks identified.
12. **Monitoring.** Network and systems monitoring, including error logs on servers, disks and security events for any potential problems. Such monitoring includes:
 - a) Reviewing changes affecting systems handling authentication, authorization, and auditing;
 - b) Reviewing privileged access to Workday production systems processing Covered Data; and
 - c) Engaging third parties to perform network vulnerability assessments and penetration testing on a regular basis.
13. **Change and Configuration Management.** Maintaining policies and procedures for managing changes Workday makes to production systems, applications, and databases processing Covered Data. Such policies and procedures include:
 - a) A process for documenting, testing and approving the patching and maintenance of the Covered Service;
 - b) A security patching process that requires patching systems in a timely manner based on a risk analysis; and
 - c) A process for Workday to utilize a third party to conduct web application level security assessments. These assessments generally include testing, where applicable, for:
 - i) Cross-site request forgery
 - ii) Services scanning
 - iii) Improper input handling (e.g. cross-site scripting, SQL injection, XML injection, cross-site flashing)
 - iv) XML and SOAP attacks
 - v) Weak session management
 - vi) Data validation flaws and data model constraint inconsistencies
 - vii) Insufficient authentication
 - viii) Insufficient authorization
14. **Program Adjustments.** Workday monitors, evaluates, and adjusts, as appropriate, the security program in light of:
 - a) Any relevant changes in technology and any internal or external threats to Workday or the Covered Data;
 - b) Security and data privacy regulations applicable to Workday; and
 - c) Workday's own changing business arrangements, such as mergers and acquisitions, alliances and joint ventures, outsourcing arrangements, and changes to information systems.



Workday Production Support and Service Level Availability Policy (SLA) for Planning

Workday's Service is based on a multi-tenanted operating model that applies common, consistent management practices for all customers using the service. This common operating model allows Workday to provide the high level of service reflected in our business agreements. This document (the "SLA") communicates Workday's Production Support and Service Level Availability Policy for Planning for its customers. Capitalized terms, unless otherwise defined herein, shall have the same meaning as the primary Service subscription agreement between Workday and Customer ("MSA") or the Planning Additional Terms and Conditions Addendum to the Order Form.

1. Service Availability:

Workday's Service Availability commitment for a given calendar month is 99.7%.
Service Availability is calculated per month as follows:

$$\left(\frac{\text{Total} - \text{Unplanned Outage} - \text{Planned Maintenance}}{\text{Total} - \text{Planned Maintenance}} \right) \times 100\% \geq 99.7\%$$

Definitions:

- **Total** is the total minutes in the month
- **Unplanned Outage** is total minutes that the Service is not available in the month outside of the Planned Maintenance window
- **Planned Maintenance** is total minutes of planned maintenance in the month.

Currently, planned maintenance will not exceed four (4) hours weekly, plus four (4) hours for monthly maintenance, plus four (4) hours for quarterly maintenance. The Planned Maintenance windows can be found at Workday Scheduled Maintenance (<https://community.workday.com/node/521701>). All times are subject to change upon thirty (30) days' notice provided by Workday via the Workday Community site ("Community") and any such change shall not lengthen the duration of the associated maintenance window. If actual maintenance exceeds the time allotted for Planned Maintenance, it is considered an Unplanned Outage. If actual maintenance is less than time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month.

The measurement point for Service Availability is the availability of the Planning Instance at the Workday Production data center's Internet connection points. Customer may review an availability report at <https://community.workday.com/node/921029>.

2. Workday Feature Release and Service Update Process:

Periodically, Workday introduces new features in the Service with enhanced functionality across Workday applications. Features and functionality will be made available as part of a major feature release ("Feature Release") or as part of weekly service updates ("Service Updates"). Feature Releases will take place approximately twice per year. The frequency of Feature Release availability may be increased or decreased by Workday at Workday's discretion with at least thirty (30) days' prior notice to Customer on Community. Specific information and timelines for Feature Releases and Service Updates can also be found on the Support forum. Feature Releases will be performed during a weekend within any Planned Maintenance.

3. Production Disaster Recovery:

Workday will maintain a disaster recovery plan for the Workday Production Planning Instance in conformance with Workday's most current Disaster Recovery Summary, which can be viewed on Community. Workday commits to a recovery time objective of 12 hours - measured from the time that the Workday Production Planning Instance becomes unavailable until it is available again. Workday commits to a recovery point objective of 1 hour - measured from the time that the first transaction is lost until the Workday Production Planning Instance becomes available.



Workday Production Support and Service Level Availability Policy (SLA) for Planning

Workday will test the disaster recovery plan once every six months and will make available a written summary of the results from the most recent test for customers on Community.

4. Case Submittal and Reporting:

Customer's Named Support Contacts may submit cases to Workday Support via Community. Named Support Contacts must be trained on the Workday products for which they initiate support requests. Each case will be assigned a unique case number. Workday will respond to each case in accordance with this SLA and will work diligently toward resolution of the issue taking into consideration its severity and impact on the Customer's business operations. Actual resolution time will depend on the nature of the case and the resolution itself. A resolution may consist of a fix, workaround, delivery of information or other reasonable solution to the issue. Case reporting is available on demand via Community.

5. Severity Level Determination:

Customer shall reasonably self-diagnose each support issue and shall recommend to Workday an appropriate Severity Level designation. Workday shall validate Customer's Severity Level designation or notify Customer of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management. In the rare case a conflict requires a management discussion, both parties shall make a representative available within one hour of the escalation.

6. Support Issue Production Severity Levels - Response and Escalation:

"Workday Response Commitment" means the period of time from when Customer logs the Production case in the Workday case management system via Community until Workday responds to Customer or escalation within Workday, if appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments.

If Customer is not satisfied with the progress of a Severity Level 1 or 2 issue, Customer may escalate the case to Workday support management using the escalation process defined for Named Support Contacts. Upon escalation, Workday shall notify support senior management and shall assign a Workday escalation manager to work with Customer until the escalation is resolved.

Severity Level 1:

- **Definition:** The Service is unavailable, or a Service issue prevents timely payroll processing, tax payments, entry into time tracking, financials closing (month-end, quarter-end or year-end), payment of supply chain invoices or creation of purchase orders, or processing of candidate applications. No workaround exists.
- **Resolution:** Workday will work to resolve the problem until the Service is returned to normal operation and will notify Customer of status changes.
- **Escalation:** If the problem has not been resolved within one hour, Workday will escalate the problem to the appropriate Workday organization. The escalated problem will have higher priority than ongoing support, development or operations initiatives.
- **Customer Response Commitment:** Customer shall remain accessible for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.



Workday Production Support and Service Level Availability Policy (SLA) for Planning

Severity Level 2:

- **Definition:** An issue with the Service that prevents Customer from completing one or more critical business processes with a significant impact. No workaround exists.
- **Resolution:** Workday will work to resolve the problem until the Service is returned to normal operation and will notify Customer of status changes.
- **Escalation:** If the problem has not been resolved within four hours (within the support window as set forth in Section 1), Customer may request that Workday escalate the problem to the appropriate Workday organization where the escalated problem will have higher priority than ongoing development or operations initiatives.
- **Customer Response Commitment:** Customer shall remain accessible for troubleshooting from the time a Severity 2 issue is logged until it is resolved.

Severity Level 3:

- **Definition:** An issue with the Service that prevents Customer from completing one or more important business processes that impact Customer's business operations. A workaround exists but is not optimal.
- **Resolution:** If resolution requires a Workday issue fix, Workday will add the issue fix to its development queue for future Service Updates and suggest potential workarounds until the problem is resolved in a future Service Update. Workday will notify Customer of status changes.
- **Escalation:** If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization.
- **Customer Response Commitment:** Customer will respond to Workday requests for additional information and will implement recommended solutions in a timely manner.

Severity Level 4:

- **Definition:** An issue with the Service that delays Customer from completing one or more non-critical business processes that are not imperative to Customer's business operations. A workaround exists.
- **Resolution:** If resolution requires a Workday issue fix, Workday will add the issue fix to its development queue for future Service Updates and will suggest potential workarounds until the problem is resolved in a future Service Update. Workday will notify Customer of status changes.
- **Escalation:** If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization.
- **Customer Response Commitment:** Customer will respond to Workday's requests for additional information and will implement recommended solutions in a timely manner.

Severity Level 5 (Including Customer Care and Operations Requests):

- **Definition:** Non-system issues and requests such as Named Support Contact changes, SLA report, or general Service inquiries. Questions about product configuration and functionality should be addressed to Community.
- **Resolution:** Workday will respond to the request and will notify Customer of status changes.
- **Escalation:** If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization.
- **Customer Response Commitment:** Customer will respond to Workday's requests for additional information in a timely manner.

7. Support Hours and Support Response Commitments:

Workday provides Customer support 24 hours a day, 7 days a week for Severity Level 1 issues and will remain accessible for troubleshooting from the time a Severity 1 issue is logged until it is resolved. Workday provides



Workday Production Support and Service Level Availability Policy (SLA) for Planning

Customer support on Mondays through Fridays (9am to 6pm in Customer's local time) for all other Severity Levels. Workday Response Commitments start from the time the case is logged.

Support Issue Severity Level	Workday Response Commitment
1	1 hour / 7 days a week
2	6 hours / Monday – Friday
3	24 hours / Monday - Friday
4	24 hours / Monday – Friday
5	48 hours / Monday - Friday

Support hours and support response commitments in the prior Workday Planning SLA version released in March 2022 will continue to apply to (i) Customers with an MSA with an Effective Date on or before July 31, 2023 for the remainder of such Customer's subscription Order Term(s); (ii) Customers with a renewal subscription Order Form for HCM or FIN with an Effective Date on or before January 31, 2024 for the remainder of the renewal Order Term; and (iii) Customers not eligible to subscribe to Workday Success Accelerate Plans, for as long as they are not eligible. Customers with a subscription only to Adaptive Planning from Workday with Premier Support will continue to be eligible for 24/7 support.

8. Workday Support Scope:

Workday will support functionality that is delivered by Workday as part of the Service. For all other functionality, and for issues or errors in the Service caused by issues, errors or changes in Customer's information systems, customizations, and third-party products or services, Workday may assist Customer and its third-party providers in diagnosing and resolving issues or errors but Customer acknowledges that these matters are outside of Workday's support obligations. Failure to meet obligations or commitments under this SLA that are attributable to (1) Customer's acts or omissions; and (2) force majeure events shall be excused.

9. Workday Web Services API Support:

Workday recommends using the most recent version of the Workday Web Services ("WWS") APIs in order to receive optimum performance and stability. Prior versions of WWS APIs are updated to support backward-compatibility for all prior versions of WWS APIs that have not reached an end-of-life status. Workday will make end-of-life announcements surrounding the WWS APIs through Community. Backward compatibility means that an integration created to work with a given WWS API version will continue to work with that same WWS API version even as Workday introduces new WWS API versions. With the exception of backward-compatibility updates, prior versions of WWS APIs are not enhanced.

**APPROVING PURCHASE FROM WORKDAY ADAPTIVE PLANNING OF
PLEASANTON, CALIFORNIA FOR ACCESS TO AND USE OF DATA ANALYTICS
AND BUDGETING/FORECASTING SOFTWARE AND BUDGET TRANSFER**

EXHIBIT B

ORDER FORM 00457414.0

Customer Name	Kane County Division of Transportation
Customer Address	41W011 Burlington Road, Saint Charles, Illinois, 60175, United States
Workday Entity	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
MSA Effective Date	The effective date of the latest MSA or other agreement between the parties governing the subscription to the Service
Order Effective Date	The later of the dates of the parties' signatures below
Order Term	August 1, 2024 through December 13, 2026
Currency	USD
Underlying Order Forms	423923, and if applicable, any related renewal Order Form(s) then in effect
Total Subscription Fee	9,613

Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	4,000
2	Due on First anniversary of the Order Term start date	4,080
3	Due on Second anniversary of the Order Term start date	1,533
	Total Payment Amount	9,613

For the avoidance of doubt, the Payment Schedule Table will be used for invoicing purposes.

Subscription Fees Table

Subscription Period	Date Range	Subscription Fee
1	August 1, 2024 through July 31, 2025	4,000
2	August 1, 2025 through July 31, 2026	4,080
3	August 1, 2026 through December 13, 2026	1,533
	Total Subscription Fee	9,613

The Subscription Fees Table provides the Subscription Fees for each applicable Subscription Period. The Subscription Fee for Subscription Period 2 onwards includes a capped Innovation Index of 2.0% (as defined in the Underlying Order Form(s)). During the initial Order Term, any increases due to CPI (also defined in the Underlying Order Form(s)) are waived.

Subscription Rights Table

SKU	Service	Pricing Metric	Annual Subscription Rights
APLNNPI	Adaptive Planning Non Production Instance (Additional)	Flat Fee	1 Additional Planning Non Production Instance(s)

Customer Contact Information

	Billing, In Care of <i>Responsible for payment processing and will receive invoicing and billing-related communications.</i>	Customer Support <i>Main point of contact for Workday Support and will receive initial login credentials.</i>	Subscriptions Contact <i>Main point of contact for responding to and fulfilling the Growth and Expansion Obligations.</i>
Contact Name	Kathleen Hopkinson	Kathleen Hopkinson	Kathleen Hopkinson
Phone/Fax #	630-845-7872	630-845-7872	630-845-7872
Email	hopkinsonkathleen@co.kane.il.us	hopkinsonkathleen@co.kane.il.us	hopkinsonkathleen@co.kane.il.us



For customers based in the U.S., certain portions of the Service included in this Order Form can be used with optional downloadable software components ("**Downloadable Components**"). Any applicable tax for Downloadable Components will be separately presented on the invoice based on a valuation attributed to the Downloadable Components. As of the Order Effective Date, there is no value attributed to any of the Downloadable Components.

This Order Form is only valid and binding when executed by both parties and is subject to the additional terms in the above-referenced MSA and the Underlying Order Form(s). In the event of a conflict, the provisions of this Order Form take precedence over the MSA and its exhibits and attachments. The parties further agree to the terms in any attached or referenced Addendums and Exhibits. Capitalized terms not defined herein shall have the same meaning as the Underlying Order Forms. All remittance advice and invoice inquiries shall be directed to Accounts.Receivable@workday.com.



IN WITNESS WHEREOF, this Order Form is entered into as of the Order Effective Date.

Kane County Division of Transportation

Workday, Inc.

Signature

Signature

Name

Name

Title

Title

Date Signed

Date Signed

ADDITIONAL ORDER FORM TERMS ADDENDUM**1. General.**

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the MSA. The Total Subscription Fee is based on the maximum indicated in the Subscription Rights Table and additional fees may be incurred for any use in excess of such maximum(s) indicated will be subject to the Growth and Expansion section herein. Annual Subscription Rights limits may not be decreased during the Order Term.

2. Additional Terms.

Any use in excess of the maximum indicated in the Subscription Rights Table will be subject to the applicable Growth section in the Underlying Order Form(s), if applicable. Customer understands that the Base Subscription Fee for the Renewal Term of this Order Form is 4,162 and is incremental to the Base Subscription Fees in the Underlying Order Form(s).

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-24-2686

**EMERGENCY APPROPRIATION FOR PAYMENT TO THE ESCROW AGENT
FOR PARTIAL DEFEASANCE OF THE LONGMEADOW TOLL BRIDGE
REVENUE BONDS**

WHEREAS, Ordinance 24-057 provided for the payment of toll bridge revenue bonds, series 2018, of the County of Kane, Illinois, in advance of maturity, and authorized and directed the execution of an escrow agreement in connection therewith; and

WHEREAS, the County received a \$17.5 million grant into Fund #515 Longmeadow Bond Construction Fund, from the State of Illinois Department of Commerce and Economic Opportunity that will provide reimbursement for a portion of the Longmeadow Parkway bridge construction costs; and

WHEREAS, , \$18,112,916.62 from Fund #515 Longmeadow Bond Construction Fund and \$104,390.16 from Fund #625 Longmeadow Debt Service - Capitalized Interest are the source of funds for the payment of funds to the escrow agent; and

WHEREAS, the FY 2024 budgets for Fund #515 Longmeadow Bond Construction Fund and Fund #625 Longmeadow Debt Service require appropriation adjustments to reflect the receipt of the \$17.5 million grant and the payment of \$18,217,306.78 to the escrow agent.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the following appropriation adjustments to the FY24 budget be authorized.

Account Number	Description	Amount
515.520.000.37151	KDOT Service Reimbursement - State	\$17,500,000.00
515.520.000.39900	Fund Balance Utilization	\$612,916.62
515.520.530.88980	Transfer to Escrow Agent	\$18,112,916.62
625.760.000.39900	Fund Balance Utilization	\$50,222.16
625.760.769.88980	Transfer to Escrow Agent	\$104,390.16
625.760.769.80020	Interest - Bonds	(\$54,168.00)

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? No
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available?
N/A

Passed by the Kane County Board on August 13, 2024

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Ordinance: No.

Emergency Appropriation for Payment to the Escrow Agent for Partial Defeasance of the Longmeadow Toll Bridge Revenue Bonds

Committee Flow: Finance and Budget Committee, Executive Committee, County Board

Contact: Kathleen T Hopkinson, 630.208.5132

Budget Information:

Was this item budgeted? Yes	Contract Approval Amount N/A
If not budgeted, explain funding source:	Budget Transfer Request: N/A
	Emergency Appropriation Amount: Fund 515 - \$18,112,916.62; Fund 625 – \$104,390.16

Summary:

This emergency appropriation request is to amend the FY 2024 to reflect the receipt of a \$17.5 million grant from the Illinois Department of Commerce and Economic Opportunity to reimburse a portion of the Longmeadow Parkway bridge construction costs and the related payment, in accordance with Ordinance 24-057, to the escrow agent to partially defease the Longmeadow Toll Bridge Revenue Bonds.

Staff recommends approval

COUNTY OF KANE

Kane County
Finance Department
Kathleen Hopkinson
Executive Director



Kane County Government Center
Building A
719 Batavia Avenue
Geneva, Illinois 60134
(630) 208-5132
hopkinsonkathleen@kanecountyil.gov

Emergency Appropriation and/or Budget Transfer Request Form

Department Name	Finance Department
Date	July 18, 2024
Fund	General Fund
Category (Personnel Services, Contractual Services, Commodities, or Capital)	Emergency Appropriation
Increase or Decrease	Increase/Decrease
Amount	Fund 515 - \$18,112,916.62; Fund 625 - \$104,390.16

Requested Emergency Appropriation and/or Budget Transfer Description and Rationale (please also attach draft resolution)

This emergency appropriation request is to amend the FY 2024 to reflect the receipt of a \$17.5 million grant from the Illinois Department of Commerce and Economic Opportunity to reimburse a portion of the Longmeadow Parkway bridge construction costs and the related payment, in accordance with Ordinance 24-057, to the escrow agent to partially defease the Longmeadow Toll Revenue Bonds.

Submitted by

Signature of Elected Official or Department Executive Director

Kathleen Hopkinson

Date 7-18-2024

Category	Account	Approved Budget	Debit	Credit
KDOT Service Reimbursement – State	515.520.000.37151	\$0		\$17,500,000.00
Fund Balance Utilization	515.520.000.39900	\$198,391.00		\$612,916.62
Transfer to Escrow Agent	515.520.530.88980	\$0	\$18,112,916.62	
Fund Balance Utilization	625.760.000.39900	\$54,168.00		\$50,222.16
Transfer to Escrow Agent	625.760.769.88980	\$0	\$104,390.16	
Interest – Bonds	625.760.769.80020	\$54,168.00		\$54,168.00

Reviewed by

Emergency Appropriation has been reviewed by Finance Department

Executive Director *Kathleen Hopkinson* Date 7-18-2024

Passed by the Kane County Board on August 13, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing ERAP2 Funding for External Housing Stabilization Services

Committee Flow:

Development Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Scott Berger, 630-208-5351

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$721,219
If not budgeted, explain funding source: N/A	

Summary:

Kane County has been awarded an allocation of Emergency Rental Assistance funds under the American Rescue Plan Act. The attached resolution approves allocations for five (5) external organizations in the total amount of \$721,219, and authorizes execution of funding agreements and subsequent amendments thereto with the listed organizations for the provision of Housing Stabilization Services.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-24-2551

**AUTHORIZING A CONTRACT FOR KANE COUNTY BUILDING
MANAGEMENT PAVEMENT MANAGEMENT SERVICES WITH PATRIOT
MAINTENANCE, INC. (BID# 24-036-TS)**

WHEREAS, bids have been solicited for Pavement Management Services (BID#24-036-TS) for facilities maintained by Building Management throughout the County of Kane. A total of eight (8) bids were received by the May 29, 2024 deadline; and

WHEREAS, the contract covers Pavement Management Services for Kane County Government facilities and the Mill Creek SSA; and

WHEREAS, the responsive and responsible bidder for Pavement Management Services is Patriot Maintenance, Incorporated of Mundelein, IL in the project amount of Five Hundred Ninety-Eight Thousand Five Hundred Dollars (\$598,500) with additional projects in the amount of Four Hundred One Thousand Five Hundred Dollars (\$401,500) for a total of One Million Dollars (\$1,000,000); and

WHEREAS, this will be a two (2) year contract, which will begin on the date of contract execution by the Kane County Board and will have three (3) one (1) year extensions, if mutually agreed upon and the Kane County Board approves. Kane County reserves the right to change the commencement and/or end the contract periods; and

WHEREAS, accordingly, appropriate funds have been budgeted for the FY2024 Building Management Budget; and

WHEREAS, the contract calls for the use of funds beyond the present budget year and the County of Kane acknowledges the necessity of the appropriation of such funds.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized and directed to execute a contract with Patriot Maintenance, Inc., 405 Washington Blvd, Mundelein, IL 60060 for Pavement Management Services for a two (2) year term in an amount not to exceed One Million Dollars (\$1,000,000) per fiscal year.

Line Item: 500.800.805.72010, 520.690.730.52120, Various

Line Item Description: Building Improvements, Repairs and Maint-Grounds, Various

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes

Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on August 13, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No.

AUTHORIZING A CONTRACT FOR KANE COUNTY BUILDING MANAGEMENT PAVEMENT MANAGEMENT SERVICES WITH PATRIOT MAINTENANCE, INCORPORATED (BID#24-036-TS)

Committee Flow: Administration Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Roger Fahnestock, 630-232-3571

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$1,000,000
If not budgeted, explain funding source:	

Summary:

Authorizing and directing to execute a contract with Patriot Maintenance, Inc., 405 Washington Blvd, Mundelein, IL 60060 for Pavement Management Services for a two (2) year term in an amount not to exceed One Million Dollars (\$1,000,000) per fiscal year.

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

719 S. Batavia Avenue, Bldg. A
Geneva, Illinois 60134

Telephone: (630) 208-3803
Fax: (630) 208-5107



June 21, 2024

PROCUREMENT SYNOPSIS

Requesting Department: Building Management Department
Procurement Name: Bid 24-036-TS Pavement Management Services
Recommended Vendors: **Patriot Maintenance, Incorporated – Mundelein, IL**

NOTIFICATION AND RESPONSE

Public Notices: Bidnet Direct and The Daily Herald

Advertising Date:	May 14, 2024	Notices sent/Plan Holders: 3/33
Bid Due Date:	May 29, 2024	Bids Received: 8

PURPOSE

This contract will provide electrical upgrades for the Kane County 3rd Street Courthouse. The following bids were received:

Vendor	Total Bid	Rank
Patriot Maintenance Inc.– Mundelein, IL	\$598,500.00	1
Accu-Paving, Inc.– Broadview, IL	\$626,394.00	2
Geneva Construction, Inc.– Aurora, IL	\$658,000.00	3
M&J Asphalt Paving, Inc.- Cicero, IL	\$682,870.00	4
Maneval Construction – Ingleside, IL	\$719,475.00	5
A Lamp Concrete Contractors, Inc. – Schaumburg, IL	\$726,000.00	6
Abbey Paving Company, Inc.-Aurora, IL	\$733,330.00	7
Schroeder Asphalt Services, Inc. – Huntley, IL	\$771,000.00	8

Staff has reviewed all bids and determined that **Patriot Maintenance Inc. of Mundelein, IL** will provide these services at the highest quality and value. Other vendors submitted bids and were given ample time to adhere to the Responsible Bidders Ordinance however only three submissions met the full requirement.

The term of this agreement is (1) year, with no optional renewal periods.

Staff reached out to companies that downloaded the solicitation document but chose not to submit a bid/proposal and found that many vendors did not have time or did not meet the requirements of the Kane County Responsible Bidders Ordinance.

The Building Management Department recommends awarding the Kane County Pavement Management Services contract to **Patriot Maintenance, Inc. of Mundelein, IL** pending approval by the Committee and County Board.

Submitted By:
Tony Sperkowski
Tony Sperkowski
Buyer II



LIBERTYVILLE
BANK & TRUST
COMPANY, N.A.

A WINTRUST COMMUNITY BANK

REMITTER PATRIOT MAINTENANCE INC

CASHIER'S CHECK

LBT Mundelein Lake St

5500011791

2544/719

DATE: May 29, 2024

THREE ZERO ZERO ZERO ZERO CTSCTS

\$30,000.00

PAY Thirty Thousand and 00/100ths Dollars

TO THE ORDER OF KANE COUNTY

Payable through Wintrust Bank

MEMO

[Signature]
AUTHORIZED SIGNATURE

⑈05500011791⑈ ⑆071925444⑆ 3807705752⑈

Security Features Included: Details On Back

**SCOPE OF WORK
For
Pavement Management Services**

OVERVIEW:

The Building Management Department of the County of Kane is soliciting proposals from qualified vendors to provide asphalt parking lot improvements and miscellaneous site work per the plans and specifications and for additional projects on an as-needed basis. The County has specific project improvements for completion and is also seeking per-unit pricing for additional maintenance projects on an as-needed basis.

Scope of Work: The scope of work includes, but is not limited to all labor, materials, and equipment required to complete the following:

- **Paving Removal**
- **Saw Cutting Pavement**
- **Site Clearing**
- **Earth Moving**
- **Trenching and Backfilling**
- **Hot Mix Asphalt Paving**
- **Flexible Paving Patch**
- **Concrete Paving**
- **PCC Sidewalks**
- **Concrete Curbs and Gutters**
- **Pavement Markings**
- **Manholes and Structures**
- **Storm Drainage Utilities**
- **Operation and Maintenance of Roadways**

SECTION 1

KANE COUNTY BRANCH COURT BASE BID: Branch Court asphalt parking lot improvements and miscellaneous site work per the plans and specifications. The amount of Kane County Branch Court Bid is:

The lump sum of: Dollars (\$ 430,000⁰⁰)

3RD STREET COURTHOUSE BID: 3rd Street Court asphalt parking lot improvements and miscellaneous site work per the plans and specifications. The amount of 3rd Street Courthouse Bid is:

The lump sum of: Dollars (\$ 44,000⁰⁰)

AURORA COURT SERVICES BID: Aurora Court Services asphalt parking lot improvements and miscellaneous site work per the plans and specifications. The amount of the Aurora Court Services Bid is:

The lump sum of: Dollars (\$ 71,500⁰⁰)

ANIMAL CONTROL BID: Animal Control asphalt parking lot improvements and miscellaneous site work per the plans and specifications. The amount of the Animal Control Bid is:

The lump sum of: Dollars (\$ 53,000⁰⁰)

SECTION 2
UNIT COSTS

1. Unit Price No. 1: Labor, material, and equipment required for Special Excavation (including Haul Off):

The sum of: Sixty Dollars (\$ 60⁰⁰) per cu. yd.

Vendor shall indicate if rate can be held firm for year 2? YES ☒ NO (circle one)
Vendor shall indicate if rate can be held firm for year 3? YES ☒ NO (circle one)
Vendor shall indicate if rate can be held firm for year 4? YES ☒ NO (circle one)
Vendor shall indicate if rate can be held firm for year 5? YES ☒ NO (circle one)
If no, please indicate max cost increase for year 2: 3 %, 3: 3 %, 4: 3 % and 5: 3 %

2. Unit Price No. 2: Labor, material, and equipment required for Porous Granular Embankment:

The sum of: Sixty Dollars (\$ 60⁰⁰) per cu. yd.

Vendor shall indicate if rate can be held firm for year 2? YES ☒ NO (circle one)
Vendor shall indicate if rate can be held firm for year 3? YES ☒ NO (circle one)
Vendor shall indicate if rate can be held firm for year 4? YES ☒ NO (circle one)
Vendor shall indicate if rate can be held firm for year 5? YES ☒ NO (circle one)
If no, please indicate max cost increase for year 2: 3 %, 3: 3 %, 4: 3 % and 5: 3 %

3. Unit Price No. 3: Labor, material, and equipment required for removal and replacement of sidewalk:

Vendor shall indicate if rate can be held firm for year 2? YES ☒ NO (circle one)
Vendor shall indicate if rate can be held firm for year 3? YES ☒ NO (circle one)
Vendor shall indicate if rate can be held firm for year 4? YES ☒ NO (circle one)
Vendor shall indicate if rate can be held firm for year 5? YES ☒ NO (circle one)

If no, please indicate max cost increase for year 2: 3 %, 3: 3 %, 4: 3 % and 5: 3 %
The sum of: Twenty Dollars (\$ 20⁰⁰) per sq. ft.

4. Unit Price No. 4: Labor, material, and equipment required for removal and replacement of curb & gutter:

The sum of: One Hundred Dollars (\$ 100⁰⁰) per ln. ft.

Vendor shall indicate if rate can be held firm for year 2? YES NO (circle one)
Vendor shall indicate if rate can be held firm for year 3? YES NO (circle one)
Vendor shall indicate if rate can be held firm for year 4? YES NO (circle one)
Vendor shall indicate if rate can be held firm for year 5? YES NO (circle one)
If no, please indicate max cost increase for year 2: 3 %, 3: 3 %, 4: 3 % and 5: 3 %

5. Unit Price No. 5: Labor, material, and equipment required for full depth removal and replacement HMA pavement patch (4" HMA over 12" CA6):

The sum of: Six Dollars (\$ 6⁰⁰) per sq. ft.

Vendor shall indicate if rate can be held firm for year 2? YES NO (circle one)
Vendor shall indicate if rate can be held firm for year 3? YES NO (circle one)
Vendor shall indicate if rate can be held firm for year 4? YES NO (circle one)
Vendor shall indicate if rate can be held firm for year 5? YES NO (circle one)
If no, please indicate max cost increase for year 2: 3 %, 3: 3 %, 4: 3 % and 5: 3 %

6. Unit Price No. 6: Labor, material, and equipment required for partial depth removal and replacement HMA pavement patch (4" HMA over existing stone base):

The sum of: Six Dollars (\$ 6⁰⁰) per sq. ft.

Vendor shall indicate if rate can be held firm for year 2? YES NO (circle one)
Vendor shall indicate if rate can be held firm for year 3? YES NO (circle one)
Vendor shall indicate if rate can be held firm for year 4? YES NO (circle one)
Vendor shall indicate if rate can be held firm for year 5? YES NO (circle one)
If no, please indicate max cost increase for year 2: 3 %, 3: 3 %, 4: 3 % and 5: 3 %

7. Unit Price No. 7: Labor, material, and equipment required for 2" HMA grind and overlay:

The sum of: Three Dollars (\$ 3⁰⁰) per sq. ft.

Vendor shall indicate if rate can be held firm for year 2? YES ☒ NO (circle one)
Vendor shall indicate if rate can be held firm for year 3? YES ☒ NO (circle one)
Vendor shall indicate if rate can be held firm for year 4? YES ☒ NO (circle one)
Vendor shall indicate if rate can be held firm for year 5? YES ☒ NO (circle one)
If no, please indicate max cost increase for year 2: 3 %, 3: 3 %, 4: 3 % and 5: 3 %

8. Unit Price No. 8: Labor, material, and equipment required to install Tensar Triax TX160 geogrid:

The sum of: Two Hundred Dollars (\$ 200⁰⁰) per sy.

Vendor shall indicate if rate can be held firm for year 2? YES ☒ NO (circle one)
Vendor shall indicate if rate can be held firm for year 3? YES ☒ NO (circle one)
Vendor shall indicate if rate can be held firm for year 4? YES ☒ NO (circle one)
Vendor shall indicate if rate can be held firm for year 5? YES ☒ NO (circle one)
If no, please indicate max cost increase for year 2: 3 %, 3: 3 %, 4: 3 % and 5: 3 %

Additional services and work may be negotiated and approved by Kane County Building Management.

AWARD:

It is the intention of Kane County to make a multiple or single award to the lowest responsive and responsible bidder meeting specifications. **The County reserves the right to determine the lowest responsive responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County.**

MULTIPLE AWARDS:

The County reserves the right, in its sole discretion, to award more than one contract as a result of this solicitation. Multiple Awards will ensure that the full breadth of the afore-described services fulfill current and future needs. The number of awards shall be based upon the risk associated with awarding only one contract; the anticipated need; and the nature of the service. The additional administrative costs associated with awarding more than one contract will also be considered in this determination. The bidder(s) whose response(s) affirmatively meet the requirements of this Invitation to Bid and provides the best overall value will be eligible for a contract award.

The actual utilization of any contract awarded will be at the sole discretion of the County, in order of the vendor's bid amount and their availability. The fact that the County may make multiple awards should be taken into consideration by each Offeror.

FUTURE WORK:

As projects arise during the term of this contract, the shortlisted firms will be sent requests for quotations to respond to. Project-specific vendors may be selected based on the lowest cost, availability to do the work, or their performance on past projects.

Selection will not be on a rotational basis. The selection process for each project will be outlined in each request for quotation.

BID BOND:

All bids must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than Five Thousand Dollars (\$5,000.00), or 5% of the total base bid.

Accompanying this Bid is a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond, complying with the requirements of the specifications, made payable to **KANE COUNTY**.

The amount of the check, draft or bond is Thirty Thousand (\$30,000⁰⁰).

Attach Bank Draft, Bank Cashier's Check, Certified Check or Bid Bond Here.

In the event that one check, draft or bond is intended to cover two or more bids, the amount must be equal to the sum of the bid guarantees of the individual sections covered.

SURETY:

I have notified a Surety Company that I am submitting a bid for work to be performed on the project. The Surety Company has agreed to issue a performance and labor and material payment bond for my work, if my bid is accepted and the contract awarded to me.

**KANE COUNTY
OFFER TO CONTRACT FORM
BID 24-036-TS
Pavement Management Services**

Bid Due Date & Time: May 29, 2024 at 2:30 p.m. CST

To: County of Kane Purchasing Department
Kane County Government Center
Bldg. A, Room 211, 212 or 214
719 S. Batavia Ave.
Geneva, IL 60134

The following offer is hereby made to the County of Kane, Illinois, hereafter called the Owner.

Submitted By: Patriot Maintenance Inc.

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.
 - A. *The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.*
 1. *the Vendor has examined the Contractor Disclosure (Section 29) of the Instruction to Bidders, and has included or provided a certified document listing all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent.*
 - B. For purposes of this offer, the terms Offeror, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
 - A. All bid documents have been examined: Instructions to Bidder, Statement of Work, including the Specifications and the following addenda:
No. 1, No. 2, No. 3, (Contractor to acknowledge addenda here.)
 - B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations, as Vendor deems necessary.
 - C. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.



**LIBERTYVILLE
BANK & TRUST**
COMPANY, N.A.

CASHIER'S CHECK

EBT Mundelein Lake St

5500011791

2544/719

DATE: May 29, 2024

A WINTRUST COMMUNITY BANK

REMITTER PATRIOT MAINTENANCE INC

30000000
THREE ZERO ZERO ZERO ZERO CTSCTS

\$30,000.00

PAY Thirty Thousand and 00/100ths Dollars

TO THE ORDER OF KANE COUNTY

Payable through Wintrust Bank

[Signature]
AUTHORIZED SIGNATURE

MEMO

⑈05500011791⑈ ⑆071925444⑆ 3807705752⑈

Security Features Included Details On Back

**SCOPE OF WORK
For
Pavement Management Services**

OVERVIEW:

The Building Management Department of the County of Kane is soliciting proposals from qualified vendors to provide asphalt parking lot improvements and miscellaneous site work per the plans and specifications and for additional projects on an as-needed basis. The County has specific project improvements for completion and is also seeking per-unit pricing for additional maintenance projects on an as-needed basis.

Scope of Work: The scope of work includes, but is not limited to all labor, materials, and equipment required to complete the following:

- **Paving Removal**
- **Saw Cutting Pavement**
- **Site Clearing**
- **Earth Moving**
- **Trenching and Backfilling**
- **Hot Mix Asphalt Paving**
- **Flexible Paving Patch**
- **Concrete Paving**
- **PCC Sidewalks**
- **Concrete Curbs and Gutters**
- **Pavement Markings**
- **Manholes and Structures**
- **Storm Drainage Utilities**
- **Operation and Maintenance of Roadways**

SECTION 1

KANE COUNTY BRANCH COURT BASE BID: Branch Court asphalt parking lot improvements and miscellaneous site work per the plans and specifications. The amount of Kane County Branch Court Bid is:

The lump sum of: Dollars (\$ 430,000⁰⁰)

3RD STREET COURTHOUSE BID: 3rd Street Court asphalt parking lot improvements and miscellaneous site work per the plans and specifications. The amount of 3rd Street Courthouse Bid is:

The lump sum of: Dollars (\$ 44,000⁰⁰)

AURORA COURT SERVICES BID: Aurora Court Services asphalt parking lot improvements and miscellaneous site work per the plans and specifications. The amount of the Aurora Court Services Bid is:

The lump sum of: Dollars (\$ 71,500⁰⁰)

ANIMAL CONTROL BID: Animal Control asphalt parking lot improvements and miscellaneous site work per the plans and specifications. The amount of the Animal Control Bid is:

The lump sum of: Dollars (\$ 53,000⁰⁰)

SECTION 2
UNIT COSTS

1. Unit Price No. 1: Labor, material, and equipment required for Special Excavation (including Haul Off):

The sum of: Sixty Dollars (\$ 60⁰⁰) per cu. yd.

Vendor shall indicate if rate can be held firm for year 2? YES NO (circle one)
Vendor shall indicate if rate can be held firm for year 3? YES NO (circle one)
Vendor shall indicate if rate can be held firm for year 4? YES NO (circle one)
Vendor shall indicate if rate can be held firm for year 5? YES NO (circle one)
If no, please indicate max cost increase for year 2: 3 %, 3: 3 %, 4: 3 % and 5: 3 %

2. Unit Price No. 2: Labor, material, and equipment required for Porous Granular Embankment:

The sum of: Sixty Dollars (\$ 60⁰⁰) per cu. yd.

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3. Unit Price No. 3: Labor, material, and equipment required for removal and replacement of sidewalk:

Vendor shall indicate if rate can be held firm for year 2? YES NO (circle one)
Vendor shall indicate if rate can be held firm for year 3? YES NO (circle one)
Vendor shall indicate if rate can be held firm for year 4? YES NO (circle one)
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If no, please indicate max cost increase for year 2: 3 %, 3: 3 %, 4: 3 % and 5: 3 %
The sum of: Twenty Dollars (\$ 20⁰⁰) per sq. ft.

4. Unit Price No. 4: Labor, material, and equipment required for removal and replacement of curb & gutter:

The sum of: One Hundred Dollars (\$ 100⁰⁰) per ln. ft.

Vendor shall indicate if rate can be held firm for year 2? YES NO (circle one)
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5. Unit Price No. 5: Labor, material, and equipment required for full depth removal and replacement HMA pavement patch (4" HMA over 12" CA6):

The sum of: Six Dollars (\$ 6⁰⁰) per sq. ft.

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Vendor shall indicate if rate can be held firm for year 3? YES NO (circle one)
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6. Unit Price No. 6: Labor, material, and equipment required for partial depth removal and replacement HMA pavement patch (4" HMA over existing stone base):

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7. Unit Price No. 7: Labor, material, and equipment required for 2" HMA grind and overlay:

The sum of: Three Dollars (\$ 3⁰⁰) per sq. ft.

Vendor shall indicate if rate can be held firm for year 2? YES ☒ NO (circle one)
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If no, please indicate max cost increase for year 2: 3 %, 3: 3 %, 4: 3 % and 5: 3 %

8. Unit Price No. 8: Labor, material, and equipment required to install Tensar Triax TX160 geogrid:

The sum of: Two Hundred Dollars (\$ 200⁰⁰) per sy.

Vendor shall indicate if rate can be held firm for year 2? YES ☒ NO (circle one)
Vendor shall indicate if rate can be held firm for year 3? YES ☒ NO (circle one)
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Additional services and work may be negotiated and approved by Kane County Building Management.

AWARD:

It is the intention of Kane County to make a multiple or single award to the lowest responsive and responsible bidder meeting specifications. **The County reserves the right to determine the lowest responsive responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County.**

MULTIPLE AWARDS:

The County reserves the right, in its sole discretion, to award more than one contract as a result of this solicitation. Multiple Awards will ensure that the full breadth of the afore-described services fulfill current and future needs. The number of awards shall be based upon the risk associated with awarding only one contract; the anticipated need; and the nature of the service. The additional administrative costs associated with awarding more than one contract will also be considered in this determination. The bidder(s) whose response(s) affirmatively meet the requirements of this Invitation to Bid and provides the best overall value will be eligible for a contract award.

The actual utilization of any contract awarded will be at the sole discretion of the County, in order of the vendor's bid amount and their availability. The fact that the County may make multiple awards should be taken into consideration by each Offeror.

FUTURE WORK:

As projects arise during the term of this contract, the shortlisted firms will be sent requests for quotations to respond to. Project-specific vendors may be selected based on the lowest cost, availability to do the work, or their performance on past projects.

Selection will not be on a rotational basis. The selection process for each project will be outlined in each request for quotation.

BID BOND:

All bids must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than Five Thousand Dollars (\$5,000.00), or 5% of the total base bid.

Accompanying this Bid is a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond, complying with the requirements of the specifications, made payable to **KANE COUNTY**.

The amount of the check, draft or bond is Thirty Thousand (\$30,000⁰⁰).

Attach Bank Draft, Bank Cashier's Check, Certified Check or Bid Bond Here.

In the event that one check, draft or bond is intended to cover two or more bids, the amount must be equal to the sum of the bid guarantees of the individual sections covered.

SURETY: I have notified a Surety Company that I am submitting a bid for work to be performed on the project. The Surety Company has agreed to issue a performance and labor and material payment bond for my work, if my bid is accepted and the contract awarded to me.

**KANE COUNTY
OFFER TO CONTRACT FORM
BID 24-036-TS
Pavement Management Services**

Bid Due Date & Time: May 29, 2024 at 2:30 p.m. CST

To: County of Kane Purchasing Department
Kane County Government Center
Bldg. A, Room 211, 212 or 214
719 S. Batavia Ave.
Geneva, IL 60134


The following offer is hereby made to the County of Kane, Illinois, hereafter called the Owner.

Submitted By: Patriot Maintenance Inc.

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.
 - A. *The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.*
 1. *the Vendor has examined the Contractor Disclosure (Section 29) of the Instruction to Bidders, and has included or provided a certified document listing all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent.*
 - B. For purposes of this offer, the terms Offeror, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
 - A. All bid documents have been examined: Instructions to Bidder, Statement of Work, including the Specifications and the following addenda:
No. 1, No. 2, No. 3, (Contractor to acknowledge addenda here.)
 - B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations, as Vendor deems necessary.
 - C. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.

D. If the Prevailing Wage Act or Davis Bacon Act is required for the project, the responsive bidders must include with their bid a separate sheet showing trades to be employed and wage rates to be paid.

By signing this Bid, the Offeror hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE MUST SIGN THIS SECTION.**

Signature  Typed Signature Brian Niminski
Company Patriot Maintenance Inc.
Address/City/State 405 Washington Blvd, Mundelein, IL 60060
Phone # 847 409 7669 Fax # _____ E-mail Brian@patriotmaintenanceinc.com
Federal I.D./Social Security # 27-1817484 Date 5-28-24

ACCEPTANCE

The Offer is hereby accepted for the described **Pavement Management Services**.

The Vendor is bound to provide the services and materials listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specifications, amendments, and the vendor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number **24-036-TS**. The Vendor has been cautioned not to commence any billable work or to provide any supplies or services until said vendor receives a purchase order and or notice to proceed.

Corinne Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Date

VENDOR CERTIFICATION

This information is collected for reporting purposes only and will not have any influence on vendor selection. It is required by the State of Illinois. Please check any of the following boxes that apply to the ownership of your firm.

- | | |
|---|--|
| <input type="checkbox"/> Minority-owned Business (MBE) | <input type="checkbox"/> Veteran-owned Business Enterprise (VBE) |
| <input type="checkbox"/> Woman-owned Business (WBE) | <input type="checkbox"/> Service-Disabled Veteran-owned Business Enterprise (SDVBE) |
| <input type="checkbox"/> Business Enterprise Program (BEP) | <input type="checkbox"/> Veteran-owned Small Business (VOSB) |
| <input type="checkbox"/> Small Disadvantaged Business (SDB) | <input type="checkbox"/> Persons with Disabilities-owned Business Enterprises (PDBE) |
| <input type="checkbox"/> Kane County Local Business | <input checked="" type="checkbox"/> N/A – These categories do not apply to my business |

Please Note: It is required that you check at least one box.

Intergovernmental Pricing:

This OPTIONAL PARTICIPATION PROGRAM would be for the use of ANY TAXING BODY in Kane County who should choose to be a part of this program wherever their location, (within Kane County). All pricing, catalog, and product discounts will be extended to other Government entities that wish to participate.

Will you offer the same pricing to other Kane County municipalities that are not listed as participants within this bid document?

YES

NO (Circle One)

NOTE: The County of Kane will not be involved in the purchasing products/services specified within this bid document by any other intergovernmental unit (taxing body) that participates. The execution of a purchase contract, invoicing and payments would be entirely between the other intergovernmental units and the accepted Vendor. If the County of Kane accepts this bid, the procedure to handle joint purchases would be developed by the County of Kane and the awarded Vendor and then distributed to the other intergovernmental units by the Kane County Purchasing Department.

Name Brian Nilminski

Signature [Signature]

Company Patriot Maintenance Inc

Address 405 Washington Blvd, Mundelein, IL 60060

Phone# 847-409-7669 Fax # _____

Federal I.D./Social Security# 27-1817484 Date 5-28-24

JOINT PURCHASING AGREEMENT

Illinois revised statues, 1989, CH. 85, PAR. 1601 ET SEQ. (The joint purchases by governmental units act), authorizes certain local government units and non-for-profit workshops for the severely handicapped (as defined in Illinois Revised Statues, 1989, CH. 127, PAR. 132.7-01, meeting the requirements of CH. 85, PAR. 1602.2) to purchase personal property and supplies jointly. (30 ILCS 525/0.01) (from CH. 85, PAR. 1600) The Governmental Joint Purchasing Act. (Source: P.A. 86-1324.) (30 ILCS 525/1) (from CH. 85, PAR. 1601) Sec. 1. For the purposes of this Act, "government unit" means State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. (Source: P.A. 86-769).

(30 ILCS 525/2) (from CH.85, PAR. 1602(Sec. 2. (a) Any governmental unit may purchase personal property, supplies and services jointly with one or more other governmental units. All such joint purchases shall be competitive bids a provided in Section 4 of this Act. (Source: P.A. 87-960). Any authorized local unit of government or qualified workshop that may participate in this contract shall be responsible for issuing purchase orders direct to vendor, processing invoice vouchers and making payments due the vendor. Cash on delivery terms without the consent of the local governmental unit is prohibited. By submitting a bid, the awarded vendor agrees to extend all terms and conditions, specified and the quoted prices or discounts for the item(s) listed in this contract to all authorized local governmental units and qualified workshops.

REFERENCES
PAVEMENT MANAGEMENT SERVICES
For
KANE COUNTY BOARD, Geneva, Illinois

List below businesses or other organizations for which you have provided comparable services within the last three years:

Offeror's Name: Patriot Maintenance Inc.

1. Organization: Lake County Housing Authority
Address: 33928 US Rte 45
City, State, Zip Code: Grayslake, IL 60030
Telephone Number: 847-223-1170
Contact Person: Norma Carlson
Description of Project: Paving Date of Project 2023
E-mail Address: _____
2. Organization: Gurnee Park District
Address: 4374 Old Grand Ave
City, State, Zip Code: Gurnee, IL
Telephone Number: 847-623-7788
Contact Person: Kraig Owens
Description of Project: Paving Date of Project 2024
E-Mail Address: _____
3. Organization: Waukegan Park Dist
Address: 1324 Golf Rd
City, State, Zip Code: Waukegan IL 60087
Telephone Number: 847-360-4500
Contact Person: Kristy De Boer
Description of Project: Paving Date of Project 21, 22, 23, 24
E-Mail Address: _____
4. Organization: Hoffman Estates Park Dist
Address: 1685 Higgins Rd
City, State, Zip Code: Hoffman Estates, IL
Telephone Number: 847-885-7500
Contact Person: Dustin Hugen
Description of Project: Paving Date of Project 21, 22, 23
E-Mail Address: _____

RESPONSIBLE BIDDER REQUIREMENTS FORM

To be completed by Contractor/Subcontractor

Project Description: Pavement Management Contract Number: 24-036-TS

Business Name: Patriot Maintenance Inc
Business

Address: 405 W. Washington Blvd, Mundelein, IL 60060

Contact Person: Brian Nimiński

Phone: 847-409-7669 E-mail: Brian@patriotmaintenanceinc.com

Contractor and all subcontractors shall complete this Responsible Bidder Requirements Form ("Form") and submit supporting documentation as required pursuant to Kane County Ordinance No. 23-340. Contractor must submit this Form and all related evidence with its bid. Contractor shall be responsible for providing this Form to all subcontractors who will perform work on the project. All subcontractors' Forms and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements set forth in Kane County Ordinance No. 23-340 is grounds for the County of Kane to determine that a submission is incomplete, which may result in a determination that Contractor is not a responsible bidder.

For the remainder of this Form, "Contractor" refers to the general contractor and all subcontractors. Each item must be answered. If the question is not applicable, answer "NA." If the answer is none, answer "none."

The certifications set forth in this Form and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

The undersigned Brian Nimiński, as President and
(Name) (Title)
on behalf of Patriot Maintenance Inc. having been duly sworn under
(Contractor)

oath certifies that:

Business Organization

The form of business organization of the Contractor is (check one):

☐ Sole Proprietor or Partnership
☒ Corporation

☐ LLC
☐ Independent Contractor (Individual)

If contractor/subcontractor is a corporation, indicate the state and the date of incorporation:

Illinois, 2009

Authorized to do business in the State of Illinois:

Yes ☒ No ☐

Describe supporting documentation attached:

Registered with Illinois Department of Revenue:

Yes ☒ No ☐

Describe supporting documentation attached (if "No," explain):

Registered with Illinois Department of Employment Security:

Yes ☒ No ☐

Describe supporting documentation attached (if "No," explain):

Tax liens or tax delinquencies

Any federal, state or local tax liens or tax delinquencies against the Contractor or any officers of the Contractor in the last five (5) years:

Yes ☐ No ☒

"No" means "not applicable." If "yes," describe lien/delinquencies and resolution: _____

Workers' Compensation

Contractor's employees who will perform work on the project are:

Covered under a current workers' compensation policy:

Yes ☒ No ☐

Properly classified under such policy:

Yes ☒ No ☐

Describe supporting documentation attached:

Prevailing Wage Compliance

Contractor has complied with all provisions of the Illinois Prevailing Wage Act and federal Davis-Bacon and related Acts, and all rules and regulations therein, for the past five (5) years:

Yes ☒ No ☐

Contractor has reviewed the applicable prevailing wage law, including the Illinois Prevailing Wage Act, and federal Davis-Bacon Act:

Yes ☒ No ☐

Contractor will pay the applicable prevailing wage rates:

Yes ☒ No ☐

Contractor will strictly comply with applicable prevailing wage laws:

Yes ☒ No ☐

Contractor has not been found by the Illinois Department of Labor to be in violation of the Illinois Prevailing Wage Act twice within the past three-year period.
("Yes" indicates compliance with the Act):

Yes ☒ No ☐

If the above answer is "No," list the date(s) of the Department's finding of a violation:

Substance Abuse

Contractor complies with the Substance Abuse Prevention on Public Works Projects Act by:

Attaching a written substance abuse program in effect for its employees that meets or exceeds the requirements of the Act; or:

Yes ☐ No ☐

Attaching applicable provision from a collective bargaining agreement in effect for its employees that deals with the subject matter of the Act.

Yes ☒ No ☐ Local ISO operators + Local ISO laborers

Employee Classification

Contractor's employees that will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances:

N/A ☐ Yes ☒ No ☐

Professional or Trade Licenses

Contractor will possess all applicable professional and trade licenses required for performing the Contract work:

Yes ☒ No ☐

Describe supporting documentation of such licenses:

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

Registered Apprenticeship Programs

Contractor participates in apprenticeship training programs approved by and registered with the United States Department of Labor applicable to each trade it will perform on the project:

Yes ☒ No ☐

Each program meets the requirement that a program has graduated at least five (5) apprentices in each of the past five (5) years :

Yes ☒ No ☐

Please attach documentation that evidences (i) Contractor's participation in applicable registered programs and (ii) that each program meets the graduation requirement.

Local ISO operators
Local ISO laborers

Safety & Health Activities

Contractor confirms that is has OSHA cards on file showing 10-hour or greater safety programs completed for all employees performing construction on project and who face hazards on the job:

Yes ☒ No ☐

Subcontractors

Contractor has disclosed the name and address of each subcontractor for whom the contractor has accepted a bid and/or intends to hire on any part of the project (Form A):

Yes ☒ No ☐

Contractor provided a Form to all of the above-referenced subcontractors:

Yes ☐ No ☐

Documentation Attached (Contractor must initial next to each item):

BA

Table A: Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project.

NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date the subcontractor commences work on the project.

BA **Table B:** Additional Information Required

BA

Certificate of Good Standing

(or other evidence of compliance with laws pre-requisite to doing business in the state)

BA

Illinois Department of Revenue registration

BA

Illinois Department of Employment Security Registration

BA

Evidence of participation is applicable to registered apprenticeship programs

BA

Evidence that each apprenticeship program meets the RBO graduation requirement

BA

Substance Abuse Prevention Program (or applicable provision from CBA in effect)

BA

Written Safety Policy Statement signed by company representative

BA

OSHA cards evidencing 10-hour or greater safety program, if requested

BA

Workers' Compensation Coverage

BA

Professional or Trade Licenses

Table A

Subcontractors who will Perform Work on the Project

Name	Address	Work to be Performed

Table B **Additional Information Required**

If required in the bid specifications, Contractor shall complete items I and/or II below:

I. Statement of past three (3) years' experience on public construction projects.

Public Body/ Project Name/Year	Reference Name/ Phone #	Original Price/ Final price	Subcontractors
See Previous Reference Page			

- II. List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

N/A

Date	Law	Determination	Penalty

CONTRACTOR VERIFICATION

I certify that I am authorized to execute this Contractor Verification on behalf of the Contractor set forth on page one (1), that I have personal knowledge of all the information set forth herein, and that all statements, representations, information and documents provided in or with this Form and attachments hereto are true and accurate and are submitted in compliance with the requirements of Kane County Ordinance No. 23-340. Failure to comply with all submission requirements set forth in Kane County Ordinance No. 23-340 is grounds for the County of Kane to determine that a submission is incomplete, which may result in a determination that Contractor is not a responsible bidder.

The Contractor shall report any change in any of the facts stated in this Form within fourteen (14) days of the effective date of such change by completing and submitting a new Form. Failure to comply with this requirement is grounds for the Contractor to be deemed a non-responsible bidder.



Signature of Authorized Officer

Brian Nilminski

Name of Authorized Officer (Print or Type)

President

Title

847-409-7669

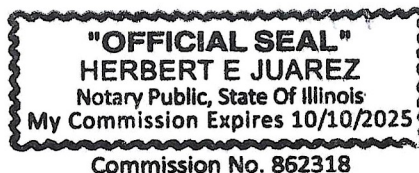
Telephone Number

Subscribed and sworn to

before me this 29 day of

MAY, 2024

Notary Public Signature & Seal



SUBCONTRACTOR VERIFICATION

I certify that I am authorized to execute this Subcontractor Verification on behalf of the Subcontractor set forth on page one (1), that I have personal knowledge of all the information set forth herein and that all statements, representations, information and documents provided in or with this Form and attachments hereto are true and accurate and are submitted in compliance with the requirements of Kane County Ordinance No. 23-340.

The Subcontractor shall report any change in any of the facts stated in this Form within fourteen (14) days of the effective date of such change by completing and submitting a new Affidavit. Failure to comply with this requirement is grounds for the project owner to withhold payment due for work performed.



Signature of Authorized Officer

Brian Ninkowski

Name of Authorized Officer (Print or Type)

President

Title

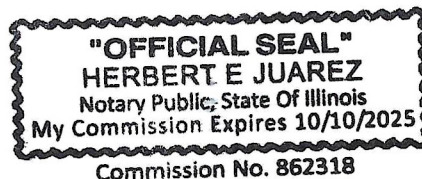
817-409-7669

Telephone Number

Subscribed and sworn to
before me this 29 day of

May, 2024


Notary Public Signature & Seal





CONTRACTOR DISCLOSURE

As of: 5/28/24, Patriot Maintenance Inc, to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12 month period.

Below is a list of shareholders or owners, with at least 5% holdings in Patriot Maintenance Inc

Brian Niminski 50%
405 Washington Blvd
Mundelein, IL 60060

Scott Niminski 50%
405 Washington Blvd
Mundelein, IL 60060

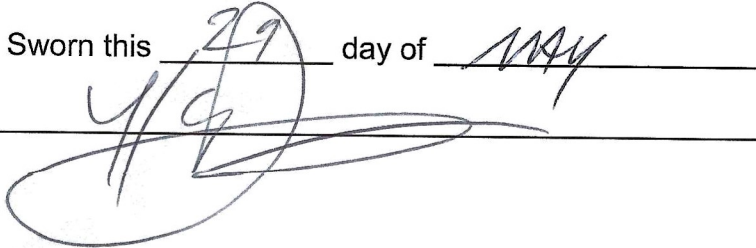


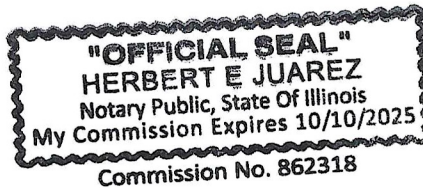
Officer
Title President

5/28/24
Date

Subscribed and Sworn this 29 day of MAY, 2024

Notary Public








5/28

FAMILIAL RELATIONSHIP DISCLOSURE

Patriot Maintenance Inc.

As of _____, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12 month period. "Familial Relationship" is defined in Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than \$30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

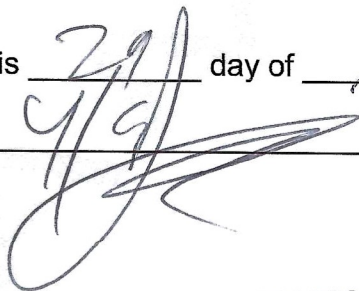


Officer
Title *President*

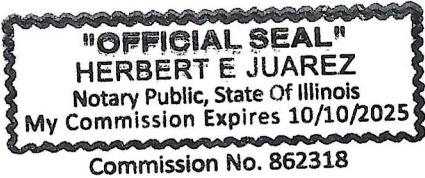
5/28/24

Date

Subscribed and Sworn this *29* day of *MAY*, 2024



Notary Public





RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing a Contract with Misfits Construction for the Construction of the Chisholm Trail Drainage Project for \$183,205

Committee Flow:

Development Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Jodie Wollnik – 630-232-3499

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$200,000
If not budgeted, explain funding source: n/a	

Summary:

This Resolution authorizes a contract with Misfits Construction for the construction of the Chisholm Trail Drainage Project

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

719 S. Batavia Avenue, Bldg. A
Geneva, Illinois 60134

Telephone: (630) 208-3803
Fax: (630) 208-5107



July 19, 2024

PROCUREMENT SYNOPSIS

Requesting Department: Water Resource Department
Procurement Name: Bid 24-046-TS Chisholm Trail Drainage Project
Recommended Vendors: ***Misfits Construction Company, Chicago, IL***

NOTIFICATION AND RESPONSE

Public Notices: Bidnet Direct and The Daily Herald

Advertising Date:	June 20, 2024	Notices sent/Plan Holders: 41/39
Proposal Due Date:	July 9, 2024	Proposals Received: 3

PURPOSE

This contract will provide improvements for Chisholm Trail located in Plato Township, north of Highland Avenue and west of Coombs Road. The following bids were received:

Vendor	Total Bid
Misfits Construction Company – Chicago, IL	\$166,550.00
EmerGian, Inc. – West Chicago, IL	\$171,000.00
Copenhaver Construction, Inc. – Gilberts, IL	\$225,559.00

Staff has reviewed all bids and determined that ***Misfits Construction Company of Chicago, IL*** will provide these services at the highest quality and value.

As stated in the solicitation document, the term of this agreement is (1) year, with no renewal periods

Staff reached out to companies that downloaded the solicitation document but chose not to submit a bid/proposal and found that the majority did not have the time and resources to complete the project in the timeframe outlined.

The Water Resources Department recommends awarding the Chisholm Trail Drainage Project contract to ***Misfits Construction Company of Chicago, Illinois*** pending approval by Committee and County Board.

Submitted By:
Tony Sperkowski
Tony Sperkowski
Buyer II

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

Karin Kietzman, CPPB
Director of Purchasing



719 S. Batavia Avenue, Bldg. A.
Geneva, Illinois 60134
Telephone: (630) 208-3803
Fax: (630) 208-5107

INVITATION TO BID

BID NUMBER: **24-046-TS – Chisholm Trail Drainage Project**

DATE: June 20, 2024

The County of Kane is accepting bids from experienced and qualified vendors for the Chisholm Trail Drainage Project. This is a prevailing wage bid.

This project will be funded by the American Rescue Plan Act. See Appendix A for additional requirements.

SUBMITTAL REQUIREMENTS: Bids must be submitted electronically by registering at <https://www.bidnetdirect.com/illinois/kanecounty>
Registration is free to all vendors.

- Signed Offer to Contract Form
- References
- Certificate of Insurance
- 5% Bid Bond
- 100% Performance Bond (upon award)
- Contractor Disclosure Statement/Vendor Certification (upon award)
- Familial Disclosure Statement (upon award)
- **Prevailing Wage Required**
- **Responsible Bidder Ordinance Documentation**

SUBMISSION DATE & TIME: **July 9, 2024 at 2:30 p.m. CST**
Bids received after the submittal time will be rejected.

CONTACT PERSON: Tony Sperkowski
purchasing@co.kane.il.us

DISCLAIMER: TO THE EXTENT THAT YOU HAVE OBTAINED THESE BID DOCUMENTS FROM A SOURCE OTHER THAN BID NET DIRECT, PLEASE BE ADVISED THAT THESE BID DOCUMENTS MAY NOT INCLUDE ALL UPDATES, INCLUDING, BUT NOT LIMITED TO, ADDENDUMS, CLARIFICATIONS, AND DUE

DATE EXTENSIONS. FOR ALL UPDATES TO BID DOCUMENTS, PLEASE VISIT
[HTTPS://WWW.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY](https://www.bidnetdirect.com/illinois/kanecounty)

ALL QUESTIONS PERTAINING TO THIS BID AND/OR THE SCOPE OF SERVICES SHOULD BE DIRECTED TO THE PURCHASING OFFICE AS LISTED ON THE COVER SHEET **NO LATER THAN , JUNE 27, 2024 AT 4:00 P.M.,** FAX AND E-MAIL ACCEPTED. FAX to (630) 208-5107 or E-mail: PURCHASING@CO.KANE.IL.US

ADDITIONAL INFORMATION

[Microsoft Word - Table of Contents.doc \(illinois.gov\)](#)

**INSTRUCTIONS TO BIDDERS
COUNTY OF KANE
COMPETITIVE SELECTION PROCEDURE - BID
TERMS AND CONDITIONS**

1. **AUTHORITY.** This Invitation for Bid is issued pursuant to applicable provisions of the Kane County Purchasing Ordinance.
2. **BID OPENING.** Electronic bids will be received at the Kane County Purchasing Department until the date and time specified at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in the transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the County of Kane Purchasing Department. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The County of Kane reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, the County has one hundred twenty (120) days to accept. The County may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.

Kane County reserves the right to compare pricing submitted to any and all known national joint purchasing cooperatives in order to obtain the lowest pricing available in the current market place for this contract award. The list of joint purchasing cooperatives is not all inclusive and may include other joint purchasing cooperatives Kane County is not currently aware of at the present time. Kane County reserves the right to award a contract to the lowest responsive, responsible vendor for said product or service after reviewing all joint purchasing cooperative pricing available for Kane County to participate in their program.

State of Illinois Central Management Services (CMS)
Omnia Partners (formerly US Communities & National IPA)
Sourcewell

7. **INCURRED COSTS.** The County will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.
8. **AWARD.** It is the intent of the County to award a contract to the lowest responsive responsible bidder meeting specifications. The County reserves the right to determine the lowest responsive responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. The Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.
9. **PAYMENT.** The County of Kane requests all payments being made to vendors be done as direct deposits through an Automated Clearing House (ACH). All vendors being awarded a contract shall complete an authorization agreement form prior to award. The ACH form and information on this program can be located on the County's Web site under Vendor Information on the Finance Department page.

PAYMENT (MANDATORY INVOICE SUBMISSION GUIDELINES). The successful bidder or bidders must conform to modified and mandatory invoice submission guidelines. Under **no** circumstances will vendor submitted invoices be cleared for payment that are not in full compliance with this invoice submission standard. Any invoice not meeting the explicit submission guidelines below will be returned to the vendor and will remain unpaid, until such time a new, conforming invoice is presented for review. **Under no circumstances will Kane County pay or be subject to any additional fees, penalties, or incurred costs as a result of vendor invoice submission failures.** *Any and all* submitted invoice packages **must** contain the following four (4) components to be considered eligible for payment:

1. Formal invoice with all rates (labor, materials, OT, DT) clearly listed. This invoice must show compliance with any and all agreed-upon rates.
2. Written quotation for all work being performed under this particular invoice. This "quote" must be dated within 120 days of the invoice submission, *properly submitted in arrears*.
3. Written authorization from the using department to commence this work. *Any and all* work must demonstrate that formal approval has been given for an invoice to be considered both payable and valid. No invoice can be paid without clear evidence of authorization, from an approved point of contact within the using department.
4. If the project under invoice requires materials, then we must also be given materials purchase orders, which demonstrate compliance with the contractual material mark-up rate. Vendors **without** materials on a particular invoice shall be required to include on company letterhead the following: "No materials were

purchased for the completion of this work under this invoice". *This can be sent on either a blank invoice form, or via company letterhead.*

PLEASE NOTE: ALL SUBMITTED VENDOR PACKAGES ARE AND BECOME THE PROPERTY OF KANE COUNTY. These materials are subject to formal scheduled, announced, unannounced, compliance, inter-governmental, or random audits, and may be audited by Kane County *at any time* within the effective dates of this contract, with or without notification to the vendor, *at the discretion of Kane County*. All vendors should be aware that in the event of serious or ongoing invoicing irregularities, Kane County may, and can invoke contractual termination clauses either with, in addition to, or separate from a formal declared breach of contract.

We expect and require your active compliance in terms of invoice submission and adherence to these guidelines.

10. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
11. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
12. **TAXES.** Kane County is not subject to Federal Excise Tax. Per certification provided by the State of Illinois Department of Revenue, Kane County is exempt from state and local taxes.
13. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.
14. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
15. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency of error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

16. **VARIANCES.** State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.

17. **INDEMNIFICATION.** The Vendor shall indemnify and hold harmless the County, its agents, officials, and employees, from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of granting the Contract.

Vendor agrees to save, hold harmless, defend and indemnify the County of Kane and its Officers, Agents, and Employees, from any and all liability or loss incurred by the County of Kane resulting from Vendor's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Vendor's performance of this contract and Vendor's violation of any of the terms and conditions of this Agreement, and from the Vendor's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Vendor's performance thereunder.

18. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Vendor, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Vendor with any or all losses incurred.

19. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Vendor's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Vendor promptly after rejection.

20. **WARRANTY.** Vendor warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Vendor warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Vendor or require correction or replacement of the item at the time the defect is discovered, all at the Vendor's risk and expense. Acceptance shall not relieve the Vendor of its responsibility.

Vendor expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the County, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Vendor agrees that these warranties shall run to Kane County, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

21. **REGULATORY COMPLIANCE.** Vendor represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Vendor shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
22. **EQUAL EMPLOYMENT OPPORTUNITY.** The equal employment opportunity clause required by the Illinois Human Rights Act is hereby incorporated by reference in all contract made by the County of and in all bid specifications therefore furnished by the County to all Vendors, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, pregnancy, or any other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment. We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, military status, sexual orientation, pregnancy or unfavorable discharge from military service. (Ordinance No. Res. No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; Res. No. 05-303, 9-23-05). State law references—Illinois Human Rights Act, 775ILCS 5/1-101 et seq.

23. **PREVAILING WAGE RATES**

WHEREAS, it is the policy of the State of Illinois as declared in "An ACT regulating wages of laborers, mechanics and other workman employed in any public works by the State, County, City or any political subdivision or by any work under construction for public works" approved June 26, 1941, that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in a locality in which work is performed, shall be paid to all laborers, workmen and mechanics employed by and on behalf of any and all public body engaged in public works, exclusive of maintenance work. Responsive Bidders must include with their bid a separate sheet showing trades to be employed and wage rates to be paid.

The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website <http://www.state.il.us/agency/idol/> . Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also

available at the Kane County Purchasing Department, 719 Batavia Avenue, Rooms 211, 212, 214, Geneva, IL 60134.

Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. State Statutes regarding Prevailing Wage and the current wage rates are available online at www.state.il.us/agency/idol/rates/rates. The Prevailing Wage rate applies to the other participating Counties where the work is to be performed. You must retain payroll records for 5 years and make those records available for inspection by the County or the Illinois Department of Labor. You must submit monthly certification of payroll records.

A determination by the Illinois Department of Labor of debarment for violation of the Prevailing Wage Act shall result in the Contractor being automatically deemed non-responsible for the period of debarment without further proceedings by the County.

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus the amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and recordkeeping duties

CERTIFIED PAYROLL REQUIREMENTS ([Public Act 94-0515](#))

Effective September 1, 2020, the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (830 ILCS/130/1). All contractors and subcontractors completing work for Kane County pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal. In order to receive payment for work conducted for Kane County, contractors must provide the e-mail certification received from their IDOL submittal and any subcontractors working on the project with each of their pay requests.

The Employment of Public Workers on Public Works Act is active when there is excessive unemployment in Illinois and requires the employment of 90% of the employees on this project be Illinois residents 30 ILCS570/3.

24. **ROYALTIES AND PATENTS.** Vendor shall pay all royalties and license fees. Vendor shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the County harmless from loss on account thereof.

25. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois.

26. **ELIGIBILITY.** By signing this bid, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

DEBARMENT AND SUSPENSION. No contract may be awarded to parties listed on the federal governments Excluded Parties List System in the System for Award Management (SAM), on the State of Illinois' list of sanctioned persons maintained by the Agency's Office of Inspector General, or on the County's own list of parties suspended or debarred from doing business with the County.

Debarment is the process of determining that a contractor is ineligible to receive contract awards based upon a preponderance of evidence, usually a conviction. Debarment is usually three (3) years in length. The name of the debarred contractor may be published as ineligible on the System for Award Management (SAM), which is a website administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

Suspension is the process of determining that a contractor is ineligible to receive contract awards based upon adequate evidence, usually an indictment. Suspension is a temporary measure having a 12 month limit. It is usually used pending completion of an investigation or legal proceedings. The name of the suspended contractor will be published as ineligible on the System for Award Management (SAM), which is a website administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

27. **CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY**

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

- a) The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.
- b) Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Or – Combined Single Limit	\$1,000,000

- i) Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.
- c) Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:

Each Person for Bodily Injury	\$1,000,000
Each Occurrence for Bodily Injury	\$1,000,000
Each Occurrence for Property Damage	\$1,000,000
Or - Combined Single Limit	\$1,000,000

- d) Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.
- e) Umbrella Liability:
Aggregate Limits \$5,000,000

Vendor to furnish a copy of the Endorsement showing Kane County, as an additional insured on the General Liability and auto policies.

The Contractor shall cease operations on the project if the insurance is canceled or reduced below the required amount of coverage.

28. RESPONSIBLE BIDDER REQUIREMENTS

On August 8, 2023, the Kane County Board approved a Responsible Bidder Ordinance 23-340 which requires additional information and documentation from responders bidding on public works construction projects.

Included in this bid package is a Responsible Bidder Requirements Form. This document must be filled out and returned with the (bid/proposal). Failure to comply with all submission requirements set forth in Kane County Ordinance No. 23-340 is grounds for the County of Kane to determine that a submission is incomplete, which may result in a determination that Contractor is not a responsible bidder.

29. CONTRACTOR DISCLOSURE

- A. Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit. Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors' corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.
- B. All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:
- (a) Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;
 - (b) Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.
 - (c) Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.
 - (d) A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as

to the intended use or purpose for which it seeks County Board or other county agency action.

- C. All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.
- D. Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.
- E. Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, County Board approval or other County action in behalf of the applicant failing to comply voidable at the option of the County Board or other County agency involved upon the recommendation of the County Board Chairman or the majority of the County Board.

30. COMMUNICATION DURING THE PROCUREMENT PROCESS

In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the solicitation process. Therefore, from the issue date of any solicitation until the due date of the solicitation, all request for clarification or additional information regarding the solicitation, or contact with County personnel concerning this solicitation or the evaluation process must only be through the Purchasing Department staff. Inquiries will be collected by the Purchasing Department staff who will then submit the inquires to the Department Head responsible for the procurement. Responses by the Department Head to the inquires will be submitted to the Purchasing Department staff who will then distribute the responses to all vendors responding to the solicitation. In this way it will be assured that all vendors participating in the process will be receiving the same information. No contact regarding this solicitation with other County employees, agents of the County or elected officials is permitted unless expressly authorized by the Purchasing Director. A violation of this provision is cause for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

31. ILLINOIS NON-APPROPRIATION CLAUSE:

A forfeit clause is provided pursuant to the Illinois Non-Appropriation Clause of funds for government entities that if funds or budgets are not approved, service may be cancelled. No early cancellation penalties will be assessed, but the customer must be given 30-day notice of intent to cancel.

32. TERMINATION FOR CAUSE:

This Contract may be terminated by the County at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Contract is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Contract shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this Contract is terminated due to the County's substantial failure to perform, the Contractor shall be paid for labor and expenses incurred to date, subject to setoff for any damages, losses or claims against the County resulting from or relating to Contractor's performance or failure to perform under this agreement.

In the event of termination by the County upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Contractor for services rendered through such phase shall constitute total payment for services. In the event of such termination by the County during any phase of the Basic Services, the Contractor will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase.

In the event of any such termination, the Contractor also will be reimbursed for the charges of independent professional associates and contractors employed by the Contractor to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute. Reimbursable expenses mean the actual expenses incurred by the Contractor or the Contractor's independent professional associates or contractors, directly or indirectly in connection with the Project.

33. LITIGATION:

Vendors are required to disclose if they have been a party to any lawsuits or arbitration proceedings involving their services within the last five years. Provide status or outcome of any such proceedings disclosed.

34. HOLIDAY SCHEDULE:

Kane County is closed for business on the following holidays: New Year's Day; Martin Luther King, Jr. Day; Lincoln's Birthday, Washington's Birthday, Spring Holiday, Memorial Day, Juneteenth, Independence Day; Labor Day, Columbus Day; Veteran's Day, Thanksgiving Day, Day following Thanksgiving Day, Christmas Day.

35. COMPLAINT AND DISPUTE RESOLUTIONS:

The vendor and/or his supervision shall meet with County staff as needed to discuss any problems, complaints, needs, service adjustments, and/or mutual areas of concern.

The Vendor shall faithfully perform all work as set forth in these specifications for Kane County. If the Vendor fails to faithfully execute their work in accordance with the contract

and/or a dispute arises as to the quality and/or quantity of work completed, Kane County reserves the right to withhold authorization for payment of completed work until such time that performance has been improved upon, or the dispute resolved. In instances where a dispute cannot be resolved by the Vendor and the Facilities Manager or other appointed designate, the dispute may be resolved by the Kane County Director of Purchasing.

36. BID DEPOSIT

BID SECURITY (ELECTRONIC)

When noted in the specifications, bids must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than Five Thousand Dollars (\$5,000.00) or five (5%) percent of the amount of the Bid, or according to the schedule as provided. A scanned copy should be submitted with the E-Bid response.

During the bid review process, the County may require a bidder to submit the original bid security to confirm authenticity.

37. EXECUTION OF A PERFORMANCE BOND, PAYMENT BOND & LABOR AND MATERIALS BOND

When noted in the specifications, the County reserves the right to require the successful bidder to supply a Performance Bond, Payment Bond and a Labor and Materials Bond within ten (10) calendar days of acceptance of the Vendor's bid by the County. The bonds, unless otherwise specified by the Director of Purchasing, shall be 100% of the total contract price.

38. FAILURE TO FURNISH BOND

In the event that the Vendor fails to furnish the abovementioned bonds within ten (10) calendar days after acceptance of the bid by the County, then the bid deposit of the bidder shall be retained by the County as liquidated damages, it being now agreed that said sum is a fair estimate of the amount of damages that said County will sustain due to the Bidder's failure to furnish said bonds.

39. PROPRIETARY INFORMATION

Under the Illinois Freedom of Information Act, all records in the possession of Kane County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exception is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The County will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted

copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception

40. SECURITY (GENERAL): A portion of the work will be performed within secured areas.

- A. If requested, the Contractor shall submit to a Criminal History and Background Check for all their employees and subcontractor employees who may be working at the job-site for security reasons.
- B. The Contractor will provide the County with a complete list of all persons employed that might work at the specified securing buildings. Only those persons will be allowed to work within the secured areas. All personnel authorized to work within secured areas may be subject to fingerprinting, a criminal security check performed by the County, and/or Criminal Justice Level 4 Security Training and Certification. The County may issue temporary identification cards, which will be kept by County's security personnel and issued and collected on a daily basis.
- C. The County will require the Contractor to remove any worker who has been convicted of a felony, who is a family member of an inmate, or who violates any provision of this bid.
- D. Work being performed within certain areas may require an escort provided by the County. These areas shall not be entered into without a County escort. Work within these areas may be restricted to spaces that need to be observed by the County's escort.
- E. All tools and equipment taken into a secured area shall be listed in a manifest with copies provided to County's security personnel. All tools and equipment shall be accounted for at the close of each day. All changes to the inventory shall be addressed by changing the manifest. The Contractor is responsible for proper storage of tools and equipment when in a secured area. Report all broken tools and equipment to the County's security personnel.

SECURITY (ADULT JUSTICE CENTER):

General.

- F. The Contractor and the County understand that adequate security services are necessary for the safety of the agents, employees and subcontractors of the Contractor, as well as for the security of Inmates and Facility staff. The County will provide security services sufficient to enable the Contractor and its personnel safely to provide services called for hereunder.

List of All Persons Names Employed on Project.

- G. The County and the Sheriff shall receive a list of the names of all the people that will be employed by the Contractor on this project. Aside from the names, the contractor shall also supply the individuals' sex, race, date of birth, and driver's license number and driver's license state.
- H. The County and the Sheriff shall reserve the right to run complete criminal background history checks on all people assigned to the project and who will be working inside of the Adult Justice Center. The criminal background history checks shall include, but not be limited to the following:
 - I. Check of wants and warrants in Illinois
 - J. Check of wants and warrant through the National Computer System (NCIC)
 - K. Check of Computerized Criminal History (CCH)

- L. If requested to do so, all employees of the contractor and subcontractor assigned to this project shall be requested to submit to supplying a complete set of fingerprints if requested by the County or the Sheriff. **Employees of the Contractor and Subcontractor assigned to this project may be requested to submit to a drug test if requested by the County or the Sheriff.**
- M. The County or the Sheriff reserves the rights not to allow employees of the Contractor or any Subcontractor onto the premises should a criminal background check reveal a positive response.
Transportation Off-Site.
- N. County and Sheriff will provide security as necessary and appropriate in connection with the transportation of any Inmate between the Facility and any other location for off-site services as contemplated herein.

CRIMINAL BACKGROUND HISTORY CHECKS.

- O. Contractors acknowledges that the “Adult Justice Center” is located in the public building and subject to security procedures and that the Adult Justice Center or other Kane County facility security takes precedence over the rights of the Contractors or Licensee.
- P. The County will be running criminal background history checks on all personnel assigned to this contract that will be or could be working inside any of the Kane County government buildings. The criminal background checks and all cost associated with the inquiries will be the sole responsibility of the County. Whenever a new employee is assigned to the County, a background check shall be run by the County before the employee may start work.
 - 1. The criminal background history checks will include, but are not limited to the following:
 - a. Check of wants and warrants in Illinois.
 - b. Check of wants and warrants through the National Computer System (NCIC).
 - c. Check of Computerized Criminal History (CCH).
 - 2. If requested to do so, any employee of the Contractors assigned to this project will submit to be finger printed by the County.
 - 3. The County of Kane reserves the right not to allow personnel of the Contractors onto any County premises if a criminal background check reveals a positive response.
 - 4. At no time will the Contractors be able to employ personnel to work in any County building, without prior approval from Kane County.

Joint Purchasing Program Initiative:

All public agencies as defined by the Illinois Governmental Joint Purchasing Act, as well as not-for-profit agencies that qualify under Section 45-35 of the Illinois Procurement Code, are eligible to participate in joint purchasing programs.

ILL COMP. STAT. ANN §220/2. Definitions for the purpose of this Act: The term “public agency” shall mean any unit of local government as defined in the Illinois constitution of 1970, any school district, any public community college district, any public building commission, the State of Illinois, any agency of the state government of the United States, or of any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the agency created by the agreement.

Kane County wants to expand on the current benefits of intergovernmental cooperation on a regional basis. The goal of Kane County Purchasing is to combine the resources and purchasing power of governments and not-for-profit entities to negotiate the most favorable contract terms in order to obtain the best quality products and services at the lowest prices. By purchasing through Kane County Joint Purchasing Contracts, participants will save both time and money by not having to duplicate the formal bidding and request for proposal solicitation process.

Illinois statutes, 525/2 from Ch. 85, par. 1602 (Governmental Joint Purchasing Act), authorizes that any governmental unit may purchase personal property, supplies and services jointly with one or more other governmental units. All such joint purchases shall be by competitive solicitation as provided in Section 4 of this Act.

**SCOPE OF WORK
For
Chisholm Trail Drainage Project**

OVERVIEW:

The County of Kane is accepting bids from qualified and experienced Vendors for Chisholm Trail Drainage Project This is a prevailing wage bid.

GENERAL

These Special Provisions supplement the Standard Specifications. In case of any conflict the Special Provision shall precede and govern. The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction" (Standard Specifications), adopted January 1, 2022.

The County of Kane has a limited amount of funds available to complete this project. Therefore, the Contractor is herein notified that the County of Kane reserves the right to add or delete items and delete sections of the improvements from this Contract as deemed necessary. The aforementioned deletions or additions shall not alter the contract unit prices.

The Contractor shall provide a list of the intended source of materials and the intended Subcontractors to be used for the project. THE COUNTY OF KANE SHALL APPROVE ALL SUB-CONTRACTORS TO BE USED ON THE PROJECT AND RESERVES THE RIGHT TO REJECT THE USE OF ANY SUBCONTRACTOR DUE TO PAST PERFORMANCE or THE APPARENT INABILITY TO PROPERLY PERFORM THE WORK REQUIRED.

All work on this project is to be completed 90 days after the Notice to Proceed is issued. Should the Contractor fail to obtain any of the milestone completion dates within the time stipulated or within such extended time as may have been allowed, the Contractor shall be liable to the County of Kane in the amount of \$1000 per calendar day. This is not as a penalty but rather liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed.

Payments will be made to the Contractor on a monthly basis and in accordance with the work completed. Lien waivers will be required from the Contractor before final contract payment will be made by the County. Ten percent retainage will be withheld from each pay estimate due to the Contractor until substantial completion. After substantial completion, the Contractor may request a reduction in the retainage to 5%. The County, at its discretion, may decrease the retainage to 5% or maintain the retainage at 10% depending upon the work remaining and punchlist items required for contract completion.

From the date of final payment, the County of Kane shall have a one-year maintenance warranty on all work under this Contract. The Contractor shall secure a maintenance bond for this purpose for 10% of the awarded Contract amount or request that the County hold the retainage from the final payment (minimum of 5%) for the 1 year period. Plato Township Road District will be patching the roads and driveways. Any previously

disturbed areas where settlement occurs during the contract maintenance period shall be repaired by the contractor. No additional compensation will be allowed for this work, within the one (1) year warranty period.

Construction activities shall be limited to the hours between 7:00 a.m. and 5:00 p.m. each working day. No work is to be performed on Sunday and holidays observed in the State of Illinois. However, work may be performed on Saturdays if allowed by the Engineer. A forty-eight hour written notice must be submitted and approved. A work-schedule for the day must also be submitted for approval along with the intended start-time and stop-time. **Any day that work is not allowed heavy equipment shall NOT be started, cleaned, serviced, removed from or dropped off on the job site.**

The Contractor shall designate, at the Preconstruction conference, the employee to be assigned as Project Superintendent. The Project Superintendent, at the time of the pre-construction meeting shall supply the County of Kane with two telephone numbers by which he or she can be contacted in cases of emergency or when otherwise necessary. The Project Superintendent shall be required to assume the responsibility for general supervision of the Contractor and Subcontractors' operations. THE COUNTY OF KANE RESERVES THE RIGHT TO REJECT ANY PROJECT SUPERINTENDENT, FOREMAN OR OTHER DUE TO PAST PERFORMANCE, CONFLICTS OR THE INABILITY TO PROPERLY PERFORM THE WORK REQUIRED. The Project Superintendent and the Engineer shall work together to properly control and complete the work for the proposed improvements. The Engineer shall be provided 72 hours' notice of all work items requiring inspection or verification of layout. The Engineer will mark all pay items slated for removal & replacement prior to their removal, and shall be called by contractor for inspection and approval of same before it is replaced. No payment will be made for any item of work, which has not been field measured, marked, inspected and approved by the Engineer. No additional payment will be made for removal and/or replacement beyond field markings or the limits shown on the plans, unless specifically authorized by the Engineer.

