



Kane County County Board Agenda

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

Tuesday, June 11, 2024

9:45 AM

County Board Room

1. CALL TO ORDER
2. ROLL CALL
3. REMOTE ATTENDANCE REQUESTS
4. PLEDGE OF ALLEGIANCE & INVOCATION
5. APPROVAL OF MINUTES: May 14, 2024
6. PUBLIC COMMENT (Agenda Items)
7. PUBLIC COMMENT (Non Agenda Items)
8. NEW AND UNFINISHED BUSINESS
 - A. Madam Chairman's Comments
 - Historical Perspective: Annual County Board Meeting (K.Shepro, Spec. ASA)
 - B. Ordinance
 - C. Zoning Petitions
 - [TMP-24-2374](#) Petition # 4631 Petitioner: Michael Vondra (TPE IL KN309, LLC)
 - D. Appointments
 - E. Committee Updates
9. RESOLUTIONS/ORDINANCES

----- **CONSENT AGENDA** -----

American Rescue Plan

Resolution: [24-217](#) Authorizing the Use of State and Local Fiscal Recovery Funds to Fund Building Toward the Future Project for Public Action to Deliver Shelter (PADS) of Elgin

Resolution: [24-218](#) Authorizing the Use of State and Local Fiscal Recovery Funds to Fund the Community Mental Health Funding Bridge Project for Elgin Township and the Elgin Township Community Mental Health Board

Resolution: [24-219](#) Authorizing the Use of State and Local Fiscal Recovery Funds to Fund 2023 HVAC Improvements at the County Clerk's Office for the Kane County Building Management Department

Resolution: [24-220](#) Authorizing the Use of State and Local Fiscal Recovery Funds to Fund HVAC Improvements at Court Services for the Kane County Building Management Department

Resolution: [24-221](#) Authorizing the Use and Transfer of State and Local Fiscal Recovery Funds from Lost Revenue Recoupment Fund 356 to General Fund 001 to Capital Projects Fund 500 to Fund Exterior Envelope Pipe Chase Improvement at the Kane County Jail For the Kane County Building Management Department

Resolution: [24-222](#) Authorizing the Use and Transfer of State and Local Fiscal Recovery Funds from Lost Revenue Recoupment Fund 356 to General Fund 001 to Capital Projects Fund 500 to Fund ADA Accessible Ramp at the Adult Justice Center for the Kane County Building Management Department

Resolution: [24-223](#) Authorizing the Use of State and Local Fiscal Recovery Funds to Fund Sally Port HVAC System Improvements at the Kane County Jail for the Kane County Building Management Department

Resolution: [24-224](#) Amending Resolution 23-497 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

Resolution: [24-225](#) Authorizing an Amendment to the Agreement with the Kane County American Rescue Plan Consultant and Corresponding Use of Additional State and Local Fiscal Recovery

Agriculture

Resolution: [24-226](#) Approving Two Applicants for Protection Through the Farmland Protection Program

County Development

Resolution: [24-227](#) Amending the Housing and Community Development Consolidated Plan

Energy/Environmental

Resolution: [24-228](#) Adopting a Kane County Climate Action Implementation Plan

Finance

Resolution: [24-229](#) Approving April 2024 Claims Paid

Resolution: [24-230](#) Amending the Growing for Kane Fund FY2024 Budget to Account for the Land Transfer Navigator Grant Program

Resolution: [24-231](#) Authorizing the AOIC Modernization Funding Allocation

Resolution: [24-232](#) Creating a Special Revenue Fund and Budget for DUI Court within Court Services

Resolution: [24-233](#) Authorizing Acceptance of FY25 Firearm Safe Storage Strategies

Resolution: [24-234](#) Authorizing Acceptance of the Illinois Department of Public Health LHD Respiratory Surveillance and Outbreak Response (RSORG-25) Grant

Resolution: [24-235](#) Authorizing Opioid Response Community Implementation Project- Line Item Transfer to Coroner

Resolution: [24-236](#) Emergency Appropriation and Budget Adjustment Request Amending Resolution No. 24-076

Resolution: [24-237](#) Authorizing Agreements for Workforce Innovation and Opportunity Act and Trade Adjustment Act Programs for Program Year 2024

Resolution: [24-238](#) Authorizing Judicial Facility Construction Funds for General Construction Services with MRRW Construction (BID# 23-032)

Resolution: [24-239](#) Authorizing MRRW Construction Services for the Judicial Technology Modernization ARPA Project (BID# 23-032)

Resolution: [24-240](#) Authorizing Contract for Psychiatric Services for the Juvenile Justice Center

Resolution: [24-241](#) Amending a Contract with Ellen Kamps to Provide Additional Food and Agriculture Project Consulting Services

Resolution: [24-242](#) Authorizing a Contract for Kane County Emergency Communications for Uninterruptable Power Supply (UPS) System Replacements with Installation (RFP# 24-031-TK)

Resolution: [24-243](#) Authorizing a Contract for Kane County Emergency Communications for Professional Services for Mental Health and Therapy Counseling

Resolution: [24-244](#) Authorizing an Agreement with DocuSign Inc. for Electronic Signature Software and Services

Resolution: [24-245](#) Authorizing the Interlocal Purchasing System (TIPS) National Purchasing Cooperative Agreement

Resolution: [24-246](#) Authorizing Purchase of Technology Product Solutions and Related Services for the Information Technologies Department with Carahsoft Technology Corporation Through Omnia Partners (Contract# 23-6692-01)

Resolution: [24-247](#) Authorizing the Purchase of Two Vehicles for the Office of Emergency Management

Resolution: [24-248](#) Authorizing Job Title and Pay Grade Changes for the Information Technologies Department

Resolution: [24-249](#) Authorizing a Pay Adjustment for Equity within a Pay Grade for a Promotion in the Building Management Department

Resolution: [24-250](#) Authorizing the Issuance of a Request for Proposals for External Compensation Analysis and Review of Position Grading

Ordinance: [24-151](#) Creating Illinois Residency Requirements for County Employees

Resolution: [24-251](#) Approving County Board Personal Expense Voucher Reimbursement Request

Resolution: [24-252](#) Approving County Board Personal Expense Voucher Reimbursement Request

Resolution: [24-253](#) Approving County Board Personal Expense Voucher Reimbursement Request

Judicial/Public Safety

Resolution: [24-254](#) Adopting the 2024 Natural Hazard Mitigation Plan

Resolution: [24-255](#) Adopting the Illinois Emergency Management Mutual Aid System Intergovernmental Service Agreement

Resolution: [24-256](#) Authorizing an Agreement to Extend the Professional Healthcare Services Agreement Between the County of Kane and the Kane County Child Advocacy Center and the Board of Trustees of the University of Illinois

Public Service

Ordinance: [24-257](#) Repealing Section 14-2 of the Kane County Code (Licenses for Raffles) and Replacing it with a New Section 14-2: Licenses for Raffles and Poker Runs.

Transportation

Resolution: [24-258](#) Authorizing Job Position and Title Changes for the Kane County Division of Transportation

Resolution: [24-259](#) Approving Adopt-A-Highway Applicants

Resolution: [24-260](#) Approving a Technical Services Agreement Between the Regional Transportation Authority and the County of Kane for the Ride in Kane Program, Contract Number S5310-2021-11, Federal Project Number IL-2022-025, FY2020-21 Section 5310 Mobility Management (Transfer Funds)

Resolution: [24-261](#) Approving a Technical Services Agreement Between the Regional Transportation Authority and the County of Kane for the Ride in Kane Program, Contract Number S5310-2021-12, Federal Project Number IL-2022-025, Phase 19&20 Operating

Resolution: [24-262](#) Approving an Intergovernmental Agreement for Transportation Planning Activities

Resolution: [24-263](#) Approving the Kane County 5-Year FY2024-2028 Transportation Improvement Program (TIP)

Resolution: [24-264](#) Approving a Contract for Construction with Preform Traffic Control Systems, Ltd. of Elk Grove Village, Illinois for 2024 Kane County Paint Pavement Marking Program, Kane County Section No. 24-00000-03-GM

Resolution: [24-265](#) Approving Sugar Grove Township Utilization of the 2024 Kane County Paint Pavement Marking Contract with Preform Traffic Control Systems, Ltd. of Elk Grove Village, Illinois for the 2024 Sugar Grove Township Maintenance, Section No. 24-15000-02-GM

Resolution: [24-266](#) Approving a Contract for Construction with Martam Construction, Inc. of Elgin, Illinois for Hughes Road Culvert Improvement and Guardrail Replacement Project, Kane County Section No. 23-00569-00-GR

Resolution: [24-267](#) Approving a Contract for Construction with Builders Paving, LLC of Hillside, Illinois for 2024 Batavia Township Road District, Section No. 24-02000-01-GM

Resolution: [24-268](#) Approving a Contract for Construction with AC Pavement Striping Co. of Elgin, Illinois for 2024 Big Rock Township Bituminous Surface Treatment Project, Section No. 24-03000-01-GM

Resolution: [24-269](#) Approving a Contract for Construction with Peter Baker and Son Co. of Lake Bluff, Illinois for 2024 Plato Township Road District, Section No. 24-12000-01-GM

Resolution: [24-270](#) Approving a Contract for Construction with J.A. Johnson Paving Co. of Arlington Heights, Illinois for 2024 Rutland Township Road District, Section No. 24-13000-01-GM

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

Resolution: [24-200](#) Authorizing the Kane County Health Department to Participate in the Apple Developer Program to Publish Health-Related Apps on Apple App Store

Resolution: 24-271 Authorizing Certain Actions Relative to the Tax Agent

Resolution: 24-272 Authorizing Pay Grade Changes, Pay Adjustments for Equity within Pay Grades for Promotions, and Retention of Existing Vacant Positions for the Office of Community Reinvestment

Resolution: 24-273 Awarding Real Estate Broker Services to Jones Lang LaSalle Americas, Inc.

10. EXECUTIVE SESSION

- A. Settlement of Claims
- B. Pending Litigation
- C. Purchase or Lease of Real Property for the Use of the Public Body
- D. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of a Specific Employee

11. OPEN SESSION

- A. Vote on Settlement Approval in Case 23WC023081
- B. Vote on Settlement Approval in Case 18WC005788
- C. Vote on Settlement Approval in Case 22WC010851
- D. Vote on Settlement Approval in Case 2023PR441

12. NEW BUSINESS

13. ADJOURNMENT TO TUESDAY, JULY 9, 2024

Summary:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Petition 4631

Committee Flow:

Development Committee, Executive Committee, County Board

Contact:

Keith Berkhout 630-232-3495

Budget Information:

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

Summary:

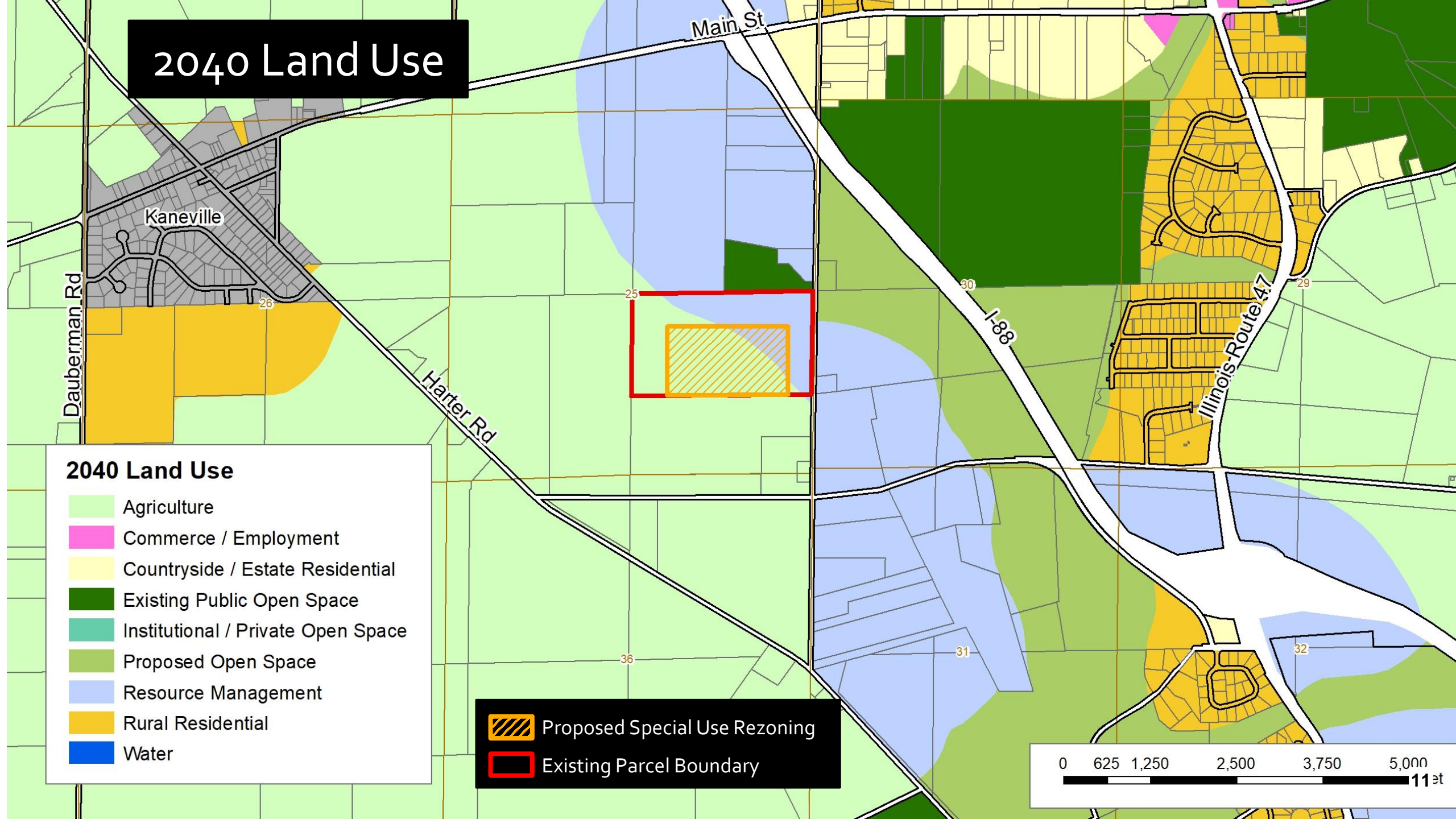
Special Use in the F-Farming District for a solar facility

#4631

**MICHAEL VONDRA (TPE IL KN309, LLC
COUNTY BOARD MEMBER BILL LENERT DISTRICT 5**

Requesting a Special Use in the F-Farming District for a solar facility.

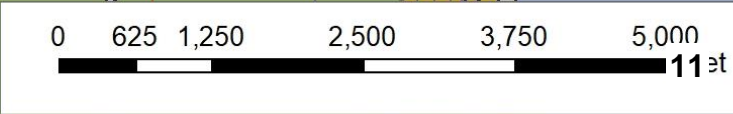
2040 Land Use



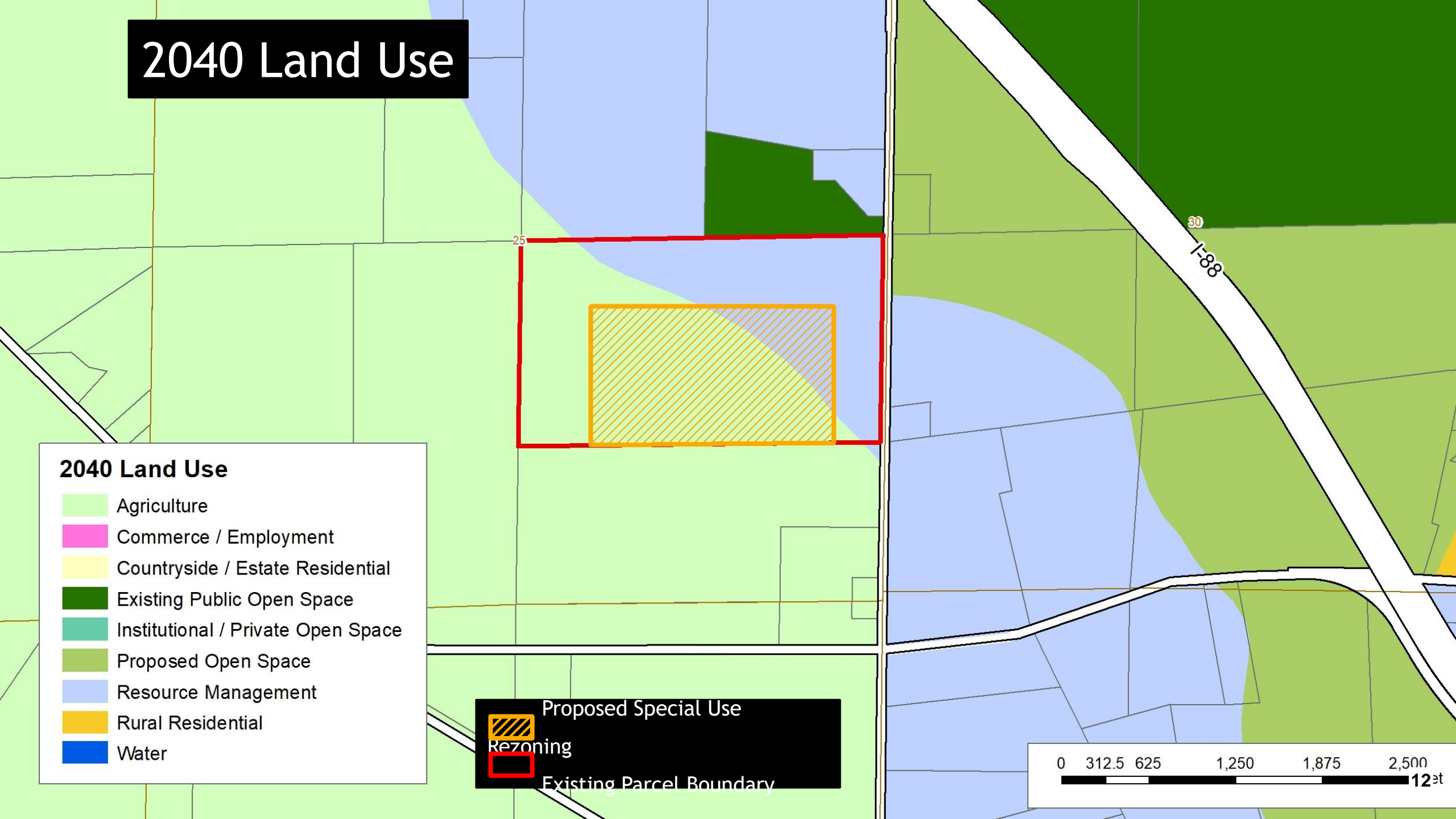
2040 Land Use

- Agriculture
- Commerce / Employment
- Countryside / Estate Residential
- Existing Public Open Space
- Institutional / Private Open Space
- Proposed Open Space
- Resource Management
- Rural Residential
- Water