Any increase or decrease of any quantity in this contract will be done so at the unit price of that item. If an increase in any quantity will cause the Contractor not to be able to finish the project within the previously specified timeframe additional time will be allowed by the Engineer. However, this additional time will only be allowed to complete the additional work, unless the additional work becomes a controlling item of another item in the contract.

Any excess material that needs to be removed shall become the property of the Contractor and shall be his responsibility to remove from the site. The disposal of waste material shall be made at a site that complies with the regulations of the Illinois Environmental Protection Agency and in accordance with Public Act 96-1416, if applicable. The Contractor shall comply with the applicable rules and guidelines governing removal of material.

The Contractor shall verify all measurements and identify materials and other conditions affecting the work before proceeding with the work. All required permits and fees for the project shall be the responsibility of the Contractor and shall be satisfactorily obtained by the contractor so as not to cause any delay to the project.

LOCATION OF IMPROVEMENTS

The project is located in Plato Township, north of Highland Avenue and west of Coombs Road

CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY

In addition to listing Kane County as additional insured as per the Instruction to Contractors, the contractor and all subcontractors shall also list: Huddleston-McBride Drainage Company and Plato Township Road District, Tom & Laura Adamczyk 13N654 Gunpowder, Michelle Kopetsky Trustee 39W176 Chisholm, and Andrzej Ambrosik 39W198 Chisholm.

SP-1 INCIDENTAL CONSTRUCTION

The Contractor shall perform all work indicated or implied in the Contract Documents. All work not specified, but required to complete the project in a satisfactory manner, shall be performed by the Contractor. All items of work not listed in the Bid Items shall be considered as incidental work to the Contract and no additional compensation will be allowed.

SP-2 CONSTRUCTION LIMITS

The Contractor shall confine his work to the area shown on the plan sheet. Any damage outside of the limits described above shall be repaired at the Contractor's expense. Special care shall be taken to locate the wells and septic systems on the individual properties. No vehicles or traffic shall be allowed in these areas.

SP-3 ACCESS

Access to the site other than the approved route shall be by written agreement with the landowner. Any fencing removal required for access shall be replaced in kind at no additional compensation. Contractor vehicles and equipment and supplies shall be stored at approved staging areas. Any damage resulting from the moving of equipment or materials shall be the sole responsibility of the Contractor. The Contractor shall not block traffic on public rights of way and shall provide appropriate IDOT and KDOT signage for vehicles entering and leaving the site. Public roadways shall be kept free of debris and posted weight limits respected.

SP-4 ROAD AND DRIVEWAY CLOSURE NOTIFICATION

The Contractor shall not close any road or driveway without prior notification and consent of the County and shall provide at least twenty-four (24) hours' notice to the affected motorists, residents, and businesses. Any road or driveway closed during working hours, in the event of an emergency the Contractor shall provide immediate access to closed driveways, roads or traffic lanes.

SP-5 TRAFFIC CONTROL AND PROTECTION AND PUBLIC CONVENIENCE AND SAFETY

In addition to the requirements of Article 107.09 of the Standard Specifications, the CONTRACTOR shall maintain entrances to the proposed improvement. Interference with traffic movements and inconvenience to owners of abutting property and public shall be kept to a minimum. Any delays or inconveniences caused the CONTRACTOR by complying with these requirements shall be considered as incidental to the contract, and no additional compensation will be allowed.

The CONTRACTOR shall ensure that all barricades will be removed from the pavement during non-work hours. During all construction operations, the CONTRACTOR will be required to provide, erect and maintain proper signage and barricades plus provide flagmen as necessary for safe traffic control.

All provisions relating to traffic control, signage, barricades and the use of flagmen shall be subject to the approval and the direction of the LOCAL SPONSOR and ENGINEER. The CONTRACTOR will be required to provide all warning signs, barricades, traffic cones, flagmen and other appurtenances as the ENGINEER deems necessary to guarantee the safety of motorists and pedestrians during construction.

All labor, materials, and equipment required to satisfy the conditions stated herein shall be considered as included in the contract bid prices and no extra compensation will be allowed.

The CONTRACTOR shall attempt to stage construction so that there are no open excavations left overnight. If open excavation is necessary, proper fencing and signage shall be erected to guarantee the safety of residents.

Traffic Control and Protection shall be incidental to the contract.

SP-6 STREET CLEANING

Special attention shall be paid to Section 107.15 of the Standard Specifications. If the CONTRACTOR fails to clean the pavement adjacent to the section under construction to the satisfaction of the ENGINEER at any time during the contract, the ENGINEER will notify the CONTRACTOR at which time the CONTRACTOR will have 4 hours to respond. If the CONTRACTOR fails to respond within 4 hours, an amount of \$500.00 per incident will be deducted from any monies due the CONTRACTOR. The requirements to satisfy the conditions stated herein shall be considered as included in the contract bid prices and no extra compensation will be allowed. Sweeping, watering and dust control are considered incidental to the contract.

SP-7 MAINTENANCE OF EXISTING UTILITIES

The Contractor is responsible for interference with or damage to any existing utilities such as water mains, sewers, gas mains, cable, conduit, etc. and shall repair or replace the

same at his own expense. The Contractor shall contact JULIE to mark the location of underground utilities 48 hours prior to commencing the work. At the end of each working day, the Contractor shall insure that positive drainage is maintained and existing drainage systems are functional until the new system is operational. The requirements to satisfy the conditions stated herein shall be considered as included in the contract bid prices and no extra compensation will be allowed. The County shall be responsible for the cost of relocating existing utilities. In the event of conflicts between the existing and proposed utilities, the contractor shall notify the ENGINEER of the conflict.

SP-8 DISPOSAL OF MATERIAL

The CONTRACTOR shall dispose of all surplus, unstable and unsuitable materials and organic waste, including but not limited to soil, stone, concrete, logs, brush, wood chips, and other clearing debris, in such a manner that public or private property will not be damaged or endangered. All construction and demolition debris shall be disposed of in a licensed landfill, recycled, reused, or otherwise disposed of as allowed by State or Federal solid waste disposal laws and regulations and solid waste determinations of the IEPA. Disposal of all material shall be considered incidental to the contract.

SP-9 MOBILIZATION

Shall consist of the work necessary to move equipment and personnel to the project site for the establishment of temporary facilities necessary for the project and operations. Mobilization is considered to be incidental to the bid prices and no extra compensation is allowed.

SP-10 TREE AND BUSH TRIMMING, BUSH/SMALL TREE REMOVAL

Small tree and brush removal as well as clearing and grubbing, and tree trimming shall be included in the tree trimming allowance.

SP-11 ROAD AND DRIVEWAY CROSSING

This work shall consist of all materials, labor, sawcutting, and equipment necessary to remove and dispose of pavement as shown on the plans and encountered in the field. Pavement crossings shall be brought up to grade with trench backfill and stone to match existing pavement. The Plato Township Road District will be patching the pavement in fall of 2024. This work shall be considered incidental to the installation of the pipes, however, Trench Backfill shall be paid separately per cubic yard.

SP-12 POLYPROPYLENE HD STORM PIPE

This work shall consist of installation of new pipe as described on the plans. The price shall include all labor and materials including the pipe, wye and tee connections, non-shear couplings, washed gravel bedding as shown on the plan sheet. Excess material shall be hauled from the site.

This work shall be paid for at the contract unit price per linear foot of pipe installed.

SP-14 CATCHBASINS or MANHOLES

This work shall consist of constructing manholes, together with the necessary cast iron frames and lids, in accordance with Section 602 of the STANDARD SPECIFICATIONS, except as specified herein. All MANHOLES AND CATCH BASINS shall have a frame and grate or lid (casting). Castings shall not be paid for separately, but shall be incidental to the contract unit price per each for CATCH BASINS or MANHOLES, of the size specified. All excess material shall hauled from the site and shall be considered incidental to the contract price for CATCH BASINS or MANHOLES.

This work shall be paid for at the contract unit price per each for CATCH BASINS or MANHOLES, of the type and size specified, together with the specified frames and grates or lids.

SP-15 TRENCH BACKFILL

This work shall conform to Section 550.04 of the Standard Specifications, except as modified herein or on the plans. Trench Backfill shall be utilized within 2' of pavement and shall be compacted per the requirements of 550.04 and the Standards for Sewer and Watermain Construction (latest edition). All excess material shall be removed and disposed of in accordance with Article 202.03 and shall be considered incidental to the price of the pipe. All labor, material and equipment shall be included in the unit price cost for the pipe or culvert installed. Quantity shall be in accordance with the Standards for Sewer and Watermain Construction calculation and shall be per cubic yard.

SP-16 SURFACE GRADING

This work shall conform to the Standard Specifications for Road and Bridge Construction, except as modified herein or on the plans.

The surface ditch shall be re-graded as needed to provide positive surface flow. The disturbed area shall be leveled and final graded. The cost of surface grading shall be incidental to the pipe installation.

SP-17 SUMP PUMP/DRAIN TILE CONNECTIONS

This work shall consist of all materials, labor and equipment necessary to connect sump pumps or field tiles up to 4" in diameter and 15' in length into the new storm sewer as encountered in the field with the direction of the engineer.

This work shall be paid for at the contract unit price per each connection.

SP-18 SILT FENCE AND EROSION CONTROL

This work shall conform to NRCS Standards Details. The silt fence shall be maintained until a sufficient stand of grass is achieved as confirmed by the engineer. The contractor shall be responsible for removal of the silt fence upon stabilization. All labor, materials and equipment necessary to install, maintain and remove the soil erosion and sediment control measures shall be per linear foot of silt fence.

SP-19 CODY COURT SUMP CONNECTION

Once root plug is removed by others, reconnect 14N133 Cody Court to the drain line using solid pipe.

SP-20 LANDSCAPE RESTORATION IN CHISHOLM ROW

This work shall conform to Section 250 of the Standard Specifications for Road and Bridge Construction, except as modified herein or on the plans.

All required fine grading, spreading of topsoil and seed and blanket necessary for establishment of grass, to the satisfaction of the Engineer, shall be considered incidental to the contract price for Landscape Restoration. Three inches (3") of topsoil, either imported or separated and re-spread from the site, shall be provided.

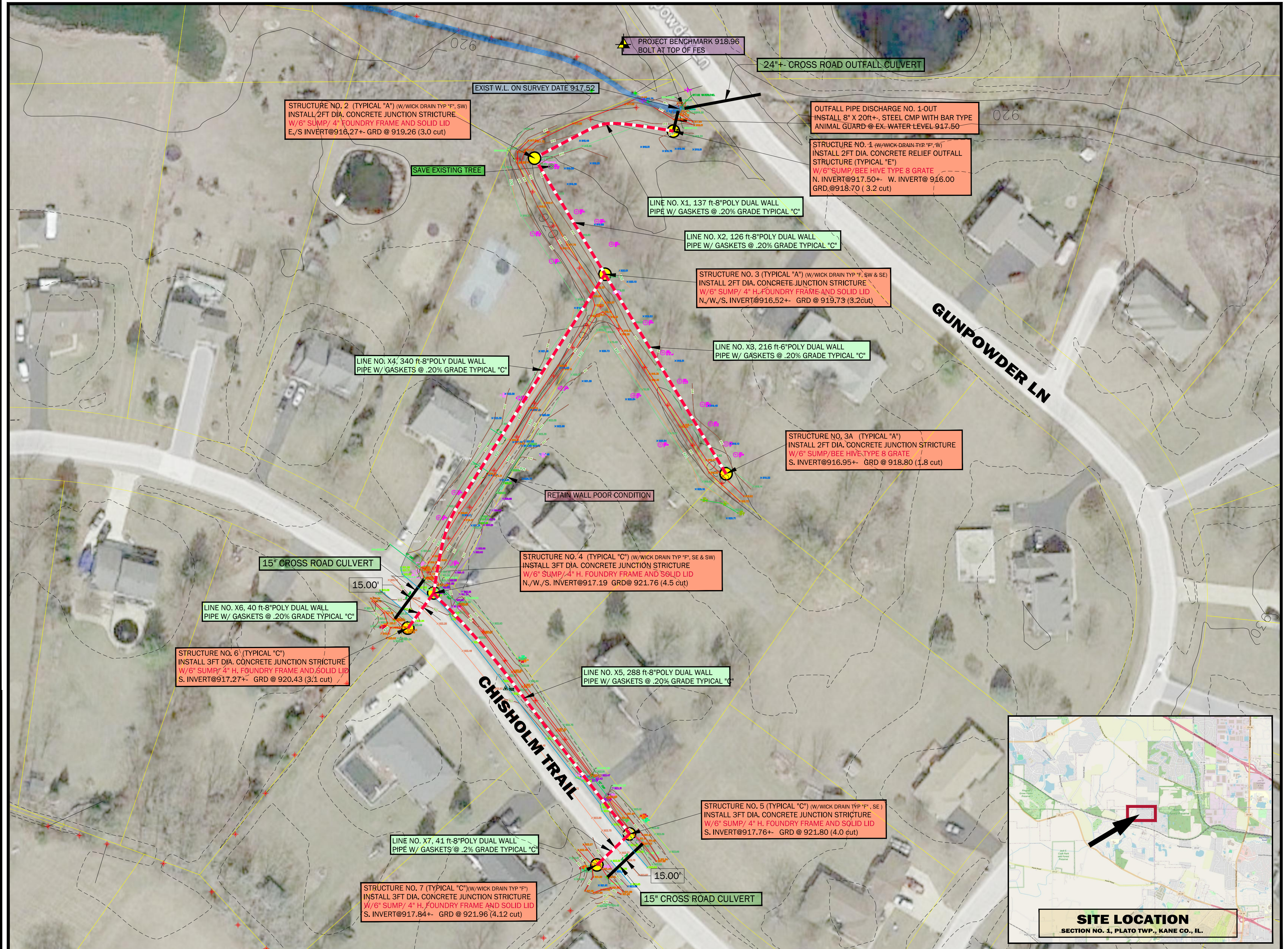
The work shall be paid for at the contract lump sum for Landscape Restoration, which price shall include all materials, equipment, and labor necessary to complete the work as specified. Landscape restoration on private property will be completed by the residents. Contractor shall fine grade the disturbed area in preparation to receive topsoil and seed.

LINKS TO SPECIAL PROVISION SUPPLEMENTS

Standard Specifications for Road and Bridge Construction

[Microsoft Word - Table of Contents.doc \(illinois.gov\)](#)

SECTION NO. 1, PLATO TWP., KANE CO., IL.



CHISHOLM TRAIL DRAINAGE PROJECT BID QUANTITIES

ITEM	DESCRIPTION	UNIT	QTY	UNIT COST	COST EXTENDED
1.	Tree trimming allowance	L.S.	1		
2.	Silt fence	LF	100		
3.	Road & Drive Sawcut and Stone to Grade	Each	4		
4.	Install 8" Polypropylene HD storm pipe w/ CA-7	LF	972		
5.	Install 6" Polypropylene HD storm pipe w/ CA-7	LF	216		
6.	Install 36" dia catch basin with wick drain, 6" sump	Each	4		
7.	Install 24" dia junction structure w/ wick drain, 6" sump	Each	3		
8.	Install 24" dia flow release structure w/ steel culvert	Each	1		
9.	Trench Backfill at road and drive crossings	CY	25		
10.	Sump Pump or Tile Connection into storm pipe	Each	5		
11.	Remove Dam on pond outfall ditch	LS	1		
12.	Landscape Restoration in Chisholm Trail ROW	LS	1		
	TOTAL BID AMOUNT				

AWARD:

It is the intention of Kane County to make a single award to the lowest responsive and responsible bidder meeting specifications.

BID BOND:

All bids must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than Five Thousand Dollars (\$5,000.00), or 5% of the total base bid.

Accompanying this Bid is a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond, complying with the requirements of the specifications, made payable to the **KANE COUNTY**.

The amount of the check, draft or bond is _____ (\$_____).

Attach Bank Draft, Bank Cashier's Check, Certified Check or Bid Bond Here.

In the event that one check, draft or bond is intended to cover two or more bids, the amount must be equal to the sum of the bid guarantees of the individual sections covered.

SURETY:

I have notified a Surety Company that I am submitting a bid for work to be performed on the project. The Surety Company has agreed to issue a performance and labor and material payment bond for my work, if my bid is accepted and the contract awarded to me.

**KANE COUNTY
OFFER TO CONTRACT FORM
BID 24-046-TS
Chisholm Trail Drainage Project**

Bid Due Date & Time: July 9, 2024 at 2:30 p.m. CST

To: County of Kane Purchasing Department
Kane County Government Center
Bldg. A, Room 211, 212 or 214
719 S. Batavia Ave.
Geneva, IL 60134

The following offer is hereby made to the County of Kane, Illinois, hereafter called the Owner.

Submitted By: _____

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.
 - A. *The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.*
 1. *the Vendor has examined the Contractor Disclosure (Section 29) of the Instruction to Bidders, and has included or provided a certified document listing all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent.*
 - B. For purposes of this offer, the terms Offeror, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
 - A. All bid documents have been examined: Instructions to Bidder, Statement of Work, including the Specifications and the following addenda:

No. _____, No. _____, No. _____, (Contractor to acknowledge addenda here.)
 - B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations, as Vendor deems necessary.
 - C. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.

By signing this Bid, the Offeror hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE MUST SIGN THIS SECTION.**

Signature _____ Typed Signature _____
Company _____
Address/City/State _____
Phone # _____ Fax # _____ E-mail _____
Federal I.D./Social Security # _____ Date _____

ACCEPTANCE

The Offer is hereby accepted for the described ***Chisholm Trail Drainage Project***.

The Vendor is bound to provide the services and materials listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specifications, amendments, and the vendor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number **24-046-TS**. The Vendor has been cautioned not to commence any billable work or to provide any supplies or services until said vendor receives a purchase order and or notice to proceed.

Corinne Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Date

VENDOR CERTIFICATION

This information is collected for reporting purposes only and will not have any influence on vendor selection. It is required by the State of Illinois. Please check any of the following boxes that apply to the ownership of your firm.

- | | |
|---|--|
| <input type="checkbox"/> Minority-owned Business (MBE) | <input type="checkbox"/> Veteran-owned Business Enterprise (VBE) |
| <input type="checkbox"/> Woman-owned Business (WBE) | <input type="checkbox"/> Service-Disabled Veteran-owned Business Enterprise (SDVBE) |
| <input type="checkbox"/> Business Enterprise Program (BEP) | <input type="checkbox"/> Veteran-owned Small Business (VOSB) |
| <input type="checkbox"/> Small Disadvantaged Business (SDB) | <input type="checkbox"/> Persons with Disabilities-owned Business Enterprises (PDBE) |
| <input type="checkbox"/> Kane County Local Business | <input type="checkbox"/> N/A – These categories do not apply to my business |

Please Note: It is required that you check at least one box.

Intergovernmental Pricing:

This OPTIONAL PARTICIPATION PROGRAM would be for the use of ANY TAXING BODY in Kane County who should choose to be a part of this program wherever their location, (within Kane County). All pricing, catalog, and product discounts will be extended to other Government entities that wish to participate.

Will you offer the same pricing to other Kane County municipalities that are **not** listed as participants within this bid document?

YES NO (Circle One)

NOTE: The County of Kane will not be involved in the purchasing products/services specified within this bid document by any other intergovernmental unit (taxing body) that participates. The execution of a purchase contract, invoicing and payments would be entirely between the other intergovernmental units and the accepted Vendor. If the County of Kane accepts this bid, the procedure to handle joint purchases would be developed by the County of Kane and the awarded Vendor and then distributed to the other intergovernmental units by the Kane County Purchasing Department.

Name _____

Signature _____

Company _____

Address _____

Phone# _____ Fax # _____

Federal I.D./Social Security# _____ Date _____

JOINT PURCHASING AGREEMENT

Illinois revised statutes, 1989, CH. 85, PAR. 1601 ET SEQ. (The joint purchases by governmental units act), authorizes certain local government units and non-for-profit workshops for the severely handicapped (as defined in Illinois Revised Statues, 1989, CH. 127, PAR. 132.7-01, meeting the requirements of CH. 85, PAR. 1602.2) to purchase personal property and supplies jointly. (30 ILCS 525/0.01) (from CH. 85, PAR. 1600) The Governmental Joint Purchasing Act. (Source: P.A. 86-1324.) (30 ILCS 525/1) (from CH. 85, PAR. 1601) Sec. 1. For the purposes of this Act, "government unit" means State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. (Source: P.A. 86-769).

(30 ILCS 525/2) (from CH.85, PAR. 1602)(Sec. 2. (a) Any governmental unit may purchase personal property, supplies and services jointly with one or more other governmental units. All such joint purchases shall be competitive bids as provided in Section 4 of this Act. (Source: P.A. 87-960). Any authorized local unit of government or qualified workshop that may participate in this contract shall be responsible for issuing purchase orders direct to vendor, processing invoice vouchers and making payments due the vendor. Cash on delivery terms without the consent of the local governmental unit is prohibited. By submitting a bid, the awarded vendor agrees to extend all terms and conditions, specified and the quoted prices or discounts for the item(s) listed in this contract to all authorized local governmental units and qualified workshops.

REFERENCES
CHISHOLM TRAIL DRAINAGE PROJECT
For
KANE COUNTY BOARD, Geneva, Illinois

List below businesses or other organizations for which you have provided comparable services within the last three years:

Offeror's Name: _____

1. Organization: _____
 Address: _____
 City, State, Zip Code: _____
 Telephone Number: _____
 Contact Person: _____
 Description of Project: _____ Date of Project _____
 E-mail Address: _____
2. Organization: _____
 Address: _____
 City, State, Zip Code: _____
 Telephone Number: _____
 Contact Person: _____
 Description of Project: _____ Date of Project _____
 E-Mail Address: _____
3. Organization: _____
 Address: _____
 City, State, Zip Code: _____
 Telephone Number: _____
 Contact Person: _____
 Description of Project: _____ Date of Project _____
 E-Mail Address: _____
4. Organization: _____
 Address: _____
 City, State, Zip Code: _____
 Telephone Number: _____
 Contact Person: _____
 Description of Project: _____ Date of Project _____
 E-Mail Address: _____

BID SUBMITTALS CHECKLIST

The undersigned Vendor acknowledged and verified that all required documents, statements, and all certificates meeting the County's requirements are included in their bid response. The vendor shall check the following required submittal items checklist to assure the completeness and in order for assembling of their bid response.

_____: SIGNED BID OFFER TO CONTRACT FORM with all supporting documents (pages 21-39), including the vendor bid form – stipulated sum from the project manual.

_____: VENDOR DISCLOSURE STATEMENT (See attached sample, a mandatory submittal if award of contract)

_____: VENDOR FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT
(See attached sample, a mandatory submittal if award of contract)

_____: RESPONSIBLE BIDDER ORDINANCE FORM.
(See attached form, a mandatory submittal if award of contract)

_____: PROOF OF CURRENT CERTIFICATE OF INSURANCE (Submit current coverages with bid response). The actual certificate of insurance that meets the County's requirements including naming the County of Kane, as a certificate holder and additional name insured with required policy endorsements shall be submitted before issuing of award and contract execution. (See attached sample, a required submittal if award of contract)

_____: REFERENCES & CONTACT INFORMATION

_____: ONE (1) ORIGINAL BID, MUST BE SUBMITTED ELECTRONICALLY THROUGH BIDNET DIRECT.

_____: *Bid Bond (5%) required with bid submittal. The awarded Vendor must furnish a Performance Bond if awarding the contract.*

Vendor/Agency: _____

Address/City/State: _____

Phone # _____ Email: _____

RESPONSIBLE BIDDER REQUIREMENTS FORM

To be completed by Contractor/Subcontractor

Project Description: _____ **Contract Number:** _____

Business Name: _____

Business

Address: _____

Contact Person: _____

Phone: _____

E-mail: _____

Contractor and all subcontractors shall complete this Responsible Bidder Requirements Form ("Form") and submit supporting documentation as required pursuant to Kane County Ordinance No. 23-340. Contractor must submit this Form and all related evidence with its bid. Contractor shall be responsible for providing this Form to all subcontractors who will perform work on the project. All subcontractors' Forms and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements set forth in Kane County Ordinance No. 23-340 is grounds for the County of Kane to determine that a submission is incomplete, which may result in a determination that Contractor is not a responsible bidder.

For the remainder of this Form, "Contractor" refers to the general contractor and all subcontractors. Each item must be answered. If the question is not applicable, answer "NA." If the answer is none, answer "none."

The certifications set forth in this Form and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

The undersigned _____, as _____ and
on behalf _____ (Name) _____ (Title)
of _____ having been duly sworn under oath
certifies that: _____ (Contractor)

Business Organization

The form of business organization of the Contractor is (check one):

☐ Sole Proprietor or Partnership
☐ Corporation

☐ LLC
☐ Independent Contractor (Individual)

If contractor/subcontractor is a corporation, indicate the state and the date of incorporation:

Authorized to do business in the State of Illinois: Yes ☐ No ☐

Describe supporting documentation attached:

Registered with Illinois Department of Revenue: Yes ☐ No ☐

Describe supporting documentation attached (if "No," explain):

Registered with Illinois Department of Employment Security: Yes ☐ No ☐

Describe supporting documentation attached (if "No," explain):

Tax liens or tax delinquencies

Any federal, state or local tax liens or tax delinquencies against the Contractor or any officers of the Contractor in the last five (5) years: Yes ☐ No ☐

"No" means "not applicable." If "yes," describe lien/delinquencies and resolution: _____

Workers' Compensation

Contractor's employees who will perform work on the project are:

Covered under a current workers' compensation policy: Yes ☐ No ☐

Properly classified under such policy: Yes ☐ No ☐

Describe supporting documentation attached:

Prevailing Wage Compliance

Contractor has complied with all provisions of the Illinois Prevailing Wage Act and federal Davis-Bacon and related Acts, and all rules and regulations therein, for the past five (5) years: Yes ☐ No ☐

Contractor has reviewed the applicable prevailing wage law, including the Illinois Prevailing Wage Act, and federal Davis-Bacon Act: Yes ☐ No ☐

Contractor will pay the applicable prevailing wage rates: Yes ☐ No ☐

Contractor will strictly comply with applicable prevailing wage laws: Yes ☐ No ☐

Contractor has not been found by the Illinois Department of Labor to be in violation of the Illinois Prevailing Wage Act twice within the past three-year period.

("Yes" indicates compliance with the Act): Yes ☐ No ☐

If the above answer is "No," list the date(s) of the Department's finding of a violation:

Substance Abuse

Contractor complies with the Substance Abuse Prevention on Public Works Projects Act by:

Attaching a written substance abuse program in effect for its employees that meets or exceeds the requirements of the Act; or: Yes ☐ No ☐

Attaching applicable provision from a collective bargaining agreement in effect for its employees that deals with the subject matter of the Act. Yes ☐ No ☐

Employee Classification

Contractor's employees that will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances:

N/A ☐ Yes ☐ No ☐

Professional or Trade Licenses

Contractor will possess all applicable professional and trade licenses required for performing the Contract work:

Yes ☐ No ☐

Describe supporting documentation of such licenses:

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

Registered Apprenticeship Programs

Contractor participates in apprenticeship training programs approved by and registered with the United States Department of Labor applicable to each trade it will perform on the project:

Yes ☐ No ☐

Each program meets the requirement that a program has graduated at least five (5) apprentices in each of the past five (5) years :

Yes ☐ No ☐

Please attach documentation that evidences (i) Contractor's participation in applicable registered programs and (ii) that each program meets the graduation requirement.

Safety & Health Activities

Contractor confirms that is has OSHA cards on file showing 10-hour or greater safety programs completed for all employees performing construction on the project and who face hazards on the job:

Yes ☐ No ☐

Subcontractors

Contractor has disclosed the name and address of each subcontractor for whom the contractor has accepted a bid and/or intends to hire on any part of the project (Form A):

Yes ☐ No ☐

Contractor provided a Form to all of the above-referenced subcontractors:

Yes ☐ No ☐

Documentation Attached (Contractor must initial next to each item):

_____ **Table A:** Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project.

NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date the subcontractor commences work on the project.

_____ **Table B:** Additional Information Required

_____ **Certificate of Good Standing**
(or other evidence of compliance with laws pre-requisite to doing business in the state)

_____ **Illinois Department of Revenue registration**

_____ **Illinois Department of Employment Security registration**

_____ **Evidence of participation in applicable registered apprenticeship programs**

_____ **Evidence that each apprenticeship program meets RBO graduation requirement**

_____ **Substance Abuse Prevention program (or applicable provision from CBA in effect)**

_____ **Written Safety Policy Statement signed by company representative**

_____ **OSHA cards evidencing 10-hour or greater safety program, if requested**

_____ **Workers' Compensation Coverage**

_____ **Professional or Trade Licenses**

Table A

Subcontractors who will Perform Work on the Project

Name	Address	Work to be Performed

Table B **Additional Information Required**

If required in the bid specifications, Contractor shall complete items I and/or II below:

I. Statement of past three (3) years' experience on public construction projects.

Public Body/ Project Name/Year	Reference Name/ Phone #	Original Price/ Final price	Subcontractors

- II. List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Date	Law	Determination	Penalty

CONTRACTOR VERIFICATION

I certify that I am authorized to execute this Contractor Verification on behalf of the Contractor set forth on page one (1), that I have personal knowledge of all the information set forth herein, and that all statements, representations, information and documents provided in or with this Form and attachments hereto are true and accurate and are submitted in compliance with the requirements of Kane County Ordinance No. 23-340. Failure to comply with all submission requirements set forth in Kane County Ordinance No. 23-340 is grounds for the County of Kane to determine that a submission is incomplete, which may result in a determination that Contractor is not a responsible bidder.

The Contractor shall report any change in any of the facts stated in this Form within fourteen (14) days of the effective date of such change by completing and submitting a new Form. Failure to comply with this requirement is grounds for the Contractor to be deemed a non-responsible bidder.

Signature of Authorized Officer

Name of Authorized Officer (Print or Type)

Title

Telephone Number

State of Illinois
County of _____

Subscribed and sworn to
before me this _____ day of
_____, 20__.

Notary Public Signature & Seal

SUBCONTRACTOR VERIFICATION

I certify that I am authorized to execute this Subcontractor Verification on behalf of the Subcontractor set forth on page one (1), that I have personal knowledge of all the information set forth herein and that all statements, representations, information and documents provided in or with this Form and attachments hereto are true and accurate and are submitted in compliance with the requirements of Kane County Ordinance No. 23-340.

The Subcontractor shall report any change in any of the facts stated in this Form within fourteen (14) days of the effective date of such change by completing and submitting a new Affidavit. Failure to comply with this requirement is grounds for the project owner to withhold payment due for work performed.

Signature of Authorized Officer

Name of Authorized Officer (Print or Type)

Title

Telephone Number

State of Illinois
County of _____

Subscribed and sworn to
before me this _____ day of
_____, 20__.

Notary Public Signature & Seal



CONTRACTOR DISCLOSURE

As of (Today's Date), ABC Company, to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12 month period.

Below is a list of shareholders or owners, with at least 5% holdings in ABC Company:

Mr. John Smith 50%
456 Second Street
Geneva, IL 60134

Ms. Sue Jones 50%
456 Second Street
Geneva, IL 60134

Officer
Title

Date

Subscribed and Sworn this _____ day of _____, 2024

Notary Public



FAMILIAL RELATIONSHIP DISCLOSURE

As of (Today's Date), ABC Company, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12 month period. "Familial Relationship" is defined in Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than \$30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

Officer
Title

Date

Subscribed and Sworn this _____ day of _____, 2024

Notary Public

SUBMITTAL INSTRUCTIONS

Offer to Contract Form

Vendors are required to use the Offer to Contract Form and provide a 5% bid bond to submit a response. This form must be signed and the bond must be included along with required references.

One (1) original bid response with all the required submittal documents must be submitted electronically to <https://www.bidnetdirect.com/illinois/kanecounty> and one (1) redacted copy marked as “**Redacted Copy**” (*if applicable*) to comply with the Illinois Freedom of Information Act. Please upload your complete bid response through Bidnet Direct prior to the due date and time. Your bid response must be submitted prior to the deadline of **July 9, 2024, at 2:30 p.m. CST.**

BIDS MUST BE SUBMITTED ELECTRONICALLY AT

[HTTPS://WWW.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY](https://www.bidnetdirect.com/illinois/kanecounty)

LATE BIDS CANNOT BE ACCEPTED!

NO-BID/RFP/RFQ RESPONSE

RFP 24-046-TS

Chisholm Trail Drainage Project

In the event that your organization chooses not to submit a response to this solicitation the Kane County Purchasing Department is interested in the reasons why vendors/consultants have chosen not to submit a bid or proposal response in order to better serve the taxpayers of Kane County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- ☐ Could not meet the specifications.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ Scope of services not clearly understood or applicable (too vague, too rigid, etc.).
- ☐ Project not suited to our organization.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid/proposal response.
- ☐ Other (please specify):

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Please send your response to: purchasing@co.kane.il.us

COUNTY of KANE
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

Karin Kietzman, CPPB
Director of Purchasing

719 S. Batavia Ave., Bldg. A, 2nd Floor
Geneva, Illinois 60134
Telephone: (630) 208-3803
Fax: (630) 208-5107



June 27, 2024

ADDENDUM 1

Invitation For Bid: #24-046-TS

Title: Chisholm Trail Drainage Project

The attention of all plan holders is called to the following changes, clarifications, and/or additions/deletions to the original bid solicitation and shall be part of the Contract Documents:

Clarifications & Additional Information

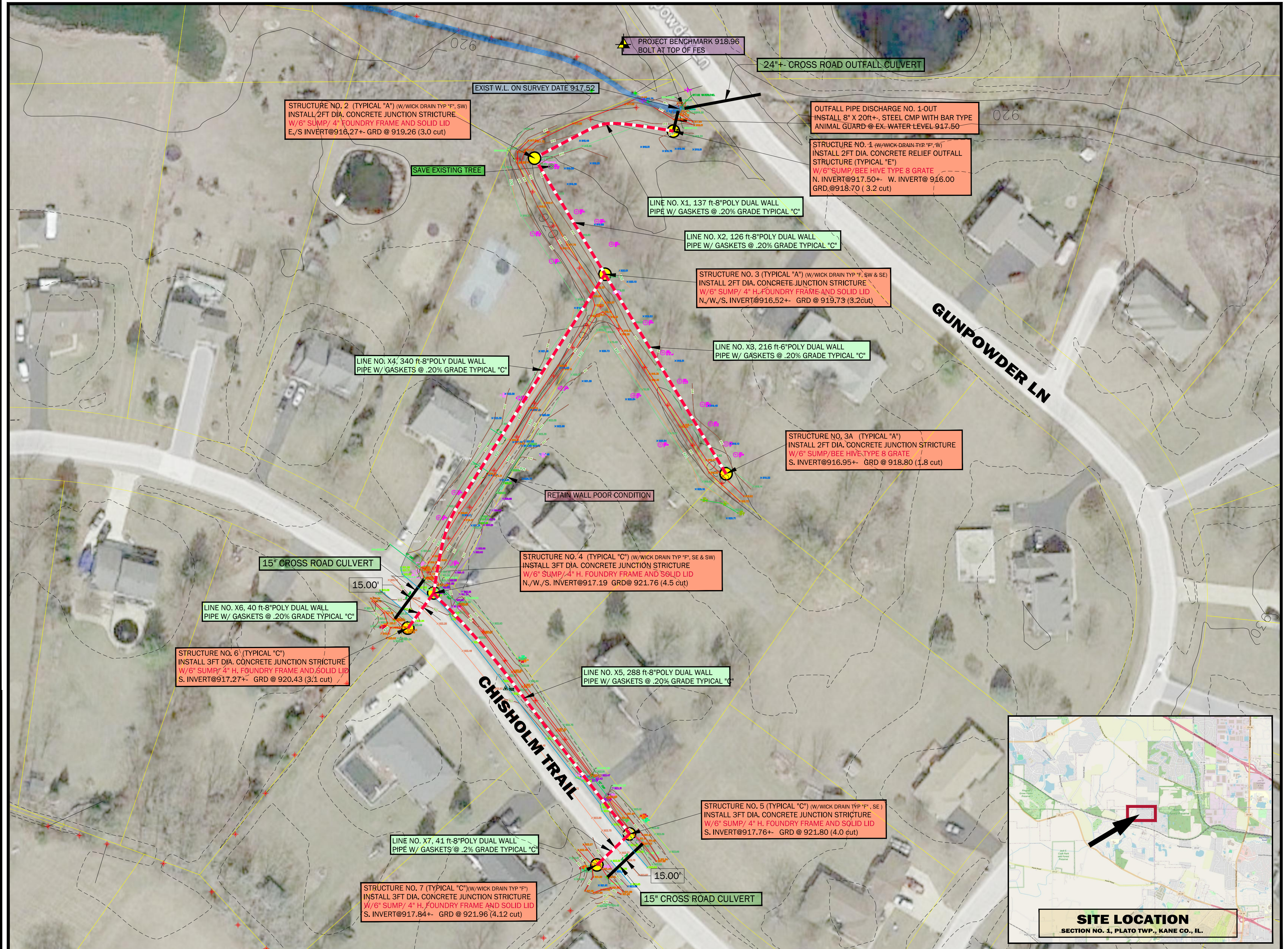
Q. We have downloaded the specs but I can not find where the plans are located. Can you send them?

A. Plans are attached to this addendum on page 2.

Please acknowledge receipt of this Addendum 1. Thank you for your interest in the Kane County procurement process.

Sincerely,
Tony Sperkowski
Tony Sperkowski
Buyer II
purchasing@kanecountyil.gov

SECTION NO. 1, PLATO TWP., KANE CO., IL.

407

AMERICAN RESCUE PLAN ACT (ARPA) APPENDIX A

Notice: The contract or purchase order to which this addendum is attached is made using State and Local Fiscal Recovery Funds, provided to the County of Kane by the United States Department of the Treasury (“Treasury Department”) under sections 602(b) and 603(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act (“ARPA”) Pub. L. No. 117-2 (March 11, 2021). Pursuant to 2 CFR 200.327, the County’s contract must contain the applicable provisions described in 2 CFR Part 200, Appendix II.

The following terms and conditions apply to you, the Contractor or Vendor, as a Contractor of the County of Kane, according to the Award Terms and Conditions signed by the County on May 12, 2021; by ARPA, regulations adopted by the Treasury Department pursuant to ARPA, and written requirements published by the Treasury Department regarding ARPA.

1. Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding. The Contractor acknowledges that State and Local Fiscal Recovery Funds will be used to fund all or a portion of the contract. The Contractor certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the U.S. Code of Federal Regulations. Additionally, the Contractor certifies that Contractor will comply with requirements set forth in the U.S Department of Treasury State and Local Fiscal Recovery Funds 2023 Interim Final Rule, 2022 Final Rule, and related guidance. These requirements apply unless an exception is noted in the Contractor contract.

2. Remedies. The parties shall comply with the administrative, contractual, or legal remedies in the Contract for when the Contractor violates or breaches the contract terms and shall comply with the applicable sanctions and penalties as appropriate in the Contract.

3. Termination for Cause and Convenience. The parties shall comply with the termination provision set forth in the Contract.

4. Equal Opportunity. Applicable to contracts that meet the definition of “federally assisted construction contract” in 41 CFR 60-1.3. During the performance of the Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the portion of the sentence immediately preceding 41 CFR 60-1.4(b)(1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. Compliance with Illinois Prevailing Wage Act.

Applicable for all prime construction contracts:

- a. All transactions that meet the State of Illinois definition of construction consistent with the solicitation documents for this contract, must comply with 820 ILCS 130/1.
- b. Pursuant to the U.S. Department of Treasury requirements for the State and Local Fiscal Recovery Funds, all transactions regarding prime construction contracts in excess of \$100,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 CFR Part 5, as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144 and 3146-4148 and the requirements of 29 CFR Part 5, as applicable.

6. Compliance with the Copeland “Anti-Kickback” Act.

Applicable to all prime construction contracts:

- a. Contractor. The Contractor shall comply with 18 U.S.C. 874, 40 U.S.C. 3145, and the requirements of 29 CFR Part 3, as may be applicable, which are incorporated by reference into this contract.
- b. Subcontractor. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Treasury Department may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR 5.12.

7. Contract Work Hours and Safety Standards Act. Applicable for contracts of \$100,000 that involve the employment of mechanics or laborers.

a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1), the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1) in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

c. *Withholding for unpaid wages and liquidated damages.* The County of Kane shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 CFR 5.5(b)(2).

d. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth 29 CFR 5.5(b)(1) through (4).

8. Rights to Inventions Made Under a Contract or Agreement. Applicable to contracts for performance of experimental, developmental, or research work shall provide for the rights of the Federal government and the recipient in any resulting invention in accordance with 37 CFR Part 401, and any applicable implementing regulations.

9. Debarment and Suspension. This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 CFR 180.995) or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935). The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the County of Kane. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the County of Kane, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Byrd Anti-Lobbying Amendment (31 U.S.C. §1352 (as amended)). Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

11. Procurement of Recovered Materials. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- a. Competitively within a time frame providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. Access to Records. The Contractor agrees to provide the County of Kane, the Treasury Department, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the Federal awarding agency Administrator or any of his or her authorized representatives access to construction or work sites pertaining to the work being completed under the contract. The Contractor agrees to maintain records associated with this Contract for a minimum of five years per the U.S. Department of Treasury requirements for the State and Local Fiscal Recovery Funds.

13. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043 (April 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for employees when operating company-owned, rented or personally owned vehicles.

14. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513 (October 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

15. Audit: Contractor must comply with the 2 CFR 200 Subpart F Audit Requirements. Contractor may be subject to a Single Audit if during your entity's fiscal year, the Contractor expends \$750,000 or more in federal dollars. If Contractor is a publicly-traded company, Contractor is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with your entity's own regulatory requirements.

16. Internal Controls: The Contractor must have internal controls in place sufficient to provide reasonable assurance that the entity can manage the Federal funds in compliance with applicable requirements consistent with 2 CFR 200.303 Internal Controls. Contractor must also have systems in place that provide reasonable assurance that the funds are spent and reported in an accurate, allowable, and compliant manner with Contract terms.

AMERICAN RESCUE PLAN ACT (ARPA) APPENDIX A

Notice: The contract or purchase order to which this addendum is attached is made using State and Local Fiscal Recovery Funds, provided to the County of Kane by the United States Department of the Treasury (“Treasury Department”) under sections 602(b) and 603(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act (“ARPA”) Pub. L. No. 117-2 (March 11, 2021). Pursuant to 2 CFR 200.327, the County’s contract must contain the applicable provisions described in 2 CFR Part 200, Appendix II.

The following terms and conditions apply to you, the Contractor or Vendor, as a Contractor of the County of Kane, according to the Award Terms and Conditions signed by the County on May 12, 2021; by ARPA, regulations adopted by the Treasury Department pursuant to ARPA, and written requirements published by the Treasury Department regarding ARPA.

1. Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding. The Contractor acknowledges that State and Local Fiscal Recovery Funds will be used to fund all or a portion of the contract. The Contractor certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the U.S. Code of Federal Regulations. Additionally, the Contractor certifies that Contractor will comply with requirements set forth in the U.S Department of Treasury State and Local Fiscal Recovery Funds 2023 Interim Final Rule, 2022 Final Rule, and related guidance. These requirements apply unless an exception is noted in the Contractor contract.

2. Remedies. The parties shall comply with the administrative, contractual, or legal remedies in the Contract for when the Contractor violates or breaches the contract terms and shall comply with the applicable sanctions and penalties as appropriate in the Contract.

3. Termination for Cause and Convenience. The parties shall comply with the termination provision set forth in the Contract.

4. Equal Opportunity. Applicable to contracts that meet the definition of “federally assisted construction contract” in 41 CFR 60-1.3. During the performance of the Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the portion of the sentence immediately preceding 41 CFR 60-1.4(b)(1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. Compliance with Illinois Prevailing Wage Act.

Applicable for all prime construction contracts:

- a. All transactions that meet the State of Illinois definition of construction consistent with the solicitation documents for this contract, must comply with 820 ILCS 130/1.
- b. Pursuant to the U.S. Department of Treasury requirements for the State and Local Fiscal Recovery Funds, all transactions regarding prime construction contracts in excess of \$100,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 CFR Part 5, as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144 and 3146-4148 and the requirements of 29 CFR Part 5, as applicable.

6. Compliance with the Copeland “Anti-Kickback” Act.

Applicable to all prime construction contracts:

- a. Contractor. The Contractor shall comply with 18 U.S.C. 874, 40 U.S.C. 3145, and the requirements of 29 CFR Part 3, as may be applicable, which are incorporated by reference into this contract.
- b. Subcontractor. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Treasury Department may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR 5.12.

7. Contract Work Hours and Safety Standards Act. Applicable for contracts of \$100,000 that involve the employment of mechanics or laborers.

a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1), the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1) in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

c. *Withholding for unpaid wages and liquidated damages.* The County of Kane shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 CFR 5.5(b)(2).

d. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth 29 CFR 5.5(b)(1) through (4).

8. Rights to Inventions Made Under a Contract or Agreement. Applicable to contracts for performance of experimental, developmental, or research work shall provide for the rights of the Federal government and the recipient in any resulting invention in accordance with 37 CFR Part 401, and any applicable implementing regulations.

9. Debarment and Suspension. This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 CFR 180.995) or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935). The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the County of Kane. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the County of Kane, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Byrd Anti-Lobbying Amendment (31 U.S.C. §1352 (as amended)). Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

11. Procurement of Recovered Materials. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- a. Competitively within a time frame providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. Access to Records. The Contractor agrees to provide the County of Kane, the Treasury Department, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the Federal awarding agency Administrator or any of his or her authorized representatives access to construction or work sites pertaining to the work being completed under the contract. The Contractor agrees to maintain records associated with this Contract for a minimum of five years per the U.S. Department of Treasury requirements for the State and Local Fiscal Recovery Funds.

13. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043 (April 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for employees when operating company-owned, rented or personally owned vehicles.

14. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513 (October 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

15. Audit: Contractor must comply with the 2 CFR 200 Subpart F Audit Requirements. Contractor may be subject to a Single Audit if during your entity's fiscal year, the Contractor expends \$750,000 or more in federal dollars. If Contractor is a publicly-traded company, Contractor is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with your entity's own regulatory requirements.

16. Internal Controls: The Contractor must have internal controls in place sufficient to provide reasonable assurance that the entity can manage the Federal funds in compliance with applicable requirements consistent with 2 CFR 200.303 Internal Controls. Contractor must also have systems in place that provide reasonable assurance that the funds are spent and reported in an accurate, allowable, and compliant manner with Contract terms.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Misfits Construction Company
333 South Wabash Avenue, Suite 2700
Chicago, IL 60604

SURETY:

(Name, legal status and principal place of business)

Lexington National Insurance Corporation
P.O. Box 6098
Lutherville, MD 21094
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

County of Kane
719 South Batavia Avenue, Bldg. A
Geneva, IL 60134

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Chisolm Trail Drainage Project. Bid No. 24-046-TS

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of July, 2024.



(Witness)

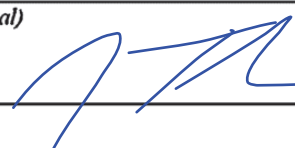
Misfits Construction Company

(Principal)

(Seal)

By:

(Title)



Lexington National Insurance Corporation

(Surety)

(Seal)

By:

(Title) William Reidinger, Attorney-in-Fact



(Witness) Hina Azam



POWER OF ATTORNEY

Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

William Reidinger

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge and deliver said bond.

This Power of Attorney may be used for any bond of \$6,000,000 or less and shall be void if used for any bond over that amount.

Principal : Misfits Construction Company

Obligee : County of Kane

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company:

Be it Resolved, that the President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, contracts, or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and any such instruments so executed by any Attorney-in Fact shall be binding upon the Company as if signed by the President and sealed by the Corporate Secretary.

RESOLVED further, that the signature of the President or any Vice-President of LEXINGTON NATIONAL INSURANCE CORPORATION may be affixed by facsimile to any power of attorney, and the signature of the Secretary or any Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of such power, or any such power or certificate bearing such facsimile signature or seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed with respect to any bond to which it is attached continue to be valid and binding upon the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed and its corporate seal to be hereto affixed, this 7th day of March, 2024.


Mark Holtschneider, Executive Vice President

State of Maryland
County of Baltimore SS:

On this 7th day of March, 2024, before me, Hailey Gendason, a notary public, personally appeared, Mark Holtschneider, Executive Vice President of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Commission Expires: 2/20/28


Notary

I, Lisa Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 9th day of July, 2024.

Corporate Seal:


Lisa R. Slater, Corporate Secretary

CHISHOLM TRAIL DRAINAGE PROJECT BID QUANTITIES

ITEM	DESCRIPTION	UNIT	QTY	UNIT COST	COST EXTENDED
1.	Tree trimming allowance	L.S.	1	\$ 2,500.00	\$ 2,500.00
2.	Silt fence	LF	100	\$ 5.00	\$ 500.00
3.	Road & Drive Sawcut and Stone to Grade	Each	4	\$ 1,750.00	\$ 7,000.00
4.	Install 8" Polypropylene HD storm pipe w/ CA-7	LF	972	\$ 80.00	\$ 77,760.00
5.	Install 6" Polypropylene HD storm pipe w/ CA-7	LF	216	\$ 65.00	\$ 14,040.00
6.	Install 36" dia catch basin with wick drain, 6" sump	Each	4	\$ 4,500.00	\$ 18,000.00
7.	Install 24" dia junction structure w/ wick drain, 6" sump	Each	3	\$ 3,500.00	\$ 10,500.00
8.	Install 24" dia flow release structure w/ steel culvert	Each	1	\$ 8,000.00	\$ 8,000.00
9.	Trench Backfill at road and drive crossings	CY	25	\$ 50.00	\$ 1,250.00
10.	Sump Pump or Tile Connection into storm pipe	Each	5	\$ 500.00	\$ 2,500.00
11.	Remove Dam on pond outfall ditch	LS	1	\$ 1,500.00	\$ 1,500.00
12.	Landscape Restoration in Chisholm Trail ROW	LS	1	\$23,000.00	\$ 23,000.00
	TOTAL BID AMOUNT				\$ 166,550.00

AWARD:

It is the intention of Kane County to make a single award to the lowest responsive and responsible bidder meeting specifications.

BID BOND:

All bids must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than Five Thousand Dollars (\$5,000.00), or 5% of the total base bid.

Accompanying this Bid is a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond, complying with the requirements of the specifications, made payable to the **KANE COUNTY**.

The amount of the check, draft or bond is Eight Thousand Three Hundred
Twenty-Seven and 50/100 Dollars (\$ 8,327.50).

Attach Bank Draft, Bank Cashier's Check, Certified Check or Bid Bond Here.

In the event that one check, draft or bond is intended to cover two or more bids, the amount must be equal to the sum of the bid guarantees of the individual sections covered.

SURETY:

I have notified a Surety Company that I am submitting a bid for work to be performed on the project. The Surety Company has agreed to issue a performance and labor and material payment bond for my work, if my bid is accepted and the contract awarded to me.

**KANE COUNTY
OFFER TO CONTRACT FORM
BID 24-046-TS
Chisholm Trail Drainage Project**

Bid Due Date & Time: July 9, 2024 at 2:30 p.m. CST

To: County of Kane Purchasing Department
Kane County Government Center
Bldg. A, Room 211, 212 or 214
719 S. Batavia Ave.
Geneva, IL 60134

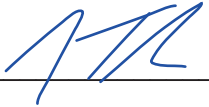
The following offer is hereby made to the County of Kane, Illinois, hereafter called the Owner.

Submitted By: Misfits Construction Company

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.
 - A. *The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.*
 1. *the Vendor has examined the Contractor Disclosure (Section 29) of the Instruction to Bidders, and has included or provided a certified document listing all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent.*
 - B. For purposes of this offer, the terms Offeror, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
 - A. All bid documents have been examined: Instructions to Bidder, Statement of Work, including the Specifications and the following addenda:

No. 1, No. _____, No. _____, (Contractor to acknowledge addenda here.)
 - B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations, as Vendor deems necessary.
 - C. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.

By signing this Bid, the Offeror hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE MUST SIGN THIS SECTION.**

Signature  Typed Signature John Thomas
Company Misfits Construction Company
Address/City/State 333 South Wabash Avenue, Suite 2700, Chicago, IL 60604
Phone # (312) 420-5041 Fax # n/a E-mail JohnThomas@misfitsconstruction.com
Federal I.D./Social Security # 46-5254624 Date July 09, 2024

ACCEPTANCE

The Offer is hereby accepted for the described ***Chisholm Trail Drainage Project***.

The Vendor is bound to provide the services and materials listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specifications, amendments, and the vendor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number **24-046-TS**. The Vendor has been cautioned not to commence any billable work or to provide any supplies or services until said vendor receives a purchase order and or notice to proceed.

Corinne Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Date

VENDOR CERTIFICATION

This information is collected for reporting purposes only and will not have any influence on vendor selection. It is required by the State of Illinois. Please check any of the following boxes that apply to the ownership of your firm.

- | | |
|---|--|
| <input type="checkbox"/> Minority-owned Business (MBE) | <input type="checkbox"/> Veteran-owned Business Enterprise (VBE) |
| <input type="checkbox"/> Woman-owned Business (WBE) | <input type="checkbox"/> Service-Disabled Veteran-owned Business Enterprise (SDVBE) |
| <input type="checkbox"/> Business Enterprise Program (BEP) | <input type="checkbox"/> Veteran-owned Small Business (VOSB) |
| <input type="checkbox"/> Small Disadvantaged Business (SDB) | <input type="checkbox"/> Persons with Disabilities-owned Business Enterprises (PDBE) |
| <input type="checkbox"/> Kane County Local Business | <input checked="" type="checkbox"/> N/A – These categories do not apply to my business |

Please Note: It is required that you check at least one box.

Intergovernmental Pricing:

This OPTIONAL PARTICIPATION PROGRAM would be for the use of ANY TAXING BODY in Kane County who should choose to be a part of this program wherever their location, (within Kane County). All pricing, catalog, and product discounts will be extended to other Government entities that wish to participate.

Will you offer the same pricing to other Kane County municipalities that are **not** listed as participants within this bid document?

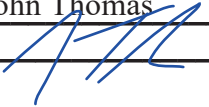
YES

NO

(Circle One)

NOTE: The County of Kane will not be involved in the purchasing products/services specified within this bid document by any other intergovernmental unit (taxing body) that participates. The execution of a purchase contract, invoicing and payments would be entirely between the other intergovernmental units and the accepted Vendor. If the County of Kane accepts this bid, the procedure to handle joint purchases would be developed by the County of Kane and the awarded Vendor and then distributed to the other intergovernmental units by the Kane County Purchasing Department.

Name John Thomas

Signature 

Company

Misfits Construction Company

Address

333 South Wabash Avenue, Suite 2700, Chicago, IL 60604

Phone# (312) 420-5041 Fax #

n/a

Federal I.D./Social Security# 46-5254624 Date

July 09, 2024

JOINT PURCHASING AGREEMENT

Illinois revised statutes, 1989, CH. 85, PAR. 1601 ET SEQ. (The joint purchases by governmental units act), authorizes certain local government units and non-for-profit workshops for the severely handicapped (as defined in Illinois Revised Statues, 1989, CH. 127, PAR. 132.7-01, meeting the requirements of CH. 85, PAR. 1602.2) to purchase personal property and supplies jointly. (30 ILCS 525/0.01) (from CH. 85, PAR. 1600) The Governmental Joint Purchasing Act. (Source: P.A. 86-1324.) (30 ILCS 525/1) (from CH. 85, PAR. 1601) Sec. 1. For the purposes of this Act, "government unit" means State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. (Source: P.A. 86-769).

(30 ILCS 525/2) (from CH.85, PAR. 1602)(Sec. 2. (a) Any governmental unit may purchase personal property, supplies and services jointly with one or more other governmental units. All such joint purchases shall be competitive bids a provided in Section 4 of this Act. (Source: P.A. 87-960). Any authorized local unit of government or qualified workshop that may participate in this contract shall be responsible for issuing purchase orders direct to vendor, processing invoice vouchers and making payments due the vendor. Cash on delivery terms without the consent of the local governmental unit is prohibited. By submitting a bid, the awarded vendor agrees to extend all terms and conditions, specified and the quoted prices or discounts for the item(s) listed in this contract to all authorized local governmental units and qualified workshops.

REFERENCES
CHISHOLM TRAIL DRAINAGE PROJECT
For
KANE COUNTY BOARD, Geneva, Illinois

List below businesses or other organizations for which you have provided comparable services within the last three years:

Offeror's Name: Misfits Construction Company

1. Organization: City of Highland Park
Address: 1707 St. Johns Avenue
City, State, Zip Code: Highland Park, IL 60035
Telephone Number: (847) 926-1138
Contact Person: Radovan Kovili
Description of Project: Prospect Avenue Storm Sewer Replacement Project Date of Project 06-23-2023
E-mail Address: rkovilic@cityphil.com
2. Organization: Village of Hoffman Estates
Address: 1900 Hassell Road
City, State, Zip Code: Hoffman Estates, IL 60169
Telephone Number: (847) 252-5804
Contact Person: Oscar Gomez
Description of Project: Higgins Road Culvert Headwall Repair and Railing Date of Project 10-28-2022
E-Mail Address: Oscar.Gomez@hoffmanestates.org
3. Organization: Village of Mettawa
Address: 26225 North Riverwoods Blvd., Box M
City, State, Zip Code: Mettawa, IL 60045
Telephone Number: (312) 504-0760
Contact Person: Jan Pink, Public Works Chairman
Description of Project: 2021 Mettawa Stormwater Maintenance Project Date of Project 10-01-2021
E-Mail Address: jpink@mettawa.org
4. Organization: Village of Buffalo Grove
Address: 50 Raupp Blvd.
City, State, Zip Code: Buffalo Grove, IL 60089
Telephone Number: (847) 459-2545
Contact Person: Kyle Johnson, P.E., CFM
Description of Project: Rear Yard Drainage Improvement Project 2021 Date of Project 08-06-2021
E-Mail Address: KJohnson@vbg.org

X : Bid Bond (5%) required with bid submittal. The awarded Vendor must furnish a Performance Bond if awarding the contract.

Phone # (312) 420-5041 Email: JohnThomas@misfitsconstruction.com

RESPONSIBLE BIDDER REQUIREMENTS FORM

To be completed by Contractor/Subcontractor

Project Description: Chisolm Trail Drainage Project **Contract Number:** 24-046-TS

Business Name: Misfits Construction Company

Business

Address: 333 South Wabash Avenue, Suite 2700, Chicago, IL 60604

Contact Person: John Thomas

Phone: (312) 420-5041 **E-mail:** JohnThomas@misfitsconstruction.com

Contractor and all subcontractors shall complete this Responsible Bidder Requirements Form ("Form") and submit supporting documentation as required pursuant to Kane County Ordinance No. 23-340. Contractor must submit this Form and all related evidence with its bid. Contractor shall be responsible for providing this Form to all subcontractors who will perform work on the project. All subcontractors' Forms and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements set forth in Kane County Ordinance No. 23-340 is grounds for the County of Kane to determine that a submission is incomplete, which may result in a determination that Contractor is not a responsible bidder.

For the remainder of this Form, "Contractor" refers to the general contractor and all subcontractors. Each item must be answered. If the question is not applicable, answer "NA." If the answer is none, answer "none."

The certifications set forth in this Form and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

The undersigned John Thomas, as President and
on behalf (Name) (Title)
of Misfits Construction Company having been duly sworn under oath
certifies that: (Contractor)

Business Organization

The form of business organization of the Contractor is (check one):

☐ Sole Proprietor or Partnership ☐ LLC
☒ Corporation ☐ Independent Contractor (Individual)

If contractor/subcontractor is a corporation, indicate the state and the date of incorporation:

State of Illinois on March 25, 2014

Authorized to do business in the State of Illinois: Yes ☒ No ☐

Describe supporting documentation attached:

Can provide upon further request.

Registered with Illinois Department of Revenue: Yes ☒ No ☐

Describe supporting documentation attached (if "No," explain):

Can provide upon further request.

Registered with Illinois Department of Employment Security: Yes ☒ No ☐

Describe supporting documentation attached (if "No," explain):

Can provide upon further request.

Tax liens or tax delinquencies

Any federal, state or local tax liens or tax delinquencies against the Contractor or any officers of the Contractor in the last five (5) years: Yes ☐ No ☒

"No" means "not applicable." If "yes," describe lien/delinquencies and resolution: _____

n/a

Workers' Compensation

Contractor's employees who will perform work on the project are:

Covered under a current workers' compensation policy: Yes ☒ No ☐

Properly classified under such policy: Yes ☒ No ☐

Describe supporting documentation attached:

Can provide upon further request.

Prevailing Wage Compliance

Contractor has complied with all provisions of the Illinois Prevailing Wage Act and federal Davis-Bacon and related Acts, and all rules and regulations therein, for the past five (5) years: Yes ☒ No ☐

Contractor has reviewed the applicable prevailing wage law, including the Illinois Prevailing Wage Act, and federal Davis-Bacon Act: Yes ☒ No ☐

Contractor will pay the applicable prevailing wage rates: Yes ☒ No ☐

Contractor will strictly comply with applicable prevailing wage laws: Yes ☒ No ☐

Contractor has not been found by the Illinois Department of Labor to be in violation of the Illinois Prevailing Wage Act twice within the past three-year period.

("Yes" indicates compliance with the Act): Yes ☒ No ☐

If the above answer is "No," list the date(s) of the Department's finding of a violation:

n/a

Substance Abuse

Contractor complies with the Substance Abuse Prevention on Public Works Projects Act by:

Attaching a written substance abuse program in effect for its employees that meets or exceeds the requirements of the Act; or: Yes ☒ No ☐

Can provide upon further request.

Attaching applicable provision from a collective bargaining agreement in effect for its employees that deals with the subject matter of the Act. Yes ☒ No ☐

Can provide upon further request.

Employee Classification

Contractor's employees that will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances:

N/A ☐ Yes ☒ No ☐

Professional or Trade Licenses

Contractor will possess all applicable professional and trade licenses required for performing the Contract work:

Yes ☒ No ☐

Describe supporting documentation of such licenses:

None required

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

None

Registered Apprenticeship Programs

Contractor participates in apprenticeship training programs approved by and registered with the United States Department of Labor applicable to each trade it will perform on the project:

Yes ☒ No ☐

Each program meets the requirement that a program has graduated at least five (5) apprentices in each of the past five (5) years :

Yes ☒ No ☐

Please attach documentation that evidences (i) Contractor's participation in applicable registered programs and (ii) that each program meets the graduation requirement.

Can provide upon further request.

Safety & Health Activities

Contractor confirms that is has OSHA cards on file showing 10-hour or greater safety programs completed for all employees performing construction on the project and who face hazards on the job:

Yes ☒ No ☐

Subcontractors

Contractor has disclosed the name and address of each subcontractor for whom the contractor has accepted a bid and/or intends to hire on any part of the project (Form A):

Yes ☒ No ☐

Contractor provided a Form to all of the above-referenced subcontractors:

Yes ☒ No ☐

Documentation Attached (Contractor must initial next to each item):

- X **Table A:** Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project.
NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date the subcontractor commences work on the project.
- X **Table B:** Additional Information Required
- X **Certificate of Good Standing**
(or other evidence of compliance with laws pre-requisite to doing business in the state)
- X **Illinois Department of Revenue registration**
- X **Illinois Department of Employment Security registration**
- X **Evidence of participation in applicable registered apprenticeship programs**
- X **Evidence that each apprenticeship program meets RBO graduation requirement**
- X **Substance Abuse Prevention program (or applicable provision from CBA in effect)**
- X **Written Safety Policy Statement signed by company representative**
- X **OSHA cards evidencing 10-hour or greater safety program, if requested**
- X **Workers' Compensation Coverage**
- X **Professional or Trade Licenses**

Table A

Subcontractors who will Perform Work on the Project

Name	Address	Work to be Performed
None		

Table B **Additional Information Required**

If required in the bid specifications, Contractor shall complete items I and/or II below:

I. Statement of past three (3) years' experience on public construction projects.

Public Body/ Project Name/Year	Reference Name/ Phone #	Original Price/ Final price	Subcontractors
See attached References			

- II. List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Date	Law	Determination	Penalty
None			

CONTRACTOR VERIFICATION

I certify that I am authorized to execute this Contractor Verification on behalf of the Contractor set forth on page one (1), that I have personal knowledge of all the information set forth herein, and that all statements, representations, information and documents provided in or with this Form and attachments hereto are true and accurate and are submitted in compliance with the requirements of Kane County Ordinance No. 23-340. Failure to comply with all submission requirements set forth in Kane County Ordinance No. 23-340 is grounds for the County of Kane to determine that a submission is incomplete, which may result in a determination that Contractor is not a responsible bidder.

The Contractor shall report any change in any of the facts stated in this Form within fourteen (14) days of the effective date of such change by completing and submitting a new Form. Failure to comply with this requirement is grounds for the Contractor to be deemed a non-responsible bidder.

Signature of Authorized Officer

John Thomas

Name of Authorized Officer (Print or Type)

President

Title

(312) 420-5041

Telephone Number

State of Illinois

County of COOK

Subscribed and sworn to
before me this 9th day of
July, 2024.

Notary Public Signature & Seal



SUBCONTRACTOR VERIFICATION

I certify that I am authorized to execute this Subcontractor Verification on behalf of the Subcontractor set forth on page one (1), that I have personal knowledge of all the information set forth herein and that all statements, representations, information and documents provided in or with this Form and attachments hereto are true and accurate and are submitted in compliance with the requirements of Kane County Ordinance No. 23-340.

The Subcontractor shall report any change in any of the facts stated in this Form within fourteen (14) days of the effective date of such change by completing and submitting a new Affidavit. Failure to comply with this requirement is grounds for the project owner to withhold payment due for work performed.



Signature of Authorized Officer

John Thomas

Name of Authorized Officer (Print or Type)

President

Title

(312) 420-5041

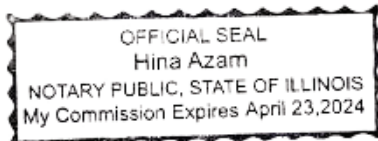
Telephone Number

State of Illinois
County of COOK

Subscribed and sworn to
before me this 9th day of
July, 2024.



Notary Public Signature & Seal



Misfits Construction Company

333 South Wabash Avenue, Suite 2700, Chicago, IL 60604 | Phone : (312) 420-5041

July 18, 2024

L-01

Tony Sperkowski
Buyer II
Kane County
Purchasing Department
719 South Batavia Avenue
Geneva, IL 60134

RE: Chisholm Trail Drainage Project
Bid #24-046-TS

SUBJECT: Additional Responsible Bidder Ordinance Documentation

Dear Mr. Sperkowski:

Misfits Construction Company has received your Notice of Insufficient Documentation. We have reviewed your letter and the bid specifications and have gathered the requested missing documentation in order to be in compliance with the Responsible Bidder Ordinance.

Please find attached the following documents:

- Certificate of Good Standing
 - o Copy of the Illinois Secretary of State Good Standing
- Illinois Department of Revenue Registration
 - o Copy of the State of Account
- Illinois Department of Employment Security Registration
 - o Copy of the Confirmation Letter
- Evidence of participation in applicable registered apprenticeship program
 - o Letter from the Laborers District Council Training & Apprenticeship Fund
- Evidence that each apprentice program meets RBO graduation requirements
 - o Letter from the Laborers District Council Training & Apprenticeship Fund
- Substance Abuse Prevention Program
 - o Copy of the Laborers Sewer & Tunnel Agreement
- Written Safety Policy Statement
 - o Copy of the signed Misfits Construction Company Safety Policy Pledge

- OSHA Cards
 - o Copy of Gerardo Esparza, Superintendent OHSA 30 Hour Training
- Workers' Compensation Coverage
 - o Current Certificate of Liability Insurance
- Professional or Trade Licenses
 - o Non applicable to this project

Misfits Construction Company is a responsible small union contractor, and we look forward to working with Kane County. Please if you have any questions or concerns do not hesitate to contact me.

Sincerely,



John Thomas
President

Misfits Construction Company

Enclosures:	Copy of the Illinois Secretary of State Good Standing (2 pages) Copy of the State of Account (1 page) Copy of the Confirmation Letter (2 pages) Copy of the signed Misfits Construction Company Safety Policy Pledge (1 page) Copy of Gerardo Esparza, Superintendent OHSA 30 Hour Training (1 page)
Attachments:	Letter from the Laborers District Council Training & Apprenticeship Fund (63 pages) Laborers Sewer & Tunnel Agreement (60 pages) Certificate of Liability Insurance (18 pages)
Cc:	File



Business Entity Search

Entity Information

Entity Name	MISFITS CONSTRUCTION COMPANY		
File Number	69350682	Status	ACTIVE
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	03-25-2014	State	ILLINOIS
Duration Date	PERPETUAL		
Annual Report Filing Date	03-12-2024	Annual Report Year	2024
Agent Information	JOHN P THOMAS 333 S WABASH AVE STE 2700 CHICAGO ,IL 60604	Agent Change Date	03-04-2020

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

Purchase Master Entity Certificate of Good Standing

Change of Registered Agent and/or Registered Office

Articles of Amendment Effecting A Name Change

Adopting Assumed Name

You have successfully submitted your request to Statement of Account.

Please be advised that your request can take several days to process. You will not see the change reflected in your MyTax Illinois account until processing is completed.

Your confirmation number is **0-201-618-224**.

Request submitted on: 7/9/2024 4:19:42 PM (Central Time)

Request Type: Statement of Account

Account Number: 4752724

Submitted By: MisfitsConstruction1-MISFITS CONSTRUCTION COMPANY

If you have questions, please visit our website at **IDES.Illinois.gov** or call us at **1 800 247-4984**. Reference the confirmation number provided above.

You may print this page for your records. This confirmation screen will not be accessible once you navigate away from this page. However, a record of your request will remain available under the 'Requests' tab.

john thomas

From: IDHR.PublicContracts <IDHR.PublicContracts@Illinois.gov>
Sent: Monday, July 13, 2020 09:41 AM
To: john thomas
Subject: Confirmation Letter - Attached is your company's Confirmation Letter indicating its eligibility and expiration date



JB Pritzker, Governor
James L. Bennett, Director

IDHR #:	137796-00
Date Eligible:	07/09/2020
Expires on:	07/09/2025

JOHN THOMAS
PRESIDENT
MISFITS CONSTRUCTION COMPANY
333 SOUTH WABASH AVENUE, SUITE 2700
CHICAGO, IL 60604

CONFIRMATION OF EXISTING/RENEWAL REGISTRATION

The Illinois Department of Human Rights, Public Contracts Unit, acknowledges receipt of an Employer Report form (PC-1) filed by your organization.

Review of our records indicates that your organization previously registered with the Department of Human Rights and has been assigned the IDHR Number appearing above. This registration remains in effect until the expiration date appearing above. It is not necessary to submit a new form each time you bid on a state contract.

DO NOT LOSE THIS NOTICE. KEEP IT WITH OTHER IMPORTANT ORGANIZATIONAL DOCUMENTS. Also, please keep the following in mind:

1. The IDHR Bidder Eligibility Number is valid for all bids submitted to any agency of the State of Illinois or other contracting agency that has adopted our registration requirement.
2. An eligible bidder's registration remains in effect until the expiration date unless it is revoked by the Department upon finding that the eligible bidder has committed a civil rights violation.
3. An eligible bidder may relinquish its eligibility by notifying the Department in writing at the above address.
4. The Department must be notified in writing of any change to the eligible bidder's name, address, telephone number, or form of organization. Such changes may render the bidder's registration invalid and may require the filing of a new Employer Report Form with the Department. The Number is not transferable and becomes invalid upon dissolution of the business.

Should you have any questions concerning this notice, please contact the Public Contracts Unit at the above address or telephone at 312-814-2431.

IDHR PCU (01-2010)

100 West Randolph Street, Suite 10-100, Chicago, IL 60601, (312) 814-6200, TTY (866) 740-3953, Housing Line (800) 662-3942
535 West Jefferson Street, 1st Floor, Springfield, IL 62702, (217) 785-5100
2309 West Main Street, Marion, IL 62959 (618) 993-7463
www.state.il.us/dhr

State of Illinois - CONFIDENTIALITY NOTICE: The information contained in this communication is confidential, may be attorney-client privileged or attorney work product, may constitute inside information or internal deliberative staff communication, and is intended only for the use of the addressee. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by return e-mail and destroy this communication and all copies thereof, including all attachments. Receipt by an unintended recipient does not waive attorney-client privilege, attorney work product privilege, or any other exemption from disclosure.

Our Pledge to You

Misfits Construction Company expect our employees to demand the resources and support to adhere to this Safety Policy. Our pledge to you ensures your safety concerns will be met.

We pledge to:

- Provide a safe working environment.
- Maintain tools and equipment on a regular schedule.
- Train drivers and operators in safe operating practices and proper use of equipment and vehicle safety features. Training is performance-based and will be periodically repeated.
- Establish work schedules that allow you enough time to obey OSHA regulations.
- Make sure that newly purchased equipment is equipped with appropriate occupant protection and other safety features.

If you identify a hazard, equipment malfunction or unsafe procedure, please notify us immediately so we can review the situation and make corrections accordingly. Together we can create a safe working environment!



President's Signature

January 01, 2024

Date

OSHA
Occupational Safety
and Health Administration

21-602012725

This card acknowledges that the recipient has successfully completed:

30-hour Construction Safety and Health

This card issued to:

GERARDO ESPARZA

Scott Wallace
Trainer Name

01/09/2019
Date of Issue

JUNE 1, 2021 TO MAY 31, 2026

SEWER AND TUNNEL AGREEMENT

between the

UNDERGROUND CONTRACTORS ASSOCIATION

Represented by the

MID-AMERICA REGIONAL BARGAINING
ASSOCIATION

and the

CONSTRUCTION AND GENERAL
LABORERS' DISTRICT COUNCIL
OF CHICAGO AND VICINITY

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JUNE 1, 2021 TO MAY 31, 2026

SEWER AND TUNNEL AGREEMENT

between the

UNDERGROUND CONTRACTORS ASSOCIATION

Represented by the

**MID-AMERICA REGIONAL
BARGAINING ASSOCIATION**

and the

**CONSTRUCTION AND GENERAL
LABORERS' DISTRICT COUNCIL
OF CHICAGO AND VICINITY**

AGREEMENT

This AGREEMENT made and entered in the City of Chicago, Cook, Lake, DuPage, Will, Grundy, Kendall, Kane, McHenry and Boone Counties, Illinois, (certain local unions covering Counties outside Cook and DuPage County may have local agreements which differ from this area-specimen agreement. In these cases, local area agreements shall prevail for work performed in the respective areas; however, nothing herein shall limit the geographic jurisdiction of this Agreement to less than the geographic area covered by the Laborers' District Council of Chicago and Vicinity), on the 1st day of June, 2021 by and between:

1) Construction and General Laborers' District Council of Chicago and Vicinity, for and on behalf of its affiliated Local Unions nos. 2, 5, 68, 75, 582 and 1035;

2) The Underground Contractors Association and their individual members having assigned bargaining representation to the Mid-America Regional Bargaining Association (hereinafter called the "Employer"); and

3) All other persons, firms, partnerships and corporations who have signed this Agreement, hiring men engaged in the trade (hereinafter described), individually and collectively (herein also called the "Employer"); shall remain in full force and effect until 11:59 P.M. May 31, 2026. Nothing in this Agreement restricts the areas where Laborers may work within the Union's geographic jurisdiction.

If either party wishes to modify this Agreement, it shall serve written notice by certified or registered mail, upon the other party not less than sixty (60) days prior to May 31, 2026 of its intent to begin negotiations for a new Agreement. In the absence of the service of such notice, this Agreement shall automatically renew itself, together with all amendments and improvements as negotiated after said initial expiration date, by and between the parties in area-wide bargaining, from year to year thereafter.

W I T N E S S E T H:

PURPOSE OF AGREEMENT

The purpose of this agreement is to prevent strikes and lockouts; to facilitate peaceful adjustment of grievances and disputes which might arise between Employer and Employees; to prevent waste and unnecessary and avoidable delays and expense; to provide employment in accordance with conditions hereinafter set forth, at the wages hereinafter agreed upon, so that stable and equitable conditions may prevail in such work and trade; and to establish the necessary procedure by which these ends may be accomplished.

DECLARATION OF FUNDAMENTAL PRINCIPLES

The following principles are hereby declared to be fundamental to this Agreement:

1) It is the intention of all the parties hereto to fully comply with the provisions of the Labor- Management Relations Act of 1947, and all acts amendatory thereto, anything to the contrary notwithstanding.

2) The Employer is at liberty to hire and discharge whomever he sees fit, consistent with the existing Federal, State and Municipal laws appertaining thereto.

3) In the absence of a Referral System, the Employer, should the need arise, shall notify the Union of opportunities of employment with such Employer; however, when not so notified by Employer of such opportunities of employment, the Union shall be extended the opportunity to refer qualified applicants for such employment.

4) There shall be no limitations or restrictions as to the amount of work a man shall be required to perform during a working day.

5) There shall be no restrictions of the use of machinery, tools or appliances.

6) The principles contained in this paragraph are fundamental, and no other terms of this Agreement shall be construed as being in conflict therewith.

7) The parties hereto desire to establish the necessary procedure to accomplish the purposes and put into effect the principles above stated.

8) The parties agree that Employees will not be discriminated against because of race, creed, religion, color, age, sex or national origin.

THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

Article I RECOGNITION

Paragraph 1. The UNDERGROUND CONTRACTORS ASSOCIATION and their individual members having assigned bargaining representation to the MID-AMERICA REGIONAL BARGAINING ASSOCIATION, recognizes and confirms the Union as the sole and exclusive bargaining agent for all Employees employed in work covered by the trade and territorial jurisdiction of the Union by Employers who are now members of the Association or such Employers as may hereafter become members of the Association and who have assigned bargaining authority to the Association or other Employers signatory to this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, fringe benefits, hours of employment and other conditions of employment. The Union recognizes and confirms the Association as the sole and exclusive bargaining agent for its members and for such other persons, firms, partnerships and corporations as may hereafter become members of the Association and who have assigned bargaining authority to the Association.

Paragraph 2. All other persons, firms, partnerships and corporations, who are not members of the Association, who have signed this Agreement, recognize and confirm the Union and the Union recognizes and confirms the signatories individually or collectively as the sole respective bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, fringe benefits, hours of employment and other conditions of employment for all Employees employed by such signatory Employers who engage in work which comes within the trade and territorial jurisdiction of the Union.

Paragraph 3. All other persons, firms, partnerships and corporations, who are not members of the Association, or signatories hereto who engage in work which comes within the trade and territorial jurisdiction of the Union shall be subject to the terms of this Agreement.

Article II JURISDICTION

Paragraph 1. TERRITORIAL SCOPE OF AGREEMENT. The area in which this Agreement shall apply shall cover all work in the Counties of Cook, Lake, DuPage, Will, Grundy, Kendall, Kane, McHenry and Boone Counties, Illinois, (certain local unions covering Counties outside Cook and Lake County may have local agreements which differ from this area-specimen agreement. In these cases, local area agreements shall prevail for work performed in the respective areas; however, nothing herein shall limit the geographic jurisdiction of this Agreement to less than the geographic area covered by the Laborers' District Council of Chicago and Vicinity), or within such other area as the Union may later establish lawful jurisdiction during the period of this Agreement.

Paragraph 2.1 SUBCONTRACTING. On work covered by this Agreement, the contractor or subcontractor agrees to see that all subcontractors on work within the Union's jurisdiction on this job site adhere to the wages and fringes contained in this Agreement when the subcontract is let by the contractor or subcontractor. If, upon the Union's request, the subcontractor chooses to sign a current labor agreement with the Union (although such signing might not be required under Paragraph 2.1), then the contractor shall be relieved of any liability under this Paragraph 2.1.

Paragraph 2.2. The Employer agrees that it will not contract or subcontract any work covered by this Agreement to be done at the site of construction, alteration, painting or repair of a building, structure or other work, except to a person, firm or corporation that is party to the applicable collective bargaining agreement with the Union.

Paragraph 2.3. If an Employer, bound to this Agreement, contracts or subcontracts any work covered by this Agreement to be done at the jobsite of the construction, alteration, painting or repair of a building, structure or other work to any person or proprietor who is not signa-

tory to this Agreement, the Employer shall require such subcontractor to be bound by all the provisions of this Agreement, or the Employer shall maintain daily records of the subcontractor's or the subcontractor's Employees jobsite hours and be liable for payments to the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity, the Laborers' Pension Fund, and the Construction and General Laborers' District Council of Chicago and Vicinity Joint Apprentice and Training Trust Fund as provided in Article V, Paragraphs 6-8 inclusive and Article XIII of this Agreement.

Paragraph 3. TRADE JURISDICTION. This Agreement shall apply to all Employers engaging Employees who perform any of the following work:

a) The digging and excavating for all sewers, catch basins, manholes, test holes, shafts and subways; the excavation for bridges and viaduct abutments; the excavation or the digging of trenches for, and the laying of, drain pipes, concrete pipes, water pipe extensions, water main taps, water main fusing, water mains from whatever source and beyond the first point of connection from building, conduits in which wire or cables are carried or run, all underground pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts, and water lines and utilities, including temporary, of every description, including excavations or digging to uncover such utilities, drain pipes, concrete pipes, water pipes, water mains, sewer pipes, conduits and gas pipe lines for the purpose of relocation, removal, repair or alterations of such pipes, conduits or pipe lines; and all the temporary piping of every description in connection with excavating and underground construction; the handling, placing and bracing in position of all sheeting forms and steel reinforcing, including the driving thereof, and the welding and burning of same, putting on grout mortar on bottom of sewers about pumping stations, including the erection, alteration and remodeling of same; all common labor performed in connection with the erection, alteration.

remodeling, or demolition of bridges and viaducts, all installations of repairs to and removal of temporary ventilation pipes or water lines in underground work, sewer work or tunnels; the laying and connecting of all non-metallic and metallic pipes; the rodding of all sewer, drain and conduit pipes or systems; and all common labor performed on or about, or in connection with the mixing or handling of materials on any of the work above set forth.

(b) All work performed in free or compressed air in shafts and tunnels for piping, sewers, water, subways (mass transportation systems of all kinds), transporting, diversion, storage, shelters, aquifers and all other types of reservoirs, related to water pollution projects, and all other types of reservoirs, caissons, cofferdams, dikes, dams, levees, culverts, flood control projects, pilings, soil test borings, ground water well test holes, seismograph testing of subsurface, geology, excavation for subsurface installations of industrial, manufacturing, commercial, military, federal, state, county and municipal governmental facilities of every type and description, missile and anti-missile silo shafts, and underground construction for the preparation of the installation of atomic smashing accelerations and appurtenances; and all other underground structures of every type, nature and description in free or compressed air.

(c) The work covered by this Agreement shall be classified as follows: All preparatory work, including the excavating, bracing, drilling and blasting (handling of all powder, including splitting and making of primers), mucking and removal of material from the tunnels and shafts; the cutting, drilling and installations of materials used for timbering or re-timbering, lagging bracing, propping or shoring the shaft or tunnel, and all welding incidental thereto; assembly and installation of multiplate, liner plate, rings, mesh, mats or forms for any tunnel or shaft, including the setting of rods for same; pouring, pumpcreting and guniting of concrete in any tunnel or shaft; the operation, manual or hydraulic jacking of shields and the use of such other mechanical equipment as

may be necessary; all concrete work described as above, and in addition thereto, the hooking on, signaling and dumping of concrete for work over on caissons, pilings, abutments, etc.; the installation of pipe, gratings and grill work for drains or other subsurface purposes; the installation of well points or any other dewatering systems; and also all alterations, maintenance and demolition work on all underground projects; and all other work covered by classifications hereinafter enumerated in Article V herein.

(d) **Compressed Air:** In compressed air, all work underground or in compression chambers, including tending of the outer air lock, shall be covered by this agreement; all construction work in compressed air including, but not limited to, grout men, track men, drillers, shield drivers, miners, lock tenders, muckers, and mucking machine, motor men, rod men, laser beams, compressed air electricians, liner plate setters, ring setters, dynamite men or blasters, air hoist, form men, concrete blower, concrete laborers, power knives, erectors, key boards, agitator car, car pushers, grout machines, steel setters, cage tenders, skimmers, track layers, dump men, timber men or bracers, cherry pick men, nippers, chuck tenders and cable tenders, vibrator men, jet gunmen, gunmen, gunite nozzle men, and all other types of work connected therewith shall be covered by this Agreement.

PERIOD AND INTERVALS OF WORK FOR EACH TWENTY-FOUR HOUR PERIOD

Pressure		Periods	Compression and Decompression
More than Minimum number of pounds Column 1	Not more than maxi- mum number of pounds Column 2	Maximum total hours Column 3	See Current OSHA Regulations
Normal	15	8	
16	26	6	
27	33	4	
34	38	3	
39	43	2	
44		1	

The Employer may determine the time of each period when the pressure is not more than fifteen pounds per square inch, provided that the total for the periods does not exceed eight hours and does not conflict with OSHA regulations. The limits or hours as specified in said table shall apply accordingly to the maximum pressure attained at any time during the period.

(e) **Concrete and Asphalt Testing and Quality Control.** All work in connection with quality assurance/quality control and the collection and testing of construction materials and soil samples for the purposes of quality control/quality assurance. (Concrete and Asphalt Testing and Quality Control shall not be subject to the subcontracting restrictions in Article II).