- Proposed Special Use Rezoning
- Existing Parcel Boundary



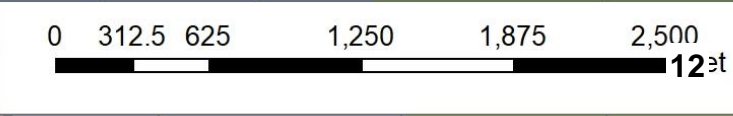
2040 Land Use



2040 Land Use

- Agriculture
- Commerce / Employment
- Countryside / Estate Residential
- Existing Public Open Space
- Institutional / Private Open Space
- Proposed Open Space
- Resource Management
- Rural Residential
- Water

Proposed Special Use
Rezoning
Existing Parcel Boundary



2040 Land Use Analysis

02S512 Lorang Road, Elburn - Petition #4631

*2040 Planned Use: **Agriculture; Resource Management**

Characteristics of Areas Planned for **Agriculture**

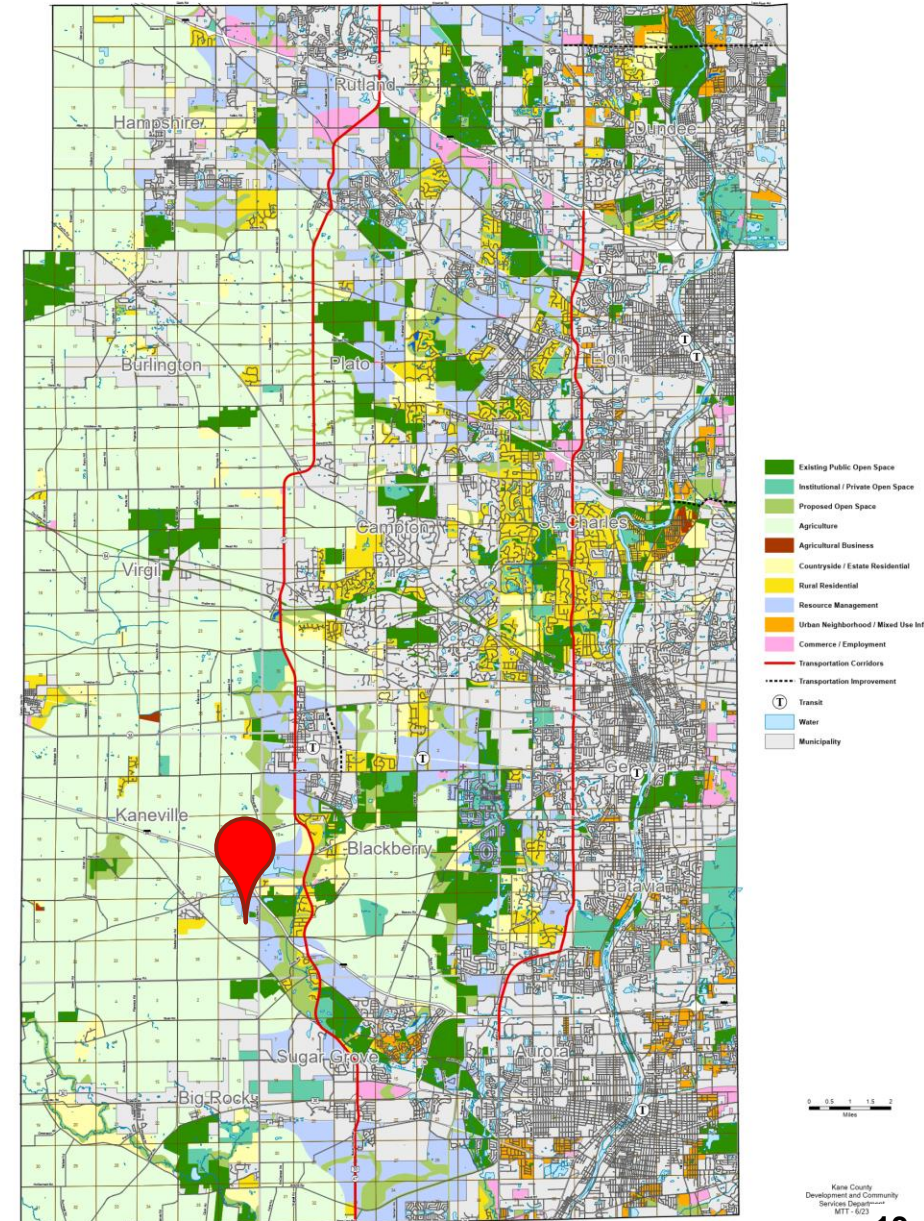
- Areas generally contain *prime farmland* or *farmland of statewide importance*
- Farmsteads - low density residential uses or small specialty farms
- Allow for limited agribusiness and farm support services
- Includes areas used to grow fresh foods for farmers markets, grocery stores, restaurants, and on-farm sales

Characteristics of Areas Planned for **Resource Management**

- Resource Management is a land use category that supports municipal and County compact, mixed use growth opportunities while emphasizing wise management of land and water resources
- Applies primarily to land within the Critical Growth Area

*The proposed rezoning site includes two land use areas (Agriculture and Resource Management)

2040 LAND USE



2040 Conceptual Land Use Strategy

02S512 Lorang Road, Elburn - Petition #4631

2040 CONCEPTUAL LAND USE STRATEGY MAP

Adopted October 12, 2010

*Conceptual Land Use Strategy Areas:

- **Agriculture / Food, Farm and Small Town Area**
- **Critical Growth Area**

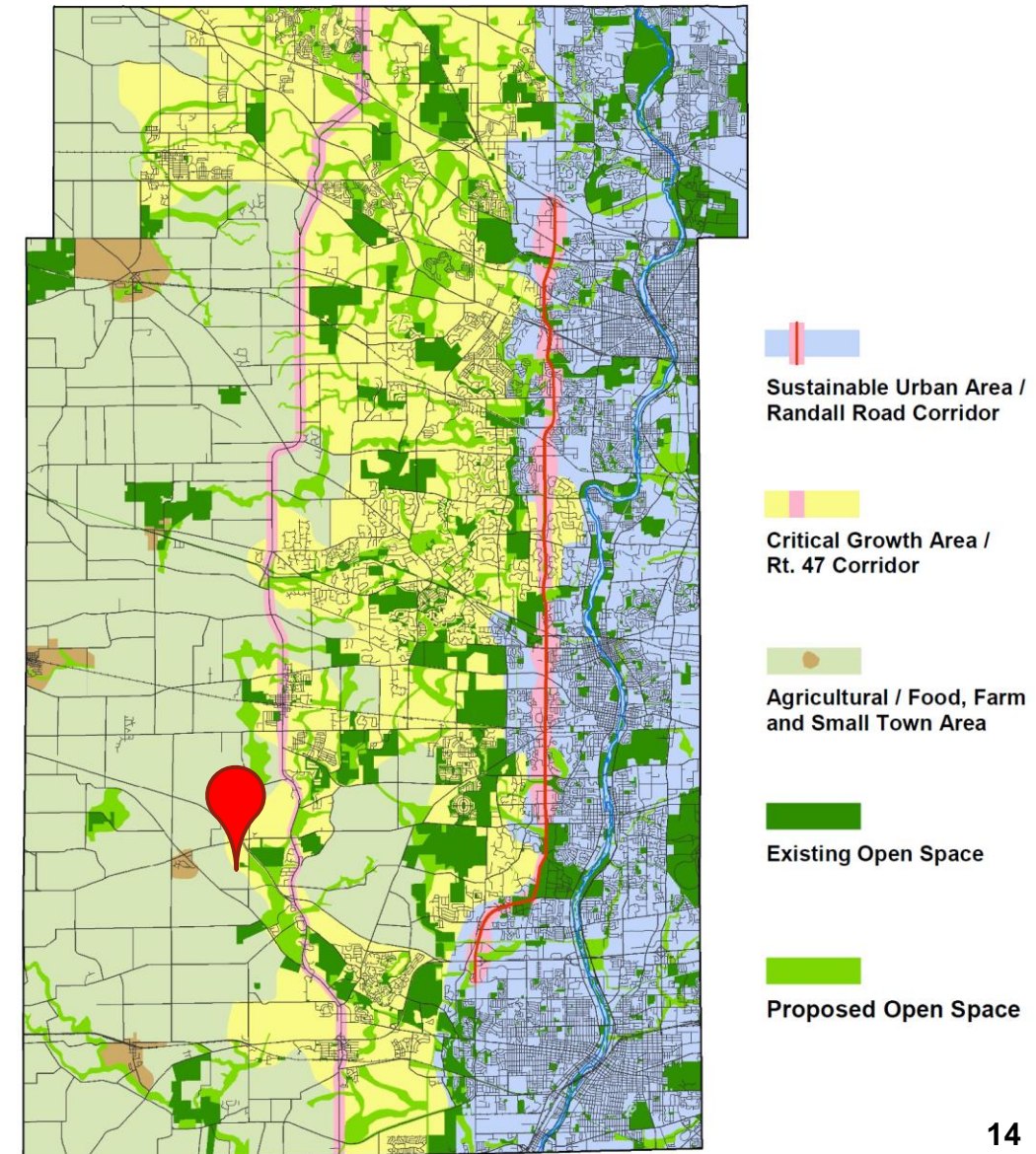
Agriculture Corridor Themes

1. **“Food and farm,”** reflects the County’s policy of protecting productive farmland and promoting locally grown foods as a desirable goal
2. **“Small towns,”** calls for awareness of and responsiveness to future development pressure around Kane County’s western communities

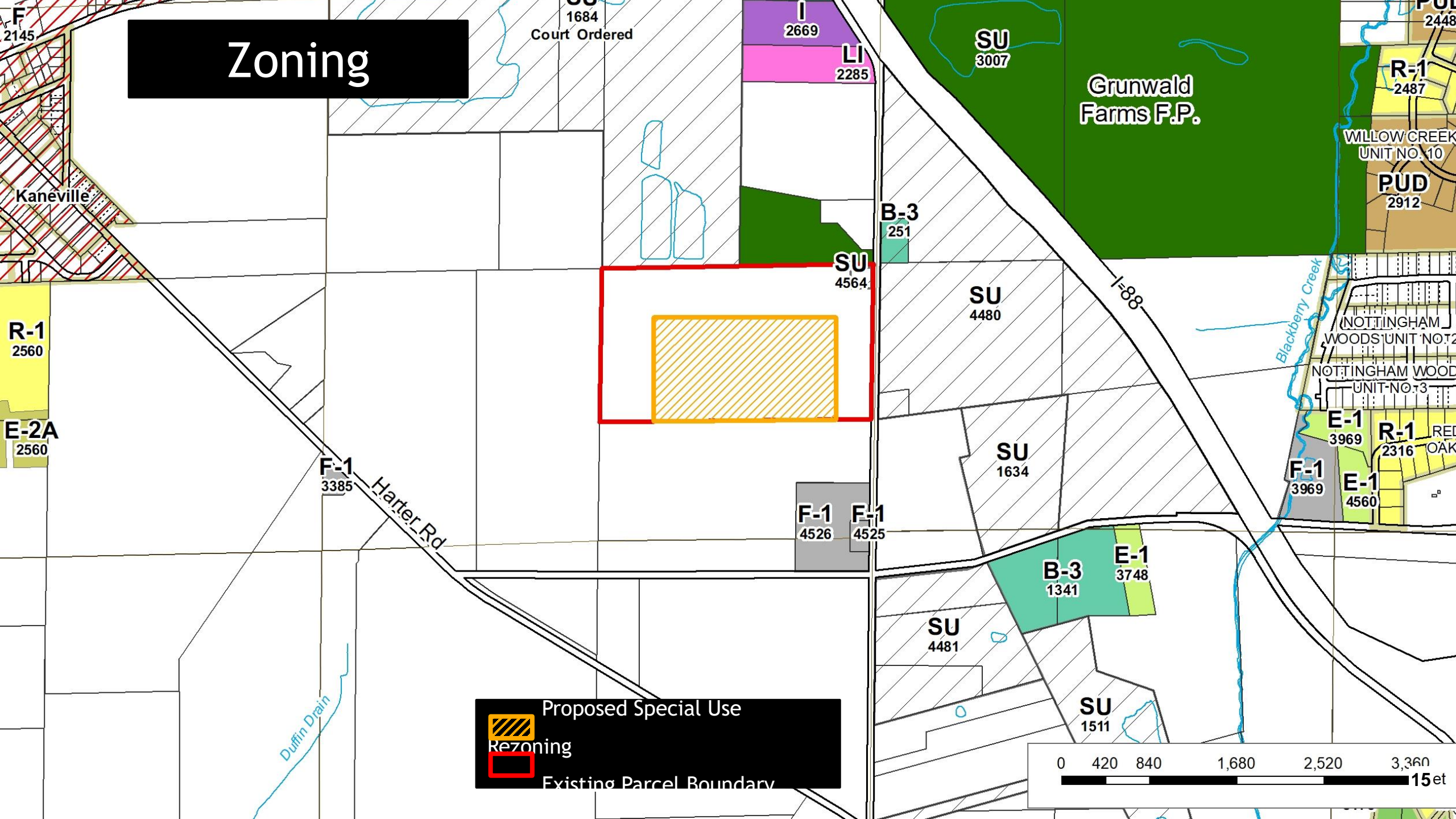
Critical Growth Corridor Themes

1. Characterized by diversity and mix of planned municipal development, expanded transportation opportunities, additional open space initiatives, natural resource driven decision-making and healthy living

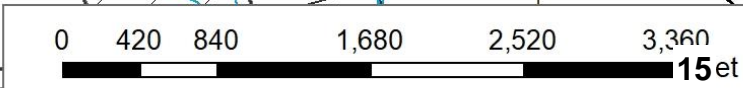
*The proposed rezoning site includes areas of two CLUS areas (Agriculture / Food, Farm and Small Town Area; and Critical Growth Area)

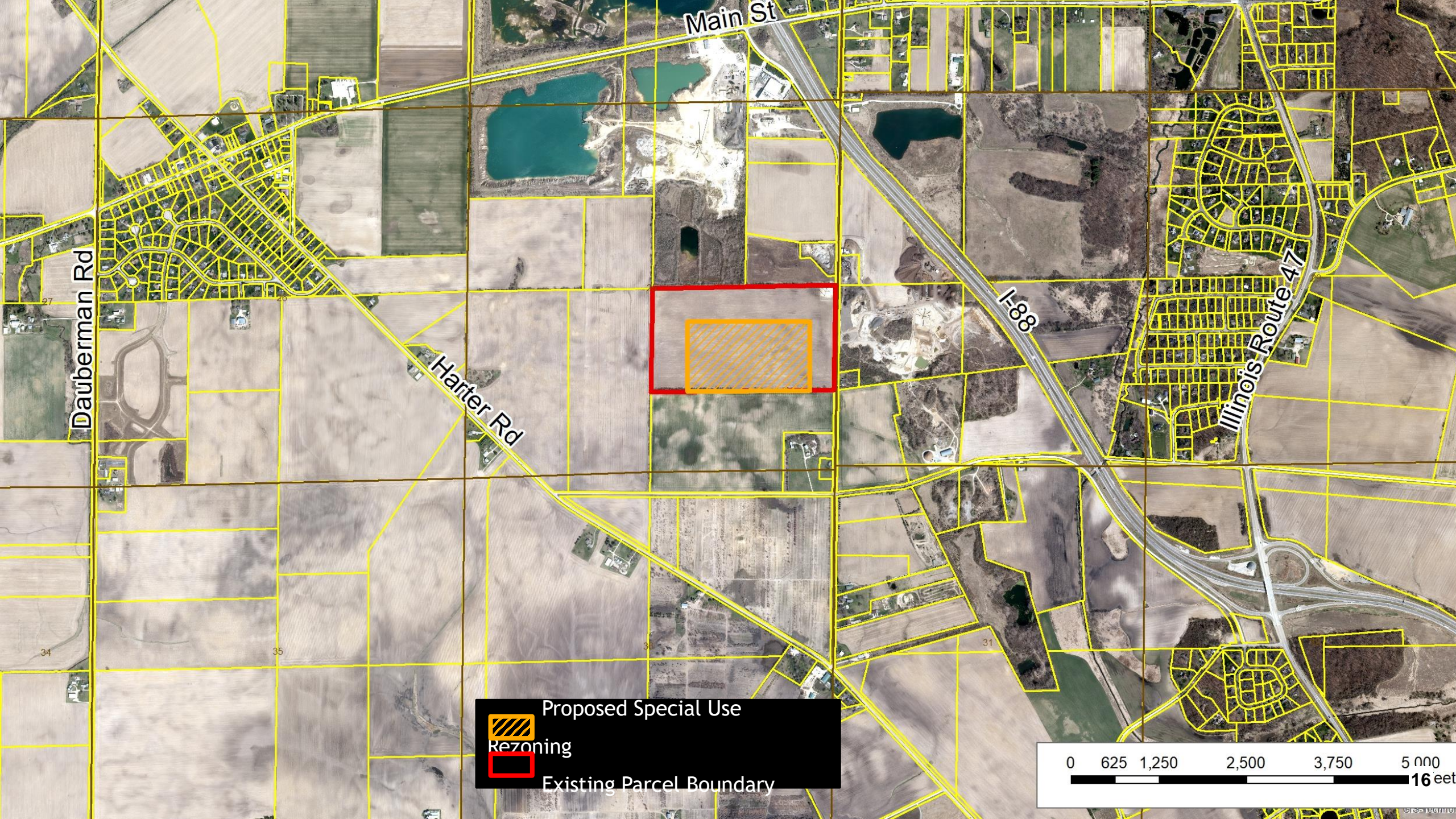


Zoning



Proposed Special Use
Rezoning
Existing Parcel Boundary





Main St

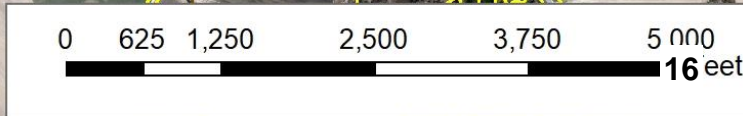
Dauberman Rd

Harter Rd

I-88

Illinois Route 47

Proposed Special Use
Rezoning
Existing Parcel Boundary

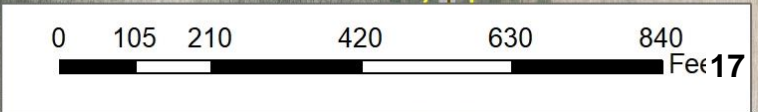




25

30

Proposed Special Use
 Rezoning
 Existing Parcel Boundary



PLAT OF SURVEY

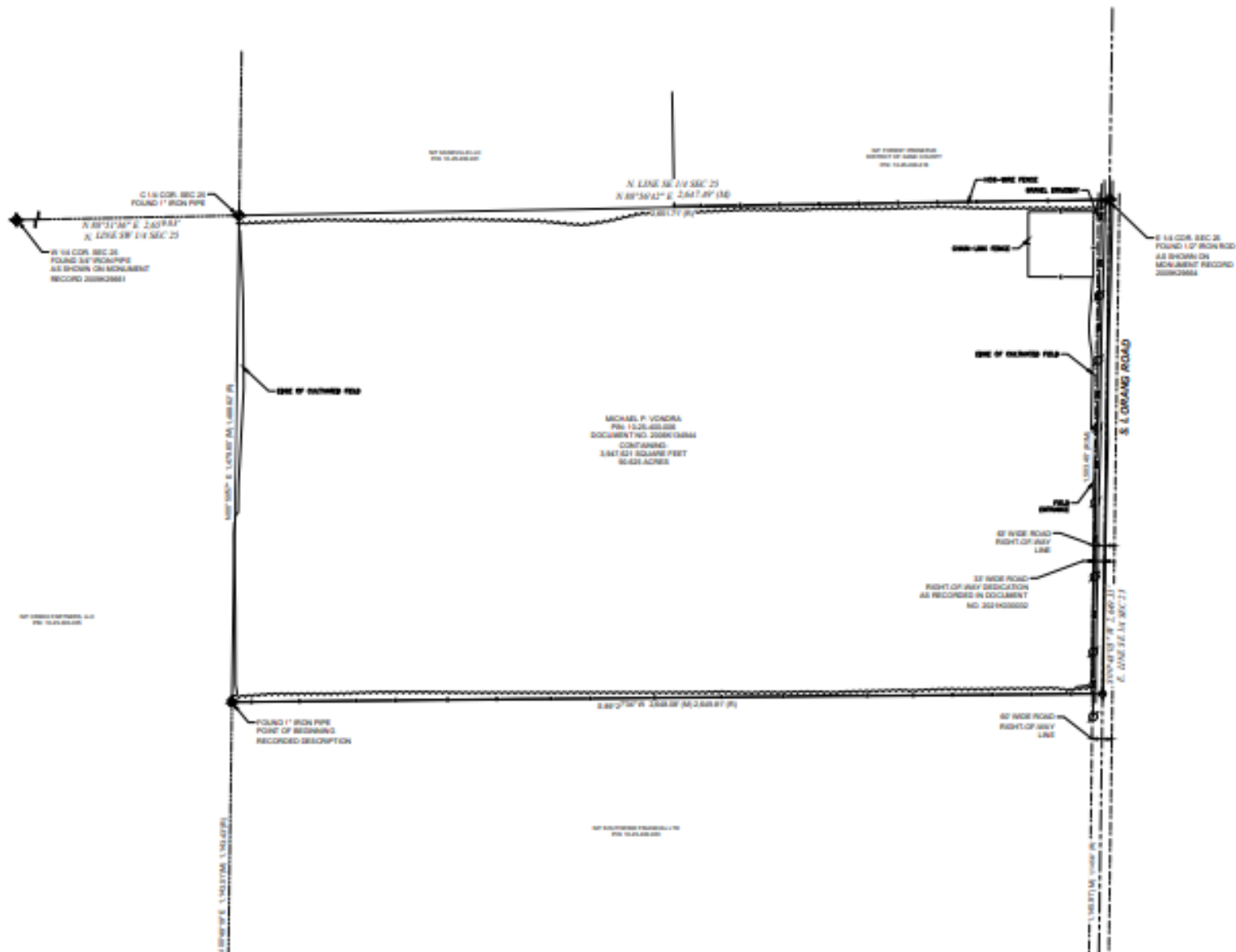
FOR

TPE IL KN309, LLC

A TRACT OF LAND LOCATED IN PART OF THE SOUTHEAST QUARTER OF SECTION 25,
TOWNSHIP 39 NORTH, RANGE 8 EAST, THIRD PRINCIPAL MERIDIAN
KANE COUNTY, STATE OF ILLINOIS

GENERAL NOTES:

1. THE PLAN SHOWN HEREON IS BASED ON A FIELD SURVEY PERFORMED BY US SURVEY COMPANY ON FEBRUARY 14, 2024.
2. CERTIFICATIONS INDICATED OR IMPLIED HEREIN SHALL RUN ONLY TO THE PERSON OR PERSONS FOR WHOM THE SURVEY WAS PERFORMED. CERTIFICATIONS ARE NOT TRANSFERABLE TO SUBSEQUENT OWNERS.
3. NO ENVIRONMENTAL INVESTIGATIONS OR SURVEYS WERE MADE FOR THIS PLAT AND IT THEREFORE DOES NOT REFLECT THE CONDITIONS WHICH MAY BE REVEALED TO THE PROPERTY THROUGH THOSE ADDITIONAL SURVEYS.
4. THE HORIZONTAL DATUM FOR THIS PROJECT IS REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, ILLINOIS EAST ZONE.
5. THE PROPERTY IS PARTIALLY LOCATED IN ZONE "B" AREAS OF MINIMAL FLOOD HAZARD, AS SHOWN ON THE FLOOD INSURANCE RATE MAP FOR KANE COUNTY, ILLINOIS, MAP NUMBER 1708000001, EFFECTIVE DATE 11/15/2013. NO SURVEYING WAS DONE TO DETERMINE FLOOD ZONES SHOWN HEREON AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION COMPLETELY FOR A WARRANTY FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. THE LOCATION OF UTILITIES SHOWN HEREON WAS DETERMINED BY OBSERVED EVIDENCE. PLANS REQUESTED BY THE SURVEYOR AND OBTAINED FROM UTILITY COMPANIES OR AGENCIES REQUESTED BY THE BUYER TICKET NO. 2224447444. THIS SURVEY MAKES NO STATEMENT REGARDING THE ACTUAL PRESENCE OR ABSENCE OF ANY UTILITY AND/OR GRABAGE SERVICE. VERIFY INFO PRIOR TO ANY NEW DESIGN, DEVELOPMENT OR CONSTRUCTION.
7. THIS SURVEY MAY NOT REFLECT ALL UTILITIES OR IMPROVEMENTS IF SUCH ITEMS ARE HIDDEN BY LANDSCAPING OR ARE COVERED BY SUCH ITEMS AS COMPARTERS, TRAILERS, CORN DIRT PILING OR SIMILAR. AT THE TIME OF THIS SURVEY, SHOWING DID NOT COVER THE SITE. LAWN SPRINKLER SYSTEMS, IF ANY, ARE NOT SHOWN ON THIS SURVEY.
8. SITE ADDRESS: 2 LORANG ROAD, SUBURB, IL 60118

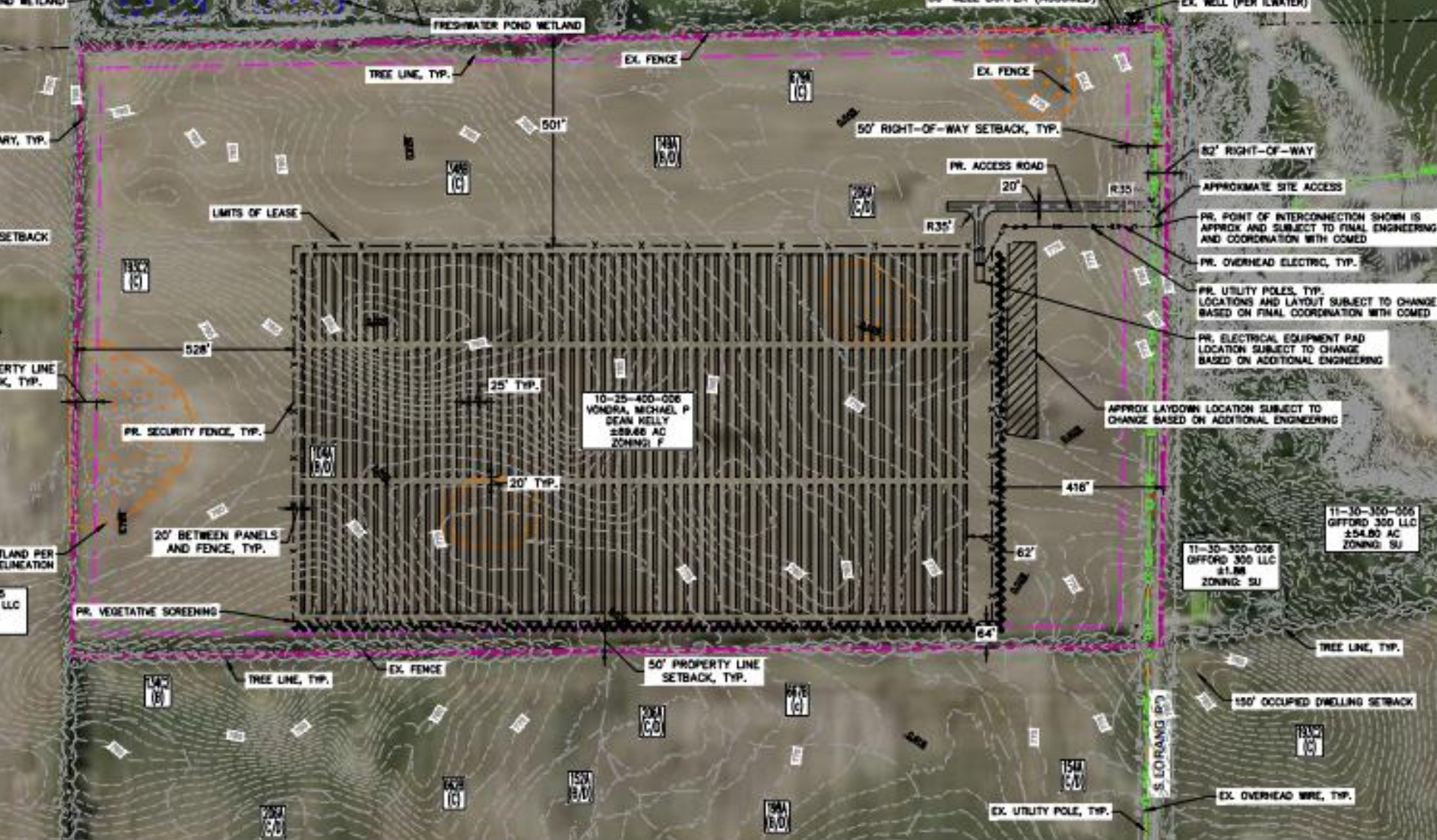


RECORDED DESCRIPTION

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF SECTION 25, TOWNSHIP 39 NORTH AND RANGE 8 EAST SAID; THENCE SOUTHERLY 36.6 FEET ALONG THE EAST LINE OF SAID SECTION 25; THENCE WESTERLY AT AN ANGLE OF 88 DEGREES, 38 MINUTES, 5 SECONDS MEASURED COUNTER-CLOCKWISE FROM THE LAST DESCRIBED COURSE, 266.22 FEET TO THE WEST LINE OF THE NORTH EAST 1/4 OF SAID SECTION 25; THENCE NORTHERLY ALONG SAID WEST LINE AT AN ANGLE OF 88 DEGREES, 27 MINUTES, 13 SECONDS MEASURED COUNTER-CLOCKWISE FROM THE LAST DESCRIBED COURSE 114.27 FEET TO THE SOUTH WEST CORNER OF THE SOUTH EAST 1/4 OF SAID SECTION 25; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SOUTH EAST 1/4 AT AN ANGLE OF 175 DEGREES, 47 MINUTES, 28 SECONDS MEASURED COUNTER-CLOCKWISE FROM THE LAST DESCRIBED COURSE 114.63 FEET FOR A POINT OF BEGINNING; THENCE EASTERLY AT AN ANGLE OF 8 DEGREES, 45 MINUTES, 28 SECONDS MEASURED COUNTER-CLOCKWISE FROM THE LAST DESCRIBED COURSE 258.81 FEET TO A POINT ON THE EAST LINE OF SAID SOUTH EAST 1/4 THAT IS 11.88 FEET NORTHERLY OF AS MEASURED ALONG SAID EAST LINE, THE SOUTH-EAST CORNER OF SAID QUARTER; THENCE NORTHERLY ALONG SAID EAST LINE AT AN ANGLE OF 81 DEGREES, 45 MINUTES, 41 SECONDS MEASURED COUNTER-CLOCKWISE FROM THE LAST DESCRIBED COURSE 185.4 FEET TO THE NORTH LINE OF SAID SOUTH EAST 1/4; THENCE WESTERLY ALONG SAID NORTH LINE AT AN ANGLE OF 87 DEGREES, 55 MINUTES, 28 SECONDS MEASURED COUNTER-CLOCKWISE FROM THE LAST DESCRIBED COURSE 265.71 FEET TO THE WEST LINE OF SAID SOUTH EAST 1/4; THENCE SOUTHERLY ALONG SAID WEST LINE AT AN ANGLE OF 90 DEGREES, 51 MINUTES, 1 SECOND MEASURED COUNTER-CLOCKWISE FROM THE LAST DESCRIBED COURSE 1.8842 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF KANEVILLE, KANE COUNTY, ILLINOIS.

PN NO. 1526488-001



LEGEND

ROAD LABEL	N 2200TH ST
PROJECT BOUNDARY/SPECIAL USE AREA	
ROAD CENTERLINE	
RIGHT OF WAY	
PROPERTY LINE	
PROPERTY LINE/ROAD SETBACK	
EX. SOL.	
RESIDENTIAL BUFFER (100')	
FRESHWATER POND WETLANDS (FW)	
EX. WETLANDS (LEVEL I WETLAND DELINEATION)	
EX. OVERHEAD ELECTRIC	
EX. UTILITY POLE	
TREE LINE	
EX. FENCE	
LIMITS OF LEASE	
EX. RESIDENCE/STRUCTURE	
EX. FLOW DIRECTION AND SLOPE	
EX. ELEVATION	
EX. WELL	
WELL BUFFER	
PR. SECURITY FENCE	
PR. PANEL EXTENTS	
PR. OVERHEAD ELECTRIC	
PR. ACCESS ROAD	
PR. UTILITY POLE	
PR. EQUIPMENT PAD	
PR. SOLAR ARRAY	
PR. LAYDOWN AREA	
PR. VEGETATIVE SCREENING BUFFER	

SOILS DATA TABLE

MAP UNIT NAME	HYDROLOGIC SOIL GROUP
SHAL SILT LOAM, 0 TO 2 PERCENT SLOPES	B/D
SHAL SILT LOAM, 2 TO 10 PERCENT SLOPES	B
SHAL SILT LOAM, 0 TO 2 PERCENT SLOPES	B/D
SHAL SILT LOAM, 0 TO 2 PERCENT SLOPES	B/D
SHAL SILT LOAM, 0 TO 2 PERCENT SLOPES	C/D
SHAL SILT LOAM, 2 TO 8 PERCENT SLOPES	C
SHAL SILT LOAM, 2 TO 10 PERCENT SLOPES, ERODED	C
SHAL SILT LOAM, 0 TO 2 PERCENT SLOPES	B/D
SHAL SILT LOAM, 0 TO 2 PERCENT SLOPES	C/D
SHAL SILT LOAM, 0 TO 2 PERCENT SLOPES	C

- ### NOTES
- THE PURPOSE OF THIS PLAN IS FOR SPECIAL USE PERMIT REVIEW AND APPROVAL BY KANE COUNTY TO CONSTRUCT A SOLAR ENERGY SYSTEM.
 - THIS PLAN WAS PREPARED UTILIZING GIS RESOURCES AND INFORMATION FROM MULTIPLE SOURCES, INCLUDING KANE COUNTY GIS, GOOGLE EARTH, AND USGS TOPOGRAPHIC INFORMATION.
 - SUBJECT PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AS SHOWN ON THE FLOOD INSURANCE RATE MAP (COMMUNITY PANEL 170803000A) PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
 - THE LOCATIONS OF PROPOSED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO: FENCING, SOLAR ARRAY RACKING, INVERTER/TRANSFORMER PAD, OVERHEAD POLES AND LINES, ETC., SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MODIFICATION DUE TO SITE CONDITIONS, ADDITIONAL FORTY-NINE RESIDENTIAL EQUIPMENT SPECIFICATIONS, AND/OR OTHER CONSTRAINTS DURING FINAL ENGINEERING.
 - PROJECT AREA, INCLUDING CONSTRUCTION STAGING AREAS, WILL BE CLEARED AND GRUBBED AS NECESSARY, RETAINING PRE-DEVELOPMENT DRAINAGE PATTERNS TO THE BEST EXTENT POSSIBLE. CONSTRUCTION STAGING AND AREAS SUBJECT TO PUTTING
 - THE CONTRACTOR SHALL BE FULLY RESPONSIBLE TO PROVIDE SIGNS, BARRICADES, WARNING LIGHTS, GUARD RAILS, AND EMPLOY FLAGGERS AS NECESSARY WHEN CONSTRUCTION ENGINEERS EITHER VEHICULAR OR PEDESTRIAN TRAFFIC. THESE DEVICES SHALL REMAIN IN PLACE UNTIL THE TRAFFIC MAY PROCEED NORMALLY AGAIN.
 - THE SITE WILL HAVE NO OBSTRUCTIONS FOR OPEN SPACE, NATURAL AREA, HISTORIC BUILDINGS/STRUCTURES, OR STORMWATER MANAGEMENT FACILITIES.
 - THE SITE WILL NOT INCLUDE WATER SOURCE OR WASTE DISPOSAL APPROXIMATE LOCATION OF EXISTING WATER WELL LOCATIONS SHOWN FOR THE KANE COUNTY WATER WELL INTERACTIVE MAP ONLINE.
 - STORMWATER MANAGEMENT FACILITIES TO BE PROVIDED AS REQUIRED BY COUNTY AND/OR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMITTING REQUIREMENTS TO BE DETERMINED DURING FINAL ENGINEERING.
 - THE MAXIMUM HEIGHTS OF ANY SOLAR PANEL SHALL NOT EXCEED 20 FEET.
 - SOLAR PANELS WILL BE DESIGNED WITH ANTI-REFLECTIVE COATING TO MINIMIZE GLARE.