(f) **Inspection, Maintenance and Repair of Underground Utilities, and Sewers.** All underground and preparatory work, which includes televised inspections, telegrouting, root cutting, herbicide application, lining, vacuuming, vacuum excavation, and jetting, in new or existing utilities, water mains, structures, shafts, tunnels.

sewers, drains, pipes and related structures of every character and description; all work performed on the ground when excavating with a vac-truck.

(g) **Scaffolds.** Erection, planking, maintenance and removal of all scaffolds and windbreaks for lathers, plasterers, bricklayers, masons and other construction trade crafts. Building planking or installation and removal of all staging, swinging, tubular and hanging scaffolds, including maintenance thereof.

Paragraph 4. JURISDICTIONAL DISPUTES. In the event of a jurisdictional dispute over any of the work covered under this Agreement that cannot be adjusted by both parties to this Agreement and the contending party, and if a binding authority recognized by the Union determines the work to be definitely the jurisdiction of some other union, then the parties shall jointly abide by such determination; provided that in the event the decision is appealed by the Union, this provision shall not be applicable until such time as the final decision issues.

Article III

UNION SECURITY

All Employees who are members of the Union on the effective date of this Agreement shall be required to remain members in good standing as a condition of employment during the term of this Agreement. All other Employees shall be required to become and remain members of the Union in good standing as a condition of continued employment from and after the eighth day following the beginning of his employment or the effective date of this Agreement, whichever is later. For the purpose of this Agreement, an Employee shall be considered a member of the Union in good standing, provided he is not delinquent in tendering payment of his periodic union dues and the initiation fees uniformly required by the Union as a condition of membership. If any Employee shall fail to comply with the membership requirements of this Agreement, the Union may notify the Employer to discharge such

Employee. The Employer agrees that he will discharge such Employee when notified in writing by the Union that such Employee has failed to comply with the membership requirements of this Agreement. The Union, by written notice served by registered mail upon the Employer, may demand the discharge of said Employee, specifically stating the basis of said demand, and subject at all times to the Union guarantee to defend, save harmless and indemnify the Employer from any claims or damages accruing to the Employee as a result of the wrongful discharge demand by the Union. The foregoing in all other aspects shall be subject to existing and applicable Federal and state laws governing labor management relations. This Union security provision shall be subject to immediate negotiation with the Employer as to any further changes permissible under future legal authority.

JOB NOTIFICATION AND PRE-JOB CONFERENCE NOTIFICATION (Tunnel Work Only)

1) Immediately upon obtaining a job, the Employer shall notify the Local Union with jurisdiction over the job, describing the size, location and length of the proposed job and the starting time thereof, at least one (1) week prior to the proposed starting date, for the purpose of arranging a pre-job conference.

2) The Employer or his authorized representatives, the District Council, and the Local Union involved shall hold the aforesaid pre-job conference so that the start and continuation of the work may progress without interruption. It shall be the purpose of the pre-job conference to agree upon such matters as the applicable work week and establish starting time, the number of men to be employed, including the number of key men required by the Employer, the method of referral, whether or not there will be a check off of Union initiation fees and dues, or Agency fees, the applicable wage rates and other matters, not including the interpretation of this Agreement it being agreed that any interpretation of this Agreement

should be made between the principal parties hereto so that proper application thereof may be made on the jobs.

3) The Union and the Employer Associations agree to send a copy of this Agreement to all of their affiliates so that the work covered by this Agreement may be performed in an effective and peaceful manner and the Union agrees that the terms of this Agreement shall be recognized by its affiliated District Councils and Local Unions.

PRE-JOB CONFERENCES

(Non-Tunnel Work Only)

If the Union elects, a pre-job conference prior to commencement of work shall be held or if need is for additional men after the job has started, then the conference shall be held before the additional hiring commences if the Union elects. At the pre-job conference, the Employer shall advise the Union of its requirements as to workmen required in the respective classifications, the probable starting date, duration of the job, subcontractors, and working schedules.

Article IV

CHECK-OFF & DUES DEDUCTIONS

Paragraph 1. Employers also agree to deduct from the gross payroll earnings payable to an Employee covered by this Agreement, initiation fees and quarterly Union dues insofar as permitted by state and federal laws upon receipt and in accordance with a duly executed authorization form from the Employees. Said authorization form shall not be revocable for a period of more than one (1) year or prior to the termination date of this Agreement, whichever occurs sooner.

Paragraph 2. All Employers covered by this Agreement shall deduct from the gross payroll earnings of Employees covered by said contract, working dues in the amount designated by the Union and shall remit monthly to the Union office the sums so deducted, together with an accurate list of Employees from whose wages said dues

were deducted and the amounts applicable to each Employee, not later than the 10th day of the month next following the month for which such deductions were made. Dues remittance reports shall include a report of the hours worked and wages earned by each Laborer. Employers who fail to timely remit Union dues shall be assessed an additional ten percent (10%) liquidated damages. The Union shall give thirty (30) days' prior written notice to the Employer of any change in the rate of dues to be deducted and remitted.

Paragraph 3. It is the intention of the parties that such deductions shall comply with the requirements of Section 302(c)(4) of the Labor Management Relations Act of 1947, as amended, and that such deductions be made only pursuant to written assignments from each Employee on whose account such deductions are made, which assignment shall not be revocable for a period of more than one (1) year, or prior to the termination date of this Agreement, whichever occurs sooner.

Paragraph 4. The Union agrees that it will indemnify and hold harmless the Employer from any and all claims, suits, causes of action, or otherwise, as regards the creation and administration of the dues check-off established by this Section and such indemnity and agreement to hold harmless shall include the payment of costs and attorneys' fees on behalf of the beneficiaries of such indemnity.

Paragraph 5. Should any Employer fail to remit dues to the Union as required under this Agreement, the Employer shall be liable for and pay all costs of collection, including reasonable audit expenses and reasonable attorney fees and costs. The Union may file suit, or remove Employees that it represents, or both, for non-remittance or underpayment of dues by an Employer.

Paragraph 6. Effective June 1, 2022, the Employer shall submit monthly dues remittance reports to the Union through the District Council web portal.

Article V
WAGES, HEALTH AND WELFARE AND PENSION
FUND AND PAYMENTS THEREOF

Paragraph 1. WAGES. The scale of hourly wage rates for Sewer Work, Drain Work, Manholes, Water Pipes, Conduit Pipes and Systems and other related tunnel and non-tunnel work shall be increased by two dollars and forty-five cents (\$2.45) per hour effective June 1, 2021 to May 31, 2022, two dollars and fifty cents (\$2.50) per hour total economic increase effective June 1, 2022 to May 31, 2023, two dollars and fifty-five cents (\$2.55) per hour total economic increase effective June 1, 2023 to May 31, 2024, two dollars and sixty cents (\$2.60) per hour total economic increase effective June 1, 2024 to May 31, 2025 and two dollars and sixty-five cents (\$2.65) per hour total economic increase effective June 1, 2025 to May 31, 2026.

For the economic increases listed above, the Union shall also have discretion to allocate to another fund(s) to be established, up to a maximum of thirty cents (\$0.30) per hour over the term of the Agreement (up to twelve cents (\$0.12) in the first year and up to eighteen cents (\$0.18) over the remaining years). The fund(s) shall indemnify and hold harmless Employers who have assigned their bargaining rights to a MARBA-represented Association for purposes of collective bargaining with the Union, and the MARBA-represented Associations party to this Agreement, and MARBA, as regards the creation, implementation and operation of the fund(s), other than the obligation to contribute the designated amounts to the fund(s), and such indemnity and hold harmless shall include the payment of all reasonable costs and attorney's fees actually incurred on behalf of the Employer. The Employer shall give prompt notice to the fund(s) of any claims asserted or suits filed that are subject to indemnification.

SEWER WORK

CLASSIFICATION

	<u>6/1/21</u>	<u>6/1/22</u>	<u>6/1/23</u>	<u>6/1/24</u>	<u>6/1/25</u>
	\$2.45	\$2.50*	\$2.55*	\$2.60*	\$2.65*
Air Track Drill Operations	\$46.25		*allocated by Union in its discretion provided sufficient funds shall be allocated to pension fund to remain in green status (See above paragraph)		
Bottom Men	46.25				
Bracers-Bracing	46.25				
Bricklayers Tenders	46.25				
Catch Basin Diggers	46.25				
Drainlayers	46.25				
Dynamiters	46.25				
Form Men	46.25				
Jackhammermen	46.25				
Powerpack	46.25				
Pipelayers	46.25				
Rodders	46.25				
Welders and Burners	46.25				
Well Point System Men ...	46.25				
Cement Carriers	46.125				
Cement Mixers	46.125				
Concrete Repairmen	46.125				
Mortar Men	46.125				
Scaffold Men	46.125				
Second Bottom Men	46.125				
Concrete Laborers	46.025				
Steel Setters	46.025				
Signal Men	45.90				
Top Laborers	45.90				
All Other Laborers	45.90				

Material Testing Laborer I

(Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt) ... 35.90

Material Testing Laborer II

(Field Inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.) 40.90

Apprentices (1st 6 months)	60% of base rate: (\$27.54)
Apprentices (2nd 6 months)	70% of base rate: (\$32.13)
Apprentices (3rd 6 months)	80% of base rate: (\$36.72)
Apprentices (4th 6 months)	90% of base rate: (\$41.31)
Apprentices (after 24 months)	100% of base rate: (\$45.90)

The premium over and above wages and classifications for all Employees working in compressed air should be as follows:

0 - 15 pounds	\$1.00 per hour
16 - 20 pounds	\$1.50 per hour
21 - 26 pounds	\$2.00 per hour
27 - 33 pounds	\$3.00 per hour
34 and over	\$4.00 per hour

TUNNEL WORK **CLASSIFICATION**

	<u>6/1/21</u>	<u>6/1/22</u>	<u>6/1/23</u>	<u>6/1/24</u>	<u>6/1/25</u>
	\$2.45	\$2.50*	\$2.55*	\$2.60*	\$2.65*
Maintenance Technician . . .	\$46.25	*allocated by Union in its discretion provided sufficient funds shall be allocated to pension fund to remain in green status (See above paragraph)			
Air Track Drill Operators . . .	46.25				
Miner	46.25				
Bricklayers Tenders	46.25				
Concrete Blower Operators .	46.25				
Drillers	46.25				
Dynamiters	46.25				
Erector Operators	46.25				
Form Men	46.25				
Jackhammermen	46.25				
Powerpack	46.25				
Mining Machine Operators .	46.25				
Mucking Machine Operators	46.25				
Laser Beam Operators	46.25				
Liner Plate & Ring Setter . .	46.25				
Shield Driver	46.25				
Power Knife Operators	46.25				
Welders-Burners	46.25				
Pipe Jacking Machine					
Operators	46.25				
Skinners	46.25				

Concrete Repairmen	46.125
Lock Tender (Pressure Side)	46.125
Mortar Men	46.125
Muckers	46.125
Grout Machine Operators	46.125
Track Layers	46.125
Air Hoist Operators	46.025
Key Board Operators	46.025
Car Pushers	46.025
Concrete Laborers	46.025
Grout Laborers	46.025
Lock Tenders (Free Air Side)	46.025
Steel Setters	46.025
Tuggers	46.025
Switchmen	46.025
Cage Tenders	45.90
Dump Men	45.90
Flagmen, Signalmen	45.90
Top Laborers	45.90
Rod Men	45.90

Material Testing Laborer I

(Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt)35.90

Material Testing Laborer II

(Field Inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.)40.90

Paragraph 2. The scale of hourly wage rates for Foremen and Sub-Foreman shall be as follows:

<u>CLASSIFICATION</u>	<u>6/1/21</u>	<u>6/1/22</u>	<u>6/1/23</u>	<u>6/1/24</u>	<u>6/1/25</u>
	\$2.45	\$2.50*	\$2.55*	\$2.60*	\$2.65*
Sewer and Caisson Foremen	\$47.00	*allocated by Union in its discretion provided sufficient funds shall be allocated to pension fund to remain in green status (See above paragraph)			
Sewer and Caisson Sub-Foremen	46.70				
Tunnel Foremen	47.50				

Tunnel Sub-Foremen	47.00
General Foreman	47.50
Superintendent	47.50

Paragraph 3. DOSIMETER USE. A premium of One (\$1.00) Dollar per hour shall be paid to any Laborer required to work with a dosimeter used for monitoring nuclear exposure or with any similar instrument or measuring device.

Paragraph 4. POWER PAC. When a Laborer uses a power driven piece of equipment he shall be paid the rate of pay of the tool at the end of the power pac.

Paragraph 5. MANNER OF PAYMENT. Wages must be paid by payroll check and shall include a stub or statement showing the number of straight time and over-time hours worked and rate of pay.

Direct Deposit. In lieu of paying wages by payroll check, the Employer may make payment by electronic bank draft if the Employee voluntarily accepts such alternate method of payment. The Employer shall not mandate electronic banking as a condition of employment. Electronic wage payments must be transferred to the Employee's bank account no later than the Employee's regular pay day and at no cost to the Employee. If payment is made by electronic bank draft, the Employee must also be provided a record of hours worked, rates of pay, and deductions made, at the same time and containing the same information as if wages were paid by payroll check.

If full wages are not timely transferred to the Employee's account, the Employer shall pay the Employee an additional four (4) hours' pay for each day or portion thereof until full wages are received. Employers who violate the provisions of these paragraphs shall be denied the use of electronic banking for wage payments.

Paragraph 6A. WESTCHESTER HEALTH WELFARE. Employers that employ Employees who participate in the Health and Welfare Department of Construction and General Laborers' District Council of Chicago

and Vicinity may contribute directly to these funds in the amounts allocated for the Westchester Funds by the Union from the economic package and will be subject to the following.

Beginning the period from June 1, 2021 to May 31, 2022, the Employer agrees to make Health and Welfare contributions of sixteen dollars and fifty-five cents (\$16.55) per hour for each hour worked by all Employees who are covered by this Agreement in addition to the wages herein stipulated. This sixteen dollars and fifty-five cents (\$16.55) per hour shall be paid to the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity or a designated appointee at the end of each month.

That for the periods June 1, 2022 to May 31, 2023; June 1, 2023 to May 31, 2024; June 1, 2024 to May 31, 2025 and June 1, 2025 to May 31, 2026; that on May 1 of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension and Training to be allocated from the economic package for that year. (See Article V, Paragraph 1).

The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity, as well as any amendments thereto.

Paragraph 6B. WESTCHESTER PENSION FUND. Employers that employ Employees who participate in the Laborers' Pension Fund may contribute directly to these funds in the amounts allocated for the Westchester Funds by the Union from the economic package and will be subject to the following.

Beginning June 1, 2021, the Employer agrees to make a pension contribution of fourteen dollars and seventy-one cents (\$14.71) per hour for each hour worked by all Employees who are covered by this Agreement in addition to the wages and welfare payments herein stipulated.

This fourteen dollars and seventy-one cents (\$14.71) per hour shall be paid to the Laborers' Pension Fund or to a designated appointee at the end of each month.

That for the periods June 1, 2022 to May 31, 2023; June 1, 2023 to May 31, 2024; June 1, 2024 to May 31, 2025 and June 1, 2025 to May 31, 2026, that on May 1 of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension and Training to be allocated from the economic package for that year. (See Article V, Paragraph 1). The Union agrees that it shall allocate sufficient funds to the pension fund of the Union from the total economic package increases set forth above in each year of this agreement such that the pension fund remains in green status as defined by the Pension Protection Act of 2006, or any successor legislation.

The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the Laborers' Pension Fund, as well as any amendments thereto.

The parties agree that the Employer shall make lump sum contributions to Employee fringe benefit accounts, administered by the Trustees on behalf of each Employee. It is further agreed that such contribution shall be accompanied by a breakdown of payment according to appropriate benefits.

Contributions to all fringe benefit funds under this Agreement shall be made in increments of no less than one-half hour for each half-hour or portion thereof an employee performs covered work.

The Trustees of the Welfare Fund and the Trustees of the Pension Fund shall, among other things, have authority to determine the type and amount of benefits to be provided in each of said funds, the eligibility rules governing entitlement to benefits, and whether and to what extent benefits are to be provided for covered Employees.

The failure of the Employer to contribute to the said Welfare or Pension Funds when the same is establishe^d

provided herein, shall for the purposes of the remedies the Union may pursue, be deemed the same as the failure of the Employer to pay wages, and the Union shall be permitted to remove workers whom they represent for non-payment of such contributions, anything to the contrary in this Agreement notwithstanding.

A grace period of thirty days (30) shall be granted for Employers to submit reports and contributions as provided. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten (10%) percent of the amount of the contributions which are owed. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be at a minimum of ten (10%) percent, waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at the maximum legal rate of interest per annum from the due date until they are paid.

Further, in the event the Trustees refer the account to legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees, and for all reasonable costs incurred in the collection process, including court fees, audit fees, etc.

Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in the amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees, and any other expenses incurred by the Trustees.

The Trustees of the aforementioned Welfare and Pension Funds and the Union shall have the authority to audit the books and records of a participating Employer, either directly or through their authorized representative, whenever such examination is deemed necessary for the purpose of compliance with the provisions of this Agreement, including the obligation to remit Union Dues under Article IV.

Each participating Employer shall make its books and records available to the Trustees for such purpose. In the event the audit discloses that the Employer, during the period of the audit, has underpaid its contributions and/or wages, the Employer shall be liable for the costs of the examination, including but not limited to, audit fees and reasonable attorneys' fees. The Trustees' authority to waive any costs shall be governed by the terms of the Trust Agreement.

Article III, Section 2 of the trust agreements of the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity and the Laborers' Pension Fund shall be amended to include the following: "Association-appointed Trustees must be full-time Employees of contributing Employers within the Association's membership. A contributing Employer shall be defined as an Employer that has employed an average of five (5) or more Laborers performing bargaining unit work for whom contributions have been made per month in each of the previous three (3) calendar years."

The parties agree that the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity and the Laborers' Pension Fund will be operated and administered by a board of trustees that is expanded to include eight (8) Employer and eight (8) Union trustees. Appointing authority for the two additional Employer trustees shall be vested with new Employer associations that currently are not party to the trust agreements and under whose labor agreements more than 20,000 hours of benefits were paid in 2005.

Paragraph 7A. FOX VALLEY HEALTH AND WELFARE. Employers that employ Employees who participate in the Fox Valley Laborers' Health and Welfare Fund may contribute directly to these funds in the amounts allocated for the Fox Valley Funds by the Union from the economic package and will be subject to the following.

Beginning the period from June 1, 2021 to May 31, 2022, the Employer agrees to make Health and Welfare contributions of fourteen dollars and thirty-six cents (\$14.36) per hour for each hour worked by all Employees who are covered by this Agreement and participate in the Fox Valley Laborers' Health and Welfare Fund, in addition to the wages herein stipulated. This fourteen dollars and thirty-six cents (\$14.36) per hour shall be paid to the Fox Valley Laborers' Health and Welfare Fund or a designated appointee at the end of each month.

That for the periods June 1, 2022 to May 31, 2023; June 1, 2023 to May 31, 2024 and June 1, 2024 to May 31, 2025, and June 1, 2025 to May 31, 2026; that on May 1 of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension and Training to be allocated from the economic package for that year. (See Article V, Paragraph 1).

The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the Fox Valley Laborers' Health and Welfare Fund, as well as any amendments thereto.

The parties agree that the Employer shall make lump sum contributions to Employee fringe benefit accounts, administered by the Trustees on behalf of each Employee. It is further agreed that such contribution shall be accompanied by a breakdown of payment according to appropriate benefits.

Contributions to all fringe benefit funds under this Agreement shall be made in increments of no less than one-half hour for each half-hour or portion thereof an employee performs covered work.

The Trustees of the Welfare Fund and the Trustees of the Pension Fund shall, among other things, have authority to determine the type and amount of benefits to be provided in each of said funds, the eligibility rules governing entitlement to benefits, and whether and to what extent benefits are to be provided for covered Emplo-----

The failure of the Employer to contribute to the said Welfare or Pension Funds when the same is established, as provided herein, shall for the purposes of the remedies the Union may pursue, be deemed the same as the failure of the Employer to pay wages, and the Union shall be permitted to remove workers whom they represent for non-payment of such contributions, anything to the contrary in this Agreement notwithstanding.

All reports and payments of contributions due to the respective fringe benefit funds shall be due on the tenth (10th) day of the month following the month in which the hours were worked.

A grace period of thirty (30) days shall be granted for Employers to submit reports and contributions as provided. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten (10%) percent of the amount of the contributions which are owed. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be at a minimum of ten (10%) percent, waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at a maximum legal rate of interest per annum from the due date until they are paid.

In the event the Trustees refer the account to legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees, and for all reasonable costs incurred in the collection process, including court fees, audit fees, etc.

Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in the amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees, and any other expenses incurred by the Trustees.

The Trustees of the aforementioned Welfare and Pension Funds and the Union shall have the authority to audit the books and records of a participating Employer, either directly or through their authorized representative, whenever such examination is deemed necessary for the purpose of compliance with the provisions of this Agreement, including the obligation to remit Union Dues under Article VI.

Each participating Employer shall make its books and records available to the Trustees for such purpose. In the event the audit discloses that the Employer, during the period of the audit, has underpaid its contributions and/or wages, the Employer shall be liable for the costs of the examination, including but not limited to, audit fees and reasonable attorneys' fees. The Trustees' authority to waive any costs shall be governed by the terms of the Trust Agreement.

Paragraph 7B. FOX VALLEY PENSION FUND. Employers that employ Employees who participate in the Fox Valley and Vicinity Laborers' Pension Fund may contribute directly to these funds in the amounts allocated for the Fox Valley Funds by the Union from the economic package and will be subject to the following.

Beginning June 1, 2021, the Employer agrees to make a pension contribution of sixteen dollars and ninety cents (\$16.90) per hour for each hour worked by all Employees who are covered by this Agreement and participate in the Fox Valley and Vicinity Laborers' Pension Fund, in addition to the wages and welfare payments herein stipulated. This sixteen dollars and ninety cents (\$16.90) per hour shall be paid to the Fox Valley and Vicinity Laborers' Pension Fund or to a designated appointee at the end of each month.

That for the periods June 1, 2022 to May 31, 2023; June 1, 2023 to May 31, 2024, June 1, 2024 to May 31, 2025, and June 1, 2025 to May 31, 2026 that on May 1 of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of addi-

tional contributions to Welfare and/or Pension and Training to be allocated from the economic package for that year. (See Article V, Paragraph 1). The Union agrees that it shall allocate sufficient funds to the pension fund of the Union from the total economic package increases set forth above in each year of this agreement such that the pension fund remains in green status as defined by the Pension Protection Act of 2006, or any successor legislation.

The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the Fox Valley and Vicinity Laborers' Pension Fund, as well as any amendments thereto.

The parties agree that the Employer shall make lump sum contributions to Employee fringe benefit accounts, administered by the Trustees on behalf of each Employee. It is further agreed that such contribution shall be accompanied by a breakdown of payment according to appropriate benefits.

Contributions to all fringe benefit funds under this Agreement shall be made in increments of no less than one-half hour for each half-hour or portion thereof an employee performs covered work.

The Trustees of the Welfare Fund and the Trustees of the Pension Fund shall, among other things, have authority to determine the type and amount of benefits to be provided in each of said funds, the eligibility rules governing entitlement to benefits, and whether and to what extent benefits are to be provided for covered Employees.

The failure of the Employer to contribute to the said Welfare or Pension Funds when the same is established, as provided herein, shall for the purposes of the remedies the Union may pursue, be deemed the same as the failure of the Employer to pay wages, and the Union shall be permitted to remove workers whom they represent for non-payment of such contributions, anything to the contrary in this Agreement notwithstanding.

All reports and payments of contributions due to the respective fringe benefit funds shall be due on the fourth

(10th) day of the month following the month in which the hours were worked.

A grace period of thirty (30) days shall be granted for Employers to submit reports and contributions as provided. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten (10%) percent of the amount of the contributions which are owed. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be at a minimum of ten (10%) percent, waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at a maximum legal rate of interest per annum from the due date until they are paid.

In the event the Trustees refer the account to legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees, and for all reasonable costs incurred in the collection process, including court fees, audit fees, etc.

Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in the amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees, and any other expenses incurred by the Trustees.

The Trustees of the aforementioned Welfare and Pension Funds and the Union shall have the authority to audit the books and records of a participating Employer, either directly or through their authorized representative, whenever such examination is deemed necessary for the purpose of compliance with the provisions of this Agreement, including the obligation to remit Union Dues under Article VI.

Each participating Employer shall make its books and records available to the Trustees for such purpose. In the event the audit discloses that the Employer, during the

period of the audit, has underpaid its contributions and/or wages, the Employer shall be liable for the costs of the examination, including but not limited to, audit fees and reasonable attorneys' fees. The Trustees' authority to waive any costs shall be governed by the terms of the Trust Agreement.

Paragraph 8. RECIPROCITY. The parties agree that, whenever contributions are made on behalf of an Employee to welfare and pension funds that are not the home funds of the Employee, the funds receiving such contributions, in accordance with the funds' Reciprocity Agreement, shall transfer such contributions to the home funds and the home fund shall reallocate the contributions between such home funds in the amounts set forth herein.

Subject to the reciprocity provisions of this Article, contributions shall be remitted to the Fox Valley Laborers Health and Welfare Fund and Fox Valley and Vicinity Laborers Pension Fund for all hours worked by any laborer or for any person employed by the Employer doing labor or construction work as herein above defined in Article II hereof, within the jurisdiction of Locals 582 or 1035 or any successor locals covering Kane, Kendall, McHenry or Boone Counties, Illinois.

The foregoing, however, is not intended to and shall not interfere with the practices, requirements or understandings developed under the Fox Valley Agreements concerning those employees who participate in the Westchester Funds, which practices, requirements or understandings shall remain in effect and undisturbed.

Paragraph 9. Section 415 EXCESS BENEFIT FUND. A Section 415 Excess Benefit Fund shall be established for the purpose of providing alternative benefit to any Employees of the Employer who become unable to receive the entire amount of the accrued pension benefits to which they would be entitled under one or more of the pension plans sponsored by their Employer because of limitations established by Section 415 of the Internal

Revenue Code. The Employer may be required and directed by the Board of Trustees of the Excess Benefit Fund to contribute a portion of its agreed-upon "pension" contribution to the Section 415 Excess Benefit Fund and shall not increase the Employer's cost beyond the amount that the Employer is obligated to contribute to the Laborers' Pension Fund and that the funding of the Section 415 Excess Benefit Fund shall be fully tax deductible to the Employer for Federal Income Tax purposes. The Employer hereby agrees that the Board of Trustees of any such Section 415 Excess Benefit Fund shall be authorized to determine each year the amount that will be contributed by the Employer and the amount to be credited to the account of any eligible retiree for payment in lieu of accrued benefits that would exceed the limits set by Section 415 of the Internal Revenue Code.

Paragraph 10. CHICAGOLAND LABORERS' VACATION FUND. The Employer agrees to be bound by the Agreements and Declarations of Trust, as well as any amendments thereto, establishing the Chicagoland Laborers' Vacation Fund, a jointly-trusted vacation plan established for the purpose of providing income to members during their winter layoffs. Contributions to the Fund will be allocated in the Union's sole discretion from the total economic increase.

Paragraph 11. CHICAGOLAND LABORERS' ANNUITY FUND. The Employer agrees to be bound by the Agreements and Declarations of Trust, as well as any amendments thereto, establishing the Chicagoland Laborers' Annuity Fund, a jointly-trusted defined contribution plan providing a supplemental retirement benefit. Contributions to the Fund will be allocated in the Union's sole discretion from the total economic increase

Paragraph 12. SUPERVISORS: To the extent permissible by the Internal Revenue Service or any Federal Act, and for the purposes of Paragraphs 7 and 8 of Article V of this Agreement only, the bargaining unit shall also include those persons in the employ of an Employer who are supervisors, as defined in the Labor Management

Relations Act, as amended; and who at one time were Employee members of the bargaining unit herein on whose behalf contributions were required to be made to the trust funds described in the aforesaid Paragraph 7 and 8 of Article V hereof.

Paragraph 13. OUT OF TOWN WORK. When Laborers who reside or work in the nine-county geographic area covered by this Agreement are voluntarily requested to work at locations outside these nine counties, the Employer shall continue to report and pay benefits for all hours worked outside the nine counties. If the work performed is covered under a labor agreement with the Laborers' International Union of North America or its affiliates, the Employer shall report and pay the benefit contributions to the fringe benefit fund identified, and the contribution rates specified, under that labor agreement. If the work performed is not covered under a labor agreement with the Laborers' International Union of North America or its affiliates, then the Employer shall report and pay the benefit contributions to the fringe benefit funds identified, and the contributions rates specified, under this Agreement. No Employee shall be obligated to accept out of town employment or be subject to retaliation for refusing such work.

Where out of town work requires an overnight stay, the Laborer shall receive paid lodging plus \$55 per night for meals and incidental expenses of the equivalent in accordance with an Employer's policy. Nothing herein shall restrict an Employer's ability to require compliance with its applicable travel related policies. This provision will take effect only for projects bid on or after June 1, 2021.

Paragraph 14. SPECIAL RULES FOR BONDING. An Employer that is owned or managed, in whole or part, by an individual who currently has or previously had in the last ten (10) years ownership or principal managerial responsibility for another contributing Employer that currently is or ceased doing business when delinquent to the Funds shall be required to post for the benefit of the Funds an additional cash bond or obtain a surety bond

from a Fund-approved insurer in an amount equal to twice the amount of the other contributing Employer's delinquency. This amount may be adjusted by the Benefit Fund Trustees for each individual Employer. This bond shall be in addition to and separate from the bond required elsewhere in this Agreement.

Paragraph 15. WITHDRAWAL OF EMPLOYEES.

If the Employees are withdrawn from any job in order to collect contributions to the Laborers' Health and Welfare, Pension and/or Apprenticeship and Training Funds, the Employees who are affected by such stoppage of work shall be paid for lost time up to sixteen (16) hours, provided that two (2) days' written notice of intention to remove Employees from the job is given to the Employer by the Union. These lost time amounts may be collected only from the contractor with whom the Union has a dispute and the Union shall not pursue collection efforts from any other entity. This lost time liability shall not apply if the Employer has made payment on behalf of the affected Employees to another fringe benefit fund under a MARBA labor agreement or a labor agreement of a union affiliated with the Building and Construction Trades Department, AFL-CIO.

Article VI

**BONDING TO GUARANTEE WAGE PAYMENTS
AND WELFARE AND PENSION CONTRIBUTIONS**

Paragraph 1. All Employers shall procure, carry and maintain a surety bond in form and amount satisfactory to the Union, but not less than in the principal sum of \$5,000.00, to guarantee payment of wages, Pension and Welfare Trust contributions, during the term of this Agreement.

Paragraph 2. If the Employer employs between seven (7) and ten (10) Laborers the surety bond shall be increased to \$15,000. If the Employer employs between eleven (11) and twenty (20) Laborers, the surety bond shall be increased to \$25,000. If the Employer employs

twenty-one (21) to forty (40) Laborers, the surety bond shall be increased to \$35,000. If the Employer employs forty-one (41) or more Laborers, the surety bond shall be increased to \$45,000. The trustees of the benefit funds, based on established guidelines or a contractor's payment history, shall have the discretion to adopt a policy that increases, reduces or eliminates the bonding requirements of this Article for those contractors the trustees deem appropriate for such increase, reduction or elimination.

Paragraph 3. The Employer shall be required to obtain an appropriate bond upon execution of this Agreement, which bond may also be posted in cash. Should the Employer fail to comply with the provisions of this Article, the Union may withdraw its Employees or strike until such compliance occurs, and the Employer shall further be liable for all costs, including attorney's fees, incurred in enforcing these provisions.

Paragraph 4. The Employer shall give notice to the Union and the appropriate Fund Office in writing not later than ten (10) days after the occurrence of any of the following events relating to the Employer, occurring after the date hereof:

- (a) Formation of Partnerships;
- (b) Termination of business;
- (c) Change of name commonly used in business operation;
- (d) Change in form of business organization;
- (e) Incorporation of business;
- (f) Dissolution of corporation;
- (g) Name and business organization of successor;
- (h) Admission to or withdrawal from any association operating as a multi-employer bargaining agent.

Paragraph 5. WITHDRAWAL OF EMPLOYEES. If the Employees are withdrawn from any job in order to ensure compliance with the provisions of this Article, the Employees who are affected by such stoppage of work

shall be paid for lost time up to sixteen (16) hours, provided that two (2) days' written notice of intention to remove Employees from the job is given to the Employer by the Union. These lost time amounts may be collected only from the contractor with whom the Union has a dispute and the Union shall not pursue collection efforts from any other entity. This lost time liability shall not apply if the Employer produces the required bond before expiration of the two-day notice period.

Article VII

INDUSTRY FUNDS

Paragraph 1. Each Employer shall pay into the MID-AMERICA REGIONAL BARGAINING ASSOCIATION INDUSTRY ADVANCEMENT FUND (hereinafter sometimes referred to as the "Industry Fund"), or such other fund as MARBA may in its sole discretion designate at any time during the term of this Agreement, the amount of six cents (\$0.06) for each hour worked for the Employer by those of his Employees who are covered by this Agreement.

Each Employer shall pay into the Chicago-Area Laborers-Employers Cooperation and Education Trust ("LECET"), the amount of seven cents (\$0.07) for each hour worked for the Employer by those of his Employees who are covered by this Agreement.

Each Employer shall pay into the Laborers' District Council Labor-Management Cooperation Committee ("LDC/LMCC"), the amount of seventeen cents (\$0.17) for each hour worked for the Employer by those of his Employees who are covered by this Agreement.

Each Employer shall contribute one cent (\$0.01) per hour for each hour worked by his/her Employees who are covered by this Agreement to the Construction Industry Service Corporation ("CISCO"), a not for profit corporation.

Paragraph 2. The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the Industry Fund, as well as any amendments thereto, and

agrees to be bound by all actions taken by the Trustees of said Industry Fund pursuant to said Agreement and Declaration of Trust and amendments thereto. The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the LECET and LDC/LMCC, as well as any amendments thereto.

Paragraph 3. Inasmuch as the existence and utilization of these Industry Fund(s) should result in increased construction and, therefore, in increased construction job opportunities for Employees, the Union agrees to cooperate in assuring that the contributions required by this Article are in fact made by Employers bound by this Agreement.

Paragraph 4. For the period June 1, 2021 to May 31, 2026, each Employer shall contribute one cent (\$0.01) per hour for each hour worked by its Employees who are covered by this Agreement to the Chicagoland Construction Safety Council, a not for profit corporation.

Article VIII

WORK HOURS - OVERTIME - HOLIDAYS ELECTION DAYS

HOURS

Paragraph 1. Eight (8) hours shall constitute a regular workday, from Monday through Friday.

Paragraph 2. Forty (40) hours shall constitute a regular workweek, from Monday through Friday.

Paragraph 3. The Employer will abide by all overtime requirements below.

Paragraph 4. An employee required to work through his or her eating period shall nevertheless work for at least 8.5 hours (inclusive of one half hour paid at time and one half).

OVERTIME

Paragraph 1. Time and one-half (1½)) shall be paid for all time worked up to four (4) hours in excess of eight (8) hours in any one regular workday.

Paragraph 2. Double time shall be paid for all time worked in excess of twelve (12) hours in any one regular workday.

Paragraph 3. Time and one-half shall be paid for all time worked in excess of forty (40) hours in any work-week.

Paragraph 4. Time and one-half shall be paid for any work done on Saturdays for the first ten (10) hours regardless of the number of hours worked in the regular workweek; and double time shall be paid for all time worked over ten (10) hours.

Paragraph 5. Unless the Employer is delinquent in the payment of fringe benefit fund contributions or working dues, has failed to comply with a JGC or arbitration award, or is in violation of JATC rules, in weeks that have designated holidays, but not more often than six (6) times per year, the Employer may schedule four (4) consecutive ten (10) hour work days at straight time. The four (4) ten-hour workdays can be nonconsecutive if the other trades working alongside the Laborers are working the same schedule. In order to use this alternate work schedule, the Union and the Employees must have notice no later than four o'clock pm on the preceding Friday. The notice to the Union shall be through the District Council web portal.

HOLIDAYS

The following days shall be considered Holidays and shall be paid at double time rates: All Sun- days, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day. All Sunday and Holiday work shall be cut to a minimum and shall be resorted to only protect life and property. When a Holiday falls on Monday through Friday, make-up day on Saturday shall be paid at time and one-half for the first ten (10) hours and double time thereafter. If a holiday falls on a Sunday, it shall be celebrated on the following Monday. If a holiday falls on a day other than Sunday, it shall be celebrated on that date.

ELECTION DAYS

Paragraph 1. On Election Days, the individual Employee in this trade shall be allowed not more than two (2) hours from the job without pay for the purpose of voting.

Paragraph 2. The time allowed shall be at the Employer's discretion so as not to interfere with scheduled work, except where such discretion is in conflict with State or Federal laws.

Article IX SHIFT WORK

Paragraph 1. No Employee shall work more than one shift of eight (8) hours in twenty-four (24), except as herein provided.

Paragraph 2. Eight (8) hours shall constitute a night's work which under normal, usual and ordinary conditions and circumstances shall commence at 4:00 P.M. when two gangs are employed. Where three gangs are employed, one shift will follow the other, and in order that work may be continuous, the shifts shall begin at 8:00 A.M.; 4:00 P.M.; and 12:00 o'clock midnight.

Paragraph 3. Under other conditions and circumstances, starting time of eight (8) hour shifts shall be optional with the Employer, provided said Employer notifies the Employee of such starting time.

Paragraph 4. When three eight (8) hour shifts or two twelve (12) hour shifts are worked, one (1) eating period of one-half hour during each shift shall be allowed without a deduction of pay. Where one or two eight (8) hour shifts are worked, the eating-period pay will not apply. Employees shall receive eight (8) hours' pay under this Section even if they are permitted to leave after seven and one-half (7½) hours, and it shall be a violation of this Agreement if an Employee does not receive eight (8) hours' pay. Employees who work eight (8) hours on a shift without receiving one-half hour lunch shall receive,

in addition to the eight (8) hours' pay as provided in this Section, one (1) hours' pay at the applicable premium rate.

When it is necessary that the contractor use more than one shift for a period of three (3) or more consecutive days, the Union shall be notified twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations.

Paragraph 5. SHIFT DIFFERENTIAL. Where a second eight (8) hour shift is established, Employees working on the second shift shall receive fifty cents (\$0.50) per hour in addition to their base rate of pay. Where a third shift is established, or where a second twelve (12) hour shift is established, Employees working on such shifts shall receive one dollar (\$1.00) per hour in addition to their base rate of pay.

Article X WORK RULES AND CONDITIONS

Paragraph 1. REPORTING TIME PAY. a) After a person has been hired and ordered to report for work at the regular starting time and no work is provided for him on the day he has so reported, he shall receive four (4) hours' pay at the rate applicable for that day, weather conditions, fire, accident or other unavoidable cause, beyond the Employer's control excepted: however, when an Employee is directed to wait before starting work during inclement weather by the Employer, his Superintendent or Foreman, and said Employee is not notified within thirty (30) minutes that no work will be done because of such conditions, the Employee shall receive two (2) hours' pay; further, if Employees perform any work and then are prevented from completing a day's work because of inclement weather, they shall receive a minimum of four (4) hours pay; but if they work over four (4) hours, they shall be paid for eight (8) hours.

b) **WORK DAY.** Once a work day has been established (starting time) it shall not be changed unless agreed

upon by the Employer and the Union. (With the exception of emergencies.)

c) When notification that work shall not be performed on a particular day, notification of such fact to the Steward shall constitute notice to the men, provided such notification is made during working hours and the Steward is afforded a reasonable opportunity to notify the men.

Paragraph 2. When an Employee is discharged or laid off, the Employer shall pay all wages due him on the day of discharge or layoff. Wages due, at the option of the Employer, may be paid in person or placed in the mail that same day.

Paragraph 3. An Employee quitting of his own accord shall be paid on the next regular pay day.

Paragraph 4. At the discretion of the Employer or his Foreman, all small tasks customarily performed by Employees covered by this Agreement may be done by others, if:

a) Such Employees are not on the job;

b) The tasks to be performed and can be done in not more than one-half hour in any one day.

Paragraph 5. SAFETY AND SANITATION. Fresh drinking water and suitable shelters for the changing of work clothes shall be provided by the Employer on the job site. In inclement weather, heated shelters shall be provided for such purpose, and all work of the Employee shall be performed under mutually agreed safety and sanitary conditions in conformity with Federal, State and Municipal regulations in effect. The Employer also agrees that it will ice the water at the start of each shift.

Paragraph 6. TOOLS AND EQUIPMENT. There shall be no restrictions of the use of any type of machinery, tools or labor-saving devices. Tools, boots, hard hats, rain gear, implements and safety equipment shall be furnished by the Employer and the same shall remain the property of the Employer. Hard hats and safety equip-

ment shall be maintained and worn at all times as directed by the Employer, or at any time the task at hand may be hazardous to the Employee.

Paragraph 7. WORKER'S COMPENSATION. The Employer agrees to provide security for the payment of compensation to Employees injured, in accordance with the provisions of the Illinois Worker's Compensation Act. The Employer shall, upon request of the Union, submit a certificate of compliance evidencing same.

Paragraph 8. NON-DISCRIMINATION. The Employer agrees that there shall be no discrimination against any Employee who may be an officer, steward or member of the Union serving on any committee authorized by the Union.

The masculine gender has been used in this Agreement to facilitate ease of writing and editing and therefore the masculine gender shall include the feminine gender. Whenever the words "he", "him", "his", or "man" is used, they shall be read and construed as "he or she", "him or her", "his or hers", and "man or woman", respectively.

Paragraph 9. RIGHTS OF PARTIES.

a) Business Representatives of the Union shall be allowed to visit all jobs during working hours to interview the Steward or men working on the job.

b) In all tunnel work, the Union shall be recognized as the sole Local of the Laborers' International Union of North America to perform the work classified in Article II of this Agreement.

Paragraph 10. PAYMENT DISPUTES. Notwithstanding this Agreement of the parties that, in principle, disputes should never cause work stoppages, the parties consider an Employer's default in payment of wages, and contributions to the Health and Welfare and Pension Funds to be grounds for an exception to this principle, and provisions for enforcement of it hereafter made; and the Union is, therefore, expressly authorized to cause the

Employees to stop work immediately on any job on which wages admittedly owed are not paid promptly when due. The authorization to cause immediate work stoppage shall not extend to any case where a dispute in good faith exists between the Employer, Employee or Employees as to the amount due. The Employer agrees that no punitive action shall be taken against their Employees, if said Employees refuse to cross a picket line that may be placed on the job or project of their Employer.

Paragraph 11. LIQUIDATED DAMAGES. Payment by the Employer and acceptance by the Employee of less than wage herein stipulated shall be a violation of this Agreement upon the part of each. Upon conclusive proof to the Joint Grievance Committee of such violation, the Employer shall immediately pay the unpaid balance due in accordance with the wage herein stipulated; and in addition thereto, shall pay as directed by the Joint Grievance Committee an amount no less than the fifty percent (50%) of the amount of such pay shortage as just and liquidated damages because of such violation. In cases where an Employee was knowingly complicit in the underpayment of wages, none of the liquidated damages assessed against the Employer shall be awarded to that Employee.

Paragraph 12. KEY MAN. The Employer may utilize no more than one (1) Laborer at a job site as its key man who resides outside the geographic area covered by this Agreement. This limitation shall not apply to any Laborer who works regularly and continuously within the geographic area covered by this Agreement. Exceptions can be made with the parties' mutual agreement in order to obtain reciprocal arrangements with other jurisdictions.

Paragraph 13. ACCESS TO PREMISES. Authorized representatives of the Union shall have access to all construction projects, provided that they first notify the Employer of their arrival, that they do not stop the progress of the project (except to the extent as may be authorized in this Agreement), and provided further that

such representatives fully comply with the visitor and security rules established for the construction project by the general contractor and the owner. It shall be the duty of the Employer to provide adequate passes, as requested by the Union, provided the Employer is able to do so.

Paragraph 14. Public Health Emergencies. In any county or portion thereof covered by this Agreement, if the Illinois Governor declares a public health emergency, and for the duration thereof, the Employer shall abide by recommendations from the Centers for Disease Control (CDC) and the Illinois Department of Public Health (IDPH), and all applicable laws and regulations, for construction worker health and safety. If the Employer fails to timely comply with such requirements after notice from and discussion with the Union (including the District Council if requested), the Union may withdraw employees from any worksite not in compliance herewith.

Article XI STEWARDS

Paragraph 1. The parties agree that the following basic principles apply to the selection of a Job Steward:

1) The Union requires that a Steward must fully protect the interest of the Union.

2) The Employer requires that the Steward be a Laborer who can efficiently perform his duties as a Laborer and will not disrupt the job unnecessarily in discharging his duties as a Steward.

3) To meet the two basic principles agreed to by the parties, it is further agreed:

a) The Job Steward shall be a working Laborer;

b) The Steward shall be selected by the Business Manager of the Union with jurisdiction over the job;

c) In selecting a Steward, preference shall be given to the Union members presently employed in the bargaining unit of the Employer on the specific site, provided, how-

ever, that if, in the judgment of the Business Manager, no presently employed Union member is competent to act as Steward, the Steward shall be selected from outside the bargaining unit. A reason shall be given by the Business Manager why no member is competent. However, the reason shall not infringe upon the right of the Business Manager to select the Steward; and

d) The Union shall have the right to replace any Steward at any time.

The Steward shall be subject to the same terms of employment as any other Employee and said Steward shall not be discriminated against for so acting, and, if qualified, shall remain employed on the job as long as there are other members of the Union employed by the Steward's employer to work on the said job. He shall, however, be subject to removal for cause.

Paragraph 2. Among other duties, one of the duties of the Steward shall be to see to it that every Employee is in compliance with Article III of this Agreement when applicable; Employees shall report to the Stewards any differences or disputes which may arise in connection with the work or any part of it, and the Steward shall report same to the office of the Union.

Article XII

FOREMEN - SUB-FOREMEN

When fewer than five (5) Laborers are employed, then, if in the judgment of the Employer, a Labor Foreman is required upon the work, such Foreman shall be selected by the Employer among the employed Laborers. However, when more than five (5) but less than ten (10) Laborers are employed, the Employer shall be required to select a Laborer as a Labor Foreman. Where more than ten (10) Laborers are employed, the Employer shall be required to select a Laborer as a Sub-Foreman for the first ten (10) Laborers employed thereafter. When a Labor Foreman is in charge of five (5) or more Laborers, his duties will be confined to supervision.

Article XIII
TRAINING AND
APPRENTICE PROGRAM

Paragraph 1. APPRENTICE COMMITTEE. MARBA and the Union shall create a Joint Apprenticeship Training Committee (JATC), consisting of three (3) management and three (3) Union appointees to draft a trust agreement, hire staff, develop apprenticeship standards and oversee implementation of the apprentice program. The Employer hereby adopts and shall be bound by the agreement and declaration of trust established by the JATC for the apprentice program, together with any amendments thereto, which are incorporated by reference herein. The JATC shall have authority to set and enforce penalties for violations of the apprenticeship rules.

Paragraph 2. APPRENTICESHIP AND TRAINING FUND. The Employer shall contribute ninety cents (\$0.90) per hour for each hour worked from June 1, 2021 to May 31, 2022 for all Employees who are covered under this Agreement to the Construction and General Laborers' District Council of Chicago and Vicinity Apprenticeship and Training Fund payable to the Training Fund or a designated appointee at the end of each month and such additional sums as the Union may designate in its sole discretion from its total economic package on June 1, 2022, June 1, 2023, June 1, 2024 and June 1, 2025 under this Agreement. The terms of the trust establishing the Fund are incorporated by reference herein and all terms regarding auditing, assessment, non-payments and grace periods as set out in the Collective Bargaining Agreement regarding payment of Welfare and Pension Fund contributions shall apply as if fully set forth herein for the Construction and General Laborers' District Council of Chicago and Vicinity Apprenticeship and Training Fund.

Paragraph 3. The term of apprenticeship shall be 2,400 hours, or two years, whichever occurs later, or such other duration as is mutually agreed by the Training and

Apprenticeship Fund trustees. All Health and Welfare, Pension, Training Fund, Industry Advancement and other contributions required under this Agreement will commence immediately upon employment of an apprentice. Union affiliation will be required after seven (7) days of employment.

Paragraph 4. The wages per hour paid to apprentices shall be as follows:

1st six (6) months:	60% of journeyman (base) wages
2nd six (6) months:	70% of journeyman (base) wages
3rd six (6) months:	80% of journeyman (base) wages
4th six (6) months:	90% of journeyman (base) wages
After twenty-four (24) months:	100% of journeyman (base) wages

Paragraph 5. The ratio of journeymen to Apprentices shall be six (6) Laborer journeymen to one (1) Laborer apprentice on a company-wide basis, with no more than twenty percent (20%) of Laborers being apprentices on any one job site of the Employer. Employers who employ a maximum of between one (1) and five (5) Laborer journeymen shall be entitled to one (1) Laborer apprentice, who may be assigned to jobsites irrespective of the twenty percent (20%) job site maximum specified in this provision.

Paragraph 6. Referral of apprentices will be through the Local Union with jurisdiction over the job site. Employers requesting apprentices will be assigned an apprentice by the JATC from the available apprentice pool. The JATC can limit the number of apprentices to that which is adequate for current needs and which can be properly trained by the program. Employers may recall their laid off apprentices to work, provided that the Employer complies with the ratios set forth in Paragraph 5. All apprentices must report their hours weekly to the JATC. All apprentices will be required to undergo testing by the JATC for the presence of illegal substances at the time they enter the apprentice program.

Paragraph 7. MANDATORY APPRENTICESHIP. Under the terms described below, all inexperienced Laborers employed under this Agreement shall enter the trade as apprentices. The Joint Apprenticeship Training Committee shall establish the rules and procedures to implement this mandate no later than January 1, 2019.

The mandatory apprenticeship terms shall include the following:

1. Employers shall be allowed to employ the individuals of their choice for apprenticeship, up to the maximum ratios in the Agreement, provided those individuals fulfill the conditions and requirements of the apprentice program. No Employer shall be refused sponsorship of an eligible apprenticeship applicant due to lack of openings in the apprenticeship program. There shall be no limit to the number of apprentices an employer can sponsor provided however that the employer shall not exceed the employment of apprentice ratios contained in the Agreement.
2. Other terms of employment for apprentices shall be as set forth in this Article unless otherwise agreed by the JATC.

Article XIV

SETTLEMENT OF DISPUTES

Paragraph 1. Any dispute concerning the interpretation or application of this Agreement between an Employer and the Union shall be adjusted by the particular Employer and Union, in the first instance. Jurisdictional disputes (that is, competing claims for the assignment of work) are not subject to being processed through this grievance procedure.

Paragraph 2. In the event that the matter is not settled, the Union may file a written grievance, which shall be submitted to a Joint Grievance Committee (hereinafter the "JGC") comprised of three (3) Employer representatives selected by MARBA and three (3) Union representatives.

tives selected by the Construction and General Laborers' District Council of Chicago and Vicinity, which shall convene monthly. The JGC shall adopt its own rules of procedure. The Union must file the grievance within forty-five (45) days of the date of the occurrence giving rise to the grievance or when the affected Employee knew or reasonably should have known of the existence of the grievance. Grievances not filed within the forty-five (45) day period are deemed waived and are not subject to being processed through this procedure. The determination of the JGC shall be governed by majority vote, provided that the Employer representatives and Union representatives shall have equal voting power. If decided by majority vote, the grievance determination and any relief determined to be appropriate shall be final and binding upon all parties.

Laborers who prevail in their grievances shall be compensated for two (2) hours lost time to attend the JGC Grievance hearing. Grievances shall be dismissed if the grievant fails to appear at the scheduled hearing and no continuance is granted by the JGC.

Paragraph 3. In the event that the JGC is deadlocked upon the disposition of a grievance, then the Union or the Employer may refer the matter to arbitration by so notifying the other within thirty (30) days of the date of the JGC decision. The moving party shall obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service, provided that all arbitrators maintain their principal office in the Chicago area. The party selected by lot shall strike the first name from the list, then parties shall alternately strike names from the list until one arbitrator remains.

Grievances alleging a violation of Fundamental Principle No. 8 of this Agreement shall be initiated with the designated company official and may be processed under the grievance procedure contained herein or advanced directly to arbitration at the discretion of the Union. Such grievances shall be subject to the same forty-

five (45) day time limitation as provided under this Article. In the event the Union elects to proceed directly to arbitration over a grievance concerning a violation of Fundamental Principle No. 8 of this Agreement said grievance must be referred to an arbitrator within thirty (30) days from the date of filing. The parties to the grievance may agree to extend the time in which the grievance is to be referred to an arbitrator by written mutual agreement. If the Union does not timely elect to proceed directly to arbitration of the grievance, the grievance shall be heard by the JGC and the process set forth in paragraphs 2 and 3 above shall apply.

Paragraph 4. The decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall not be empowered to amend, alter or add to this Agreement. The arbitrator's expenses shall be jointly paid by the Employer and the Local Union between whom the grievance exists.

Paragraph 5. Any party who fails to comply with an award within seven (7) days' notice of an arbitrator's award or the JGC determination shall be responsible for an additional ten percent (10%) liquidated damages on any monetary award and all court costs and reasonable attorney fees actually incurred by the party enforcing the award.

Paragraph 6. With regard to this Article, the Union reserves its right, and it shall not be a violation of this Agreement, for the Union to strike, picket and/or withdraw its Employees from any Employer who fails to pay wages or fringe benefits as required under this Agreement. Except as provided in this Article, there shall be no strike, slowdown, withdrawal of men or other concerted refusal to work by the Union or the Employees during the term of this Agreement. Further, there shall be no lockout by the Employer. The Employer further agrees that no punitive action shall be taken against its Employees if said Employees refuse to cross a picket line that may be placed on the job or project of their Employer.

Paragraph 7. WAGE AUDITS. Where the grievance concerns wages that are reflected in a wage audit showing a pattern or practice of wage underpayment, the grievance must be filed within forty-five (45) days after the Union's receipt of the audit. The recovery of any wages shall be limited to the two-year period preceding the grievance filing date (or three (3) years if so determined for cause by the Joint Grievance Committee). In cases where an Employee was knowingly complicit in the underpayment of wages, that Employee shall be limited to receiving unpaid wages from the last forty-five (45) days and the additional amounts assessed against the Employer shall first be paid to defray the audit costs and thereafter as directed by the Joint Grievance Committee.

Article XV ALCOHOL AND SUBSTANCE ABUSE

The parties incorporate the CISCO Uniform Drug/Alcohol Abuse Program, as modified, attached hereto as ~~Addendum~~.

It is recognized that some client owners require additional substance abuse procedures to be followed on their projects for all trades, and it shall not be a violation of this agreement for signatory Employers to comply with such procedures, provided prior written notification is given to the District Council.

Article XVI APPROVAL

Paragraph 1. EMPLOYER'S WARRANTY. The Underground Contractors Association and its bargaining association represent and warrant that they are the bargaining agents of all the individual Employers of the Underground Contractors Association who are now or hereafter become members of said Underground Contractors Association and who assign to the Association full authority to negotiate and execute this Agreement.

Paragraph 2. EXECUTION. It is expressly agreed and understood that execution of this Agreement by authorized representatives of the Underground Contractors Association shall be conclusively presumed sufficient legal execution by all individual contractors represented by said Association and that individual executions are not required for this Agreement to be binding on such Contractors.

Paragraph 3. SAVINGS CLAUSE. Any provision contained herein which is contrary to or held to be in violation of any State or Federal Law shall be void and of no force or effect, and this Contract shall be construed as though such void provision were not a part hereof, it being intended that the other provisions of this Contract shall not be affected thereby.

**CONSTRUCTION AND GENERAL LABORERS'
DISTRICT COUNCIL OF CHICAGO AND VICINITY**

By:  James P. Connolly, Business Manager


By: Charles V. LoVerde III, Secretary-Treasurer

**UNDERGROUND CONTRACTORS ASSOCIATION
BY THE MID-AMERICA REGIONAL BARGAINING
ASSOCIATION**


By: Seth Gudeman, Chairman

ADDENDUM

CONSTRUCTION INDUSTRY SERVICE CORPORATION JOINT LABOR-MANAGEMENT UNIFORM DRUG/ALCOHOL ABUSE PROGRAM

I. Policy Statement

The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. (Company Name), and the signatory unions seek to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, health work environment for all of its Employees.

II. Definitions

a. **Company Premises** - The term "Company Premises" as used in this policy includes all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the company. Construction job sites for which the company has responsibility are included.

b. **Prohibited Items & Substances** - Prohibited substances include illegal drugs (including controlled substances, look alike drugs and designer drugs), alcohol beverages, and drug paraphernalia in the possession of or being used by an Employee on the job.

c. **Employee** - Individuals, who perform work for (Company Name), including, but not limited to, management, supervision, engineering, craft workers and clerical personnel.

d. **Accident** - Any event resulting in injury to a person or property to which an Employee, or contractor/contractor's Employee, contributed as a direct or indirect cause.

e. **Incident** - An event which has all the attributes of an accident, except that no harm was caused to person or property.

f. **Reasonable Cause** - Reasonable cause shall be defined as excessive tardiness, excessive absenteeism, and erratic behavior such as noticeable imbalance, incoherence, and disorientation.

III. Confidentiality

a. All parties to this policy and program have only the interest of Employees in mind, therefore, encourage any Employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An Employee assistance program will provide guidance and direction for you during your recovery period. If you volunteer for help, the company will make every reasonable effort to return you to work upon your recovery. The company will also take action to assure that your illness is handled in a confidential manner.

b. All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know".

c. When a test is required, the specimen will be identified by a code number, not by name, to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamper proof. The donor must witness this procedure.

d. Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.

e. The handling and transportation of such specimen will be properly documented through the strict chain of custody procedures.

IV. Rules - Disciplinary Actions - Grievance Procedures

1. **Rules** - All Employees must report to work in a physical condition that will enable them to perform their jobs in a save and efficient manner. Employees shall not:

a. Use, possess, dispense or receive prohibited substances on or at the job site; or

b. report to work with any measurable amount of prohibited substances in their systems.

2. Discipline - When the company has reasonable cause to believe an Employee is under the influence of a prohibited substance, for reasons of safety, the Employee may be suspended until test results are available. If no test results are received after three (3) working days, the Employee, if available, shall be returned to work with back pay. If the test results prove negative, the Employee shall be reinstated with back pay. In all other cases:

a. Applicants testing positive for drug use will not be hired.

b. Employees who have not voluntarily come forward, and who test positive for drug use, will be terminated.

c. Employees who refuse to cooperate with testing procedures will be terminated.

d. Employees found in possession of drugs or drug paraphernalia will be terminated.

e. Employees found selling or distributing drugs will be terminated.

f. Employees found under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to termination.

3. Prescription Drugs - Employees using prescription medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisors of such prescription drug use. For the safety of all Employees, the company will consult with you and your physician to determine if a re-assignment of duties is necessary. The company will attempt to accommodate your needs by making any appropriate re-assignment. However, if a re-assignment is not possible, you will be placed on temporary medical leave until released as fit for duty by a prescribed physician.

4. **Grievance** - All aspects of this policy and program shall be subject to the grievance procedure contained in the applicable collective bargaining agreement.

V. Drug/Alcohol Testing

The parties to this policy and program agree that under certain circumstances, the company will find it necessary to conduct drug and alcohol testing. While “random” testing is not necessary for the proper operations of this policy and program, it may be necessary to require testing under the following conditions:

a. A pre-employment drug and alcohol test may be administered to all applicants for employment. Employees recalled to work by an Employer, and Employees referred to an Employer by the Union who are requested to be tested, shall be compensated at their regular hourly rate of pay for the time required in such testing;

b. A test may be administered in the event a supervisor has a reasonable cause to believe that the Employee has reported to work under the influence, or is or has been under the influence while on the job; or has violated this drug policy. During the process of establishing reasonable cause for testing, the Employee has the right to request his on- site representative to be present;

c. Testing may be required if an Employee is involved in a workplace accident/incident or if there is a workplace injury;

d. Testing may be required as part of a follow-up to counseling or rehabilitation for substance abuse, for up to a one (1) year period.

Each Employee will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. If an Employee refuses to sign a consent form authorizing the test, ongoing employment by the company will be terminated.

Drug testing will be conducted by an independent accredited laboratory (National Institute on Drug Abuse

and/or College of American Pathology), and may consist of either blood or urine tests, or both as required. Blood tests will be utilized for post accident investigation only.

The company will bear the costs of all testing procedures.

VI. Rehabilitation and Employee Assistance Program

Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an Employee voluntarily notifies supervision that he or she may have a substance abuse problem, the company will assist in locating a suitable Employee assistance program for treatment, and will counsel the Employee regarding medical benefits available under the company or Union health and welfare/insurance program.

If treatment necessitates time away from work, the company shall provide for the Employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An Employee who successfully completes a rehabilitation program shall be reinstated to his/her former employment status, if work for which he/she is qualified exists.

Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one year. A positive test will then result in disciplinary action as previously outlined in this policy and program.


WORK RULES COMMITTEE


The Union and MARBA together shall create a Work Rules Committee consisting of an equal number of members representing each party with no more than three (3) persons from each. Alternate members may be appointed. The purpose of this Committee shall be to consider, discuss, and propose, under appropriate circumstances, Work Rule changes to the Agreements.

No discussions by or meetings of the Committee shall be considered to be a reopening of the Agreements. At all times, the no-strike and no-lockout provisions of the Agreements shall remain in full force and effect.

Any Work Rule changes proposed by the Committee must be ratified by the Union and MARBA.

CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY

By:  James P. Connolly, Business Manager


By: Charles V. LoVerde III, Secretary-Treasurer

UNDERGROUND CONTRACTORS ASSOCIATION BY THE MID-AMERICA REGIONAL BARGAINING ASSOCIATION


By: Seth Gudeman, Chairman

Side Letter #1

Understanding the importance of verifying the prevailing wage under Illinois law and under the Davis-Bacon Act, the parties have agreed to meet during the contract term to develop a mutually agreeable procedure to provide information necessary to the Illinois Department of Labor to confirm the prevailing wage rate for work performed in the counties covered by their labor agreements.

Side Letter #2

This serves to confirm our discussions during the 2017 labor negotiations concerning Union proposal No. 4, accepted by MARBA, which provides as follows: *“Revise language to state “each hour worked by all Employees who are covered by this Agreement..... “”*

As we discussed, the intent of the proposal is to better enable the fringe benefit funds to seek contributions from those employers who may split hours worked by employees covered by the MARBA agreements; and further, that the intent is not to change which employees are covered by the Agreement. The parties also agreed that the language is not intended to permit employers to “buy” benefits for certain workers by having employees, otherwise not covered by the labor agreements, perform Laborers’ work on an insignificant basis.

To that end, the parties agreed that the Trustees of the fringe benefit funds will formulate a policy that encapsulates the aforementioned intent of the agreed upon language.

July 11, 2024

Misfits Construction Company

333 South Wabash Avenue,
Suite 2700
Chicago, IL 60604

To Whom It May Concern:

Enclosed you will please find a copy of the Department of Labor certification that you requested recently.

You may also use this letter as verification that Misfits Construction Company is indeed signatory to the Chicago Laborers District Council and contributes to the Laborers Apprenticeship Fund and their active account is current.

Our Mandatory Apprentice Program has successfully trained and graduated hundreds of apprentices providing safe, efficient and hard-working employees for signatory employers. The LIUNA Chicagoland Laborers' District Council Training and Apprenticeship Fund has graduated the following number of apprentices within the last five years:

2023: 190
2022: 125
2021: 86
2020: 94
2019: 77

Regards,



John Retondo
Director of Apprenticeship

Labor Trustees

James P. Connolly, *Chairman*
Michael Bivins
Shawn Fitzgerald
Martin Flanagan
Joseph V. Healy
Lloyd "Curly" Vaughn

Executive Director

Keith Vitale

Management Trustees

David Lorig, *Secretary*
Seth Gudeman
Shane Higgins
Joseph Koppers
Robert G. Krug
William Vignocchi

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Chicagoland Laborers

Carol Stream, IL

For the occupation of CONSTRUCTION CRAFT LABORER

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

April 12, 1999

Date

IL017990001

Registration No.



A handwritten signature in dark ink, appearing to read "J. V. Ladd", is written over a horizontal line.

Administrator, Office of Apprenticeship



STANDARDS OF APPRENTICESHIP

Developed by

**LiUNA Chicagoland Laborers' District Council Training
& Apprentice Fund and Board of Trustees**

AND

**Construction and General Laborers' District
Council of Chicago and Vicinity, Laborers'
International Union of North America**

For the occupation of

Construction Craft Laborer

O*NET-SOC CODE: 47-2061.00

RAPIDS CODE: 0661HY

**REGISTERED AS PART OF THE NATIONAL APPRENTICESHIP PROGRAM IN ACCORDANCE WITH THE
BASIC STANDARDS OF APPRENTICESHIP ESTABLISHED BY THE SECRETARY OF LABOR**



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LEGEND



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FOREWORD

These LiUNA Chicagoland Laborers' District Council Training & Apprentice Fund and Board of Trustees AND Construction and General Laborers' District Council of Chicago and Vicinity, Laborers' International Union of North America Standards of Apprenticeship have as their objective the training of **laborers** skilled in all phases of the industry. The Sponsor recognizes that in order to accomplish this, there must be well-developed On-the-Job Learning (OJL) combined with Related Instruction.

This recognition has resulted in the development of these Standards of Apprenticeship. They were developed in accordance with the basic standards recommended by the U.S. Department of Labor, Office of Apprenticeship, as a basis from which the Sponsor can work to establish an apprenticeship training program that meets the particular needs of the area.

Geographic Area of Coverage

The Standards apply in the geographic areas of the State of Illinois, including Lake, McHenry, Kane, DuPage, Kendall, Cook, Will, Grundy and Boone counties.

Participation/Jurisdiction

These Standards apply to the signatory Employer and employee organizations, their members, to other Employers who subscribe to them in writing or are a party to the Collective Bargaining Agreement, and to all Apprenticeship Agreements resulting from these Standards of Apprenticeship (Standards).



SECTION I - PROGRAM ADMINISTRATION

Program Sponsors are responsible for the administration of all aspects of a Registered Apprenticeship program. Sponsor means any person, association, committee, or organization operating an apprenticeship program and in whose name the program is (or is to be) registered or approved. Sponsors will establish a Joint Apprenticeship Training Committee (JATC) to carry out the responsibilities and duties required of a Program Sponsor as described in these Standards of Apprenticeship.

Responsibilities of the JATC

- A. Cooperate in the selection of Apprentices as outlined in this Apprenticeship Program (or Program).
- B. Ensure that all Apprentices are under written Apprenticeship Agreements.
- C. Review and recommend apprenticeship activities in accordance with this Program.
- D. Establish the minimum standards of education and experience required of Apprentices.
- E. Register the Standards with the Registration Agency.
- F. Arrange evaluations of Apprentices' progress in manipulative skills and technical knowledge.
- G. Maintain records of all Apprentices, showing their education, experience, and progress in learning the occupation.
- H. Certify to the Registration Agency that Apprentices have successfully completed their Apprenticeship Program.
- I. Notify, within 45 days, the Registration Agency of all new Apprentices to be registered, credit granted, suspensions for any reason, reinstatements, extensions, completions, and cancellations with explanation of causes.
- J. Supervise all the provisions of the Standards and be responsible, in general, for the successful operation of the Standards by performing the duties here listed. Cooperate with public and private agencies, which can be of assistance in obtaining publicity to develop public support of apprenticeship. Keep in contact with all parties concerned, including Apprentices, Employers, and Journeyworkers.
- K. Provide each Apprentice with a copy of these Standards, along with any applicable written rules and policies. Require the Apprentice to sign an acknowledgment receipt of same. Follow this procedure whenever revisions or modifications are made to the rules and policies.
- L. When notified that an Apprentice's Related Instruction or on-the-job progress is found to be unsatisfactory, the Sponsor will determine whether the Apprentice should continue in a probationary status and may require the Apprentice to repeat a process or series of



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processes before advancing to the next wage classification. Should it be found in the course of this determination that the Apprentice does not have the ability or desire to continue the training to become a Journeyworker, the Sponsor will, after the Apprentice has been given adequate assistance and opportunity for corrective action, terminate the Apprenticeship Agreement, as provided in 29 CFR § 29.7(h)(1)(2)(i) and (ii).

- M. The Sponsor will provide each registered Apprentice with continuous employment, insofar as possible, sufficient to provide the opportunity for completion of his or her Apprenticeship Program. If the Sponsor is unable to fulfill its training and/or employment obligation in conformance with these Standards, the Sponsor will, per Section XXII of these Standards and with the Apprentice's consent, make a good-faith effort to facilitate a transfer of the Apprentice to another registered sponsor for completion of the apprenticeship.

If conditions of business make it necessary to temporarily suspend the period of apprenticeship, Apprentices suspended for this reason will be given the opportunity to resume their active apprenticeships before any additional Apprentices are employed. The suspension and reinstatement of Apprentices shall be done in relation to retention of the most advanced Apprentice and in accordance with the company policy for breaks in seniority.

- N. Assess the current and prospective need for Apprentices and trainees in the area covered by the Program and adjust intake and recruiting efforts accordingly.
- O. Review qualifications and employ instructors and staff as needed.
- P. Coordinate the Training Program and Apprentice Program as appropriate for support in all aspects of program management. Cooperate with the National JATC in research and evaluation studies, report test results and participate in certification programs.
- Q. Hear and judge all complaints and/or violations of Apprenticeship Agreements, rendering decisions as required by majority vote and maintaining the written record of any such dispute. In its discretion, the JATC shall exercise its disciplinary authority to withhold periodic wage advancements or to cancel the Apprenticeship Agreement for causes such as unsatisfactory progress on the job or in related study, unwillingness/inability to learn, unreliability, lack of interest, insubordination, improper conduct, and drug and/or alcohol use at work or during related study. The Director of Apprenticeship has the authority to request an illegal substance or alcohol test. Allegations involving matters of Equal Employment Opportunity in apprenticeship shall be processed consistent with the requirements of the federal regulations 29 CFR 30.



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- R. Determine the quality and quantity of experience on the job which Apprentices should have and to make every effort toward their obtaining it.
- S. Advise Apprentices on the need for accident prevention and provide instruction with respect to safety in the workplace.
- T. Notify the appropriate Registration Agency of all new Apprentices to be registered, credit granted, suspensions for any reason, reinstatements, extensions, completions and cancellations with explanation of causes and notice of completions of Apprenticeship Agreements.

Structure of the Joint Apprenticeship and Training Committee (JATC)

- A. Members of the JATC will be selected by the groups they represent.
- B. Membership will be composed of an equal number of representatives of the Employer(s) and of the employees represented by a bona fide collective bargaining agent(s). The JATC shall be composed of 12 members, six appointed by the Construction and General Laborers' District Council of Chicago and Vicinity and six appointed by the Employer associations.
- C. Technical Assistance - such as that from the U.S. Department of Labor, Office of Apprenticeship and vocational schools - may be requested to advise the JATC.

Administrative Procedures

- A. The JATC will select a chairperson and a secretary, one representing Labor and the other representing Employers and will determine the time and place of regular meetings. Meetings will be held as frequently as needed to effectively manage the Program. Written minutes of the meetings will be kept. The Union and MARBA shall designate three Union and three Employer Trustees, respectively, to serve on the Joint Apprentice Subcommittee. The term of membership on the JATC shall be three years subject to the right of the appointing Associations and District Council to remove and appoint Trustees.
- B. The chairperson and secretary will have the power to vote on all questions affecting apprenticeship.
- C. The offices of chairperson and secretary should rotate among members of the JATC.
- D. The JATC shall meet quarterly or more often if necessary to conduct its business. Special meetings may be called by the Chair or by the Secretary. A quorum at any meeting shall consist of three members with at least one from the Union trustees and one from the Employers trustees. Each interest group shall always maintain the authority to cast an



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equal number of votes at JATC meetings. A record of the business conducted at each meeting shall be made.

- E. The JATC may delegate authority to the Executive Director of the Fund, Director of Apprenticeship and/or to the Coordinators of the Apprenticeship Program to carry out any of the responsibilities listed above in this Section I.

SECTION II - EQUAL OPPORTUNITY PLEDGE – 29 CFR §§ 29.5(b)(21) and 30.3(b)

The recruitment, selection, employment, and training of Apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, genetic information, or because they are an individual with a disability or a person 40 years old or older. The Sponsor will take affirmative action to provide equal opportunity in apprenticeship and will operate the Apprenticeship Program as required under 29 CFR § 30.



SECTION III - AFFIRMATIVE ACTION PLAN AND SELECTION PROCEDURES - 29 CFR §§ 29.5(b)(21), 30.4, and 30.5

Sponsors with five or more registered Apprentices are required to adopt an affirmative action plan (Appendix C) and selection procedures (Appendix D), which will become part of these Standards of apprenticeship. However, the Office of Apprenticeship encourages the development of these two plans for all programs regardless of Apprentice numbers. For programs with fewer than five Apprentices, these plans are not required, and the Sponsor may continue to select Apprentices in conformance with its current human resources and equal employment opportunity hiring policies.

SECTION IV - QUALIFICATIONS FOR APPRENTICESHIP - 29 CFR § 29.5(b)(10)

Applicants will meet the following minimum qualifications:

A. Age

Applicants must be 18 years or age or older..

B. Education

Applicants must have a tenth grade education or higher or must have completed a General Educational Development (GED) program or other high school equivalency program. Applicants must provide an official transcript(s) for high school showing completion of tenth grade or higher or a GED certificate or other high school equivalency credential if applicable.

C. Physical

Applicants must physically be able to perform the work of the trade.

D. Communication

Applicants must have a reading, understanding, writing and communicating ability that would enable the applicant to perform the tasks of the Construction Craft Laborer in a safe manner and would allow the applicant to comprehend the subject matter taught, in English only, in Related Instruction.

E. Driver's License

Applicants must have a valid driver's license.



F. Substance Abuse Testing

Applicants will pass a screen for the current illegal use of drugs and alcohol on acceptance into the Program and prior to being employed.

G. Legally Eligible

Applicants must legally be eligible to work in the United States.

All applicants will be required to complete an application form and provide substantiating evidence for the above qualifications. (See Appendix D.)

SECTION V - APPRENTICESHIP AGREEMENT - 29 CFR §§ 29.3(d), 29.3(e), and 29.5(b)(11)

After an applicant for apprenticeship has been selected, but before employment as an Apprentice or enrollment in Related Instruction, the Apprentice will be covered by a written Apprenticeship Agreement (Appendix B) which can be submitted electronically through the RAPIDS, using the Apprentice Electronic Registration process. Such agreement will contain a statement making the terms and conditions of these Standards a part of the agreement as though expressly written therein. The Sponsor shall provide a copy of the Apprenticeship Agreement to the Apprentice, the Registration Agency, the Employer, and the Union. An additional copy will be provided to the veteran's state approving agency for those veteran Apprentices desiring access to any benefits to which they are entitled.

Prior to signing the Apprenticeship Agreement, each selected applicant will be given an opportunity to read and review these Standards, the Sponsor's written rules and policies, the Apprenticeship Agreement, and the sections of the Collective Bargaining Agreement (CBA) that pertain to apprenticeship.

The Registration Agency will be advised within 45 days of the execution of each Apprenticeship Agreement and will be given all the information required for registering the Apprentice.

The Apprenticeship Agreement shall contain a provision making these Standards a part thereof including consent by the Apprentice to the authority of the Sponsor to transfer the Apprentice from one participating Employer to another for just cause. However, it is understood that an Apprentice who has entered the Program directly as a result of an Employer referral and offer of employment will not be transferred by the Sponsor from the referring Employer to another Employer unless the referring Employer cannot provide continuous employment or adequate OJL or unless the Employer refuses to release the employee to attend Apprenticeship Program classes. Furthermore, Apprentices who have entered the Program directly as a result of a referral and offer of employment shall not change Employers in violation of the rules of Sponsor. The Agreement Form shall identify any credit granted for previous experience, if any, and the entrance wage rate for the Apprentice as a percentage of the Journeyworker wage. The Sponsor will promptly notify the



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Registration Agency of all cancellations or termination of agreements. The Apprentice shall be required to pay back a percentage of training costs if he/she leaves the Apprenticeship Program early to either accept a journeywork position or work in non-union jobs within the Laborers' work jurisdiction. Apprentices cannot be on Local Union Journeymen's Out of Work List until the completion of the Program.

If an Apprentice is temporarily released due to business conditions, he/she shall be given the opportunity to be reinstated before any additional Apprentice is employed by the same sponsoring Employer. The Sponsor may arrange for the transfer of the Apprenticeship Agreement to another Sponsor after receiving the consent of the Apprentice and the new Sponsor.

SECTION VI - SUPERVISION OF APPRENTICES AND RATIOS – 29 CFR § 29.5(b)(14) and 29 CFR § 29.5(b)(7)

No Apprentice shall work without proper or adequate supervision of a Journeyworker.

For the purpose of these Standards, adequate or proper supervision of the Apprentice means the Apprentice is under the supervision of a fully qualified Journeyworker or supervisor at all times who is responsible for making work assignments, providing OJL, and ensuring safety at the worksite.

To adequately or properly supervise an Apprentice does not mean the Apprentice must be within eyesight or reach of the supervisor, but that the supervisor knows what the Apprentice is working on; is readily available to the Apprentice; and is making sure the Apprentice has the necessary instruction and guidance to perform tasks safely, correctly, and efficiently.

The sponsor shall establish a numeric ratio of Apprentices to fully proficient workers (Journeyworkers) consistent with proper supervision, training, safety, continuity of employment, and applicable provisions in CBAs, except where such ratios are expressly prohibited by the CBAs.

The ratio language must be specific and clearly described as to its application to the jobsite, workforce, department, or plant. The ratio of Apprentices to fully proficient workers (Journeyworkers) will be as noted in Appendix A.

The Sponsor will be responsible for the training of the Apprentice on the job. Apprentices will be under the general supervision of the Sponsor and under the direct supervision of the Journeyworker to whom they are assigned. The Supervisor of Apprentice(s) designated by the Employer will be responsible for the Apprentice's work assignments and will ensure the Apprentice is working under the supervision of a skilled Journeyworker. The supervisor will also evaluate the Apprentice's work performance and will complete and submit progress reports to the Sponsor.

The ratio of Journeyworkers to Apprentices shall be six (6) Laborer Journeyworkers to one (1) Laborer Apprentice on a company-wide basis, with no more than twenty percent (20%) of Laborers



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being Apprentices on any one job site of the Employer. Employers who employ a maximum of between one (1) and five (5) Laborer journeyworkers shall be entitled to one (1) Laborer Apprentice, who may be assigned to job sites irrespective of the twenty percent (20%) job site maximum specified in this provision per the CBA.

Apprentices shall work under the supervision of competent and qualified Journeyworkers on the job. Instruction in safety and safe work practices should be a part of job instruction in addition to that included in related OSHA regulations and in special off-job courses.

SECTION VII - TERM OF APPRENTICESHIP -29 CFR § 29.5(b)(2)

The term of the occupation will be two (2) years with an (OJL) attainment of 2,400 hours supplemented by the required hours of Related Instruction as stated on the Work Process Schedule and Related Instruction Outline (Appendix A). Full credit will be given for the probationary period.

The initial minimum requirement shall be 600 hours per six months, which amount may be met by up to 50 hours of added classroom instruction, where relevant work experience is unavailable and which amount may be reduced by the Joint Committee, if less than 90% of Apprentices are able to obtain 600 hours of OJL. In no case shall the on the job learning requirement be less than 500 hours per six months, regardless of work availability.

When credit is granted, the remaining term of apprenticeship shall be reduced. The term may also be reduced by the Committee for individual Apprentices demonstrating exceptional skill and technical knowledge competencies in any module or major component of the work processes.

SECTION VIII - PROBATIONARY PERIOD - 29 CFR §§ 29.5(b)(8), and 29.5(b)(20)

Every applicant selected for apprenticeship will serve a probationary period. The probationary period cannot exceed 25 percent of the length of the Program or 1 year, whichever is shorter. The probationary period shall be 500 hours of OJL hours.

The first 500 hours of employment for all entering Apprentices, without respect to any advanced standing awarded, shall constitute a probationary period, which shall be a part of the term of apprenticeship.

During the probationary period, either the Apprentice or the Sponsor may terminate the Apprenticeship Agreement, without stated cause, by notifying the other party in writing. The records for each probationary Apprentice will be reviewed prior to the end of the probationary period. Records may consist of periodic reports regarding progression made in both the OJL and Related Instruction, and any disciplinary action taken during the probationary period.



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Any probationary Apprentice evaluated as satisfactory after a review of the probationary period will be given full credit for the probationary period and continue in the Program.

After the probationary period, the Apprenticeship Agreement may be cancelled at the request of the apprentice or may be suspended or cancelled by the Sponsor for reasonable cause after documented due notice to the Apprentice and a reasonable opportunity for corrective action. In such cases, the Sponsor will provide written notice to the Apprentice and to the Registration Agency of the final action taken.

SECTION IX - HOURS OF WORK

Apprentices will generally work the same hours as fully proficient workers (Journeyworkers), except that no Apprentice will be allowed to work overtime if it interferes with attendance in Related Instruction classes.

Apprentices who do not complete the required hours of OJL during a given segment will have the term of that segment extended until they have accrued the required number of hours of training.

Apprentices also shall be subject to the same overtime or travel requirements as Journeyworkers but not to the degree that either conflicts with required Related Instruction. Apprentices may be discharged by the Employer for cause, including irresponsible work habits such as absences, late arrival, early departures, which may also result in termination from the Program by the Sponsor.



SECTION X - APPRENTICE WAGE PROGRESSION – 29 CFR § 29.5(b)(5)

Apprentices will be paid a progressively increasing schedule of wages and fringe benefits during their apprenticeship based on the acquisition of increased skill and competence on the job and in Related Instruction. Before an Apprentice is advanced to the next segment of training or to fully proficient or Journeyworker status, the Sponsor will evaluate all progress to determine whether advancement has been earned by satisfactory performance in OJL and in Related Instruction courses. In determining whether satisfactory progress has been made, the Sponsor will be guided by the work experience and Related Instruction records and reports.

The progressive wage schedule and fringe benefits will be an increasing percentage of the fully proficient or Journeyworker wage rate as established in the CBA. The percentages that will be applied to the applicable fully proficient or Journeyworker rate are shown on the attached Work Process Schedule and Related Instruction Outline (Appendix A). In no case will the starting wages of Apprentices be less than that required by any minimum wage law that may be applicable.

SECTION XI - CREDIT FOR PREVIOUS EXPERIENCE – 29 CFR §§ 29.5(b)(12) and 30.4(c)(8)

The Sponsor may grant credit toward the term of apprenticeship to new Apprentices. Credit will be based on demonstration of previous skills or knowledge equivalent to those identified in these Standards.

Apprentice applicants seeking credit for previous experience gained outside the supervision of the Sponsor must submit the request at the time of application and furnish such records and affidavits to substantiate the claim. An applicant who is a veteran and who wishes to receive consideration for military training and/or experience must submit a DD-214 form. Applicants requesting credit for previous experience who are selected into the Apprenticeship Program will start at the beginning wage rate. The request for credit will be evaluated and a determination made by the Sponsor during the probationary period, when actual on-the-job and Related Instruction performance can be examined. Prior to completion of the probationary period, the amount of credit to be awarded will be determined after review of the Apprentice's previous work and training/education record and evaluation of the Apprentice's performance and demonstrated skill and knowledge during the probationary period.

An Apprentice granted credit will be advanced to the wage rate designated for the period to which such credit accrues. The Registration Agency will be advised of any credit granted and the wage rate to which the Apprentice is advanced.

The granting of advanced standing will be uniformly applied to all Apprentices. The Sponsor will be the sole judge of the amount of credit to be granted, if any. Credit awarded shall advance the Apprentice to the wage period such credit entitles the Apprentice.



SECTION XII - WORK EXPERIENCE - 29 CFR § 29.5(b)(3)

During the apprenticeship, the Apprentice will receive OJL and Related Instruction in all phases of the occupation necessary to develop the skill and proficiency of a skilled Journeyworker. The OJL will be under the direction and guidance of the Apprentice's supervisor.

The work of the Construction Craft Laborer occupation is diverse; therefore, care must be taken to ensure that the families of tasks and clusters of job skills are organized so that the Sponsor can track the experience and training being received by the Apprentice.

While modifications may be required from time to time to accommodate the type of construction work available in the area, Apprentices are encouraged to gain experience in all of the commonly accepted major industry divisions. The four industry divisions are: (a) environmental remediation, (b) building construction, (c) heavy/highway construction and (d) underground construction. It is to be noted that the skills used are not necessarily discrete to one grouping.

The Sponsor will identify those skill clusters most important to success at the Journeyworker level in the locality in which the Program operates. The Sponsor will plan rotation and off-site instruction to meet those particular requirements.

Participation by the Apprentice in off-job and skill center manipulative skill training is particularly relevant to rounding out the skills acquired as noted above. It is the only viable alternative in dangerous, hazardous work. Moreover, the time spent in this form of tutoring skills is almost totally 100% training time as contrasted with the reverse in normal work time with its focus on productive output. It is for this reason the Sponsor may give added value to the time spent in such controlled training environments when determining the completion of a major component of the work processes and group skill modules.



SECTION XIII - RELATED INSTRUCTION – 29 CFR § 29.5(b)(4)

Every Apprentice is required to participate in coursework related to the job as outlined in Appendix A. A minimum of 144 hours of Related Instruction is recommended for each year of the apprenticeship. Apprentices agree to take such courses as the Sponsor deems advisable. The Sponsor will secure the instructional aids and equipment it deems necessary to provide quality instruction. In cities, towns, or areas having no vocational schools or other schools that can furnish Related Instruction, the Sponsor may require Apprentices to complete the Related Instruction requirement through Electronic Media or other instruction approved by the Registration Agency.