SITE DATA TABLE

PAR #	10-25-400-008
PROPERTY OWNER	VONDRA, MICHAEL P & DEAN KELLY
SITE ADDRESS	S LORANG RD, EUBANK, IL 60919
LEGAL DESCRIPTION	PT SE 1/4 SEC 26-30-8 AS BEING IN DOC 200423884
ZONING JURISDICTION	KANE COUNTY
ZONING	F - FARMLAND
CURRENT LAND USE	AGRICULTURE
PROPOSED USE	COMMERCIAL SOLAR ENERGY FACILITY
TOTAL PARCEL AREA	95.8 ± AC
PRELIMINARY PROJECT AREA	37.9 ± AC

Michael Vondra (TPE IL KN309, LLC)

Staff recommended stipulations :

Kane County Water Resource Department states the following Stipulation:

1. STIPULATION: Water Resources will require a stormwater permit for this development.
2. STIPULATION: An Engineer's report will be required. Should the site introduce more than 25,000 sq ft of impervious area or more than 3 acres of disturbance, stormwater detention will be required. This impervious area is calculated cumulatively since 2002 for a site as per the Stormwater Ordinance. The Engineer's report must demonstrate that the peak flow for the site with the proposed development is not increased, stormwater detention may be required for the development to ensure this. Any required Stormwater Detention Management will require a viable outfall and may require off-site work.\
3. STIPULATION: Should the site introduce more than 5,000 sq ft of impervious, a BMP will be required for all impervious surfaces.

Michael Vondra (TPE IL KN309, LLC)

Staff recommended stipulations :

Kane County Water Resource Department states the following Stipulation:

4. **STIPULATION:** A calculation for disconnected impervious area, created by the panels, will be required. A Best Management Practice will be required to encourage infiltration of runoff within the site.
5. **STIPULATION:** A drain tile study will be required, including upstream and downstream tile systems that rely on the drain tiles within the site. Water Resources is looking for the protection of the tile system that is in place, including but not limited to replacement in kind and observation and cleanout structures.
6. **STIPULATION:** Plantings within the development will not interfere with drain tiles. Planting plan should address the placement of vegetation and trees with long root systems that can interfere with tile systems and cause off site issues including surcharged drain tiles and blow outs of the drain tile systems.

Michael Vondra (TPE IL KN309, LLC)

Staff recommended stipulations :

Kane County Water Resource Department states the following Stipulation:

7. STIPULATION: Soil samples shall be taken from the site and analyzed for physical, chemical, and biological properties to demonstrate the soil health within the solar installations. Samples shall be taken prior to development and a sampling schedule will be developed to take place over the life of project at the time of permitting.
8. STIPULATION: 80% vegetative coverage for plantings will be a requirement for the site. For agriculture use of the site a cover crop will be required.

Michael Vondra (TPE IL KN309, LLC)

LESA SCORE:

The following information was taken from the Kane Dupage Land Use Opinion report dated February 26, 2024.

LESA is designed to determine the quality of land for agricultural uses and to assess a site for long term agricultural economic viability. The LESA is a 100-point maximum numerical value based on two parts – Land Evaluation (LE) and Site Assessment (SA). The LE is based upon the inherent ability of the soils of a parcel to produce commonly grown crops. The LE counts as 1/3 of the total score. The SA is a value based on the proximity of the parcel to agricultural areas. Parcels further from developed areas rank higher for protection. The SA counts for 2/3 of the LESA score.

Of this parcel, 16 percent or 14.7 acres are considered Farmland of Statewide Importance.

The LE value for this site is 28 and the SA value is 30 for a total LESA score of 58.

Based upon the LESA score and the Kane County Land Evaluation and Site Assessment, this tract warrants Low Protection effort from development.

Michael Vondra (TPE IL KN309, LLC)

Regional Planning Commission: N/A

Zoning Board of Appeals: Approval with the recommended stipulations

Development Committee: To be determined

May 14, 2024

**Kane County Zoning Board of Appeals
Findings of Fact**

Petition 4631

Petition Name: Michael Vondra (TPE IL KN309, LLC)

Special Use request in the F-Farming District for a solar facility

Purpose: This report is per Section 4.8 Special Uses from the Zoning Board of Appeals (ZBA) to the Kane County Board as a result of the public hearing on Tuesday, May 14, 2024.

Petitioner's Proposed Use: The petitioner is seeking Special Use request in the F-Farming District for a solar facility.

Findings of Fact by the Zoning Board of Appeals:

The Kane County Zoning Ordinance, as to special uses, states that uses as hereinafter enumerated, which may be proposed for classification as "special uses" shall be considered at a public hearing before the Zoning Board, and its report of findings or fact and recommendations shall be made to the County Board following the public hearing; provided that the County Zoning Board, in its report of findings or facts and recommendations to the County Board, shall not recommend a special use unless the Zoning Board shall find the application has met each of the six requirements specified in the Ordinance (Kane County Zoning Code sec. 4.8-2).

- A. That the establishment, maintenance or operation of the special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare;
- B. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
- C. That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
- D. That adequate utility, access roads, drainage and/or other necessary facilities have been or are being provided;
- E. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets and roads;
- F. That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the county board pursuant to the recommendations of the zoning board of appeals.

On May 14, 2024, the Zoning Board of Appeals reviewed the petition, reports, testimony and public comments received during the public hearing held on May 14, 2024.

After the conclusion of the public hearing, the motion to recommend the special use:

X Passed by a vote of 6 yes 0 no

Failed by a vote of yes no

The following are the findings of facts in support of the elements of the recommendation of the majority of the Zoning Board of Appeals.

- A. That the establishment, maintenance or operation of the special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare;

X Meets standard

Does not meet standard

Findings of fact in support of the above:

Most businesses in the area are industrial type.

The closest home is no less than 800'

There were no negative comments in the staff report or any audience opposition

The placement of the access road at the highest at Lorang Road; this would be a safety benefit

The glare study supports no safety issues

- B. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;

X Meets standard

Does not meet standard

Findings of fact in support of the above:

The hours of operation/Decibel level has been considered to be within County limits

No testimony presented regarding loss of property values or loss of enjoyment

Drain tile studies will support what will be necessary for a robust system

The placement of the facility will not be injurious to the neighborhood

C. That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;

Meets standard
 Does not meet standard

Findings of fact in support of the above:

All neighboring facilities are of industrial nature
There were no objections to the installation
This facility is consistent with the direction of the County 2040 plan

D. That adequate utility, access roads, drainage and/or other necessary facilities have been or are being provided;

Meets standard
 Does not meet standard

Findings of fact in support of the above:

The drain tile study will be performed
Access location is in the safest location
Stipulations from Storm Water Management review process will ensure all requirements will be met

E. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets and roads;

Meets standard
 Does not meet standard

Findings of fact in support of the above:

After construction there will be limited access and egress required at the site
These types of facilities do not generate traffic
The access point has been relocated to the safest point



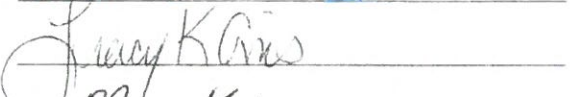

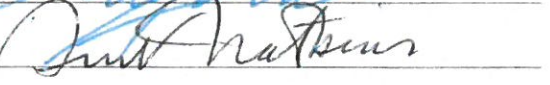


F. That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the county board pursuant to the recommendations of the zoning board of appeals.

Meets standard
 Does not meet standard

Findings of fact in support of the above:

No public comments for added stipulations
All county stipulations within the files will be in compliance
Kaneville (to the West) has had no negative comments regarding this site

We hereby certify that the above is an accurate representation of the recommendation and findings of fact of the majority of the Zoning Board of Appeals in respect to Petition 4631.

	<u>5/13/2024</u>
Date	5.13.2024
	
Date	05/14/2024
	
Date	05/14/2024
	
Date	14 May 2024
	
Date	5/14/24
	
Date	
	
Date	

STATE OF ILLINOIS
COUNTY OF KANE

PETITION NO. 4631
ORDINANCE AMENDING THE
ZONING ORDINANCE OF KANE COUNTY, ILLINOIS

BE IT ORDAINED by the County Board of Kane County, Illinois, as follows:

- 1) That a Special Use in the F-Farming District for a solar facility be granted on the following property:

THAT PART OF THE SOUTHEAST ¼ OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF SECTION 36, TOWNSHIP AND RANGE AFORESAID; THENCE SOUTHERLY 360.4 FEET ALONG THE EAST LINE OF SAID SECTION 36; THENCE WESTERLY AT AN ANGLE OF 90 DEGREES, 30 MINUTES, 0 SECONDS MEASURED COUNTER CLOCKWISE FROM THE LAST DESCRIBED COURSE, 2648.22 FEET TO THE WEST LINE OF THE NORTH EAST 1/4 OF SAID SECTION 36; THENCE NORTHERLY, ALONG SAID WEST LINE AT AN ANGLE OF 89 DEGREES, 27 MINUTES, 10 SECONDS MEASURED COUNTER CLOCKWISE FROM THE LAST DESCRIBED COURSE 318.57 FEET TO THE SOUTH WEST CORNER OF THE SOUTH EAST 1/4 OF SAID SECTION 25; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SOUTH EAST 1/4 AT AN ANGLE OF 179 DEGREES, 47 MINUTES, 29 SECONDS MEASURED COUNTER CLOCKWISE FROM THE LAST DESCRIBED COURSE 1143.43 FEET FOR A POINT OF BEGINNING; THENCE EASTERLY AT AN ANGLE OF 91 DEGREES, 42 MINUTES, 25 SECONDS MEASURED COUNTER CLOCKWISE FROM THE LAST DESCRIBED COURSE 2649.81 FEET TO A POINT ON THE EAST LINE OF SAID SOUTH EAST 1/4 THAT IS 1145.6 FEET NORTHERLY OF AS MEASURED ALONG SAID EAST LINE, THE SOUTH EAST CORNER OF SAID QUARTER THENCE NORTHERLY ALONG SAID EAST LINE AT AN ANGLE OF 91 DEGREES, 45 MINUTES, 41 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE 1503.4 FEET TO THE NORTH LINE OF SAID SOUTH EAST 1/4, THENCE WESTERLY ALONG SAID NORTH LINE AT AN ANGLE OF 87 DEGREES, 55 MINUTES, 29 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE 2651.71 FEET TO THE WEST LINE OF SAID SOUTH EAST 1/4; THENCE SOUTHERLY ALONG SAID WEST LINE AT AN ANGLE OF 92 DEGREES, 01 MINUTES, 15 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE 1488.82 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF KANEVILLE, KANE COUNTY, ILLINOIS. The property is located at 2S512 Lorang Road (10-25-400-006).

- 2) That the Special Use be granted with the following stipulations:

1. Water Resources will require a stormwater permit for this development.
2. An Engineer's report will be required. Should the site introduce more than 25,000 square feet of impervious area or more than 3 acres of disturbance, stormwater detention will be required. This impervious area is calculated cumulatively since 2002 for a site as per the Stormwater Ordinance. The Engineer's report must demonstrate that the peak flow for the site with the proposed development is not increased, stormwater detention may be required for the development to ensure this. Any required Stormwater Detention Management will require a viable outfall and may require off-site work.
3. Should the site introduce more than 5,000 square feet of impervious, a BMP will be required for all impervious surfaces.
4. A calculation for disconnected impervious area, created by the panels, will be required. A Best Management Practice will be required to encourage infiltration of runoff within the site.

5. A drain tile study will be required, including upstream and downstream tile systems that rely on the drain tiles within the site. Water Resources is looking for the protection of the tile system that is in place, including but not limited to replacement in kind and observation and cleanout structures.
6. Plantings within the development will not interfere with drain tiles. Planting plan should address the placement of vegetation and trees with long root systems that can interfere with tile systems and cause off site issues including surcharged drain tiles and blow outs of the drain tile systems.
7. Soil samples shall be taken from the site and analyzed for physical, chemical, and biological properties to demonstrate the soil health within the solar installations. Samples shall be taken prior to development and a sampling schedule will be developed to take place over the life of project at the time of permitting.
8. 80% vegetative coverage for plantings will be a requirement for the site. For agriculture use of the site a cover crop will be required.

- 3) That the zoning maps of Kane County, Illinois be amended accordingly.
- 4) This ordinance shall be in full force and effect from and after its passage and approved as provided by law.

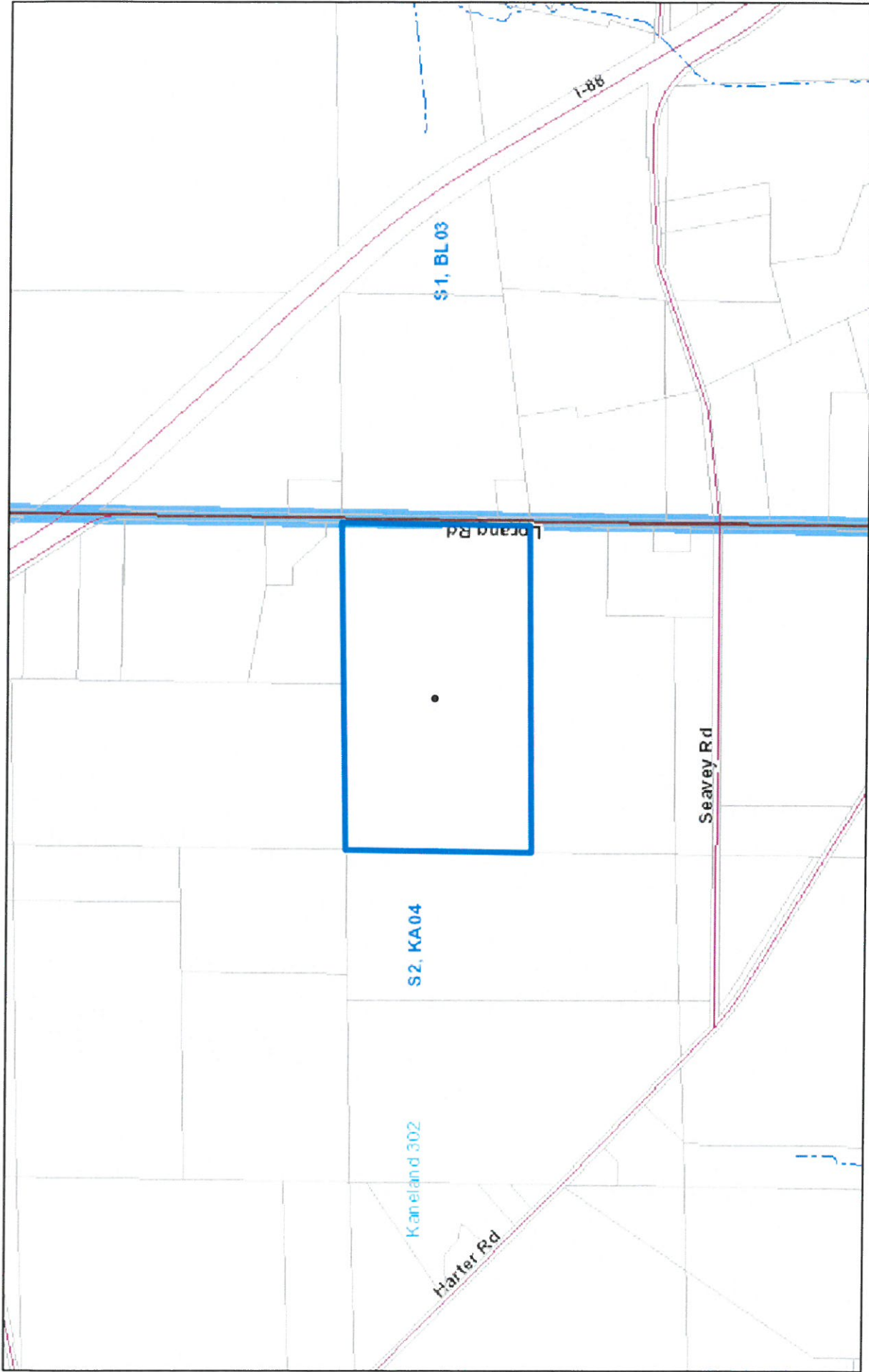
Passed by the Kane County Board on June 11, 2024

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

Corinne Pierog
Chairman, County Board
Kane County, Illinois

Vote:

Map Title



May 15, 2024

GIS-Technologies

These layers do not represent a survey. No Accuracy is assumed for the data delineated herein, either expressed or implied by Kane County or its employees. These layers are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.

GIS-Technologies
Kane County Illinois

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

RESOLUTION NO. 24-217

AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS TO FUND BUILDING TOWARD THE FUTURE PROJECT FOR PUBLIC ACTION TO DELIVER SHELTER (PADS) OF ELGIN

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, Public Action to Deliver Shelter (PADS) of Elgin (“PADS of Elgin”) has made a request in the amount of \$500,000 (Five Hundred Thousand Dollars) of SLFRF to fund the efforts of the PADS of Elgin’s Building Towards the Future project for the purpose of responding to the COVID-19 public emergency and its negative economic impacts; and

WHEREAS, PADS of Elgin is a homeless shelter focused on helping that experiencing homelessness get back on their feet to live productive lives, and this project is focused on allowing this 501C (3) non-profit organization to scale up its capacity to meet the ever-growing needs in Kane County; and

WHEREAS, during the COVID-19 pandemic, there were many challenges with a lack of affordable housing stock in Kane County, and in recent years, there also have been a rapid increase in the price of rentals. Typical fundraising events we’d hold had to come to a complete stop. Operational costs skyrocketed (Hotels, cleaning products, Training). Number of guests we could support in the facility at any given moment (cut down because of space guidelines) and having to also utilize hotel stays as well. Lost the ability to utilize as many volunteers as we once relied upon for providing meals, serving meals, and work around the shelter so our staff costs increased; and

WHEREAS, PADS of Elgin will continue to serve as a steppingstone to assist in housing and working with those unfortunates enough to be experiencing homelessness, and this project will have a wide range of positive effects on the county such as keeping people off the streets; and

WHEREAS, the goal at PADS of Elgin is to help clients find permanent and affordable housing. PADS of Elgin meets clients where they are, and through compassionate case management, provide the necessary resources to get them back on their feet. PADS of Elgin understands the circumstances surrounding homelessness can be compacted, and has Case Managers that can assist with the following: rehabilitation services, job searches, accessing government benefits, education, finding and securing permanent housing and much more; 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 PADS of Elgin's request for SLFRF for \$500,000 (Five Hundred Thousand Dollars) for the purpose of responding to the COVID-19 public emergency and its negative economic impacts by funding rent and utilities costs, 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 in the amount of \$500,000 (Five Hundred Thousand Dollars) to fund the Building Toward the Future project for PADS of Elgin, 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 use of State and Local Fiscal Recovery Funds, in the amount of \$500,000 (Five Hundred Thousand Dollars), to be used by Public Action to Deliver Shelter (PADS) of Elgin for its Building to the Future Project, 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 and directed to execute an agreement (Exhibit B) with Public Action to Deliver Shelter (PADS) of Elgin, to allow for eligible uses of State and Local Fiscal Recovery Funds in the amount of \$500,000 (Five Hundred Thousand Dollars), and in the form attached as an Exhibit A to this Resolution.

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

355.800.668234.55010	External Grants	\$500,000
355.800.668.85000	Allowance for Budget Expense	(\$500,000)

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

Passed by the Kane County Board on June 11, 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 To Fund Building Toward the Future Project For Public Action To Deliver Shelter (PADS) of Elgin

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: \$500,000.00
If not budgeted, explain funding source: SLFRF	

Summary:

The American Rescue Plan Committee recommends that the Kane County Board authorize and direct the Kane County Board Chairman to execute an agreement with Public Action to Deliver Shelter (PADS) of Elgin to allow for eligible uses of State and Local Fiscal Recovery Funds in the amount of \$500,000 (Five Hundred Thousand Dollars), and in the form attached as an Exhibit A to this Resolution.

A	Proposed Program Name
Building Toward the Future	

B	Proposed Program Summary
<p>PADS of Elgin is a homeless shelter focused on helping those experiencing homelessness get back on their feet to live productive lives. Our project is focused on allowing us to set the groundwork to scale up our capacity to meet the ever-growing needs of our service area.</p> <p>In Kane County, there have been a number of challenges over the last few years with a lack of affordable housing stock and rapid increase in the price of rentals. PADS of Elgin will continue to serve as a steppingstone to assist in housing and working with those unfortunate enough to be experiencing homelessness. This has a wide range of positive effects on the county such as keeping people off the streets.</p> <p>Our goal at PADS of Elgin is to help our clients find permanent and affordable housing. We meet our clients where they are, and through compassionate case management, provide the necessary resources to get them back on their feet. We understand the circumstances surrounding homelessness can be compacted. We have Case Managers that can assist with the following: rehabilitation services, job searches, accessing government benefits, education, finding and securing permanent housing and much more.</p> <p>Total estimated cost of this project is \$500,000.00</p>	

C	Proposed Program Risk Considerations and Requirements Summary
<p>Given the nature of the organization, this project may be an allowable use of funds if the county is able to obtain more detailed information on what the nonprofit intends to request funding for.</p> <p>Questions:</p> <p>1) What will the funds be spent on?</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	Responding to the public health and negative economic impacts of the pandemic
D.2	Select SLFRF Expenditure Category	EC2
D.3	SLFRF Expenditure Category Description	2: Negative Economic Impacts
D.4	Select SLFRF Expenditure Subcategory	2.34 Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)^
D.5	Additional SLFRF Expenditure Categories for consideration	2.16 Long-term Housing Security: Services for Unhoused Persons*^
D.6	Comments regarding additional SLFRF Expenditure Categories	N/A
D.7	Are the beneficiaries Populations Presumed Eligible?	Yes
D.8	Which Populations Presumed Eligible does the proposed program intend to serve?	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?	Yes
D.13	What is the estimated number of subrecipients/beneficiaries?	1
D.14	Will the County be using a partner/subrecipient to administer the program?	Not Applicable
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	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
----------	--

Given the nature of the organization, this project may be an allowable use of funds if the county is able to obtain more detailed information on what the nonprofit intends to request funding for.

2.34 Aid to Impacted Nonprofits

- "The interim final rule provided for, and the final rule maintains, the ability for recipients to provide direct assistance to nonprofits that experienced public health or negative economic impacts of the pandemic. Specifically, recipients may provide direct assistance to nonprofits if the nonprofit has experienced a public health or negative economic impact as a result of the pandemic. For example, if a nonprofit organization experienced impacts like decreased revenues or increased costs (e.g., through reduced contributions or uncompensated increases in service need), and a recipient provides funds to address that impact, then it is providing direct assistance to the nonprofit as a beneficiary under Subsection (c)(1) of Sections 602 and 603. Direct assistance may take the form of loans, grants, in kind assistance, technical assistance, or other services that respond to the negative economic impacts of the COVID-19 public health emergency. " (2022 Final Rule pg. 4380)

2.16 Long-term Housing Security: Services for Unhoused Persons

- "Under the interim final rule, recipients may use SLFRF funds to provide a set of housing services to communities that have been disproportionately impacted by the pandemic. Specifically, the interim final rule provided that programs or services that address housing insecurity, lack of affordable housing, or homelessness, were responsive to the negative economic impacts of the pandemic when provided to disproportionately impacted households and communities. The enumerated uses included supportive housing or other programs or services to improve access to stable, affordable housing among individuals who are homeless and development of affordable housing to increase supply of affordable and high-quality living units." (2022 Final Rule pg. 4365)

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	<p>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).</p> <p>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</p>

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	<p>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.</p>
G.2	2. Explanation of why a capital expenditure is appropriate n/a
G.2a	<p>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.</p>

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 18 is populated with "Yes".**

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

Our goal at PADS of Elgin is to help our clients find permanent and affordable housing. We meet our clients where they are, and through compassionate case management, provide the necessary resources to get them back on their feet. We understand the circumstances surrounding homelessness can be complex. We have Case Managers that can assist with the following: rehabilitation services, job searches, accessing government benefits, education, finding and securing permanent housing and much more.

Unique Identifier: 46142672

GRANT AGREEMENT BETWEEN THE COUNTY OF KANE AND PUBLIC ACTION TO DELIVER SHELTER (PADS) OF ELGIN, INC.

THIS AGREEMENT, is entered into and made effective the date of its final execution (“Effective Date”) by and between the County of Kane (“County”), and PUBLIC ACTION TO DELIVER SHELTER (PADS) OF ELGIN, INC. (“PADS OF ELGIN”), and governs disbursement of the Department of Treasury Coronavirus State and Local Fiscal Recovery Funds by the County to PADS OF ELGIN. The County and PADS OF ELGIN 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; (4) to make necessary investments in water, sewer, or broadband infrastructure; or (5) to provide emergency relief from natural disasters or the negative economic impacts of natural disasters, including temporary emergency housing, food assistance, financial assistance for lost wages, or other immediate needs; 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 PADS OF ELGIN 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 PADS OF ELGIN 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 PADS OF ELGIN 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), guidance issued by the Treasury Department, and all other applicable Federal laws and regulations.
- B. Hold Harmless:** PADS OF ELGIN shall hold harmless, release, and defend the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the PADS OF ELGIN's performance or nonperformance of the services or subject matter called for in this Agreement. PADS OF ELGIN 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:** PADS OF ELGIN 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 PADS OF ELGIN 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 PADS OF ELGIN that such expenses which PADS OF ELGIN 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, PADS OF ELGIN 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. PADS OF ELGIN 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 PADS OF ELGIN, including interest, attorney's fees, or any penalty provided by law. PADS OF ELGIN shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which PADS OF ELGIN is obligated to indemnify, defend and hold harmless the County under this Agreement. PADS OF ELGIN 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 PADS OF ELGIN's use of the grant payments by the Federal government. If the County determines that PADS OF ELGIN has used the grant payments inconsistent with the objectives of PADS OF ELGIN's project, inconsistent with the provisions of ARPA and the Final Rule, or inappropriately, or if PADS OF ELGIN has not spent the total amount of grant funds by the end of the period of performance, PADS OF ELGIN shall repay the amount identified by the County to: County of Kane.

- D. Misrepresentations & Noncompliance:** PADS OF ELGIN hereby asserts, certifies and reaffirms that all representations and other information contained in PADS OF ELGIN's documentation, any subsequent requests for reimbursement, or any agreed-upon budget modifications are true, correct and complete, and to the best of PADS OF ELGIN's knowledge. PADS OF ELGIN acknowledges that all such representations and information have been relied on by the County to provide the grant funds under this Agreement. PADS OF ELGIN shall promptly notify the County, in writing, of the occurrence of any event or any material change in circumstances which would make any of PADS OF ELGIN representation(s) or information untrue or incorrect or otherwise impair PADS OF ELGIN's ability to fulfill PADS OF ELGIN's obligations under this Agreement.
- E. Workers' Compensation:** PADS OF ELGIN shall provide Workers' Compensation Insurance coverage commensurate with statutory requirements for all of its employees involved in the performance of this Agreement.
- F. Insurance:** PADS OF ELGIN shall carry sufficient insurance coverage to protect any grant funds provided to PADS OF ELGIN under this Agreement from loss due to theft, fraud and/or undue physical damage. PADS OF ELGIN's insurance coverage shall be adequate to satisfy the indemnification provisions set forth in this Agreement. Upon County request, PADS OF ELGIN shall provide a Certificate of Insurance satisfactory to the requirement of the County. If PADS OF ELGIN is self-insured, then PADS OF ELGIN 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. PADS OF ELGIN 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 PADS OF ELGIN 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 PADS OF ELGIN to fulfill in a timely and proper manner its obligations under this Agreement;
- Ineffective or improper use of grant funds provided to PADS OF ELGIN under this Agreement; or
- Submission by PADS OF ELGIN 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: PADS OF ELGIN 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 PADS OF ELGIN 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:** Where applicable, PADS OF ELGIN 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 the date of final execution and shall expire on September 30, 2026, unless terminated pursuant to this Agreement. Any grant funds that are not expended by PADS OF ELGIN 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 PADS OF ELGIN with payment or reimbursements for expenses beyond the Budget Period. PADS OF ELGIN may submit a request for extension in writing to the County, which must be approved by the Kane County Board prior to the end of the period of performance.
- N. Eligible Expenses:** PADS OF ELGIN shall spend funds on allowable costs, as described below. PADS OF ELGIN shall spend funds in accordance ARPA, the Final Rule, and current and future guidance issued by the Treasury Department for the use of SLFRF, and where applicable, with 2 CFR Part 200. For the purposes of this agreement, PADS OF ELGIN is authorized to spend the grant funds only for the purposes set forth in **Exhibit A**, which is incorporated herein by reference. **Exhibit A** contains a description of the components of PADS OF ELGIN's program and the eligible uses of grant funds. PADS OF ELGIN agrees that the sole and exclusive decision as to whether or not PADS OF ELGIN's use of the grant funds is approved lies within the discretion of the County. PADS OF ELGIN 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 PADS OF ELGIN'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 PADS OF ELGIN from any other source. The County shall not be obligated to provide any grant funds in excess of the Award Amount under this Agreement. Where applicable, PADS OF ELGIN will submit financial reports to support the payment schedule per the terms in **Exhibit A**. PADS OF ELGIN 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:** PADS OF ELGIN shall maintain all financial records and supporting documents, and all other records relevant to this Agreement for five (5) years after all SLFRF have been expended or returned to the Treasury Department by the County. PADS OF ELGIN 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.
- Q. Internal Controls:** PADS OF ELGIN 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, PADS OF ELGIN will provide reasonable assurance that PADS OF ELGIN is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the County's SLFRF award.
- R. Specific Conditions:** Where applicable, PADS OF ELGIN 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:** Where circumstances require the County to conduct monitoring consistent with 2 CFR Part 200, PADS OF ELGIN shall participate in monitoring activities at the request of the County, which may include but are not limited to, timely submitting all financial and performance reports, and supplying, upon the County's request, documents and information relevant to this Agreement. Where applicable, PADS OF ELGIN must monitor its activities to assure compliance with applicable State and Federal requirements and the terms and conditions of the County's SLFRF award, and to assure its performance expectations are being achieved. The County may take any action described in 2 CFR 200.339 in order to remedy instances of non-compliance by PADS OF ELGIN with the Agreement terms.
- T. Reporting Procedures:** Per Exhibit A, PADS OF ELGIN agrees to submit the forms, certifications, and documentation as may be required by the County which document any expense for which PADS OF ELGIN has used the grant funds under this Agreement. The County may request ad-hoc reports and supporting documentation in addition to a reimbursement requests. The County may also request that PADS OF ELGIN 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 recoument of awarded funds from PADS OF ELGIN.

- U. **FOIA:** PADS OF ELGIN 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)). PADS OF ELGIN 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. PADS OF ELGIN 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

PADS OF ELGIN:

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 PADS OF ELGIN 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

PADS OF ELGIN certifies the funds awarded pursuant to this Agreement shall be used only for the purposes described in **Exhibit A**. PADS OF ELGIN 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. PADS OF ELGIN 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. PADS OF ELGIN 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: [insert]

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: Effective Date through September 30,

2026 Budget Period: The timeframe for spending is from March 3, 2021, through

August 31, 2026 Award Amount: Total obligation under this Agreement is \$500,000

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 PADS OF ELGIN. This Agreement is subject to availability of funds under ARPA. The County has no legal requirement to provide funding to PADS OF ELGIN.

VII. SIGNATURE AUTHORITY

The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of PADS OF ELGIN. 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 PADS OF ELGIN 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.

PADS OF ELGIN:

Signed:
Its Duly Authorized Agent
Printed Name:
Title:
Date:

County of Kane
Signed:
Its Duly Authorized Agent
Printed Name:
Title:
Date:

DRAFT

Exhibit A: Program Terms

1. **Program Description:** PADS OF ELGIN is a homeless shelter in Kane County that focuses on helping those experiencing homelessness get back on their feet to live productive lives. In Kane County, there has been a number of challenges over the years with a lack of affordable housing stock and rapid increase in the price of rentals. The goal at PADS OF ELGIN is to help its clients find permanent and affordable housing by meeting its clients where they are, and through case management. PADS OF ELGIN provides resources to support clients, as case managers assist with the following: rehabilitation services, job searches, accessing government benefits, education, finding and securing permanent housing.
2. **Purpose of Award:** To provide financial assistance to PADS OF ELGIN, a nonprofit organization in Kane County that experienced negative economic impacts due to the COVID-19 pandemic. Under regulations adopted by the Treasury Department, State and Local Fiscal Recovery Funds may be used to provide assistance to nonprofit organizations including programs, services, or capital expenditures, including loans or grants to mitigate financial hardship such as declines in revenues or increased costs, or technical assistance. PADS OF ELGIN had indicated that it experienced financial hardship and negative impacts from the COVID-19 public health emergency in the following ways: (a) declines in revenue because of a lack of typical fundraising events; (b) increased operational costs; and (c) impacted ability to rely upon volunteers for service, increasing staffing costs.
3. **Eligible Costs:** PADS OF ELGIN shall only spend the grant funds to respond to the COVID-19 public health emergency and its negative economic impacts. Consistent with that eligible use, PADS OF ELGIN is authorized to use \$500,000 (Five Hundred Thousand Dollars) of the County's State and Local Fiscal Recovery Funds for the following eligible expense types incurred from March 3, 2021, until August 31, 2026, in the following categories:
 - a. Rent payments at locations where PADS OF ELGIN is serving Kane County clients.
 - b. Utility payments at locations where PADS OF ELGIN is serving Kane County Clients. Eligible costs under this category include electric, water, sewer, gas, telephone, waste, internet, cable.
 - c. Operational expenses, including payroll for administrative staff and shelter care coordinators, and maintenance (repairs and upkeep) at locations where PADS OF ELGIN is serving Kane County clients.
 - d. Costs associated with mitigating declines in revenue that PADS OF ELGIN experienced because of the COVID-19 public health emergency.

The County maintains sole and exclusive decision over whether costs submitted by PADS OF ELGIN are eligible for reimbursement or payment under this Agreement.

4. **Performance Measures:** Not applicable.
5. **Required Reporting:**
 - a. Programmatic reports: If requested by the County, PADS OF ELGIN will submit programmatic reports to facilitate any requirements under 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 any supporting documentation related to this Agreement and the PADS OF ELGIN's implementation of the Program or use of the grant funds.

- b. Financial reports: If requested by the County, PADS OF ELGIN will submit financial reports to facilitate any requirements under 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 any supporting documentation related to this Agreement and PADS OF ELGIN's implementation of the Program or use of the grant funds. Financial reports shall describe the expenditures related to this Agreement. PADS OF ELGIN'S accounting and financial management system shall be sufficient to permit the preparation of financial reports required in connection with this Agreement and the tracing of funds to a level of expenditure adequate to establish that such funds have been used pursuant to the terms of this agreement.
- c. Closeout reports: PADS OF ELGIN shall describe the status of the implementation of the Program and all activities related to the use of the grant funds. The closeout report shall further include an accounting of all costs and expenses incurred by PADS OF ELGIN and such other information as the County deems necessary to facilitate closeout of this Agreement and permit the County to meet all of its obligations and requirements under the same.

6. Payment: In accordance with the terms of this agreement, PADS OF ELGIN will submit invoices for expenditures of eligible costs for the County to make direct payments, or provide reimbursement where appropriate. Invoices must be presented to the County each month on a day to be determined by the County. PADS OF ELGIN will submit with each invoice, any forms or other documentation indicating the expenditures that are for eligible costs identified in this Exhibit A.