Each Apprentice may be paid a Trainee Allowance as determined by the Sponsor, while attending the required hours of related training.

The Sponsor will inform each Apprentice of the availability of college credit (if applicable).

Any Apprentice who is absent from Related Instruction will satisfactorily complete all coursework missed before being advanced to the next period of training. In cases of failure of an Apprentice to fulfill the obligations regarding Related Instruction without due cause, the Sponsor will take appropriate disciplinary action and may terminate the Apprenticeship Agreement after due notice to the Apprentice and opportunity for corrective action.

To the extent possible, Related Instruction will be closely correlated with the practical experience and training received on the job. The Sponsor will monitor and document the Apprentice's progress in Related Instruction classes.

The Sponsor will secure competent instructors whose knowledge, experience, and ability to teach will be carefully examined and monitored. The Sponsor may require the instructors to attend instructor training to meet the requirements of 29 CFR § 29.5(b)(4)(i)(ii) or state regulations.

Related Instruction provided by the Sponsor is identified in Appendix B.

SECTION XIV - SAFETY AND HEALTH TRAINING – 29 CFR § 29.5(b)(9)

All Apprentices will receive instruction in safe and healthful work practices both on the job and in Related Instruction that are in compliance with the Occupational Safety and Health Administration standards promulgated by the Secretary of Labor under 29 U.S.C. 651 et seq., as amended, or state standards that have been found to be at least as effective as the federal standards.

Apprentices will be taught that accident prevention is very largely a matter of education, vigilance, and cooperation and that they should strive at all times to conduct themselves in their work to ensure their own safety and that of their fellow workers.



SECTION XV - MAINTENANCE OF RECORDS – 29 CFR §§ 29.5(b)(6), 29.5(b)(23), and 30.8

Program Sponsors are responsible for maintaining, at a minimum, the following records:

- summary of the qualifications of each applicant;
- basis for evaluation and for selection or rejection of each applicant;
- records pertaining to the applicant's qualifications;
- the original application;
- records of each Apprentice's OJL;
- Related Instruction reviews and evaluations;
- progress evaluations;
- record of job assignments, promotions, demotions, layoffs, or terminations, rates of pay; and
- any other actions pertaining to the apprenticeship

Program Sponsors will also maintain all records relating to apprenticeship applications (whether selected or not), including, but not limited to, the Sponsor's outreach, recruitment, and selection process. Such records will clearly identify minority and female (minority and nonminority) applicants and must include, among other things, the basis for evaluation and for selection or rejection of each applicant. For a complete list of records that each sponsor is required to maintain under 29 CFR § 30, please refer to 29 CFR § 30.8. Sponsoring Employers must maintain records of applicants and apprentices as required by law.

All such records are the property of the Sponsor and will be maintained for a period of 5 years from the date of last action. They will be made available to the Registration Agency upon request.

The Sponsor will maintain for a period of five (5) years from the date of last action, all records relating to Apprentice applications (whether selected or not), the employment and training of apprentices, and any other information relevant to the operation of the program. This includes, but is not limited to, records on the recruitment, application and selection of apprentices, and records on the apprentice's job assignments, promotions, demotions, layoffs, terminations, rate of pay, or other forms of compensation, hours of work and training, evaluations, and other relevant data. The records will permit identification of minority and female (minority and non-minority) participants. These records will be made available on request to the Registration Agency.

Apprentice Work Records: The Apprentice will maintain a work record showing the amount and type of work being performed classified in accordance with the designations of the work processes as shown in Appendix A. Work record forms will be provided to each apprentice. Work records are to be submitted to the Committee at one month intervals to be recorded in the apprentices' master record. Work records together with off-site instruction and training reports will be used by the JATC in determining advancements, completions, and reassignment needs.



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Committee Records: The JATC shall maintain descriptive records on all equal employment opportunity and affirmative action matters. These include documentation of outreach efforts, application notices, applications and their disposition, and actions taken.

The JATC shall also maintain records of disciplinary or adverse actions, hearings and decisions made, involuntary actions relative to the Program, enrolled Apprentices, participating employers, Registration Agency, or any legal proceedings involving the Committee.

The Apprentice will authorize an effective release of their completed Related Instruction records from the local school authorities to the JATC. The record cards and all data, written records of progress evaluations, corrective and final actions pertaining to the apprenticeship, will be maintained by and will be the property of the JATC. This record will be included in each apprentice's record file maintained by the JATC.

Before each period of advancement, or at any other time when conditions warrant, the JATC will evaluate the apprentice's record to determine whether he/she has made satisfactory progress. If an apprentice's Related Instruction or on-the-job progress is found to be unsatisfactory, the JATC may determine whether the Apprentice will continue in a probationary status, or require the Apprentice to repeat a process or series of processes before advancing to the next wage classification. In such cases, the JATC will initiate a performance improvement plan with the apprentice.

Should it be found that the Apprentice does not have the ability or desire to continue the training to become a Journeyworker, the JATC will, after the Apprentice has been given adequate assistance and opportunity for corrective action, terminate the Apprenticeship Agreement.



SECTION XVI - CERTIFICATE OF COMPLETION OF APPRENTICESHIP - 29 CFR § 29.5(b)(15), and Circular 2015-02

Upon satisfactory completion of the requirements of the Apprenticeship Program as established in these Standards, the Sponsor will so certify to the Registration Agency and request the awarding of a Certificate of Completion of Apprenticeship to the completing apprentice(s). Such requests may be completed electronically using the supplied U. S. Department of Labor, ETA, Office of Apprenticeship, Application for Certification of Completion of Apprenticeship Form in (Appendix B), accompanied by the appropriate documentation for both OJL and the Related Instruction as may be required by the Registration Agency.

SECTION XVII - NOTICE TO REGISTRATION AGENCY - 29 CFR §§ 29.3(d), 29.3(e), and 29.5(b)(19)

The Registration Agency must be notified within 45 days of any Apprentice action - e.g., registered, reinstated, extended, modified, granted credit, completed, transferred, suspended, canceled - and a statement of the reasons therefor.

SECTION XVIII - REGISTRATION, CANCELLATION, AND DEREGISTRATION - 29 CFR §§ 29.5(b)(18), 29.8(a)(2), and 29.8(b)(8)

These Standards will, upon adoption by the Sponsor, be submitted to the Registration Agency for approval. Such approval will be acquired before implementation of the program.

The Sponsor reserves the right to discontinue at any time the Apprenticeship Program set forth herein. The Sponsor will notify the Registration Agency within 45 days in writing of any decision to cancel the Program.

The Registration Agency may initiate deregistration of these Standards for failure of the Sponsor to abide by the provisions herein. Such deregistration will be in accordance with the Registration Agency's regulations and procedures.

The Sponsor will notify each Apprentice of the cancellation of the Program and the effect of same. If the Apprenticeship Program is cancelled at the Sponsor's request, the Sponsor will notify the apprentice(s) within 15 days of the date of the Registration Agency's acknowledgment of the Sponsor's request. If the Registration Agency orders the deregistration of the Apprenticeship Program, the Sponsor will notify the apprentice(s) within 15 days of the effective date of the order. This notification will conform to the requirements of 29 CFR § 29.8.



SECTION XIX - AMENDMENTS AND MODIFICATIONS - 29 CFR § 29.5(b)(18)

These Standards may be amended or modified at any time by the Sponsor provided that no amendment or modification adopted will alter any Apprenticeship Agreement in force at the time without the consent of all parties. Such amendment or modification will be submitted to the Registration Agency for approval and registration prior to being placed in effect. A copy of each amendment or modification adopted will be furnished to each Apprentice to whom the amendment or modification applies.

SECTION XX - ADJUSTING DIFFERENCES; COMPLAINT PROCEDURE - 29 CFR §§ 29.5(b)(22), 29.7(k), and 30.11

The Sponsor will have full authority to enforce these Standards. Its decision will be final and binding on the Employer, the Sponsor, and the apprentice, unless otherwise noted below.

If an applicant or an Apprentice believes an issue exists that adversely affects his/her participation in the Apprenticeship Program or violates the provisions of the Apprenticeship Agreement or Standards, the applicant or Apprentice may seek relief through one or more of the following avenues, based on the nature of the issue:

29 CFR § 29.7(k)

For issues regarding wages, hours, working conditions, and other issues covered by the CBA, apprentices may seek resolution through the applicable grievance and arbitration procedures contained in the CBA.

The Sponsor will hear and resolve all complaints of violations concerning the Apprenticeship Agreement or Standards for which written notification is received within 15 days of the alleged violations. The Sponsor will make such rulings, as it deems necessary, in each individual case within 30 days of receiving the written notification. Either party to the Apprenticeship Agreement may consult with the Registration Agency for an interpretation of any provision of these Standards over which differences occur. The name and address of the appropriate authority to receive, process, and dispose of complaints is: The LiUNA Chicagoland Laborers' District Council Training & Apprentice Fund located at 1200 Old Gary Ave. Carol Stream, Illinois, 60188.



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Discrimination Complaints

(29 CFR Part 30)

Any Apprentice or applicant for apprenticeship who believes that he/she has been discriminated against based on race, color, religion, national origin, sex, sexual orientation, age (40 or older), genetic information, or disability with regard to apprenticeship, or who believes he or she has been retaliated against as described in 29 CFR § 30.17, may personally or through an authorized representative, file a written complaint with the Registration Agency with whom the Apprenticeship Program is registered or EEOC.

Registration agency is the US/DOL/OA, Jose Velazquez, Deputy Administrator, Frances Perkins Building, 200 Constitution Avenue, NW, Washington, DC 20210. E-mail: Velazquez.jose.a@dol.gov Office phone number: 202.693.2909.

Generally, a complaint must be filed within 300 days of the alleged discrimination or specified failure to follow the equal opportunity standards. However, for good cause shown, the Registration Agency may extend the filing time. The time period for filing is for the administrative convenience of the Registration Agency and does not create a defense for the respondent.

Each complaint must be made in writing and must contain the following information:

- i The complainant's name, address and telephone number, or other means for contacting the complainant;
- ii The identity of the respondent (the individual or entity that the complainant alleges is responsible for the discrimination)
- iii A short description of the events that the complainant believes were discriminatory, including but not limited to when the events took place, what occurred, and why complainant believes the actions were discriminatory.
- iv The complainant's signature or the signature of the complainant's authorized representative.

Complaints of discrimination in the Apprenticeship Program may be filed and processed under Title 29, CFR part 30, and the procedures as set forth above.

The JATC will provide written notice of its complaint procedure to all applicants for apprenticeship and all apprentices.

On any dispute or complaint appealed to the registration agency, the Committee's further action will conform to the procedures published by that agency.

Neither the JATC; the JATC's sponsoring Employer and union organizations; nor their officers, members, employees, or agents; shall be liable financially or otherwise for actions taken by the JATC, or the consequences of such actions, with respect to:



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1. Withholding apprenticeship from any individual because of the individual's lack of qualifications, or because of the unavailability of employment or training opportunities; or
2. Cancellation of the Apprenticeship Agreement for cause; or
3. Non-referral of Apprentices to an Employer that fails to comply with the requirements of these Standards or the JATC, and/or removal of currently-employed Apprentices from such Employer; or
4. Inability of the JATC to provide employment opportunities and OJL; or
5. Failure of an Employer or an Apprentice to comply with legal requirements such as workers compensation, safety and health regulations, regulations relating to the employment of legal minors, or other federal, state or local mandates.

SECTION XXI - COLLECTIVE BARGAINING AGREEMENTS - 29 CFR § 29.11

Nothing in this part or in any Apprenticeship Agreement will operate to invalidate:

- (a) Any apprenticeship provision in any CBA between Employers and employees establishing higher apprenticeship standards; or
- (b) Any special provision for veterans, minority persons, or women in the standards, Apprentice qualifications or operation of the Program, or in the Apprenticeship Agreement, which is not otherwise prohibited by law, executive order, or authorized regulation.

SECTION XXII - TRANSFER OF AN APPRENTICE AND TRAINING OBLIGATION - 29 CFR § 29.5(13)

The Transfer of an Apprentice between apprenticeship programs and within an apprenticeship program must be based on agreement between the Apprentice and the affected Apprenticeship Committees or Program Sponsors and must comply with the following requirements:

- i. The transferring Apprentice must be provided a transcript of Related Instruction and OJL by the committee or program sponsor;
- ii. Transfer must be to the same occupation; and
- iii. A new Apprenticeship Agreement must be executed when the Transfer occurs between the program sponsors.

The Apprentice must receive credit from the new sponsor for the training already satisfactorily completed.



It is the responsibility of the JATC to provide, insofar as possible, reasonably continuous employment for all Apprentices in the Program. Where the business of a participating Employer is not able to sustain reasonably continuous employment for the assigned apprentices, the JATC will attempt to arrange Transfer of apprentices to another participating Employer. An Apprentice who has entered the Program directly as a result of an Employer referral and offer of employment will not be transferred by the JATC from the referring Employer to another unless the referring Employer cannot provide continuous employment. If an Apprentice is laid off by a referring Employer, the Apprentice may accept employment from another Employer. If, however, after layoff an Apprentice accepts re-employment with the referring Employer, the Apprentice may not transfer to another Employer without permission of the JATC. Furthermore, if the nature of the participating Employer's business does not offer the diversity of work experience in the various processes of the trade or adequate OJL, the Committee may transfer apprentices to another participating Employer. Where there is an allegation of inadequate OJL, the JATC will provide the Employer with notice of any deficiencies and will provide the Employer a reasonable opportunity to correct deficiencies. The JATC shall determine whether there are deficiencies and the reasonableness of the Employer's action in correcting deficiencies. The Apprentice must receive credit from the new Employer for the training already satisfactorily completed. If conditions of business make it necessary to temporarily suspend the period of apprenticeship, Apprentices suspended for this reason will be given the opportunity to resume their active apprenticeships before any additional apprentices are employed.

An Employer that obtains the services of an Apprentice by a direct referral shall release the employee to attend Apprenticeship Program Classes and shall continue to employ the Apprentice as long as there is sufficient work, and as long as the Employer has the resources to provide OJL, provided the Apprentice has not given cause for termination. An Employer who violates this rule may be excluded by the JATC from using apprentices in the future. Notwithstanding the foregoing, the referring Employer may reject an applicant without cause only during the first thirty (30) days of the applicant's employment. However, an Employer shall not be required to continue to employ Apprentices whose attendance, cooperation or other work habits are cause for discharge, but shall not be permitted to reject an applicant based solely upon the applicant's lack of training or experience. Employers shall not employ an Apprentice who is required to remain in the employment of a referring Employer.

SECTION XXIII - RESPONSIBILITIES OF THE APPRENTICE

Apprentices, having read these Standards formulated by the Sponsor, agree to all the terms and conditions contained herein and agree to abide by the Sponsor's rules and policies, including any



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amendments, and to serve such time, perform such manual training, and study such subjects as the Sponsor may deem necessary to become a skilled Journeyworker.

In signing the Apprenticeship Agreement, apprentices assume the following responsibilities and obligations under the Apprenticeship Program:

- A. Maintain and make available such records of work experience and training received on the job and in Related Instruction as may be required by the Sponsor.
- B. Develop and practice safe working habits and work in such a manner as to assure his/her personal safety and that of fellow workers.
- C. Work for the Employer to whom the Apprentice is assigned for the duration of the apprenticeship, unless the Apprentice is reassigned to another Employer or the Apprenticeship Agreement is terminated by the Sponsor.

Apprentice Responsibilities: The Committee shall impress upon each entering Apprentice that in signing the Apprenticeship Agreement, he or she voluntarily agrees to abide by the provisions of the Standards. The major responsibilities and obligations of the Apprentice follow:



- (1) Perform diligently and faithfully the work of the trade and other pertinent duties as assigned by the Employer.
- (2) Respect the property of the Employer and abide by the working rules and regulations of the Employer and the Committee.
- (3) Get along with other apprentices and Journeyworkers and carry out the instruction given by supervisors.
- (4) Attend regularly and complete satisfactorily the required hours of instruction and/or home study as stipulated in the Standards.
- (5) Conduct oneself at all times in a creditable, ethical and moral manner striving to enhance the dignity and craft worker status of the Construction Craft Laborer.

Failure to demonstrate willingness or ability to acquire the knowledge and skills of this craft, or failure to meet the Apprentice responsibilities and obligations as outlined in these Standards and in the rules and regulations of the Committee, may result in cancellation of the Apprenticeship Agreement.

SECTION XXIV - TECHNICAL ASSISTANCE

Technical assistance, such as that from the U.S. Department of Labor's Office of Apprenticeship and vocational schools, may be requested to advise the Sponsor.

The Sponsor is encouraged to invite representatives from industry, education, business, private organizations, and public agencies to provide consultation and advice for the successful operation of its training program.

SECTION XXV - CONFORMANCE WITH FEDERAL LAWS AND REGULATIONS

No Section of these Standards of Apprenticeship shall be construed as permitting violation of any Federal Law or Regulation.



SECTION XXVI - DEFINITIONS

APPRENTICE: Any individual employed by the Employer meeting the qualifications described in the Standards of Apprenticeship who has signed an Apprenticeship Agreement with the Sponsor providing for training and Related Instruction under these Standards and who registers with the Registration Agency.

APPRENTICE ELECTRONIC REGISTRATION (AER): An electronic tool that allows for instantaneous transmission of apprentice data for more efficient registration of apprentices and provides program sponsors with a faster turnaround on their submissions and access to their Apprenticeship Program data.

APPRENTICESHIP AGREEMENT: The written agreement between the Apprentice and the Sponsor setting forth the responsibilities and obligations of all parties to the Apprenticeship Agreement with respect to the Apprentice's employment and training under these Standards. Each Apprenticeship Agreement must be registered with the Registration Agency.

APPRENTICESHIP COMMITTEE (COMMITTEE): Those persons designated by the Sponsor to act as agents for the Sponsor in the administration of the program. A joint committee is composed of an equal number of representatives of the Employer(s) and of the employees represented by a bona fide collective bargaining agent(s).

CERTIFICATE OF COMPLETION OF APPRENTICESHIP: The credential issued by the Registration Agency to those registered Apprentices certified and documented as having successfully completed the Apprentice training requirements outlined in these Standards of Apprenticeship.

COLLECTIVE BARGAINING AGREEMENT: The negotiated agreement between the signatory Union and signatory Employer(s) that sets forth the terms and conditions of employment.

ELECTRONIC MEDIA: Media that utilize electronics or electromechanical energy for the end user (audience) to access the content. Includes, but is not limited to, electronic storage media, transmission media, the Internet, extranets, lease lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic media and/or interactive distance learning.

EMPLOYER: Any person, business, organization or company signatory to this Sponsor's Standards employing an Apprentice (whether or not such an entity is a party to an Apprenticeship Agreement with the Apprentice) that is responsible for providing hours of work, supervision, wages, and/or benefits to apprentices in its employ as registered under these Standards.

HYBRID OCCUPATION (HY): An occupation using an apprenticeship approach that measures the individual apprentice's skill acquisition through a combination of a specified minimum number of hours of OJL and the successful demonstration of competency as described in a work process schedule.

JOURNEYWORKER: A worker who has attained a level of skills, abilities, and competencies recognized within an industry as mastery of the skills and competencies required for the occupation. The term may also refer to a mentor, technician, specialist, or other skilled worker who



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has documented sufficient skills and knowledge of an occupation, either through formal apprenticeship or through practical on-the-job experience and formal training.

O*NET-SOC CODE: The Occupational Information Network (O*NET) codes and titles are based on the new Standard Occupational Classification (SOC) system mandated by the federal Office of Management and Budget for use in collecting statistical information on occupations. The O*NET classification uses an 8-digit O*NET-SOC code.

ON-THE-JOB LEARNING (OJL): Tasks learned on-the-job in which the Apprentice must become proficient before a completion certificate is awarded. The learning must be through structured, supervised work experience.

REGISTERED APPRENTICESHIP PARTNERS INFORMATION DATA SYSTEM (RAPIDS): A federal system that provides for the automated collection, retention, updating, retrieval, and summarization of information related to apprentices and apprenticeship programs.

REGISTRATION AGENCY: The U.S. Department of Labor's Office of Apprenticeship that has responsibility for registering apprenticeship programs and apprentices, providing technical assistance, conducting reviews for compliance with 29 CFR §§ 29 and 30, and conducting quality assurance assessments.

RELATED INSTRUCTION: An organized and systematic form of instruction designed to provide the Apprentice with knowledge of the theoretical and technical subjects related to the Apprentice's occupation. Such instruction may be given in a classroom, through occupational or industrial courses, or by correspondence courses of equivalent value, Electronic Media, or other forms of self-study approved by the Registration Agency.

SPONSOR OR PROGRAM SPONSOR: Any person, association, committee, or organization that operates an apprenticeship program and in whose name the program is registered that assumes the full responsibility for administration and operation of the apprenticeship program. The Sponsor of this Apprenticeship Program is the LiUNA Chicagoland Laborers' District Council Training & Apprentice Fund.

STANDARDS OF APPRENTICESHIP (STANDARDS): This entire document, including all appendices and attachments hereto, and any future modifications and additions approved by the Registration Agency.

SUPERVISOR OF APPRENTICE(S): An individual designated by the program sponsor to supervise or have charge and direction of an apprentice.

TRANSFER: A shift of apprenticeship registration from one program to another or from one employer within a program to another employer within that same program, where there is agreement between the Apprentice and the affected Apprenticeship Committees or Program Sponsors.

UNION: The signatory union and any of its affiliated local unions party to a labor agreement with the signatory employer(s). The Union is the Construction and General Laborers' District Council of Chicago and Vicinity, Laborers' International Union of North America





SECTION XXVII - OFFICIAL ADOPTION OF APPRENTICESHIP STANDARDS AND ALL APPENDICES

The LiUNA Chicagoland Laborers' District Council Training & Apprentice Fund and Board of Trustees AND Construction and General Laborers' District Council of Chicago and Vicinity, Laborers' International Union of North America hereby adopt these Standards of apprenticeship on this ~~4~~⁵ day of September, 2018 to be effective on and after January 1, 2019.

Illinois Road Builders Assn.
Lake County Contractors Assn.
Underground Contractors Assn.
MARBA

Construction and General Laborers'
District Council of Chicago and
Vicinity, Laborers Union International
of North America

Employer Trustees


Shane Higgins


Joseph Koppers



David Lorig


Robert G. Krug


William Vignocchi


Seth Gudeman


Union Trustees


James P. Connolly


Martin Flanagan

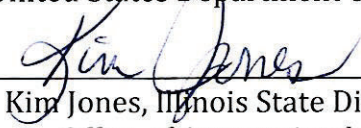

Charles LoVerde III


Joseph Healy


William Martin


Martin Dwyer

Officially registered as incorporating the Standards of the
Office of Apprenticeship
United States Department of Labor


Kim Jones, Illinois State Director
Office of Apprenticeship

April 12, 1999

Date of Registration

Revised: February 1, 2019

IL017990001

Registration Number





Appendix A

WORK PROCESS SCHEDULE AND RELATED INSTRUCTION OUTLINE



Appendix A

WORK PROCESS SCHEDULE Construction Craft Laborer O*NET-SOC CODE: 47-2061.00 RAPIDS CODE: 0661HY

This schedule is attached to and a part of these Standards for the above identified occupation.

1. TYPE OF OCCUPATION

The hybrid approach measures skill acquisition through a combination of specified minimum number of hours of on-the-job learning (OJL) and the successful demonstration of competency as described in a work process schedule.

2. TERM OF APPRENTICESHIP

The term of the occupation shall be minimum two (2) years with an OJL attainment of 2,400 hours supplemented by 360 hours of Related Instruction.

3. RATIO OF APPRENTICES TO JOURNEYWORKERS

The ratio of Journeyworkers to Apprentices shall be six (6) Laborer Journeyworkers to one (1) Laborer Apprentice on a company-wide basis, with no more than twenty percent (20%) of Laborers being Apprentices on any one job site of the Employer. Employers who employ a maximum of between one (1) and five (5) Laborer Journeyworkers shall be entitled to one (1) Laborer Apprentice, who may be assigned to job sites irrespective of the twenty percent (20%) job site maximum specified in this provision per the CBA.

4. APPRENTICE WAGE SCHEDULE

Apprentices shall be paid a progressively increasing schedule of wages based on a percentage of the current Journeyworker wage rate. Journeyworker Scale is \$42.72 per hour plus benefits as of June 1, 2018.

The work and training schedule is as follows:

- 1st 6 months + 600 Hours OJL +120 Hours Related Instruction
- 2nd 6 months + 1200 Cumulative Hours OJL + 80 Hours Relation Instruction
- 3rd 6 months + 1800 Cumulative Hours OJL + 80 Hours Related Instruction
- 4th 6 months + 2400 Cumulative Hours OJL + 80 Hours Related Instruction



5. **WORK PROCESS SCHEDULE** (See attached Work Process Schedule)

The Sponsor may modify the work processes to meet local needs prior to submitting these Standards to the appropriate Registration Agency for approval.

6. **RELATED INSTRUCTION OUTLINE** (See attached Related Instruction Outline)



WORK PROCESS SCHEDULE
Construction Craft Laborer
O*NET-SOC CODE: RAPIDS CODE: 0661HY

Work Process Schedule for Construction Craft Laborer

The following list of general and specialty tasks represent skills required by a Construction Craft Laborer (CCL) in a high performance industry. In general, the skills represent competencies in managing and understanding resources, information, technology, systems, and interpersonal relations.

Where consistent with the available work, the following general skills should be mastered by all Construction Craft Laborers.

	APPROXIMATE HOURS
I. General Skills	600 - 1600 hours
A. Site/Project Preparation & Maintenance	200 - 600 hours
<ul style="list-style-type: none">• Transportation, erecting, dismantling and stockpiling of scaffolding and work platforms• Grading and compaction• Rigging & signaling for work traditionally performed by Construction Craft Laborers• Site preparation, clearing, clean-up and security	
B. Tools, Equipment and Materials	200 - 600 hours
<ul style="list-style-type: none">• Tool, equipment and material recognition and preparation• Hand, electric, gas, pneumatic and power tools• Tool/equipment use and maintenance• Tool, equipment and material storage and security	
C. Safety (continuous throughout all phases of on-the-job learning and related instruction)	200 - 400 hours
<ul style="list-style-type: none">• Confined space safety• Flagging, signing and traffic awareness• Hazard material recognition• Trenching and site excavation safety	



II. Specific Skills	1400 – 2600 hours
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Where available and required for the job, we expect the Apprentice to gain experience in each of the following specific groups

A. Building Construction	440 – 700 hours
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Concrete (placement and removal)
Landscaping
Mason/plasterer tending

B. Heavy/Highway Construction	440 – 800 hours
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Concrete (placement and removal)
Asphalt (placement and removal)

C. Underground Construction	440 – 800 hours
------------------------------------	-----------------

Pipe laying for work traditionally performed
By Construction Craft laborers
Tunnel and Shaft
Drilling and blasting
Concrete (placement and removal)
Utility work

D. Environmental	80 – 100 hours
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Rules and regulations (lead, asbestos and hazardous waste)
Hazard awareness (lead, asbestos and hazardous waste)
Personal protective equipment
EPA, Illinois regulations

Total Hours	2000 – 4000 hours
--------------------	-------------------

**2400
TOTAL MINIMUM HOURS**



RELATED INSTRUCTION OUTLINE
Occupation Title
O*NET-SOC CODE: RAPIDS CODE: 0661 HY

Related instruction - This instruction shall include, but not be limited to:

Related Education Schedule

Approximate Hours

FIRST YEAR APPRENTICE RELATED TRAINING SCHEDULE

First Week of Training:

Apprentice Program Benefits Orientation	2 Hours
Apprentice and Union Orientation	4 Hours
Back Safety	4 Hours
Hazard Communication Training	2 Hours
First Aid/CPR/AED	6 Hours
Employability Skills	4 Hours
Construction Math	8 Hours
Work Zone Safety/Flagger Certification	10 Hours

Total	40 Hours
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The remaining 320 hours of additional required Apprentice Related Training, of which, 200 hours are mandatory during the first year of the Program and the outstanding 160 hours to be completed during the second year of the Program, will consist of the following courses:

Scaffold Builder	40 Hours
Concrete	40 Hours
30 Hour OSHA	40 Hours
Mason Tending	40 Hours
Pipelaying	40 Hours
Environmental Awareness	40 Hours
Blueprint Reading	40 Hours
Burning	16 Hours
Pneumatic Tools	32 Hours

Total	320 Hours
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Total Training Hours 360 Hours

Appendix B

CONSTRUCTION CRAFT LABORER APPRENTICE PROGRAM APPRENTICESHIP AGREEMENT



CONSTRUCTION CRAFT LABORER APPRENTICE PROGRAM

APPRENTICESHIP AGREEMENT

UNION OBLIGATIONS OF THE APPRENTICE

Participation in the apprentice program is contingent upon the apprentice meeting obligations to the Local Union to which he/she is assigned. Any apprentice not in good standing with the Local Union to which they were assigned, is not eligible for employment or to attend off-the-job related instruction or training.

OFF THE JOB RELATED INSTRUCTION AND TRAINING

All scheduled training classes will be conducted at the LiUNA Chicagoland Laborers' District Council Training and Apprentice Fund (or "Fund") in either the Carol Stream or the City of Chicago Training Facility, Monday through Friday, 7 am to 3:30 pm. It is the responsibility of the apprentice to verify which location each class will be taught.

ATTENDANCE

Apprentices must attend all off-the-job instruction and training as assigned and scheduled **whether they are working or not**. Appropriate notice will be given by mail to the apprentice of scheduled training dates. The apprentice **must confirm training dates with the training office and give their employer notice of the training dates as soon as possible**.

Apprentices must be on time for training classes and must be appropriately dressed. Appropriate work clothing includes work pants (no shorts), shirts with sleeves (long or short) and safety-toe boots. Apprentices should also dress appropriately for the weather conditions (hot, cold, etc.). Training will be conducted indoors and outdoors. Once hard hats, gloves and safety glasses are assigned to the apprentice they are responsible for bringing them to class each day.



VIOLATION ASSESSMENTS

An apprentice shall be considered **late** for training classes if the apprentice arrives 1–10 minutes past the starting time of the scheduled class.

An apprentice shall be considered **tardy** for training classes if the apprentice arrives 11-60 minutes past the starting time of the scheduled class.

An apprentice shall be considered **absent-unexcused** for training classes if the apprentice arrives more than 60 minutes past the starting time of the scheduled class; or does not attend a day of scheduled training; or leaves class without authorization.

An apprentice shall be considered **absent-excused** if the apprentice's absence from scheduled class is for personal medical reasons, a death in the immediate family, a court appearance or because of military obligations. **Written documentation substantiating the reason for the absence must be submitted to the Joint Apprenticeship and Training Committee (JATC) within one week of the absence.**

Any missed training will require the apprentice to promptly make up the time missed or repeat the entire class at the discretion of the Apprenticeship Directorship or Apprentice Coordinator. Certificates, training stipends and wage increases cannot be awarded until the apprentice completes the required training.

ASSESSMENT OF POINTS FOR RULE VIOLATIONS

<u>POINTS</u>	<u>VIOLATION</u>
1	Late hour reports (received after the 10 th of the month)
5	Late for scheduled class
10	Tardy for scheduled class
15	Absent-unexcused for scheduled class
10	Violation of JATC rule
10	Violation of CLTAF rule.

An apprentice will be placed on probation if 20 or more points are accumulated during a period of apprenticeship. An apprentice will be terminated from the apprenticeship program if 31 or more points are accumulated during a period of apprenticeship.

The first 500 hours of employment for all entering apprentices shall constitute a probationary period, which shall be a part of the term of apprenticeship. During the probationary period the Apprenticeship Agreement may be terminated by the JATC or apprentice without stating a cause or hearing. After the probationary period, the agreement may be cancelled with good cause by the JATC.



PERIODS OF APPRENTICESHIP

An apprentice begins their two year term as an apprentice at 60% of Journeyworker wages.

They are required to complete 40 hours of initial training and:

In order to advance to the next level, first year, second 6 months (70%) the apprentice needs to have completed:

- 600 hours of on-the-job learning (OJL)
- 6 months from their acceptance date into the program
- And an additional 80 hours of instruction
- And must attend one Union meeting per quarter

In order to advance to the second year, first 6 months (80%) the apprentice needs to have completed:

- A total of 1200 hours (cumulative) of OJL
- 6 months from their last level increase
- And an additional 80 hours of instruction
- And must attend one Union meeting per quarter

In order to advance to the second year, second 6 months (90%) the apprentice needs to have completed:

- A total of 1800 hours (cumulative) of OJL
- 6 months from their last level increase
- And an additional 80 hours of instruction
- And must attend one Union meeting per quarter

In order to complete the apprentice program and advance to 100% Journeyworker rate, the apprentice needs to have completed:

- A total of 2400 hours (cumulative) OJL
- 6 months from their last level increase
- And their last 80 hours of instruction
- And must attend one Union meeting per quarter
- Introduction to Labor History I
- Introduction to Labor History II



RESPONSIBILITIES OF AN APPRENTICE

Apprentices, having read these standards formulated by the sponsor, agree to all the terms and conditions contained herein and agree to abide by the sponsor's rules and policies, including any amendments, and to serve such time, perform such manual training, and study such subjects as the sponsor may deem necessary to become a skilled journeyworker.

In signing the Apprenticeship Agreement, apprentices assume the following responsibilities and obligations under the apprenticeship program:

- A. Maintain and make available such records of work experience and training received on the job and in related instruction as may be required by the sponsor.
- B. Develop and practice safe working habits and work in such a manner as to assure his/her personal safety and that of fellow workers.
- C. Work for the employer to whom the apprentice is assigned for the duration of the apprenticeship, unless the apprentice is reassigned to another employer or the Apprenticeship Agreement is terminated by the sponsor.
- D. Perform diligently and faithfully the work of the trade and other pertinent duties as assigned by the employer.
- E. Respect the property of the employer and abide by the working rules and regulations of the employer and the Committee.
- F. Get along with other apprentices and journeyworkers and carry out the instruction given by supervisors.
- G. Attend regularly and complete satisfactorily the required hours of instruction and/or home study as stipulated in the standards.
- H. Conduct oneself at all times in a creditable, ethical and moral manner striving to enhance the dignity and craft worker status of the Construction Craft Laborer.

Failure to demonstrate willingness or ability to acquire the knowledge and skills of this craft, or failure to meet the apprentice responsibilities and obligations as outlined in these Standards and in the rules and regulations of the Committee, may result in cancellation of the Apprenticeship Agreement.

*Affirmative action statement, work process schedule statement, training allowance and apprentice related instructional hour statement can be referenced in the Apprenticeship Standards for LiUNA Chicagoland Laborers' District Council Training & Apprentice Fund.



MISCELLANEOUS RULES

Apprentices shall immediately notify the LiUNA Chicagoland Laborers' District Council Training & Apprentice Fund by mail, in person or by calling 1-630-653-0006 of any change in address or telephone number.

If an apprentice fails to notify the Fund of a change of address and, as a result, does not attend scheduled classes because of not receiving notification to attend, that apprentice's absence from those classes shall be considered absent-unexcused.

An apprentice may not quit a job with a contractor, nor change contractors without approval from the Directorship of Apprenticeship.

An apprentice may be discharged from employment because of unsatisfactory work, improper conduct, indifference to rules and regulations or insubordination. During the apprentice's probationary period, such discharge will automatically result in termination from the apprentice program.

Apprentices laid off by their employer due to lack of work or reduction in workforce shall immediately notify the Director of Apprenticeship and their Local of such lay off.

Apprentices called back to work by the employer shall immediately notify the Apprentice Coordinator and their Local.

Apprentices shall complete monthly employment work reports and submit them by the 10th day of the following month to the Joint Apprenticeship Training Committee.

Apprentices must abide by all rules, regulations and conditions of application of the Fund.

Apprentices must abide by all requirements of the Apprenticeship Standards for Construction Craft Laborer (DOL #869-463-580).

Apprentices who fail to fulfill their mandatory quarterly union meeting attendance obligation will be assessed 10 violation points per quarter and will not receive any corresponding training stipends.



STATEMENT OF UNDERSTANDING

I have read these rules and been given an opportunity to ask questions regarding further classifications. I understand that a copy of these rules will be given to me and a signed copy placed in my apprenticeship file. I have received, understand and accept the rules, regulations and conditions of the LiUNA Chicagoland Laborers' District Council Training & Apprentice Fund and Apprenticeship Standards. I understand that violation of these rules, regulations, conditions or standards is just cause for me to be terminated from the apprenticeship program.

Date of Birth: _____ Social Security Number (optional) ____-____-____

Apprentice Signature: _____ Date _____

Program Sponsor Signature: _____ Date _____

Program Sponsor:

LiUNA Chicagoland Laborers' District Council Training & Apprentice Fund
Paul Hoetzer
Director of Apprenticeship
1200 Old Gary Avenue
Carol Stream, Illinois 60188
630-653-0006 ext. 235
paul.hoetzer@chicagolaborers.org

Registration Agency:

United States Department of Labor Office of Apprenticeship
Marlene Budge
USDOL/OA/ATR
230 South Dearborn St.
Chicago, Illinois 60604
312-596-5504
budge.marlene@dol.gov



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Appendix C

AFFIRMATIVE ACTION PLAN

AFFIRMATIVE ACTION PLAN

ADOPTED BY

**LiUNA Chicagoland Laborers' District Council
Training & Apprenticeship Fund and Board of Trustees**

**Chicago District Council, Laborers International
Union of North America**

**AS REQUIRED UNDER TITLE 29, CODE OF FEDERAL REGULATIONS, PART 30
AMENDED MAY 12, 1978**

**DEVELOPED IN COOPERATION WITH THE
U. S. DEPARTMENT OF LABOR
OFFICE OF APPRENTICESHIP**

SECTION I - INTRODUCTION

The JATC enters this Affirmative Action Plan (AAP) with good faith for the purpose of promoting equality of opportunity into its Registered Apprenticeship Program. The JATC seeks to increase the recruitment of qualified women and/or minorities for possible selection into the apprenticeship program in the event women and/or minorities are underutilized in the apprenticeship program. The JATC hereby adopts the following nondiscriminatory pledge and the AAP.

This AAP is a supplement to the Apprenticeship Standards. Any changes made by the JATC will become part of this written AAP, once approved by the Registration Agency.

SECTION II - EQUAL OPPORTUNITY PLEDGE

The JATC commits to the following Equal Opportunity Pledge:

LiUNA Chicagoland Laborers' District Council Training & Apprenticeship Fund will not discriminate against apprenticeship applicants or apprentices based on race, color, religion, national origin, sex, (including pregnancy and gender identity) sexual orientation, genetic information, or because they are an individual with a disability or a person 40 years old or older. LiUNA Chicagoland Laborers' District Council Training & Apprenticeship Fund will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, part 30, Section 5 (c)(1).

SECTION III - UTILIZATION AND ANALYSIS, GOALS AND TIMETABLES

In order to allow positive recruitment and full utilization of minorities and women in the apprenticeship program, the JATC pledges to identify outreach efforts under Section IV which will be undertaken. The purpose of the analysis is to determine the minority and women's labor force in the JATC's labor market area. Once the labor force is determined, the JATC can determine if deficiencies exist in terms of underutilization of minorities and/or women in the occupations registered with the Registration Agency. (See attached Affirmative Action Plan Workforce Analysis Worksheet.)

SECTION IV - OUTREACH AND POSITIVE RECRUITMENT

The JATC's AAP includes the following "checked" outreach and positive recruitment efforts that would reasonably be expected to increase minority and women's participation in apprenticeship by expanding the opportunity of minorities and women to become eligible for apprenticeship selection. **Once those efforts have been checked, the JATC will set forth the specific steps they intend to take under each identified effort.** The JATC will identify **a significant number of activities** in order to enable it to meet its obligation under Title 29, CFR part 30.4(c).

- A. X An announcement of specific apprenticeship openings must be disseminated thirty (30) days in advance of the earliest date for application at each interval to the following agencies/organizations:

- Registration Agency
- Women's Organizations/Centers
- Local Schools
- Employment Service Centers
- One Stop Centers
- Vocational Education Schools
- Other Organizations/Centers (which can effectively reach minorities and women)
- Newspapers (which are circulated in the minority community and among women)

The announcement will include the nature of the apprenticeship, requirements for admission to apprenticeship, availability of apprenticeship opportunities, sources of apprenticeship applications, and the JATC's equal opportunity policy. The period for accepting applications as established by the JATC is: _____

- B. ☒ Participation in annual workshops conducted by employment service agencies for the purpose of familiarizing school, employment service and other appropriate personnel with the apprenticeship program and current opportunities.
- C. ☐ Cooperation with school boards and vocational educational systems to develop programs for preparing students to meet the standards and criteria required to qualify for entry into the apprenticeship program.
- D. ☒ Internal communication of the JATC's equal opportunity policy should be conducted in such a manner to foster understanding, acceptance, and support among the JATC's various officers, supervisors, employees, and members, and to encourage such persons to take the necessary action to aid in meeting its obligation under Title 29, CFR part 30.
- E. ☒ Engaging in programs such as outreach for the positive recruitment and preparation of potential applicants for apprenticeships; where appropriate and feasible, such programs will provide for pre-testing experience and training. In initiating and conducting these programs, the JATC may be required to work with other JATCs and appropriate community organizations. The JATC will also initiate programs to prepare women and encourage women to enter traditionally male programs.
- F. ☐ Encouraging the establishment and utilization of programs of pre-apprenticeship, preparatory trade training, or others designed to afford related work experience or prepare candidates for apprenticeship. The JATC will make appropriate provisions in its AAP to assure that those who complete such programs are afforded full and equal opportunity for admission into the apprenticeship program.
- G. ☐ Utilizing journeyworkers to assist in the implementation of affirmative action in the apprenticeship program.
- H. ☒ Granting advance standing or credit on the basis of previously acquired experience, training, skills, or aptitude for all applicants equally.

- I. ☐ Other appropriate action to ensure that the recruitment, selection, employment, and training of apprentices during their apprenticeship will be without discrimination because of race, color, religion, national origin, or sex (e.g., general publication of apprenticeship opportunities and advantages in advertisements, industry reports, articles, etc., use of present minority and women apprentices and journeyworkers as recruiters; career counseling; development of reasonable procedures to ensure employment opportunity, including reporting systems, on-site reviews, briefing sessions).

The Sponsor shall:

- 1) Participate in workshops for school and employment service counselors.
- 2) Cooperate and counsel with secondary and vocational school administrators concerning needs of the industry and how transition of female and minority group students from school to apprenticeship can best be accomplished.
- 3) Disseminate information within the industry to acquaint all involved with the goals of the apprenticeship program and to effect cooperation.
- 4) Cooperate with concerned minority and female organizations. They shall disseminate information to the general public detailing procedures for applying for admission to apprenticeship and how to respond.
- 5) Run newspaper advertisements in major newspapers and minority newspapers in all areas of jurisdiction, bi-annually.
- 6) Attempt to secure on public service time on radio and/or TV commonly identified with the minority community.
- 7) Adopt other acts deemed necessary by the sponsor to accomplish the goals desired.

SECTION V - ANNUAL REVIEW OF AFFIRMATIVE ACTION PLAN

The JATC will make an annual review of its current AAP and its overall effectiveness and institute any revisions or modifications warranted. The review will analyze (independently and collectively) the affirmative action steps taken by the JATC for evaluating the positive impact, as well as the adverse impact in the areas of outreach and recruitment, selection, employment, and training. They will work diligently to identify the cause and affect that result from their affirmative action measures. The JATC will continually monitor these processes in order to identify the need for a new affirmative action effort and/or deletion of ineffective existing activities. All changes to the AAP must be submitted to the Registration Agency for approval. The JATC will continually monitor the participation rates of minorities and women in the apprenticeship program in an effort to identify any type of underutilization. If underutilization exists, corrective action will be immediately implemented. The goals and timetables also will be reviewed periodically as determined by the Registration Agency and updated where necessary.

AFFIRMATIVE ACTION PLAN WORKFORCE ANALYSIS WORKSHEET

A. SPONSOR INFORMATION

Program Number:	IL017990001		
Name of Sponsor:	Chicagoland Laborers Training & Apprenticeship Fund		
Address:	1200 Old Gary Ave		
City/State/Zip Code:	Carol Stream, IL 60188		
Contact Person:	Paul Hoetzer		
Phone Number:	630-653-0006 Ext. 235	FAX Number:	630-653-2762
E-Mail Address:	paul.hoetzer@chicagolaborers.org		

B. OCCUPATIONAL INFORMATION

Occupational Title: *	Construction Craft Laborer		
RAPIDS Code:0661	O*NET/SOC Code: 47-2061.00		
Type of selection method used: Employer Referral			
Labor Market Area description: All 9 Counties in the Northeastern corner of Illinois			

C. LABOR MARKET AREA & OCCUPATIONAL PARTICIPATION DATA

C.1 Total Labor Force in Labor Market Area * 4,451,902			
Number of Women:	2,048,014	23 % of labor force	
Number of Minorities:	1,848,591	42 % of labor force	
C.2 Working Age Population in Labor Market Area *			
Number of Women:		% of labor force	
Number of Minorities:		% of labor force	
C.3 Apprentice Participation in Craft/Occupation in National Apprenticeship System **			
Number of Women:	31	16 % of apprentices	
Number of Minorities:	81	42 % of apprentices	
C.4 The General Availability of Minorities and Women with the Present or Potential Capacity for Apprenticeship in Program Sponsor's Labor Market Area. ***			
Number of Women:			
Number of Minorities:			

Resources for obtaining labor market information.

* http://www.census.gov/hhes/www/eeoindex/page_c.html

** RAPIDS Data available from Registration Agency.

*** Program Sponsors may use any reasonable method for determining the general availability of minorities and women with the present or potential capacity for apprenticeship, including relying on the data recorded in Section C.1 for "Total Labor Force", C.2 for "Working Age Population", and C.3 "Apprentice Participation in Particular Craft/Occupation" to propose the entries for "The General Availability of Minorities and Women."

D. SPONSOR'S WORKFORCE DATA

D.1	Total Number of Journey/Craft Workers Employed:	10,000	
	Number of Women:		% of work force
	Number of Minorities:		% of work force
D.2	Total Percentage of Apprentices or of Applicant Pool (depending on selection method used)		
	Numerical percentage of Women apprentices or women in applicant pool:		%
	Numerical percentage of Minority apprentices or minorities in applicant pool:		%

E. ADDITIONAL RESOURCE DATA FOR CONSIDERATION IN ESTABLISHING GOALS

	Industry Source Data	Minority rate of participation	Female rate of participation
E.1	Registered Apprenticeship Partners Information Data System (RAPIDS): *		
E.2	EEOC Occupational Employment Data: **		

* Data available from Registration Agency

** <http://www.eeoc.gov/stats/jobpat/jobpat.html>

F. DETERMINATION OF UTILIZATION

Analysis	Yes	No
Minority Underutilization:		
Female Underutilization:		

G. SPONSOR'S GOALS:

The program sponsor proposes and agrees to make a good faith effort to attain the goal of selecting 31 % minorities and 24% women during the next EEO Review cycle. These goals will not be used to discriminate against any qualified applicant on the basis of race, color, religion, national origin or sex.

The number of new apprentices to be hired during the next year (or selection period) is estimated to be: 60

Appendix D

QUALIFICATIONS AND SELECTION PROCEDURES

QUALIFICATIONS AND SELECTION PROCEDURES

ADOPTED BY

**LiUNA Chicagoland Laborers' District Council
Training & Apprentice Fund and Board of Trustees**

**Chicago District Council, Laborers International
Union of North America**

DEVELOPED IN COOPERATION WITH THE
U. S. DEPARTMENT OF LABOR
OFFICE OF APPRENTICESHIP

The certification of this selection procedure is not a determination that, when implemented, it meets the requirements of the Uniform Guidelines on Employee Selection Procedures (41 CFR, part 60-3) or 29 CFR part 30. Note that selection procedures may need to be modified to provide reasonable accommodations to qualified individuals with disabilities.

SECTION I. - MINIMUM QUALIFICATIONS

Applicants seeking acceptance into the Apprentice Program of the LiUNA Chicagoland Laborers' District Council Training & Apprenticeship Fund (the "Fund") must meet the following minimum qualifications:

A. Age

Applicants must be 18 years of age or older.

B. Education

Applicants must have at least a tenth grade education or higher or a GED or other high school equivalency.

C. Physical

Applicants must physically be able to perform the work of the trade.

D. Communication

Applicants must have a reading, understanding, writing and communicating ability that would enable the applicant to perform the tasks of the Construction Craft Laborer in a safe manner and would allow the applicant to comprehend the subject matter taught, in English only, in related instruction.

E. Driver's License

Applicants must have a valid driver's license.

F. Substance Abuse Testing

Applicants must pass a substance abuse test to be accepted into the Program.

G. Legally Eligible

Applicants must legally be eligible to work in the United States.

SECTION II. - APPLICATION and SELECTION PROCEDURES

An employer must refer newly hired employees for selection into the Apprenticeship Program consistent with the Collective Bargaining Agreement. Any employees referred to the Apprenticeship Program must meet the minimum qualifications identified above.

An employer may refer more than one new employee to the Apprenticeship Program provided that they do not exceed the specified ratio of six journeyworkers to one apprentice. The JATC may accept into the Program an individual who has been referred by an employer provided the employer has agreed to employ the individual and the employer further agrees to provide the on-the-job learning required by the Apprenticeship Program. An employee who is referred to the Apprenticeship Program and is accepted into the program must participate in an initial one-week safety training orientation at the first opportunity offered by the Apprenticeship Program. The offering of safety training orientation to new apprentices does not substitute for an employer's ordinary obligation to provide safe working conditions and appropriate direction to apprentices and journeyworkers in order to minimize the chance of injury.

Sponsoring employers must submit to the Fund the following documentation for all applicants prior to the date the applicant completes the Fund's application and submits to a substance abuse test:

1. Valid driver's license
2. Social Security card
3. Transcripts from high school showing completion of tenth grade or higher or, if applicable, other documentation demonstrating completion of a GED or other high school equivalency
4. Sponsorship letter from signatory employer

Applications will be accepted at locations within the jurisdiction of the Program as determined by the JATC. All applicants will be required to complete an application form. After completion of the application, the applicant will submit to a substance abuse test. After the applicant has taken the substance abuse test and completed the application and accompanying documentation, the Fund staff will review all the documentation and test results to determine whether the applicant satisfies the minimum qualifications set forth in Section I. Applicants who do not meet such qualifications or who cannot provide substantiating evidence for meeting such qualifications will be rejected from the Apprentice Program. A notice will be provided to the employer and the applicant if the applicant is rejected from the Program.

Applicants who are military veterans and who wish to receive credit for military training or experience must submit a form DD-214 to verify such military training and/or experience.

SECTION III. - NON-DISCRIMINATION POLICY, NON-HARASSMENT POLICY AND COMPLAINT PROCEDURES

A. Non-Discrimination Policy

The Fund will not discriminate against apprenticeship applicants or apprentices based on race, color, religion, national origin, sex, (including pregnancy and gender identity) sexual orientation, genetic information, or because they are an individual with a disability or a person 40 years old or older. The Fund will take affirmative action to provide equal opportunity in apprenticeship and will operate the

Apprenticeship Program as required under Title 29 of the Code of Federal Regulations, part 30, Section 5 (c)(1). Any applicant or apprentice who feels the Fund discriminated against him or her may file a complaint under the procedures outlined below.

B. Non-Harassment Policy

The Fund will work to promote an environment in which all apprentices (1) feel safe, welcomed and treated fairly, (2) are not harassed because of their race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, age (40 or older), genetic information, or disability and (3) are free from intimidation and retaliation. To that end, harassing conduct shall not be tolerated. Harassing conduct is unwelcome conduct that is based on race, color, religion, sex (including pregnancy and gender identity), national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful where 1) enduring the offensive conduct becomes a condition of continued employment or apprenticeship, or 2) the conduct is severe or pervasive enough to create an environment that a reasonable person would consider intimidating, hostile, or abusive. Offensive conduct may include, but is not limited to, offensive jokes, slurs, epithets or name calling, physical assaults or threats, intimidation, ridicule or mockery, insults or put-downs, offensive objects or pictures, and interference with work performance. Any apprentice who is harassed, intimidated or retaliated against because of their protected status may file a complaint under the procedures outlined below.

C. Complaint Procedure

The Fund has established the following procedure for lodging a complaint of harassment, discrimination or retaliation. The Fund will treat all aspects of the procedure confidentially to the extent reasonably possible.

1. An apprentice who feels harassed or intimidated or discriminated against based on race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, age (40 or older), genetic information, or disability may initiate the complaint process by filing a complaint in writing with the Director of Apprenticeship. This complaint process is also available to any apprentice who feels he or she has been intimidated, threatened, coerced, retaliated against or discriminated against because he or she has (a) filed a complaint alleging a violation of Part 30 of Title 29, Subtitle A of the Federal Regulations ("Part 30"), (b) opposed a practice prohibited by the provisions of Part 30 or any other Federal or State equal opportunity law, (c) furnished information to, or assisted or participated in any manner, in any investigation, compliance review, proceeding, or hearing under Part 30 or any Federal or State equal opportunity law; or (d) otherwise exercised any rights and privileges under the provisions of Part 30. (The provisions of Part 30 shall be available upon request. Part 30 is the part of the Federal Regulations dealing with equal employment opportunity in Apprenticeship.)
2. No formal action will be taken against any person under this policy unless the Director of Apprenticeship has received a written and signed complaint containing sufficient details to determine if the policy may have been violated. If an instructor or other Fund staff becomes aware that harassment or discrimination is occurring,

either from personal observation or as a result of an apprentice's coming forward, the instructor should immediately report it to the Director of Apprenticeship.

3. Upon receiving a complaint or being advised by an instructor or other Fund staff that a violation of this policy may be occurring, the Director of Apprenticeship will notify the Fund and review the complaint with Fund counsel.
4. Within five working days of receiving the complaint, the Director of Apprenticeship will notify the person(s) charged [hereafter referred to as "respondent(s)"] of a complaint and initiate the investigation to determine whether there is a reasonable basis for believing that the alleged violation of this policy occurred.
5. During the investigation, the Director of Apprenticeship, together with Fund counsel or other Fund employees, will interview the complainant, the respondent and any witnesses to determine whether the alleged conduct occurred.
6. Within 15 business days of the complaint being filed (or the matter being referred to the Director of Apprenticeship), the Director of Apprenticeship or other person conducting the investigation will conclude the investigation and submit a written report of his or her findings to the Executive Director.
7. If it is determined that harassment or discrimination in violation of this policy has occurred, the Executive Director will recommend appropriate disciplinary action. The appropriate action will depend on the following factors: a) the severity, frequency and pervasiveness of the conduct; b) prior complaints made by the complainant; c) prior complaints made against the respondent; and d) the quality of the evidence (e.g., first-hand knowledge, credible corroboration).
8. If the investigation is inconclusive or if it is determined that there has been no violation of policy but potentially problematic conduct may have occurred, the Director of Apprenticeship may recommend appropriate preventive action.
9. Within five days after the investigation is concluded, the Director of Apprenticeship will meet with the complainant and the respondent separately, notify them of the findings of the investigation, and inform them of the action being recommended.
10. The complainant and the respondent may submit statements to the Director of Apprenticeship challenging the factual basis of the findings. Any such statement must be submitted no later than five working days after the meeting with the Director of Apprenticeship in which the findings of the investigation are discussed.
11. Within 10 days from the date the Director of Apprenticeship meets with the complainant and respondent, the Executive Director will review the investigative report and any statements submitted by the complainant or respondent, discuss results of the investigation with the Director of Apprenticeship and/or other Fund staff as may be appropriate, and decide what action, if any, will be taken. The Director of Apprenticeship will report the Executive Director's decision to the complainant, the respondent and the instructors of the complainant and respondent. The Executive Director's decision will be in writing and will include findings of fact and a

statement for or against disciplinary action. If disciplinary action is to be taken, the respondent will be informed of the nature of the discipline and how it will be executed.

D. Alternative legal remedies

Nothing in this policy may prevent the complainant or the respondent from pursuing formal legal remedies or resolution through local, state or federal agencies or the courts, including the Office of Apprenticeship of the DOL as described below.

E. Right to Equal Opportunity

It is against the law for a sponsor of an Apprenticeship Program registered for Federal purposes to discriminate against an apprenticeship applicant or apprentice based on race, color, religion, national origin, sex, sexual orientation, age (40 years or older), genetic information, or disability. The sponsor must ensure equal opportunity with regard to all terms, conditions, and privileges associated with apprenticeship. If applicant or apprentice thinks that he or she has been subjected to discrimination, he or she may file a complaint within 300 days from the date of the alleged discrimination or failure to follow the equal opportunity standards with the US Department of Labor Office of Apprenticeship.

By Mail:

U.S. Department of Labor Office of Apprenticeship 200 Constitution Ave., NW Washington, DC 20210

Att'n: Apprenticeship EEO Complaints

Or

Scan it and email it to ApprenticeshipEEOcomplaints@dol.gov.

Complainants may also contact the following individual:

Dean Guido

Acting State Director

USDOL/ETA/OA

230 South Dearborn Street, Rm. 656

Chicago, IL 60604

Telephone: 312-596-5500

FAX: 312-596-5501

E-Mail: Guido.Dean@dol.gov

Complainants may also be able to file complaints directly with the EEOC, or State fair employment practices agency. If those offices have jurisdiction over the sponsor/employer, their contact information is listed below.

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government

section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Each complaint filed must be made in writing and include the following information:

1. Complainant's name, address and telephone number, or other means for contacting the complainant;
2. The identity of the respondent (i.e. the name, address, and telephone number of the individual or entity that the complainant alleges is responsible for the discrimination);
3. A short description of the events that the complainant believes were discriminatory, including but not limited to when the events took place, what occurred, and why the complainant believes the actions were discriminatory (for example, because of his/her race, color, religion, sex, sexual orientation, national origin, age (40 or older), genetic information, or disability);
4. The complainant's signature or the signature of the complainant's authorized representative.

Who may file a complaint: Any individual who believes that he or she has been or is being discriminated against on the basis of race, color, religion, national origin, sex, sexual orientation, age (40 or older), genetic information, or disability with regard to apprenticeship, or who believes he or she has been retaliated against as described in 29 CFR § 30.17, may, personally or through an authorized representative, file a written complaint as described above.

SECTION IV. - MAINTENANCE OF RECORDS

The JATC will keep adequate records including a summary of the qualifications of each applicant, the basis for evaluation and for selection or rejection of each applicant, the original application for each applicant, information relative to the operation of the Apprenticeship Program, including, but not limited to, job assignment, promotion, demotion, layoff, or termination, rates of pay or other forms of compensation or conditions of work, hours including hours of work and, separately, hours of training provided, and any other records pertinent to a determination of compliance with the regulations at Title 29, CFR part 30, as may be required by the U.S. Department of Labor. Sponsoring employers shall maintain employment-related records of applicants and apprentices as required by law. The records pertaining to individual applicants, selected or rejected, will be maintained by the JATC in such manner as to permit the identification of minority and women (minority and non-minority) participants.

Each JATC must retain a statement of its AAP for the prompt achievement of full and equal opportunity in apprenticeship, including all data and analysis made pursuant to the requirements of Title 29, CFR part 30.4. Each JATC also must maintain evidence that its qualification standards have been validated in accordance with the requirements set forth in Title 29, CFR part 30.5(b).

Records related to each applicant and apprentice will be maintained for five (5) years from the date

of last action and made available upon request to the U.S. Department of Labor or other authorized representative.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Horton Group 10320 Orland Parkway Orland Park IL 60467	CONTACT NAME: PHONE (A/C, No, Ext): 708-845-3000 FAX (A/C, No): E-MAIL ADDRESS: certificates@thehortongroup.com
INSURED Misfits Construction Company 333 S. Wabash Ave Suite 2700 Chicago IL 60604	INSURER(S) AFFORDING COVERAGE INSURER A: Accident Fund Insurance Company of America INSURER B: Ohio Security Insurance Co INSURER C: American Fire and Casualty Company INSURER D: Ohio Casualty Insurance Company INSURER E: Navigators Specialty Ins. Co. INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1342273912**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	BKS(23)65677214	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAA(23)65677214	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	USO(23)65677214	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	AF WCP 100030969	3/1/2024	3/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B E	Inland Marine Pollution Liability			BKS(23)65677214 SF23ECPU01159NC	12/31/2023 12/31/2023	12/31/2024 12/31/2024	Rented/Leased Equip Limit Deductible 400,000 1,000,000 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional insured on a primary and non-contributory basis with respect to general liability and auto liability only when required by written contract. Waivers of subrogation apply to the general liability, auto liability and workers compensation in favor of the stated additional insureds only when required by written contract. Umbrella Follows Form.
24-046-TS - Chisolm Trail Drainage Project
Kane County as additional insured as per the Instruction to Contractors, the contractor and all subcontractors shall also list: Huddleston-McBride Drainage Company and Plato Township Road District, Tom & Laura Adamczyk 13N654 Gunpowder, Michelle Kopetsky Trustee 39W176 Chisholm, and Andrzej Ambrosik 39W198 Chisholm.

CERTIFICATE HOLDER**CANCELLATION**

County of Kane
719 S. Batavia Avenue, Bldg. A
Geneva IL 60134

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

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SECTION I - COVERED AUTOS is amended as follows:

1. TRAILERS - INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** of **SECTION I - COVERED AUTOS**:

"Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

SECTION II - LIABILITY COVERAGE is amended as follows:

2. NEWLY FORMED OR ACQUIRED SUBSIDIARIES

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. - Who Is An Insured** is amended to include the following as an "insured":

- d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an "insured" under any other automobile policy except a policy written specifically to apply in excess of this policy; or
- (3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

Coverage under this provision d. does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

3. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

- e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

4. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

- g. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 24, this policy is excess over any other collectible insurance.

5. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, Paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

6. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, Exclusion B.5. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

7. HIRED AUTO PHYSICAL DAMAGE

Paragraph **A.4. Coverage Extensions** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or
- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business, subject to the following limit and deductible:
 - a. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
 - (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
 - b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
 - c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
 - d. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
 - e. This coverage extension does not apply to:
 - (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.

Coverage provided under this extension is excess over any other collectible insurance available at the time of "loss".

8. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph **A.2. Towing**, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$75 per disablement.
- b. For "light trucks", we will pay up to \$75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

9. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph **A.4.a. Coverage Extensions, Transportation Expenses** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500.

10. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement requires the rental of a comparable or lessor vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph **4. Coverage Extension**.
- f. No deductible applies to this coverage.
- g. The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision **12.B**.

11. EXTRA EXPENSE - BROADENED COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage**, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

12. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

13. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

14. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

15. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph **a.** of the exception to exclusions **4.c.** and **4.d.** is deleted and replaced with the following:

Exclusions **4.c.** and **4.d.** do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:
 - (1) Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and
 - (2) Designed to be solely operated by use from the power from the "auto's" electrical system; and
 - (3) Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

16. LOAN / LEASE GAP COVERAGE (Not Applicable In New York)

A. Paragraph C. Limit Of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

- 1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss";
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
 - d. Transfer or rollover balances from previous loans or leases;
 - e. Final payment due under a "Balloon Loan";
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto";
 - g. Security deposits not refunded by a lessor;
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto";
 - i. Any amount representing taxes;
 - j. Loan or lease termination fees; or
- 2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. Additional Conditions

This coverage applies only to the original loan for which the covered "auto" that incurred the "loss" serves as collateral, or lease written on the covered "auto" that incurred the "loss".

C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

17. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

18. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

19. TWO OR MORE DEDUCTIBLES

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph **D. Deductible**:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

21. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
- (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) Member, if you are a limited liability company;
 - (4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (a) How, when and where the "accident" or "loss" took place;
- (b) The "insureds" name and address; and
- (c) The names and addresses of any injured persons and witnesses.

22. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **A.5. Transfer Of Rights Of Recovery Against Others To Us**, is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

23. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **B.7. Policy Period, Coverage Territory**, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

24. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, General Conditions, B.5. Other Insurance** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

SECTION V - DEFINITIONS is amended as follows:

25. BODILY INJURY REDEFINED

Under **SECTION V - DEFINITIONS**, Definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

- a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

- 9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

- (b)** The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph **1.a.** above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph **1.b.** above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph **1.c.** above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph **b.** of Condition **2. Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions.**

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph 2.a.(1) of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 6. **Representations**:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V - Definitions**, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONSTRUCTION PROJECT(S) - GENERAL AGGREGATE LIMIT (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C Medical Payments**, which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations .
 2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C Medical Payments**, which cannot be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D.** If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of **Section III - Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **03/01/2022** Policy No. **AF WCP 100030969 01**
Insured **MISFITS CONSTRUCTION COMPANY**

Endorsement No.
Premium: **\$0**

Insurance Company **ACCIDENT FUND
INSURANCE COMPANY OF
AMERICA**

Countersigned by _____

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-24-2552

AUTHORIZING A CONTRACT RENEWAL FOR KANE COUNTY JANITORIAL SUPPLIES WITH WAREHOUSE DIRECT (BID# 22-018)

WHEREAS, bids were solicited and received for Janitorial Supplies (BID#22-018) to be utilized at various Kane County facilities with a total of five (5) bids received by the March 31, 2022 deadline; and

WHEREAS, only one vendor bid on all janitorial items; and

WHEREAS, Resolution No. 22-210 authorized a two (2) year contract with three (3) one (1) year renewals. This is the first renewal; and

WHEREAS, the Building Management Department has hired Janitorial Staff that clean many Kane County Offices and Departments. As a result of this we are now supplying our own cleaning supplies which requires a need for additional funds of Fifty Thousand Dollars (\$50,000); and

WHEREAS, Building Management and staff recommend utilizing the first one (1) year renewal with Warehouse Direct Inc. of Des Plaines, IL.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute the first one-year contract extension with Warehouse Direct Inc., 2001 S. Mount Prospect Road, Des Plaines, IL 60018 in a not to exceed amount of One Hundred Forty Thousand Dollars (\$140,000) per fiscal year.

Line Item: 001.080.080.60160, Various

Line Item Description: Cleaning Supplies, Various

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes

Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on August 13, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No.

AUTHORIZING A CONTRACT RENEWAL FOR KANE COUNTY JANITORIAL SUPPLIES WITH WAREHOUSE DIRECT (BID#22-018)

Committee Flow: Administration Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Roger Fahnestock, 630-232-3571

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$140,000
If not budgeted, explain funding source:	

Summary:

Authorizing and directing to execute the first one-year contract extension with Warehouse Direct Inc., 2001 S. Mount Prospect Road, Des Plaines, IL 60018 in a not to exceed amount of One Hundred Forty Thousand Dollars (\$140,000) per fiscal year.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 22 - 210

AUTHORIZING A CONTRACT FOR KANE COUNTY JANITORIAL SUPPLIES

WHEREAS, bids were solicited and received for Janitorial Supplies (Bid. #22-018) to be utilized at various Kane County facilities; and

WHEREAS, a total of 5 bids were received and opened on March 31,2022; and

WHEREAS, only one vendor bid on all janitorial items; and

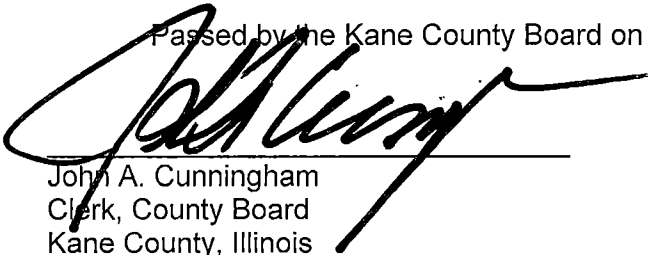
WHEREAS, this is a two (2) year contract, with mutual option for three (3) one-year renewals if agreed upon by both parties; and


WHEREAS, Building Management and staff recommends awarding the contract to Warehouse Direct Inc., of Des Plaines, IL; AND

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board the Chairman is authorized to execute a two (2) year contract for Janitorial Supplies with Warehouse Direct, Des Plaines, IL for the amount not to exceed \$90,000.00 total cost per year. This contract will also include a mutual option to extend for additional three (3) 1-year renewals.

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
Various	Various	Yes	Yes	N/A

Passed by the Kane County Board on June 14, 2022.


John A. Cunningham
Clerk, County Board
Kane County, Illinois


Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:
[Unanimous]

22-06 Janitorial Supplies

**KANE COUNTY
OFFER TO CONTRACT FORM
BID 22-018
JANITORIAL SUPPLIES**

Bid Due Date & Time: Thursday, March 31, 2022 at 3:30 p.m. CST

To: County of Kane (Purchasing Department)
Kane County Government Center, Bldg. (A)
Room 211, 212 or 214
719 S. Batavia Ave.
Geneva, IL 60134

The following offer is hereby made to the County of Kane, Illinois, hereafter called the Owner.

Submitted By: WAKE HOUSE DIRECT

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment, products and services in compliance with all terms, conditions, specifications and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.
 - A. The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.
 1. the Vendor has examined the Contractor Disclosure (Section 28) of the Instruction to Bidders, and has included or provided a certified document listing all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent.
 - B. For purposes of this offer, the terms Offeror, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
 - A. All bid documents have been examined; Instructions to Bidder, Statement of Work, including the Specifications and the following addenda:

No. _____, No. _____, No. _____, (Contractor to acknowledge addenda here.)
 - B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations, as Vendor deems necessary.
 - C. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.

BID FORM

Kane County will not pay for any price increase of any items after contract is awarded. All contracted pricing shall be firm for the duration of the initial two-year contract period. All janitorial supply items will be ordered on an "as-needed" basis and with no minimum orders.

PART A – AIR FRESHENERS					
Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
Air Freshener, "Snappy Apple" Dry Deodorizers, 12 oz. Aerosol.	ZEN491255DUM SUP20	15	CASE of 12	\$ 41.52	\$ 622.80
Air Freshener, "Cinnamon" Dry Deodorizers, 10 oz. Aerosol,	Discontinued	15	CASE of 12	\$	\$
Air Freshener, "Clair" C-162 Dry Deodorizers, 10 oz. Aerosol.	Discontinued	15	CASE of 12	\$	\$
Air Freshener, "Rubbermaid" Gel Cassette Canister, Arctic Mint	RCP9C8401	15	CASE of 6	\$ 70.83	\$ 1,062.45
Air Freshener, "Rubbermaid" Gel Cassette Canister, Herb Pine	RCP9C8401	15	CASE of 6	\$ 70.83	\$ 1,062.45
Time Mist-Shot Micro Metered Air Fresheners Citrus 2oz.	TMS1042421	15	CASE of 12	\$ 73.21	\$ 1,098.15
Air Freshener, "Misty Spring Rain", aerosol can, 10 oz. AMRA23920SR by Zep, Inc.	AMR1001870	15	CASE of 12	\$ 79.04	\$ 1,185.60
"Swell-Gel" Room Odor Counteractant by ATCO International 6459, quart trigger	DVO4437	6	CASE of 12	\$ 40.67	\$ 244.02
PART A – AIR FRESHENERS TOTAL					\$ 5,275.47

PART B - GENERAL CLEANERS & REMOVERS					
Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
Ammonia, All Purpose, "House Brand" 4gal/Case	CHMCH125	5	CASE of 4	\$ 16.56	\$ 82.80
Bleach, Germicidal, Clorox 121 oz. bottle, #30966	CLO30966CT	15	CASE of 3	\$ 19.80	\$ 297.00
Dust Mop Treatment, Multi-Purpose, 4Gal/Case	SPA301305	5	CASE of 4	\$ 37.41	\$ 187.05
Clorox Disinfectant Spray, 19 oz. #38504	CLO38504CT	30	CASE of 12	\$ 63.80	\$ 1,914.00
Multi-Surface, Disinfectant Delimer. Cleaner/Solvent, gallon	CRN16041	10	CASE of 4	\$ 38.27	\$ 382.70
Stainless Steel, Polish/Cleaner, Oil Base, Aerosol 20 oz.	BWK347ACT	10	CASE of 12	\$ 49.64	\$ 496.40

PART B - GENERAL CLEANERS & REMOVERS (continued)

Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
Envirox Concentrate 117 Stabilized Hydrogen Peroxide (Sanitizer-Virucide), gallon	DVO5549254	10	CASE of 4	\$ 322.65	\$ 3,226.50
Envirox Floors Super concentrated, gallon	SPA003504	10	CASE of 4	\$ 62.06	\$ 620.60
Fabuloso Cleaner Lavender Scent, 1 gallon "NO SUBSTITUTION"	CPC05253	15	CASE of 4	\$ 50.19	\$ 752.85
Dial Antimicrobial Original Gold liquid soap, gallon	DIA88047CT	10	CASE of 4	\$ 60.00	\$ 600.00
Multi-Purpose, Disinfects/Deodorize, 15.5 Aerosol,	SPA608100	10	CASE of 12	\$ 38.82	\$ 388.20
Hillyard Top Clean Neutral Cleaner Neutral Floor/Surface Cleaner, (No Rinse), gallon	NYCNL158G4	8	CASE of 4	\$ 25.53	\$ 201.84
Pine-sol 144 oz. bottle #35418	CLO35418CT	10	CASE of 3	\$ 36.80	\$ 368.00
Furniture Polish, Lemon, 19 oz.	BWK346ACT	10	CASE of 12	\$ 62.89	\$ 628.90
Heavy Duty Degreaser, Industrial Strength, gallon (non-toxic)	SPA203404	25	CASE of 4	\$ 37.10	\$ 927.50
Display or Terminal cleaner, Anti-fog and static - no chemical or abrasive, 20 oz.	END096000	10	CASE of 12	\$ 69.60	\$ 696.00
RTD Glass/Surface Cleaner 1.5 liter	DVS93361936	15	CASE of 2	\$ 51.04	\$ 765.60
RTU Glass/Surface Cleaner Gallon	SPA303004CT	10	CASE of 4	\$ 26.79	\$ 267.90
Multi-Surface Cleaner, Diversey Alpha-HP, RTD 1.5 liter #3350727 (NO SUBSTITUTION)	DVS3350727	100	CASE of 2	\$ 59.93	\$ 5,993.00
Crown Chemical #CR-105-32 Toilet Bowl, 9%, 32 oz.	CRN37212	5	CASE of 12	\$ 27.41	\$ 137.05
Crown Chemical #CR-103-32 PDQ Germicidal Bowl/Bathroom Cleaner, Multi-Surface, Non-Acid, 32 oz.	SPA711603	20	CASE of 12	\$ 23.16	\$ 463.20
Heavy Duty Pumice Hand Cleaner Cherry Bomb or "Equal" gallon	ITW25219CT	20	CASE of 4	\$ 68.77	\$ 1,375.40

PART B - GENERAL CLEANERS & REMOVERS (continued)					
Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
Stainless Steel Cleaner/Polish, Oil Base, Aerosol, 18 oz.	BWK347ACT	5	CASE of 12	\$ 49.64	\$ 248.20
Clorox #38504 19oz. aerosol can	CLO38504CT	10	CASE of 12	\$ 63.80	\$ 638.00
Cleanser, Scratch Free Liquid Cream, Soft clean, quart	SPA732003	5	CASE of 12	\$ 31.54	\$ 157.70
Hillyard Double Down Carpet, Stain Remover, 32 oz. bottle	SPA303503	6	CASE of 6	\$ 24.44	\$ 73.32
Carpet Shampoo/Deformer gallon	NYCNL640G4	3	CASE of 4	\$ 57.58	\$ 172.74
Drain pipe opener/sewer cleaner and maintainer- (non-toxic) quart	AMR1003698	10	CASE of 12	\$ 81.61	\$ 816.10
PART B - GENERAL CLEANERS & REMOVERS TOTAL					\$ 22,878.55

PART C - FLOOR STRIPPER, NEUTRALIZER, REMOVAL & WAX					
Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
Hillyard Seal 341, 5 gallon pail (NO SUBSTITUTION)	NUA4135MPP025	10	EACH	\$ 69.05	\$ 690.50
Floor, Stripper, Neutralizer Wax	SPA008205	5	EA	\$ 54.42	\$ 272.10
Floor, Stripper Concentrate, Super Stripper, 5 gallon pail	NYCN127P5	10	EA	\$ 42.22	\$ 422.20
Hillyard Floor, Buffing Wax, Seal 341	NUA4135MPP025	10	EA	\$ 69.05	\$ 690.50
Hillyard Floor, Burnishing Wax, Seal 341	NUA4135MPP025	10	EA	\$ 69.05	\$ 690.50
Floor, Neutralizer, neutralizes hard floors after wax stripping, quart	SPA302904	5	CASE of 12	\$ 77.10	\$ 385.50
Remover, Chew gum remover, Rug & Carpet, Aerosol, 6 oz.	BWK353ACT	10	CASE of 12	\$ 55.69	\$ 556.90
PART C - FLOOR STRIPPER, NEUTRALIZER, REMOVAL & WAX TOTAL					\$ 3,708.20

PART D - BLEACH - LINEN DETERGENT					
Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
Sunburst Chemical- Chlorbrite, Heavy Duty - Stain removal, 8.5 liter	SUN776202	25	CASE of 2	\$ 57.01	\$ 1,425.25
Sunburst Chemical - Golden Brite Built Detergent, 8.5 liter (Hi-Performance/Institutional use)	SUN783605	25	CASE of 2	\$ 150.89	\$ 3,772.25
PART D - BLEACH - LINEN DETERGENT TOTAL					\$ 5,197.50

PART E - INSECTICIDE					
Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
Commercial Grade, <u>flying Insect Killer</u> , aerosol, 20 oz., #TMS3643	SJN300816CT	10	CASE of 12	\$ 67.90	\$ 679.00
Commercial Grade, <u>Wasp/Hornet Killer</u> , Aerosol, 20 oz., #TMS3653	AMREWHIK16	10	CASE of 12	\$ 73.53	\$ 735.30
Commercial Grade, Ant/Roach Killer, aerosol, 20 oz., #DRK94891	AMR1047651	15	CASE of 6	\$ 36.46	\$ 546.90
United "Vanilla Blast" Insecticide #159, aerosol 14 oz. can	Discontinued	10	CASE of 12	\$	\$
PART E - INSECTICIDE TOTAL					\$ 1,961.20

PART F - GLOVES					
Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
Industrial, Nitrile, flocked lined, 18 mil, Latex, 13" long, M - per Doz.	BWK183M	10	DOZ	\$ 17.58	\$ 175.80
Industrial, Nitrile, flocked lined 18 mil, Latex, 13 " long, L - per Doz.	BWK183L	10	DOZ	\$ 17.58	\$ 175.80

PART F – GLOVES (continued)					
Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
Industrial, Nitrile, flocked lined 18 mil, Latex, 13" long, XL – 1M/Cs	BWK183XL	10	DOZ	\$ 18.29	\$ 182.90
<i>Safety Zone Manufacture</i> Vinyl, non-latex, Exam-Med. Grade, 100/box – 10bx/Case Small	SFTGVEPSM1C	100	CASE of 10 boxes	\$ 40.50	\$ 4,050.00
<i>Safety Zone Manufacture</i> Vinyl, non-latex, Exam-Med. Grade, 100/box – 10bx/Case - Medium	SFTGVEPMD1C	300	CASE of 10 boxes	\$ 40.50	\$ 12,150.00
<i>Safety Zone Manufacture</i> Vinyl, non-latex, Exam-Med. Grade, 100/box – 10bx/Case - Large	SFTGVEPLG1C	350	CASE of 10 boxes	\$ 40.50	\$ 14,175.00
<i>Safety Zone Manufacture</i> Vinyl, non-latex, Exam-Med. Grade, 100/box – 10bx/Case – Extra Large	SFTGVPXL1C	450	CASE of 10 boxes	\$ 40.50	\$ 18,225.00
<i>Safety Zone Manufacture</i> Powder Free-Disposable nitrile glove – Small 100/Box – 10boxes/Case	SFTGNEPSM1	25	CASE of 10 boxes	\$ 95.30	\$ 2,382.50
<i>Safety Zone Manufacture</i> Powder Free -Disposable nitrile glove – Med 100/Box – 10boxes/Case	SFTGNEPMD1	50	CASE of 10 boxes	\$ 95.30	\$ 4,765.00
<i>Safety Zone Manufacture</i> Powder Free -Disposable nitrile glove – Large 100/Box – 10boxes/Case	SFTGNEPLG1	50	CASE of 10 boxes	\$ 95.30	\$ 4,765.00
<i>Safety Zone Manufacture</i> Powder Free -Disposable nitrile glove – X-L 100/Box – 10boxes/Case	SFTGNEPXL1	50	CASE of 10 boxes	\$ 95.30	\$ 4,765.00
PART F – GLOVES TOTAL					\$ 65,812.00

PART G – URINAL BLOCK					
Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
Wave Urinal, 4 Oz. 10/box	FRS3WDS60CME	35	CASE	\$ 19.62	\$ 686.70
Screen with enzyme 12/pack	BWKPBS	30	CASE	\$ 26.64	\$ 799.20
Disposal Urinal Mats, Impact Products, Pack 10 per box	M-1525	20	CASE of 6 boxes	\$ 43.38	\$ 867.60
PART G – URINAL BLOCK					\$ 2,353.50

PART H – MOP HEADS & PADS					
Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
Golden Star Manufacture Mop Heads only – Cotton, 16 Oz. (with cotton ends)	GSRAWM7516	10	EACH	\$ 2.34	\$ 23.40
Golden Star Manufacture Mop Heads only – Cotton, 20 Oz. (with cotton ends)	GSRAWM7520	10	EACH	\$ 2.83	\$ 28.30
Golden Star Manufacture Mop Heads only – Cotton, 24 Oz. (with cotton ends)	GSRAWM7524	25	EACH	\$ 3.38	\$ 84.50
Golden Star Manufacture Mop Heads only – Cotton, 32 Oz. (with cotton ends)	GSRAWM7532	10	EACH	\$ 4.13	\$ 41.30
Americo Pads, Floor Maintenance, White 20"	AMF401220	5	CASE of 5	\$ 17.65	\$ 88.25
Americo Pads, Floor Maintenance, Red 24"	AMF404424	5	CASE of 5	\$ 25.56	\$ 127.80
Americo Pads, Floor Maintenance, White 24"	BWK4024WHI	5	CASE of 5	\$ 24.40	\$ 122.00
Americo Pads, Floor Maintenance, Hi Speed, Champagne 20"	AMF403620	5	CASE of 5	\$ 16.80	\$ 84.00
Rubbermaid Mop Heads – White (RM V118) Cut end wet mop - #24	GSRAEW7524	10	CASE of 12	\$ 3.03	\$ 363.60

PART H – MOP HEADS & PADS (continued)					
Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
Americo Pads, Floor Maintenance, Red 20"	AMF404420	5	CASE of 5	\$ 17.65	\$ 88.25
Americo Pads, Floor Maintenance, Brown 20"	AMF401820	5	CASE of 5	\$ 17.82	\$ 89.10
Americo Pads, Floor Maintenance, Black 16"	AMF400116	5	CASE of 5	\$ 11.79	\$ 58.95
Americo Pads, Floor Maintenance, Black 20"	AMF400120	5	CASE of 5	\$ 16.47	\$ 82.35
3M Pads, Soap Scouring Pads	MMM34738	5	CASE of 40	\$ 32.42	\$ 162.10
Pads, Scouring, Green Fine, ¾ x 6 1/4	BWK198	5	CASE	\$ 7.84	\$ 39.20
Pads, Scrub 'n' Strip, Utility, 4 1/2 x 10"	BWK403	5	CASE	\$ 19.61	\$ 98.05
Scotch-Brite Scrubbing Sponge- Med. Duty (3M) #74 – 6.1x3.6	BWK174	15	BOX of 20	\$ 16.19	\$ 242.85
PART H – MOP HEADS & PADS TOTAL					\$ 1,824.00

PART I – SOAPS					
Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
KC-Gentle Lotion Germ. Floral Fragrance Soap, Pink Re-fill, 500 ml., #92053	Discontinued	75	CASE of 18	\$ 0.00	\$ 0.00
KC-Gentle Lotion Germ. Floral Fragrance Soap, Pink Re-fill, 1000 ml., #91556	KCC91556	75	CASE of 18	\$ 93.93	\$ 7,044.75
Hillyard Cucumber-Melon Premium Foaming Hand Soap, Affinity- HIL0039803 or #334552	DEBAZU1L	(4) 1250 ml	CASE	\$ 33.09	\$ 132.35
Dispenser & install @ no cost to County <i>**Dispensers are provided at no additional cost and install is \$5.00**</i>	DEBWHB1LDS				0.00
Antibacterial Lotion Hand Soap, Health Guard, Pump, 7.5oz	CPC26913	75	CASE of 12	\$ 17.77	\$ 1,332.75
Liquid Dial-Gold Antibacterial Hand Soap, Pump, 7.5oz #111782	CPC26913	135	CASE OF 12	\$ 17.77	\$ 2,398.95

PART I – SOAPS (continued)					
Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
Liquid Antiseptic/Antibacterial Lotion Soap - GoJo 1gallon #113894	NYCNL59104CT	50	CASE OF 4	\$ 34.36	\$ 1,718.00
Instant Hand Sanitizer- antimicrobial 12 oz	GOJ365912CT	75	CASE OF 12	\$ 56.21	\$ 4,215.75
PART I – MOP HEADS & PADS TOTAL					\$ 16,842.55

PART J - TOILET & FACIAL TISSUES					
Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
GP 101-01 2ply S-Fold Interfold 4x5 Tissue 60 #10101 (NO SUBSTITUTIONS)	GPC10101	50	CASE of 400	\$ 91.67	\$4,583.50
Must be NPS Corporation Toilet Tissue-1 ply, 1000 sheets/roll (4) 4.3" x 3.75"	NPS11375	100	CASE of 96	\$ 47.78	\$ 4,778.00
Must be NPS Corporation Toilet Tissue, 2 ply - 500 sheets/roll (4) 4.3" x 3.75"	NPS12325	150	CASE of 96	\$ 33.33	\$ 4,999.50
Toilet Tissue, 2 ply-605 sheets/roll "KC 04460"	KSP5780	65	CASE of 80	\$ 47.67	\$ 3,098.55
Toilet Tissue, 2 Ply-BEDFORD 4.1X3.5 - 500 sheets/roll, 96 per case - #BF-SBT501 - (Adult Correction) "NO SUBSTITUTION"	NPS12325	700	CASE of 96	\$ 35.56	\$ 24,892.00
Must be NPS Corporation 2 Ply JRT, Jr. Tissue 9", Jumbo roll 4"x1000 Ft. 12 roll/Case	WHD19920	250	CASE of 12	\$ 24.44	\$ 6,110.00
Must be NPS Corporation 2 Ply JRT, Sr. Tissue 12", Jumbo roll, 3.75 x 2000 Ft/roll	NPS12620	120	CASE of 6	\$ 32.22	\$ 3,866.40
Baywest Part # DS6100 facial, White, 2ply, 100 sheets/box	BWK6500B	30	CASE of 30	\$ 16.98	\$ 509.40
PART J – TOILET & FACIAL TISSUES TOTAL					\$ 52,837.35

PART K - TOWELS – HAND & ROLL TOWEL					
Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
NPS Corporation Hand Towel, C-fold, White, 150 towels	BWK6220	150	CASE of 16	\$ 18.12	\$ 2,718.00
NPS Corporation Multi-fold Hand Towel, White, 250 towels	WHD21280	500	CASE of 16	\$ 22.10	\$ 11,050.00
NPS Corporation Roll Towels, White, 500 Ft.	Not Available	375	CASE of 12	\$	\$
"Scott" Roll Towels, White, 1000 Ft.	KSP1261	265	CASE of 12	\$ 51.26	\$ 13,583.90
NPS Corporation Natural Roll Towel, 800 Ft.	WHD30700	65	CASE of 6	\$ 23.83	\$ 1,548.95
Bleached Roll Towel, 800 Ft	WHD30380	95	CASE of 6	\$ 29.14	\$ 2,768.30
NPS Corporation Perforated Kitchen Roll Towels – White 2 ply 100 sheet	KSP1656	600	CASE of 30	\$ 26.81	\$ 16,087.06
Luncheon Napkin – 1/4 fold, 12x12 1ply 12	KSP7401	50	CASE of 500	\$ 4.40	\$ 220.17
Dinner Napkin – 1/8 fold, 15x17 2 ply 12	WHD41528	50	CASE OF 500	\$ 7.04	\$ 351.83
GP-Coreless - Roll Towels, White 1000' (GP Dispenser)	KSP1281	90	CASE of 6	\$ 43.43	\$ 3,908.70
GP-Coreless - Roll Towels, Brown 1000' (GP Dispenser)	KSP1281	90	CASE of 6	\$ 43.43	\$ 3,908.70
Center-Pull, Roll Towels, White 2 ply 500 sheet/roll	WHD25002	75	CASE of 4	\$ 15.19	\$ 1,139.58
Heavy Wipes, WypAll – L40, all-pur. 9bx (Absorb Liq. Oil. Grease)	WHD50900	25	CASE of 100	\$ 34.79	\$ 869.85
Towel – WypALL – X60 Absorbing Wipe – 10 box	34790	35	CASE of 126	\$ 90.57	\$ 3,169.95
PART K – TOWELS – HAND & ROLL TOWEL TOTAL					\$ 61,324.99

PART L - MISC ITEMS					
Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
Earplug – Orange Foam Soft Earplug, NRR29, 200pr/Box	MMM1100	5	CASE of 10	\$ 32.16	\$ 160.80
Dusting Wand, Telescoping Handle 30"	BWK638	20	EACH	\$ 8.28	\$ 165.60
Dart Style Setter Med. 5 7/8" Plastic spoons, White	CLNAH005T	10	CASE of 1000	\$ 8.77	\$ 87.70
Dart Style Setter Med. Plastic "Soup spoons", White	CLNSP323MPW	10	CASE of 1000	\$ 9.39	\$ 93.90
Dart Style Setter Med. 6.25" Plastic folks, White	CLNAH001	10	CASE of 1000	\$ 8.77	\$ 87.70
Plastic "Knife", Med. White	CLNK323	10	CASE of 1000	\$ 8.77	\$ 87.70
Cold Cup – Translucent Plastic, 5oz. Size, 2.5/Case	BWKTRANSCU P5CT	10	CASE	\$ 52.64	\$ 526.40
Cold Cup - White Paper Water Cups, 4 oz. Size	BWKWHT4HC UP	10	CASE of 5000	\$ 15.56	\$ 155.55
Glad "Fresh Scent" Carpet Room Refresher	CDC332001153 6EA	10	EACH	\$ 3.97	\$ 39.70
9" Paper Plate	WHD10021	10	CASE of 1000	\$ 34.97	\$ 349.70
Styrofoam Cup 6oz 6J6	DCC6J6	10	CASE of 1000	\$ 33.09	\$ 330.90
Styrofoam Cup 8oz 8J8	DCC8J8	10	CASE of 1000	\$ 40.43	\$ 404.30
Styrofoam Cup 10oz 10J10	DCC10J10	10	CASE of 1000	\$ 52.12	\$ 521.20
Styrofoam Cup 12oz 12J12	DCC12J12	10	CASE of 1000	\$ 60.38	\$ 603.80
Foam Plate 10.25" 3 Comp	DCC10CPWCR	10	CASE of 500	\$ 64.23	\$ 642.30
Lam. Foam Plate 10.25"	DCC10PWQR	10	CASE of 500	\$ 80.57	\$ 805.70
Lam. Foam Plate 10.25"	DCC10PHQR	10	CASE of 500	\$ 85.87	\$ 858.70
Foam Bowl 12oz 12SJ20	DCC12SJ20	10	CASE of 500	\$ 52.82	\$ 528.20
HOSPECO Maxi thins Pads Folded MT-4	HOSMT4	10	CASE of 250	\$ 37.90	\$ 379.00
Sanitary Napkin "Maxi Pads" Vending Unit	HOS250IM	10	CASE of 250	\$ 23.36	\$ 233.60
Tampon "Tampax" Vending Unit	HOST500	10	CASE of 500	\$ 72.96	\$ 729.60
Wax Sanitary Paper Liner Wall Receptacle - 7.25x3.5x10.25"	HOS260	10	CASE of 500	\$ 17.53	\$ 175.30
Wax Sanitary Paper Liner Floor Receptacle	HOS6141	10	CASE of 500	\$ 18.15	\$ 363.00

PART L - MISC ITEMS (continued)

Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost
Personal Sanitary Disposal Bags (#RM98) 8x3x2	HOS260	10	CASE of 500	\$ 17.53	\$ 175.30
Bottle with trigger spray head	BWK09229EA	20	CASE	\$.59	\$ 11.80
Dust Pans (12 1/4 Lx8 1/4 Wx2 5/8 D)	IMP4212	30	CASE of 12	\$ 54.48	\$ 1,634.40
ARCTIC Relief Triple Ice Melt - 50# - 50/skid	CNV445071SK	500	BAG	\$ 480.93	\$ 4,907.45
KC-Gray Roll-Towel & Napkin Dispenser #9765	GPC54338	10	EACH	\$ 37.28	\$ 372.80
JRT Toilet Tissue Dispenser Smoke/Grey #9612	BWK1519	10	EACH	\$ 25.38	\$ 253.80
KC-Counter Mount Soap Dispenser - #91943	KCC47604	10	EACH	\$ 48.89	\$ 488.90
Warehouse Broom, Heavy Duty 42" with 1 1/8 diameter Handle	RCP637500GY	20	EACH	\$ 16.97	\$ 339.40
Rags, Cotton, 50lb. bag	WHD5WK50	4	BAG	\$ 71.43	\$ 285.72
Spill Control, "Oil Dri" Brand, 50#	OIL105040G60	50	BAG	\$ 9.13	\$ 456.50
Absorbent, "So Dri" Cat Litter, 50#	N/A	250	BAG	\$	\$
Clorox Disinfecting Wipes - Fresh Scent 75 sheets #15949	CLO15949CT	150	CASE of 6	\$ 31.61	\$ 4,741.50
Industrial Strength Herbicide "Weed Killer" 5gal Pail	ATH3635G	5	EACH	\$ 165.82	\$ 829.10
PART L - MISC ITEMS TOTAL					\$ 22,827.02

PART M - TRASH CAN LINERS

Description	Part Number & Sizes	Est. Qty.	UOM	Unit Cost	Extended Cost	Green Products Cost
24 X 32 BLACK, 16 GAL, HEAVY DUTY, GAUGE .70, 500 PER CS	WHDCXB32H	25	CASE	\$ 24.17	\$ 604.25	\$
38 x 58 BLACK, 60 GAL, HEAVY DUTY, GAUGE 1.50, 100 PER CS	WHD TGG58XH	50	CASE	\$ 28.33	\$ 1,416.50	\$
38 X 65 CLEAR, 60 GAL, HEAVY DUTY, GAUGE 1.50, 50 PER CS	WHDPXC58XXH	100	CASE	\$ 19.50	\$ 1,950.00	\$
45 X 52 BLACK, 55 GAL, HIGH DENSITY, GAUGE .90, 100 PER CS	WHD TGG50	10	CASE	\$ 25.22	\$ 252.20	\$
PART M - TRASH CAN LINERS TOTAL					\$ 4,222.95	

PART A – AIR FRESHENERS TOTAL	\$	5,275.47
PART B – GENERAL CLEANERS & REMOVERS TOTAL	\$	22,878.55
PART C – FLOOR STRIPPER, NEUTRALIZER, REMOVAL & WAX TOTAL	\$	3,708.20
PART D – BLEACH – LINEN DETERGENT TOTAL	\$	5,197.50
PART E – INSECTICIDE TOTAL	\$	1,961.20
PART F – GLOVES TOTAL	\$	65,812.00
PART G – URINAL BLOCK TOTAL	\$	2,353.50
PART H – MOP HEADS & PADS TOTAL	\$	1,824.00
PART I – SOAPS TOTAL	\$	16,842.55
PART J – TOILET & FACIAL TISSUES TOTAL	\$	52,837.35
PART K – TOWELS – HAND & ROLL TOWELS TOTAL	\$	61,324.99
PART L – MISCELLANEOUS ITEMS TOTAL	\$	22,827.02
PART M – MISCELLANEOUS ITEMS TOTAL	\$	4,222.98
BID TOTAL		\$ 267,065.28

MINIMUM ORDER

WE WILL NOT CONSIDER A VENDOR WHO REQUIRES A MINIMUM ORDER FOR DELIVERY.