Exhibit B: Specific Conditions

- 1. Per 2 C.F.R. 200.208, PADS OF ELGIN shall comply with the following Specific Conditions under this Agreement:
Not Applicable.

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. 24-218

AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS TO FUND THE COMMUNITY MENTAL HEALTH FUNDING BRIDGE PROJECT FOR ELGIN TOWNSHIP AND THE ELGIN TOWNSHIP COMMUNITY MENTAL HEALTH BOARD

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, Elgin Township and the Elgin Township Community Mental Health Board have made a request in the amount of \$500,000 (Five Hundred Thousand Dollars) of SLFRF to fund the Community Mental Health Funding Bridge project for the purpose of responding to the COVID-19 public emergency; and

WHEREAS, the Community Mental Health Funding Bridge project will address the overwhelming community needs and help community partners chip away at the long waiting lists of Elgin Township residents who are seeking services for mental health, substance use, and developmental disabilities; and

WHEREAS, the Community Mental Health Funding Bridge project will primarily include increased professional services and programming, as local service agencies have raised the long waiting lists for services, and increased Township funding will help allow for the expanded provision of direct and indirect services so that as close to “all” (as possible) residents of Elgin Township who are in need of mental health care will be able to receive some level of service and not be excluded because of any inability to pay; 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 Elgin Township's request for SLFRF for the Community Mental Health Funding Bridge project for the purpose of responding to the COVID-19 public emergency and providing government 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 \$500,000 (Five Hundred Thousand Dollars) to fund the Community Mental Health Funding Bridge project for Elgin Township and the Elgin Township Community Mental Health Board, 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, the Kane County Board hereby authorizes the use of State and Local Fiscal Recovery Funds in the amount of \$500,000 (Five Hundred Thousand Dollars) to fund the Community Mental Health Funding Bridge project for Elgin Township and the Elgin Township Community Mental Health Board, 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 and directed to execute an intergovernmental agreement, in the form attached as an Exhibit to this Resolution, to allow for the funding of eligible uses of the County's State and Local Fiscal Recovery Funds by Elgin Township and the Elgin Township Community Mental Health Board for the Community Mental Health Funding Bridge project, in the amount of \$500,000 (Five Hundred Thousand Dollars).

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

355.800.668234.55010	External Grants	\$500,000
355.800.668.85000	Allowance for Budget Expense	(\$500,000)

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

Passed by the Kane County Board on June 11, 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 to fund the Community Mental Health Funding Bridge Project for Elgin Townshuip and the Elgin Township Community Mental Health Board

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: \$500,000.00
If not budgeted, explain funding source: SLFRF	

Summary:

The American Rescue Plan Committee recommends that the Kane County Board to authorize and direct the Kane County Board Chairman to execute an intergovernmental agreement, in the form attached as Exhibit B to this Resolution, to allow for the funding of eligible uses of the County's State and Local Fiscal Recovery Funds by Elgin Township Community Mental Health Board for the Community Mental Health Funding Bridge project, in the amount of \$500,000 (Five Hundred Thousand Dollars).

A Proposed Program Name
Community Mental Health Funding Bridge

B Proposed Program Summary

The purpose of the project is to create temporary bridge funding for community mental health needs. After many hurdles and obstacles that were outside of our control, the Elgin Township 708 Community Mental Health Board (CMHB) completed its statutorily required needs assessment, then the Elgin Township Board levied \$1.4 million for the CMHB Fund; however, since \$40,000 was levied the previous year for the 708 CMHB to perform any initial statutorily required duties before the needs were determined by the assessment, we are now being told that the next Community Mental Health Board levy could be limited by the Kane County Clerk's office. If this is the case, that total of \$42,000 will not be enough to make any meaningful impact. Our local mental health agencies desperately need adequate funding to more completely meet Elgin Township's residents' needs. The Illinois Community Mental Health Act states that levies "are not subject to limitations." Our legislators are currently working on correcting this conflict; however, even though we started working with them on this late last fall, it may not be completed in time to affect funding for this year. Next year, we should be okay. We need to receive the requested funding in 2024 to bridge the gap to next year's funding. The end result - of whatever amount can be awarded - will be Elgin Township's 104,000+ residents' mental health needs for services and programming being better met, and, therefore, an enhancement of the quality life in our area.

Via referendum, voting taxpayers overwhelmingly stated that there is a need for additional Elgin Township property tax-generated funding to provide expanded necessary services for mental health, substance use, and developmental disabilities. As there are societal and financial costs when the needs for these services are unmet, Kane County's Elgin Township, as well as surrounding communities, benefit as a whole when such critical needs in Elgin Township are better addressed, and individual suffering is much more likely to diminish.

The "bridge" funds will address the overwhelming community needs and help our community partners chip away at the long waiting lists of Elgin Township residents who are seeking services for mental health, substance use, and developmental disabilities. This will primarily include increased professional services and programming to help them.

We often hear from our local service agencies about the long waiting lists for services. Increased Township funding will help allow for the expanded provision of direct and indirect services so that as close to "all" (as possible) residents of Elgin Township who are in need of mental health care will be able to receive some level of service and not be excluded because of any inability to pay.

Total estimated cost of this project is \$500,000.00

Questions:

1) Is this funding to support government services, or to give money to community organizations in Elgin?
A small amount of the received funding will go towards administrative costs and the remaining funds will be used to give money to community organizations.

2) What exactly would the grant cover?
The Elgin Township Community Mental Health Board proposes using less than 6% toward administrative costs. The remaining 94% would be funneled into the community. Preventive indirect services like providing Mental Health First Aid classes, CEUs to providers, or other community wide trainings are included in the budget, totaling at \$6,200. The remaining \$468,000 would be used to contract for Elgin Township resident services in the areas of mental health, developmental disability, and substance use for low-income, under insured, or uninsured people.

C Proposed Program Risk Considerations and Requirements Summary

A grant for nonprofit organizations administered by the Elgin Mental Health Board could be eligible under 2.34 Aid to Impacted Nonprofits. The County would need to establish that the organizations receiving funding were negatively impacted by the pandemic. The County should also consider specifying what types of activities can be covered by the grant.

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	EC2
D.3	SLFRF Expenditure Category Description	2: Negative Economic Impacts
D.4	Select SLFRF Expenditure Subcategory	2.34 Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)^
D.5	Additional SLFRF Expenditure Categories for consideration	7.2 Transfers to Other Units of Government

D.6	Comments regarding additional SLFRF Expenditure Categories	Funds can be used to support government services
D.7	Are the beneficiaries Populations Presumed Eligible?	Yes
D.8	Which Populations Presumed Eligible does the proposed program intend to serve?	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?	Yes
D.13	What is the estimated number of subrecipients/beneficiaries?	7
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	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	Not Applicable
D.24	Does the application indicate the program is designed to address equitable outcomes?	Yes

E	<p>ARPA SLFRF Eligible Cost Category Designation - Items 1 through 6</p> <p>A grant for nonprofit organizations administered by the Elgin Mental Health Board could be eligible under 2.34 Aid to Impacted Nonprofits. The County would need to establish that the organizations receiving funding were negatively impacted by the pandemic. The County should also consider specifying what types of activities can be covered by the grant.</p> <p>2.34 Assistance to Impacted Nonprofit Organizations:</p> <ul style="list-style-type: none"> • "The interim final rule provided for, and the final rule maintains, the ability for recipients to provide direct assistance to nonprofits that experienced public health or negative economic impacts of the pandemic. Specifically, recipients may provide direct assistance to nonprofits if the nonprofit has experienced a public health or negative economic impact as a result of the pandemic. For example, if a nonprofit organization experienced impacts like decreased revenues or increased costs (e.g., through reduced contributions or uncompensated increases in service need), and a recipient provides funds to address that impact, then it is providing direct assistance to the nonprofit as a beneficiary under Subsection (c)(1) of Sections 602 and 603. Direct assistance may take the form of loans, grants, inkind assistance, technical assistance, or other services that respond to the negative economic impacts of the COVID-19 public health emergency. A recipient may identify a negative economic impact experienced by a nonprofit, or class of nonprofits, and design and implement a response to that negative economic impact, see section Standards: Designating a Negative Economic Impact. The final rule provides a non-exhaustive list of enumerated eligible uses for assistance to nonprofits that are impacted or disproportionately impacted by the pandemic." (2022 Final Rule pg. 4380) <p>7.2 Transfers to Other Units of Government:</p> <ul style="list-style-type: none"> • " The final rule clarifies that, in addition to the entities enumerated in sections 602(c)(3) and 603(c)(3), recipients may transfer SLFRF funds to any entity to carry out as a subrecipient an eligible use of funds by the transferor, as long as they comply with the Award Terms and Conditions and other applicable requirements, including the Uniform Guidance at 2 CFR 200.331-200.333. Eligible subrecipients include, but are not limited to, other units of government (including Tribal governments), nonprofits and other civil society organizations, and private entities." (2022 Final Rule pg. 4434)
----------	---

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**
 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 24 is populated with "Yes".**

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

We often hear from our local service agencies about the long waiting lists for services. Increased Township funding will help allow for the expanded provision of direct and indirect services so that as close to "all" (as possible) residents of Elgin Township who are in need of mental health care will be able to receive some level of service and not be excluded because of any inability to pay.

[DATE]

Unique Identifier: 45916437

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF KANE AND ELGIN TOWNSHIP

THIS INTERGOVERNMENTAL AGREEMENT, is entered into and made effective the date of its final execution (“Effective Date”) by and between the County of Kane (“County”), a unit of local government organized and existing under the laws of the State of Illinois, and Elgin Township (“Township”), a unit of local government organized and existing under the laws of the State of Illinois, and governs disbursement of the Department of Treasury Coronavirus State and Local Fiscal Recovery Funds by the County to the Township. The County and Township shall sometimes be referred to collectively as the “Parties.”

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) permits and encourages units of local government to cooperate with and support each other in the exercise of their authority and the performance of their responsibilities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act authorizes units of local government to combine, transfer, or jointly exercise any power, privilege, function, or authority which either of them may exercise, and to enter into agreements for the performance of governmental services, activities, or undertakings; and

WHEREAS, Parties are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970; and

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; (4) to make necessary investments in water, sewer, or broadband infrastructure; or to provide emergency relief from natural disasters or the negative economic impacts of natural disasters, including temporary emergency housing, food assistance, financial assistance for lost wages, or other immediate needs; 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 transfer a portion of the County's SLFRF award from the County to the Township to benefit the citizens of Kane County.

NOW, THEREFORE, the Parties mutually agree as follows:

I. TERMS & CONDITIONS

The purpose of this Intergovernmental Agreement is to establish a legal relationship between the County and the Township 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 Township as grant payments.

A. Compliance with Applicable Requirements: This Intergovernmental 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. Based on Treasury Department guidance, as a subrecipient of County's SLFRF, Township is subject to 2 CFR Part 200, Subpart F, regarding audit requirements.

B. Hold Harmless: Township shall hold harmless, release, and defend the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Township's performance or nonperformance of the services or subject matter called for in this Agreement. The Township 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: Township 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 Township 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 Township that such expenses which the Township 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 Township 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 Township 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 Township, including interest, attorney's fees, or any penalty provided by law. The Township shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Township is obligated to indemnify, defend and hold harmless the County under this Agreement. The Township 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 Township's use of the grant payments by the Federal government. If the County determines that the Township has used the grant payments inconsistent with the objectives of the Township's project, inconsistent with the provisions of ARPA and the Final Rule, or inappropriately, or if the Township has not spent the total amount of grant funds by the end of the period of performance, the Township shall repay the amount identified by the County to: County of Kane.

D. Misrepresentations & Noncompliance: The Township hereby asserts, certifies and reaffirms that all representations and other information contained in the Township's documentation, any subsequent requests for reimbursement, or any agreed-upon budget modifications are true, correct and complete, and to the best of the Township's knowledge. The Township acknowledges that all such representations and information have been relied on by the County to provide the grant funds under this Agreement. The Township 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 Township representation(s) or information untrue or incorrect or otherwise impair the Township's ability to fulfill the Township's obligations under this Agreement.

E. Workers' Compensation: The Township 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 Township shall carry sufficient insurance coverage to protect any grant funds provided to the Township under this Agreement from loss due to theft, fraud and/or undue physical damage. The Township's insurance coverage shall be adequate to satisfy the indemnification provisions set forth in this Agreement. Upon County request, the Township shall provide a Certificate of Insurance satisfactory to the requirement of the County. If the Township is self-insured, then the Township 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 Township 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 Township 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 Township to fulfill in a timely and proper manner its obligations under this Agreement;
- Ineffective or improper use of grant funds provided to the Township under this Agreement; or
- Submission by the Township 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 Township 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 Township 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 Township 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 the date of final execution and shall expire on August 30, 2026, unless terminated pursuant to this Agreement. Any grant funds that are not expended by the Township 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 any of the County's SLFRF as payment or reimbursement for any invoices made or submitted beyond the Budget Period. The Township may submit a request for extension in writing to the County, which must be approved by the Kane County Board prior to the end of the period of performance.

N. Eligible Expenses: Township shall spend funds on allowable costs, as described below. Township shall spend funds in accordance with 2 CFR Part 200, ARPA, the Final Rule, and current and future rules and guidance issued by the Treasury Department for the use of SLFRF. For the purposes of this agreement, Township is

authorized to spend the grant funds only for the purposes set forth in **Exhibit A**, which is incorporated herein by reference. **Exhibit A** contains a description of the components of Township's program and the eligible uses of grant funds. Township agrees that the sole and exclusive decision as to whether or not Township's use of the grant funds is approved lies within the discretion of County. Township acknowledges and agrees that 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. County's approval of this agreement does not guarantee that Township's use of the grant funds will ultimately be approved by 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 of Kane.

- O. Payments:** The sole source of grant payments under this Agreement shall be from County's SLFRF. County shall not be obligated to fund the Township from any other source. County shall not be obligated to provide any grant funds in excess of the Award Amount under this Agreement. Township will submit financial reports to support the payment schedule per the terms in **Exhibit A**. Township 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:** Township 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 County. Township agrees to cooperate with County and will ensure that it maintains such records to allow 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. Township is responsible for ensuring all contractors and vendors, if applicable, adhere to these records' retention requirements.
- Q. Internal Controls:** Township must comply with 2 CFR 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement. When requested by County, Township must provide reasonable assurance that the Township is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the County's SLFRF award.
- R. Specific Conditions:** Township 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:** County has the right to conduct monitoring consistent with 2 CFR Part 200, including but not limited to 2 CFR 200.332. Where circumstances require County to conduct monitoring consistent with 2 CFR Part 200, Township shall participate in

monitoring activities at the request of the County, which may include but are not limited to, timely submitting all financial and performance reports, and supplying, upon the County's request, documents and information relevant to this Agreement. Where applicable, Township must monitor its activities to assure compliance with applicable State and Federal requirements and the terms and conditions of the County's SLFRF award, and to assure its performance expectations are being achieved. The County may take any action described in 2 CFR 200.339 in order to remedy instances of non-compliance by Township with the Agreement terms.

- T. Reporting Procedures:** Per Exhibit A, Township agrees to submit the forms, certifications, and documentation as may be required by the County which document any expense for which Township has used or will use the grant funds under this Agreement. County may request ad-hoc reports and supporting documentation in addition to a reimbursement requests. County may also request that Township 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 Township.
- U. FOIA:** Township acknowledges that County is a public body and agrees to participate with the County in responding to any requests for information that County receives related to the SLFRF funds pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Township 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 Township 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

Township: [Enter Township Contact Information]

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

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

IV. CERTIFICATION

Township certifies the funds awarded pursuant to this Agreement shall be used only for the purposes described in **Exhibit A**. Township 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. Township 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. Township 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: [insert]

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: Effective Date, through August 30, 2026

Budget Period: The timeframe for spending is from [DATE], through [DATE].

Award Amount: Total obligation under this Agreement is \$500,000

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 Township. This Agreement is subject to availability of funds under ARPA. The County has no legal requirement to provide funding to Township.

VII. SIGNATURE AUTHORITY

The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of Township. 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 Township 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.

Elgin Township:
Signed:
Its Duly Authorized Agent
Printed Name:
Title:
Date:

County of Kane
Signed:
Its Duly Authorized Agent
Printed Name:
Title:
Date:

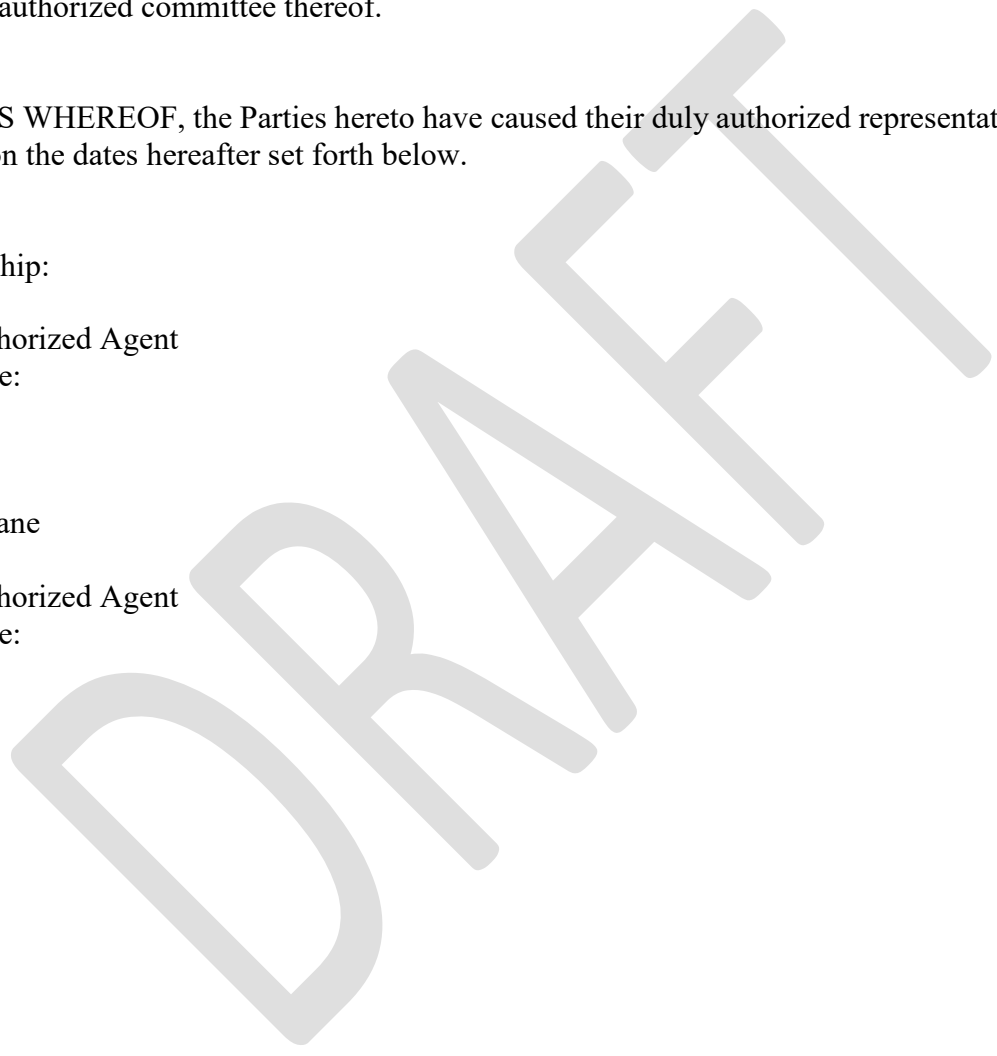


Exhibit A: Program Terms

1. Program Description: Township is seeking State and Local Fiscal Recovery Funds to be used by the Elgin Township Community Mental Health Board to contract for Township resident services in the areas of mental health, developmental disability, and substance use for low-income, under insured, or uninsured people. The Elgin Township Community Mental Health Board is organized and governed pursuant to the provisions of the Community Mental Health Act (405 ILCS 20/0.01 *et seq.*).
2. Purpose of Award: The Treasury Department allows for the transfer of State and Local Fiscal Recovery Funds to any entity to carry out as a subrecipient an eligible use of funds by the transferor, as long as the transferee complies with the Award Terms and conditions and other applicable requirements, including the Uniform Guidance. The purpose of this award is to provide funding for the Elgin Township Community Mental Health Board for eligible uses and programs under the American Rescue Plan Act.
3. Eligible Costs: The grant funds shall only be used as a response to the COVID-19 public health emergency and its negative economic impacts. Consistent with that eligible use, the Township, by and through the Elgin Township Community Mental Health Board and consistent with the provisions of the Community Mental Health Act (405 ILCS 20/0.01 *et seq.*), is authorized to use \$500,000 (Five Hundred Thousand Dollars) of the County's State and Local Fiscal Recovery Funds for the following costs:

- a. Mental Health Services: Including under-insured or uninsured mental health screenings, therapy, psychiatric visits, medical monitoring or groups; case management; prevention or education initiatives; salary for direct service staff; program expenses; crisis stabilization services; and residential support services.

- b. Substance Use Services: Including under-insured or uninsured inpatient services, partial hospitalization, intensive outpatient, group therapy, or lower level outpatient services; substance use screening; medical-assisted treatment services; case management; salary for direct service staff, program expenses, prevention and educational initiatives.

- c. Developmental Disability Services: Including audiology, speech therapy, physical therapy, occupational therapy, nutrition therapy, assisted devices; mental health services for people with developmental disabilities; respite care; day program services; autism screening; community integrated living arrangement support; early education intervention; salary for direct service staff, program expenses; caregiver support and education; job training programs; case management; residential support services.

- d. Indirect Services: Including Mental Health First Aid Training; Naloxone Training; Community Education Workshops; Mental Health, Substance Use, or Developmental Disability Community Awareness.

The County maintains sole and exclusive decision over whether costs submitted by Township are eligible for reimbursement or payment under this Agreement.

4. Performance Measures: The County may request additional information from the Township as needed to measure performance under this Agreement.
5. Required Reporting
 - a. Programmatic reports: At the County's request, the Township will submit programmatic reports to facilitate any requirements under 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 any supporting documentation related to this Agreement and Township's implementation of the Program or use of the grant funds.

- b. Financial reports: At the County's request, the Township will submit financial reports to facilitate any requirements under 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 any supporting documentation related to this Agreement and Township's implementation of the Program or use of the grant funds. Financial reports shall describe the expenditures related to this Agreement. Township's accounting and financial management system shall be sufficient to permit the preparation of financial reports required in connection with this Agreement and the tracing of funds to a level of expenditure adequate to establish that such funds have been used pursuant to the terms of this Agreement.
- c. Closeout reports: Township shall describe the status of the implementation of the Program and all activities related to the use of the grant funds. The closeout report shall further include an accounting of all costs and expenses incurred by Township and such other information as the County deems necessary to facilitate closeout of this Agreement and permit the County to meet all of its obligations and requirements under the same.

6. Payment: The grant funds will be provided to Township upon submission of invoices for expenditures of eligible costs for County to make direct payments. Invoices must be presented to County each month on a day to be determined by County. Township will submit with each invoice any forms or other documentation indicating the expenditures that are eligible costs under this Agreement. Township will supply a quarterly report to County detailing their activities and use of grant funds pursuant to this Agreement.

Exhibit B: Specific Conditions

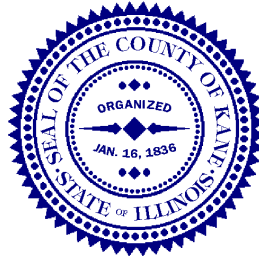
1. Per 2 C.F.R. 200.208, the Township shall comply with the following Specific Conditions under this Agreement:

The County retains the right to impose specific conditions, as needed.

DRAFT

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	05.13.24
Fund	355
Category (<i>Personnel Services, Contractual Services, Commodities, or Capital</i>)	Contractual
Increase or Decrease	Increase
Amount	(External Grant) \$500,000

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

Elgin Township in Kane County has made a request in the amount of \$500,000 of SLFRF to fund the Community Mental Health Funding Bridge project for the purpose of responding to the COVID-19 public emergency and providing government services.

Submitted by

Signature of Elected Official or Department Executive Director

Suzanne Fahnestock Date May 13, 2024

Category	Account	Approved Budget	Debit	Credit
Personnel Services				
Contractual Services	355.800.668234.55010	\$500,000	\$500,000	
Commodities				
Capital				
Contingency	355.800.668.85000	\$500,000		\$500,000

Reviewed by

Emergency Appropriation has been reviewed by Finance Department

Executive Director *Kathleen Hopkinson* Date 5-23-2024

STATE OF ILLINOIS)
 SS.
COUNTY OF KANE)

RESOLUTION NO. 24-219

AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS TO FUND 2023 HVAC IMPROVEMENTS AT THE COUNTY CLERK’S OFFICE FOR THE KANE COUNTY BUILDING MANAGEMENT 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 Building Management Department has made a request in the amount of \$17,211 (Seventeen Thousand Two Hundred Eleven Dollars) of SLFRF to fund 2023 HVAC Improvements at the County Clerk’s Office for the purpose of responding to the public health and negative economic impacts of the pandemic; and

WHEREAS, HVAC system improvements, aimed at reducing the spread of COVID-19, maintaining optimal indoor air quality are paramount in safeguarding against future outbreaks and ensuring the well-being of the community; 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 Building Management Department’s request for SLFRF for 2023 HVAC Improvements

at the County Clerk’s Office for the purpose of responding to the public health and negative economic impacts of the pandemic 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 in the amount of \$17,211(Seventeen Thousand Two Hundred Eleven Dollars) to fund the 2023 HVAC Improvements at the County Clerk’s Office 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 .

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the Kane County Building Management Department’s use of State and Local Fiscal Recovery Funds in the amount of \$17,211(Seventeen Thousand Two Hundred Eleven Dollars) to be used for 2023 HVAC Improvements at the County Clerk’s Office, 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 FY2024 budget:

355.800.66814.72010	Building Improvements	\$17,211
355.800.668.85000	Allowance for Budget Expense	(\$17,211)

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

Passed by the Kane County Board on June 11, 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 to fund 2023 HVAC Improvements at the County Clerk's Office 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: \$17,211
If not budgeted, explain funding source: SLFRF	

Summary:

The American Rescue Plan Committee recommends that the Kane County Board authorize the Kane County Building Management Department's use of State and Local Fiscal Recovery Funds in the amount of \$17,211 to be used for 2023 HVAC Improvements at the County Clerk's Office, 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.

A Proposed Program Name
 HVAC Improvements for the County Clerk's Office

B Proposed Program Summary

We are seeking reimbursement for HVAC (Heating, Ventilation, and Air Conditioning) improvements consisting of 2 new air handler units for the County Clerk's Office Building. Improved HVAC systems enhance indoor air quality, crucial for curbing the spread of COVID-19 and other pathogens. The new air handling units will improve indoor air quality, mitigating the risk of COVID-19 transmission and ensuring a safer environment for both employees and visitors. This directly addresses the ongoing public health emergency and contributes to community well-being. Additionally, as a hub for essential government services such as issuing birth certificates, licenses, and conducting elections, ensuring a comfortable and safe indoor environment through HVAC upgrades enhances the office's capacity to serve the public efficiently and effectively. These upgrades can be viewed as part of broader infrastructure investments, modernizing critical public facilities and promoting long-term sustainability. By prioritizing HVAC improvements at the county clerk's office, ARPA funding can have a tangible and multifaceted impact, addressing immediate public health concerns, supporting essential government functions and strengthening infrastructure resilience.

Public Health and Safety: Upgrading HVAC systems in the county clerk's office would directly contribute to creating a safer and healthier indoor environment for both employees and visitors. Improved ventilation and air filtration can help mitigate the spread of airborne contaminants, including viruses like COVID-19. By enhancing indoor air quality, these improvements align with ARPA's focus on responding to the COVID-19 public health emergency.

Government Services: The county clerk's office is a central hub for delivering essential government services to Kane County residents, including issuing birth certificates, licenses, and facilitating elections. By ensuring a comfortable and safe environment for staff and visitors through HVAC upgrades, the office can maintain operational continuity and effectively serve the community, aligning with ARPA's emphasis on providing government services.

Infrastructure Modernization: HVAC improvements to the county clerk's office can be viewed as part of broader infrastructure modernization efforts within Kane County. By investing in critical infrastructure projects like HVAC upgrades, the county can enhance its resilience and sustainability for the long term, aligning with ARPA's goals of investing in infrastructure to support economic growth and community well-being.

In summary, HVAC improvements to the county clerk's office benefit Kane County by promoting public health and safety, supporting the delivery of government services, and modernizing essential infrastructure, all of which align with the requirements and objectives of the American Rescue Plan Act. The HVAC improvements to the county clerk's office can promote equitable outcomes in Kane County in several ways:

Accessibility: By creating a safer and more comfortable indoor environment, the upgrades ensure that all residents, including those with disabilities or health concerns, can access government services at the county clerk's office without barriers. This promotes equitable access to essential services for all members of the community.

Health Equity: Improved indoor air quality resulting from HVAC upgrades benefits everyone who interacts with the county clerk's office, including employees, visitors, and residents accessing government services. By reducing the risk of airborne illnesses, particularly during public health emergencies like the COVID-19 pandemic, these improvements help protect the health and well-being of all community members, regardless of socioeconomic status.

Community Engagement: The county clerk's office is often a central point for community engagement, particularly during elections and public hearings. By providing a more inviting and comfortable environment through HVAC improvements, the office can encourage greater participation from residents of all backgrounds, promoting equity in civic engagement and decision-making processes.

Total estimated cost of this project is \$17,211.30

C Proposed Program Risk Considerations and Requirements Summary

Improving ventilation systems to combat the spread of Covid-19 is an enumerated use of funds. Funds can be used for projects that respond to the pandemic's public health impacts and provide long-term benefits. The County would need to demonstrate that ventilation improvements made after the end of the public health emergency are related to the mitigation of the spread of Covid-19.

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	1.4 Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.)*^
D.5	Additional SLFRF Expenditure Categories for consideration	N/A

D.6	Comments regarding additional SLFRF Expenditure Categories	N/A
D.7	Are the beneficiaries Populations Presumed Eligible?	Not Applicable
D.8	Which Populations Presumed Eligible does the proposed program intend to serve?	Impacted
D.9	Is the Populations Presumed Eligible analysis conducted on each applicant or based on geographic area(s)?	Geographic Basis
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?	Yes
D.12	Does the proposed project include subrecipients/beneficiaries?	No
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?	Not Applicable
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)	Yes - Installation and improvements of ventilation systems
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	No
D.24	Does the application indicate the program is designed to address equitable outcomes?	Yes

E	<p>ARPA SLFRF Eligible Cost Category Designation - Items 1 through 6</p> <p>Improving ventilation systems to combat the spread of Covid-19 is an enumerated use of funds. Funds can be used for projects that respond to the pandemic's public health impacts and provide long-term benefits. The County would need to demonstrate that ventilation improvements made after the end of the public health emergency are related to the mitigation of the spread of Covid-19.</p> <p>1.4 Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, etc.):</p> <ul style="list-style-type: none"> • "Enumerated eligible uses of funds in this category included: Vaccination programs; medical care; testing; contact tracing; support for isolation or quarantine; supports for vulnerable populations to access medical or public health services; public health surveillance (e.g., monitoring case trends, genomic sequencing for variants); enforcement of public health orders; public communication efforts; enhancement to health care capacity, including through alternative care facilities; purchases of personal protective equipment; support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools; ventilation improvements in congregate settings, health care settings, or other key locations..." (2022 Final Rule pg. 4352) • " COVID-19 public health response and mitigation tactics. Recognizing the broad range of services and programming needed to contain COVID-19, the interim final rule provided an extensive list of enumerated eligible uses to prevent and mitigate COVID-19 and made clear that the public health response to the virus is expected to continue to evolve over time, necessitating different uses of funds. Enumerated eligible uses of funds in this category included [...] support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools; ventilation improvements in congregate settings, health care settings, or other key locations" (2022 Final Rule pg. 4353) <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... (i) Responding to the public health impacts of the public health emergency for purposes including: (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... mitigation and prevention practices in congregate settings...installation and improvement of ventilation systems in congregate settings, health facilities, or other public facilities." (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 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 n/a
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**
 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 24 is populated with "Yes".**

H.1 **Description of equitable outcome goal and how the proposed program expects to achieve this goal**
The HVAC improvements to the county clerk's office can promote equitable outcomes in Kane County in several ways:
Accessibility: By creating a safer and more comfortable indoor environment, the upgrades ensure that all residents, including those with disabilities or health concerns, can access government services at the county clerk's office without barriers. This promotes equitable access to essential services for all members of the community.
Health Equity: Improved indoor air quality resulting from HVAC upgrades benefits everyone who interacts with the county clerk's office, including employees, visitors, and residents accessing government services. By reducing the risk of airborne illnesses, particularly during public health emergencies like the COVID-19 pandemic, these improvements help protect the health and well-being of all community members, regardless of socioeconomic status.
Community Engagement: The county clerk's office is often a central point for community engagement, particularly during elections and public hearings. By providing a more inviting and comfortable environment through HVAC improvements, the office can encourage greater participation from residents of all backgrounds, promoting equity in civic engagement and decision-making processes.

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	5.20.24
Fund	355
Category (<i>Personnel Services, Contractual Services, Commodities, or Capital</i>)	Capital
Increase or Decrease	Increase
Amount	\$17,211

Requested Emergency Appropriation and/or Budget Transfer Description and Rationale (please also attach draft resolution) The Kane County Building Management Department has made a request in the amount of \$17,211 (Seventeen Thousand Two Hundred and Eleven Dollars) of SLFRF to fund **2023 HVAC** Improvements at the County Clerk's Office for the purpose of responding to the public health and negative economic impacts of the pandemic

Submitted by
 Signature of Elected Official or Department Executive Director

Suzanne Fahnestock Date **May 20, 2024**

Category	Account	Approved Budget	Debit	Credit
Personnel Services				
Contractual Services				
Commodities				
Capital	355.800.66814.72010	\$17,211	\$17,211	
Contingencies	355.800.668.85000	(\$17,211)		\$17,211

Reviewed by

Emergency Appropriation has been reviewed by Finance Department

Executive Director *Kathleen Hopkinson* Date 5-23-2024

STATE OF ILLINOIS)
)
) SS.
)
COUNTY OF KANE)

RESOLUTION NO. 24-220

AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS TO FUND HVAC IMPROVEMENTS AT COURT SERVICES FOR THE KANE COUNTY BUILDING MANAGEMENT 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 Building Management Department has made a request in the amount of \$50,000 (Fifty Thousand Dollars) of SLFRF to fund HVAC Improvements at Court Services for the purpose of responding to the public health and negative economic impacts of the pandemic; and

WHEREAS, HVAC system improvements, aimed at reducing the spread of COVID-19, maintaining optimal indoor air quality are paramount in safeguarding against future outbreaks and ensuring the well-being of the community; 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 Building Management Department’s request for SLFRF for HVAC Improvements at

Court Services for the purpose of responding to the public health and negative economic impacts of the pandemic 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 in the amount of \$50,000 (Fifty Thousand Dollars) to fund the HVAC Improvements at Court Services 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.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the Kane County Building Management Department’s use of State and Local Fiscal Recovery Funds in the amount of \$50,000 (Fifty Thousand) to be used for HVAC Improvements at Court Services, 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 FY2024 budget:

355.800.66814.72010	Building Improvements	\$50,000
355.800.668.85000	Allowance for Budget Expense	(\$50,000)

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

Passed by the Kane County Board on June 11, 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

Authorizes the use of State and Local Fiscal Recovery Funds to Fund HVAC Improvements at Court Services 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: \$50,000.00
If not budgeted, explain funding source: SLFRF	

Summary:

The American Rescue Plan Committee recommends that the Kane County Board authorize the use of SLFRF in the amount of \$50,000 (Fifty Thousand Dollars) to fund the HVAC improvements at Court Services 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 or local laws and regulations.

A Proposed Program Name
 HVAC Improvements at Court Services

B Proposed Program Summary

Kane County's application for funding through the American Rescue Plan for HVAC improvements at Court Services directly addresses the urgent need to mitigate the spread of COVID-19 within essential government facilities. By upgrading HVAC systems, Kane County aims to create a safer indoor environment for employees, visitors, and individuals accessing court services. Improved ventilation and air filtration are critical measures for reducing the transmission of airborne contaminants, including the COVID-19 virus, aligning with ARPA's emphasis on responding to the ongoing public health emergency. Furthermore, investing in HVAC improvements at Court Services reflects ARPA's broader objectives of supporting government services and infrastructure investments to promote economic recovery and community resilience. By prioritizing this project, Kane County demonstrates its commitment to protecting public health, ensuring equitable access to justice, and building back stronger in the wake of the pandemic.