FIRM PRICING

Kane County will not pay for any price increase of any item after the contract is awarded. All contracted pricing shall be firm for the duration of the initial two-year contract period.

The maximum percentage of increase for the first renewal (year three) is 8 %
(based upon the initial two years)

The maximum percentage of increase for the second renewal (year four) is 8 %
(based upon the third year)

The maximum percentage of increase for the third renewal (year five) is 8 %
(based upon the fourth year)

** Please refer to the next page for Firm Pricing information. **

PART M – CATALOG DISCOUNT

The County of Kane is also seeking a percent discount from manufacturer's list price for all other janitorial related items that the County may purchasing throughout the contract term. Bidder shall enter the discount from the manufacturer's list price in the space provided below. This discount shall be applied to all items and parts other than those listed included in this bid document.

Our catalog manufacturer's list price discount percentage is 30 %.

Please list any exceptions or variations in catalog discounts below:

PART A – AIR FRESHENERS TOTAL	\$	5,275.47
PART B – GENERAL CLEANERS & REMOVERS TOTAL	\$	22,878.55
PART C – FLOOR SPRIPPER, NEUTRALIZER, REMOVAL & WAX TOTAL	\$	3,708.20
PART D – BLEACH – LINEN DETERGENT TOTAL	\$	5,197.50
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(based upon the third year)

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(based upon the fourth year)

PART M – CATALOG DISCOUNT

The County of Kane is also seeking a percent discount from manufacturer's list price for all other janitorial related items that the County may purchasing throughout the contract term. Bidder shall enter the discount from the manufacturer's list price in the space provided below. This discount shall be applied to all items and parts other than those listed included in this bid document.

Our catalog manufacturer's list price discount percentage is 30 %.

Please list any exceptions or variations in catalog discounts below:



Firm Pricing

Warehouse Direct agrees to hold pricing for the first 2 years, with the exception of items that incur documented manufacturer price increases.

Uncertain Supply Chain and freight costs have led to potentially unstable commitments from manufacturers in regards to delivered goods.

Warehouse Direct can commit to only raising impacted items (if any), and will only recoup the documented manufacturer price increase percentage.

Warehouse Direct will provide 30 day notice, and manufacturer documentation of any price increase for prior approval.

Warehouse Direct will also commit to pass along any price decreases from manufacturers, should they occur.

Warehouse Direct will also seek cost avoidance alternates that meet with your approval, should you determine advisable or necessary.

E. Intergovernmental Pricing:

This OPTIONAL PARTICIPATION PROGRAM would be for the use of ANY TAXING BODY in Kane County who should chose to be a part of this program wherever their location.

Will you offer the same pricing to other Kane County municipalities?

YES

NO (Circle One)

NOTE: The County of Kane will not be involved in purchasing of services by any other intergovernmental unit (taxing body). The invoicing and payments would be entirely between the other intergovernmental units and the accepted Vendor. If the County of Kane accepts this bid, the procedure to handle joint purchases would be developed by the County of Kane and the awarded Vendor and then distributed to the other intergovernmental units by the Kane County Purchasing Department.

Signature *Rick Schackle* Typed Signature Rick Schackle

Company Warehouse Direct, Inc.

Address 2001 S. Mount Prospect Road, Des Plaines, IL 60018

Phone# 847-631-7428 Fax# 847-956-5815

Federal I.D./Social Security# 36-3036801 Date 3/11/2022

JOINT PURCHASING AGREEMENT

The Governmental Joint Purchasing Act, 30 ILCS 525, authorizes certain local government units to purchase personal property and supplies jointly.

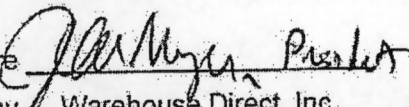
Government units are defined as follows. "For the purposes of this Act, "government unit" means State of Illinois, any public authority which has the power to tax, or any other public entity created by statute," 30 ILCS 525/1.

The Act further states (a) "Any governmental unit may purchase personal property, supplies and services jointly with one or more other governmental units. All such joint purchases shall be competitive bids a provided in Section 4 of this Act," 30 ILCS 525/2.

Any authorized local unit of government that may participate in this contract shall be responsible for issuing purchase orders direct to vendor, processing invoice vouchers and making payments due the vendor. Cash on delivery terms without the consent of the local governmental unit is prohibited.

By submitting a bid, the awarded vendor agrees to extend all terms and conditions, specified and the quoted prices or discounts for the item(s) listed in this contract to all authorized local governmental units and qualified workshops.

By signing this Bid, the Offeror hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. This is a two (2) year contract with mutual option for three (3) one-year renewals if agreed upon by both parties. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE MUST SIGN THIS SECTION.**

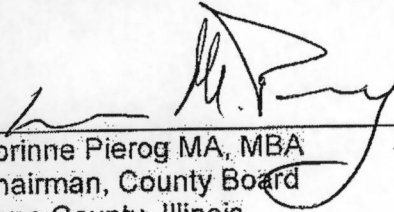
Signature  Typed Signature John Moyer
Company Warehouse Direct, Inc.
Address/City/State 2001 S. Mount Prospect Road, Des Plaines, IL 60018
Phone # (847) 631-7108 Email johnmoyer@warehousedirect.com
Federal I.D./Social Security # 36-3036801 Date 3/11/22

ACCEPTANCE

The Offer is hereby accepted for the described JANITORIAL SUPPLIES.

The Vendor is bound to provide the services and materials listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specifications, amendments, and the vendor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number **22-018**. The Vendor has been cautioned not to commence any billable work or to provide any supplies or services until said vendor receives a purchase order and or notice to proceed.


Corinne Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

3/9/2023
Date

**INSTRUCTIONS TO BIDDERS
COUNTY OF KANE
COMPETITIVE SELECTION PROCEDURE - BID
TERMS AND CONDITIONS**

1. **AUTHORITY.** This Invitation for Bid is issued pursuant to applicable provisions of the Kane County Purchasing Ordinance.
2. **BID OPENING.** Sealed bids will be received at the Kane County Purchasing Department until the date and time specified at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the County of Kane Purchasing Department. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The County of Kane reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, the County one hundred twenty (120) days to accept. The County may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.

Kane County reserves the right to compare pricing submitted to any and all known national joint purchasing cooperatives in order to obtain the lowest pricing available in the current market place for this contract award. The list of joint purchasing cooperatives is not all inclusive and may include other joint purchasing cooperatives Kane County is not currently aware of at the present time. Kane County reserves the right to award a contract to the lowest responsive, responsible vendor for said product or service after reviewing all joint purchasing cooperative pricing available for Kane County to participate in their program.

GSA Schedule 13 (General Services Administration)
State of Illinois Central Management Services (CMS)
Omnia Partners (formerly US Communities & National IPA)
National Joint Purchasing Alliance (NJPA)

7. **INCURRED COSTS.** The County will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.
8. **AWARD.** It is the intent of the County to award a contract to the lowest responsive responsible bidder meeting specifications. The County reserves the right to determine the lowest responsive responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. The Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.
9. **PAYMENT.** The County of Kane requests all payments being made to vendors be done as direct deposits through an Automated Clearing House (ACH). All vendors being awarded a contract shall complete an authorization agreement form prior to award. The ACH form and information on this program can be located on the County's Web site under Vendor Information on the Finance Department page.
10. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
11. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
12. **TAXES.** Kane County is not subject to Federal Excise Tax. Per certification provided by the State of Illinois Department of Revenue, Kane County is exempt from state and local taxes.
13. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.
14. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
15. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

16. **VARIANCES.** State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.

17. **INDEMNIFICATION.** The Vendor shall indemnify and hold harmless the County, its agents, officials, and employees, from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of granting the Contract.

Vendor agrees to save, hold harmless, defend and indemnify the County of Kane and its Officers, Agents, and Employees, from any and all liability or loss incurred by the County of Kane resulting from Vendor's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Vendor's performance of this contract and Vendor's violation of any of the terms and conditions of this Agreement, and from the Vendor's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Vendor's performance thereunder.

18. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Vendor, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Vendor with any or all losses incurred.

19. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Vendor's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Vendor promptly after rejection.

20. **WARRANTY.** Vendor warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Vendor warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Vendor or require correction or replacement of the item at the time the defect is discovered, all at the Vendor's risk and expense. Acceptance shall not relieve the Vendor of its responsibility.

Vendor expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the County, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Vendor agrees that these warranties shall run to Kane County, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

21. **REGULATORY COMPLIANCE.** Vendor represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Vendor shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.

- 22. EQUAL EMPLOYMENT OPPORTUNITY.** The equal employment opportunity clause required by the Illinois Human Rights Act is hereby incorporated by reference in all contract made by the County of Kane and in all bid specifications therefore furnished by the County to all Vendors, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, pregnancy, or any other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment. We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, military status, sexual orientation, pregnancy or unfavorable discharge from military service. (Ordinance No. Res. No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; Res. No. 05-303, 9-23-05). State law references—Illinois Human Rights Act, 775ILCS 5/1-101 et seq.

23. PREVAILING WAGE RATES (if applicable)

WHEREAS, it is the policy of the State of Illinois as declared in "An ACT regulating wages of laborers, mechanics and other workman employed in any public works by the State, County, City or any political subdivision or by any work under construction for public works" approved June 26, 1941, that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in a locality in which work is performed, shall be paid to all laborers, workmen and mechanics employed by and on behalf of any and all public body engaged in public works, exclusive of maintenance work. Responsive Bidders must include with their bid a separate sheet showing trades to be employed and wage rates to be paid.

The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website <http://www.state.il.us/agency/idol/>. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Rooms 211, 212, 214, Geneva, IL 60134.

The Employment of Public Workers on Public Works Act is active and requires the employment of 90% of the employees on this project be Illinois residents 30 ILCS570/3.

Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. State Statutes regarding Prevailing Wage and the current wage rates are available online at www.state.il.us/agency/idol/rates/rates. The Prevailing Wage rate applies to the other participating Counties where the work is to be performed. You must retain payroll records for 5 years and make those records available for inspection by the County or the Illinois Department of Labor. You must submit monthly certification of payroll records.

A determination by the Illinois Department of Labor of debarment for violation of the Prevailing Wage Act shall result in the Contractor being automatically deemed non-responsible for the period of debarment without further proceedings by the County.

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus the amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and recordkeeping duties.

Effective September 1, 2020, the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (830 ILCS/130/1). All contractors and subcontractors completing work for Kane County pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal. In order to receive payment for work conducted for Kane County, contractors must provide the e-mail certification received from their IDOL submittal and any subcontractors working on the project with each of their pay requests.

CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Effective August 10, 2005 contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

24. **ROYALTIES AND PATENTS.** Vendor shall pay all royalties and license fees. Vendor shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the County harmless from loss on account thereof.
25. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois.
26. **ELIGIBILITY.** By signing this bid, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

DEBARMENT AND SUSPENSION. No contract may be awarded to parties listed on the federal governments Excluded Parties List System in the System for Award Management (SAM), on the

State of Illinois' list of sanctioned persons maintained by the Agency's Office of Inspector General, or on the County's own list of parties suspended or debarred from doing business with the County.

Debarment is the process of determining that a contractor is ineligible to receive contract awards based upon a preponderance of evidence, usually a conviction. Debarment is usually three (3) years in length. The name of the debarred contractor may be published as ineligible on the System for Award Management (SAM), which is a website administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

Suspension is the process of determining that a contractor is ineligible to receive contract awards based upon adequate evidence, usually an indictment. Suspension is a temporary measure having a 12-month limit. It is usually used pending completion of an investigation or legal proceedings. The name of the suspended contractor will be published as ineligible on the System for Award Management (SAM), which is a website administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

27. CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

- a) The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.
- b) Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Or - Combined Single Limit	\$1,000,000

- i) Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.
- c) Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:

Each Person for Bodily Injury	\$1,000,000
Each Occurrence for Bodily Injury	\$1,000,000
Each Occurrence for Property Damage	\$1,000,000
Or - Combined Single Limit	\$1,000,000

- d) Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.
- e) Umbrella Liability:
- | | |
|------------------|-------------|
| Aggregate Limits | \$2,000,000 |
|------------------|-------------|

Vendor to furnish a copy of the Endorsement showing Kane County, as an additional named insured on the General Liability, Auto, and Excess policies.

The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

28. CONTRACTOR DISCLOSURE

- A. Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit. Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.
- B. All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:
- (a) Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;
 - (b) Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.
 - (c) Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees

hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.

- (d) A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.
- C. All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.
- D. Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.
- E. Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, County Board approval or other County action in behalf of the applicant failing to comply voidable at the option of the County Board or other County agency involved upon the recommendation of the County Board Chairman or the majority of the County Board.

29. COMMUNICATION DURING THE PROCUREMENT PROCESS

In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the solicitation process. Therefore, from the issue date of any solicitation until the due date of the solicitation, all request for clarification or additional information regarding the solicitation, or contact with County personnel concerning this solicitation or the evaluation process must only be through the Purchasing Department staff. Inquiries will be collected by the Purchasing Department staff who will then submit the inquiries to the Department Head responsible for the procurement. Responses by the Department Head to the inquiries will be submitted to the Purchasing Department staff who will then distribute the responses to all vendors responding to the solicitation. In this way it will be assured that all vendors participating in the process will be receiving the same information. No contact regarding this solicitation with other County employees, agents of the County or elected officials is permitted unless expressly authorized by the Purchasing Director. A violation of this provision is cause for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

30. ILLINOIS NON-APPROPRIATION CLAUSE:

A forfeit clause is provided pursuant to the Illinois Non-Appropriation Clause of funds for government entities that if funds or budgets are not approved, service may be cancelled. No early cancellation penalties will be assessed, but the customer must be given 30-day notice of intent to cancel.

31. TERMINATION FOR CAUSE:

This Contract may be terminated by the County at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Contract is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Contract shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this Contract is terminated due to the County's substantial failure to perform, the Contractor shall be paid for labor and expenses incurred to date, subject to setoff for any damages, losses or claims against the County resulting from or relating to Contractor's performance or failure to perform under this agreement.

In the event of termination by the County upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Contractor for services rendered through such phase shall constitute total payment for services. In the event of such termination by the County during any phase of the Basic Services, the Contractor will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase.

In the event of any such termination, the Contractor also will be reimbursed for the charges of independent professional associates and contractors employed by the Contractor to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute. Reimbursable expenses mean the actual expenses incurred by the Contractor or the Contractor's independent professional associates or contractors, directly or indirectly in connection with the Project.

32. LITIGATION:

Vendors are required to disclose if they have been a party to any lawsuits or arbitration proceedings involving their services within the last five years. Provide status or outcome of any such proceedings disclosed.

33. HOLIDAY SCHEDULE:

Kane County is closed for business on the following holidays: New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Spring Holiday (April 15, 2022), Memorial Day, Juneteenth (June 20, 2022) Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day Following Thanksgiving Day and Christmas Day.

34. COMPLAINT AND DISPUTE RESOLUTIONS:

The vendor and/or his supervision shall meet with County staff as needed to discuss any problems, complaints, needs, service adjustments, and/or mutual areas of concern.

The Vendor shall faithfully perform all work as set forth in these specifications for Kane County. If the Vendor fails to faithfully execute their work in accordance with the contract and/or a dispute arises as to the quality and/or quantity of work completed, Kane County reserves the right to withhold authorization for payment of completed work until such time that performance has been improved upon, or the dispute resolved. In instances where a dispute cannot be resolved by the Vendor and the Facilities Manager or other appointed designate, the dispute may be resolved by the Kane County Director of Purchasing.

35. BID DEPOSIT - (Not Applicable to Bid 22-018)

All bids must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than Five Thousand Dollars (\$5,000.00) or five (5%) percent of the amount of the Bid, or according to the schedule as provided.

Accompanying this Bid is a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond, complying with the requirements of the specifications, made payable to the KANE COUNTY TREASURER.

In the event that one check, draft or bond is intended to cover two or more bids, the amount must be equal to the sum of the bid guarantees of the individual sections covered.

Bid Deposit for Electronic Submittal

Bid security in the form of a certified check or cashier's check payable to the KANE COUNTY TREASURER, or a satisfactory bid bond, in the amount of Five Percent (5%) of the total bid must be scanned and submitted with the E-Bid response. During the bid review process, the County may require a bidder to submit the original bid security to confirm authenticity.

36. EXECUTION OF A PERFORMANCE BOND, PAYMENT BOND & LABOR AND MATERIALS BOND - (Not Applicable to Bid 22-018)

When noted in the specifications, the County reserves the right to require the successful bidder to supply a Performance Bond, Payment Bond and a Labor and Materials Bond within ten (10) calendar days of acceptance of the Vendor's bid by the County. The bonds, unless otherwise specified by the Director of Purchasing, shall be 100% of the total contract price.

37. FAILURE TO FURNISH BOND - (Not Applicable to Bid 22-018)

In the event that the Vendor fails to furnish the abovementioned bonds within ten (10) calendar days after acceptance of the bid by the County, then the bid deposit of the bidder shall be retained by the County as liquidated damages, it being now agreed that said sum is a fair estimate of the amount of damages that said County will sustain due to the Bidder's failure to furnish said bonds.

38. PROPRIETARY INFORMATION - (If Applicable)

Under the Illinois Freedom of Information Act, all records in the possession of Kane County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exception is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The County will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

39. SECURITY (GENERAL): - (If Applicable)

A portion of the work will be performed within secured areas.

- A. If requested, the Contractor shall submit to a Criminal History and Background Check for all their employees and subcontractor employees who may be working at the job-site for security reasons.
- B. The Contractor will provide the County with a complete list of all persons employed that might work at the specified securing buildings. Only those persons will be allowed to work within the secured areas. All personnel authorized to work within secured areas may be subject to fingerprinting, a criminal security check performed by the County, and/or Criminal Justice Level 4 Security Training and Certification. The County may issue temporary identification cards, which will be kept by County's security personnel and issued and collected on a daily basis.
- C. The County will require the Contractor to remove any worker who has been convicted of a felony, who is a family member of an inmate, or who violates any provision of this bid.
- D. Work being performed within certain areas may require an escort provided by the County. These areas shall not be entered into without a County escort. Work within these areas may be restricted to spaces that need to be observed by the County's escort.
- E. All tools and equipment taken into a secured area shall be listed in a manifest with copies provided to County's security personnel. All tools and equipment shall be accounted for at the close of each day. All changes to the inventory shall be addressed by changing the manifest. The Contractor is responsible for proper storage of tools and equipment when in a secured area. Report all broken tools and equipment to the County's security personnel.

SECURITY (ADULT JUSTICE CENTER):

General.

- F. The Contractor and the County understand that adequate security services are necessary for the safety of the agents, employees and subcontractors of the Contractor, as well as for the security of Inmates and Facility staff. The County will provide security services sufficient to enable the Contractor and its personnel safely to provide services called for hereunder.

List of All Persons Names Employed on Project.

- G. The County and the Sheriff shall receive a list of the names of all the people that will be employed by the Contractor on this project. Aside from the names, the contractor shall also supply the individuals' sex, race, date of birth, and driver's license number and driver's license state.
- H. The County and the Sheriff shall reserve the right to run complete criminal background history checks on all people assigned to the project and who will be working inside of the Adult Justice Center. The criminal background history checks shall include, but not be limited to the following:
 - I. Check of wants and warrants in Illinois
 - J. Check of wants and warrant through the National Computer System (NCIC)
 - K. Check of Computerized Criminal History (CCH)
 - L. If requested to do so, all employees of the contractor and subcontractor assigned to this project shall be requested to submit to supplying a complete set of fingerprints if requested by the County or the Sheriff. **Employees of the Contractor and Subcontractor assigned to this project may be requested to submit to a drug test if requested by the County or the Sheriff.**
- M. The County or the Sheriff reserves the rights not to allow employees of the Contractor or any Subcontractor onto the premises should a criminal background check reveal a positive response.

Transportation Off-Site.

- N. County and Sheriff will provide security as necessary and appropriate in connection with the transportation of any Inmate between the Facility and any other location for off-site services as contemplated herein.

CRIMINAL BACKGROUND HISTORY CHECKS.

- O. Contractors acknowledges that the "Adult Justice Center" is located in the public building and subject to security procedures and that the Adult Justice Center or other Kane County facility security takes precedence over the rights of the Contractors or Licensee.
- P. The County will be running criminal background history checks on all personnel assigned to this contract that will be or could be working inside any of the Kane County government Buildings. The criminal background checks and all cost associated with the inquiries will be the sole responsibility of the County. Whenever a new employee is assigned to the County, a background check shall be run by the County before the employee may start work.
1. The criminal background history checks will include, but are not limited to the following:
 - a. Check of wants and warrants in Illinois.
 - b. Check of wants and warrants through the National Computer System (NCIC).
 - c. Check of Computerized Criminal History (CCH).
 2. If requested to do so, any employee of the Contractors assigned to this project will submit to be finger printed by the County.
 3. The County of Kane reserves the right not to allow personnel of the Contractors onto any County premises if a criminal background check reveals a positive response.
 4. At no time will the Contractors be able to employ personnel to work in any County building, without prior approval from Kane County.

**SCOPE OF WORK
For
JANITORIAL SUPPLIES**

I. OVERVIEW:

The County of Kane is accepting competitive sealed bids from experienced and authorized Vendors to furnish and delivery of janitorial supplies on an "as-needed" basis to various Kane County locations for Kane County Building Management Department.

II. INTENT OF SPECIFICATIONS:

The specifications listed below are not meant to exclude any particular manufacture or brand. The product, delivery and service shall be complete in all details, including all minor items and accessories or devices necessary for completion of sales and services per specifications and requirements. Reference to brand names and part numbers is descriptive, but not restrictive, unless otherwise specified. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item, services and product requirements as specified within this bid document. This is an all-inclusive bid.

III. APPROVED EQUAL:

If and wherever in the specifications reference is made to a brand name, catalog number, or use of a specific description as refer thereto, and etc., it is only for the purpose of establishing a grade and quality. Since Kane County does not wish to rule out other brands, an "approved equal" is acceptable if vendor has provided information for staff to verify the product is an equal. If "**NO SUBSTITUTION**" is stated, only the specified product will be acceptable. Kane County will be the sole judge as to acceptability of an "Approved Equal". Vendors shall provide sample of an approved equal or alternate products free of charge to the county upon request for determination of acceptability.

IV. GENERAL REQUIREMENTS:

Vendor shall maintain sufficient inventory on hand to cover the general needs of the County.

Delivery of orders for the enclosed list of items shall be made within two (2) days following the County's request or receipt of purchase order, provided the request is made prior to 12 p.m. *Due to limited storage capacity, all janitorial supply items will be ordered on an "as-needed" basis with no minimum orders.* There is absolutely no delivery after 3:30 p.m. to any location.

Kane County requires the selected Vendor(s) upon request to furnish an up-to-date product safety sheets (MSDS) and shall deliver at no charge samples of any or all products to Kane County.

Vendor shall include on the Offer to Contract form: their ordering part number, unit of measure if different than specified, quantities per case or box, indicate name of substituted product or "Approved Equal" and/or Green item as submitted on the bid. All cases must have printed details of the content.

All properly authorized purchases and services of the County of Kane will have evidence by the issuance of purchase orders. Please be advised that any invoice received by the County of Kane not referencing a purchase order number may not be accepted as a valid County obligation.

V. ENVIRONMENTALLY PREFERED PRODUCTS:

Environmentally preferable purchasing is helping the County deliver products and services to its facilities and residents in a sustainable manner that is the most efficient and cost effective. Kane County encourages the cooperation of its vendors in identifying and providing green products that are of equal or greater in value and higher level of function and performance, which is safer for human health and the environment.

A green product is identified as having the following characteristics: environmentally friendly, reduced toxicity, re-usability, energy efficiency, made with recycled content, biodegradability, and having an eco-responsible packaging. Vendor can reference products standard of approval as set forth by Green Seale, Eco Logo, and Environmental Protection Agency.

Kane County will evaluate and consider all available green products meeting the required standard quoted on this bid.

VI. PRICING:

Pricing shall be for the estimated quantities listed. If the Offeror's packaging quantities, and measurements differ from those listed, it shall be the Offeror's responsibility to convert their pricing to reflect those packaging quantities, unit of measure, and quantities requested on the County's bid items as required per specification. Vendors shall respond using only the County's Offer to Contract Form, completely filled out for items submitted.

Vendors are required to list or indicate all green products submitted on this bid.

Price per item shall be all-inclusive. No additional cost will be paid by the County, which includes but is not limited to administrative charges, fuel charges, freight or handling charges and any other costs associated with providing the product unless specified directly on the Offer to Contract Form.

Vendors shall make Kane County aware of all programs (e.g., manufacturer incentives, rebates, compatible or alternate supply items, etc.) that can be offered to the County for additional savings.

All damaged janitorial supplies received by Kane County are to be credited, exchanged or replaced upon their return or picked up by the Vendor. Kane County will not pay any restocking fees or freight charges for supplies that have been received damaged. Vendors shall provide adequate delivery/sales tickets and other documentation at the time of delivery. An authorized receiving person must sign all delivery/sales tickets.

Kane County will not pay for any price increase of any items after contract is awarded. Vendors shall submit their price per each item accordingly as all contracted pricing must be firm for the duration of the initial two-year contract period.

Upon renewal, the Vendor must notify the County or Building Management Department of any increase or decrease in cost of any items awarded and shall obtain approval before delivery or request removal of janitorial items.

Prices quoted are for inside delivery, F.O.B. destination to the following locations and other County locations as listed on purchase order at no charge. Kane County will not pay for fuel surcharges or any other charges after contract is awarded.

Kane County Government Center
719 S. Batavia Ave.
Geneva, IL 60134

Kane County Animal Control
4060 Keslinger Rd.
Geneva, IL 60134

Kane County Old Courthouse
100 S. Third Street
Geneva, IL 60134

Kane County Juvenile Justice Center
37W655 Rt. #38
St. Charles, IL 60175

Kane Division of Transportation
41W011 Burlington Rd.
St. Charles, IL 60175

Kane County Judicial Center
37W777 Illinois Route 38
St. Charles, IL 60175

Kane County Circuit Clerk/Branch Court
530 & 540 S. Randall Rd.
St. Charles, IL 60175

Kane County Health Department
1240 N. Highland Ave.
Aurora, IL 60506

Kane County Health Department
1750 Grandstand Place
Elgin, IL 60120

Kane County Court Services
1330 N. Highland Avenue
Aurora, IL 60506

Kane County Sheriff Department & Jail
37W755 Illinois Route 38
St. Charles, IL 60175

Kane County Multi-Use Facility
37W755 Illinois Route 38
St. Charles, IL 60175

VII. ESTIMATED QUANTITIES:

Estimated quantities within this bidding documents are intended to inform the Bidders of approximate annual requirements and are not a guarantee purchase volume. The County may purchase as little as zero percent (0%) of each item or exceed as much as one hundred percent (100%) of the forecasted or estimated quantities.

VIII. AWARD:

It is the intention of Kane County to make a single award to the lowest responsive and responsible bidder providing variety of janitorial items meeting specifications and contract requirements. Kane County reserves the right to make multiple awards or add additional products and service locations if it is in the best interest of the County to do so and to compare or accept pricing of all known cooperatives available to local government in Illinois.

It is recommended that Vendors quote the list and optional green products as available in their entirety. If Vendors do not quote on an item or cannot supply it, please write "**NO BID**" in the space provided. All spaces must be filled out.

Determination of the responsive and successful bidder will be based upon the selection and evaluation of comparable items selected from each bidder's response or at the discretion of the County.

XI. CONTRACT

A. Contract Terms:

This is a two (2) year contract commencing after contract execution date, with option to extend for three (3) additional one-year renewal periods, if mutually agreed upon by both parties. Kane County reserves the right to renegotiate the scope of work to meet its budgetary demands and add additional services. This contract is contingent on services and performance.

X. SUBMITTAL INSTRUCTIONS

A. Offer to Contract Form

Vendors are required to use the Offer to Contract Form (Pages 19 through 32) to submit a response. This form must be signed and the bond must be included along with required references. Submit a statement of Qualification and Experience of Account Manager providing or directly engaged in the performance of similar services.

B. Response

An original bid response, marked as "original", one paper copy and one (1) electronic copy on a CD or Flash Drive in PDF format shall be returned in a sealed package or envelope bearing the name and address of the respondent and be labeled "**22-018 Janitorial Supplies**". Your bid response may be mailed or hand delivered prior to the deadline of **March 31, 2022 at 3:30 p.m. CST** to:

County of Kane
Purchasing Department,
719 South Batavia Avenue Bldg. A Rooms 210, 212 or 214
Geneva, IL 60134
8:30 a.m.-4:30 p.m. CST, Monday-Friday

**BIDS MAY NOT BE SUBMITTED ELECTRONICALLY.
LATE BIDS CANNOT BE ACCEPTED!**

REFERENCES

JANITORIAL SUPPLIES For KANE COUNTY, Geneva, Illinois

List below businesses or other organizations for which you have provided comparable services within the last three years:

Offeror's Name: Warehouse Direct, Inc.

1. Organization: Downers Grove Grade School District 58
Address: 1860 63rd St.
City, State, Zip Code: Downers Grove, IL 60516
Telephone Number: 630-719-5859
Contact Person: Geoff Neustadt
Date of Project: _____

2. Organization: Consolidated Community District # 47
Address: 300 Commerce Drive
City, State, Zip Code: Crystal Lake, IL 60014
Telephone Number: (815) 788-5069
Contact Person: Mark Herron
Date of Project: _____

3. Organization: Community School District 218
Address: 10701 S. Kilpatrick Avenue
City, State, Zip Code: Oak Lawn, IL 60453
Telephone Number: 708-424-2000 Ext. 2551
Contact Person: Rodger Ford
Date of Project: _____

4. Organization: Schaumburg CCSD 54
Address: 524 E. Schaumburg Road
City, State, Zip Code: Schaumburg, IL 60194
Telephone Number: 847-354-5000
Contact Person: Julie Raio
Date of Project: _____



2001 S. Mount Prospect Rd.
Des Plaines, IL 60018
Phone: (800) 600-0065
Fax: (800) 600-0068
www.warehousedirect.com

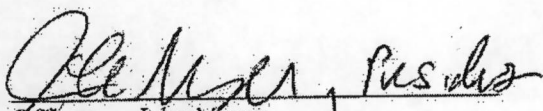
Contractor Disclosure

As of March 9, 2022, Warehouse Direct, Inc., to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any County Elected Official countywide within the last 12 month period.

Below is a list of shareholders or owners, with at least 5% holdings in Warehouse Direct, Inc.:

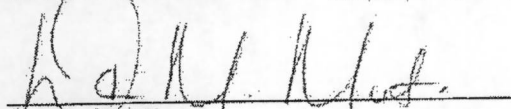
Kenneth Johnson..... 51%
2001 S. Mount Prospect Road
Des Plaines, IL 60018

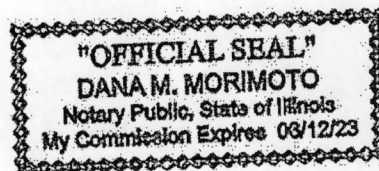
Kevin S. Johnson..... 49%
2001 S. Mount Prospect Road
Des Plaines, IL 60018


Officer John Moyer
Title President

March 11, 2022
Date

Subscribed and Sworn this 11th day of March, 2022


Notary Public



Office Supplies • Copiers, Printers & Technology • Janitorial, Industrial/MRO • Coffee Service & Breakroom
Food Service & Packaging • Furniture, Interiors & Design • Managed IT Services • Promotional & Print
School, Medical & Legal • Sustainable Products

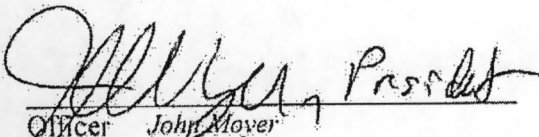


2001 S. Mount Prospect Rd.
Des Plaines, IL 60018
Phone: (800) 600-0065
Fax: (800) 600-0068
www.warehousedirect.com

Familial Relationship Disclosure

As of March 9, 2022, Warehouse Direct, Inc., to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12 month period. "Familial Relationship" is defined in Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institute, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than \$30,000. Fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

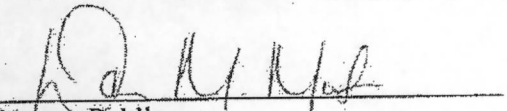


Officer John Moyer
Title President

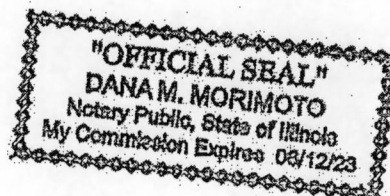
March 11, 2022

Date

Subscribed and Sworn this 11th day of March, 2022



Notary Public



Office Supplies • Copiers, Printers & Technology • Janitorial, Industrial/MRO • Coffee Service & Breakroom
Food Service & Packaging • Furniture, Interiors & Design • Managed IT Services • Promotional & Print
School, Medical & Legal • Sustainable Products



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Horton Group 10320 Orland Parkway Orland Park IL 60467		CONTACT NAME: Service Team PHONE (A/C No, Ext): 708-845-3917 FAX (A/C No): 708-845-3001 E-MAIL ADDRESS: Certificates@thehortongroup.com	
INSURED Warehouse Direct, Inc. 2001 S. Mount Prospect Road Des Plaines IL 60018		INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide Insurance Company of Florida INSURER B: Nationwide Mutual Insurance INSURER C: Nationwide Mutual Fire Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 10948 23787 23779	

COVERAGES

CERTIFICATE NUMBER: 2068250833

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS, SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	MPA00000051652Y	9/28/2021	9/28/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY: <input checked="" type="checkbox"/> ANY AUTO. <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA 00000051663Y	9/28/2021	9/28/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS n	Y	Y	CMB00000051661Y	9/28/2021	9/28/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC00000063118Y	9/28/2021	9/28/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as additional insured with respects to the general liability on a primary and non-contributory basis and primary basis on the auto liability only when required by written contract. Umbrella follows form over the additional insureds on the general liability and auto liability. Waivers of subrogation applies to the general liability, auto liability and workers compensation in favor of the stated additional insureds only when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

County of Kane 719 S. Batavia Avenue Geneva IL 60134	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ENHANCEMENT PLUS ENDORSEMENT – ILLINOIS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is a summary of the additional coverages and Limits of Insurance provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page Number
Advertising Injury Redefined	Included	2
Blanket Additional Insured – Automatic Status When Required in Agreement With You	Included	2
Blanket Additional Insured – Broad Form Vendors	Included	3
Blanket Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You	Included	3
Blanket Additional Insured – Managers or Lessors of Premises	Included	4
Blanket Additional Insured – Permits	Included	5
"Borrowed Equipment" Property Damage Liability	Included	5
Damage to Premises Rented to You	\$500,000	6
Elevator Property Damage Liability	\$5,000 per occurrence/\$10,000 annual aggregate	6
Expected and Intended Injury	Included	6
Incidental Medical Malpractice Liability	Included	6
Insured Contract definition amended	Included	7
Knowledge and Notice of Occurrence or Offense	Included	7
Liberalization	Included	7
Medical Payments	\$15,000	8
Mental Anguish – Bodily Injury Redefined	Included	8
Mobile Equipment Redefined	Included	8
Newly Formed or Acquired Organizations	180 days	8
Non-Duplication of Benefits	Included	8
Non-Owned Aircraft	Included	8
Non-Owned Watercraft	Less than 51 feet	8
Personal Injury – Broad Form	Included	8
Supplementary Payments	\$5,000 bail bonds, \$500 per day expenses	9
Unintentional Failure to Disclose Hazards	Included	9
Voluntary Property Damage	\$25,000 per occurrence/\$50,000 annual aggregate	9
Waiver of Transfer of Rights of Recovery Against Others	Included	10

1. ADVERTISING INJURY REDEFINED

Paragraphs 14.d. and e. of **Section V – Definitions** are amended by the following:

Personal and advertising injury means injury including consequential "bodily injury" arising out of one or more of the following offenses:

- d. Oral, written, televised or videotaped publication in any manner of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral, written, televised or videotaped publication in any manner of material that violates a person's right to privacy;

Paragraphs b. and c. of **2. Exclusions under Coverage B – Personal and Advertising Injury Liability** are replaced by the following:

- b. "Personal and advertising injury" arising out of oral, written, televised or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- c. "Personal and advertising injury" arising out of oral, written, televised or videotaped publication of material whose first publication took place before the beginning of the policy period;

2. BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN AGREEMENT WITH YOU

A. Section II – Who Is An Insured is amended to include as an insured any person or organization for whom "you" are performing operations, only as specified under a written contract or agreement that requires that such person or organization be added as an additional insured on "your" policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by the acts or omissions of the "Named Insured" in the performance of the "Named Insured's" ongoing operations for the additional insured but only as specified under the written contract or agreement. A person's or organization's status as an insured under this endorsement ends the earlier of when "your" on-going operations for that insured are completed or when "you" no longer are contractually required to include such person or organization as an additional insured under "your" policy.

B. The insurance provided to an additional insured by this Blanket Additional Insured – Automatic Status When Required In Agreement With You coverage is limited as follows:

- 1. The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the "Named Insured" to which the additional insured is entitled to be indemnified by the "Named Insured" pursuant to the written contract or agreement referenced in Paragraph A. above and only for those sums that the additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the "Named Insured" for the claim of the third party.
- 2. The limits of insurance are those set forth in the policy and Declarations or those specified in the written contract, lease, sublease or agreement referenced in Paragraph A. above, whichever is less.

C. With respect to the insurance afforded to additional insured, the following exclusions are added:

2. Exclusions

- a. This insurance does not apply if the written contract or agreement referenced in Paragraph A. above was not executed by the "Named Insured" prior to the "occurrence" giving rise to the additional insured's potential liability.
- b. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.

D. Other Insurance

- 1. If specifically required by the written contract or agreement referenced in Paragraph A. above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract or agreement does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
- 2. Even if the requirements of paragraph D.1. are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

E. Definitions

Solely for purposes of the insurance afforded to an additional insured by this additional insured coverage:

"Named Insured" is defined as the entity to whom the insurance policy is issued as shown on the Declarations.

"You" or "your" means a "Named Insured" as defined above.

3. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) which or who is or are a vendor of "your products" with whom you agreed under a written contract or agreement to add as an additional insured to your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) "Bodily injury" or "property damage" arising out of the negligent acts or omissions, including but not limited to the failure to warn, of the vendor or its employees or anyone else acting on its behalf unless such "bodily injury" or "property damage" was caused in whole or in part by you or any person or organization acting on your behalf. However, this exclusion does not apply to:
 - a. The exceptions contained in Subparagraphs (4) or (6); or
 - b. Such inspections, adjustments, tests or servicing as the vendor has agreed with you to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (9) "Bodily injury" or "property damage" that occurs before the execution by all parties of the contract or agreement referred to above.
- b. The insurance provided to such additional insured vendor by this coverage is further limited as follows:
 - (1) The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury" or "property damage" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Broad Form Vendors coverage.
 - (2) The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced above, whichever is less.
- c. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. Other Insurance
 - (1) If specifically required by the written contract or agreement referenced above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If a written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
 - (2) Even if the requirements of paragraph d. (1) are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

4. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment pursuant to a written contract or agreement that requires that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this coverage ends the earlier of when their contract or agreement with you pertaining to such leased equipment ends or the end of the policy period.

B. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place or begins before the first effective date of the equipment lease or which takes place or begins after the equipment lease expires.

C. With respect to the insurance afforded to an additional insured, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal or advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.

D. The insurance provided to such lessor of leased equipment additional insured by this Blanket Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You coverage is further limited as follows:

1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You endorsement.
2. The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced in Section A. above, whichever is less.

E. Other Insurance

1. If specifically required by the written contract or agreement referenced in Paragraph A. above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of paragraph E.1. are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

5. BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

A. **SECTION II – Who Is An Insured** is amended to include as an insured any manager or lessor of premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you pursuant to a "written contract" that requires that such manager or lessor be added as an additional insured on your policy.

B. This insurance for such manager or lessor additional insured does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or for the additional insured.
3. Any "occurrence" giving rise to the additional insured's potential liability which begins before "the written contract" is executed by all parties to the "written contract".
4. Liability of an additional insured for "bodily injury", "property damage" and "personal and advertising injury" unless such "bodily injury", "property damage" and "personal and advertising injury" is caused, in whole or in part, by acts or omissions of the Named Insured or those acting on behalf of the Named Insured.
5. The additional insured's obligation to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.

C. The insurance provided to such manager and lessor additional insured by this Blanket Additional Insured – Managers Or Lessors Of Premises coverage is further limited as follows:

1. The manager or lessor insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Managers Or Lessors Of Premises coverage.
2. The limits of insurance are those set forth in the policy Declarations or those specified in the "written contract", whichever is less.

D. For the purpose of this coverage only, the term "written contract" means a written contract or agreement between you and the additional insured which specifies the terms and conditions governing your lease of the premises and which requires that such person or organization be added as an additional insured on your policy.

E. Other Insurance

1. If specifically required by the "written contract", any coverage provided by this additional insured coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of paragraph E.1. are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

6. BLANKET ADDITIONAL INSURED – PERMITS

A. Section II – Who Is An Insured is amended to include as an additional insured the federal government or any state or municipality or any political sub-division or governmental agency thereof, when you and such entity, subdivision or agency have agreed in writing in a contract or agreement that such entity, subdivision or agency be added as an additional insured on your policy, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you for on-going operations being performed by you or on your behalf for which the federal government or any state or municipality or any political subdivision or governmental agency thereof has issued a permit or authorization.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place before the effective date of the permit;
2. Any "occurrence" which takes place after the permit or authorization expires, or the end of the policy period, whichever occurs first;
3. "Bodily injury", "property damage" or "personal and advertising injury" arising out of on-going operations being performed for the federal government, or any state or municipality or any political subdivision or governmental agency;
4. "Bodily injury" or "property damage" included within the "products-completed operations hazard";
5. "Bodily injury", "property damage" or "personal and advertising injury" on account of which the additional insured is obligated to pay damages by reason of the additional insured's assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.

C. The insurance provided to such additional insured by this Blanket Additional Insured – Permit coverage is further limited as follows:

1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Permits coverage.
2. The limits of insurance are those set forth in the policy Declarations or in the written contract or agreement referenced in paragraph A. above or those specified in the permit or authorization referenced in paragraph A. above, whichever is less.

D. Other Insurance

1. If specifically required by the permit or authorization referenced in paragraph A. above or by the written contract or agreement referenced in paragraph A. above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the permit or authorization does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of paragraph D.1. are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

7. "BORROWED EQUIPMENT" PROPERTY DAMAGE LIABILITY

Paragraphs (3) and (4) of Exclusion J. of Section I – Coverage A do not apply to "property damage" to "borrowed equipment".

The limit of insurance for "borrowed equipment" coverage provided by this section 7. is \$5,000 for any one "occurrence" and \$10,000 annual aggregate and is subject to a \$250 deductible or the property damage deductible shown on the declarations, whichever is greater.

For purposes of this paragraph, "borrowed equipment" is equipment which is temporarily in your care, custody and control with the consent of the owner and does not include equipment that is leased to you under a lease agreement.

The annual aggregate limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless that policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the aggregate limit.

Any and all damages paid under the terms and conditions of this "Borrowed Equipment" Property Damage Liability coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.

The following is added to **Section IV, Condition 4. Other Insurance, paragraph b. Excess Insurance:**

This "borrowed equipment" insurance is excess over any other valid and collectible property insurance (including any deductible) whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis that would also apply to loss covered under this provision.

8. DAMAGE TO PREMISES RENTED TO YOU COVERAGE

a. The last paragraph of **Section I – Coverage A** (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to "property damage" to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**. This limit will apply to all damage proximately caused by the same event.

b. The first full paragraph immediately following exclusion j.(6) under **J. Damage to Property of 2. Exclusions** under **Coverage A** of **Section I** is deleted in its entirety.

c. Paragraph 6. under **Section III – Limits of Insurance** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, including the contents of such premises, while rented to you or temporarily occupied by you with permission of the owner.

d. The Damage to Premises Rented to You Limit in paragraph 6. of **Section III – Limits of Insurance** is the greater of \$500,000 or the amount shown in the Declarations for the Damage to Premises Rented to You Limit and is the most we will pay, subject to paragraph 5. of **Section III – Limits of Insurance**, under **Coverage A** for damages because of "property damage" to any one premises, including the contents of such premises while rented to you or temporarily occupied by you with permission of the owner.

9. ELEVATOR PROPERTY DAMAGE LIABILITY

Paragraph (6) of exclusion j. of **Section I – Coverage A** does not apply to the use of elevators.

The limit of insurance for Elevators Coverage provided by this section 9 is \$5,000 any one occurrence and \$10,000 annual aggregate and is subject to a \$250 deductible or the property damage deductible shown on the declarations, whichever is greater.

The aggregate limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless that policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the aggregate limit.

The following is added to **Section IV, Condition 4. Other Insurance, paragraph b. Excess Insurance:**

This Elevator property damage liability insurance is excess over any other valid and collectible property insurance (including any deductible) whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis that would also apply to loss covered under this provision.

10. EXPECTED OR INTENDED INJURY

Exclusion a. of **Section I – Coverage A** is replaced by the following:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

11. INCIDENTAL MEDICAL MALPRACTICE LIABILITY

a. Paragraph 2.a.(1)d. of **Section II – Who Is An Insured** does not apply to nurses, emergency medical technicians or paramedics employed by you arising out of his or her providing or failing to provide professional health care services, but only if such healthcare services are within the scope of their employment by you or are related to or arise out of the conduct of your business.

b. This coverage does not apply if you are engaged in the business or occupation of providing professional health care services.

12. INSURED CONTRACT

Paragraph 9. of **Section V – Definitions** is replaced by the following:

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises, or the contents thereof, while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

A. The requirement in **Section IV CONDITIONS, Paragraph 2.a. Duties in the Event of Occurrence, Offense, Claim or Suit** that you must see to it that we are notified of an "occurrence" or offense will not be considered breached unless the breach occurs after the "occurrence" or offense is known to:

- 1. You, or your spouse, if you are an individual;
- 2. You, an "executive officer", director, or stockholder, if you are a corporation;
- 3. A partner, member, or their spouses if you are a partnership or joint venture;
- 4. You, a member, or your managers, if you are a limited liability company;
- 5. You, or a trustee, if you are a trust;
- 6. An "employee" who is either designated by you to give such notice of an "occurrence" or offense (such as an insurance, loss control or risk manager or administrator) or a manager or supervisor responsible for the operation or oversight of a department, crew, business unit or division.

B. The requirement in **Section IV CONDITIONS, Paragraph 2.b. Duties in the Event of Occurrence, Offense, Claim or Suit** that you must see to it that we receive notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- 1. You, or your spouse, if you are an individual;
- 2. You, an "executive officer", director, or stockholder, if you are a corporation;
- 3. A partner, member, or their spouses if you are a partnership or joint venture;
- 4. You, a member, or your managers, if you are a limited liability company;
- 5. You, or a trustee, if you are a trust;
- 6. An "employee" who is either designated by you to give such notice of an "occurrence" or offense (such as an insurance, loss control or risk manager or administrator) or a manager or supervisor responsible for the operation or oversight of a department, crew, business unit or division.

C. Knowledge by any other "employee" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge unless and until such time as any person listed in A. or B. above would reasonably be expected to have obtained knowledge of such "occurrence", offense, claim or "suit" through the exercise of reasonable diligence.

14. LIBERALIZATION

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

15. MEDICAL PAYMENTS

If **Coverage C – Medical Payments Coverage** is not otherwise excluded from the Commercial General Liability Coverage Form, the Medical Expense Limit is changed, subject to all the terms of **Section III – Limits of Insurance**, to the greater of:

- a. \$15,000; or
- b. The Medical Expense limit shown in the declarations of the Commercial General Liability Coverage Form.

16. MENTAL ANGUISH – BODILY INJURY REDEFINED

The definition of "bodily injury" in **Section V – Definitions** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

17. MOBILE EQUIPMENT REDEFINED

Under **Section V – Definitions**, Item 12, Paragraph f.(1)(a), (b) and (c) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

18. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

- a. In paragraph 3.a. of **Section II – Who Is An Insured**, 90th day is changed to 180th day.
- b. This provision does not apply if coverage for newly formed or acquired organizations is excluded either by the provisions of the Commercial General Liability Coverage Form or by any applicable endorsement.

19. NON-DUPLICATION OF BENEFITS

No one will be entitled to receive duplicate payments for the same elements of loss under any of the coverages provided by the Commercial General Liability Coverage form, this endorsement, or any other applicable endorsement.

20. NON-OWNED AIRCRAFT

Exclusion g. of **Section I – Coverage A** does not apply to an aircraft provided:

- (a) It is hired, chartered or loaned with a paid crew;
- (b) It is not owned by an insured;
- (c) The pilot in command holds a currently effective license for the particular aircraft being flown, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial airline pilot; and
- (d) It is not being used by the insured to carry persons or property for a charge.

The following is added to **Section IV, Condition 4. Other Insurance**, paragraph b. **Excess Insurance**:

This Non-owned Aircraft insurance is excess over any other valid and collectible property insurance whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis that would also apply to loss covered under this provision.

21. NON-OWNED WATERCRAFT

Paragraph (2) of Exclusion g. of **Section I – Coverage A** is deleted and replaced with the following:

- (2) A watercraft you do not own that is:
 - a. Less than 51 feet long; and
 - b. Not being used by the insured to carry persons or property for a charge.

22. PERSONAL INJURY – BROAD FORM

- a. Paragraph 14.b. of **Section V – Definitions** is replaced by the following:

- b. Malicious prosecution or abuse of process;

- b. Definition 14 of **Section V – Definitions** is amended by the addition of the following:

- h. Wrongful discrimination or humiliation that results in injury to the feeling or reputation of a natural person, but only if such discrimination or humiliation is:

- (1) Not the result of acts or omissions of:

- (a) The insured;
- (b) Any executive officer, director, stockholder, partner or member of the insured; or
- (c) Anyone acting at the direction of anyone listed in (a) and (b) above done with the intent or the reasonable expectation that such acts or omissions will result in wrongful discrimination or humiliation to another person; and

- (2) Not directly or indirectly related to employment related practices; or the prospective employment or termination of employment or demotion of any person or person(s) by an insured.

- c. Paragraphs a. and b. above do not apply if **Coverage B Personal and Advertising Injury Liability** is excluded either by the provision of the Commercial General Liability Coverage form or by endorsement.

23. SUPPLEMENTARY PAYMENTS

Paragraphs b. and d. of Supplementary Payments – **Section I Coverage A and B** are replaced by the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "bodily injury" coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added under paragraph 6. of **Section IV – CONDITIONS**:

- d. Your failure to disclose all hazards existing as of the inception date of the policy shall not in itself prejudice the coverage otherwise afforded by this policy, provided such failure to disclose all hazards is not intentional.

25. VOLUNTARY PROPERTY DAMAGE

A. INSURING AGREEMENT

Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, we will pay, at your request, without regard to liability, for "property damage" to the property of others provided:

- 1. Such "property damage" occurs while such property is in your care, custody or control, or property of others over which you are, for any purpose, exercising physical control; and
- 2. Such "property damage" arises out of "your work" away from premises owned by, rented to, or occupied by you.

B. ADDITIONAL CONDITIONS

The insurance afforded by paragraph **A. INSURING AGREEMENT** of this endorsement is subject to the following additional terms and conditions:

- 1. Subject to a \$50,000 Annual Aggregate, the most we will pay for Voluntary Property Damage because of "property damage", to which the coverage provided by this Voluntary Property Damage coverage applies, arising out of any one "occurrence" is a \$25,000 "Occurrence" Limit regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

The "Occurrence" Limit is included within and is not in addition to the Each Occurrence Limit applicable to **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**.

- 2. The Annual Aggregate of this Voluntary Property Damage coverage is the most we will pay for all "property damage" to which the Voluntary Property Damage coverage provided by this endorsement applies.
- 3. The Annual Aggregate applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Annual Aggregate.
- 4. Any and all damages paid under the terms and conditions of this Voluntary Property Damage coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.
- 5. Our obligation under this endorsement to pay damages on your behalf applies only to the amount of damages in excess of \$500. The deductible amount applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".
 - a. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any "suits" seeking those damages; and
 - (2) Your duties in the event of any "occurrence", claim or "suit";
 apply irrespective of the application of the deductible amount.
 - b. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

6. Settlement – In the event of loss covered by this Voluntary Property Damage coverage, you shall, if requested by us, replace the property or furnish the labor and materials necessary for the repairs thereto at actual cost to you, excluding prospective profit or overhead charges of any nature. Any property so paid for or replaced shall, at our option, become our property. Payment hereunder shall not constitute an admission of your liability or, except as stated herein, of ours.
7. The insurance provided by this coverage is excess over any valid and collectible property insurance (except the deductible portion thereof) available to the insured, such as, but not limited to, Building coverage, Personal Property coverage, Builder's Risk coverage, Installation Risk coverage, or similar coverage. The Other Insurance Condition of your policy is amended accordingly.

C. EXCLUSIONS

Solely for the purposes of the insurance afforded by this endorsement, Paragraph 2. **EXCLUSIONS of SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended as follows:

1. Subparagraphs (3), (4) and (5) of Exclusion j. Damage to Property do not apply to the extent that coverage is provided by Paragraph A. **INSURING AGREEMENT** of this coverage.
2. The following exclusions are added:
The insurance provided by this coverage does not apply to "property damage":
 - a. To personal property held by you for servicing, repair, storage or sale at premises owned by, rented to or occupied by you.
 - b. To any property if the work out of which the damage arises was performed on your behalf by a subcontractor.
 - c. To property owned by, or rented by, an insured or any "employee" of the insured.
 - d. To property that is money and securities.
 - e. Included within the "explosion hazard", the "collapse hazard", or the "underground property damage hazard", unless such coverage is provided by the policy to which this endorsement is attached.

All other Exclusions, Terms and Conditions of the Policy to which this Voluntary Property Damage coverage is attached continue to apply.

D. DEFINITIONS

The following additional definitions apply:

"Explosion hazard" includes property damage arising out of blasting or explosion. The "explosion hazard" does not include "property damage" arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.

"Collapse hazard" includes "structural property damage" and any resulting "property damage" to any other property at any time.

"Structural property damage" means the collapse of or structural injury to any building or structure due to:

- (a) grading of land, excavating, burrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work; or
- (b) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support of that building or structure.

"Underground property damage hazard" includes "underground property damage" and any resulting "property damage" to any other property at any time.

"Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus used with them beneath the surface of the ground or water, caused by or occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling or pile driving.

26. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

This provision does not apply to any written contract formed or executed after performance has begun.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US WHEN YOU HAVE AGREED IN WRITING
PRIOR TO THE LOSS**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**, (Condition 8, under Section IV - **COMMERCIAL GENERAL LIABILITY CONDITIONS**) is deleted and replaced with the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. However, we have no right to seek recovery of all or any part of such payment against any person or organization with whom the insured has agreed in writing prior to the loss not to seek recovery of such payments.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00-03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule:

Name of Person: Blanket

Organization Name: Blanket

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 09/28/2021
Insured Warehouse Direct, Inc

Policy No. WC00000063118Y Endorsement No.
Premium Included

Insurance Company
Harleysville Worcester Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)



3303 Spirit Way
Green Bay, WI 54304

800-558-5066
920-963-0291

www.npsholdings.com

May 19, 2022

RE: July 1st Price Increase

Dear Valued Customer,

As inflationary pressures continue to affect all aspects of the Away-From-Home Market, it is necessary for NPS to increase pricing as noted below:

- **Effective July 1, 2022** NPS is implementing a price increase of 15% for all Napkin, Towel, Tissue, Wiper, and Dispenser products.
- Current prices will apply to orders placed on or before June 30, 2022 (immediate shipment required). Orders received on July 1, 2022 and after will be invoiced at the new pricing.
- Contracts will be increased at time of renewal. Based on current market conditions, contracts will be extended for a maximum of 90 days.

Please make a note of the new information. You will receive your new price list shortly.

If you have any questions, please contact your NPS Sales Representative. Thank you for your business and the continued support during this unprecedented time.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Joe Durkin'.

Joe Durkin
Vice President of Sales



COLONIAL BAG CORP.

205 E. FULLERTON CAROL STREAM, IL. 60188

800-445-7496 FAX (630)-690-1571

May 26, 2022

Notice of Price Increase

Ken Beville
Warehouse Direct

Dear Ken,

Our resin suppliers continue to raise prices and have implemented the previously announced May escalation. Tight supplies, increased global energy costs and all other associated manufacturing costs continue to fuel these cost increases.

Because of these resin escalations, Colonial Bag is increasing the price for all **Linear Low Density, High Density, Degradable-Away** and **Hi/Lo** products by 6% effective with orders placed on or after July 1, 2022.

We continue to work with our suppliers, operations, and product developers to limit the impact of raw material increases. Please contact me if you have any questions regarding this notice.

Thank you for your continued support of Colonial Bag and your understanding of this matter.

Sincerely,

Mark Hosticka
Vice President Sales



AWAY FROM
HOME

Head Office

Kruger Products (USA) Inc.
2 Prologis Boulevard, Suite 500
Mississauga, ON Canada
L5W 0G8

Tel.: 905-812-6900
Fax: 905-812-6910

Date: May 26, 2022
To: All Kruger Products Away From Home U.S. Customers
Subject: Price Increase Announcement

Dear Kruger Products AFH Customer,

Kruger Products continues to experience cost escalation on several inputs including fiber (pulp and recycled fibers), corrugated and resin-based packaging, transportation, and other commodities. As such, we will be increasing contracts and select list prices up to 15% as of August 1st, 2022. Please note that select contracts, products and categories may be subject to higher increases.

All orders submitted prior to July 15, 2022, with an expected delivery date no later than July 30, 2022, will be invoiced at current pricing. Orders submitted prior to July 15, 2022, but with an expected delivery date after July 30, 2022, or later will receive the new pricing. In July, your orders will be limited to 1/12th of your annual purchases.

Updated into-stock and contract pricing (if applicable), will be sent to you in June.

Please note that we will be increasing our pallet pricing to \$8 USD effective July 1st, 2022. A formal letter will be provided under a separate cover. In addition, we are in the process of reviewing our payment terms policy.

Your Kruger Products representative will be available to discuss the new pricing. Thank you for your business and continued support.

Sincerely,

Derek Gracias
Vice-President, AFH Sales and Marketing
Away from Home Business

**PERFORMANCE
IN EVERY FIBER™**

2001 South Mount Prospect Road
Des Plaines, Illinois 60018
Phone: (847) 952-1925
Fax: (847) 956-5815
www.warehousedirect.com

July 16, 2024

Tim Keovongsak, CPPB
Assistant Director of Purchasing
Kane County Purchasing Department
719 S. Batavia Ave., Bldg A
Geneva, IL 60134

Re: Contract Extension

Dear Tim,
Warehouse Direct will agree to the one year extension on our Janitorial contract 22-018.

We will continue to provide the County with the same terms and conditions.

Pricing on the contract is reviewed on a quarterly basis. I have attached the current pricing to this email.

We appreciated the opportunity and look forward in continuing serving Kane County.

Sincerely,



Tom Schrilla
Executive Vice President of Sales
Warehouse Direct, Inc.

bats and providing housing and adoption services for animals in its custody to the best of its ability.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board is authorizing the Chairperson to enter into intergovernmental agreements and subsequent extensions with certain Kane County municipalities upon request to provide animal control services as set forth herein, including with: Algonquin; Batavia; Big Rock; Burlington; Campton Hills; Carpentersville; Elburn; Geneva; Gilberts; Hampshire; Huntley; Kaneville; Lily Lake; Maple Park; Montgomery; North Aurora; Pingree Grove; St. Charles; Sleepy Hollow; South Elgin; Sugar Grove; Wayne; and West Dundee. A copy of each agreement for animal control services with a Kane municipality will be placed on file in the office of the County Clerk.

Line Item: N/A

Line Item Description: N/A

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? N/A

Are funds currently available for this Personnel/Item/Service in the specific line item? N/A

If funds are not currently available in the specified line item, where are the funds available?
N/A

Passed by the Kane County Board on August 13, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Metro West Animal Control Contract Renewal

Committee Flow:

Public Health Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Brett Youngsteadt, DVM 630.232.3555

Budget Information:

Was this item budgeted? No	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

Summary:

Kane County Animal Control and MetroWest are renewing the intergovernmental agreement for animal control services in the respected municipalities.

AGREEMENT FOR ANIMAL CONTROL HOUSING AND SERVICES

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025 by and between the COUNTY OF KANE, a body politic and corporate, and the _____, an Illinois municipal corporation.

WHEREAS, the County of Kane ("Kane County") is a body politic and corporate, duly organized and existing under the Constitution and laws of the State of Illinois; and

WHEREAS, the _____ ("Municipality") is an Illinois municipal corporation; and

WHEREAS, Kane County pursuant to the Animal Control Act, 510 ILCS 5/1 et seq. (the "Act") has certain rights, duties and obligations with respect to rabies control and registration of dogs and cats on a county-wide basis, and also has primary responsibility for animal control activities within unincorporated Kane County; and

WHEREAS, the Municipality has the right, but not the obligation to control animal activities in its corporate limits, and has historically taken the primary responsibility for animal control activities within its corporate limits; and

WHEREAS, pursuant to Kane County Board Ordinance 07-254, passed July 10, 2007, Kane County is ready, willing and able to contract with the municipalities of Kane County to provide them with select animal control services, including but not limited to pick-up and housing of straying dogs running at large, sick or injured dogs and small, wild mammals such as skunks, raccoons, and bats and providing housing and adoption services for animals in its custody to the best of its ability at Kane County Animal Control ("Animal Control"), located at 4060 Keslinger Road, Geneva, IL, (the "Facility") the Kane County; and

WHEREAS, All cruelty or animal related investigations are the responsibility of the municipality in incorporated areas and Kane County Animal Control agrees to provide advice for such cases where requested. Kane County Animal Control is tasked with the primary responsibility for any and all handling of these types of cases in unincorporated Kane County; and

WHEREAS, all requests for service must be made to the Animal Control Administrator or its designee from the Municipality's police department or Municipal Official authorized to request service on behalf of the Municipality. All Municipalities without police at all hours will provide Kane County Animal Control with an after-hours person to be contacted for approval; and

WHEREAS, the parties have a mutual interest in long term planning for straying animal control services in Kane County; and

WHEREAS, pursuant to Article VII Section 10 of the Constitution of the State of Illinois and Section 3 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3, units of local government are authorized and empowered to enter into agreements to obtain and share services and to exercise jointly or transfer any powers or functions not prohibited by law; and

WHEREAS, the Chairman of the Kane County Board has heretofore been authorized pursuant to Resolution to enter into an intergovernmental agreement with the Municipality as herein provided;

NOW, THEREFORE the COUNTY OF KANE and the _____ do hereby agree as follows:

Section 1. Incorporation of Recitals.

The facts and statements contained in the preamble to this Agreement are hereby incorporated herein as if fully set forth.

Section 2. Pickup Service Provided.

Upon a request made to the Animal Control Administrator or its designee from the Municipality's police department or Municipal Official authorized to request service on behalf of the Municipality, Animal Control will provide pickup service for straying dogs found within the limits of the Municipality, and for pickup of animals from locations where a forcible entry and detainer action results in an eviction conducted by the Kane County Sheriff, and shall transport them to the Facility or another County designated animal shelter for a service fee to be paid to the County as provided in Section 5-49(a) of the Kane County Code.

Section 3. Complaint Calls - Response.

The Kane County Animal Control Department will respond to complaint calls, as provided in Section 5-49(a) of the Kane County Code, to assist the Municipality's police department (or appropriate Municipal officials if no police department exists), for dogs running at large, and sick or injured wildlife outside of a building or structure within the limits of the Municipality and shall transport them to the Facility or another County designated animal shelter. The service fee to be paid to the County shall be that shown on **Exhibit A**. In the event that a call is placed to the Kane County Animal Control Department for pickup services after the hours of 8 pm on weekdays and all day on weekends, the Municipality shall make its best effort to contact the Kane County Animal Control Department to advise of any call offs as soon as possible in the event of an owner reclaiming a lost animal or other similar event. The foregoing is meant to eliminate the need for Kane County Animal Control Department staff to travel and incur unnecessary expenses during non-working hours. Additionally, in the event the Municipality does not have a police department, the Municipality shall provide Kane County Animal Control with contact information for individuals who may be contacted outside of normal business hours who shall have authority to make determinations concerning the use of services under this Agreement. Should the Kane County Animal Control Department face unexpected budgeting concerns rendering the services described herein impossible to provide at the fees described herein, upon formal written notice by the Kane County Animal Control Administrator, the parties may renegotiate the financial terms of this Agreement. If the parties are unable to reach an agreement as to such renegotiation, any party may cancel this Agreement upon 30 days' written notice.

Section 4. Vicious or Dangerous Dogs.

The Kane County Animal Control Department shall cooperate with the police department of the Municipality in responding to complaints relating to vicious or dangerous dogs at the Municipality's request. The Municipality agrees to release all documents related to the pending investigation to Animal Control via fax or email. All complaints and proceedings shall be handled as provided in Sections 15 and 15.2 of the Act.

Section 5. Invoices for Services.

Kane County shall invoice the Municipality for services provided at the end of each month and the Municipality shall remit payment to Kane County in full within thirty (30) days. The County invoice shall, at a minimum, specify the dates of service, particulars regarding the animal serviced and the types of services rendered. The County shall retain the right to limit, suspend, or terminate services to the Municipality if it shall omit to pay any fees within sixty (60) days of receipt of the County's invoice therefore. All fees for services shall be deposited by the County as set forth in Resolution 06-330.

Section 6. Termination of prior Agreements; Waiver of Fees.

Upon the effective date of this Agreement, any and all prior agreements between Kane County and the Municipality are hereby terminated and abrogated.

Section 7. Fees and Charges to Individual Owners.

Nothing in this Agreement shall be construed to limit the right of Kane County or the municipality to increase or impose any fees or charges to individual owners as permitted or provided by law.

Section 8. Effective Date; Termination.

This Agreement shall commence upon the affixing of the last signature of any officer required to sign this Agreement, which date shall be deemed the "Effective Date." This Agreement shall remain in full force and in effect until _____ (2 years from date approved) with a one one-year renewal option. The Municipality shall notify the County in writing, not less than 60 days prior to the expiration date, of its intent to exercise each renewal option.

Section 9. Additional Agreements.

The Parties agree to meet to work towards a long-term solution to the regional issues of animal control. To that end, the County will assist the Municipality cooperatively with Metro West to participate in developing a plan to meet specific anticipated demand for animal control services due to municipal growth. Failure by the Municipality to participate in good faith in said meetings shall be a breach of the terms of this agreement by the Municipality. The Municipality must provide the Administrator of Kane County Animal Control with the names and telephone contact information of no fewer than two individuals at the Municipality who shall serve as the point of contact for issues relating to this Agreement, logistical issues, and billing concerns.

In order to best educate the public about the procedures for reporting straying animals and in an effort to reduce time or confusion associated with such calls for assistance, the parties agree to publish a statement on their respective websites explaining the correct steps for

members of the public to take when reporting a straying animal. Each Party shall provide a hyperlink to the website of the other, in order to direct users to the proper point of contact. The statement posted must contain the following language:

Depending on where you live in Kane County, you may be served by your local animal control facility, your police department, a state agency, or Kane County Animal Control. In order to handle your concern in the most efficient manner, first determine whether you live in an incorporated or unincorporated area of Kane County to make sure you contact the appropriate agency.

If you live in an incorporated village, town, or city:

For concerns, complaints, and stray animals, contact your police department or town hall first. The police will handle the matter, and will contact Kane County Animal Control for assistance when necessary. If you are a resident of Elgin or Aurora, please contact your city's animal control facility first.

If you live in an unincorporated area of Kane County:

Your concerns, complaints and stray animal control are handled by Kane County Animal Control. Please call 630-232-3555.

Section 10. Service Provision Subject to Shelter Capacity.

The County shall reserve 30% of the animal shelter capacity for the exclusive use of the County for provision of services to residents of unincorporated Kane County and for its use for provision of County-wide animal bite investigation services. If, at any time, in the opinion of the Kane County Animal Control Administrator, animals in the shelter from the Municipality and other municipal contract-holders constitute more than 60% but less than 70% of total shelter capacity, the Administrator shall notify the Municipality as provided for in Section 12 of this Agreement. If, at that time, in the opinion of the Kane County Animal Control Administrator, animals in the shelter from the Municipality and other municipal contract-holders has reached 70% of the total shelter capacity, the Administrator shall notify the Municipality that Animal Control services for new additional animals are being suspended and for what time period they shall be suspended to the Municipality and to all other municipal contract-holders. In the event of service suspension, the County shall work with the Municipality to identify and obtain animal control services from other service providers in the geographic area, but it shall be the sole responsibility of the Municipality to secure such services for its residents during the service suspension period, and the County shall have no obligation, responsibility or liability to the Municipality for animal control services except as provided by other applicable law. Animal Control services shall be reinstated when the Animal Control Administrator determines that the unused shelter capacity has exceeded 30% for two consecutive weeks.

Section 11. Indemnification.

The Municipality shall indemnify, defend and hold harmless Kane County and its officers, agents, and employees of and from any and all claims, demands, suits at law or in equity, of any kind and manner, which in any way occur or arise in connection with Kane

County's services or facilities provided pursuant to this Agreement, except as to claims of negligence, intentional, willful or wanton acts committed by the County and its officers, agents and, employees and/or to the extent prohibited by law or public policy. In the event of a claim being made by the County under this Section, the County shall be entitled to be defended by counsel of its own choosing, and the Municipality shall pay any reasonable attorneys' fees and expenses incurred by the County in connection therewith.

Section 12. Mutual Respect Adherence and Penalties.

Kane County Animal Control (KCAC) and Municipality agree that mutual respect between the KCAC director and personnel, and Municipal officers and personnel, is integral to the intended and productive effectuation of the Animal Housing Contract. Behaviors that contribute to a hostile, humiliating and/or intimidating work environment, including abusive language or behavior, or denigration via any type of media source (including social media), are unacceptable and will not be tolerated. An employee who believes they he/ she/ they were subjected to such behavior shall raise his/ her/ their concerns with an appropriate manager or supervisor as soon as possible, but no later than eight (8) days from the most recent occurrence(s). An employee who seeks to formally pursue the matter must file a written complaint which identifies the behaviors, including specific examples believed to cause the hostile, humiliating, and/or intimidating work environment. This must also include time and date of occurrence and the name of person spoken with, including badge or other identification number if appropriate. An investigation will be conducted and reviewed by the Administrator or other approved representative of KCAC, with assistance from the State's Attorney, who will provide a recommendation whether disciplinary actions are warranted and the level of severity taken. The Municipality will then be notified of the determination. The three levels of disciplinary action are: 1) written warning to the head of the department/municipality; 2) suspension of Animal Control services for a time of no less than one (1) month; or, in extreme cases, 3) termination of the Animal Housing Contract. Progressive discipline will be used unless the event is egregious and warrants an immediate cancelation of the contract.

Section 13. Notices.

Any notices permitted or required to be given under this Agreement shall be deemed given if sent by certified mail, return receipt requested, or by personal delivery to the person to who it is addressed, to the following:

Main To
Animal Control Administrator
Kane County Animal Control
4060 Keslinger Rd.
Geneva, IL 60134

With a copy to:
County of Kane

Kane County Government Center
719 South Batavia Avenue - Building A - 2nd Floor Geneva, IL 60134
Attention: County Board Chairwoman

With a copy to:

States Attorney, Chief of the Civil Division
100 South Third Street, 4th Floor
Geneva, IL 60134

If to the Municipality:

PLEASE ADD REQUIRED CONTACT HERE

After Hours (8pm – 6:59am weekdays and weekends) Contact for Municipality:

PLEASE ADD REQUIRED CONTACT HERE

Until notice of change of address is given in the manner provided. Notice by fax transmission or email communication shall not be sufficient unless required by an applicable statute.

Section 14. Severability.

If any provision, clause or section of this Agreement shall be ruled or held invalid by any Court of competent jurisdiction, then and in such event such finding of invalidity shall not affect the remaining provisions of this Agreement which can be given effect without such invalid provisions and to that end to provisions of this Agreement are Severable.

Section 15. Entire Agreement of the Parties.

This Agreement, and any ordinances or resolutions incorporated herein by reference or by operation of law constitutes the entire agreement of the parties and no modifications by course of conduct or oral agreement shall be valid unless reduced to writing and duly adopted by the Kane County Board and the Municipality.

Section 16. Binding Effect; Successors' Assignment.

This Agreement shall be binding upon the respective parties hereto, and their lawful successors in interest, except that Kane County shall not assign performance of this Agreement to another unit of local government without the written consent of the Municipality.

WHEREFORE, the parties have caused this Agreement to be signed as of the date and year first above written.

COUNTY OF KANE

By: _____
Corinne Pierog County Board Chairman

ATTEST: _____
John A. Cunningham
Kane County Clerk

MUNICIPALITY

Municipality: _____

Signature:_____

Date:_____

2025 Kane County Fee Schedule for Municipalities

Service	Fee
Pick up per animal (7:00am - 7:59pm)	\$20.00
Boarding per animal/per day/Maximum charge \$70	\$12.00
Vaccination for distemper per animal	\$12.00
Euthanasia per dog/cat animal ≤ 30 pounds	\$35.00
Euthanasia per dog/cat animal > 30 pounds	\$55.00
Rabies observation (includes euthanasia fee) ≤ 30 pounds	\$150.00
Rabies observation (includes euthanasia fee) > 30 pounds	\$175.00
Specimen pick up	\$50.00
Specimen prep	\$60.00
Eviction - cost includes pickup charges and 7 Day MAX boarding (Per Animal)	\$110.00
After Hours Pick up (8:00pm - 6:59am)	\$175.00
After Hours Call Out with NO PICKUP (8:00pm - 6:59am)	\$100.00
Average cost per stray animal impounded	\$116.00



STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-24-2627

AUTHORIZING RENEWAL OF A SUPPORT SERVICES CONTRACT FOR THE HOMELESS MANAGEMENT INFORMATION SYSTEM

WHEREAS, the Office of Community Reinvestment oversees the Continuum of Care for Kane County, a network of social services agencies that coordinates services for the homeless population with the goal of fostering self-sufficiency; and

WHEREAS, the agencies utilize the County's Homeless Management Information System (HMIS) to track and report client needs and services, and the cost of the system is covered with Federal funds from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the County requires the services of an information technologies consultant to adequately support the Homeless Management Information System and conducted a Request for Proposals (RFP) process in 2021 to obtain said services, resulting in the award of a contract to Pathways Community Network Institute (PCNI); and

WHEREAS, PCNI has performed well under their contract, which may be renewed for up to four successive twelve-month periods provided funds from HUD are awarded to the County to cover the cost of said renewal periods; and

WHEREAS, HUD has awarded funds to the County to cover HMIS costs for the period July 1, 2024 to June 30, 2025, and a portion of said award has been budgeted for PCNI's contract renewal; and

WHEREAS, the cost of said renewal is both reasonable and appropriate.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Kane County Board Chairman and/or the Director of the Office of Community Reinvestment are authorized to execute an agreement with Pathways Community Network Institute for HMIS support services effective July 1, 2024 through June 30, 2025, in an amount not to exceed \$46,332.46 (Forty-Six Thousand, Three Hundred Thirty-Two and 46/100 Dollars), and to submit certifications, reports, and other documents required by HUD to complete HMIS activities.

Line Item: 404.690.714.50150

Line Item Description: Contractual/Consulting

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes

Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on August 13, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Renewal of a Support Services Contract for the Homeless Management Information System

Committee Flow:

Development Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Scott Berger, 630-208-5351

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$46,332.46
If not budgeted, explain funding source: N/A	

Summary:

The attached resolution authorizes renewal of a contract with Pathways Community Network Institute (PCNI) to provide technical assistance and support services necessary for the County's Homeless Management Information System (HMIS). The system is a web-based application used by area social service agencies that work with the homeless population to track and report client needs. All HMIS expenses, including PCNI's contract, are covered with funds from the U.S. Department of Housing and Urban Development.

STATE OF ILLINOIS)
 SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-24-2578

**AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH CARROLL
COUNTY FOR JUVENILE DETENTION SERVICES**

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any matter not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved provided that the unit of local government contracting with the county has authority to perform the service; and

WHEREAS, Carroll County desires to enter into an intergovernmental agreement with Kane County wherein Kane County will house Carroll County minors at its Juvenile Justice Center with a per diem charge of \$175.00 (one hundred and seventy-five dollars) per day per minor; and

WHEREAS, the intergovernmental agreement with Carroll County commences upon date of approval and signature by Carroll County and Kane County and will continue until September 1, 2025. This agreement may be amended with the written consent of all parties hereto and, provided a need continues to exist, may be renewed thirty (30) days prior to the expiration date for a period not to exceed one (1) year for each renewal.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that Madam Chair be authorized to sign a contract with the County of Carroll for Juvenile Detention Services.

Passed by the Kane County Board on August 13, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH
CARROLL COUNTY FOR JUVENILE DETENTION SERVICES

Committee Flow:

Judicial Public Safety Committee, Finance and Budget Committee, Executive
Committee, County Board

Contact:

Lisa Aust, Court Services Executive Director

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

Summary:

This resolution is for an intergovernmental agreement with Carroll County to provide juvenile detention services for Carroll County minors in need of such services.

Kane County will house Carroll County minors at its Juvenile Justice Center at a per diem of One Hundred Seventy-Five Dollars (\$175) per day, per minor. The agreement commences upon date of approval and signature by Carroll County and Kane County and will continue from date of signing to September 1, 2025.



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH MONTGOMERY COUNTY FOR JUVENILE DETENTION SERVICES

Committee Flow:

Judicial Public Safety Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Lisa Aust, Court Services Executive Director

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

Summary:

This resolution is for an intergovernmental agreement with Montgomery County to provide juvenile detention services for Montgomery County minors in need of such services.

Kane County will house Montgomery County minors at its Juvenile Justice Center at a per diem of One Hundred Seventy-Five Dollars (\$175) per day, per minor. The agreement commences upon date of approval and signature by Montgomery County and Kane County and will continue from date of signing to September 1, 2025.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-24-2580

**AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH SHELBY
COUNTY FOR JUVENILE DETENTION SERVICES**

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any matter not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved provided that the unit of local government contracting with the county has authority to perform the service; and

WHEREAS, Shelby County desires to enter into an intergovernmental agreement with Kane County wherein Kane County will house Shelby County minors at its Juvenile Justice Center with a per diem charge of \$175.00 (one hundred and seventy-five dollars) per day per minor; and

WHEREAS, the intergovernmental agreement with Shelby County commences upon date of approval and signature by Shelby County and Kane County and will continue until September 1, 2025. This agreement may be amended with the written consent of all parties hereto and, provided a need continues to exist, may be renewed thirty (30) days prior to the expiration date for a period not to exceed one (1) year for each renewal.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that Madam Chair be authorized to sign a contract with the County of Shelby for Juvenile Detention Services.

Passed by the Kane County Board on August 13, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH
SHELBY COUNTY FOR JUVENILE DETENTION SERVICES

Committee Flow:

Judicial Public Safety Committee, Finance and Budget Committee, Executive
Committee, County Board

Contact:

Lisa Aust, Court Services Executive Director

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

Summary:

This resolution is for an intergovernmental agreement with Shelby County to provide juvenile detention services for Shelby County minors in need of such services.

Kane County will house Shelby County minors at its Juvenile Justice Center at a per diem of One Hundred Seventy-Five Dollars (\$175) per day, per minor. The agreement commences upon date of approval and signature by Shelby County and Kane County and will continue from date of signing to September 1, 2025.

Line Item: 500.800.801.70000, 355.800.66834.70000, 355.800.000.85000, Various
Line Item Description: Capital Computers, ARPA Public Health-Effective Service Delivery,
ARPA Allowance for Unbudgeted Expenses, Various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on August 13, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No.

AUTHORIZING PURCHASE OF AUDIO-VISUAL EQUIPMENT AND SUPPLIES FROM CONFERENCE TECHNOLOGIES INC. DBA CTI

Committee Flow: Administration Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Charles Lasky, 630-232-5827

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$250,000
If not budgeted, explain funding source:	

Summary:

Authorization to purchase Audio-Visual Equipment and Supplies through TIP's Contract No. 230901 from Conference Technologies Inc. dba CTI for a not to exceed amount of Two Hundred and Fifty Thousand Dollars (\$250,000) per fiscal year.

STATE OF ILLINOIS)

COUNTY OF KANE)

AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS TO FUND JUDICIAL TECHNOLOGY MODERNIZATION FOR THE KANE COUNTY 16TH JUDICIAL CIRCUIT COURT

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 ("ARPA") to provide economic relief to State, Local, and Tribal governments responding to economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, the County of Kane has received a total of \$103,413,041 (One Hundred Three Million, Four Hundred Thirteen Thousand, Forty-One Dollars) from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds ("SLFRF") pursuant to ARPA, and

WHEREAS, pursuant to ARPA and the administrative regulations adopted by the United States Department of the Treasury ("Final Rule"), the County of Kane shall use SLFRF to defray costs associated with its response to the COVID-19 pandemic within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery; and

WHEREAS, by Resolution 21-313, the Kane County Board has established the American Rescue Plan Committee ("ARPC") as a resource for research, education, planning, and recommendations for the best allocation and uses of the County's SLFRF; and

WHEREAS, by Resolution 21-156, the Kane County Board approved the recommended Spending Plan as proposed by the ARPC, which designates \$42,000,000 (Forty-Two Million Dollars) to be used for Kane County Department and Elected Office project requests; and

WHEREAS, the Kane County 16th Judicial Circuit Court has made a request in the amount of \$3,058,357.00 of SLFRF to fund judicial technology modernization for the purpose of modernizing video and audio equipment in all courtrooms to increase the use of virtual hearings via Zoom, which is an ARPA eligible purpose; and

WHEREAS, the expansion and upgrade of our courtroom technology would allow for continued use of virtual hearings and expand our capabilities with evidence presentation and integrated assisted listening devices for the hearing impaired. The permanent installation of equipment would also provide consistency with the three courtrooms we have already upgraded (two Juvenile Courtrooms and one Order of Protection Courtroom) and would allow for increased use of remote hearings across all case types which would support the delivery of efficient services to the citizens of Kane County. While improving efficiencies, remote court appearances also offer significant time and cost savings for litigants and attorneys. Kane

County benefits as well with the continued use of on-line video interpreters, because it provides broader access to multiple languages without the costs of interpreter transportation and mileage. More importantly, improved technology for remote hearings will improve access to the courts for self-represented litigants. Citizens of Kane County may no longer need to take time off of work, find transportation, or obtain childcare to attend court in-person.

WHEREAS, to assist the County in determining whether the project is an eligible use of SLFRF under ARPA, the Final Rule, and the related guidance issued by the United States Department of the Treasury, the ARPC consultant, Ernst and Young, has reviewed the Kane County 16th Judicial Circuit Court's request for SLFRF for judicial technology modernization for the purpose of modernizing video and audio equipment in courtrooms to increase the use of virtual hearings via Zoom and completed an assessment regarding the project's eligibility (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of \$3,058,357.00 to fund the judicial technology modernization project for the Kane County 16th Judicial Circuit Court, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the Kane County 16th Judicial Circuit Court use of State and Local Fiscal Recovery Funds in the amount of \$3,058,357.00 to be used for judicial technology modernization, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Kane County Board that the following adjustment be made to the Fiscal Year 2023 budget:

355.800.66834.70000	ARPA: Public Health-Effective Service Delivery	3,058,357
355.800.000.85000	ARPA: Allowance for Unbudgeted Expenses	3,058,357

Line Item: 355.800.66834.70000

Line Item Description: ARPA Public Health Effective Service Delivery

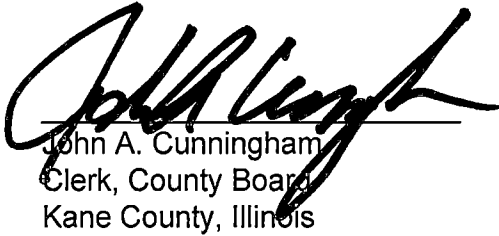
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? No

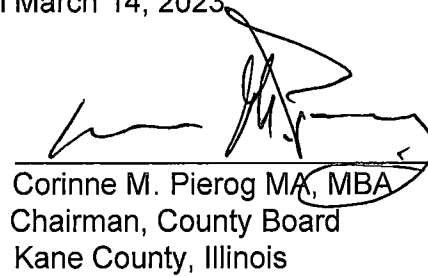
Are funds currently available for this Personnel/Item/Service in the specific line item? No

If funds are not currently available in the specified line item, where are the funds available?

355.800.000.85000

Passed by the Kane County Board on March 14, 2023


John A. Cunningham
Clerk, County Board
Kane County, Illinois


Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:
passed

The Interlocal Purchasing System

Purchasing Made Personal



Printed 1 July 2024

cti.com/



CTI

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR'S TIPS
CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	11653 Adie Road	NAME Charlie Martin
CITY	Maryland Heights	PHONE (866) 839-8477
STATE	MO	FAX (866) 839-8472
ZIP	63043	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N

HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT |
NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY | PR

Overview

<p>Conference Technologies, Inc. dba CTI, offers a wide range of audio-visual services related to professional audio, video communication applications, computer and video display systems, video projection, integrated control systems, acoustics, sound reinforcement, theatrical lighting, broadcast, and video conferencing. Our services include audio visual sales, consulting, system design, engineering, acoustic design and analysis, procurement, administrative support, installation, integration, programming, training, service, support, videoconferencing services and rental and staging services.</p>

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
23010402	Trades, Labor, and Materials (JOC)	04/30/2025	See EDGAR Certification Doc.
230901	Audio Visual Equipment, Supplies, and Services	11/30/2026	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

230901

William Kocher	Contracts	(309) 240-6419	contracts@cti.com
David Walshe	Regional VP	(469) 864-8828	David.Walshe@cti.com

23010402

William Kocher	Contract Sales	(309) 240-6419	bill.kocher@cti.com
Scott Heath	Contract Assistant	(636) 373-3070	scott.heath@cti.com

STATE OF ILLINOIS)
COUNTY OF KANE) SS.

RESOLUTION NO. 24-245

AUTHORIZING THE INTERLOCAL PURCHASING SYSTEM (TIPS) NATIONAL PURCHASING COOPERATIVE AGREEMENT

WHEREAS, pursuant to article VII, section 10, of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., the County is permitted to procure materials, services, supplies, equipment, construction and construction-related services through other governmental agencies, provided certain conditions are satisfied; and

WHEREAS, Article VI, Division 3, Section 2-221 of the Kane County Code permits joint purchasing when the procurements are made pursuant to a written agreement, competitive selection procedures were used, the intent is not to circumvent competitive bidding, and the County is authorized under law or regulation to contract with another government agency; and

WHEREAS, the TIPS National Purchasing Cooperative is an organization that aggregates the purchasing power of governmental entities nationwide; and

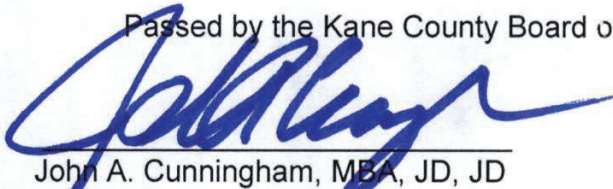
WHEREAS, in order for a unit of local government to utilize agreements available through TIPS, a unit of local government may execute the TIPS Interlocal Agreement; and

WHEREAS, the Purchasing Department of the County wishes to execute the TIPS Interlocal Agreement in accordance with Article VI, Division 3, Section 2-221 of the Kane County Code.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Purchasing Director is hereby authorized to execute the TIPS Interlocal Agreement, which is attached, on behalf of the County.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the County and its designees under the Purchasing Ordinance are hereby authorized to utilize the TIPS Interlocal Agreement.

Passed by the Kane County Board on June 11, 2024.



John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois
Vote:



Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

PASSED

Fifty Eight Thousand Nine Hundred Nineteen Dollars and Seventy Two Cents (\$158,919.72) with a twenty five percent (25%) Contingency for a not to exceed amount of One Hundred Ninety Eight Thousand Six Hundred Forty Nine Dollars and Sixty Five Cents (\$198,649.65); and

BE IT ALSO FURTHER RESOLVED by the Kane County Board that One Hundred Ninety-Eight Thousand Six Hundred Forty-Nine Dollars and Sixty-Five Cents (\$198,649.65) is hereby appropriated from ARPA # 355.800.66834.70000, to pay for the 16th Judicial Circuit Court Audio Visual Equipment and Supplies from Conference Technologies, Inc. dba CTI under Contract No. 739-24.

*Line Item: 355.800.66834.70000, 355.800.000.85000, 500.800.801.70000, Various
Line Item Description: ARPA Public Health-Effective Service Delivery, ARPA Allowance for Unbudgeted Expenses, Capital Computers, Various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A*

Passed by the Kane County Board on August 13, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No.

AUTHORIZING PURCHASE OF AUDIO-VISUAL EQUIPMENT AND SUPPLIES FOR THE 16TH JUDICIAL CIRCUIT COURT FROM CONFERENCE TECHNOLOGIES INC. DBA CTI

Committee Flow: Administration Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Charles Lasky, 630-232-5827

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$198,649.65
If not budgeted, explain funding source:	

Summary:

Authorization to purchase Audio-Visual Equipment and Supplies through BuyBoard Contract No. 739-24 from Conference Technologies, Inc. dba CTI for a project amount of One Hundred Fifty-Eight Thousand Nine Hundred Nineteen Dollars and Seventy-Two Cents (\$158,919.72) with a twenty five percent (25%) contingency, for a not to exceed amount of One Hundred Ninety-Eight Thousand Six Hundred Forty-Nine Dollars and Sixty-Five Cents (\$198,649.65), and to appropriate (\$198,649.65) from ARPA #355.800.66834.70000 to pay for the 16th Judicial Circuit Court Audio Visual Equipment and Supplies.

STATE OF ILLINOIS)

COUNTY OF KANE)

AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS TO FUND JUDICIAL TECHNOLOGY MODERNIZATION FOR THE KANE COUNTY 16TH JUDICIAL CIRCUIT COURT

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 ("ARPA") to provide economic relief to State, Local, and Tribal governments responding to economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, the County of Kane has received a total of \$103,413,041 (One Hundred Three Million, Four Hundred Thirteen Thousand, Forty-One Dollars) from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds ("SLFRF") pursuant to ARPA, and

WHEREAS, pursuant to ARPA and the administrative regulations adopted by the United States Department of the Treasury ("Final Rule"), the County of Kane shall use SLFRF to defray costs associated with its response to the COVID-19 pandemic within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery; and

WHEREAS, by Resolution 21-313, the Kane County Board has established the American Rescue Plan Committee ("ARPC") as a resource for research, education, planning, and recommendations for the best allocation and uses of the County's SLFRF; and

WHEREAS, by Resolution 21-156, the Kane County Board approved the recommended Spending Plan as proposed by the ARPC, which designates \$42,000,000 (Forty-Two Million Dollars) to be used for Kane County Department and Elected Office project requests; and

WHEREAS, the Kane County 16th Judicial Circuit Court has made a request in the amount of \$3,058,357.00 of SLFRF to fund judicial technology modernization for the purpose of modernizing video and audio equipment in all courtrooms to increase the use of virtual hearings via Zoom, which is an ARPA eligible purpose; and

WHEREAS, the expansion and upgrade of our courtroom technology would allow for continued use of virtual hearings and expand our capabilities with evidence presentation and integrated assisted listening devices for the hearing impaired. The permanent installation of equipment would also provide consistency with the three courtrooms we have already upgraded (two Juvenile Courtrooms and one Order of Protection Courtroom) and would allow for increased use of remote hearings across all case types which would support the delivery of efficient services to the citizens of Kane County. While improving efficiencies, remote court appearances also offer significant time and cost savings for litigants and attorneys. Kane

County benefits as well with the continued use of on-line video interpreters, because it provides broader access to multiple languages without the costs of interpreter transportation and mileage. More importantly, improved technology for remote hearings will improve access to the courts for self-represented litigants. Citizens of Kane County may no longer need to take time off of work, find transportation, or obtain childcare to attend court in-person.

WHEREAS, to assist the County in determining whether the project is an eligible use of SLFRF under ARPA, the Final Rule, and the related guidance issued by the United States Department of the Treasury, the ARPC consultant, Ernst and Young, has reviewed the Kane County 16th Judicial Circuit Court's request for SLFRF for judicial technology modernization for the purpose of modernizing video and audio equipment in courtrooms to increase the use of virtual hearings via Zoom and completed an assessment regarding the project's eligibility (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of \$3,058,357.00 to fund the judicial technology modernization project for the Kane County 16th Judicial Circuit Court, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the Kane County 16th Judicial Circuit Court use of State and Local Fiscal Recovery Funds in the amount of \$3,058,357.00 to be used for judicial technology modernization, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Kane County Board that the following adjustment be made to the Fiscal Year 2023 budget:

355.800.66834.70000	ARPA: Public Health-Effective Service Delivery	3,058,357
355.800.000.85000	ARPA: Allowance for Unbudgeted Expenses	3,058,357

Line Item: 355.800.66834.70000

Line Item Description: ARPA Public Health Effective Service Delivery

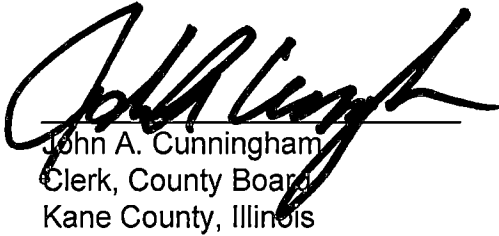
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? No

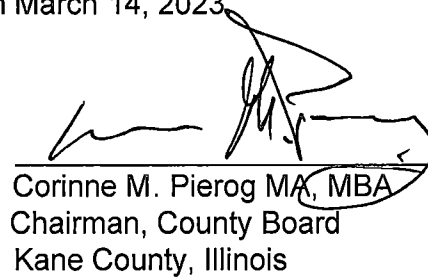
Are funds currently available for this Personnel/Item/Service in the specific line item? No

If funds are not currently available in the specified line item, where are the funds available?

355.800.000.85000

Passed by the Kane County Board on March 14, 2023


John A. Cunningham
Clerk, County Board
Kane County, Illinois


Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:
passed



AV Systems

16th Judicial Circuit Court Kane County

**Courtroom Technology Modernization 2023 – 3rd Street Courtrooms
210 and 220**

DATE

Monday, June 10, 2024

PREPARED BY

Gina Skrip-Surowiak
Design Consultant



Order #J23140109-CO

Additional 3rd Street Courtrooms 210 and 220

Number: J23140109-CO

Date: 6/10/2024

Prepared for: 16th Judicial Circuit Court
Kane County

Attn: Andrea O'Brien

Phone: (630) 232-3400

Email:
O'BrienAndrea@16thCircuit.IllinoisCourts.gov

Prepared by: Gina Skrip-Surowiak

Phone: 872-806-1712

Email: Gina.Skrip@cti.com

Scope of Work

Based on Original Courtroom Design Services Provided Under CTI #J23140109, Standards, Responsibilities and Administrative Office of the Courts Requirements

Please note for submittal please issue your PO to info@buyboard.com please include contract # 739-24 on your Purchase Order.

Contract Name	Buy-Board Audio Visual Equipment and Supplies
Contract Number	739-24



Add 3rd Street Courtroom 210

-New Furnish and install one 86" display to be wall mounted.

-New Furnish and install one 86" display to be mounted to a floor stand.

4 Laptop inputs: Judge, Attorney Table 1 (A1), Attorney Table 2 (A2), and Court Reporter.

3 Displays: Attorney Table 1 (A1), Attorney Table 2 (A2) and Court Reporter

1 Touch display for Judge with Room Control functions

1 Touch Display with Annotation Feature,. Evidence Presentation

5 Cameras Judge, Witness, A1, A2, Well

6 Push to Talk Gooseneck Mics

1 Sidebar/ Bench Mic

1 Ceiling mic array, Well Area



10 Speakers with amplification to cover area.

Assisted Listening System

Control System for Ease of Use

Wall Rack located in adjacent Jury waiting room:



Size: 47 3/4" h x 21 7/8" w x 23 1/2" d

Set up for ability to integrate into the State provided audio recording system.

CTI will decommission existing AV equipment from this space.



New Courtroom Install for 3rd Street Courtroom 220

The standard feature set includes:

1 - 86" display to be wall mounted

1- 65" displays to be wall mounted

All displays to show shared or matrix content.

4 Laptop inputs: Judge, Attorney Table 1 (A1), Attorney Table 2 (A2), and Court Reporter.

3 Displays: Attorney Table 1 (A1), Attorney Table 2 (A2) and Court Reporter

1 Touch display for Judge with Room Control functions

1 Touch Display with Annotation Feature,, Evidence Presentation

5 Cameras Judge, Witness, A1, A2, Well

6 Push to Talk Gooseneck Mics

1 Sidebar/ Bench Mic

1 Ceiling mic array, Well Area



10 Speakers with amplification to cover area.

Assisted Listening System

Control System for Ease of Use

Wall Rack located in adjacent Jury waiting room:



Size: 47 ¾" h x 21 7/8" w x 23 ½" d

Set up for ability to integrate into the State provided audio recording system. .

CTI will decommission existing AV equipment from this space.



Please note that all electrical power, network, phone, and structural requirements are to be provided and installed by others. Any repair or replacement of the existing equipment either requested or necessary will be added to the cost of the project. All cables and connectors necessary for integration will be provided. Installation will occur according to an agreed upon schedule with on-site work performed during a second shift schedule. Starting at 3PM to 11PM. Project delays due to either or both incomplete infrastructure requirements and unavailable site access once scheduled and confirmed will be added to the cost of the project. A dedicated Project Manager will be assigned for coordination of all work and will schedule a training session with users at a mutually agreed upon time. Protective coverings will be utilized with all work around owner furnishings and care will be taken with ceiling tiles to prevent damage.

Project Plan

System Training

- An on-site system overview is included.

Infrastructure Requirements

- All AC power at the display locations, along with any required conduit for all low voltage cable paths to the display is the responsibility of others.
- All ceiling work required to accommodate the projector and projection screen is the responsibility of others.
- All required backing and any other wall reinforcement required to safely accommodate the displays is the responsibility of others.
- Millwork modifications to any furniture is the responsibility of others.
- All AC power required at the table location, along with any required conduit for all low voltage cable paths to the headend equipment is the responsibility of others.
- All AC power required at the rack location, along with any required conduit for all low voltage cable paths in the A/V system is provided by others.
- All network connectivity is provided by others.



Roles & Responsibilities

Responsibilities	CTI	Electrical Contractor	Low Voltage Contractor	General Contractor	Owner
<u>ELECTRICAL & NETWORK</u>					
Provide and install conduit, raceways, back boxes and floorboxes					X
Provide and install power					X
Provide and install LAN					X
Provide IP addresses					X
<u>EQUIPMENT & MATERIALS</u>					
Provide projectors, displays, and mounting brackets	X				
Provide above ceiling unistrut and hardware to support displays	NA				
Provide electric projection screens	NA				
Provide floor and credenza vertical equipment racks	X				
<u>MOUNTING</u>					
Install all ceiling and wall mounted flat screen displays	X				
Provide any required wall backing to support displays					X
Install electric projection screens	NA				
Ceiling grid trim work around projection screens	NA				
Install display mounts	X				
Install displays	X				
Install ceiling and/or wall speakers	X				
Install any custom wall plates	X				



Manuf	Part #	Description	Qty	Sell Ea	Sell Tot	Discount
Listen Tech	LS9101	Assistive Listening Sys	2	\$1,500.00	\$3,000.00	No Contact
Netgear	GS116PP100NAS	16pt Unmanaged Switch	2	\$266.10	\$532.20	No Contact
Ashly	FA2054	Amplifier	2	\$1,050.00	\$2,100.00	No Contact
Panavise	864L	Camera Mount	10	\$30.00	\$300.00	No Contact
Inogeni	4KXUSB3	USB Convertor	2	\$650.00	\$1,300.00	No Contact
Global Cache	IP2SLP	iTach with POE	2	\$150.00	\$300.00	No Contact
Atlas	FAP63TW	Speakers	20	\$119.77	\$2,395.40	No Contact
Atlas	WMA2423	Rack	2	\$880.00	\$1,760.00	No Contact
Atlas	WMARR24	Rear Rack Rails	2	\$98.22	\$196.44	No Contact
Atlas	AP2451015	Rack Power Strip	2	\$140.00	\$280.00	No Contact
Chief	MTM1U	Medium Wall Mount Disp	2	\$144.89	\$289.78	33%off List
Chief	XTM1U	Xlarge Wall Mount Disp	2	\$304.85	\$609.70	33%off List
Chief	PF1UB	Floor Stand Display	1	\$798.64	\$798.64	33%off List
Crestron	HDRX4KZ101	DM Lt Receiver HDMI	20	\$236.00	\$4,720.00	41%off List
Crestron	DGE100	Graphics Engine	2	\$1,306.25	\$2,612.50	41%off List
Crestron	HDRXC4KZ101	DM Lt Receiver	4	\$265.50	\$1,062.00	41%off List
Crestron	HDTXC4KZ101	DM Lt Transmitter	4	\$265.50	\$1,062.00	41%off List
Crestron	HDTX4KZ101	DM Lt Transmitter HDMI	20	\$236.00	\$4,720.00	41%off List
Crestron	USBOff	Off Line License Dongle	2	\$94.94	\$189.88	41%off List
Crestron	VC4PC3	Virtual Controller	2	\$1,803.80	\$3,607.60	41%off List
Extron	60173101	Annotator	2	\$4,495.00	\$8,990.00	41%off List
LG	65UL3J	65" Display	2	\$1,124.25	\$2,248.50	25% Off List
LG	86UL3J	86" Display	3	\$2,474.35	\$7,423.50	25%off List
Liberty	DIGIUSB2	USB Ext	4	\$402.35	\$1,609.40	No Contact
Liberty	DLHD14	HDMI DA	2	\$120.00	\$240.00	No Contact
Liberty	DLHDM88ASH2	HDMI Switch	2	\$1,572.13	\$3,144.26	No Contact
Marshall	VSM550	Camera Lens	10	\$130.00	\$1,300.00	No Contact
Marshall	CV344	Compact Camera	10	\$320.51	\$3,205.10	No Contact
Osprey	9731165	Matrix Switch 16x16 Touch Display	2	\$2,039.24	\$4,078.48	No Contact
Planar	9979039	(Judge/Witness)	4	\$272.15	\$1,088.60	No Contact
Planar	9979045	Display 22"	6	\$160.76	\$964.56	No Contact
QSC	Core110FV2	Digital Sing. Processor	2	\$3,010.00	\$6,020.00	30%off List
Shure	MXA920WR	Ceiling Mic Well	2	\$3,645.90	\$7,291.80	No Contact
Shure	A900PM	Threaded Rod Ceiling Mic	2	\$82.97	\$165.94	No Contact
Shure	MX395BC	Boundary Mic	2	\$177.97	\$355.94	No Contact
Shure	MX412DC	Gooseneck Mic	12	\$283.81	\$3,405.72	No Contact
TrippLite	SMART1500LCD	Power UPS	2	\$354.63	\$709.26	No Contact
Wiremold	WC	Wiremold Raceway	2	\$250.00	\$500.00	No Contact
			TOTALS	\$31,256.48	\$84,577.20	



Courtroom 210 will be a standard jury room design.

Courtroom 220 is being added as a standard non jury room design.

Totals

Description	Price
Equipment Total	\$84,577.20
Implementation Total	\$82,602.80
Includes installation services, programming, commissioning, installation materials, freight, and warranty	
Implementation Services 10% Off MSRP	-\$8,260.28
Subtotal	\$158,919.72
Tax	Exempt
Total	\$158,919.72



Acceptance

Notice of Acceptance

I hereby agree to the listed pricing and scope of work. Contract terms and conditions remain in effect. State and local taxes will be incurred as applicable.

Please return this signed and dated acceptance to Gina Skrip-Surowiak for work to commence. Form can be emailed to Gina.Skrip@cti.com or faxed to (855) 329-2844. Thank you.

Bill to

16th Judicial Circuit Court Kane County
37W777 IL-38
Andrea O'Brien
St. Charles, IL 60175

Ship to

16th Judicial Circuit Court Kane County
37W777 IL-38
Andrea O'Brien
St. Charles, IL 60175

Total
J23140109-CO – \$158,919.72

Agreed and Accepted by:

Customer Signature

Printed Name

Title

Date

CTI Signature

Printed Name

Title

Date

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. 23-503

AUTHORIZING BUY BOARD NATIONAL PURCHASING COOPERATIVE AGREEMENT

WHEREAS, pursuant to article VII, section 10, of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., the County is permitted to procure materials, services, supplies, equipment, construction and construction-related services through other governmental agencies, provided certain conditions are satisfied; and

WHEREAS, Article VI, Division 3, Section 2-221 of the Kane County Code permits joint purchasing when the procurements are made pursuant to a written agreement, competitive selection procedures were used, the intent is not to circumvent competitive bidding, and the County is authorized under law or regulation to contract with another government agency; and

WHEREAS, the Buy Board National Purchasing Cooperative is an organization that aggregates the purchasing power of governmental entities nationwide; and

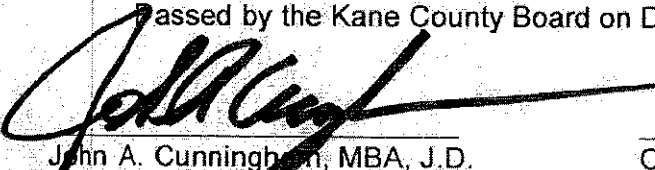
WHEREAS, in order for a unit of local government to utilize agreements available through Buy Board, a unit of local government may execute the Buy Board National Purchasing Cooperative Interlocal Participation Agreement (NPCIPA); and

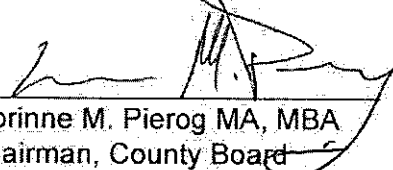
WHEREAS, the Purchasing Department of the County wishes to execute the NPCIPA in accordance with Article VI, Division 3, Section 2-221 of the Kane County Code.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Purchasing Director, or her designee, is hereby authorized to execute the NPCIPA with Buy Board on behalf of the County;

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the County and its designees under the Purchasing Ordinance are hereby authorized to utilize the NPCIPA.

Passed by the Kane County Board on December 12, 2023.


John A. Cunningham, MBA, J.D.
Clerk, County Board
Kane County, Illinois
Vote:


Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

PASSED

NATIONAL PURCHASING COOPERATIVE INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into on the date indicated below by and between the National Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments and other governmental entities, acting on its own behalf and the behalf of all participating governmental entities, and the undersigned governmental entity ("Cooperative Member").

I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, by certain local governments that entered into an Organizational Interlocal Agreement; and

WHEREAS, the purpose of the Cooperative is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize potential economies of scale, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows:

II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement, as last amended and restated, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement establishes the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to the Organizational Interlocal Agreement.

2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. If the Cooperative Member is an existing Cooperative Member that joined the Cooperative by executing a participation agreement which authorized amendment upon the Cooperative providing prior written notice, then this Agreement will be deemed an Amendment by Notice, effective on the 61st day that the Cooperative Member is sent notice of this Agreement. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Cooperative Member's initial term (not the effective date of the amendment), unless the Agreement is sooner terminated in accordance with the provisions herein.

3. Termination.

(a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by 30 days prior written notice to the Cooperative as provided in Article III, Section 14, provided any amounts owed to any vendor have been fully paid.

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving 10 days notice as provided in Article III, Section 14, to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving 30 days notice as provided in Article III, Section 14, to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to any distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under federal, state or local law, local policy or rule, or within its business judgment.

5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.

6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided through this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.
8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and BuyBoard trade name are owned by the Texas Association of School Boards, Inc. ("TASB"), and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative that apply to Cooperative Members. The Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on and applicable to the Cooperative Member. In addition to any other notice method specified in this Agreement, notice under this Section may be satisfied by posting of the applicable bylaws,

policy, or procedure on the Cooperative's website or BuyBoard application landing page for Cooperative Members.

4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to review and audit the relevant and available records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on 10 days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby represents that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.

7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to handle the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative (as an entity) in any litigation, claim or dispute which arises from the services provided by the Cooperative. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement and pertaining to the collective or predominant interest of Cooperative Members. Nothing herein grants the Cooperative any rights to file, defend, or settle any claim on behalf of the Cooperative Member in its individual capacity.

8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.

9. **Legal Authority.** The Cooperative Member represents to the Cooperative the following:

a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.

b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.

c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.

d) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.

10. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS, SPONSORS, AND SERVICING CONTRACTORS, WHETHER CURRENT OR FORMER AND INCLUDING TASB, ("COOPERATIVE AND ASSOCIATES") DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE AND ASSOCIATES HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability.** To the extent permitted by law and without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:

- a) Neither party waives any immunity from liability afforded under law;
- b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
- c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's purchase activity, within 12 months of when the lawsuit or action was filed; and
- d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of Cooperative and Associates up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's purchase activity, within 12 months of the filing of any lawsuit or action.

12. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

13. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, as amended and restated, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.

14. **Notice.** Any written notice to the Cooperative may be given by email to BuyBoard Administrator at membership@buyboard.com; by U.S. mail, postage prepaid, and delivered to the National Purchasing Cooperative, P.O. Box 400, Austin, Texas 78767-0400; by overnight courier or hand delivery to National Purchasing Cooperative, 12007 Research Blvd., Austin, Texas 78759; or by other mode of delivery typically

used in commerce and accessible to the intended recipient. Notices to Cooperative Member may be given by email to the Cooperative Member's Coordinator or other email address of record provided by the Cooperative Member; by U.S. mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor); or by other mode of delivery typically used in commerce and accessible to the intended recipient.

15. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.

16. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon an electronic or facsimile signature as if it were an original, including any Cooperative Member signature executed by click and accept or similar electronic signature and acceptance. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

17. **Authority.** By the execution and delivery of this Agreement, the undersigned individual represents that the individual is duly authorized by all requisite administrative action required to enter into and bind the entity that is a party to this Agreement.

[Signature page follows.]



WHEREFORE, the parties, acting through their duly authorized representatives, accept this Agreement.

NATIONAL PURCHASING COOPERATIVE:

By: _____
Dan Troxell, Ph.D.
Assistant Secretary

Date: _____

COOPERATIVE MEMBER:

[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]

Kane County
(Government Entity Name)

By: _____
Signature of authorized representative of Cooperative Member

Date: 2/21/2024

Printed name and title of authorized representative

Coordinator for the Cooperative Member is:

Name

Title

Mailing Address

City

State

Zip Code

Telephone

Fax

Email

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. TMP-24-2553

AUTHORIZING THE PURCHASE OF THREE VEHICLES FOR THE KANE COUNTY SHERIFF'S OFFICE

WHEREAS, the Sheriff's Office needs to three (3) additional vehicles to fulfill needs of the Office's Deputies and Detectives; and

WHEREAS, the three (3) vehicles have been budgeted for purchase in FY2024; and

WHEREAS, the selected vendor for the three (3) 2025 Ford Utility Interceptors is Currie Motors, 10125 W. Laraway, Frankfort, Illinois, with the following prices: \$49,210.00 for one (1) Ford Utility Vehicle for use by Patrol, \$49,210.00 for one (1) Ford Utility Vehicle for use by Investigations, and \$52,764.00 for the third Ecoboost Ford Utility Vehicle for use by the Special Investigations Unit. The total purchase price for all three will be One Hundred Fifty-One Thousand, One Hundred Eighty-Four Dollars (\$151,184.00); and

WHEREAS, the upfitting of these vehicles with police equipment will be performed by the Kane County Sheriff's Office Fleet Services team. The Sheriff's Office will make every attempt to recycle all emergency equipment from retiring vehicles and parts on hand, to keep additional costs around \$5,000.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board and the Chair thereof authorizes the Sheriff of Kane County to purchase three (3) Ford Utility Interceptors through Currie Motors of Frankfort, Illinois, as detailed above for a total of One Hundred Fifty-One Thousand, One Hundred Eighty-Four Dollars (\$151,184.00).

Line Item: 128.380.395.70070

Line Item Description: Automotive Equipment

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes

Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

If funds are not currently available in the specified line item, where are the funds available?

N/A

Passed by the Kane County Board on August 13, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Purchase of Three Vehicles for the Kane County Sheriff's Office

Committee Flow:

Administration Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

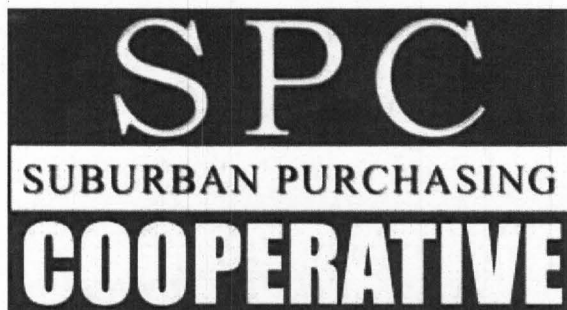
Elizabeth Richards, 630.208.2001

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$151,184.00
If not budgeted, explain funding source: Automotive Equipment 128.380.395.70070	

Summary:

This resolution approves the purchase of three (3) new vehicles that are needed for the Sheriff's Office totaling \$151,184. Two vehicles at a price of \$49,210 and the third is priced at \$52,764. These are new vehicles to fill out needs in the Kane County Sheriff's Office fleet. One vehicle will be marked and used as backup for Patrol; the other two will be unmarked vehicles for Investigations. The Sheriff's Office will make every attempt to recycle all emergency equipment from retiring vehicles and other parts on hand.



**2025 Ford Utility Interceptor
Contract #204**

\$47,615.00



Currie Motors Fleet

Nice People to do Business With

Production Begins May 2024

Hybrid Motors are Late Availability

2025 Model Year is Allocation Based upon Sales History and Subject to Commodity Restrictions



2025 Ford Utility Interceptor

\$47,615.00

Standard Features

MECHANICAL • 3.3L Police-Calibrated V6 Direct-Injection Hybrid Engine System –Standard • AWD Drivetrain Transmission – 10-speed automatic, police calibrated • Lithium-Ion Battery Pack • Brakes – Police calibrated high-performance regenerative braking system (Hybrid Only) • 4-Wheel heavy-duty disc w/heavy-duty front and rear calipers • Brake Rotors – large mass for high thermal capacity and calipers with large swept area. • Electric Power-Assist Steering (EPAS) – Heavy-Duty • DC/DC converter – 220-Amp • Cooling System – Heavy-duty, Engine oil cooler and transmission oil cooler • Engine Idle Hour Meter • Powertrain mounts – Heavy-Duty • Class III Trailer Hitch Receiver and (2) recovery hooks • Class III Trailer Tow Lighting Package • Wheels— Heavy-duty steel, vented with center cap— Full size spare tire w/TPMS • 50-State Emissions System • H8 AGM Battery • **Engine Idle Control** • **Manual Police Pursuit Mode**

EXTERIOR • Antenna, Roof-mounted • Cladding – Lower body-side cladding • Door Handles – Black • Exhaust, True Dual • **Daytime Running Lamps – Configurable ON/OFF through instrument cluster** • Door-Lock Cylinders (Front Driver / Passenger / Lift-gate) • Glass – 2nd Row, Rear Quarter and Lift-gate Privacy Glass • Grille – Black • Headlamps – Automatic, LED Low-and-High-Beam • Lift-gate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder • Mirrors – **Black Caps** **Power Electric Remote Heated Manual Folding with Integrated Spotter** • Spare – Full size 18" Tire w/TPMS • Spoiler – Painted Black • Lift-gate Handle • Tail lamps – LED • Tires – 255/60R18 A/S BSW • Wheel-Lip Molding – Black • Wheels – 18" x 8.0 painted black steel with polished stainless steel hub cover • Windshield – Acoustic Laminated • **Unity LED Drivers Spot Light** • **Rear Tail Light Housing**

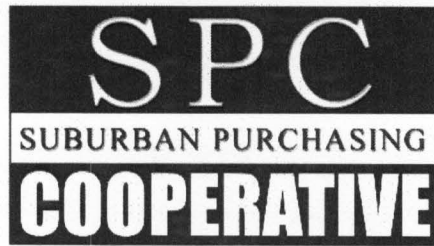
INTERIOR/COMFORT • Cargo Hooks in cargo area • Climate Control – Dual-Zone Electronic Automatic Temperature Control • Door-Locks – Power • **Rear-Door Handles and Locks In-Operable** • Fixed Pedals (Driver Dead Pedal) • Floor – Heavy-Duty Thermoplastic Elastomer • Glove Box – Locking/non-illuminated • Grab Handles • Heated Sanitization Solution • **Lift gate Release Switch located in overhead console (45 second timeout feature)** • Lighting – Overhead Console – Red/White Task Lighting in Overhead Console – 3rd row overhead map light • Mirror – Day/night Rear View • Particulate Air Filter • Power points – (1) First Row • Rear-door closeout panels • Rear-window Defrost • Scuff Plates – Front & Rear • Seats – 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters – 1st Row – Driver 6-way lower track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar) – 1st Row – passenger 2-way manual track (fore/aft. with manual recline) – Built-in steel intrusion plates in both driver/passenger seatbacks – 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) • Speed (Cruise) Control • Speedometer –

Calibrated (includes digital readout) •Steering Wheel – Manual / Tilt / Telescoping, Speed Controls and 4 user – configurable latching switches Sun visors, color-keyed, non-illuminated •Universal Top Tray – Center of I/P for mounting aftermarket equipment •Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature • **Power Passenger Seat • Courtesy Lights Disabled • Rear Dome Light •Aux. Rear A/C**

SAFETY/SECURITY •Advance Trac® w/RSC® •Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy®•Anti-Lock Brakes (ABS) with Traction Control • Brakes – Police calibrated high-performance regenerative braking system •Belt-Minder® (Front Driver / Passenger)•Child-Safety Locks •Individual Tire Pressure Monitoring System (TPMS)•LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations •**Rearview Camera viewable on 8" Center Stack** • Seat Belts, Pretensioner /Energy-Management System w/adjustable height in 1st Row •SOS Post-Crash Alert System™• Perimeter Alert • **Remote Keyless Fob •BLIS •Cross Traffic Brake Assist •Pre-Collision Mitigation System •Reverse Sensing System**

Police Up-fit Friendly •Consistent 11-inch space between driver and passenger seats for aftermarket consoles (9-inch center console mounting plate)•Console mounting plate •Dash pass-thru opening for aftermarket wiring •Headliner- easy to service •Two (2) 50 amp battery ground circuits – power distribution junction block (repositioned behind 2nd row seat floorboard). • **Grill Wiring •100 Watt siren/Speaker Prep Kit**

Functional •Audio— AM/FM / MP3 Capable / Clock / 4-speakers— SYNC® interface — Includes hands-free voice command support — USB Port — (1) — 8" Color LCD Screen Center- Stack "Smart Display"• Easy Fuel® Capless Fuel-Filler •Fleet Telematics Modem to support Ford Pro™ Telematics •Front door tether straps (driver/passenger)•Power pigtail harness •Simple Fleet Key; 4-keys•Two-way radio pre-wire •Two (2) 50 amp battery power circuits – power distribution junction block (behind 2nd row passenger seat floorboard)•Wipers – Front Speed- Sensitive Intermittent; Rear Dual Speed Wiper •Up fitter Interface System •PAITRO output tied to lift gate release switch •3 Year 36,000 Mile Warranty-5 Year 100,000 mile Powertrain Warranty •Delivery under 75 miles



Models

<input checked="" type="checkbox"/>	K8A	2025 Utility Interceptor Hybrid-Late Availability	47,615.00
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			

OPTIONS-Mechanical/Functional

<input checked="" type="checkbox"/>	99B-3.3L V-6 TI-VCT Motor NA with 99C Motor	-2661.00
<input type="checkbox"/>	99C-3.0L Eco boost	893.00
<input type="checkbox"/>	76D-Deflector Plate (engine and transmission shield)	320.00
<input type="checkbox"/>	41H-Block Heater	179.00
<input checked="" type="checkbox"/>	18X-100 Watt Siren Speaker (includes bracket and pig tail)	329.00
<input type="checkbox"/>	60R-Noise Suppression	94.00
<input type="checkbox"/>	67U-Ultimate Wiring Kit	602.00
<input checked="" type="checkbox"/>	67V-Connector Kit	188.00
<input checked="" type="checkbox"/>	85D-Front Console Mounting Plate Delete (NA with 67H, 67U, 85R)	NC
<input type="checkbox"/>	85R-Rear Mounting Plate (NA with 65U, 85D)	56.00
<input type="checkbox"/>	67H Ready For the Road Package-OEM Lighting and Wiring Package	3,532.00
<input checked="" type="checkbox"/>	18D-Global Lock/Unlock- Deletes 45 second Lift Gate Lock Release	N/C

Options-Exterior

<input type="checkbox"/>	16P Rear Bumper Step Pad	94.00
<input checked="" type="checkbox"/>	65L 18" Wheel Covers	65.00
<input type="checkbox"/>	Keyed Alike CODE _____	47.00
<input type="checkbox"/>	942-Daytime Running Light-Cannot be Reprogrammed	47.00
<input type="checkbox"/>	68G- Rear Door Locks Inoperable	STD
<input type="checkbox"/>	52P-Hidden Door Lock Plunger Includes 68G	150.00
<input checked="" type="checkbox"/>	43A-Rear Auxiliary Lights	376.00
<input type="checkbox"/>	96T-Rear Spoiler Traffic Light-Compatible with Interior Upgrade Package	1,410.00
<input type="checkbox"/>	51P-Drivers Side Spot Light Prep	132.00
<input type="checkbox"/>	51S-Dual Spot Lights-Unity	582.00
<input type="checkbox"/>	51T-Drivers Spot Light-Whelen	394.00
<input type="checkbox"/>	51V-Dual Spot Lights-Whelen	629.00
<input type="checkbox"/>	51W-Dual Spot Prep	264.00
<input type="checkbox"/>	Spot Light Delete	-376.00
<input checked="" type="checkbox"/>	63B-Side Marker Lights	320.00
<input checked="" type="checkbox"/>	63L-Quarter Glass Lights	546.00
<input checked="" type="checkbox"/>	66A-Front Headlamp Package	846.00
<input checked="" type="checkbox"/>	66B-Tail Lamp Package	405.00
<input checked="" type="checkbox"/>	66C-Rear Light Package	432.00
<input type="checkbox"/>	16D-Badge Delete	N/C
<input checked="" type="checkbox"/>	21L Front Auxiliary Light	546.00

Options-Interior

<input type="checkbox"/>	47E 12.1" Integrated Computer Screen	3,478.00
<input type="checkbox"/>	63V Cargo Vault (Lockable Small Compartment)	253.00
<input type="checkbox"/>	65U Interior Upgrade Package	367.00
<input type="checkbox"/>	92R Solar Tint 2 nd Row (Deletes Privacy Glass)	85.00
<input type="checkbox"/>	92G Solar Tint 2 nd Row and Cargo Area (Deletes Privacy Glass)	112.00
<input type="checkbox"/>	87M 4" Rear Camera (1/4 size Picture in Picture in Upper Left Quadrant of Display)	N/C
<input type="checkbox"/>		

<input type="checkbox"/>	16C Carpet Floor Covering	141.00
<input type="checkbox"/>	F6 Ebony Cloth Seating	51.00
<input type="checkbox"/>	90D Ballistic Door Panels (Level III +)-Driver Front Door Only	1495.00
<input type="checkbox"/>	90E Ballistic Door Panels (Level III+)- Driver and Passenger Front Doors Only	2979.00
<input type="checkbox"/>	90F Ballistic Door Panels (Level IV+)- Driver Front Door Only	2274.00
<input type="checkbox"/>	90G Ballistic Door Panels (Level IV +)- Driver and Passenger Front Doors Only	4541.00
<input type="checkbox"/>		
<input type="checkbox"/>		

Exterior Colors

<input type="checkbox"/>	E4-Vermillion Red	
<input type="checkbox"/>	JS-Iconic Silver	
<input type="checkbox"/>	LK-Dark Blue	
<input type="checkbox"/>	LM-Royal Blue	
<input type="checkbox"/>	M7-Carbonized Gray	
<input type="checkbox"/>	TN-Silver Grey Metallic	
<input type="checkbox"/>	UJ-Sterling Gray	
<input checked="" type="checkbox"/>	UM-Agate Black	
<input type="checkbox"/>	YZ-Oxford White	
<input type="checkbox"/>		

Miscellaneous Options

<input type="checkbox"/>	4-Corner LED Amber Strobes	1,395.00
<input type="checkbox"/>	Rustproofing (Does Not Include Undercoating)	395.00
<input type="checkbox"/>	Delivery Over 75 Miles	250.00
<input type="checkbox"/>	Certificate of Origin (Customer to Complete Licensing)	N/C
<input checked="" type="checkbox"/>	License and Title- Municipal Municipal Police	203.00
<input type="checkbox"/>	Passenger Title and Plates	351.00
<input type="checkbox"/>		

Title Name Kane County Sheriff
Title Address _____
Title City _____
Title Zip Code _____
Contact Name _____
Phone Number _____
PO Number _____
FIN CODE _____
Tax Exempt Number _____
Total Dollar Amount 49,210
Delivery Address _____

***Orders Require Signed Original Purchase Order and Tax Exempt Letter
Submitted to:**

Currie Motors Commercial Center

10125 W Laraway

Frankfort IL 60423

PHONE: (815) 412-3227

Tom Sullivan

tsullivan@curriemotors.com

Phone: (815) 464-9200

Nic Cortellini

ncortellini@curriemotors.com

Production is based upon Plant Scheduling and Commodity Restrictions Subject to Cancellation

Payment Due at Time of Delivery

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

PRESENTATION/DISCUSSION NO. TMP-24-2602

PROCLAMATION RECOGNIZING JUNE AS PRIDE MONTH 2024 IN KANE COUNTY, ILLINOIS



PROCLAMATION RECOGNIZING JUNE AS PRIDE MONTH 2024 IN KANE COUNTY, ILLINOIS

WHEREAS, Pride Month is a time to celebrate the LGBTQ+ community's resilience, contributions, and diversity; and

WHEREAS, celebrations include Pride parades, picnics, parties, workshops, symposia, and concerts, attracting millions of participants around the world; and

WHEREAS, Kane County upholds equality, inclusion, and respect for all individuals regardless of sexual orientation or gender identity; and

WHEREAS, Kane County recognizes the importance of fostering a community where everyone feels safe, valued, and empowered to live authentically; and

WHEREAS, it is imperative to confront and challenge discrimination and intolerance towards LGBTQ+ individuals, ensuring that our community is a place of acceptance and support for all.

THEREFORE, BE IT RESOLVED that the Kane County Board recognizes June 2024 as Pride Month. We encourage all residents to join in celebrating the LGBTQ+ community's achievements, promoting acceptance, and advancing equality for all.

Corinne M. Pierog, MA, MBA
Chairman, Kane County Board
Kane County, Illinois

Passed by the Kane County Board on August 13, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Agreement Between the Kane County Health Department and Aurora Public Library District for Naloxone Vending Machines

Committee Flow:

Public Health Committee, Executive Committee, County Board

Contact:

Michael Isaccson
630-208-3140

Budget Information:

Was this item budgeted? YES	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

Summary:

This agreement is between the Kane County Health Department (KCHD) and the Aurora Public Library District (APLD) for KCHD to provide a naloxone vending machine to be placed in the the Santori Library located on 101 S. River Street in Aurora Illinois. KCHD will be responsible for stocking this machine with the overdose reversal medication called naloxone as requested by APLD.

Agreement Between Kane County Health Department and Aurora Public Library District for Naloxone Vending Machines

This agreement (“Agreement”), effective on this 1th day of August, 2024, by and between the Kane County Health Department (hereinafter referred to as “KCHD”) and Aurora Public Library District (hereinafter referred to as “Organization”). For purposes of this Agreement, the KCHD and the Organization shall collectively be referred to hereinafter as “the Parties”.

RECITALS

WHEREAS, Naloxone is a prescription medication that can block and/or reverse the effects of an opioid overdose; and

WHEREAS, the Illinois Department of Public Health has issued the “Illinois Naloxone Standing Order” pursuant to the Substance Use Disorder Act (20 ILCS 301/5-23) and Executive Order 17-05; and

WHEREAS, the Naloxone Standing Order authorizes Naloxone Entities to obtain and/or distribute Naloxone, and other harm reduction supplies to those who may assist an individual suffering opioid-related overdose; and

WHEREAS, Naloxone Entities may include pharmacies, pharmacists, or Opioid Overdose Education and Naloxone Distribution Programs; and

WHEREAS, the KCHD has established an Overdose Education and Naloxone Distribution Program, which is registered with the Illinois Department of Human Service Division of Substance Use Prevention and Recovery’s Drug Overdose Prevention Program; and

WHEREAS, as a part of the KCHD Overdose Education and Naloxone Distribution Program, the Parties desire to work collaboratively to reduce overdose deaths in Kane County by allowing the KCHD to provide access to Naloxone in accordance to the Naloxone Standardized Procedure in a no cost vending machine located inside the Organization’s facility.

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

1. **Incorporation of Recitals.** All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.
2. **Scope of Collaboration.** The KCHD is a registered Overdose Education and Naloxone Distribution Program that is committed to reducing opioid overdose deaths in Kane County. Naloxone vending machines will allow broader access to opioid reversal nasal spray for individuals at Organization’s facility.

3. **Responsibilities of the KCHD.** The KCHD will:
 - A. Provide one (1) vending machine to be located in Organization's Santori Library facility;
 - B. Provide Naloxone and other harm reduction supplies to be stocked in the vending machine;
 - C. Review inventory and stock vending machine with Naloxone on a regular basis;
 - D. Provide education on overdose prevention and response for the Organization's employees and patrons.
4. **Responsibilities of Organization.** Organization will:
 - A. Provide space for a vending machine in an area that is near an electrical outlet, accessible to the general public, and is protected from direct sunlight;
 - B. Provide reasonable security measures consistent with Organization's policies and procedures to help protect the vending machine from damage;
 - C. Contact the KCHD when the vending machine requires a restock of Naloxone and other harm reduction supplies;
 - D. Contact the KCHD when repairs to the vending machine are necessary.
5. **Renewal, Termination and Amendment.** This Agreement and the terms contained herein shall commence on August 1, 2024 and shall continue until August 31, 2025 ("Initial Term"), subject to earlier termination as provided herein. This Agreement shall renew automatically for additional one-year terms ("Renewal Term") unless either party provides written notice to the other party at least thirty (30) days prior to the conclusion of the then current term of its intention not to renew. Either party may terminate this Agreement at any time with thirty (30) days written notice to the other. This Agreement, including the recitals, set forth the entire agreement between the parties with respect to the subject matter hereof and the Agreement shall be amended only in writing signed by both parties.
6. **General Matters.**
 - A. Neither Party will use the name of the other in any form of advertising or publicity without the express written permission of the other Party.
 - B. Organization agrees to indemnify and hold the Kane County Health Department and Kane County and their respective officers, employees, and agents harmless from any liability, claim, demand, judgment or costs, including reasonable attorney's fees, arising out of or in connection with the Agreement.
 - C. In the event any portion of this Agreement is deemed to be invalid or unenforceable, such portion shall be deemed severed and the parties agree that the remaining portions of this Agreement shall remain in full force and effect.
 - D. Neither party may assign or otherwise transfer this Agreement without the written consent of the other party. This Agreement shall inure to the benefit of and bind the parties hereto and their respective legal representatives, successors and assigns.
 - E. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and the County of Kane. Any action brought under or which relates to this Agreement shall be brought in Kane County, Illinois.

- F. This Agreement may be executed in counterparts in the same form and such parts so executed shall together form one original document and be read and construed as if one copy of the Agreement had been executed.
- G. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.
- H. The Parties represent that all necessary acts have been taken to authorize and approve this agreement in accordance with applicable law, and this Agreement, when executed by the Parties hereto, shall constitute a binding obligation of the Parties, legally and enforceable at law and equity against both.
7. **Notice**. Any notice to be given under the provisions of this Agreement shall be provided to the following addresses:

KCHD:

Michael Isaacson, MPH
Executive Director
Kane County Health Department
1240 N. Highland Ave, Suite 27
Aurora, IL 60506
PH: 630-208-3140
Email: isaacsonmichael@kanecountyIL.gov

Aurora Public Library District:

Michaela Haberkern
Executive Director
101 S. River St.
Aurora, IL 60506
PH: 630-264-4106
Email: mhaberkern@aurorapubliclibrary.org

IN WITNESS WHEREOF, each Party represents that the individuals signing this Agreement have the authority to sign in the capacity indicated.

Kane County Health Department:

By: _____

Date: _____

Michael Isaacson, Executive Director

Aurora Public Library District:

By: _____

Date: _____

Michaela Haberkern, Executive Director

Passed by the Kane County Board on August 13, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Agreement Between the Kane County Health Department and Copley Memorial Hospital for Naloxone Vending Machines

Committee Flow:

Public Health Committee, Executive Committee, County Board

Contact:

Michael Isaccson
630-208-3140

Budget Information:

Was this item budgeted? YES	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

Summary:

This agreement is between the Kane County Health Department (KCHD) and Copley Memorial Hospital (CMH) for KCHD to provide a naloxone vending machine to be placed in the Copley Memorial Hospital located on 2000 Ogden Ave, in Aurora Illinois. KCHD will be responsible for stocking this machine with the overdose reversal medication called naloxone as requested by CMH.

Agreement Between Kane County Health Department and Copley Memorial Hospital, Inc. for Naloxone Vending Machines

This agreement (“Agreement”), effective on this August 1, 2024, by and between the Kane County Health Department (hereinafter referred to as “KCHD”) and Copley Memorial Hospital, Inc. (hereinafter referred to as “Organization”). For purposes of this Agreement, the KCHD and the Organization shall collectively be referred to hereinafter as “the Parties”.

RECITALS

WHEREAS, Naloxone is a prescription medication that can block and/or reverse the effects of an opioid overdose; and

WHEREAS, the Illinois Department of Public Health has issued the “Illinois Naloxone Standing Order” pursuant to the Substance Use Disorder Act (20 ILCS 301/5-23) and Executive Order 17-05; and

WHEREAS, the Naloxone Standing Order authorizes Naloxone Entities to obtain and/or distribute Naloxone, and other harm reduction supplies to those who may assist an individual suffering opioid-related overdose; and

WHEREAS, Naloxone Entities may include pharmacies, pharmacists, or Opioid Overdose Education and Naloxone Distribution Programs; and

WHEREAS, the KCHD has established an Overdose Education and Naloxone Distribution Program, which is registered with the Illinois Department of Human Service Division of Substance Use Prevention and Recovery’s Drug Overdose Prevention Program; and

WHEREAS, as a part of the KCHD Overdose Education and Naloxone Distribution Program, the Parties desire to work collaboratively to reduce overdose deaths in Kane County by allowing the KCHD to provide access to Naloxone in accordance to the Naloxone Standardized Procedure in a no cost vending machine located inside the Organization’s facility.

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

1. **Incorporation of Recitals.** All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.
2. **Scope of Collaboration.** The KCHD is a registered Overdose Education and Naloxone Distribution Program that is committed to reducing opioid overdose deaths in Kane County. Naloxone vending machines will allow broader access to opioid reversal nasal spray for individuals at Organization’s facility.

3. **Responsibilities of the KCHD.** The KCHD will:
 - A. Provide one (1) vending machine to be located in Organization's facility;
 - B. Provide Naloxone and other harm reduction supplies to be stocked in the vending machine;
 - C. Review inventory and stock vending machine with Naloxone on a regular basis;
 - D. Provide education on overdose prevention and response for the Organization's employees and patrons.
4. **Responsibilities of Organization.** Organization will:
 - A. Provide space for a vending machine in an area that is near an electrical outlet, accessible to the general public, and is protected from direct sunlight;
 - B. Provide reasonable security measures consistent with Organization's policies and procedures to help protect the vending machine from damage;
 - C. Contact the KCHD when the vending machine requires a restock of Naloxone and other harm reduction supplies;
 - D. Contact the KCHD when repairs to the vending machine are necessary.
5. **Renewal, Termination and Amendment.** This Agreement and the terms contained herein shall commence on August 1, 2024 and shall continue until August 1, 2025 ("Initial Term"), subject to earlier termination as provided herein. This Agreement shall renew automatically for additional one-year terms ("Renewal Term") unless either party provides written notice to the other party at least thirty (30) days prior to the conclusion of the then current term of its intention not to renew. Either party may terminate this Agreement at any time with thirty (30) days written notice to the other. This Agreement, including the recitals, set forth the entire agreement between the parties with respect to the subject matter hereof and the Agreement shall be amended only in writing signed by both parties.
6. **General Matters.**
 - A. Neither Party will use the name of the other in any form of advertising or publicity without the express written permission of the other Party.
 - B. Neither party to this Agreement shall be liable for any negligent or wrongful act chargeable to the other party unless such liability is imposed by a court of competent jurisdiction. This Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties.
 - C. In the event any portion of this Agreement is deemed to be invalid or unenforceable, such portion shall be deemed severed and the parties agree that the remaining portions of this Agreement shall remain in full force and effect.
 - D. Neither party may assign or otherwise transfer this Agreement without the written consent of the other party. This Agreement shall inure to the benefit of and bind the parties hereto and their respective legal representatives, successors and assigns.

- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and the County of Kane. Any action brought under or which relates to this Agreement shall be brought in Kane County, Illinois.
 - F. This Agreement may be executed in counterparts in the same form and such parts so executed shall together form one original document and be read and construed as if one copy of the Agreement had been executed.
 - G. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.
 - H. The Parties represent that all necessary acts have been taken to authorize and approve this agreement in accordance with applicable law, and this Agreement, when executed by the Parties hereto, shall constitute a binding obligation of the Parties, legally and enforceable at law and equity against both.
7. **Notice.** Any notice to be given under the provisions of this Agreement shall be provided to the following addresses:

KCHD:

Michael Isaacson, MPH
Executive Director
Kane County Health Department
1240 N. Highland Ave, Suite 27
Aurora, IL 60506
PH: 630-208-3140
Email: isaacsonmichael@kanecountyIL.gov

Copley Memorial Hospital:
2000 Ogden Avenue
Aurora, IL 60504
Attn: David Petasnick

With a copy to:
RUSH Legal
1700 W. Van Buren, Suite 301
Chicago, IL
60612
Attn: General Counsel

IN WITNESS WHEREOF, each Party represents that the individuals signing this Agreement have the authority to sign in the capacity indicated.

Kane County Health Department:

By: _____

Date: _____

Michael Isaacson, Executive Director

Copley Memorial Hospital, Inc.

By: _____

Date: _____

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board authorizes and directs the Kane County Human Resources Department and Kane County Finance Department to set the following salary ranges for Professional Engineer titles with:

Civil Engineer III to Grade 443, Civil Engineer IV to Grade 444, Civil Engineer V to Grade 445, and Civil Engineer VI to Grade 717 as adopted and initially identified within "Exhibit B" of Resolution No. 23-541.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Kane County Board authorizes KDOT to make pay adjustments greater than the five percent limit established in the Compensation and Position Management policy for salary adjustments associated with new hire salaries and for promotions, provided that such adjustments do not exceed the 3rd Quartile (75%) maximum salary range for the position.

Passed by the Kane County Board on August 13, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Pay Grade Changes, Pay Adjustments for Equity within Pay Grades for Promotions, for the Kane County Division of Transportation

Committee Flow:

Transportation Committee, Finance & Budget Committee, Human Services Committee, Executive Committee, County Board

Contact:

Tom Rickert, 630.406.7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

Summary:

KDOT currently has five (5) vacant and budgeted Professional Engineer (PE) positions across the Design, Construction, Traffic Operations, and Permitting departments due to current salary ranges not being commensurate with the current market salaries for similar positions in the Chicagoland area. These vacancies are ~40% of our engineering positions. As such, a number of transportation programs have been temporarily supplemented with more costly contractual engineering services and/or paused or slowed until the five (5) engineering job positions are filled with qualified and technically skilled employees that will help to ensure a reasonable level of public safety and the level of service that the public has come to know and expect.

These positions have been advertised for a period of time now with little interest. As such, staff is recommending the following minimal changes to the position grades for an increase of approximately 5 percent in the salary ranges in hope of attracting applicants:

- Civil Engineer III: Move to Grade 443 from Grade 442
- Civil Engineer IV: Move to Grade 444 from Grade 443
- Civil Engineer V : Move to Grade 445 from Grade 444
- Civil Engineer VI: Move to Grade 717 from Grade 716

The five (5) vacant positions are budgeted and approved by the County Board at \$479,549 and averages at approximately \$96,000 a position. This change for the five (5) PE vacancies, depending on the qualifications, allows KDOT to offer a salary between \$80,933.30 to \$117,084.97 or \$122,886.65 depending on the position. This equates to approximately a 5% increase and may still not be enough to attract applicants but is an important step forward.

Recruiting and retaining in-house engineers to oversee public and private development projects is at a critical place with programs needing to progress and addressing personnel changes. The vacancies are already affecting safety, morale, grant utilization, our ability to implement projects, and, as discussed over the past year, is costing the county around \$1-1.5M annually in delays, value engineering, and utilizing professional services to supplement the staffing shortage.

Staff recommends approval.

KDOT

Personnel Considerations – Professional Engineers (PE)

Professional Engineering Positions (5 vacant positions)

- Salary ranges inadequate
- Last Professional Engineer (PE) new hire over 2.5 years ago
- Five (5) of thirteen (13) PE positions now vacant ~40%
- Presented hiring issues over 2 years ago & requested external equity study
- Job Postings – have posted on County, Indeed, LinkedIn, Gov HR, trade job boards (APWA, IACE, IACO, etc.) and Handshake, a college career platform
- Minimal applications – applicants seeking higher salary
- Recently lost PE to neighboring County for ~ 25% higher salary

Impacts of Vacancies: Traffic Safety Group and efforts paused, Bridge Program and other project management slowed/paused which also impacts ability to progress projects and seek grants, cost savings from Value Engineering less, permit reviews slowed, construction inspections less frequent or contracted, more contractual services for traffic operation, etc.

KDOT

Personnel Considerations – Professional Engineers (PE)

Adjustments to Professional Engineering Positions

- Creates potential ability to hire and retain Professional Engineers
- Depending on Qualifications (DOQ), salary costs for 5 PE positions could range from ~\$400,000 (more entry level) to \$600,000 (high level skills)
- Adopted FY2025 Salary Budget for the positions is ~\$480,000
- Only impacts Civil Engineer PE positions
- ~\$480,000 plus benefits (~\$200K) for 5 Professional Engineer positions vs. \$1,420,000 for equivalent contractual services

Some Benefits: Increased safety for the public. Annual cost savings to County ~\$750,000 in contractual services plus savings that result from in-house design/construction “value or management engineering”. KDOT typically sees \$0.5-\$1M annually just in construction. Improved review times for municipal and county developments. Enhanced asset management and maintenance.

KDOT Vacancies

Personnel Considerations – Professional Engineers

Permit & Traffic Engineer – Civil Engineer III-IV

- Job Description (attached) - Design Review & Specification Engineer for Permit Projects for County (10%) and Municipal (90%) developments and zonings, etc.
- Vacant 12 months – Salary Range Issues
- Proposed Kane County Grade Scales – 443 or 444 (5% increase)
- New Salary Range ~ \$80,933.30 up to \$127,729.06 DOQ
- Director offer authority (75%) increased to \$117,084.97 DOQ
- Equivalent Contractual Services ~ \$270,000 Annually – estimated from current contracts

Traffic Operations Engineer – Civil Engineer III-V

- Job Description (attached) - Signal Operations, Electrical Maintenance, Traffic Safety Group, traffic & speed studies, etc.
- Vacant 4 months – Salary Range Issues
- Proposed Kane County Grade Scales – 443, 444, or 445 (5% increase)
- New Salary Range ~ \$80,933.30 up to \$134,058.16 DOQ
- Director offer authority (75%) increased to \$122,886.65 DOQ
- Equivalent Contractual Services ~ \$300,000 Annually – estimated from current contracts

KDOT Vacancies

Personnel Considerations – Professional Engineers

Project Manager – Civil Engineer III-V

- Job Description (attached) - Design Engineer, Asset Management, Project & Program development, etc.
- Vacant 1 year – Salary Issues
- Proposed Kane Grade Scale – 443, 444, or 445 (5% increase)
- New Salary Range ~ \$80,933.30 up to \$134,058.16 DOQ
- Director offer authority (75%) increased to \$122,886.65 DOQ
- Equivalent Contractual Services ~ \$300,000 Annually – estimated from current contracts

Project Manager – Civil Engineer III-V

- Job Description (attached) - Primary Bridge & Structural Engineer, Inspection & Design reviews, Program development, etc.
- Vacant 3 years – Salary Issues
- Proposed Kane Grade Scale – 443, 444, or 445 (5% increase)
- New Salary Range ~ \$80,933.30 up to \$134,058.16 DOQ
- Director offer authority (75%) increased to \$122,886.65 DOQ
- Equivalent Contractual Services ~ \$300,000 Annually – estimated from current contracts

KDOT Vacancies

Personnel Considerations – Professional Engineers

Construction Manager – Civil Engineer III-IV

- Job Description (attached) - Resident Engineer – field engineering, inspections, cost saving value engineering, reports, Township assistance, etc.
- Vacant 12 months – Salary Range Issues
- Proposed Kane County Grade Scales – 443 or 444 (5% increase)
- New Salary Range ~ \$80,933.30 up to \$127,729.06 DOQ
- Director offer authority (75%) increased to \$117,084.97 DOQ
- Equivalent Contractual Services ~ \$250,000 Annually – estimated from current contracts

EXHIBIT "A"

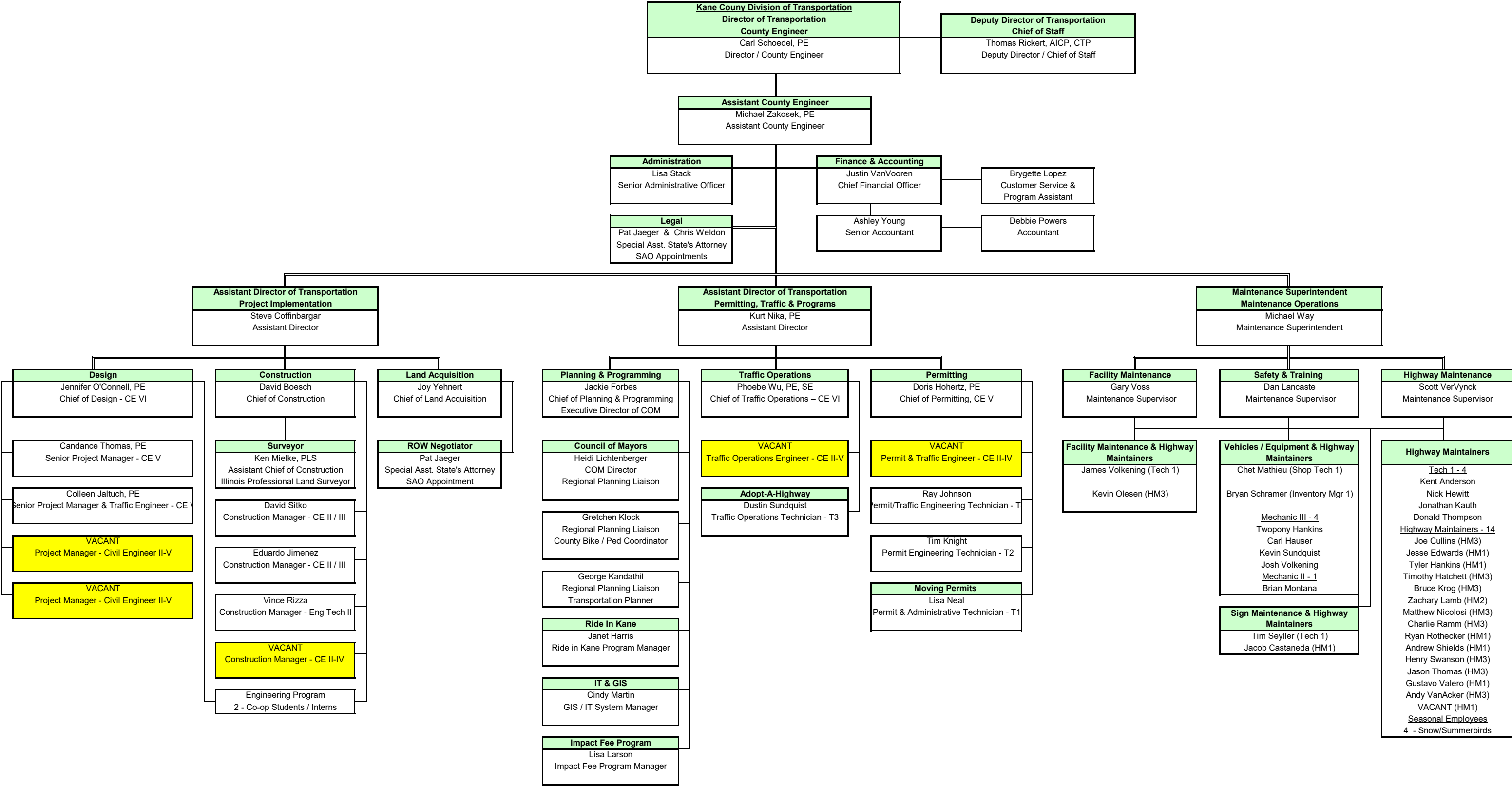


EXHIBIT “B” - ENGINEER CLASSIFICATIONS (revised 6-17-2024)

Project & Construction Managers – Civil Engineer I **Grade 441**

Bachelor’s Degree in Engineering Required (ABET/EAC accredited)
Entry Level – not a Professional Engineer (PE Licensed) or EIT (Engineer-in-Training)
Receives supervision with mentored experience from PE

Project & Construction Managers – Civil Engineer II **Grade 441**

Bachelor’s Degree in Engineering Required (ABET/EAC accredited)
Passed FE Exam - EIT (Engineer-in-Training)
3-10+ Years of Experience with no EIT
Developing professional knowledge & skills
Increasing independence with mentored experience from PE

Project & Construction Managers – Civil Engineer III **Grade 443**

Professional Engineer (PE License Required)
1-5 Years of Experience as PE
Performs moderate engineering tasks
Continuing Education & Professional Certifications Required
Independent investigations and prepares portions of design & project documents

Project & Construction Managers – Civil Engineer IV **Grade 444**

Professional Engineer (PE License Required)
6-10+ Years of Experience as PE
Performs complex engineering tasks
Continuing Education & Professional Certifications Required
Acts independent and responsible in charge of engineers & consultants for major projects

Senior Project & Construction Managers – Civil Engineer V **Grade 445**

Professional Engineer (PE License Required)
15+ Years of Experience as PE
Continuing Education & Professional Certifications Required
Independently applies extensive & diverse knowledge in engineering
Supervises, leads, develops programs & is responsible in charge of various major projects
Reports to County Board Transportation & Development Committees

Chiefs (department directors) – Civil Engineer VI **Grade 717**

Professional Engineer (PE License Required)
15+ Years of Experience as PE & Personnel Management Experience
Continuing Education & Professional Certifications Required
Independently applies extensive & diverse knowledge in complex engineering
Leads, develops programs & is responsible in charge of department & various projects
Reports to County Board Committees, supervises department & budget development

JOB POSTING

May 29, 2024

TRANSPORTATION

Project Manager – Civil Engineer II, III, IV or V

**\$75,000 - \$115,000 / YR DOQ
40HRS/WEEK**

The Kane County Division of Transportation (KDOT) is seeking applications for the position of Project Manager – Civil Engineer II-V. The position functions as a project manager for the administration, design, and management of multiple engineering projects, contracts, and consultants. This individual reports directly to the Chief of Design and will implement engineering projects and take necessary steps to ensure that the project progresses and is completed on schedule and within budget. The employee will successfully plan, design, and execute capital improvement projects which often includes coordination with various local and state agencies. Additionally, this position will provide technical direction to consultants and other staff on design requirements, and will coordinate and execute requests for traffic and speed studies. This position assists the Chief of Construction in the management and/or coordination of any construction or construction management contract including in-field design changes and testing.

Some duties and responsibilities may occur outside of regular work hours. The position requires above-average written and oral communication and organizational skills, the ability to work well with others, and effectively manage time. The job requires extensive use of computers and engineering programs for project management and traffic modeling. Overtime work may be required depending on the projects assigned.

The candidate should meet the following job requirements to be considered for the position:

- Bachelor of Science Degree in Civil Engineering and, at a minimum, the possession of an Engineer-in-Training (EIT) license issued by the State of Illinois is required for a Civil Engineer Level II.
- Possession of a Professional Engineer (PE) license issued from the State of Illinois is **required** for Civil Engineer Levels III to V.
- Minimum 3 years of experience in highway design, safety, and traffic management.
- Knowledge of highway ordinances, codes, MUTCD Manual, federal and state design and construction standards, and state statutes
- Possession of a valid Illinois Driver's license

Salary will depend upon the qualifications and experience of the desired candidate.

Application deadline: Open till filled

Please go to www.countyofkane.org under the Employment tab to complete the online application and EEO form, upload your cover letter, resume and references.

**Applicants must submit to a criminal background check.
EEO Employer/Program.**

JOB POSTING

May 29, 2024

TRANSPORTATION

Traffic Operations Engineer – Civil Engineer II, III, IV or V

\$75,000 - \$115,000 / YR DOQ

40HRS/WEEK

The Kane County Division of Transportation (KDOT) is seeking applications for the position of Traffic Operations Engineer. The position is responsible for the deployment, operations, and maintenance of safe and effective traffic control devices and electrical facilities, such as street signs, street lighting, traffic signals, and associated fiber optic infrastructure. This individual reports directly to the Chief of Traffic Operations will manage electrical contractors, establish procedures on and facilitate execution of traffic studies, leverage various intelligent transportation systems, and support regional and departmental traffic operational goals to ensure uniformity in use and application of best practices. Specific duties include:

- development and management of the triennial traffic signal and street lighting maintenance contract, traffic operations consultant contract, and traffic network consultant contract
- develop and manage 14,000+ roadway signage assets via software, and direct work orders
- oversee the Arterial Operations Center activities, including the video wall, ATMS, etc.
- public, municipal and township coordination for safe and efficient travel of motoring public
- perform technical review, direction, and inspection of permit & capital improvements
- direct electric facility activations of traffic signal, street lighting, and/or fiber optic systems
- develop, update, and administer traffic operations standards, details, and specs
- develop and track traffic operations energy billings
- manage county asset damage/loss claims incurred for electrical facility repairs
- help facilitate Traffic Operations Safety Group and respond to public and elected officials

Some duties and responsibilities may occur outside of regular work hours. The position requires above-average written and oral communication and organizational skills, the ability to work well with others, and effectively manage time. The job requires extensive use of computers and engineering programs for traffic signal management and modeling.

The candidate should meet the following job requirements to be considered for the position:

- Bachelor of Science Degree in Civil Engineering from an ABET/EAC-accredited program and, at a minimum, the possession of an Engineer-in-Training (EIT) license issued by the State of Illinois for a Civil Engineer Level II.
- Possession of a Professional Engineer (PE) license issued from the State of Illinois is required for Civil Engineer III to V.
- Possession of a Professional Traffic Operations Engineer (PTOE) designation is desired
- Minimum 5 years of experience in transportation and traffic project management, which includes with hands-on experience/exposure with traffic equipment or signal controllers.
- Knowledge of highway ordinances, codes, MUTCD Manual, federal and state design and construction standards, and state statutes
- Possession of a valid Illinois Driver's license

Salary will depend upon the qualifications and experience of the desired candidate.

Application deadline: Open till filled

JOB POSTING

May 29, 2024

TRANSPORTATION

\$75,000 - \$110,000 / YR DOQ

Construction Manager – Civil Engineer II, III or IV

40 HRS/WK

Kane County Division of Transportation (KDOT) is seeking applications for a Construction Manager – Civil Engineer II, III or IV. This position assists the Chief of Construction and Assistant Chief of Construction in all aspects of project construction management, design and administration, and ensuring that Division's capital improvement projects are constructed according to plan, specifications and estimates in a safe and timely manner. This position manages multiple consultant construction engineering contracts and assumes the Resident Engineer position for projects for the Division as directed. This position assists with design, execution and management of all Township paving programs, coordinates with other KDOT departments to ensure proper project and program coordination, and acts as liaison to residents, business owners, elected officials, and other government agencies during implementation of capital and permit projects. This position functions as the Division's Materials Testing and Inspection Officer, remains current on material requirements and BMPs and is liaison between contractors, County, testing agencies, IDOT, and other agencies..

The preferred candidate must have the ability to effectively manage time and workload as well as deal with the public in a professional manner – and answer and communicate effectively about construction projects. The job also requires significant time in the field performing construction management and review as described above. Overtime work during peak construction times is required depending on the projects assigned. The job requires extensive use of computers and project programs.

The candidate should meet the following job requirements to be considered for this position:

- Bachelor of Science Degree in Civil Engineering and, at a minimum, the possession of an Engineer-in-Training (EIT) license issued by the State of Illinois is required for a Civil Engineer Level II.
- Possession of a Professional Engineer (PE) license issued from the State of Illinois is **required** for Civil Engineer Levels III and IV.
- Minimum 3 years of experience in highway design, safety, and traffic management preferred.
- Knowledge of highway ordinances, codes, MUTCD Manual, federal and state design and construction standards, and state statutes.
- Possession of a valid Illinois Driver's license.

Application deadline: Open till filled

Please go to www.countyofkane.org under the Employment tab to complete the online application and EEO form, upload your cover letter, resume and references.

**Applicants must submit to a criminal background check.
EEO Employer/Program.**

JOB POSTING

May 29, 2024

TRANSPORTATION

Permit & Traffic Engineer – Civil Engineer II, III or IV

\$75,000 - \$110,000 / YR DOQ

40 HRS/WK

Kane County Division of Transportation (KDOT) is seeking applications for a Permit & Traffic Engineer. This position evaluates and directs engineering designs for development activities and highway permit submittals, develops and reviews traffic studies, and performs other highway permitting and related traffic engineering duties as assigned. The employee must successfully coordinate permit improvement projects with various permittees, townships, municipalities, and the State of Illinois (IDOT) to provide for the safe and efficient travel of the public. The position determines the design requirements in regards to development reviews, access design, traffic reviews, and reports highway safety and efficiency concerns to the Chief of Permitting.

The preferred candidate must have the ability to deal with the public in a professional manner – and answer and communicate effectively about highway design and traffic concerns. The position requires knowledge of highway design and the ability to read and understand professional Civil Engineering drawings. The preferred candidate must have knowledge of and experience working with the Manual of Uniform Traffic Control Devices. The job requires extensive use of computers and engineering programs such as BlueBeam, HCS, and other traffic modeling software. Overtime work during peak construction times is required depending on the projects assigned.

The candidate should meet the following job requirements to be considered for this position:

- Bachelor of Science Degree in Civil Engineering and, at a minimum, the possession of an Engineer-in-Training (EIT) license issued by the State of Illinois is required for a Civil Engineer Level II.
- Possession of a Professional Engineer (PE) license issued from the State of Illinois is **required** for Civil Engineer Levels III or IV.
- Minimum 3 years of experience in highway design, safety, and traffic management preferred.
- Knowledge of highway ordinances, codes, MUTCD Manual, federal and state design and construction standards, and state statutes.
- Possession of a valid Illinois Driver's license.

Salary will depend upon the qualifications and experience of the desired candidate.

Application deadline: Open till filled

Please go to www.countyofkane.org under the Employment tab to complete the online application and EEO form, upload your cover letter, resume and references.

**Applicants must submit to a criminal background check.
EEO Employer/Program.**



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving Adopt-A-Highway Applicants

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Michael Way, 630.406.7359

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

Summary:

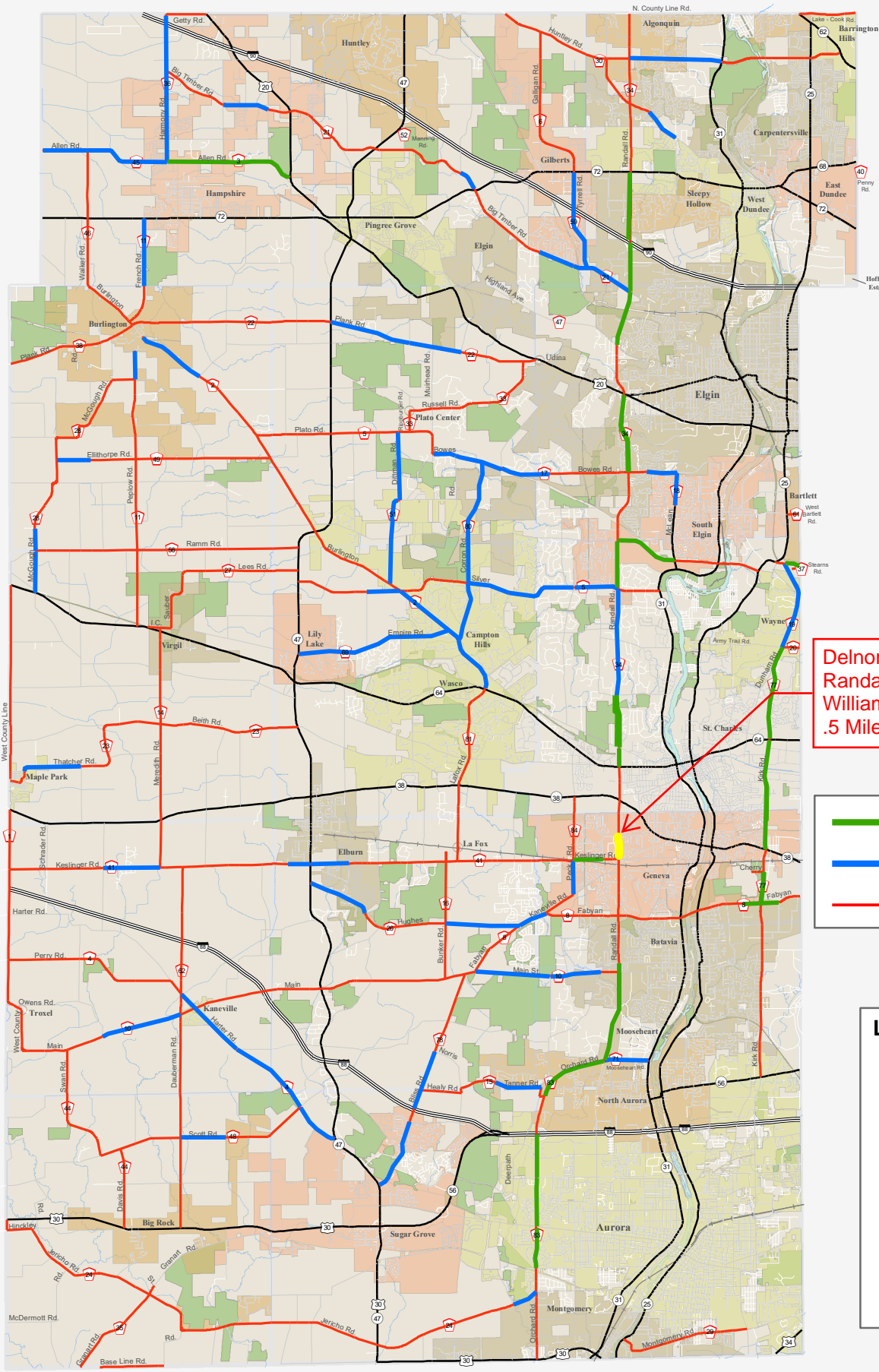
Pursuant to Kane County Board Ordinance No. 13-267, Kane County Adopt-A-Highway Program, staff requests consideration of the attached resolution which approves the following Adopt-A-Highway applicant(s).

NEW APPLICANT:

1. Delnor Hospital Operating Room Team
Randall Road from Keslinger Road to Williamsburg Drive
.5 Mile (Both Sides)

EXHIBIT A

<u>Applicants (NEW)</u>	<u>Road</u>	<u>Distance</u>
Delnor Hospital Operating Room Team	Randall Road from Keslinger Road to Williamsburg Drive	.5 Mile (Both Sides)



Delnor Hospital Operating Room T
Randall Road from Keslinger Road
Williamsburg Drive
.5 Mile (both sides)

- Half Route
- Full Route
- KDOT Jurisdiction

Legend

- Interstates
- US Roads
- State Roads
- County Roads
- Other Roads
- Rail Roads
- County Boundary
- Township Boundary
- Fox River
- Forest Preserves
- Municipalities

Adopt-A-Highway Map July 1, 2024

0 3,100 6,200 12,400 18,600 24,800
Feet

0 1 2
Miles

M:\DotserverD\USERS\Personal\Martin\GIS\AAH\AAHmap.mxd



NOW, THEREFORE, BE IT RESOLVED that the Kane County Board approves and authorizes a contract for the purchase salt from the lowest responsible bidder, Skyline Salt Solution, LLC of Dubuque, Iowa in the amounts as indicated hereinabove and that the County Board Chairman is hereby authorized and directed to execute a contract and contractor's bond therefor; and

BE IT FURTHER RESOLVED that the Kane County Board herby appropriate One Hundred Sixty Thousand Dollars (\$160,000.00) from the County Highway Matching Fund #303, Line Item #60390 (Rock Salt) and Seven Hundred Fifty-Two Thousand Dollars (\$752,000.00) from the Motor Fuel Local Option Fund #304, Line Item #60390 (Rock Salt) for a total appropriation of Eighty Hundred Twenty-Five Thousand Six Hundred Dollars (\$912,000.00) for KDOT purchases.

Line Item: 303.520.523.60390 and 304.520.524.60390

Line Item Description: Rock Salt

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes

Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on August 13, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving 2025 Purchase of Ice Control Salt for the Kane County Division of Transportation and for Participating Governmental Agencies (Bid 24-033-TK)

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Michael Way, 630.406.7359

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$912,000.00
If not budgeted, explain funding source: N/A	

Summary:

For the 2024-2025 winter season, the Kane County Division of Transportation (KDOT) and the participating governmental agencies will be using rock salt for part of their snow and ice removal on the County and other local/township highway systems.

KDOT worked with the County Purchasing Department to bid (Bid 24-033-TK) both enhanced “treated” salt and untreated “dry” salt for both KDOT and the other participating governmental agencies.

The contracts are bid based on salt usage estimates and allow KDOT and the Participating Governmental Agencies to purchase 80%-150% of the contract amount. KDOT’s annual salt usage is approximately 9,500 tons. Based on current salt amounts on hand, we estimate that we will need to purchase 8,000 tons of salt. Thus, the KDOT contract would allow for a minimum purchase of 6,400 tons and a maximum purchase of 10,600 tons.

KDOT has the ability to make its own treated salt from dry salt with County staff using specialized equipment and will do so when the bid prices are such that it is cost effective.

On May 22, 2024, five (5) bids were opened for both treated and dry salt. The lowest qualified bidder for treated salt was Skyline Salt Solution LLC at a price of \$86.00 per ton. The lowest qualified bidder for dry salt was Skyline Salt Solution LLC at a price of \$76.00 per ton. Based on these bid prices, KDOT will purchase all 8,000 tons as treated salt.

Staff recommends approval to award the treated salt bid and dry salt to Skyline Salt Solution LLC.

Staff also recommends approval of the appropriation for KDOT’s purchase of the treated salt. This is in the proposed FY25 Budget.

The County does not need to appropriate for the townships or other local agencies.

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

719 S. Batavia Avenue, Bldg. A.
Geneva, Illinois 60134

Telephone: (630) 232-5929
Fax: (630) 208-5107



May 22, 2024

PROCUREMENT SYNOPSIS

Requesting Department:	Kane County Division of Transportation
Procurement Name:	Bid 24-033-TK - Bulk Rock Salt
Recommended Vendor:	Skyline Salt Solutions, LLC
Amount of Award:	Enhanced Treated Salt at \$86.00/Ton & Plain Salt at \$76.00/Ton

NOTIFICATION AND RESPONSE

Public Notices: • BidNet • Dailey Herald News

Advertising Date:	April 22, 2024	Notices sent/Plan holder: 19/19
Bid Due Date:	May 14, 2024	Proposal Received: 5

PURPOSE

This contract seeks an authorized and qualified Vendor to furnish and deliver rock salt (treated and untreated) for snow and ice control for the Division of Transportation and other specified Local Governmental Units participating in this joint purchase venture.

Kane County Division of Transportation evaluated and compared all bids per specifications and contract requirements and determined that Skyline Salt Solutions, LLC of Dubuque, IA was the most responsive, responsible bidder to provide these services at the highest quality and value. Please reference the attached ordering quantity.

VENDORS	BASE BIDS		PRICING EXTENSION	
	ENHANCED TREATED SALT/TON	PLAIN SALT/TON	ENHANCED TREATED SALT/TON	PLAIN SALT/TON
Skyline Salt Solution, LLC – Dubuque, IA	\$86.00	\$76.00	\$86.00	\$76.00
Compass Minerals America – Overland Park, KS	\$90.12	\$79.71	\$100.12	\$89.71
Cargill, Inc – N. Olmsted, OH	\$90.95	\$80.05	Call for Availability	Call for Availability
Salt XChange, Inc., Aurora, IL	\$92.25	\$81.50	Call for Availability	Call for Availability
Morton Salt – Chicago, IL	\$99.32	\$79.32	\$119.32	\$99.32

Based on cost, experience, and bid compliance, the Kane County Division of Transportation and staff recommends awarding the contract for the bulk delivery of “Enhanced Treated Salt” and “Plain Salt/Untreated” to Skyline Salt Solution, LLC of Dubuque, IA pending approval by Committee and full Kane County Board’s approval.

Submitted By:
Tim Keovongsak, CPPB
Kane County Purchasing Department

cc: KDOT

Bid 24-033-TK Bulk Rock Salt **Quantity – “Treated Salt”**

PARTICIPATING GOVERNMENTAL AGENCIES for 2024-2025

Lowest responsive bidder: Skyline Salt Solution, LLC. – Dubuque, IA

<u>AGENCIES LOCATIONS & CONTACTS</u>	<u>Salt (Tons)</u>
AURORA – 220 BUTTERFIELD RD., NORTH AURORA, IL 60542 – JASON OWENS	700
BATAVIA – 131 FLINN DR., BATAVIA, IL 60510 – CHRIS LONG	200
BIG ROCK – PO BOX 63 BIG ROCK, IL 60511 – WADE THOMPSON	200
BLACKBERRY – 43W989 OAK LEAF DR., ELBURN, IL 60119 – ROD FEECE	800
BURLINGTON – PO BOX 129, BURLINGTON, IL 60109 – TODD GRAY	500
CAMPTON – 05N790 ROUTE 47 MAPLE PARK, IL 60151 – SAM GALLUCCI	0
DUNDEE – 1900 SLEEPY HOLLOW RD., DUNDEE IL. 60118 – DAVE SCHULZ	400
ELGIN – 725SOUTH MCLEAN BLVD., ELGIN, IL 60123 – JASON KRABBE	1000
GENEVA – 400 WHEELER DR., GENEVA, IL 60134 – MICHAEL ABTS	0
HAMPSHIRE – PO BOX 833 HAMPSHIRE, IL 60140 – DAN ROWLETT	500
KANEVILLE – 3S015 DAUBERMAN RD., ELBURN, IL 60119 – DALE PIERSON	200
PLATO – 10N924 RIPPBURGER RD., PLATO CENTER, IL 60124 – LARRY TRAINOR	900
RUTLAND – 16N491 POWER RD., GILBERT, IL 60136 – JOHN ALES	350
SAINT CHARLES – 1725 DEAN ST., SAINT CHARLES, IL 60174 – STEVE FROHLING	1000
SUGAR GROVE – PO BOX 465 SUGAR GROVE, IL 60554 – DOUG MUSSER	800
VIRGIL – 110 N. SUMMER, PO BOX 189 MAPLE PARK, IL 60151 – PETER FABRIZIUS	200
KDOT – 41W011 BURLINGTON RD., SAINT CHARLES, IL 60175 – MIKE WAY	8000
CARPENTERSVILLE - 1075 TAMARAC DRIVE CARPENTERSVILLE IL 60110 5000 SLEEPY HOLLOW ROAD CARPENTERSVILLE IL 60110 - MARK SELF	2,400
TOTAL	18,150

**Bid 24-033-TK Bulk Rock Salt
Quantity – “Plain/Untreated Salt”**

PARTICIPATING GOVERNMENTAL AGENCIES for 2024-2025

Lowest responsive bidder: Skyline Salt Solution, LLC. – Dubuque, IA

<u>AGENCIES LOCATIONS & CONTACTS</u>	<u>Salt (Tons)</u>
AURORA – 220 BUTTERFIELD RD., NORTH AURORA, IL 60542 – JASON OWENS	700
BATAVIA – 131 FLINN DR., BATAVIA, IL 60510 – CHRIS LONG	200
BIG ROCK – PO BOX 63 BIG ROCK, IL 60511 – WADE THOMPSON	200
BLACKBERRY – 43W989 OAK LEAF DR., ELBURN, IL 60119 – ROD FEECE	800
BURLINGTON – PO BOX 129, BURLINGTON, IL 60109 – TODD GRAY	500
CAMPTON – 05N790 ROUTE 47 MAPLE PARK, IL 60151 – SAM GALLUCCI	0
DUNDEE – 1900 SLEEPY HOLLOW RD., DUNDEE IL. 60118 – DAVE SCHULZ	400
ELGIN – 725SOUTH MCLEAN BLVD., ELGIN, IL 60123 – JASON KRABBE	1000
GENEVA – 400 WHEELER DR., GENEVA, IL 60134 – MICHAEL ABTS	0
HAMPSHIRE – PO BOX 833 HAMPSHIRE, IL 60140 – DAN ROWLETT	500
KANEVILLE – 3S015 DAUBERMAN RD., ELBURN, IL 60119 – DALE PIERSON	200
PLATO – 10N924 RIPPBURGER RD., PLATO CENTER, IL 60124 – LARRY TRAINOR	900
RUTLAND – 16N491 POWER RD., GILBERT, IL 60136 – JOHN ALES	350
SAINT CHARLES – 1725 DEAN ST., SAINT CHARLES, IL 60174 – STEVE FROHLING	1000
SUGAR GROVE – PO BOX 465 SUGAR GROVE, IL 60554 – DOUG MUSSER	800
VIRGIL – 110 N. SUMMER, PO BOX 189 MAPLE PARK, IL 60151 – PETER FABRIZIUS	200
KDOT – 41W011 BURLINGTON RD., SAINT CHARLES, IL 60175 – MIKE WAY	8000
CARPENTERSVILLE - 1075 TAMARAC DRIVE CARPENTERSVILLE IL 60110 5000 SLEEPY HOLLOW ROAD CARPENTERSVILLE IL 60110 - MARK SELF	2,400
TOTAL	18,150

Bid 24-033

Quantity for – “Plain Salt”

PARTICIPATING GOVERNMENTAL AGENCIES for 2024-2025

Lowest responsive bidder: **Skyline**

<u>AGENCIES LOCATIONS & CONTACTS</u>	<u>Salt (Tons)</u>
BATAVIA – 131 FLINN RD., BATAVIA, IL 60510 – CHRIS LONG	200
SUGAR GROVE – PO BOX 465 SUGAR GROVE, IL 60554 – DOUG MUSSER	800
PLATO – 10N924 RIPPBURGER RD., PLATO CENTER, IL 60124 – LARRY TRAINOR	900
SAINT CHARLES – 1725 DEAN ST., SAINT CHARLES, IL 60174 – STEVE FROHLING	500
TOTAL	2,400

Bid 24-033

Quantity – “Treated Salt”

PARTICIPATING GOVERNMENTAL AGENCIES for 2024-2025

Lowest responsive bidder: **Skyline**

<u>AGENCIES LOCATIONS & CONTACTS</u>	<u>Salt (Tons)</u>
AURORA – 220 BUTTERFIELD RD., NORTH AURORA, IL 60542 – JASON OWENS	700
BIG ROCK – PO Box 63 BIG ROCK, IL 60511 – WADE THOMPSON	200
BLACKBERRY – 43W989 OAK LEAF DR., ELBURN, IL 60119 – ROD FEECE	800
BURLINGTON – PO Box 129, BURLINGTON, IL 60109 – JACK KRUGER	500
DUNDEE – 1900 SLEEPY HOLLOW RD., DUNDEE IL. 60118 – DAVE SCHULZ	400
ELGIN – 725SOUTH MCLEAN BLVD., ELGIN, IL 60123 – JASON KRABBE	1000
HAMPSHIRE – PO Box 833 HAMPSHIRE, IL 60140 – DAN ROWLETT	500
RUTLAND – 16N491 POWER RD., GILBERT, IL 60136 – JOHN ALES	350
SAINT CHARLES – 1725 DEAN ST., SAINT CHARLES, IL 60174 – STEVE FROHLING	500
VIRGIL – 110 N. SUMMER, PO Box 189 MAPLE PARK, IL 60151 – PETER FABRIZUIS	200
KDOT – 41W011 BURLINGTON RD., SAINT CHARLES, IL 60175 – MIKE WAY	8000
KANEVILLE—3S015 DAUBERMAN RD. ELBURN, IL 60119--- DALE PIERSON	200
CARPENTERSVILLE- 1075 Tamarac Drive Carpentersville IL 60110 5000 Sleepy Hollow Road Carpentersville IL 60110- Mark Self	2,400
TOTAL	15,750

COUNTY of KANE
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

Karin Kietzman, CPPB
Director of Purchasing

719 S. Batavia Ave., Bldg. A, 2nd Floor
Geneva, Illinois 60134
Telephone: (630) 208-3803
Fax: (630) 208-5107



May 9, 2024

ADDENDUM 1

Invitation to Bid: #24-033-TK - Bulk Rock Salt

The attention of all plan holders is called to the following changes, clarifications and/or additions/deletions to the original bid solicitation and shall be part of the Contract Documents:

Clarifications & Additional Information

1. Both of these liquids are approved on Clear Roads for treating salt. Magic Minus Zero is also approved as a brine-enhancing product. Making sure they will be approved to use for your treated salt bid. Promelt 2000 is approved on the MNDOT state contract and Magic Minus Zero is in the process of being approved.

A. KDOT is still in the process of reviewing and evaluating the availability and performance of the above products and cannot yet confirm or verify that the provided material spec sheets will meet our bid specifications and requirements at this time.

2. Can I get last year's bid results for the Kane County rock salt bid?

A. Reference to below Bid Tab.

VENDORS	BASE BIDS		OPTIONAL	
	ENHANCED TREATED SALT/TON	PLAIN SALT/TON	ENHANCED TREATED SALT/TON	PLAIN SALT/TON
Compass Minerals America – Overland Park, KS	\$92.15	\$83.13	\$92.15	\$83.11
Salt XChange, Inc., Aurora, IL	\$92.25	\$81.50 (*)	Call for Availability	Call for Availability
Cargill, Inc – N. Olmsted, OH	\$93.10	\$81.50	Call for Availability	Call for Availability
Morton Salt – Chicago, IL	\$108.02	\$88.02	Call for Availability	Call for Availability

(*)Salt Xchange won the "tie-breaker coin flip" on May 25, 2023, and was selected as the winner for plain salt.

Please acknowledge receipt of this Addendum 1. Thank you for your interest in the Kane County procurement process.

Sincerely,

Tim Keovongsak

Tim Keovongsak, CPPB

Assistant Director of Purchasing

MIA
5/10/24 752

KANE COUNTY
OFFER TO CONTRACT FORM
For
24-033-TK
Bulk Rock Salt

Bid Due Date & Time: Tuesday, May 14, 2024 at 3:30 p.m., CST.

To: County of Kane (Purchasing Department)
Kane County Government Center, Building (A) Room 211, 212, or 214
719 S. Batavia Ave.
Geneva, IL 60134

The following offer is hereby made to the County of Kane, Illinois, hereafter called the Owner.

Submitted By: SKYline Salt Solutions LLC

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the products, materials, equipment and services in compliance with all terms, conditions, specifications and amendments contained in this solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.
 - A. *The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instructions to Bidders, and specifications.*
 1. *The vendor has examined the Response Bidder Ordinance (RBO – Section 28), Contractor Disclosure (Section 29), and Familial Relationship (attached Public Act 101-0544) of the Instruction to Bidders, and has included or provided a certified document list all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent and compliance with Public Act 101-0544.*
 - B. For purposes of this offer, the terms Offerer, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
 - A. All bid documents have been examined: Instructions to Bidder, Statement of Work, and the following addenda:
No. 1, No. , No. , No. , (Contractor to acknowledge addenda here).
 - B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and the conditions affecting the cost, progress or performance of the Work and has made such independent investigations, as Contractor deems necessary.
 - C. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.

III. ESTIMATED QUANTITY FOR BID

PARTICIPATING GOVERNMENTAL AGENCIES REQUIREMENT FOR 2024 - 2025

<u>AGENCIES LOCATIONS & CONTACTS</u>	<u>Salt (Tons)</u>
AURORA – 220 BUTTERFIELD RD., NORTH AURORA, IL 60542 – JASON OWENS	700
BATAVIA – 131 FLINN DR., BATAVIA, IL 60510 – CHRIS LONG	200
BIG ROCK – PO BOX 63 BIG ROCK, IL 60511 – WADE THOMPSON	200
BLACKBERRY – 43W989 OAK LEAF DR., ELBURN, IL 60119 – ROD FEECE	800
BURLINGTON – PO BOX 129, BURLINGTON, IL 60109 – TODD GRAY	500
CAMPTON – 05N790 ROUTE 47 MAPLE PARK, IL 60151 – SAM GALLUCCI	0
DUNDEE – 1900 SLEEPY HOLLOW RD., DUNDEE IL. 60118 – DAVE SCHULZ	400
ELGIN – 725SOUTH MCLEAN BLVD., ELGIN, IL 60123 – JASON KRABBE	1000
GENEVA – 400 WHEELER DR., GENEVA, IL 60134 – MICHAEL ABTS	0
HAMPSHIRE – PO BOX 833 HAMPSHIRE, IL 60140 – DAN ROWLETT	500
KANEVILLE – 3S015 DAUBERMAN RD., ELBURN, IL 60119 – DALE PIERSON	200
PLATO – 10N924 RIPPBURGER RD., PLATO CENTER, IL 60124 – LARRY TRAINOR	900
RUTLAND – 16N491 POWER RD., GILBERT, IL 60136 – JOHN ALES	350
SAINT CHARLES – 1725 DEAN ST., SAINT CHARLES, IL 60174 – STEVE FROHLING	1000
SUGAR GROVE – PO BOX 465 SUGAR GROVE, IL 60554 – DOUG MUSSE	800
VIRGIL – 110 N. SUMMER, PO BOX 189 MAPLE PARK, IL 60151 – PETER FABRIZIUS	200
KDOT – 41W011 BURLINGTON RD., SAINT CHARLES, IL 60175 – MIKE WAY	8000
CARPENTERSVILLE - 1075 TAMARAC DRIVE CARPENTERSVILLE IL 60110 5000 SLEEPY HOLLOW ROAD CARPENTERSVILLE IL 60110 - MARK SELF	2,400
TOTAL	18,150

IV. BID PRICES:

All-inclusive cost to supply and delivery of Bulk Rock Salt per specifications.

MAIN BID:

Enhanced Treated Salt – Delivered – Unit Price (Per Ton): (\$ 86.00)

Plain Rock Salt – Delivered – Unit Price (Per Ton): (\$ 76.00)

Pricing Extension: for 120% to 150% of contract quantities.

Enhanced Treated Salt – Delivered – Unit Price (Per Ton): (\$ 86.00)

Plain Rock Salt – Delivered – Unit Price (Per Ton): (\$ 76.00)

ADDITIONAL COMMENT:

Salt to be Treated with Magre minus Zero from
Innovative Surface Solutions

Intergovernmental Pricing:

This OPTIONAL PARTICIPATION PROGRAM would be for the use of ANY TAXING BODY in Kane County who should choose to be a part of this program wherever their location, (within Kane County). All pricing, catalog, and product discounts will be extended to other Government entities that wish to participate. Will you offer the same pricing to other Kane County municipalities that are not listed as participants within this bid document?

YES ☐ NO ☒ (Circle One)

NOTE: The County of Kane will not be involved in the purchasing products/services specified within this bid document by any other intergovernmental unit (taxing body) that participates. The execution of a purchase contract, invoicing and payments would be entirely between the other intergovernmental units and the accepted Vendor. If the County of Kane accepts this bid, the procedure to handle joint purchases would be developed by the County of Kane and the awarded Vendor and then distributed to the other intergovernmental units by the Kane County Purchasing Department.

Name Mark J. Arthofer Signature [Signature]

Company SKYline Salt Solutions

Address 165 Westside Court Dubuque Iowa 52003

Phone# 563-556-1655 Fax # 563-556-1656

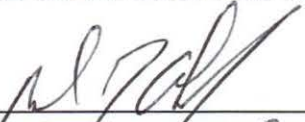
Federal I.D./Social Security# 87-2000525 Date 5/10/24

JOINT PURCHASING AGREEMENT

Illinois revised statutes, 1989, CH. 85, PAR. 1601 ET SEQ. (The joint purchases by governmental units act), authorizes certain local government units and non-for-profit workshops for the severely handicapped (as defined in Illinois Revised Statutes, 1989, CH. 127, PAR. 132.7-01, meeting the requirements of CH. 85, PAR. 1602.2) to purchase personal property and supplies jointly. (30 ILCS 525/0.01) (from CH. 85, PAR. 1600) The Governmental Joint Purchasing Act. (Source: P.A. 86-1324.) (30 ILCS 525/1) (from CH. 85, PAR. 1601) Sec. 1. For the purposes of this Act, "government unit" means State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. (Source: P.A. 86-769).

(30 ILCS 525/2) (from CH.85, PAR. 1602(Sec. 2. (a) Any governmental unit may purchase personal property, supplies and services jointly with one or more other governmental units. All such joint purchases shall be competitive bids a provided in Section 4 of this Act. (Source: P.A. 87-960). Any authorized local unit of government or qualified workshop that may participate in this contract shall be responsible for issuing purchase orders direct to vendor, processing invoice vouchers and making payments due the vendor. Cash on delivery terms without the consent of the local governmental unit is prohibited. By submitting a bid, the awarded vendor agrees to extend all terms and conditions, specified and the quoted prices or discounts for the item(s) listed in this contract to all authorized local governmental units and qualified workshops.

By signing this Bid, the Offeror hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE SHALL SIGN THIS SECTION.**

Signature  Typed Signature Mark J. Asthodes
 Company SKYline Salt Solutions LLC
 Address/City/State 165 Westside Court Dubuque Iowa 52003
 Phone # 563-556-1655 Fax # 563-556-1656
 Federal I.D./Social Security # 87-2000525 Date 5/10/24

ACCEPTANCE

The Offer is hereby accepted for **BULK ROCK SALT**

The Vendor is bound to provide the services and materials listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specifications, amendments, and the vendor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number **24-033-TK**. The Vendor has been cautioned not to commence any billable work or to provide any supplies or services until said vendor receives a purchase order and or notice to proceed.

Corinne Pierog MA, MBA
 Chairman, County Board
 Kane County, Illinois

Date

REQUIRED CONTACT INFORMATION
BULK ROCK SALT

The vendor shall provide the following contact information.

Customer Service/General Information: Ph: 563-556-1655

To place an order: Name: Hayley Leppert

Ph: 563-500-8423 Fax: _____

E-mail: hayley@Skylinesalt.com

Billing & Invoicing question:

Name: Deb Mausser

Ph: 563-580-5572

E-mail: Deb@Skylinesalt.com

Operation: Supervisor

Name: Mark Arthofer

Ph: 563-599-2375

E-mail: mark@Skylinesalt.com

24-hours answering service:

Ph: 563-599-2375

BID SUBMITTALS CHECKLIST

The undersigned Vendor acknowledged and verified that all required documents, statements, and all certificates meeting the County's requirements are included in their bid response. The vendor shall check the following required submittal items checklist to assure the completeness and in order for assembling of their bid response.

_____: SIGNED BID OFFER TO CONTRACT FORM with all supporting documents. The Responsible Bidder Ordinance does not apply to this solicitation.

_____: VENDOR DISCLOSURE STATEMENT (See attached sample, a mandatory submittal if award of contract)

_____: VENDOR FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT
(See attached sample, a mandatory submittal if award of contract)

_____: PROOF OF CURRENT CERTIFICATE OF INSURANCE (Submit current coverages with bid response). The actual certificate of insurance that meets the County's requirements including naming the County of Kane, as a certificate holder and additional name insured with required policy endorsements shall be submitted before issuing of award and contract execution. (See attached sample, a required submittal if award of contract)

_____: REFERENCES & CONTACT INFORMATION

_____: ONE (1) ORIGINAL BID, MUST BE SUBMITTED ELECTRONICALLY THROUGH BIDNET DIRECT.

_____: Bid Bond (5%). The awarded Vendor is required to furnish a single Performance Bond for 20% of the estimated dollar value of the contract (TBA).

Vendor/Agency: Skyline Salt Solutions

Address/City/State: 1165 Westside Ct, Dubuque IA 52003

Phone # 1-618-SK1-SALT Fax # _____

VENDOR CERTIFICATION

This information is collected for reporting purposes only and will not have any influence on vendor selection. It is required by the State of Illinois. Please check any of the following boxes that apply to the ownership of your firm.

- | | |
|---|--|
| <input type="checkbox"/> Minority-owned Business (MBE) | <input type="checkbox"/> Veteran-owned Business Enterprise (VBE) |
| <input type="checkbox"/> Woman-owned Business (WBE) | <input type="checkbox"/> Service-Disabled Veteran-owned Business Enterprise (SDVBE) |
| <input type="checkbox"/> Business Enterprise Program (BEP) | <input type="checkbox"/> Veteran-owned Small Business (VOSB) |
| <input type="checkbox"/> Small Disadvantaged Business (SDB) | <input type="checkbox"/> Persons with Disabilities-owned Business Enterprises (PDBE) |
| <input type="checkbox"/> Kane County Local Business | <input checked="" type="checkbox"/> N/A – These categories do not apply to my business |

Please Note: It is required that you check at least one box.

REFERENCES
BULK ROCK SALT
 For
KANE COUNTY BOARD, Geneva, Illinois

List below businesses or other organizations for which you have provided comparable services within the last three years:

Offeror's Name: SKYline Salt Solutions LLC

1. Organization: Frankfort Co-op
 Address: 9434 W. LaPorte Rd
 City, State, Zip Code: Mokena, IL 60448
 Telephone Number: 815-405-0957
 Contact Person: Bill Carlson
 Description of Project: Bulk Treated Salt Date of Project 2022-2024
 E-mail Address: B.Carlson@Frankforttownship.com
2. Organization: Minnesota DOT
 Address: 2151 Bassett Dr
 City, State, Zip Code: Mankato, MN 56001
 Telephone Number: 507-508-0068
 Contact Person: Jim Zarn
 Description of Project: Bulk Salt Date of Project 2024
 E-Mail Address: James.Zarn@state.mn.us
3. Organization: Iowa DOT
 Address: 1530 NE 53rd Ave
 City, State, Zip Code: Des Moines, IA 50313
 Telephone Number: 515-290-2713
 Contact Person: Craig Bargfrede
 Description of Project: Bulk Salt Date of Project 2024
 E-Mail Address: Craig.bargfrede@iowadot.us
4. Organization: Missouri DOT
 Address: 830 MODOT Drive
 City, State, Zip Code: Jefferson City, MO 65102
 Telephone Number: 573-508-3047
 Contact Person: Paul Denkler
 Description of Project: Bulk rock Salt Date of Project 2022-2023
 E-Mail Address: Paul.Denkler@modot.mo.gov

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-24-2550

**AUTHORIZING A GRANT AGREEMENT BETWEEN THE STATE OF ILLINOIS
DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY AND THE
COUNTY OF KANE FOR LONGMEADOW PARKWAY CORRIDOR PROJECT**

WHEREAS, the Illinois Department of Commerce and Economic Opportunity (“DCEO”), is the designated administrator of certain State of Illinois funds and is authorized to award grants to qualified applicants, and execute all contracts and other instilments necessary and convenient in the exercise of its authority thereof, pursuant to 20 ILCS 605/605-55; and

WHEREAS, the County of Kane (“County”) through its Division of Transportation (“KDOT”) has applied for, and received, \$12.5 million in state grant funds through the DCEO grants program to obtain funding reimbursement for a portion of the Kane County Highway No. 86 (Longmeadow Parkway) bridge corridor project (the “Longmeadow Project”); and

WHEREAS, pursuant to P.A. 102-0698 (enacted, July 1, 2022), Article 179, Section 130, “the sum of \$12,500,000 ... has been appropriated from the Build Illinois Bond Fund to the Department of Commerce and Economic Opportunity for a grant to Kane County for costs associated with a bridge project”; and

WHEREAS, the County has previously received \$17.5 million in grant funds through DECO for partial reimbursement towards the Longmeadow Project in 2023 (CB Resolution 23-260) and KDOT anticipates receiving an identical, DECO standard Grant Agreement for the \$12.5 million dollar grant award in the fall of 2024.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that a grant agreement for state provided funding for the Longmeadow Parkway Bridge Corridor is hereby approved and the County Board Chair is hereby authorized to execute a grant agreement on behalf of the County of Kane with the DCEO therefor.

Passed by the Kane County Board on August 13, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing a Grant Agreement Between the State of Illinois Department of Commerce and Economic Opportunity and the County of Kane for Longmeadow Parkway Corridor Project

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Jackie Forbes, 630.444.3142

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

Summary:

The County will be receiving a grant agreement from the State of Illinois Department of Commerce and Economic Opportunity (DCEO) that will provide for state reimbursement towards a portion of the Longmeadow Parkway Corridor project. The state is providing \$12,500,000 for the improvements and the funding does not require a local match. Due to timing, staff is requesting that the County Board approve executing the agreement once it is received from DCEO and reviewed by the Assistant State's Attorney.

Staff recommends approval.

SS.

COUNTY OF KANE)

RESOLUTION NO. TMP-24-2549

APPROVING A PERMIT SOFTWARE LICENSE RENEWAL AND SUPPORT SERVICES CONTRACT WITH ACCELA, INC. OF SAN RAMON, CALIFORNIA

WHEREAS, the County of Kane (the "County") requires a permit software license renewal and continued technical support for its Division of Transportation Permitting Department, including technical services to assist staff to review, approve, and document permitted work for public safety purposes and good stewardship of the County rights-of-way, (hereinafter the "Project"); and

WHEREAS, in order to accomplish the Project, it is necessary to retain the services of a permit software firm to perform the software support required; and

WHEREAS, the purchase of computer software and computer databases, software maintenance, software support services and database support services are not suitable for competitive procurement, pursuant to section 5-1022(c) of the Counties Code (55 ILCS 5/5-1022(c)) and Art. VI, Div. 3, section 2-216(E) of the Kane County Purchasing Ordinance.

WHEREAS, the Accela permit software, provided and supported by Accela, Inc., was implemented by the Division of Transportation Permitting Department in June of 2023, following a competitive bid process in 2021 (CB Resolution 21-304); and

WHEREAS, the County's current license for the Accela permit software, and its software support contract with Accera, Inc., are up for renewal, and it is in the best interests of the County to continue utilizing the Accera permit software and to retain the continued technical services of Accera, Inc to provide the County with necessary software support; and

WHEREAS, Accela, Inc., 2633 Camino Ramon, Suite 500, San Ramon, California 94583 has experience and professional expertise in permit software support and implementation and is willing to perform the required services for an amount not to exceed \$134,328.79 as set forth in the proposed contract with Accela, Inc. (a copy of which is on file with the County Clerk's Office).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the permit software license renewal and support contract with Accela, Inc is hereby approved and the Chairman thereof is hereby authorized and directed to execute a contract for the same therefor.

BE IT FURTHER RESOLVED that the Kane County Board appropriate the sum of One Hundred Thirty-Four Thousand Three Hundred Twenty-Eight and 79/100 Dollars (\$134,328.79) from County Highway Fund #300, Line #50340 (Software Licensing Cost) to pay for said permit software license and support services.

Line Item: 300.520.520.50340

Line Item Description: Software Licensing Cost

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes

Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on August 13, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a Permit Software License Renewal and Support Services Contract with Accela, Inc. of San Ramon, California

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Kurt Nika, 630.406.7372

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$134,328.79
If not budgeted, explain funding source: N/A	

Summary:

The KDOT Permit section uses Accela software to review and issue permits for work in the County's rights of ways. Each staff member that accesses the software is required to have a unique license. Our current licenses will expire in August, so we need to renew the subscription.

In an effort to keep annual license fee increases minimized, we requested a multi-year quote. We received a quote in the amount of \$134,328.79 that covers our license needs for the next five years.

Staff recommends approval.



2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by: Caitlin Carter
Contact Phone: (925) 359 - 3411
Contact Email: ccarter@accela.com
Quote ID: Q-33533
Valid Through: 7/30/2024
Currency: USD

Renewal Order Form

Address Information

Bill To:

Kane County, IL
41W011 Burlington Road
Campton Hills, Illinois 60175
United States

Billing Name: Kurt Nika
Billing Phone: 630-406-7372
Billing Email: nikakurt@co.kane.il.us

Ship To:

Kane County, IL
41W011 Burlington Road
Campton Hills, Illinois 60175
United States

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Custom (ROWM) - SaaS	Year 1	8/30/2024	8/29/2025	12	\$3,472.88	7	\$24,310.13
TOTAL:							\$24,310.13

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Custom (ROWM) - SaaS	Year 2	8/30/2025	8/29/2026	12	\$3,646.52	7	\$25,525.63
TOTAL:							\$25,525.63

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Custom (ROWM) - SaaS	Year 3	8/30/2026	8/29/2027	12	\$3,828.84	7	\$26,801.91
TOTAL:							\$26,801.91

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Custom (ROWM) - SaaS	Year 4	8/30/2027	8/29/2028	12	\$4,020.29	7	\$28,142.01
TOTAL:							\$28,142.01

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Custom (ROWM) - SaaS	Year 5	8/30/2028	8/29/2029	12	\$4,221.30	7	\$29,549.11
TOTAL:							\$29,549.11

Pricing Summary	
Period	Net Total
Year 1	\$ 24,310.13
Year 2	\$ 25,525.63
Year 3	\$ 26,801.91
Year 4	\$ 28,142.01
Year 5	\$ 29,549.11
Total	\$ 134,328.79

Renewal Terms/Information:

General Information	
Governing Agreement(s)	This Order Form, including any OnPrem Licenses, Maintenance and Support, Subscription Services, Enhanced Reporting Database and Managed Application Services will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired, do not apply or have otherwise been terminated, the following terms at https://www.accela.com/terms/ will govern as applicable, based on the Customer's purchase.
Order Terms	
Order Start Date	Unless otherwise specified in the Special Order Terms: <ul style="list-style-type: none">• Software Licenses & Subscriptions start on the date of delivery by Accela;• Hosting and Support start on Accela's delivery of the software hosted and/or supported;.
Order Duration	Unless otherwise specified in the Special Order Terms: <ul style="list-style-type: none">• Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase.• Any Software Licenses or Hardware are one-time, non-refundable purchases.• Hosting and Support continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months).• Professional Services continue for the duration as outlined in the applicable Statement of Work, Exhibit or the Governing Agreement, as applicable.
Special Order Terms	This Order Form replaces all previous order forms for the terms listed above and will govern the Software, Maintenance, and/or Services items listed on this Order Form. <ul style="list-style-type: none">• No additional or conflicting terms or conditions stated in Customer's order documentation, including, without limitation, Customer purchase orders, will be incorporated into or form any part of this order or the governing agreement, and all such additional or conflicting terms are null and void.• For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.

Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total above will be issued on the Order Start Date.
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable net 30 days .
Service Charge	Pricing is based upon payment by ACH or check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.
Special Payment Terms	None unless otherwise specified in this location.
Purchase Order	If Customer requires PO number on invoices, it must be provided below and Customer must provide a copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.
	PO#

Signatures	
Accela, Inc.	Customer
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:



ACCELA SUBSCRIPTION SERVICES AGREEMENT

This Accela Subscription Services Agreement (this “**Agreement**”) is entered into as of the date of the applicable Order, as defined below, that incorporates these terms (the “**Effective Date**”) by and between Accela, Inc. and the entity identified in such Order (“**Customer**”).

1. DEFINITIONS.

1.1 “**Accela System**” means the information technology infrastructure used by or on behalf of Accela in performing the Subscriptions Services, including all computers, software (including but not limited to Accela Software), hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Accela or its third party suppliers.

1.2 “**Aggregate Data**” means data and information related to Customer's use of the Subscription Services, including anonymized analysis of all data processed in the Subscription Services, that is used by Accela in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of the Services.

1.3 “**Authorized User**” means one named employee, contractor or agent of Customer (each identified by a unique email address) for whom Customer has purchased a subscription to the Subscription Services and who is authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement.

1.4 “**Consulting Services**” means packaged or time and materials consulting, review, training or other services (but excluding Subscription and Support Services) delivered by Accela to Customer pursuant an Order. The current Consulting Services Policy is available at www.accela.com/terms/.

1.5 “**Customer Data**” means the content, materials, and data that Customer, Authorized Users, and External Users enter into the Subscription Services. Customer Data does not include any component of the Subscription Services, material provided by or on behalf of Accela, or Aggregate Data.

1.6 “**Documentation**” means the then-current technical and functional user documentation in any form made generally available by Accela for the Subscription Services.

1.7 “**External Users**” means third party users of the Subscription Services that access the public-facing interfaces of the Subscription Services to submit queries and requests to facilitate communications between such third party and Customer.

1.8 “**Intellectual Property Rights**” means any patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights, in all cases whether or not registered or registrable and recognized in any country or jurisdiction in the world.

1.9 “**Order**” means an Accela order form or other mutually acceptable document fully executed between Customer and Accela that incorporates this Agreement.



1.10 “**Service Availability Policy**” means the Service Availability and Security Policy located at www.accela.com/terms/.

1.11 “**Subscription Services**” means the civic administration services, comprised of the Accela System, Software, and Support Services, to which Customer may license access to in accordance with the terms herein.

1.12 “**Software**” means any licensed software (including client software for Authorized Users’ devices) and Documentation that Accela uses or makes available as part of the Subscription Services.

1.13 “**Support Services**” means those technical and help services provided by Accela in accordance with the Software Support Services Policies (SaaS) located at www.accela.com/terms/.

1.14 “**Subscription Period**” means the duration of Customer’s authorized use of the Subscription Services as designated in the Order.

2. USAGE AND ACCESS RIGHTS.

2.1 Right to Access. Subject to the terms and conditions of this Agreement, Accela hereby grants to Customer a limited, non-exclusive, non-transferable right and license during the Subscription Period, to permit: (i) Authorized Users to access and use the internal and administrative interfaces of the Subscription Services in accordance with the Documentation to support Customer’s internal business purposes and (ii) its External Users the ability to access and use the publicly available interfaces to submit requests and information to Customer. Each instance of the Subscription Service shall be provisioned with the amount of storage set forth in the Order and additional storage may be purchased at the then-current rates.

2.2 Support Services & Service Availability. During the Subscription Period, Accela shall provide to Customer the Support Services specified in the Order and shall make all commercially reasonable efforts to attain the service levels specified in the applicable policies. The remedies set forth in the Support Services and Service Availability Policy are the sole and exclusive remedies for any breach of the service levels. Customer grants Accela a royalty-free, worldwide, transferable, sub- licensable, irrevocable, perpetual license to use or incorporate into its software or services any suggestions or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Services.

2.3 Purchasing Consulting Services. Customer may purchase Consulting Services from Accela by executing an Order for such services. All prices are exclusive of travel and expenses, which will be invoiced at actual cost, without markup, and will comply with the Consulting Services Policy located at www.accela.com/terms/ or as otherwise agreed in the applicable Order. If applicable, one Consulting Services day shall be equal to eight (8) hours.

2.4 Restrictions on Use. Customer shall not, and shall not permit others to: (i) use or access the Subscription Services in any manner except as expressly permitted by the Agreement, including but not limited to, in a manner that circumvents contractual usage restrictions set forth in this Agreement; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided herein; (iii) use the Subscription Service in a way that: (a) violates or infringes upon the rights



of a third party; or (b) stores or transmits libelous, tortious, or otherwise unlawful material or malicious code or viruses; (iv) create derivative works, reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services (except to and only to the extent such rights are proscribed by law); (v) interfere with or disrupt the security, integrity, operation, or performance of the Subscription Services; (vi) access, use, or provide access or use to the Subscription Services or Documentation for the purposes of competitive analysis or the development, provision, or use of a competing software, SaaS or product or any other purpose that is to Accela's detriment or commercial disadvantage; (vii) provide access to the Subscription Services to competitors of Accela; (viii) access or use components of the Subscription Service not licensed by Customer; (ix) use or allow the use of the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 12.3, Compliance with Laws); (x) remove, delete, alter or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Subscription Services; or (xi) access or use the Subscription Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Subscription Services could lead to personal injury or severe physical or property damage.

2.5 Ownership. Accela retains all Intellectual Property Rights, including all rights, title and license to the Subscription Service, Software, Accela System, Support Services, Consulting Services, and Aggregate Data, any related work product of the foregoing and all derivative works thereof by whomever produced; provided however, that to the extent such materials are delivered to Customer as part of the Subscription Services, Consulting Services or Support Services then Customer shall receive a limited license consistent with the terms of Section 2 to use such materials during the Subscription Period.

2.6 Customer's Responsibilities. Customer will: (i) be responsible for meeting Accela's applicable minimum system requirements for use of the Subscription Services set forth in the Documentation; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account; (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services and Customer Data under its account, and notify Accela promptly of any such unauthorized access or use, and; (v) use the Subscription Services only in accordance with the applicable Documentation, laws and government regulations.

3. PAYMENT TERMS.

3.1 Purchases Directly from Accela. Except as otherwise set forth in an Order, Subscription fees shall be invoiced annually in advance and such fees shall be due and payable on the first day of the Subscription and on each anniversary thereafter for each renewal, if any. All other invoices shall be due and payable net thirty (30) from the date of the applicable invoice. All amounts payable to Accela under this Agreement shall be paid by Customer in full without any setoff, deduction, debit, or withholding for any reason. Any late payments shall be subject to an additional charge of the lesser of 1.5% per month or the maximum permitted by law. All Subscription Services fees are exclusive of any taxes, levies, duties,



withholding or similar governmental assessments of any nature (collectively, "**Taxes**"). If any such Taxes are owed or payable for such transactions, they shall be paid separately by Customer without set-off to the fees due Accela.

3.2 Purchases from Authorized Resellers. In the event that Customer has purchased any products or services through a reseller, subject to these terms, any separate payment arrangements and terms shall be exclusively through such reseller and Accela is not a party to such transactions. Accela's sole obligations are set forth herein and Customer acknowledges that its rights hereunder may be terminated for non-payment to such third party.

4. **CONFIDENTIALITY.** As used herein, "**Confidential Information**" means all confidential information disclosed by a one party to this Agreement to the other party of this Agreement whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (ii) was known to the receiving party prior to its disclosure without breach of any obligation owed to the disclosing party; (iii) is received without restriction from a third party without breach of any obligation owed to the disclosing party; or (iv) was independently developed by the receiving party. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information except as permitted herein, and will limit access to Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound to protect such Confidential Information consistent with this Agreement. The receiving party may disclose Confidential Information if it is compelled by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's request and cost, to contest, limit, or protect the disclosure.

5. CUSTOMER DATA.

5.1 Ownership. Customer reserves all its rights, title, and interest in and to the Customer Data. No rights are granted to Accela hereunder with respect to the Customer Data, except as otherwise set forth explicitly in Section 5.

5.2 Usage. Customer shall be responsible for Customer Data as entered in to, applied or used in the Subscription Services. Customer acknowledges that Accela generally does not have access to and cannot retrieve lost Customer Data. Customer grants to Accela the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Accela: (i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.4 (Restrictions on Use) if Accela has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Accela may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

5.3 Use of Aggregate Data. Customer agrees that Accela may collect, use and disclose Aggregate Data derived from the use of the Subscription Services for industry analysis, benchmarking, analytics,



marketing and other business purposes. All Aggregate Data collected, used and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users or any third parties utilizing the Subscription Services.

6. WARRANTIES AND DISCLAIMERS.

6.1 Subscription Services Warranty. During the Subscription Period, Accela warrants that Subscription Services shall perform materially in accordance with the applicable Documentation. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to: (a) repair the Subscription Services in question; (b) replace the Subscription Services in question with those of substantially similar functionality; or (c), after making all commercially reasonable attempts to do the foregoing, terminate the applicable Subscription Services and refund all unused, prepaid fees paid by Customer for such non-compliant Subscription Services.

6.2 Consulting Services Warranty. For ninety (90) days from the applicable delivery, Accela warrants that Consulting Services shall be performed in a professional and workmanlike manner. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to (a) re-perform the Consulting Services in a compliant manner; or, after making all commercially reasonable attempts to do the foregoing, (b) refund the fees paid for the non-compliant Consulting Services.

6.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.4. Cannabis-Related Activities. If Customer purchases any Subscription Services for use with any cannabis-related activities, the following additional disclaimers shall apply: Accela is considered a software service provider to its customers and not a cannabis related business or agent thereof. In addition to the foregoing, Accela only retains Subscription Services fees of this Agreement from its Customer for general software services, a state or local government agency, and does not retain these fees from any type of External Users. It is the sole responsibility of the Customer to offer state law compliant services, which may be coordinated and facilitated through the use of the Subscription Services. Accela makes no representations, promises, or warranties with respect to the legality, suitability, or otherwise regarding any third party provider, including partners, and have no responsibility or liability with respect to services provided to Customer by such third parties.

7. INDEMNIFICATION. Accela will defend (or at Accela's option, settle) any third party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Subscription Services, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided that Customer provides: (a) Accela notice of such claim as soon practical and in no event later than would reasonably permit Accela to respond to such claim, (b) reasonable cooperation to Accela, at Accela's expense, in the defense and/or settlement of such claim and (c) Accela the sole and exclusive control of the defense, litigation and settlement of such claim. In the event that Accela reasonably believes, in its sole discretion, that such claim may



prevail or that the usage of the Subscription Services may be joined, Accela may seek to: (a) modify the Subscription Services such that it will be non-infringing (provided such modification does not materially reduce the functionality or performance of Customer's installed instance); (b) replace the Subscription Services with a service that is non-infringing and provides substantially similar functionality and performance; or, if the first two options are not commercially practicable, (c) terminate the remainder of the Subscription Period and refund any, pre-paid, unused fees received by Accela. Accela will have no liability under this Section 7 to the extent any claims arise from (i) any combination of the Subscription Services with products, services, methods of a third party; (ii) a modification of the Subscription Services that were either implemented by anyone other than Accela or implemented by Accela in accordance with Customer specifications; (iii) any use of the Subscription Services in a manner that violates this Agreement or the instructions given to Customer by Accela; (iv) a version of the Subscription Services other than the current, fully patched version, provided such updated version would have avoided the infringement; or (v) Customer's breach of this Agreement. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THIS AGREEMENT.

8. **LIMITATION OF LIABILITY.** EXCEPT FOR LIABILITY ARISING OUT OF EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY OR CUSTOMER'S BREACH OF SECTION 2, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT. EXCEPT FOR LIABILITY ARISING OUT OF CUSTOMER'S BREACH OF SECTION 2 OR EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. **SECURITY.** Accela has implemented commercially viable and reasonable information security processes, policies and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Customer acknowledges that, notwithstanding security features of the Subscription Services, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi- governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 6, Accela will have no liability for any such security breach. Customer further acknowledges that the Subscription Services is not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Services



in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Accela and hold it harmless against those risks.

10. **THIRD PARTY SERVICES.** Customer may choose to obtain a product or service from a third party that is not directly produced by Accela as a component of the Subscription Services ("**Third Party Services**") and this may include third party products resold by Accela. Accela assumes no responsibility for, and specifically disclaims any liability, warranty or obligation with respect to, any Third Party Service or the performance of the Subscription Services (including Accela's service level commitment) when the Subscription Services are used in combination with or integrated with Third Party Services.

11. **TERM AND TERMINATION.**

11.1 **Agreement Term.** This Agreement shall become effective on the Effective Date and shall continue in full force and effect until the expiration of any Subscription Periods set forth in an applicable Order governed by the Agreement.

11.2 **Subscription Periods & Renewals.** Subscription Periods begin as specified in the applicable Order and, unless terminated earlier in accordance with this Agreement, continue for the term specified therein. Except as otherwise specified in the applicable Order, (a) all Subscription Services will automatically renew for additional Subscription Periods equal to the expiring Subscription Period, unless either party gives the other at least sixty (60) days' notice of non-renewal before the end of the relevant Subscription Period and (b), Orders may only be cancelled or terminated early in accordance with Section 11.3. Subscription Services renewals may be subject to an annual increase, for which Accela shall provide Customer notice prior to the renewal of the Subscription Period. In the event of any non-renewal or other termination, Customer's right to use the Subscription Services will terminate at the end of the relevant Subscription Period.

11.3 **Termination or Suspension for Cause.** A party may terminate this Agreement and Subscription Services license granted hereunder for cause upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. Either party may terminate immediately if the other party files for bankruptcy or becomes insolvent. Accela may, at its sole option, suspend Customer's or any Authorized User's access to the Subscription Services, or any portion thereof, immediately if Accela: (i) suspects that any person other than Customer or an Authorized User is using or attempting to use Customer Data; (ii) suspects that Customer or an Authorized User is using the Subscription Services in a way that violates this Agreement and could expose Accela or any other entity to harm or legal liability; (iii) is or reasonably believes it is required to do so by law or court order or; (iv) Customer's payment obligations are more than ninety (90) days past due, provided that Accela has provided at least thirty (30) days' notice of such suspension for delinquent payment. Should Customer terminate this Agreement for cause, Accela will refund a pro-rata portion of unused, pre-paid fees.

11.4 **Effect of Termination.** If this Agreement expires or is terminated for any reason: (i) within thirty (30) calendar days following the end of Customer's final Subscription Period, upon Customer's request Accela provided Customer Data and associated documents in a database dump file; provided that Customer pays (a) all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates, and (b) any and all unpaid amounts due to Accela; (ii) licenses and use rights



granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and (iii) Accela's obligation to provide any further services to Customer under this Agreement will immediately terminate, except as mutually agreed between the parties. If the Subscription Services are nearing expiration date or are otherwise terminated, Accela will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Accela. Accela's current Data Storage Policy can be accessed www.accela.com/terms/.

11.5 Survival. Sections 2.5 (Ownership and Proprietary Rights), 4 (Confidentiality), 6.3 (Disclaimer), 8 (Limitation of Liability), 11.4 (Effect of Termination), 11.5 (Surviving Provisions), and 12 (General Provisions) will survive any termination or expiration of this Agreement.

12. GENERAL.

12.1 Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) three days after sending registered, return receipt requested, post or; (iii) one day after sending by commercial overnight carrier. Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Subscription Services.

12.2 Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the subject matter of this Agreement will be the state and federal courts located in the Northern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

12.3 Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Further, in connection with the services performed under this Agreement and Customer's use of the Subscription Services, the parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes and regulations.

12.4 Assignment. Customer may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of Accela, which shall not be unreasonably withheld. Any attempted assignment or transfer, without such consent, will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.5 Publicity. Notwithstanding anything to the contrary, each party will have the right to publicly announce the existence of the business relationship between parties without disclosing the specific terms of the Agreement.

12.6 Miscellaneous. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect. Accela will not be liable for any delay or failure to perform under this Agreement to the extent such



delay or failure results from circumstances or causes beyond the reasonable control of Accela. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties. This Agreement, including any attachments hereto as mutually agreed upon by the parties, constitute the entire agreement between the parties concerning its subject matter and it supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary, no additional or conflicting terms or conditions stated in any of Customer's purchase order documentation or otherwise will be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

Accela, Inc.

Consulting Services Policy

This Consulting Services Policy (the "Policy") is binding upon execution of any order form, agreement, or statement of work (collectively and each an "Order") between Accela and the entity receiving services ("Customer") that incorporates the Policies by reference and are in addition to the terms and conditions for Consulting Services set forth in the License Agreement (as defined below). Accela on-premises software or subscription services for Accela software (SaaS) is governed by the license agreement between the Customer and Accela (the "License Agreement").

Consulting Services Covered

Accela provides a variety of services covered by these policies, including but not limited to consulting, implementation, configuration, and custom training services.

Performance of Services

Accela shall provide the services in accordance with the following processes and policies:

- Accela will use reasonable efforts to meet any performance dates specified in applicable Order, and any such dates are estimates only.
- Accela will select persons and entities to perform the Consulting Services that meet industry standards for the Consulting Services' performance provided to the Customer.
- Consulting Services provided by Accela on a "Time and Material" basis are not subject to acceptance criteria by the Customer, unless otherwise set forth in the applicable Order.
- Consulting Services are provided eight hours a day, Monday through Friday (Accela recognized holidays excluded) during Accela regular business hours. Hours worked more than eight hours or holidays are generally subject to 2x the Consulting Services hourly or daily fee.
- All Consulting Services must be scheduled. Accela will contact the Customer regarding the schedule and notify the Customer (email accepted) of the date for commencement of the Consulting Services. Unless otherwise set forth in the Customer Order, the Customer must contact Accela a minimum of five business days to reschedule the Consulting Services' start date. If the Customer does not contact Accela to reschedule the Consulting Service start date as set forth in the Customer Order or where no reschedule time is stated, a minimum of five (5) business days, the Customer is responsible for any expenses incurred by Accela due to the Customer failure to notify Accela properly.
- Accela will observe all reasonable security requirements provided by the Customer to Accela in writing during access to Customer premises.
- Any changes to the Consulting Services' scope may require a signed change order detailing the changes, additional time required, and necessary variations of fees.
- Accela owns all intellectual property right in all documents, work product, and other materials prepared by Accela or delivered to the Customer during the course of performing the Consulting Services, including any items identified as such in the Order (collectively, the "Deliverables"). Excluding Accela Software, and subject to the Customer payment of all fees for the Consulting Services, Accela grants the Customer a license to use the Deliverables subject to the terms and restrictions applicable to the License Agreement, as such terms apply to Accela's software and SaaS services..

To efficiently provide the Customer with Accela Consulting Services, the Customer will:

- Secure all necessary licenses, permits, and comply will all applicable law concerning the Consulting Services before the Consulting Services start date.

- Provide access to the Customer premises and provide safe office accommodation and other facilities as reasonably requested by Accela to perform the Consulting Services.
- Have all equipment ready and available for Accela's access to perform the Consulting Services.
- Provide such materials or information as Accela may reasonably request to carry out the Consulting Services in a timely manner and ensure that such Customer materials or information are complete and accurate.
- Respond to Accela request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Accela to perform the Consulting Services in accordance with the requirements of the Order.
- Unless otherwise set forth in the Order, the Customer agrees to reimburse Accela for all actual, documented, and reasonable travel and out-of-pocket expense incurred by Accela in the Consulting Services' performance. Unless otherwise agreed in advance, Accela's consultants shall travel using economy class flights, reasonable business appropriate accommodations, and standard size car rentals.

Privacy

Any personal information (PII) that the Customer provides to Accela or Accela accesses during the provisioning of the Consulting Services is subject to Accela's Privacy Policy at <https://www.accela.com/privacy-policy/>. The Customer represents and warrants that the Customer has received all applicable consents from persons whose personal information the Customer provides to Accela or may be accessed by Accela during Accela performance of the Consulting Services.

Supplemental Terms

For any Customer receiving Consulting Services from Accela that has not yet entered into a License Agreement, Customer, commencing on the first day Consulting Services are provided, Customer is granted a thirty (30) day license to use Deliverables (and any other Accela materials provided during such engagement, subject to the applicable License Agreement set forth at [accela.com/terms/](https://www.accela.com/terms/). At the end of the thirty (30) day license, if Customer has not entered into a new License Agreement referencing Consulting Services, Customer's license to the Deliverables granted under "Supplemental Terms" of this Policy is terminated.

Accela Availability and Security Policy

Service Availability:

Accela will use commercially reasonable efforts to (a) provide bandwidth sufficient for Customer's use of the Subscription Services provided hereunder and in an applicable Order Form and (b) operate and manage the Subscription Services with a ninety-nine and nine percent (99.9%) uptime goal (the "Availability SLA"), excluding situations identified as "Excluded" below.

"Excluded" means any outage that results from any of the following:

- a. Any maintenance performed by Accela during Accela's standard maintenance windows. Accela will notify Customer within forty-eight (48) hours of any standard maintenance and within twenty-four (24) hours for other non-standard emergency maintenance (collectively referred to herein as "Scheduled Maintenance"). Scheduled maintenance includes off-business-hours (agency time) deployments of major releases & service packs. Major releases are deployed into an agency's non-production environments well in advance, typically 4 weeks ahead of production, to allow for adequate user acceptance testing.
- b. Customer's information content or application programming, or the acts or omissions of Customer or its agents, including, without limitation, the following:
 1. Any mis-configuration by Customer (as determined in Accela's sole discretion), including, without limitation, configuration errors and bad or unintended usage of the Subscription Services.
 2. Force majeure or other circumstances beyond Accela's reasonable control that could not be avoided by its exercise of due care.
- c. Failures of the carrier networks itself and the network by which Customer connects to the carrier networks any other network unavailability.
- d. Any window of time when Customer agrees that Subscription Services availability/unavailability will not be monitored or counted.
- e. Interruptions or delays in providing the Subscription Services resulting from telecommunication or Internet service provider failures.
- f. Customer's or any third party's use of the Subscription Services in an unauthorized or unlawful manner.

Remedies for Excessive Downtime:

In the event the Availability of the Subscription Services falls below the Availability SLA in a given calendar month, Accela will pay Customer a service credit ("Service Credit") equal to the percentage of the fees set forth in the table below corresponding to the actual Availability of the Subscription Services during the applicable calendar month. Such Service Credit will be issued as a credit against any fees owed by Customer for the next calendar month of the Subscription Period or, if Customer does not owe any additional fees, then Accela will pay Customer the amount of the applicable Service Credit within thirty (30) days after the end of the calendar month in which such credit accrued. Such Service Credit will be in addition to any other remedies available to Customer at law, in equity or under this Agreement.

System availability is measured by the following formula: $x = (n - y) * 100 / n$

Notes:

- (1) "x" is the uptime percentage; "n" is the total number of hours in the given calendar month minus scheduled downtime; and "y" is the total number of downtime hours in the given calendar month.
- (2) Specifically excluded from "n and "y" in this calculation are the exception times on scheduled upgrade and maintenance windows.

Service	Availability	Percentage of Monthly Service Fees Credited
>99.9%		0%
95.0% -	< 99.9%	5% (max of \$280)
90.0% -	< 95.0%	10% (max of \$560)
80.0% -	< 90.0%	20% (max of \$840)
70.0% -	< 80.0%	30% (max of \$1,120)
60.0% -	< 70.0%	40% (max of \$1,400)
<	< 60%	50% (max of \$2,800)

Customer Account Login:

For Accela user interface access, Accela uses TLS 1.2 with AES 256 bit or similar encryption for protection of data in transit, which is supported by most modern browsers. Accela will also restrict applicable administrative user interface access to Customer corporate networks for additional security on written request by Customer.

Accela SaaS Service Delivery:

Accela manages its apps and infrastructures within the industry-leading Microsoft Azure hosting environment, specifically designed and constructed to deliver world- class physical security, power availability, infrastructure flexibility and growth capacity. Accela's audit and compliance foundation includes SSAE 18 SOC 2 Type II, HIPAA, California Consumer Privacy Act (CCPA), and PCI-DSS (payment adapters). Accela's partnership with Microsoft delivers multi-layered security in physical datacenters, infrastructure and operations, with adherence to its numerous security certifications. More information can be found at <https://azure.microsoft.com/en-us/overview/security/>.

Accela, Inc.

Consolidated SaaS Support Policies

This document contains two policies, the Standard Support SaaS Services and the Preferred Support SaaS Services Policies. Please refer to the appropriate section, depending on the level of Support Services you have purchased from Accela.

In the event you are unsure or wish to upgrade your Support Services Level, please contact your account manager.

Policy 1

Accela, Inc. Standard SaaS Support Services Policy Dated: May 31, 2023

This Accela Standard SaaS Support Services Policy ("Support Policy") governs the terms under which Accela provides Support Services and is subject to the SaaS services agreement ("Agreement") entered into between Accela and the recipient of such services ("Customer"). This Support Policy may be updated from time to time by Accela at its sole discretion.

General Requirements and Hours of Operation

- a. **Ticketing Support:** Accela will provide access to a ticketing system, which will be available twenty-four (24) hours per day, seven (7) days per week. A qualified support specialist shall use commercially reasonable efforts to answer questions and resolve problems regarding the Subscription Service from 4:00 A.M. until 6:00 P.M. Pacific Standard Time, Monday through Friday, excluding Accela's observed holidays.
- b. **Telephone Support:** Accela's Customer Support Department, a live technical support facility, will be available in English to your identified Authorized Customer Contacts from 4:00 A.M. until 6:00 P.M. Pacific Standard Time Monday through Friday, excluding Accela's observed holidays.
- c. **Online Support Material:** Available twenty-four (24) hours, seven (7) days a week, Accela will make specific archived Software updates and other technical information available to customers in Accela's online support databases.

(1) Authorized Support Contacts: These are individuals designated by the agency to be the primary contacts with Accela Technical Support. The agency can choose up to two (2) Authorized Support Contacts and must inform Accela promptly of any changes. Their responsibilities include:

- Initiating and managing support cases through email, phone, and online submission.
- Acting as the primary contact for all support-related communication.
- Managing the list of authorized contacts within the agency.

Authorized Support Contacts have the following privileges and responsibilities:

- Opening new support cases for the agency.
- Viewing all open cases related to their organization.
- Requesting system changes if needed.
- Engaging in communication with Accela Support about sensitive data.

It is expected that Authorized Support Contacts:

- Have completed Accela's Administrator Training.
- Possess unique knowledge about the agency's configured solution to assist with technical issues.
- Understand and can reproduce reported problems for effective troubleshooting.

(2) Submitting a Case

Authorized Support Contacts may submit cases via:

- a. The online support portal by logging into the Accela Success Community at <https://success.accela.com> and selecting Get Support > Submit a case or
- b. A telephone call to Customer Support as described below (*For Severity Level 1 and Severity Level 2 issues, Customer must call Customer Support*)

(3) Updates

Updates may address security fixes, critical patches, general maintenance functionality, and documentation and shall be made available at Accela's discretion. Accela is under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. If an update for the Service is made available to Customer pursuant to this Support Policy, it will automatically replace the previous version of the applicable Service.

Where practical, Accela will schedule Updates during non-business hours and provide Customers with advance notice of all Updates.

(4) Upgrade/Downgrade of Severity Level

If, during the Support Request process, the issue either warrants assignment of a higher severity level than currently assigned or no longer warrants the severity level currently assigned based on its current impact on the production operation of the SaaS offering, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact.

(5) Customer Cooperation

Accela must be able to reproduce errors in order to resolve them. Customer shall cooperate and work closely with Accela to reproduce errors, including, without limitation, conducting diagnostic or troubleshooting activities, implementation of fixes or updates previously provided by Accela, or providing information as reasonably requested and appropriate. Also, Accela may access Authorized Support Contacts account and/or an admin account and/or Customer's personnel may be asked to provide remote access to their internal system for, without limitation, conducting diagnostic or troubleshooting activities or implementation of fixes or updates previously provided by Accela.

(6) Third-Party Product Support

If any third-party software is supplied by Accela, notwithstanding anything to the contrary, Accela disclaims all support obligations for such third-party software unless expressly specified by Accela in Customer's Agreement.

(7) **Exclusions**

This Support Policy does not cover the following Support Exclusions:

- a. Support required due to Customer's or any End User's or third party's misuse of the Services;
- b. Support during times outside of Accela's regular business hours stated above;
- c. Support necessitated by external factors outside of Accela's reasonable control, including any force majeure event or Internet access or related problems beyond the Service demarcation point;
- d. Support of or caused by customizations (if outside of Accela's best practice recommendations), configuration changes, scripting, or data loss caused by or on behalf of Customer or any End User;
- e. Support of or caused by Customer's or any End User's or third party's equipment, software, or other technology (other than third party equipment within Accela's direct control);
- f. Support to resolve or work-around conditions which cannot be reproduced in Accela's support environment and
- g. Support of any software add-ons supplied together with the Service (except where specified in the Customer's Agreement).

Any support services falling within these Support Exclusions may be provided by Accela at its discretion and, if so provided, may be subject to additional pricing and support terms as specified by Accela.

(1) **Error Classification**

Functional Definitions: Any major system functions required for delivery of Service to Customer, with Service defined as fulfillment of the Customer's business functions, as designed, by the SaaS product.

Severity	Definition
Level 1	Supported Product is non-functional or seriously affected and there is no reasonable workaround available (e.g. business is halted).
Level 2	Supported Product is affected and there is no workaround available or the workaround is impractical (e.g. Supported Product response is very slow, day to day operations continue but are impacted by the work around).
Level 3	Supported Product is non-functional however a convenient workaround exists (e.g. non-critical feature is unavailable or requires additional user intervention).
Level 4	Supported Product works, but there is a minor problem (e.g. incorrect label, or cosmetic defect).

(2) Target Initial Response Time

Accela will use commercially reasonable efforts to respond to each case within the applicable response time described in the table below:

Target Initial Response Time by Case Severity	
Severity Level	Target Initial Response Time
1	1 day ^a
2	3 days ^a
3	5 days ^a
4	7 days ^a

^a Initial response times include M-F, 4 am to 6 pm PT, excluding weekends and holidays. Severity Level 1 and 2 cases must be submitted via telephone as described above. Severity Level 1 and 2 target initial response times do not apply to cases submitted via email or electronically via the Accela Success Community.

Policy 2

Accela, Inc. Preferred SaaS Support Policy Dated: May 31, 2022

This Accela Preferred SaaS Support Services Policy ("Support Policy") governs the terms under which Accela provides Support Services and is subject to the SaaS services agreement ("Agreement") entered into between Accela and the recipient of such services ("Customer"). This Support Policy may be updated from time to time by Accela at its sole discretion. This Support Policy only applies to Customers that have purchased Preferred Level Support.

General Requirements and Hours of Operation

- a. **Ticketing Support:** Accela will provide access to a ticketing system, which will be available twenty-four (24) hours per day, seven (7) days per week. A qualified support specialist shall use commercially reasonable efforts to answer questions and resolve problems regarding the Subscription Service from 4:00 A.M. until 6:00 P.M. Pacific Standard Time, Monday through Friday, excluding Accela's observed holidays.
- b. **Telephone Support:** Accela Customer Support Department, a live technical support facility, will be available in English to your identified Authorized Support Contacts twenty-four hours a day, seven days a week (including weekends and holidays). Telephone support will be handled via a dedicated Preferred Support line. Access to Accela self-service resources is available 24x7 through the Accela Success Community site. Cases may be handled by a triage agent, who will document the case and route it to the appropriate Accela support engineer for resolution. Accela support engineers will follow through on the case for the Authorized Support Contacts. Actual resolution time will vary. Resolutions can take many forms – a workaround, code update, user training, or other solution.
- c. **Online Support Material:** Available twenty-four (24) hours, seven (7) days a week, Accela will make specific archived Software updates and other technical information available to customers in Accela's online support databases.

(1) Authorized Support Contacts: These are individuals designated by the agency to be the primary contacts with Accela Technical Support. The agency can choose up to ten (10) Authorized Support Contacts and must inform Accela promptly of any changes. Their responsibilities include:

- Initiating and managing support cases through email, phone, and online submission.
- Acting as the primary contact for all support-related communication.
- Managing the list of authorized contacts within the agency.

Authorized Support Contacts have the following privileges and responsibilities:

- Opening new support cases for the agency.
- Viewing all open cases related to their organization.
- Requesting system changes if needed.
- Engaging in communication with Accela Support about sensitive data.

It is expected that Support Authorized Support Contacts:

- Have completed Accela's Administrator Training.
- Possess unique knowledge about the agency's configured solution to assist with technical issues.
- Understand and can reproduce reported problems for effective troubleshooting.

(2) Submitting a Case: Authorized Support Contacts may submit cases via:

- a. The online support portal by logging into the Accela Success Community at <https://success.accela.com> and selecting Get Support > Submit a case or
- b. A telephone call to Customer Support as described below (*For Severity Level 1 and Severity Level 2 issues, Customer must call Customer Support*)

(3) Updates: Updates may address security fixes, critical patches, general maintenance functionality, and documentation and shall be made available at Accela's discretion. Accela is under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. If an update for the Service is made available to Customer pursuant to this Support Policy, it will automatically replace the previous version of the applicable Service.

Where practical, Accela will schedule Updates during non-business hours and provide Customers with advance notice of all Updates.

(4) Upgrade/Downgrade of Severity Level: If, during the Support Request process, the issue either warrants assignment of a higher severity level than currently assigned or no longer warrants the severity level currently assigned based on its current impact on the production operation of the SaaS offering, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact.

(5) Customer Cooperation: Accela must be able to reproduce errors in order to resolve them. Customer shall cooperate and work closely with Accela to reproduce errors, including conducting diagnostic or troubleshooting activities, implementation of fixes or updates previously provided by Accela, or providing information as reasonably requested and appropriate. Also, Accela may access **Authorized Support Contacts** account and/or an admin account and/or Customer's personnel may be asked to provide remote access to their internal system for, without limitation, conducting diagnostic or troubleshooting activities or implementation of fixes or updates previously provided by Accela.

(6) Third-Party Product Support: If any third-party software is supplied by Accela, notwithstanding anything to the contrary, Accela disclaims all support obligations for such third-party software unless expressly specified by Accela in Customer's Agreement.

(7) Named Technical Support Advisor: Accela will provide a named technical support advisor for any Preferred support plan holders. The technical support advisor will have knowledge of the customer's system and provide oversight for any support cases created with Accela. They will also facilitate the following:

1. **Scheduled calls to review open support tickets with Accela; and**
2. **A monthly service review to review overall support performance.**

(8) Monthly APO Data Loads: The Preferred support plan includes a monthly upload of APO data to your hosted environment. This must be requested following the methods outlined in the case submission process in this document. All APO load cases will be addressed as a Sev3 severity-level case.

(9) Exclusions: This Support Policy does not cover the following Support Exclusions:

- a. Support required due to Customer's or any End User's or third party's misuse of the Services;
- b. Support during times outside of Accela's regular business hours stated above;
- c. Support necessitated by external factors outside of Accela's reasonable control, including any force majeure event or Internet access or related problems beyond the Service demarcation point;
- d. Support of or caused by customizations (if outside of Accela's best practice recommendations), configuration changes, scripting, or data loss caused by or on behalf of Customer or any End User;
- e. Support of or caused by Customer's or any End User's or third party's equipment, software or other technology (other than third party equipment within Accela's direct control);
- f. Support to resolve or work-around conditions which cannot be reproduced in Accela's support environment and
- g. Support of any software add-ons supplied together with the Service (except where specified in the Agreement).

Any support services falling within these Support Exclusions may be provided by Accela at its discretion and, if so provided, may be subject to additional pricing and support terms as specified by Accela.

(1) Error Classification:

Functional Definitions: Any major system functions required for delivery of Service to Customer, with Service defined as fulfillment of the Customer's business functions, as designed, by the SaaS product.

Severity	Definition
Level 1	Supported Product is non-functional or seriously affected and there is no reasonable workaround available (e.g. business is halted).
Level 2	Supported Product is affected and there is no workaround available or the workaround is impractical (e.g. Supported Product response is very slow, day to day operations continue but are impacted by the work around).
Level 3	Supported Product is non-functional however a convenient workaround exists (e.g. non-critical feature is unavailable or requires additional user intervention).
Level 4	Supported Product works, but there is a minor problem (e.g. incorrect label, or cosmetic defect).

- (2) **Target Initial Response Time:** Accela will use commercially reasonable efforts to respond to each case within the applicable response time described in the table below:

Target Initial Response Time by Case Severity	
Severity Level	Target Initial Response Time
1	1 hour ^a
2	4 hours ^a
3	8 hours ^a
4	24 hours ^a

^a Initial response times are 24x7, including weekends and holidays. Severity Level 1 and 2 cases must be submitted via telephone as described above. Severity Level 1 and 2 target initial response times do not apply to cases submitted via email or electronically via the Accela Success Community.



ACCELA, INC.
DATA STORAGE POLICY

The Licensee's subscription comes with a limit of 2.5TB data storage for all cloud environments. Data storage includes:

- Transaction data;
- Reference data;
- Configuration data;
- Documents and Report Files;
- Backup copies; and
- Other data stored by Accela on behalf of the customer.

Additional storage can be purchased from Accela in blocks of 500GB, with a price of one thousand dollars (\$1,000) per year. When Licensee approaches the 2.5TB limit, it will begin receiving monthly notifications highlighting data usage levels across its environment. Once the 2.5TB limit is reached, a charge of one thousand dollars (\$1,000) for an additional 500GB will be automatically added to the Licensee's subscription renewal.

Data Retention

If the Licensee's Software as a Service ("SaaS") subscription expires or is otherwise terminated, Contractor will initiate its data retention processes, including the deletion of licensee data from systems directly controlled by Contractor.

- If a Licensee's SaaS subscription expires or is otherwise terminated, Contractor will store its customer data, as defined in the master agreement between Licensee and Contractor, for ninety (90) days (the "Retention Period"). During the Retention Period, provide Licensee with a notice indicating its intention to delete its Customer Data.
- After the Retention Period, Contractor will, within a commercially reasonable amount of time, disable the account and delete the customer data, including any cached or backup copies.

History and log data will be available to customers in real-time for up to 2 years in production and 1 year in non-production, unless otherwise specified. After 2 years, the history data will be archived and retained for up to 7 years. This data will be provided to the customer upon request.

Frequently Asked Questions

Can Licensee track its storage usage on the Accela Cloud?

It's not currently possible to track storage usage in the Civic Platform application. However, Licensee will receive a report detailing its data usage annually, at the time of renewal. Licensee can request this information at any time outside of the renewal period by submitting a support case through Accela Customer Support. When Licensee approaches the storage limit, it will receive monthly notifications particularizing its storage usage.

What will happen if Licensee exceeds its storage limit?

If Licensee's Accela Cloud instance exceeds the storage limit, it will receive notification and a charge of one thousand (\$1,000) per 500GB of usage will be billed at the time of subscription



Can I increase my storage limit?

Yes. Storage limits can be increased by purchasing additional storage in blocks of 500GB at one thousand dollars (\$1,000) per year.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-24-2545

**APPROVING AN AMENDMENT TO THE PHASE II ENGINEERING SERVICES
AGREEMENT WITH TRANSYSTEMS CORPORATION OF SCHAUMBURG,
ILLINOIS FOR BUNKER ROAD EXTENSION, KANE COUNTY SECTION NO.
14-00275-01-PV**

WHEREAS, pursuant to Resolution No. 22-224, the County of Kane approved a Phase II Engineering Services Agreement (hereinafter the "Agreement") with TranSystems Corporation and appropriated Four Hundred Twenty Thousand Seven Hundred Forty-Nine Dollars (\$420,749.00), (hereinafter the "appropriation"); and

WHEREAS, additional engineering services as set forth in the scope of work set forth in the Agreement are desired by the County for the successful completion of various County projects; and

WHEREAS, in order to address the need for the additional engineering services, the County desires to amend the Agreement, (hereinafter the "Amendment"), (a copy of which Amendment is on file in the office the Kane County Clerk) by increasing the appropriation of the cost of engineering services an additional \$45,954.00; and

WHEREAS, it is in the County's best interest to extend the upper limit of the appropriation as set forth in the Agreement and the Amendment by an additional Forty-Five Thousand Nine Hundred Fifty-Four Dollars (\$45,954.00) from \$420,749.00 to \$466,703.00.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Amendment to the Agreement with TranSystems Corporation is hereby approved and that the Chairman thereof is hereby authorized to execute the Amendment along with any other documents for the Agreement as amended.

BE IT FURTHER RESOLVED that there is hereby appropriated the sum of Forty-Five Thousand Nine Hundred Fifty-Four Dollars (\$45,954.00) from Transportation Sales Tax Fund #305, Line Item #50140 (Engineering) for a total appropriation for the Agreement and its Amendment not to exceed Four Hundred Sixty-Six Thousand Seven Hundred Three Dollars (\$466,703.00).

Line Item: 305.520.527.50140

Line Item Description: Engineering

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes

Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on August 13, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving an Amendment to the Phase II Engineering Services Agreement with TranSystems Corporation of Schaumburg, Illinois for Bunker Road Extension, Kane County Section No. 14-00275-01-PV

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Mike Zakosek, 630.406.7346

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$45,954.00
If not budgeted, explain funding source: N/A	

Summary:

In 2022, staff completed the QBS process to select TranSystems for Phase I/II Engineering Services for the proposed Bunker Road Extension improvement. Earlier this spring after staff completed the land acquisition process, it was determined that soil borings were required on a parcel of land where a proposed detention pond will be located since the water table was higher than expected. Additional funds are requested to obtain more geotechnical soil borings in order to redesign the proposed detention pond. Additional funds are also requested because the design of the roundabout pavement was changed from asphalt to concrete based on successful use of concrete at the Bliss/Main/Fabyan roundabout opened last year.

As part of this improvement, KDOT will replace the existing wayside horn system on LaFox Road. Additional funds are requested to revise the contract plans to also add replacement of the wayside horn system on Brundige Road on behalf of the Blackberry Township Road District as part of this construction contract. This last addition will form the basis of an IGA with Blackberry Township Road District in consideration of the future jurisdictional transfer of LaFox Road.

Staff recommends approval of an additional \$45,954.00 be added to the existing agreement.

**AMENDMENT NO. 1 TO AN AGREEMENT
BETWEEN THE COUNTY OF KANE AND TRANSYSTEMS CORPORATION FOR
PROFESSIONAL DESIGN ENGINEERING SERVICES
BUNKER ROAD EXTENSION
KABE COUNTY SECTION NO. 14-00275-01-PV**

PURCHASE ORDER #2024-_____

This Amendment No. 1 made this 13th day of August, 2024, to an Agreement between the COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the “COUNTY”), and, TRANSYSTEMS CORPORATION., an Illinois corporation and an Illinois licensed professional engineering firm with offices at 1475 East Woodfield Road, Suite 600, Schaumburg, Illinois 60173 (hereinafter referred to as the “ENGINEER”). The COUNTY and the ENGINEER are sometimes hereinafter collectively referred to as the “PARTIES” and individually as a “PARTY”.

RECITALS

WHEREAS, pursuant to Kane County Resolution No. 22-224, the COUNTY and the ENGINEER entered into a Phase II Engineering Services Agreement for the Phase II design services for the Bunker Road Extension in the amount of \$420,749.00 (hereinafter referred to as the (“Agreement”);

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in the Agreement between the PARTIES, and their mutual request to modify the Agreement, the PARTIES hereby agree as follows:

1.0 RECITALS INCORPORATED

1.1 The foregoing preambles are incorporated into this Amendment No. 1 as though fully set forth herein,

2.0 AGREEMENT REMAINS IN EFFECT

2.1 The Agreement, shall remain in full force and effect except where the provisions of this Amendment No. 1 conflict with the Agreement, in which case the provisions of this Amendment No. 1 shall supersede and control.

3.0 SCOPE OF SERVICES

3.1 Additional engineering services are to be provided by the ENGINEER in accordance with the modified scope of services identified within Exhibit “A” and Exhibit “B” attached hereto and are incorporated into Amendment No. 1 by reference..

4.0 COMPENSATION

4.1 Compensation to the ENGINEER for the additional engineering services identified within Exhibit “A” and Exhibit “B” of this Agreement shall be \$45,954.00 based upon the additional services and work identified therein.

4.2 Total payments to the ENGINEER for the engineering services under the terms of the Agreement and this Amendment No. 1 shall not exceed \$466,703.00.

5.0 PROJECT SCHEDULE


5.1 The date of termination of the Agreement shall be December 31, 2028, unless otherwise extended by mutual written agreement of the PARTIES or unless otherwise terminated as provided for within the Agreement.

The PARTIES set their hands and seals as of the date written above.

COUNTY OF KANE

TRANSYSTEMS CORPORATION

CORINNE M. PIEROG
MADAM CHAIR, KANE COUNTY
BOARD




TODD BRIGHT
PRINCIPAL – SENIOR VICE PRESIDENT

ATTEST:

ATTEST:

JOHN A. CUNNINGHAM
KANE COUNTY CLERK



MATT BALDWIN
SENIOR PROJECT MANAGER -
ASSISTANT VICE PRESIDENT

**Bunker Road Extension
Keslinger Road to La Fox Road
Phase I/II Engineering
Scope of Services**

**July 8, 2024
Supplement #1**

The scope of this project will be to complete Phase I/II engineering services for the extension of Bunker Road from Keslinger Road to La Fox Road. Although the original scope of services was meant to be comprehensive, there are items that require effort, which is summarized in the following tasks:

1. Wetland Impacts and Coordination

Based on the original wetland delineation, no wetlands were identified within the project limits. That delineation expired and the new delineation included wetlands that will be impacted by the proposed improvements, requiring a USACE permit. HLR previously submitted an amendment to complete the wetland delineation and report, and unused hours for retaining wall design were used to cover this effort.

TranSystems was required to support the wetland coordination and permitting in the following areas:

- a. Exhibits for the Wetland Impact Evaluation (WIE)
- b. Coordination with HLR and KDOT
- c. Coordinate with V3 to secure wetland credits and agreement

2. Evaluation of Lime Stabilization for Poor Soils

- a. Coordinate with TSC and lime providers to develop a solution for the poor soils and stabilizing the roadway.
- b. New Sheets (Refer to the sheet hour summary):
 - i. Soil Modification Plan

3. Pond D Revisions

Additional borings were taken at Pond D by TSC to determine if the soils are suitable to be used for roadway fill/embankment. However, the results indicated the water table was higher than expected at Pond D when compared to the previous geotechnical information, which was used to design the pond. The water table elevations at the two borings were near, or above, the bottom of the detention basin bottom, which could cause water quality and constructability issues, while also

resulting in standing water at the bottom of Pond D. The water table elevation was much higher at Boring B-206 due to an aggregate deposit, and TSC recommends additional geotechnical investigations to better assess the issue and develop a solution. TSC's supplemental scope is attached. TranSystems anticipates the following design tasks will be necessary to update Pond D following completion of TSC's supplemental analysis.

- a. Additional geotechnical testing by TSC
- b. Revise the grading at this location, verify that water quality requirements and detention capacity are adequate.
- c. Update Compensatory Storage grading area. Due to its close proximity to Pond D, it is anticipated that the compensatory storage area will need to be revised to meet detention volumes.
- d. Update Earthwork Quantities
- e. Revised Sheets (Refer to the sheet hour summary):
 - i. Schedule of Quantities
 - ii. Erosion and Sediment Control Plans
 - iii. Drainage and Detention Plans
 - iv. Landscaping Plans
 - v. Cross Sections

4. Wayside Horn Evaluation and Coordination

Once Bunker Road is extended, the County plans to transfer jurisdiction of La Fox Road to Blackberry Township. Additionally, on July 3, 2024 the County became aware that the wayside horn at Brundige Road is no longer operational and would like to replace it as part of the Bunker Road improvements.

- a. Obtain and review available information, including railroad agreements, construction plans, and coordinate with ICC/UPRR
- b. Coordinate with Riotech to identify the preferred improvements, costs, and next steps.
- c. The as-built plans will be added to the plan set, including a pay item, and corresponding specifications.
- d. Brundige Road location
 - i. Add as-built plans to the Bunker Road plan set
 - ii. Coordinate with Riotech
 - iii. Add specification and estimate to plans

5. Easement with UPRR

It was originally anticipated that an easement had been established for Bunker Road extension at the UPRR overpass structure. Through coordination with the County and UPRR, it has been determined that an easement is not in place and will need to be approved. The following work was coordinated with Regional Land Services and their effort is reflected as a direct cost in the proposal.

- a. Develop an Easement Exhibit for UPRR
- b. Title description for the proposed permanent easement

6. Design/Plan Revisions to Change Roundabout from HMA to PCC

The Bunker/Keslinger roundabout was originally designed for HMA pavement and prefinal design was complete in November 2022. KDOT provided direction in January 2023 that the preference was to switch the pavement design to PCC.

- a. PCC Pavement Design
 - a. Quantities needed to be updated:
 - i. Earthwork
 - ii. Removal Items
 - iii. Pavement Items
 - iv. Granular subbases
 - v. Pavement markings
 - b. Plan Sheet Revisions (Refer to the sheet hour summary):
 - i. Maintenance of Traffic Plan - Typical Sections
 - ii. Maintenance of Traffic Plan
 - iii. PCC Jointing Plan (New Sheets)

Assumptions

The following assumptions were made when developing this scope of services.

- A separate tree removal contract in order to comply with the NLEB guidelines is not anticipated.

**Bunker Road Extension
Workhour Summary
Supplement #1**

<u>Task and Description</u>	Total Workhours	TranSystems	TSC
Task 1 – Wetland Impacts and Coordination			
Exhibits for the Wetland Impact Evaluation (WIE)	8	8	
Coordination with HLR and KDOT	6	6	
Coordinate with V3 to secure wetland credits and agreement	10	10	
Subtotal:	24	24	
Task 2 – Evaluation of Lime Stabilization			
Evaluate and coordinate solution for poor soils	10	10	
New Sheets (Refer to Plan Sheet Hours for breakdown)	24	24	
Subtotal:	34	34	
Task 3 – Pond D Revisions			
Additional geotechnical testing and proposed solution	17	1	16
Revise grading, check detention and water quality	6	6	
Update compensatory storage	4	4	
Update earthwork quantities	4	4	
Revised Sheets (Refer to Plan Sheet Hours for breakdown)	25	25	
Subtotal:	56	40	16
Task 4 – Wayside Horn Evaluation and Coordination			
Obtain and review existing data	12	12	
Coordinate with Riotech	10	10	
Add as-built plans and develop specification for the work	6	6	
Brundige Road Location	12	12	
Subtotal:	40	40	
Task 5 – Easement with UPRR			
Develop an Easement Exhibit for UPRR	0		
Title description for the proposed permanent easement	0		
Subtotal:	0	0	
Task 6 – Design/Plan to change Roundabout from HMA to PCC			
PCC Pavement Design	4	4	
Quantity Revisions	24	24	
Revised Sheets (Refer to Plan Sheet Hours for breakdown)	62	62	
Subtotal:	90	90	
Total:	244	228	16

Sheet Description	No. of Affected Sheets	Hours / Sheet	Total Hours
Task 2 – Evaluation of Lime Stabilization			
Soil Modification Plans (New Sheets)	6	4	24
Subtotal	6		24

Task 3 – Pond D Revisions			
Schedule of Quantities	2	1	2
Erosion and Sediment Control Plans	1	2	2
Drainage and Detentions Plans	6	2	12
Lanscaping Plans	3	1	3
Cross Sections	6	1	6
Subtotal	18		25

Task 6 – Design/Plan to change Roundabout from HMA to PCC			
Maintenance of Traffic Plan - Typical Sections	6	1	6
Maintenance of Traffic Plan	8	2	16
PCC Jointing Plan (New Sheets)	5	8	40
Subtotal	19		62

TOTAL 43 111



May 24, 2024

Mr Matt Baldwin, PE
TranSystems Corporation
1475 East Woodfield Road Suite 600
Schaumburg, IL 60173-5058

TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
Phone 630.462.2600

RE: P.N. 73,246
Geotechnical Exploration
Supplemental Soil Borings
Detention Basin D
NWC Bunker and Keslinger Roads
Kane County, IL

Dear Mr Baldwin, PE:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Supplemental Geotechnical Engineering Services for the above-captioned project. The objectives of the Geotechnical Exploration are to explore soil and groundwater conditions and provide additional recommendations for proposed Detention Basin D on the northwest corner of Bunker Road and Keslinger Road. TSC will also provide additional guidance during the development of the detention basin design.

Boring Program:

We are proposing to drill up to six (6) supplemental soil borings as part of our Geotechnical Exploration. They would be extended to 15 feet below existing grade. The borings will help better delineate the area of Detention Basin D that will need a clay liner. Total drilling footage on this basis is estimated to be about 90 lineal feet.

For the purposes of this proposal, we have assumed that the boring locations will be accessible to a conventional truck or ATV-mounted drill. In this regard, they should not be located in standing water, within wooded areas or on steeply sloping ground. No provisions have been made for tree/brush clearing or other obstruction removal should borehole access be impeded. Landscape restoration (if required) is also not included in the project budget.

TSC will utilize personnel who are trained in layout procedures to stake the borings in the field. Ground surface elevations for each borehole will be determined by GPS using a Trimble R12 GNSS receiver. Utility clearance for the borings will be obtained by contacting JULIE (Joint Utility Locating Information for Excavators). Private underground utility lines will have to be marked by the property owner or their agents; a private locator can be hired for an added cost if necessary.

Soil samples will primarily be obtained by split-spoon methods, with thin-walled tubes also taken if conditions dictate. Sampling will be performed at 2½-foot intervals for at least the first 15 feet (and greater if fill or unsuitable soil types extend below that depth as well as in cut or detention areas), to otherwise not exceed 5-foot intervals. A representative portion of the split-spoon samples will be placed in a glass jar with a screw-type lid for transportation to our laboratory. Groundwater observations will also be made during and following completion of drilling operations, with the boreholes to be backfilled immediately and any in pavement areas also patched at the surface.

Laboratory Testing:

Samples obtained from the borings will be examined by experienced laboratory personnel in order to verify field descriptions as well as to visually classify in accordance with the Unified Soil Classification System. Laboratory testing will include moisture content and dry unit weight determinations as well as measurements of unconfined compressive strength by direct or indirect methods, as appropriate. Other tests deemed to be necessary by TSC's Project Engineer may also be recommended for your approval.

Engineering Report:

A geotechnical engineering report will be prepared upon completion of field and laboratory testing, to include typed boring logs and a location plan. The report will provide a summary of soil and groundwater conditions as well as address their impact on the proposed Detention Basin D. TSC will also provide additional guidance/recommendations for the design of the detention basin.

Fees and Scope:

In accordance with the Cost Estimate attached, TSC is proposing a not-to-exceed budget amount of **Eight Thousand Dollars (\$ 8,000.00)** to provide the Geotechnical Exploration outlined above. Our proposal is based on the understanding that the boring locations are accessible to conventional drilling equipment and the work can be performed during standard business hours. Our fee is further subject to this proposal being accepted by you on or before December 31, 2024.

Should the study reveal unexpected subsurface conditions requiring a change in the scope of work, you will be contacted before we proceed with any additional work. Our invoice would then be based on our standard unit rates given in the attached Cost Estimate or as otherwise agreed upon. While our quoted fee does not include earthwork, excavation, and/or footing observations during the construction phase, the project budget should include a provision for these services. Plan review, preconstruction meetings and/or other consulting and professional services that are provided subsequent to the delivery of TSC's report would be covered by separate invoice.

TSC's geotechnical investigation does not include services required to evaluate the likelihood of the site being contaminated by hazardous materials or other pollutants. Analytical testing which would be required in connection with IEPA Form LPC-663, Uncontaminated Soil Certification is also not included. Should environmental and/or analytical testing be desired, please contact the undersigned for additional details and/or associated costs.

Closure:

The geotechnical engineering services being performed are subject to TSC's attached General Conditions. TSC charges include all state and federal taxes that may be required. However, unless stated otherwise they do not include license, permit or bond fees that local governments may impose, if any to potentially be added to our invoice. The invoice will be sent to the following unless written instructions to the contrary are received:

Mr Matt Baldwin, PE
TranSystems Corporation
1475 East Woodfield Road Suite 600
Schaumburg, IL 60173-5058
Tel: (847) 605-9600
Email: mnbaldwin@transystems.com

Local Public Agency Kane County DOT	County Kane	Section Number 14-00275-01-PV
Prime Consultant (Firm) Name TranSystems Corporation	Prepared By Matt Baldwin	Date 7/8/2024
Consultant / Subconsultant Name TranSystems	Job Number 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	6	MONTHS			OVERHEAD RATE	134.78%
START DATE	5/1/2024				COMPLEXITY FACTOR	0
RAISE DATE	4/12/2025				% OF RAISE	2.00%
END DATE	10/31/2024					

ESCALATION PER YEAR

Year	First Date	Last Date	Months	%	of Contract
0	5/1/2024	10/31/2024	6	100.00%	

The total escalation = 0.00%

Local Public Agency

Kane County DOT

County

Kane

Section Number

14-00275-01-PV

Consultant / Subconsultant Name

TranSystems

Job Number**PAYROLL RATES****EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE**

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	0.00%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Engineer 5 (E5)	\$86.00	\$86.00
Engineer 4 (E4)	\$86.00	\$86.00
Engineer 3 (E3)	\$77.17	\$77.17
Engineer 2 (E2)	\$64.51	\$64.51
Engineer 1 (E1)	\$48.62	\$48.62
Planner 5 (P5)	\$86.00	\$86.00
Planner 4 (P4)	\$75.23	\$75.23
Planner 3 (P3)	\$51.74	\$51.74
Planner 2 (P2)	\$70.48	\$70.48
Planner 1 (P1)	\$30.29	\$30.29
Architect 4 (AR4)	\$73.94	\$73.94
Architect 3 (AR3)	\$60.12	\$60.12
Architect 2 (AR2)	\$48.16	\$48.16
Architect 1 (AR1)	\$36.41	\$36.41
Analyst 2 (AN2)	\$38.60	\$38.60
Environmental Scientist 4 (SC4)	\$80.00	\$80.00
Industry Specialist 4 (IS4)	\$86.00	\$86.00
Industry Specialist 3 (IS3)	\$69.88	\$69.88
Surveyor 4	\$86.00	\$86.00
Construction Services 4 (CS4)	\$69.90	\$69.90
Construction Services 3 (CS3)	\$53.03	\$53.03
Construction Services 2 (CS2)	\$36.81	\$36.81
Construction Services 1 (CS1)	\$36.92	\$36.92
Technician 3 (T3)	\$46.12	\$46.12
Technician 1 (T1)	\$23.03	\$23.03
Administrative 3 (A3)	\$57.29	\$57.29
Administrative 2 (A2)	\$34.78	\$34.78

Local Public Agency	County	Section Number
Kane County DOT	Kane	14-00275-01-PV
Consultant / Subconsultant Name		Job Number
TranSystems		

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

[illegible]

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utlitiy Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Copies B/W 11x17	Actual Cost			\$0.00
Copies Color 8.5x11	Actual Cost			\$0.00
Traffic Counts/Geofencing	Actual Cost (See separate calculations)			\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$0.00

Kane County DOT

Kane

14-00275-01-PV

TranSystems

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

COMPLEXITY FACTOR 0

31,962

Local Public Agency

Kane County DOT

Consultant / Subconsultant Name

TranSystems

County

Kane

Section Number

14-00275-01-PV

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			1 Wetlands			2 Lime Stabilization			3 Pond D			4 Wayside Horn			5 UPRR Easement		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer 5 (E5)	86.00	0.0																	
Engineer 4 (E4)	86.00	0.0																	
Engineer 3 (E3)	77.17	26.0	11.40%	8.80	2	8.33%	6.43	4	11.76%	9.08	4	10.00%	7.72	10	25.00%	19.29			
Engineer 2 (E2)	64.51	0.0																	
Engineer 1 (E1)	48.62	118.0	51.75%	25.16	16	66.67%	32.41	18	52.94%	25.74	24	60.00%	29.17	12	30.00%	14.59			
Planner 5 (P5)	86.00	0.0																	
Planner 4 (P4)	75.23	0.0																	
Planner 3 (P3)	51.74	0.0																	
Planner 2 (P2)	70.48	0.0																	
Planner 1 (P1)	30.29	0.0																	
Architect 4 (AR4)	73.94	0.0																	
Architect 3 (AR3)	60.12	0.0																	
Architect 2 (AR2)	48.16	0.0																	
Architect 1 (AR1)	36.41	0.0																	
Analyst 2 (AN2)	38.60	0.0																	
Environmental Scientist 4 (ES4)	80.00	0.0																	
Industry Specialist 4 (IS4)	86.00	0.0																	
Industry Specialist 3 (IS3)	69.88	84.0	36.84%	25.75	6	25.00%	17.47	12	35.29%	24.66	12	30.00%	20.96	18	45.00%	31.45			
Surveyor 4	86.00	0.0																	
Construction Services 4 (C4)	69.90	0.0																	
Construction Services 3 (C3)	53.03	0.0																	
Construction Services 2 (C2)	36.81	0.0																	
Construction Services 1 (C1)	36.92	0.0																	
Technician 3 (T3)	46.12	0.0																	
Technician 1 (T1)	23.03	0.0																	
Administrative 3 (A3)	57.29	0.0																	
Administrative 2 (A2)	34.78	0.0																	
TOTALS		228.0	100%	\$59.71	24.0	100.00%	\$56.31	34.0	100%	\$59.48	40.0	100%	\$57.85	40.0	100%	\$65.32	0.0	0%	\$0.00

Local Public Agency

Kane County DOT

Consultant / Subconsultant Name

TranSystems

County

Kane

Section Number

14-00275-01-PV

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	6 Roundabout from HMA to PCC																	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer 5 (E5)	86.00																		
Engineer 4 (E4)	86.00																		
Engineer 3 (E3)	77.17	6	6.67%	5.14															
Engineer 2 (E2)	64.51																		
Engineer 1 (E1)	48.62	48	53.33%	25.93															
Planner 5 (P5)	86.00																		
Planner 4 (P4)	75.23																		
Planner 3 (P3)	51.74																		
Planner 2 (P2)	70.48																		
Planner 1 (P1)	30.29																		
Architect 4 (AR4)	73.94																		
Architect 3 (AR3)	60.12																		
Architect 2 (AR2)	48.16																		
Architect 1 (AR1)	36.41																		
Analyst 2 (AN2)	38.60																		
Environmental Scientist 4 (SC4)	80.00																		
Industry Specialist 4 (IS4)	86.00																		
Industry Specialist 3 (IS3)	69.88	36	40.00%	27.95															
Surveyor 4	86.00																		
Construction Services 4 (CS4)	69.90																		
Construction Services 3 (CS3)	53.03																		
Construction Services 2 (CS2)	36.81																		
Construction Services 1 (CS1)	36.92																		
Technician 3 (T3)	46.12																		
Technician 1 (T1)	23.03																		
Administrative 3 (A3)	57.29																		
Administrative 2 (A2)	34.78																		
TOTALS		90.0	100%	\$59.03	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

COST ESTIMATE
Supplemental Soil Borings
Detention Basin D
NWC Bunker and Keslinger Roads
Kane County, IL

ITEM		UNIT	QTY	RATE	COST
STAKING AND UTILITY CLEARANCE					
1.1	Layout Person to Mark Boring Locations, Obtain Surface Elevations and Arrange for Clearance of Underground Utilities	Hour	4.0	110.00	\$ 440.00
1.2	Utility Locator to Mark Private Underground Lines incl. Inside Existing Buildings	Cost + 10%	0	Est. 750.00	\$ 0.00
DRILLING AND SAMPLING					
2.1	Drill Mounted on Truck or ATV with Two-Person Crew (Portal-to-Portal)	Lump Sum	1	3,900.00	\$ 3,900.00
LABORATORY TESTING					
3.1	Examine Samples to Describe by Textural System and Classify Using the Unified Soil Classification System	Each	36	4.00	\$ 144.00
3.2	Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)	Each	20	8.00	\$ 160.00
3.3	Unconfined Compressive Strength of Cohesive Soils or Torvane Shear Strength Measurement	Each	5	16.00	\$ 80.00
3.4	Dry Unit Weight Determination	Each	0	8.00	\$ 0.00
SEISOPT REMI TESTING					
4.1	Measure Average Soil Shear Wave Velocity to 100' in Depth by SeisOpt ReMi Method (Used to Determine IBC Site Class for Seismic Design)	Each	0	875.00	\$ 0.00
ENGINEERING SERVICES					
5.1	Prepare Updated Geotechnical Report with Typed Boring Logs and Location Plan	Lump Sum	1	900.00	\$ 900.00
5.3	Senior Geotechnical Engineer to Consult and Provide Guidance in Connection with the Detention Basin Design	Hour	12.0	200.00	\$ 2,400.00
ESTIMATED TOTAL					\$ 8,024.00
RECOMMENDED BUDGET					\$ 8,000.00



TranSystems

1475 E. Woodfield Road, Suite 600
Schaumburg, IL 60173
Tel 847.605.9600

www.transystems.com

FAMILIAL RELATIONSHIP DISCLOSURE

As of June 26, 2024, TranSystems Corporation, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12-month period. "Familial Relationship" is defined in the attached Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than \$30,000, fails to disclosure to the County a familial relationship between a County Elected Official or County Department Director.

Yvette L. Bright

6-26-2024

Officer

Date

Senior Vice President

Title

Subscribed and Sworn this 26th day of June, 2024

Robyn S. Markley

Notary Public





TranSystems

1475 E. Woodfield Road, Suite 600
Schaumburg, IL 60173
Tel 847.605.9600

www.transystems.com

June 26, 2024

Ms. Theresa Dobersztyn
Manager of Procurement Services
Kane County Government Center
Purchasing Department, Bldg. A
719 South Batavia Avenue
Geneva, IL 60134

Reference: Contractor Disclosure
Kane County Code, Art. I, Div. 3, Sec. 2-211
TranSystems: Bunker Road

To Whom it May Concern,

In compliance with the Kane County Code referenced above, this letter will serve as our disclosure of:

1. TranSystems has not made any campaign contributions in the past 12 months to any current county officer or countywide elected officer.
- 2A. Individuals/entities having more than 5% ownership of shares in TranSystems as of June 26, 2024:

<u>Shareholder Name</u>	<u>Address</u>	<u>% of Ownership</u>
Sentinel Capital Partners VI, L.P.	330 Madison Ave. 27 th Floor, New York, NY	58.53%

- 2B. TranSystems is represented by a lobbyist, but they have not and will not have contact with County employees or officials.
- 2C. Please see attached disclosure for Sentinel Capital Partners VI, L.P.
- 2D. A statement under oath that TranSystems has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.
3. All disclosures within this document are current and up to date, and will be continuously updated to ensure current information is available to the County.
4. TranSystems will provide additional information for the County if required.
5. TranSystems is in full compliance with this statement.

Sincerely,

TranSystems

Todd S. Bright

Todd S. Bright
Sr. Vice President

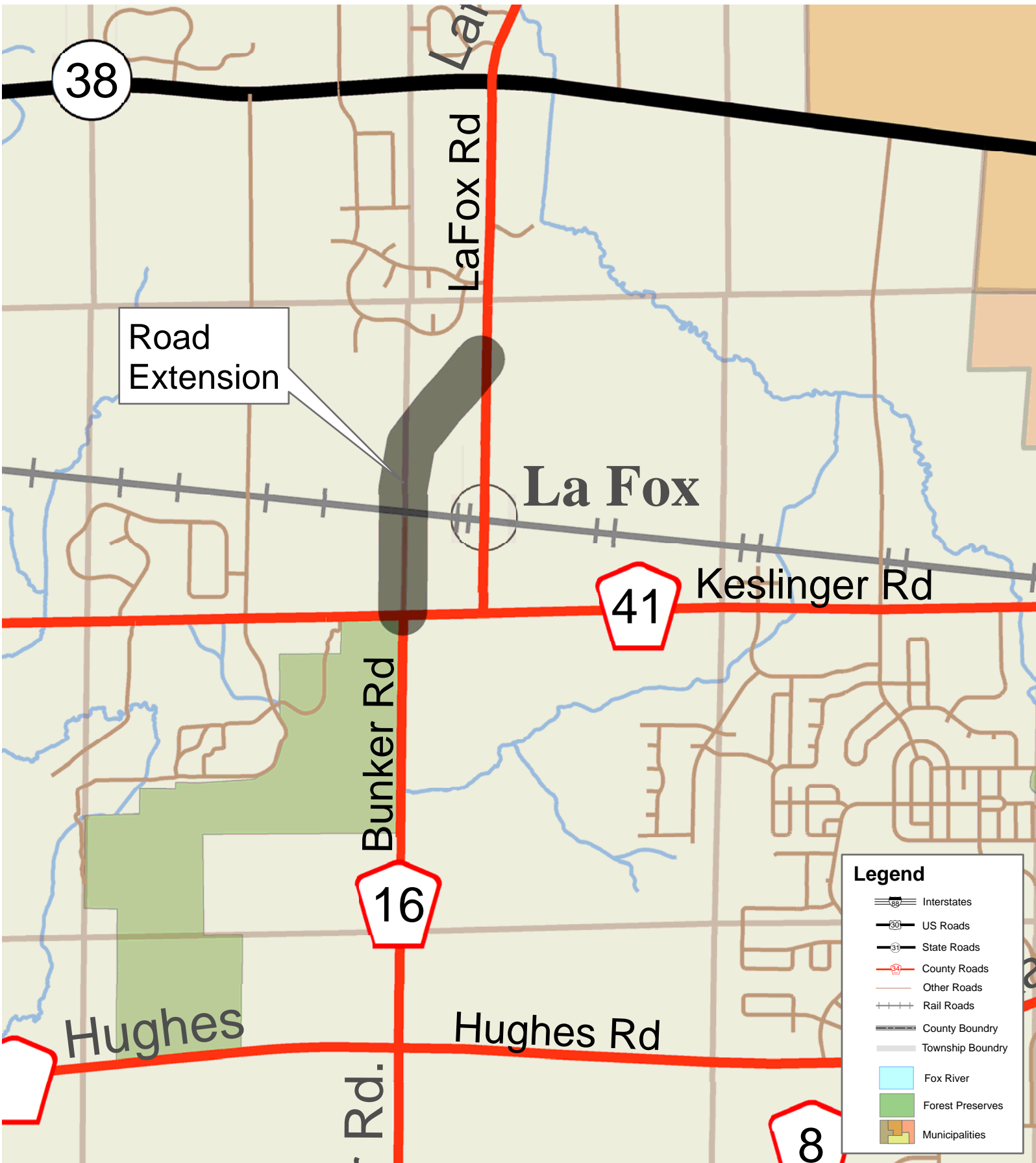
cc: Kane County Division of Transportation

Sworn to me this 26th day June, 2024

Robyn S. Markley
(Notary Public)

10-30-2027
(Commission Expiration Date)





Section Number 14-00275-01-PV
 Bunker Road Extension

0 500 1,000 2,000 3,000 4,000 Feet

0 1 Miles

M:\dotserver2\USERS\Committee\201408 August\Implementation\Design\Bunker Extension E2\Map Standard_Bunker Rd Extension loc map

KANE COUNTY
Division of Transportation 816

Passed by the Kane County Board on August 13, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving an Agreement with V3 Companies Ltd. Of Woodridge, Illinois for the 2024 On-Call Phase III Environmental Services, Kane County Section No. 24-00480-02-SM

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Mike Zakosek, 630.406.7346

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$400,000.00
If not budgeted, explain funding source: N/A	

Summary:

The On-Call Phase III Environmental Services agreement consists of various environmental services for County roadways and projects within the County. Tasks associated with this contract may include items such as control burns, herbicide applications, supplemental seeding and plantings, bike trail restoration, selective clearing, environmental reports and other items as directed.

KDOT staff have completed the consultant selection process and have negotiated a contract with V3 Companies, Ltd for the On-Call Phase III Environmental Services for an amount not to exceed \$400,000.00 for a three year contract term. Details regarding the selection process may be found on our website.

Staff recommends approval.

**AN AGREEMENT BETWEEN THE COUNTY OF KANE
AND V3 COMPANIES, LTD
FOR PROFESSIONAL ON CALL PHASE III ENVIRONMENTAL SERVICES
KANE COUNTY SECTION NO. 24-00480-02-SM**

PURCHASE ORDER #2024-XXX

This Agreement made this ____ day of 2024 between COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the "County"), and, V3 Companies, Ltd an Illinois corporation authorized to conduct business in the state of Illinois and an Illinois licensed professional engineering firm with offices at 7325 Janes Avenue, Suite 100, Woodridge, Illinois 60517 (hereinafter referred to as the "Consultant"). The County and Consultant are sometimes hereinafter collectively referred to as the "Parties" and individually as a "Party".

WITNESSETH

WHEREAS, it is deemed to be in the best interest of the County and the motoring public to improve and maintain the various highways throughout Kane County; and

WHEREAS, the COUNTY is in need of Phase III On-Call Environmental Services for various highway projects throughout the County (hereinafter referred to as the "PROJECT"); and

WHEREAS, in order to complete the PROJECT it is necessary to retain the services of a professional environmental firm to perform professional environmental services; and,

WHEREAS, the CONSULTANT has experience and professional expertise in environmental services and is willing to perform said services for the Project in an amount not to exceed Four Hundred Thousand Dollars and Zero Cents (\$400,000.00); and

WHEREAS, the County has determined that it is in the County's best interest to enter into this Agreement with Consultant.

NOW, THEREFORE, in consideration of the above stated preambles, the mutual covenants and agreements herein set forth, the Parties do hereby mutually covenant, promise, agree and bind themselves as follows:

1.0 INCORPORATION

- 1.1 All of the preambles set forth hereinabove are incorporated into and made a substantive part of this Agreement.

2.0 SCOPE OF SERVICES

- 2.1 Services for the PROJECT are to be provided by the CONSULTANT according to specific Task Orders issued by the County. These Task Orders are expected to

consist of the services listed in Exhibit "A". The services are sometimes hereinafter also referred to as the "work".

3.0 NOTICE TO PROCEED

- 3.1 The Kane County Engineer shall provide authorization to proceed with the work described and identified in the Scope of Services in the form of a written notice to proceed (hereinafter "Notice to Proceed"), subsequent to execution of this agreement by the Chairman of the Board of the County.

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 The Kane County Engineer shall provide written approval before any technical sub-consultants are hired by the Consultant to perform any of the work contemplated by this agreement.
- 4.2 Consultant shall hire and supervise any sub-consultants performing work on the Project. Consultant shall be solely responsible for any and all work performed by any sub-consultant in the same manner and with the same liability as if the work was completed by Consultant directly.

5.0 TIME FOR PERFORMANCE

- 5.1 Consultant shall commence work on the Project as directed in the Notice to Proceed. The County is not responsible for any work performed by Consultant or any sub-consultant prior to the commencement date set forth within the Notice to Proceed.
- 5.2 Within five (5) days after a specific Task Order is mailed or otherwise transmitted to the CONSULTANT, the CONSULTANT shall submit a schedule for completion of the PROJECT. The schedule is subject to approval by the County Engineer.
- 5.3 Consultant and all sub-consultants are strictly prohibited from completing any work on this Project subsequent to the termination of this agreement for any reason.

6.0 COMPENSATION

- 6.1 The County shall only pay the Consultant for work performed in accordance with the terms and conditions of this agreement.
- 6.2 The County shall pay the Consultant based upon the hourly rates for personnel working on the Project. The average hourly rates and hourly rate ranges are set forth in Exhibit "B", which is attached hereto and incorporated into this agreement.
- 6.3 The County shall pay Consultant for supplies and materials required for the completion of all work defined in the exhibit(s) attached hereto.

- 6.4 Consultant shall provide corresponding copies of all receipts and paid invoices from material suppliers to the County prior to receiving approval of a reimbursement payment for the supplies and materials procured by Consultant.
- 6.5 Any Project costs not specifically referenced in this agreement or the exhibits thereto, are unauthorized. The County shall have no responsibility for their payment, or to reimburse Consultant for unauthorized payments made in completion of the Project work.
- 6.6 Within Forty-Five (45) days of the County's approval of properly documented invoices, the County shall pay or cause to be paid to Consultant partial payments of the compensation specified in the exhibit(s) to this Agreement. The County reserves the right to hold back a sum equal to five percent (5%) of the total contract sum to ensure performance satisfactory to the Kane County Engineer.
- 6.6 Total payments to Consultant under the terms of this Agreement shall not exceed Four Hundred Thousand Dollars and no cents (\$400,000.00).
- 6.7 Consultant shall utilize the County's Automatic Clearing House (ACH) payment program for all payments received pursuant to this agreement.

7.0 DELIVERABLES.

- 7.1 Consultant shall provide the County, prior to the termination of this Agreement, or at any such time as the Kane County Engineer directs, any required deliverables related to work performed under this agreement.
- 7.2 Upon receipt, review and acceptance of all deliverables by the County (if required), final payment will be made to the Consultant by the County.

8.0 CONSULTANT'S INSURANCE

- 8.1 Consultant and any sub-consultants shall, during the term of this Agreement and as may be required thereafter, maintain, at its sole expense, insurance coverage including:
 - A. Worker's Compensation Insurance in the amount mandated by Illinois law.
 - B. Employer's Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) for each accident/injury and One Million Dollars (\$1,000,000) for each potential employee-disease claim.
 - C. Commercial General Liability Insurance, (including contractual liability) with limits of not less than One Million Dollars (\$1,000,000) for each occurrence of bodily injury/property damage; Two Million Dollars (\$2,000,000) in aggregate for injury/property damage; and Two

Million Dollars (\$2,000,000) in the aggregate for products-completed operations.

- D. Commercial Automobile Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident/occurrence.
- E. Professional Errors and Omissions Insurance with a minimum limit of One Million Dollars (\$1,000,000) per claim.
- F. Cyber Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per claim.
- G. Fiduciary Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per claim.

8.2 Consultant shall provide the County copies of the Consultant's certificates of insurance prior to the issuance of the Notice to Proceed. The certificate(s) of insurance shall identify the County of Kane as the Certificate Holder and shall also identify the Section Number set forth in the title to this agreement. Consultant shall provide to the County and maintain a certificate of insurance for its General Liability Policy which identifies the County as an additional named insured. The additional named insured endorsement included on the Consultant's Commercial General Liability policy shall provide the following:

- A. That the coverage afforded the County as an additional insured will be primary insurance with respect to all claims arising out of work performed by or on behalf of Consultant; and
- B. That if the County has insurance which is applicable to a potential claim, said insurance shall be used only after Consultant's insurance policy limits have been reached with respect to an underlying claim; and.
- C. That Consultant's liability under any insurance policy shall not be reduced due to the existence of an insurance policy maintained by the County; and
- D. That the certificate of insurance shall contain a provision or endorsement stating the coverage afforded will not be canceled, or allowed to lapse due to the failure to renew the policy until a thirty (30) day written notice of the pending cancellation has been provided to the County. The non-payment of an insurance premium by Consultant or its sub-consultants shall be considered an exception to this provision, with written notice of the non-payment of an insurance premium to be provided to the County within ten (10) days prior to any cancellation of an insurance policy

The insurance required to be purchased and maintained by Consultant shall be provided by an insurance company acceptable to the County with an AM Best rating of A- or better, and licensed to do business in the State of Illinois. The insurance policy coverage provided by Consultant shall include at a minimum, the

specified coverage and limits identified in this agreement. If Illinois law, federal law, or other relevant regulations require insurance coverage above and beyond the terms and amounts set forth in this agreement, Consultant and any sub-consultants shall maintain insurance policies in conformity with the law or relevant regulation. In no event shall any failure of the County to receive policies or certificates of insurance, or to demand receipt of the same be construed as a waiver of the Consultant's obligation to obtain and maintain insurance in conformity with this agreement.

9.0 INDEMNIFICATION.

- 9.1 Consultant shall indemnify and hold harmless the County, and its officials, directors, officers, agents, and employees from and against any and all claims, damages, liabilities and costs, including but not limited to court costs and reasonable attorney's fees, arising out of or resulting from performance of the work, provided that such claims, damages, liabilities or cost is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property but only to the extent caused by negligent acts or omissions of the Consultant, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, excluding any proportionate amount of any claim, damage, loss or expense which is caused by the negligence of the County. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity, which would otherwise exist as to a Party or person described in this paragraph. In claims against the County and its officials, directors, officers, agents, and employees by an employee of the Consultant, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or a sub-consultant under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 9.2 Nothing contained herein shall be construed as prohibiting the County, its officials, directors, officers, agents, and employees, from selecting and using its own agents, attorneys and experts, to defend any claims, actions or suits brought against the County.
- 9.3 If any errors, omissions, intentional or negligent acts are made by Consultant or a sub-consultant in any phase of the work, the correction of which requires additional materials, supplies, field work, or office work, Consultant shall be required to procure said additional materials and supplies, and perform such additional work as may be necessary to remedy the same without undue delay or charge to the County.
- 9.4 Acceptance of the work by the County will not relieve Consultant of its responsibility for the quality of its work product, nor Consultant's liability for loss or damage to property or persons resulting therefrom.

10.0 SATISFACTORY PERFORMANCE.

- 10.1 Consultant and all sub-consultants shall maintain a standard of performance under the terms of this agreement which meets the quality and standards commonly accepted in the industry in the Chicago Metropolitan area, to the satisfaction of the County Engineer.

11.0 CONFLICT OF INTEREST.

- 11.1 Consultant represents that it has no conflicting public or private interest and shall not acquire any such interest that would conflict in any manner with the performance of Consultant's services under this agreement.
- 11.2 By executing this agreement, Consultant represents, warrants, and, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Purchasing Act; 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, 1992, Chapter 720, paragraph 5/33E-3).

12.0 OWNERSHIP OF DOCUMENTS.

- 12.1 Consultant agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, written and electronic correspondence, computations and any other document(s) prepared by Consultant under the terms of this Agreement shall be properly arranged, indexed and delivered to the County within ninety (90) days of receipt of a written request for the document by the County.
- 12.2 Any documents or materials created or maintained pursuant to this Agreement shall be considered the property of the County. The County shall have the right to use any document or materials without restriction or limitation, and without compensation to Consultant other than as provided for in this agreement.

13.0 COMPLIANCE WITH STATE AND OTHER LAWS – PREVAILING WAGE ACT.

- 13.1 Consultant and all sub-consultants shall comply with all state, federal and local statutes, ordinances and regulations in completion of the work contemplated by this agreement. Further, Consultant and any sub-consultants shall obtain all necessary permits and authorizations from local municipal authorities prior to commencement and subsequent to completion of all work contemplated under this agreement.
- 13.2 Consultant and all sub-consultants are strictly prohibited from discriminating against any worker, job applicant, employee or member of the public, due to an individual's race, creed, color, sex, age, handicap, or national origin. Further, Consultant and all sub-consultants are prohibited from engaging in any unfair employment practices, as the term is recognized under state and federal law.

13.3 Consultant and any sub-consultant(s) shall comply with all applicable state and federal prevailing rate of wage laws, and shall take all steps necessary to remain in compliance therewith. (See: Exhibit "C" for reference).

13.4 Consultant and all sub-consultant(s) shall comply with and are subject to the Kane County Ethics Ordinance (Article II, Division 3, Section 2-211) provided for in the Kane County Municipal Code.

14.0 MODIFICATION OR AMENDMENT

14.1 The terms of this agreement may only be modified or amended by a written agreement duly executed by both Parties.

15.0 TERM OF THIS AGREEMENT.

15.1 The term of this Agreement shall begin on the date this agreement is fully executed and shall continue in full force and effect until one of the following events occurs:

A. A Party's termination of this agreement in accordance with the terms of Section 16.0; or

B. Completion of the Project as contemplated by this agreement; or

C. September 1, 2027

15.2 In the event the required time is exceeded and/or anticipated personnel requirements are not adequate and remaining funds are not sufficient to complete the Project, adjustments in the total compensation due to Consultant may be determined by negotiation between the County and Consultant. The County shall, however, have no obligation to agree to any modification of the terms set forth in this agreement.

15.3 The first calendar day for the purposes of this agreement shall be the date the County provides the Notice to Proceed to Consultant. In the event the Project work is suspended as memorialized on a "Report of Starting and Completion Date," the calendar days for this agreement will be adjusted for the same amount of time.

15.4 Notwithstanding anything contained within Section 15.0 of this agreement, the Kane County Engineer may, in his sole discretion and with the consent of Consultant, extend the term of this agreement for a period of time up to but not to exceed one year.

16.0 TERMINATION ON WRITTEN NOTICE.

- 16.1 Except as otherwise set forth in this agreement, Consultant shall have the right to terminate this agreement for cause upon serving sixty (60) days written notice upon the County.
- 16.2 The County may terminate this Agreement at any time upon written notice to Consultant.
- 16.3 Upon termination of this agreement, the obligations of the Parties to this Agreement shall cease. However, neither party shall be relieved of its duty to perform contractual obligations up through the date of termination. Notwithstanding the same, the obligations of Consultant to indemnify and hold the County harmless as provided for in Section 9.0 above shall survive the termination of this agreement.
- 16.4 Upon any termination of this agreement, all data, work product, reports and documents created or maintained, as a result of the Parties' obligations under this agreement shall remain the property of the County and shall be provided to the County within thirty (30) days subsequent to the County's written request for the same.

17.0 ENTIRE AGREEMENT.

- 17.1 This agreement contains the entire agreement, contemplated by the Parties. The Parties represent and warrant that there are no other covenants, promises, conditions or representations, either oral or written, other than those contained in this agreement.

18.0 NON-ASSIGNMENT.

- 18.1 This Agreement shall not be assigned without prior written approval of all Parties to this agreement.

19.0 SEVERABILITY.

- 19.1 In the event any provision of this Agreement is determined to be unenforceable for any reason, it shall not affect the validity of the remaining terms of the agreement. As such the agreement shall remain in full force and effect as if the unenforceable provision were entirely removed from this agreement.

20.0 GOVERNING LAW.

- 20.1 This agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance of the Parties' obligations identified herein.
- 20.2 The Parties agree that the appropriate venue for any dispute arising under the terms of this agreement shall be the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois.

21.0 NOTICE.

- 21.1 For the purpose of this agreement, written notice shall be deemed to be provided to a Party three (3) business days subsequent to the post-marked date set forth on regular first-class mail sent for delivery through the United States Postal Service. Any written notice required under the terms of this agreement shall be sent to the following addresses and Parties by First Class regular mail:

KANE COUNTY DIVISION OF TRANSPORTATION
41W011 Burlington Road
Saint Charles, Illinois 60175
Attn.: Carl Schoedel, P.E., Kane County Engineer

V3 Companies, Ltd.
7325 Janes Avenue, Suite 100
Woodridge, Illinois 60517
Attn.: Michael Famiglietti

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

COUNTY OF KANE

V3 COMPANIES, LTD.

CORINNE M. PIEROG
MADAM CHAIR, KANE COUNTY
BOARD

MICHAEL FAMIGLIETTI
VICE PRESIDENT

ATTEST:

ATTEST:

JOHN A. CUNNINGHAM
KANE COUNTY CLERK

Exhibit A

On Call Phase III Engineering Services

For the proposed contract, V3 Companies, LTD. will provide On-Call Phase III Environmental Services requested by the COUNTY's Construction Engineering staff. This may include all or some of the various items listed:

- Controlled burns
- Cutting of woody invasive species
- Herbicide applications
- Supplemental seeding and plantings
- Limestone bike trail restoration
- Selective clearing
- Other items as directed



EXHIBIT "B"
V3 COMPANIES
BILLING RATE SCHEDULE

(Rates effective January 1, 2024 through December 31, 2024)

<u>Description</u>	<u>Hourly Rate</u>	<u>Description</u>	<u>Hourly Rate</u>
Principal	250.00	Project Scientist I	135.00
Director	240.00	Intermediate Planner II	130.00
Operations Director	230.00	Landscape Designer II	130.00
Senior Project Manager	230.00	Operator III	130.00
Senior Estimator	225.00	Project Surveyor I	130.00
Survey Crew*	225.00	Senior Design Technician	130.00
Resident Engineer II	210.00	Technician III	130.00
Resident Construction Manager II	210.00	Construction Technician II	125.00
Senior Administration	210.00	Design Technician III	125.00
Superintendent	210.00	Intermediate Planner I	125.00
1 Man Union Crew	200.00	Landscape Architect I	125.00
Project Manager II	195.00	Planning Technician III	125.00
Resident Construction Manager I	190.00	Scientist III	125.00
Senior Ecologist	190.00	Administration III	120.00
Project Manager I	185.00	Civil Designer I	120.00
Administration V	180.00	Construction Administrator II	120.00
Resident Engineer I	180.00	Engineer I	120.00
Senior Planner IV	180.00	Junior Planner III	120.00
Senior Project Engineer	180.00	Landscape Designer I	120.00
Senior Planner III	175.00	Technician II	120.00
Construction Administrator III	170.00	Design Technician II	115.00
Project Engineer II	170.00	Junior Planner II	115.00
Senior Planner II	170.00	Operator II	115.00
Senior Planner I	165.00	Planning Technician II	115.00
Project Engineer I	160.00	Scientist II	115.00
Senior Landscape Architect	160.00	Instrument Operator	110.00
Administration IV	150.00	Junior Planner I	110.00
Senior Construction Technician	150.00	Design Technician I	105.00
Civil Designer III	145.00	Field Ecologist III	105.00
Engineer III	145.00	Planning Technician I	105.00
Landscape Architect III	145.00	Scientist I	105.00
Project Scientist II	145.00	Administration II	100.00
Intermediate Planner III	140.00	Estimating Technician	100.00
Landscape Designer III	140.00	Field Ecologist II	100.00
Project Surveyor III	140.00	Operator I	100.00
Civil Designer II	135.00	Technician I	100.00
Construction Technician III	135.00	Field Ecologist I	95.00
Engineer II	135.00	Administration I	80.00
Landscape Architect II	135.00	Project Coordinator	80.00
Project Surveyor II	135.00		

*Time is charged portal to portal

EXHIBIT "C"

PREVAILING WAGE RATES

It is the policy of the State of Illinois as declared in the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*) "that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works".

The CONSULTANT agrees to pay, when applicable, the current Illinois Department of Labor Prevailing Wage Rates for all County of Kane projects. Current prevailing wage rates are available from the Illinois Department of Labor at their website:

<http://www.state.il.us/agency/idol/rates/rates.HTM>.

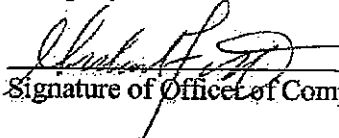
Prevailing wage rates are subject to revision monthly. The CONSULTANT acknowledges its responsibility for payment of any applicable future adjustment thereof.

The CONSULTANT further acknowledges its responsibility to notify any sub-consultant of the applicability of the Prevailing Wage Act.

When applicable, the CONSULTANT agrees to provide the Kane County Division of Transportation "certified payrolls" as required by the Prevailing Wage Act

V3 Construction Group LTD

Company Name



Signature of Officer of Company

Michael Famiglietti

Printed Name

Vice President

Title

6/25/2024

Date

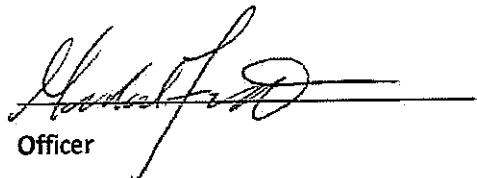
V3 CONSTRUCTION GROUP LTD
7325 JANES AVENUE, SUITE 100
WOODRIDGE, IL 60517

CONTRACTOR DISCLOSURE

As of June 20, 2024, V3 Construction Group Ltd, to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12-month period.

Below is a list of shareholders or owners, with at least 5% holdings in V3 Construction Group LTD:

Lou Gallucci, Pat Kennedy



Officer

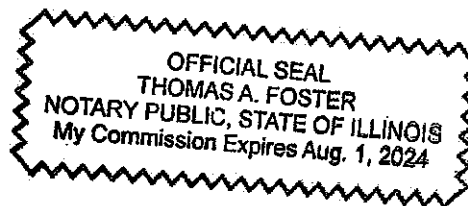
Vice President

Title

Date: 6/25/2024

Subscribed and Sworn this 25th day of June, 2024


Notary Public



V3 CONSTRUCTION GROUP LTD

7325 JANES AVENUE, SUITE 100

WOODRIDGE, IL 60517

FAMILIAL RELATIONSHIP DISCLOSURE

As of 6/25/2024, V3 Construction Group LTD, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12-month period. "Familial Relationship" is defined in the attached Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than \$30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

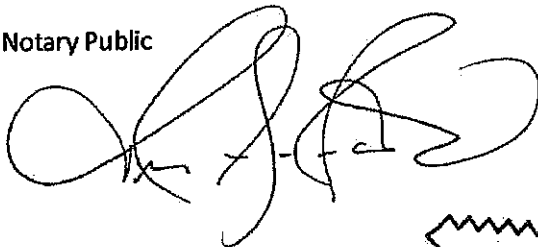

Officer: Michael Famiglietti

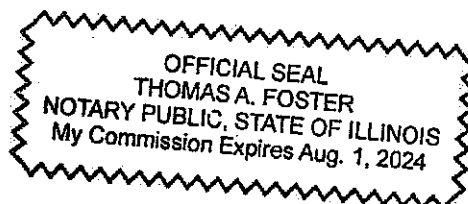
Date: 6/25/2024

Title: Vice President

Subscribed and Sworn this 25th day of June, 2024

Notary Public





Line Item: 300.520.520.50140

Line Item Description: Engineering

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes

Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

If funds are not currently available in the specified line item, where are the funds available? N/A

Line Item: 430.010.021.50150

Line Item Description: Contractual/Consulting Services

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes

Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on August 13, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving an Agreement with Hampton, Lenzini and Renwick, Inc. of Elgin Illinois for the 2024 On-Call Land Survey Services, Kane County Section No. 24-00368-07-EG

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Mike Zakosek, 630.406.7346

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$300,000.00
If not budgeted, explain funding source: N/A	

Summary:

The On-Call Land Survey Services agreement will provide to our implementation and permitting departments professional land surveying services consisting of developing plats of survey, writing legal descriptions, plat reviews and miscellaneous field surveys as needed for recording and monumenting the County right of way and other items as directed.

KDOT staff has completed the consultant selection process and developed an agreement with Hampton, Lenzini and Renwick, Inc. for On-Call Land Survey Services for an amount not to exceed \$300,000.00 for a three year contract term. Included within this appropriation are funds to cover needed survey services for the Kane County Development Department (up to \$100,000) which includes providing ALTA Land Title Surveys in order to secure Agricultural Conservation Easements on various farm land throughout the County. Details regarding the selection process may be found on our website.

Staff recommends approval.

**AN AGREEMENT BETWEEN THE COUNTY OF KANE
AND HAMPTON, LENZINI AND RENWICK INC.
FOR PROFESSIONAL LAND SURVEY SERVICES
KANE COUNTY SECTION NO. 24-00368-07-EG**

PURCHASE ORDER #2024-XXX

This Agreement made this ____ day of 2024 between COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the "County"), and, HAMPTON, LENZINI AND RENWICK, INC., an Illinois corporation authorized to conduct business in the state of Illinois and an Illinois licensed professional engineering firm with offices at 1707 N. Randall Road, Suite 100, Elgin, Illinois 60123 (hereinafter referred to as the "Consultant"). The County and Consultant are sometimes hereinafter collectively referred to as the "Parties" and individually as a "Party".

WITNESSETH

WHEREAS, it is deemed to be in the best interest of the COUNTY and the motoring public to perform various highway construction projects throughout Kane County for the improvement of the COUNTY's highway system including the surveying of existing and proposed highway right of way and the creation of plats and legal descriptions, (hereinafter referred to as the "PROJECT"); and,

WHEREAS, the COUNTY is in need of "on-call" survey services for various highway projects throughout the County; and

WHEREAS, in order to complete the PROJECT, it is necessary to retain a professional surveying and engineering firm to perform professional surveying services; and,

WHEREAS, the CONSULTANT has experience and professional expertise in surveying services and is willing to perform the professional surveying services for the Project in an amount not to exceed Three Hundred Thousand Dollars and Zero Cents (\$300,000.00); and,

WHEREAS, the County has determined that it is in the County's best interest to enter into this Agreement with Consultant.

NOW, THEREFORE, in consideration of the above stated preambles, the mutual covenants and agreements herein set forth, the Parties do hereby mutually covenant, promise, agree and bind themselves as follows:

1.0 INCORPORATION

- 1.1 All of the preambles set forth hereinabove are incorporated into and made a substantive part of this Agreement.

2.0 SCOPE OF SERVICES

- 2.1 Consulting services for the Project are to be provided by Consultant according to the specifications set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated into the terms of this agreement by reference. These services are sometimes also referred to as the "work" in this agreement.

3.0 NOTICE TO PROCEED

- 3.1 The Kane County Engineer shall provide authorization to proceed with the work described and identified in the Scope of Services in the form of a written notice to proceed (hereinafter "Notice to Proceed"), subsequent to execution of this agreement by the Chairman of the Board of the County.

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 The Kane County Engineer shall provide written approval before any technical sub-consultants are hired by the Consultant to perform any of the work contemplated by this agreement.
- 4.2 Consultant shall hire and supervise any sub-consultants performing work on the Project. Consultant shall be solely responsible for any and all work performed by any sub-consultant in the same manner and with the same liability as if the work was completed by Consultant directly.

5.0 TIME FOR PERFORMANCE

- 5.1 Consultant shall commence work on the Project as directed in the Notice to Proceed. The County is not responsible for any work performed by Consultant or any sub-consultant prior to the commencement date set forth within the Notice to Proceed.
- 5.2 Within five (5) days after a specific task order is mailed or otherwise transmitted to the CONSULTANT, the CONSULTANT shall submit a schedule for completion of the PROJECT. The schedule is subject to approval by the County Engineer.
- 5.3 Consultant and all sub-consultants are strictly prohibited from completing any work on this Project subsequent to the termination of this agreement for any reason.

6.0 COMPENSATION

- 6.1 The County shall only pay the Consultant for work performed in accordance with the terms and conditions of this agreement.
- 6.2 The County shall pay the Consultant based upon the hourly rates for personnel working on the Project. The average hourly rates and hourly rate ranges are set forth in Exhibit "B", which is attached hereto and incorporated into this agreement.

6.3 The County shall pay Consultant for supplies and materials required for the completion of all work defined in the exhibit(s) attached hereto.

6.4 Consultant shall provide corresponding copies of all receipts and paid invoices from material suppliers to the County prior to receiving approval of a reimbursement payment for the supplies and materials procured by Consultant.

6.5 Any Project costs not specifically referenced in this agreement or the exhibits thereto, are unauthorized. The County shall have no responsibility for their payment, or to reimburse Consultant for unauthorized payments made in completion of the Project work.

6.6 Within Forty-Five (45) days of the County's approval of properly documented invoices, the County shall pay or cause to be paid to Consultant partial payments of the compensation specified in the exhibit(s) to this Agreement. The County reserves the right to hold back a sum equal to five percent (5%) of the total contract sum to ensure performance satisfactory to the Kane County Engineer.

6.6 Total payments to Consultant under the terms of this Agreement shall not exceed Three Hundred Thousand Dollars (\$300,000.00).

6.7 Consultant shall utilize the County's Automatic Clearing House (ACH) payment program for all payments received pursuant to this agreement.

7.0 DELIVERABLES.

7.1 Consultant shall provide the County, prior to the termination of this Agreement, or at any such time as the Kane County Engineer directs, any required deliverables related to work performed under this agreement.

7.2 Upon receipt, review and acceptance of all deliverables by the County (if required), final payment will be made to the Consultant by the County.

8.0 CONSULTANT'S INSURANCE

8.1 Consultant and any sub-consultants shall, during the term of this Agreement and as may be required thereafter, maintain, at its sole expense, insurance coverage including:

A. Worker's Compensation Insurance in the amount mandated by Illinois law.

B. Employer's Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) for each accident/injury and One Million Dollars (\$1,000,000) for each potential employee-disease claim.

C. Commercial General Liability Insurance, (including contractual liability) with limits of not less than One Million Dollars (\$1,000,000)

for each occurrence of bodily injury/property damage; Two Million Dollars (\$2,000,000) in aggregate for injury/property damage; and Two Million Dollars (\$2,000,000) in the aggregate for products-completed operations.

- D. Commercial Automobile Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident/occurrence.
- E. Professional Errors and Omissions Insurance with a minimum limit of One Million Dollars (\$1,000,000) per claim.
- F. Cyber Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per claim.
- G. Fiduciary Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per claim.

8.2 Consultant shall provide the County copies of the Consultant's certificates of insurance prior to the issuance of the Notice to Proceed. The certificate(s) of insurance shall identify the County of Kane as the Certificate Holder and shall also identify the Section Number set forth in the title to this agreement. Consultant shall provide to the County and maintain a certificate of insurance for its General Liability Policy which identifies the County as an additional named insured. The additional named insured endorsement included on the Consultant's Commercial General Liability policy shall provide the following:

- A. That the coverage afforded the County as an additional insured will be primary insurance with respect to all claims arising out of work performed by or on behalf of Consultant; and
- B. That if the County has insurance which is applicable to a potential claim, said insurance shall be used only after Consultant's insurance policy limits have been reached with respect to an underlying claim; and
- C. That Consultant's liability under any insurance policy shall not be reduced due to the existence of an insurance policy maintained by the County; and
- D. That the certificate of insurance shall contain a provision or endorsement stating the coverage afforded will not be canceled, or allowed to lapse due to the failure to renew the policy until a thirty (30) day written notice of the pending cancellation has been provided to the County. The non-payment of an insurance premium by Consultant or its sub-consultants shall be considered an exception to this provision, with written notice of the non-payment of an insurance premium to be provided to the County within ten (10) days prior to any cancellation of an insurance policy

The insurance required to be purchased and maintained by Consultant shall be provided by an insurance company acceptable to the County with an AM Best

rating of A- or better, and licensed to do business in the State of Illinois. The insurance policy coverage provided by Consultant shall include at a minimum, the specified coverage and limits identified in this agreement. If Illinois law, federal law, or other relevant regulations require insurance coverage above and beyond the terms and amounts set forth in this agreement, Consultant and any sub-consultants shall maintain insurance policies in conformity with the law or relevant regulation. In no event shall any failure of the County to receive policies or certificates of insurance, or to demand receipt of the same be construed as a waiver of the Consultant's obligation to obtain and maintain insurance in conformity with this agreement.

9.0 INDEMNIFICATION.

- 9.1 Consultant shall indemnify and hold harmless the County, and its officials, directors, officers, agents, and employees from and against any and all claims, damages, liabilities and costs, including but not limited to court costs and reasonable attorney's fees, arising out of or resulting from performance of the work, provided that such claims, damages, liabilities or cost is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property but only to the extent caused by negligent acts or omissions of the Consultant, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, excluding any proportionate amount of any claim, damage, loss or expense which is caused by the negligence of the County. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity, which would otherwise exist as to a Party or person described in this paragraph. In claims against the County and its officials, directors, officers, agents, and employees by an employee of the Consultant, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or a sub-consultant under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 9.2 Nothing contained herein shall be construed as prohibiting the County, its officials, directors, officers, agents, and employees, from selecting and using its own agents, attorneys and experts, to defend any claims, actions or suits brought against the County.
- 9.3 If any errors, omissions, intentional or negligent acts are made by Consultant or a sub-consultant in any phase of the work, the correction of which requires additional materials, supplies, field work, or office work, Consultant shall be required to procure said additional materials and supplies, and perform such additional work as may be necessary to remedy the same without undue delay or charge to the County.

- 9.4 Acceptance of the work by the County will not relieve Consultant of its responsibility for the quality of its work product, nor Consultant's liability for loss or damage to property or persons resulting therefrom.

10.0 SATISFACTORY PERFORMANCE.

- 10.1 Consultant and all sub-consultants shall maintain a standard of performance under the terms of this agreement which meets the quality and standards commonly accepted in the industry in the Chicago Metropolitan area, to the satisfaction of the County Engineer.

11.0 CONFLICT OF INTEREST.

- 11.1 Consultant represents that it has no conflicting public or private interest and shall not acquire any such interest that would conflict in any manner with the performance of Consultant's services under this agreement.
- 11.2 By executing this agreement, Consultant represents, warrants, and, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Purchasing Act; 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, 1992, Chapter 720, paragraph 5/33E-3).

12.0 OWNERSHIP OF DOCUMENTS.

- 12.1 Consultant agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, written and electronic correspondence, computations and any other document(s) prepared by Consultant under the terms of this Agreement shall be properly arranged, indexed and delivered to the County within ninety (90) days of receipt of a written request for the document by the County.
- 12.2 Any documents or materials created or maintained pursuant to this Agreement shall be considered the property of the County. The County shall have the right to use any document or materials without restriction or limitation, and without compensation to Consultant other than as provided for in this agreement.

13.0 COMPLIANCE WITH STATE AND OTHER LAWS – PREVAILING WAGE ACT.

- 13.1 Consultant and all sub-consultants shall comply with all state, federal and local statutes, ordinances and regulations in completion of the work contemplated by this agreement. Further, Consultant and any sub-consultants shall obtain all necessary permits and authorizations from local municipal authorities prior to commencement and subsequent to completion of all work contemplated under this agreement.
- 13.2 Consultant and all sub-consultants are strictly prohibited from discriminating against any worker, job applicant, employee or member of the public, due to an

individual's race, creed, color, sex, age, handicap, or national origin. Further, Consultant and all sub-consultants are prohibited from engaging in any unfair employment practices, as the term is recognized under state and federal law.

13.3 Consultant and any sub-consultant(s) shall comply with all applicable state and federal prevailing rate of wage laws, and shall take all steps necessary to remain in compliance therewith.

13.4 Consultant and all sub-consultant(s) shall comply with and are subject to the Kane County Ethics Ordinance (Article II, Division 3, Section 2-211) provided for in the Kane County Municipal Code.

14.0 MODIFICATION OR AMENDMENT

14.1 The terms of this agreement may only be modified or amended by a written agreement duly executed by both Parties.

15.0 TERM OF THIS AGREEMENT.

15.1 The term of this Agreement shall begin on the date this agreement is fully executed and shall continue in full force and effect until one of the following events occurs:

A. A Party's termination of this agreement in accordance with the terms of Section 16.0; or

B. Completion of the Project as contemplated by this agreement; or

C. September 1, 2027.

15.2 In the event the required time is exceeded and/or anticipated personnel requirements are not adequate and remaining funds are not sufficient to complete the Project, adjustments in the total compensation due to Consultant may be determined by negotiation between the County and Consultant. The County shall, however, have no obligation to agree to any modification of the terms set forth in this agreement.

15.3 The first calendar day for the purposes of this agreement shall be the date the County provides the Notice to Proceed to Consultant. In the event the Project work is suspended as memorialized on a "Report of Starting and Completion Date," the calendar days for this agreement will be adjusted for the same amount of time.

15.4 Notwithstanding anything contained within Section 15.0 of this agreement, the Kane County Engineer may, in his sole discretion and with the consent of Consultant, extend the term of this agreement for a period of time up to but not to exceed one year.

16.0 TERMINATION ON WRITTEN NOTICE.

- 16.1 Except as otherwise set forth in this agreement, Consultant shall have the right to terminate this agreement for cause upon serving sixty (60) days written notice upon the County.
- 16.2 The County may terminate this Agreement at any time upon written notice to Consultant.
- 16.3 Upon termination of this agreement, the obligations of the Parties to this Agreement shall cease. However, neither party shall be relieved of its duty to perform contractual obligations up through the date of termination. Notwithstanding the same, the obligations of Consultant to indemnify and hold the County harmless as provided for in Section 9.0 above shall survive the termination of this agreement.
- 16.4 Upon any termination of this agreement, all data, work product, reports and documents created or maintained, as a result of the Parties' obligations under this agreement shall remain the property of the County and shall be provided to the County within thirty (30) days subsequent to the County's written request for the same.

17.0 ENTIRE AGREEMENT.

- 17.1 This agreement contains the entire agreement, contemplated by the Parties. The Parties represent and warrant that there are no other covenants, promises, conditions or representations, either oral or written, other than those contained in this agreement.

18.0 NON-ASSIGNMENT.

- 18.1 This Agreement shall not be assigned without prior written approval of all Parties to this agreement.

19.0 SEVERABILITY.

- 19.1 In the event any provision of this Agreement is determined to be unenforceable for any reason, it shall not affect the validity of the remaining terms of the agreement. As such the agreement shall remain in full force and effect as if the unenforceable provision were entirely removed from this agreement.

20.0 GOVERNING LAW.

- 20.1 This agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance of the Parties' obligations identified herein.
- 20.2 The Parties agree that the appropriate venue for any dispute arising under the terms of this agreement shall be the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois.

21.0 NOTICE.

- 21.1 For the purpose of this agreement, written notice shall be deemed to be provided to a Party three (3) business days subsequent to the post-marked date set forth on regular first-class mail sent for delivery through the United States Postal Service. Any written notice required under the terms of this agreement shall be sent to the following addresses and Parties by First Class regular mail:

KANE COUNTY DIVISION OF TRANSPORTATION
41W011 Burlington Road
Saint Charles, Illinois 60175
Attn.: Carl Schoedel, P.E., Kane County Engineer

HAMPTON, LENZINI AND RENWICK INC.
1707 N. Randall Road, Suite 100
Elgin, Illinois 60123
Attn.: ReJena Lyon PE, PLS – President/CEO

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

COUNTY OF KANE

HAMPTON, LENZINI AND RENWICK INC.

CORINNE M. PIEROG
MADAM CHAIR, KANE COUNTY
BOARD

REJENA LYON, P.E./PLS
PRESIDENT/CEO

ATTEST:

ATTEST:

JOHN A. CUNNINGHAM
KANE COUNTY CLERK

Exhibit A

The Consultant will be required to:

- Perform miscellaneous surveys at various locations in Kane County as issued on a Task Order basis.
- Participate in an initial meeting or conference call with the County for each Task Order.
- Commence work within 10 calendar days after date of the *Notice to Proceed* issued by the Kane County Engineer for each Task Order.
- Provide monument recovery, traverse, calculations necessary to reconstruct roadway parameters.
- Provide area calculations and geometric data for the preparation of Plats of Dedication for roadway expansions, Grants of Utility Easements, or Permanent and Temporary Easements adjacent thereto as instructed by client.
- Write legal descriptions for said Dedications and Easements.
- Prepare plats in accordance with Kane County "Plats of Dedication" checklist.
- Provide a preliminary survey plat within 4 weeks of each issued Task Order for County review.
- Provide a final survey plat within 2 weeks of County review comments on the preliminary plat.
- Set ground monumentation for right of way expansions consisting of:
 - A. 5/8" x 30" rebar with KDOT aluminum cap bearing the surveyor's license number at all proposed right of way corners and permanent easement corners.
 - B. 5/8" x 30" rebar with KDOT aluminum cap bearing the surveyor's license number at the intersection of all property lines with the proposed right of way lines and permanent easement lines.
- Perform other miscellaneous surveying services as directed by the KDOT engineering staff.

Kane County will supply limited records research to supplement right of way alignment mapping. This may include (*when available*):

- Title Reports
- Existing Highway right of way information
- Subdivision plats
- Tax Maps
- Aerial Photography
- Monument records
- Horizontal control as required
- Property Owner survey plats

Upon issuance of a Plat of Dedication Work Order the Consultant will prepare a Plat of Dedication. The plat shall conform to the requirements noted here:

PLATS OF DEDICATION (PERMIT ACCESS) CHECKLIST

1. All lettering should be 1/12th inch or greater.
2. Complete the project box in the lower right-hand corner. Information should include: location (County route name), date, KDOT permit number, scale, and survey company name and address.
3. Show North Arrow, up or to the right.
4. If using northings & eastings, indicate basis of bearing.
5. Label the Section, Township, Range, 3rd P.M., and County at the top of the sheet.
6. Show necessary land lines and label lines as called out in the legal description (section lines, lot lines, property lines, etc.) – use the proper line type

7. Label all subdivisions (include the recording date and document number), blocks, and lots.
8. Indicate and label the following lines (use the proper line types):
 - EXISTING AND PROPOSED RIGHT-OF-WAY LINES
 - EXISTING AND PROPOSED ACCESS CONTROL LINES
 - EXISTING AND PROPOSED EASEMENT LINES
9. Show width of existing R.O.W. at least once per sheet
10. The documents, which established the existing right of way, should be reference on the plat.
11. Total holding should be identical to title report
12. Use land hooks to show common lines of ownership
13. The property line symbol should be shown on all sides of the total holding.
14. Indicate any land locked remainders
15. For Dedication Parcels do not include previously dedicated areas in the "area to be dedicated."
Note: the total holding area will remain the same.
16. Complete the Parcel Table:
 - Owner's Name
 - Permanent Index Number (affected parcel only)
 - Total holding area
 - Area Taken
 - Area previously dedicated or used (prescription or common law)
 - Remainder
 - Easement Area
 - Purpose of Easement Area
17. Dimension all takes and easements.
18. Show all distances, bearings, or angles as used in the legal descriptions. Also show the delta (Δ), radius (R), Length (L), Chord (C), and chord bearing (CB), for all curves.
19. Label the P.O.B. and P.O.C. for every parcel
20. Areas shall be shown to the nearest 0.001 Acre. Show all encroachments within the existing right of way. (This would include parking areas)
21. The existing centerline of pavement, proposed centerline of pavement, and centerline of right-of-way, when applicable.
22. Label the centerlines with the County Route No. followed by the route name designation.
23. The bearing and distance of all section and quarter section lines measured for the project shall be shown.
24. Show all set documentation
25. Show all found documentation with reference to true corner location.
26. Monument Record Documents should be prepared and recorded for section/quarter section corners utilized for which no Monument Record exists. Also, new monument records should be prepared and recorded for those documents which show ties within the proposed right-of-way.



Exhibit B

Hampton, Lenzini and Renwick, Inc.

Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists
www.hltrengineering.com

December 8, 2023

Kane County Division of Transportation
41W011 Burlington Rd
St. Charles, IL 60175

To whom it may concern:

We are submitting herewith our hourly rates, which will remain in effect through December 31, 2024. In the event our services are required after that date, we will submit revised rates to be utilized through December 31, 2025.

<u>Employee Classification</u>	<u>2024 Hourly Rate</u>
Principal	\$240.00
Engineer 6	215.00
Engineer 5	195.00
Engineer 4	185.00
Engineer 3	170.00
Engineer 2	140.00
Engineer 1	125.00
Structural 2	230.00
Structural 1	195.00
Technician 3	165.00
Technician 2	135.00
Technician 1	110.00
Intern/Temporary	70.00
Land Acquisition	180.00
Survey 2	170.00
Survey 1	125.00
Environmental 3	180.00
Environmental 2	135.00
Environmental 1	110.00
Administration 2	150.00
Administration 1	90.00

If you have any questions on the above, please call our Elgin office.

Very truly yours,

HAMPTON, LENZINI AND RENWICK, INC.

By:

ReJena Lyon, PE, PLS
President, Chief Executive Officer

RHL:jc

1707 N. Randall Road
Suite 100
Elgin, Illinois 60123
Tel. 847.697.6700
Fax 847.697.6753

380 Shepard Drive
Elgin, Illinois 60123-7010
Tel. 847.697.6700
Fax 847.697.6753

380 N. Terra Cotta Road
Unit G
Crystal Lake, Illinois 60012
Tel. 847.697.6700
Fax 847.697.6753

3085 Stevenson Drive
Suite 201
Springfield, Illinois 62703
Tel. 217.546.3400
Fax 217.546.8116

323 West 3rd Street
P.O. Box 160
Mt Carmel, Illinois 62863
Tel. 618.262.8651
Fax 618.263.3327



Hampton, Lenzini and Renwick, Inc.

Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists
www.hltrengineering.com

June 20, 2024

Purchasing
Kane County Government Center
Purchasing Department, Building A
719 Batavia Avenue
Geneva, IL 60134

RE: Campaign Disclosure

As of June 20, 2024, to the best of our knowledge, Hampton, Lenzini and Renwick, Inc., its Owners, Officers and Executives, have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12-month period.

Below is a list of shareholders owning at least 5% of Hampton, Lenzini and Renwick, Inc. shares.

ReJena Lyon 3100 E. State Street Rockford, IL 61108	14.46%
---	--------

Erica Spolar 11713 Winding Trail Willow Springs, IL 60480	10.20%
---	--------

Austin Ridgely 555 North IL 130 Parkersburg, IL 62452	8.68%
---	-------

Steven Megginson 501 Appomattox Drive Springfield, IL 62711	8.39%
---	-------

Amy McSwane 1556 Southgate Road Bartlett, IL 60103	8.03%
--	-------

Randall Newkirk 1774 Eagle Brook Drive Geneva, IL 60134	7.95%
---	-------

Karen Kase 10629 N. Ellendale Edgerton, WI 53534	5.06%
--	-------



Hampton, Lenzini and Renwick, Inc.

Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists
www.hlrengineering.com

Yours truly,

HAMPTON, LENZINI AND RENWICK, INC.

ReJena Lyon, PE, PLS
President/CEO

SUBSCRIBED AND SWORN to before me this 20 day of June, 2024.

Notary Public





Hampton, Lenzini and Renwick, Inc.

Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists
www.hltrengineering.com

June 20, 2024

Purchasing
Kane County Government Center
Purchasing Department, Building A
719 Batavia Avenue
Geneva, IL 60134

RE: Familial Relationship Disclosure

As of June 20, 2024, to the best of our knowledge, Hampton, Lenzini and Renwick, Inc., its Owners, Officers and Executives, do not have a familial relationship as defined in Public Act 101-0544 with any Kane County Elected Official or County Department Director within the last 12-month period.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than \$30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

Yours truly,

HAMPTON, LENZINI AND RENWICK, INC.

ReJena Lyon, PE, PLS
President/CEO

SUBSCRIBED AND SWORN to before me this 20 day of June, 2024.

Terry L. Sutherland
Notary Public



STATE OF ILLINOIS)
COUNTY OF KANE) SS.

ORDINANCE NO. 24-303

AMENDING SECTION 2-47(A) (ORDER OF BUSINESS) AND SECTION 2-47(B) (RULES OF ORDER) OF THE KANE COUNTY CODE

WHEREAS, section 2.06(g) of the Open Meetings Act (5 ILCS 120/2.06(g)) provides that any person shall be permitted an opportunity to address public officials under the rules established and recorded by the public body; and

WHEREAS, section 2-1001 of the Counties Code (55 ILCS 5/2-1001) provides that at each regular and special meeting which is open to the public, members of the public and employees of the county shall be afforded time, subject to reasonable constraints, to comment to or ask questions of the board; and

WHEREAS, section 2-47(A) of the Kane County Code provides for a general order of business for meetings of the Kane County Board; and

WHEREAS, section 2-47(B) of the Kane County Code provides rules of order that shall govern meetings of the Kane County Board; and

WHEREAS, section 2-48(D) of the Kane County Code provides that rules of order of the Kane County Board shall govern all meetings of standing committees in all cases to which they are applicable; and

WHEREAS, the Kane County Board desires to update and amend various provisions within section 2-47(A) and section 2-47(B) of the Kane County Code, which includes rules related to agenda order and public comment, as reflected in Exhibit A.

NOW, THEREFORE, BE IT ORDAINED by the Kane County Board that Kane County Code, Chapter 2 (Administration), Article II (County Board), Division 2 (Rules of Order), section 2-47(A) and section 2-47(B) is hereby amended to read as reflected in Exhibit A.

Passed by the Kane County Board on September 10, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

EXHIBIT A

2-47: CONDUCT OF MEETINGS:

A. Order Of Business: The order of business for meetings of the county board shall generally be as follows:

1. Call to Order.
- ~~1-2.~~ 2. Roll call.
- ~~2 3.~~ 3. ~~Reading or disposal~~ Approval of the minutes of the previous meeting.
- ~~3 4.~~ 4. Public Comment ~~and employee comment for items on the agenda.~~
- ~~4 5.~~ 5. Chairman's Report/Remarks ~~Reception of bills, petitions, and communications.~~
- ~~5 6.~~ 6. Consent Agenda/Omnibus Vote. ~~New and unfinished business:~~
 - ~~a. Resolutions and ordinances.~~
 - ~~b. Appointments.~~
- ~~6 7.~~ 7. Closed Session ~~session (If Necessary), if applicable.~~
- ~~7 8.~~ 8. Zoning Petitions ~~Public and employee comment for items not on the agenda.~~
9. Resolutions, Ordinances, and Other Scheduled Matters.
10. New and Unfinished Business.
11. Committee Updates.
- ~~8 12.~~ 12. Adjournment.

B. Rules Of Order: The latest version of "Robert's Rules Of Order" shall govern the meetings of the county board in all cases to which they are applicable and where they are not inconsistent with the following specific rules of order:

1. The clerk of the board shall distribute a copy of the minutes of each regular meeting, together with the minutes of such special, or other meetings not previously printed, to each member at least twenty-four (24) hours prior to the next succeeding meeting.
2. All questions relating to the priority of business shall be raised by a point of order ~~decided without debate.~~
3. The chairman shall preserve order and decide all questions of order, subject to an appeal to the board without debate.
4. Every member, previous to speaking, shall ~~rise and~~ respectfully ~~address the request~~ recognition from chairman, avoid personalities, and confine ~~himself~~ themselves to the question under consideration.

5. When two (2) or more members ~~rise~~ request recognition at the same time, the chairman shall name the member who may speak first.

6. A member called to order shall immediately take ~~his~~ their seat, and if there be no appeal to the board, the decision of the chair shall be conclusive; but in no case shall the chair be empowered to call to order a member who is making such appeal.

7. When a question is put, every member shall vote thereon, unless ~~directly interested a~~ conflict of interest as defined by Illinois law or the Kane County Code exists or if the member is excused by the chairman of the board.

8. No motion shall be debated or put unless seconded. When seconded, it shall be stated by the chair before being debated. Every motion shall be reduced to writing by the member making same, if required by the chair or any member of the board.

9. A motion to adjourn shall always be in order and shall be decided without debate.

10. After a motion is stated by the chairman or read by the clerk, it will be considered to be in possession of the board; but may be withdrawn at any time, before a decision or amendment by leave of the board.

11. The clerk shall call the names of the members of the board in alphabetical order when calling the roll or polling a vote.

12. On all questions or motions involving the ~~expenditure~~ appropriation of money, the chairman of the board shall cause the clerk of the board to call the roll and the clerk shall record the vote of ayes and nays.

~~13. Members must be present at the meeting of the day in order to be entitled to their per diem.~~

~~14~~ 13. The rules may be suspended in any particular case by a vote of two-thirds (2/3) of the members present, unless such suspension would violate Illinois law.

~~15~~ 14. The chairman of the county board shall only vote on ~~all~~ any motions, ordinances, amendments thereto, or other matters coming before the board, whenever the casting of such vote is necessary to break a tie vote ~~might either defeat or cause the passage or adoption of any such motion, ordinance, amendment thereto or other matter.~~

~~16~~ 15. a. Anyone, including municipalities, desiring to speak on behalf of, or against, any zoning matter shall file their request to do so with the zoning officer not later than the Friday preceding the meeting of the county board at which said zoning matter is to be presented. The presentation of evidence, debates and argument by nonmembers of the county board in support of, or in opposition to, zoning petitions coming before the county board shall be limited in time to a period of not more than ~~five~~ fifteen (15) minutes for each side of a zoning matter; provided that the petitioner shall be ~~permitted an additional three (3) minutes of time~~ authorized to reserve a portion of their allotted time for rebuttal, limited, however, to any matters raised in opposition to the petition under consideration. Provided further, that an additional ~~five~~ fifteen (15) minutes of time shall be allowed to any objecting municipality situated within one and one-half (1 1/2) miles of the property which is the subject of the petition, or any part thereof. The time allowed to

a municipality shall not be used by anyone other than the duly authorized representative of such municipality.

b. The time period allotted to each side shall be utilized by the parties on either side of the zoning matter as they shall determine and apportion among themselves; provided, however, that the petitioner, or petitioners, shall have the absolute right to apportion the time allotted for the support of the petition; and provided further, that any person who desires to be heard in opposition to the petition and who files his request to address the board with the zoning officer, as required in subsection (B)(15)6(a) of this section, shall be allowed an equitable portion of the time so allotted.

c. The chairman of ~~this~~ the county board may require of the petitioner on either side of a zoning matter that a statement showing the name of the persons who will address the board and the time apportioned to each such person to be filed with the chairman of the board in advance of the consideration of the zoning matter by this board.

~~17 16. a. Members of the public and employees of the county who wish to address the board pursuant to 55 Illinois Compiled Statutes 5/2-1001, must register the desire to do so by eight thirty o'clock (8:30) A.M. on the day of the regular or special meeting. Registration may be completed electronically on the county's website, in writing at the county board office, by facsimile, or by telephone. In accordance with Illinois law, members of the public and employees of the county shall be permitted an opportunity to address public officials under the rules established and recorded by the county board. Any person wishing to address the county board in person shall provide notice of their intent to speak by signing in on the specified sheet provided by the county board office in the meeting room not less than fifteen (15) minutes prior to the scheduled meeting on the day of the scheduled meeting, and be present when their name is called to speak. The sheet shall request that individuals provide their name, any county employment relationship or representative capacity, the agenda item or other topic upon which they desire to address the county board, and the date and time of the request.~~

~~b. The written request shall state the name, address, home and/or work telephone numbers of the individual, e-mail address if desired, any county employment relationship or representative capacity, the agenda item or other topic upon which he/she desires to address the board, and the date and time of the request. If available, the county board may elect to receive a public comment through an electronic conferencing application (e.g. Zoom). Any person who wishes to address the county board through the County's electronic conferencing application must provide notice of their intent to speak by emailing [INSERT EMAIL ADDRESS] by 12:00 p.m. on the day prior to the scheduled meeting.~~

~~c. Unless waived by a majority vote of the board members present, total public comment time for items listed on the agenda will be limited to no more than thirty (30) minutes at the beginning of the agenda. Individuals who have provided notice of their intent to speak will be allowed five (5) minutes. A total public comment time for items not listed on the agenda will be limited to no more than fifteen (15) minutes at the end of the agenda. Individuals who have provided notice of their intent to speak will be allowed three (3) minutes. A person who has provided proper notice of their intent to speak at a scheduled meeting will be allowed not more than three (3) minutes to address the county board. Unless extended by a majority vote of the~~

board members present, the total time for public comment at a scheduled meeting shall be limited to forty-five (45) minutes.

d. In the event the allotted time for public comment will be exceeded, based on the number of individuals who have provided written notice of their intent to speak, the chairman shall have the right ~~to allow a reasonable additional time period for public comment on any single issue and~~ to alter the order of the speakers in order to ensure that all viewpoints are heard.

e. Written materials or handouts will be permitted. In the interest of promoting the efficient conduct of public business, individuals are encouraged to submit written materials or handouts prior to the scheduled meeting. Visual aids may be used so long as they are not disruptive to the proceedings of the county board and/or present a danger to persons or property.

f. Unless otherwise allowed by the chairman, ~~All~~ all speakers will be required to address the board from the designated location in the ~~county boardroom~~ meeting room, using the microphone provided.

g. Speakers desiring to influence specific county board actions are encouraged, but not required, to make an initial presentation at the appropriate county board committee. Each standing committee of the board shall ensure that time is made available for comment by members of the public and employees, subject to the limitations of time and the business of the committee, and consistent with Illinois law and the Kane County Code.

h. Speakers shall refrain from statements or remarks that concern the private activities or lifestyles of individual county employees that are wholly unrelated to the business of the county.

i. Individuals addressing the board shall refrain from statements, remarks or conduct that is ~~uncivil, rude, vulgar, profane or otherwise~~ disruptive to the conduct of the county board or which causes a disturbance.

j. The chairman may refer all questions submitted by a speaker to the appropriate county board committee, elected official or department head for a response at a later date where appropriate.

k. Any person who wishes to address the county board by written submission shall submit their public comments in writing to [INSERT EMAIL ADDRESS] by 12:00 p.m. on the day prior to the scheduled meeting. All comments received by 12.00 p.m. on the day prior to the scheduled meeting for which written public comment is desired will be forwarded to the county board before the meeting and will be attached to the minutes of that meeting. Public comment by written submission will not be read aloud into the record.

C. Agendas: Agendas shall be governed by the following provisions:

1. The chairman, with the advice of the executive committee, shall prepare an agenda for each meeting of the county board prior to such meeting. The agenda shall be in writing and shall be made available in accordance with the provisions of the Open Meetings Act (5 ILCS 120/1 et seq.).

2. The agenda shall be sufficiently itemized to apprise members and the public of matters to be considered by the county board. Matters to be placed on the agenda shall be communicated to

the chairman of the county board in writing prior to the meeting of the executive committee at which the agenda is to be prepared.

3. The meeting agenda, along with all resolutions and ordinances to be considered at the county board meeting, shall be electronically sent to all board members or hand delivered to a board member's mailbox at the County Board Office not less than forty eight (48) hours prior to such meeting.

4. Committee meeting agendas shall be approved by the respective committee chairperson(s) after receiving submissions from departments and elected offices, any items requested by the committee through discussion and/or consensus, and any items forwarded from a previous committee.

D. Remote Attendance At Meetings: The remote attendance policy established herein is in accordance with Section 7 of the Open Meetings Act (5 ILCS 120/7):

1. If a quorum of the members of the County Board, or any of its committees, is physically present as required by Section 2.01 Open Meetings Act (5 ILCS 120/2.01), a majority of the County Board, or a majority of a County Board committee, may allow a member to attend the meeting by "other means," which means by video or audio conference, if the member is prevented from physically attending because of:

- a. Personal illness or disability;
- b. Employment purposes or the business of the public body;
- c. A family or other emergency; or
- d. An unexpected childcare obligation.

2. Any member who desires to attend a meeting remotely by other means must notify the recording secretary or the clerk, in the manner designated by the recording secretary or clerk, as soon as reasonably practical prior to the start of the meeting. Notification shall consist of a statement that the member is physically unable to attend the meeting for one of the following reasons:

- a. The member cannot attend because of personal illness or disability; or
- b. The member cannot attend because of employment purposes or the business of the county board; or
- c. The member cannot attend because of a family or other emergency; or
- d. The member cannot attend because of an unexpected childcare obligation.

Video conferencing is the preferred means for remote attendance. If a member is unable to attend by video conference due to technical or other reasons, such as privacy concerns, the member shall notify the recording secretary or clerk. A majority of the quorum of the public body may excuse the use of video.

3. The recording secretary or clerk, via county board office staff, after receiving the remote attendance request, shall inform the designated presiding officer of the request to attend remotely

by other means. For county board meetings, the designated presiding officer shall be the county board chair, or, in their absence, the vice chair. For committee meetings, the designated presiding officer shall be the committee chair, committee co-chairs, or, in their absence, the committee vice chair, if any.

4. After establishing that a quorum is physically present at a meeting where a member desires to attend remotely by other means, the presiding officer shall state that the member has notified the recording secretary or clerk of their desire to attend the meeting by other means. The member will be deemed authorized to attend the meeting by other means unless a motion objecting to the member's attendance is made, seconded, and approved by two-thirds of the members of the county board or the county board committee physically present at the meeting.

5. Any member attending remotely by other means shall be counted as present, and the minutes shall reflect that a member is attending remotely by audio or video conference, as applicable.

6. The equipment and internet or phone connection used for remote participation shall be of such quality that the members present and the public shall be able to hear the comments of the member participating.

7. The equipment and the internet or phone connection used for remote participation shall be the responsibility of the member attending remotely

8. The member attending the meeting remotely by other means shall have their microphone off or muted during the meeting, unless they are called to vote or are otherwise recognized by the chairman or presiding officer to be an active speaker.

9. The county staff managing the conference shall be permitted to mute a member's microphone when the member is not speaking or voting in order to eliminate disruptive background noise.

10. The member who makes a presentation at a meeting while in attendance via video conferencing may have to share their screen. It is the member's responsibility to protect their privacy and the information that they may not want to share with the public.

11. The member attending remotely shall have the same rights to participate in discussions and vote as if the member were physically present.

12. At an executive session or closed session of the county board, the member attending remotely by other means must comply with the privacy and confidentiality requirements of the meeting and confirm such compliance on the record.

13. Nothing herein shall be construed to prohibit the board from conducting a meeting by audio or video conference, without a physical presence of a quorum, in the event of a disaster declaration related to public health concerns, in accordance with the provisions of the Open Meetings Act (5 ILCS 120/7(e)).

(Res. of 7-10-1973; Res. 83-204, §§ 1, 2, 12-13-1983; Ord. 94-256, 10-11-1994; Ord. 06-140, 5-9-2006; Ord. 23-77, 3-14-2023; Ord. 23-362, 10-10-2023; Ord. 23-473, 11-21-2023)



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Amending Section 2-47(A) (Order of Business) and Section 2-47(B) (Rules of Order) of the Kane County Code

Committee Flow:

Executive Committee, County Board

Contact:

Steven Ford, 630.232.2739

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

Summary:

This ordinance is amending Section 2-47(A) (Order of Business) and Section 2-47(B) (Rules of Order) of the Kane County Code.