Investing in HVAC improvements at Court Services in Kane County will bring several significant benefits to the community. Firstly, by enhancing indoor air quality, these upgrades will create a safer and healthier environment for employees, visitors, and individuals accessing court services. This is particularly crucial in mitigating the spread of COVID-19 and other airborne illnesses, contributing to the overall public health and well-being of Kane County residents. Additionally, by improving the functionality and efficiency of HVAC systems, the county can reduce operational costs and ensure the long-term sustainability of court facilities. Furthermore, investing in infrastructure upgrades aligns with Kane County's broader goals of promoting economic recovery and resilience. The project will create job opportunities in the local construction and HVAC sectors, supporting the local economy and contributing to community prosperity. Overall, the HVAC improvements at Court Services will enhance public health, operational efficiency, and economic vitality, making Kane County a safer, more resilient, and thriving community for all residents.

The HVAC improvements at Court Services in Kane County will promote equitable outcomes in several key ways. Firstly, by creating a safer and healthier indoor environment, these upgrades ensure that all individuals accessing court services, regardless of their socioeconomic background or health status, can do so safely and without risk of exposure to airborne contaminants. This fosters equity in access to justice and ensures that everyone, including vulnerable populations, can receive services without fear of health risks.

Furthermore, the improved functionality and efficiency of HVAC systems at Court Services contribute to a more inclusive and accessible court environment. This enhances the experience of individuals with disabilities or health conditions, ensuring that they can utilize the services at Court Services without encountering barriers related to indoor air quality or environmental conditions.

Overall, the HVAC improvements at Court Services align with Kane County's commitment to equity and inclusion by creating safer, more accessible spaces for all individuals accessing court services, promoting economic opportunities for underserved communities, and fostering a more equitable justice system for residents.

Total estimated cost of this project is \$50,000.00

C Proposed Program Risk Considerations and Requirements Summary

Improving ventilation systems to combat the spread of Covid-19 is an enumerated use of funds. Funds can be used for projects that respond to the pandemic's public health impacts and provide long-term benefits. The County would need to demonstrate that ventilation improvements made after the end of the public health emergency are related to the mitigation of the spread of Covid-19.

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	1.4 Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.)*^
D.5	Additional SLFRF Expenditure Categories for consideration	N/A
D.6	Comments regarding additional SLFRF Expenditure Categories	N/A
D.7	Are the beneficiaries Populations Presumed Eligible?	Not Applicable
D.8	Which Populations Presumed Eligible does the proposed program intend to serve?	Impacted

D.9	Is the Populations Presumed Eligible analysis conducted on each applicant or based on geographic area(s)?	Geographic Basis
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?	Yes
D.12	Does the proposed project include subrecipients/beneficiaries?	No
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?	Not Applicable
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)	Yes - Installation and improvements of ventilation systems
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	Not Applicable
D.24	Does the application indicate the program is designed to address equitable outcomes?	Yes

E	<p>ARPA SLFRF Eligible Cost Category Designation - Items 1 through 6</p> <p>Improving ventilation systems to combat the spread of Covid-19 is an enumerated use of funds. Funds can be used for projects that respond to the pandemic's public health impacts and provide long-term benefits. The County would need to demonstrate that ventilation improvements made after the end of the public health emergency are related to the mitigation of the spread of Covid-19.</p> <p>1.4 Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, etc.):</p> <ul style="list-style-type: none"> • "Enumerated eligible uses of funds in this category included: Vaccination programs; medical care; testing; contact tracing; support for isolation or quarantine; supports for vulnerable populations to access medical or public health services; public health surveillance (e.g., monitoring case trends, genomic sequencing for variants); enforcement of public health orders; public communication efforts; enhancement to health care capacity, including through alternative care facilities; purchases of personal protective equipment; support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools; ventilation improvements in congregate settings, health care settings, or other key locations..." (2022 Final Rule pg. 4352) • " COVID–19 public health response and mitigation tactics. Recognizing the broad range of services and programming needed to contain COVID–19, the interim final rule provided an extensive list of enumerated eligible uses to prevent and mitigate COVID–19 and made clear that the public health response to the virus is expected to continue to evolve over time, necessitating different uses of funds. Enumerated eligible uses of funds in this category included [...] support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools; ventilation improvements in congregate settings, health care settings, or other key locations" (2022 Final Rule pg. 4353) <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... (i) Responding to the public health impacts of the public health emergency for purposes including: (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... mitigation and prevention practices in congregate settings...installation and improvement of ventilation systems in congregate settings, health facilities, or other public facilities." (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
	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
	n/a
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	<p>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).</p> <p>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</p>

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	<p>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.</p>
G.2	2. Explanation of why a capital expenditure is appropriate n/a
G.2a	<p>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.</p>

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 24 is populated with "Yes".
H.1	Description of equitable outcome goal and how the proposed program expects to achieve this goal The HVAC improvements at Court Services in Kane County will promote equitable outcomes in several key ways. Firstly, by creating a safer and healthier indoor environment, these upgrades ensure that all individuals accessing court services, regardless of their socioeconomic background or health status, can do so safely and without risk of exposure to airborne contaminants. This fosters equity in access to justice and ensures that everyone, including vulnerable populations, can receive services without fear of health risks. Furthermore, the improved functionality and efficiency of HVAC systems at Court Services contribute to a more inclusive and accessible court environment. This enhances the experience of individuals with disabilities or health conditions, ensuring that they can utilize the services at Court Services without encountering barriers related to indoor air quality or environmental conditions. Overall, the HVAC improvements at Court Services align with Kane County's commitment to equity and inclusion by creating safer, more accessible spaces for all individuals accessing court services, promoting economic opportunities for underserved communities, and fostering a more equitable justice system for 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	5.7.24
Fund	355
Category (<i>Personnel Services, Contractual Services, Commodities, or Capital</i>)	
Increase or Decrease	Budget Transfer
Amount	\$50,000

Requested Emergency Appropriation and/or Budget Transfer Description and Rationale (please also attach draft resolution)
 Kane County Building Management Department's use of State and Local Fiscal Recovery Funds in the amount of \$50,000 (Fifty Thousand) to be used for HVAC Improvements at Court Services

Submitted by
Suzanne Fahnestock Date: May 7, 2024

Category	Account	Approved Budget	Debit	Credit
Personnel Services				
Contractual Services				
Commodities				
Capital	355.800.66814.72010	\$50,000	\$50,000	
Contingency	355.800.668.85000	\$50,000		\$50,000

Reviewed by
 Emergency Appropriation has been reviewed by Finance Department

 Executive Director *Kathleen Hopkinson* Date 5-23-2024

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. 24-221

AUTHORIZING THE USE AND TRANSFER OF STATE AND LOCAL FISCAL RECOVERY FUNDS FROM LOST REVENUE RECOUPMENT FUND 356 TO GENERAL FUND 001 TO CAPITAL PROJECTS FUND 500 TO FUND EXTERIOR ENVELOPE PIPE CHASE IMPROVEMENT AT THE KANE COUNTY JAIL FOR THE KANE COUNTY BUILDING MANAGEMENT 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 Building Management Department has made a request in the amount of \$2,400,000 of SLFRF to fund Exterior Envelope Pipe Chase Improvements at the Kane County Jail for the purpose of responding to the public health and negative economic impacts of the pandemic; and

WHEREAS, improving the plumbing pipe chase, serving as the plenum return for the building's HVAC system, not only aligns with the American Rescue Plan's focus on infrastructure enhancements but also underscores the crucial role of HVAC system improvements in reducing the spread of COVID-19, sustaining optimal indoor air quality, and fortifying against future outbreaks, thereby safeguarding the well-being of the community; 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 Building Management Department's request for SLFRF for Exterior Envelope Pipe Chase Improvements at the Kane County Jail for the purpose of responding to the public health and negative economic impacts of the pandemic 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 amount allocated under revenue recoupment of SLFRF in the amount of \$2,400,000 (Three Million Four Hundred Thousand Dollars) to fund the Exterior Envelope Pipe Chase Improvements at the Kane County Jail project for the Kane County Building Management Department; and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the transfer of the SLFRF Lost Revenue Recoupment funds in the amount of \$2,400,000 (Three Million Four Hundred Thousand Dollars) from Fund 356 to General Fund 001 Sub Fund 500 Capital Projects to be used to fund the Exterior Envelope Pipe Chase Improvements at the Kane County Jail project; and

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the use and transfer of State and Local Fiscal Recovery Funds from Lost Revenue Recoupment in the amount \$2,400,000 (Three Million Four Hundred Thousand Dollars) to fund the Exterior Envelope Pipe Chase Improvements at the Kane County Jail project, 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; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Kane County Board that the following adjustment be made to the Fiscal Year FY2024 budget:

356.800.672.99001	Transfer to General Fund 001	\$120,000
356.800.000.39900	Fund Balance Utilization	\$120,000
001.800.808.99500	Transfer to Capital Projects Fund 500	\$120,000
001.000.000.39356	Transfer from Recoupment of Lost Revenue Fund 356	\$120,000
500.800.805.72010	Fund Balance Utilization	\$120,000
500.800.000.39001	Transfer from General Fund 001	\$120,000

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the remaining grant funding will be budgeted in FY2025 (\$2,280,000).

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

Passed by the Kane County Board on June 11, 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 and Transfer of State and Local Fiscal Recovery Funds From Lost Revenue Recoupment Fund 356 to General Fund 001 to Capital Projects Fund 500 to Fund Exterior Envelope Pipe Chase Improvement at the Kane County Jail 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: \$2,400,000.00
If not budgeted, explain funding source: Recoupment	

Summary:

The American Rescue Plan Committee recommends that the Kane County Board authorize the use and transfer of State and Local Fiscal Recovery Funds from Lost Revenue Recoupment in the amount of \$2,400,000 (Two Million Four Hundred Thousand Dollars) to fund the Exterior Envelope Pipe Chase Improvements at the Kane County Jail project, 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.

A	Proposed Program Name
Exterior Envelope Pipe Chase Improvements at the Kane County Jail	

B	Proposed Program Summary
<p>The proposed project would directly contribute to improved air quality and a reduction in the spread of diseases. By evaluating heating and cooling deficiencies in the pipe chase and service corridors, the project ensures proper ventilation and temperature control, crucial elements in maintaining optimal indoor air quality. Additionally, addressing leaks and insulation voids of the exterior walls helps reduce the risk of moisture buildup and mold growth, which can exacerbate respiratory issues and spread diseases. These targeted improvements align with public health priorities, mitigating health risks for inmates, staff, and visitors, and promoting a safer and healthier environment within the facility.</p> <p>This project's benefits extend to Kane County by significantly enhancing the safety and well-being of its residents, particularly those within the Kane County Jail facilities. By improving air quality and reducing the risk of disease transmission, the project promotes public health and safety standards in alignment with Kane County's commitment to its community's welfare. Additionally, the implementation of energy-efficient measures and infrastructure upgrades ensures long-term cost savings and operational resilience.</p> <p>The project promotes equitable outcomes by ensuring that all individuals within the Kane County Jail, regardless of background or status, have access to a safe and healthy environment. By addressing heating and cooling deficiencies and conducting thermal scans to identify structural issues, the project aims to create a more equitable living and working environment for both inmates and staff. Additionally, by utilizing American Rescue Plan funds to finance these improvements, the project ensures that resources are allocated fairly to benefit the entire Kane County community, fostering trust and confidence in the county's commitment to equitable infrastructure upgrades.</p> <p>The exterior envelope is actually the Plenum Return for the HVAC system. This means that it IS part of the HVAC system.</p> <p>Total estimated cost for this project is \$2,400,000.00</p>	

C	Proposed Program Risk Considerations and Requirements Summary
<p>Improving ventilation systems to combat the spread of Covid-19 is an enumerated use of funds. Funds can be used for projects that respond to the pandemic's public health impacts and provide long-term benefits. The County would need to demonstrate that ventilation improvements made after the end of the public health emergency are related to the mitigation of the spread of Covid-19.</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	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	1.4 Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.)*^
D.5	Additional SLFRF Expenditure Categories for consideration	N/A
D.6	Comments regarding additional SLFRF Expenditure Categories	N/A
D.7	Are the beneficiaries Populations Presumed Eligible?	Not Applicable
D.8	Which Populations Presumed Eligible does the proposed program intend to serve?	Impacted
D.9	Is the Populations Presumed Eligible analysis conducted on each applicant or based on geographic area(s)?	Geographic Basis
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?	No
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?	Not Applicable
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)	Yes - Installation and improvements of ventilation systems
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	No
D.24	Does the application indicate the program is designed to address equitable outcomes?	Yes

E	<p>ARPA SLFRF Eligible Cost Category Designation - Items 1 through 6</p> <p>Improving ventilation systems to combat the spread of Covid-19 is an enumerated use of funds. Funds can be used for projects that respond to the pandemic's public health impacts and provide long-term benefits. The County would need to demonstrate that ventilation improvements made after the end of the public health emergency are related to the mitigation of the spread of Covid-19.</p> <p>1.4 Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, etc.):</p> <ul style="list-style-type: none"> • "Enumerated eligible uses of funds in this category included: Vaccination programs; medical care; testing; contact tracing; support for isolation or quarantine; supports for vulnerable populations to access medical or public health services; public health surveillance (e.g., monitoring case trends, genomic sequencing for variants); enforcement of public health orders; public communication efforts; enhancement to health care capacity, including through alternative care facilities; purchases of personal protective equipment; support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools; ventilation improvements in congregate settings, health care settings, or other key locations..." (2022 Final Rule pg. 4352) • " COVID-19 public health response and mitigation tactics. Recognizing the broad range of services and programming needed to contain COVID-19, the interim final rule provided an extensive list of enumerated eligible uses to prevent and mitigate COVID-19 and made clear that the public health response to the virus is expected to continue to evolve over time, necessitating different uses of funds. Enumerated eligible uses of funds in this category included [...] support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools; ventilation improvements in congregate settings, health care settings, or other key locations" (2022 Final Rule pg. 4353) <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... (i) Responding to the public health impacts of the public health emergency for purposes including: (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... mitigation and prevention practices in congregate settings...installation and improvement of ventilation systems in congregate settings, health facilities, or other public facilities." (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

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

n/a

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 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

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 24 is populated with "Yes".**

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

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	5.20.2024
Fund	356 to 001 to 500
Category (<i>Personnel Services, Contractual Services, Commodities, or Capital</i>)	Capital
Increase or Decrease	Increase
Amount	\$2,400,000

Requested Emergency Appropriation and/or Budget Transfer Description and Rationale (please also attach draft resolution) Building Management Department has made a request in the amount of \$2,400,000 of SLFRF to fund Exterior Envelope Pipe Chase Improvements at the Kane County Jail for the purpose of responding to the public health and negative economic impacts of the pandemic. The budget adjustment for FY24 is \$120,000.

Submitted by
 Signature of Elected Official or Department Executive Director

Suzanne Fahnestock May 20.2024

Category	Account	Approved Budget	Debit	Credit
Personnel Services				
Contractual Services				
Commodities				
Capital				
Transfers In	001.000.000.39356 500.800.000.39001			\$120,000 \$120,000
Transfers Out	356.800.672.99001 001.800.808.99500		\$120,000 \$120,000	
Fund Balance Utilization	500.800.000.39900		\$120,000	
Fund Balance Utilization	356.800.000.39900			\$120,000

Reviewed by

Emergency Appropriation has been reviewed by Finance Department

Executive Director *Kathleen Hopkinson* Date 5-23-2024

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. 24-222

AUTHORIZING THE USE AND TRANSFER OF STATE AND LOCAL FISCAL RECOVERY FUNDS FROM LOST REVENUE RECOUPMENT FUND 356 TO GENERAL FUND 001 TO CAPITAL PROJECTS FUND 500 TO FUND ADA ACCESSIBLE RAMP AT THE ADULT JUSTICE CENTER FOR THE KANE COUNTY BUILDING MANAGEMENT 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 Building Management Department has made a request in the amount of \$317,485 (Three Hundred Seventeen Thousand and Four Hundred Eighty-Five Dollars) of SLFRF to fund ADA Accessible Ramp at the Adult Justice Center for the purpose of providing government services; and

WHEREAS, constructing an ADA accessible ramp at the Kane County Adult Justice Center fulfills the mandate of the American Rescue Plan Act (ARPA) by enhancing government services, facilitating equitable access to justice, and addressing the negative economic impacts of the COVID-19 pandemic through inclusive infrastructure investments; 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 Building Management Department’s request for SLFRF for ADA Accessible Ramp at the Adult Justice Center for the purpose of providing government services and completed an assessment regarding the project’s eligibility (see Exhibit A); and

WHEREAS, the ARPC consultant, Ernst and Young, has indicated that revenue recoupment funds from SLFRF may be used to fund the ADA Accessible Ramp at the Adult Justice Center project 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, the ARPC recommends that the Kane County Board authorizes the use of amount allocated under revenue recoupment of SLFRF in the amount of \$317,485 (Three Hundred Seventeen Thousand and Four Hundred Eighty-Five Dollars) to fund the ADA Accessible Ramp at the Adult Justice Center for the Kane County Building Management Department; and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the transfer of the SLFRF Lost Revenue Recoupment funds in the amount of \$317,485 (Three Hundred Seventeen Thousand and Four Hundred Eighty-Five Dollars) from Fund 356 to General Fund 001 Sub Fund 500 Capital Projects to be used to fund the ADA Accessible Ramp at the Adult Justice Center; and

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the use and transfer of State and Local Fiscal Recovery Funds from Lost Revenue Recoupment in the amount of \$317,485 (Three Hundred Seventeen Thousand and Four Hundred Eighty-Five Dollars) to fund the ADA Accessible Ramp at the Adult Justice Center, 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; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the following adjustment be made to the Fiscal Year FY2024 budget:

356.800.672.99001	Transfer to General Fund	\$317,485
356.800.000.39900	Fund Balance Utilization	\$317,485
001.800.808.99500	Transfer to Capital Projects Fund	\$317,485
001.000.000.39356	Transfer from Recoupment of Lost Revenue Fund	\$317,485
500.800.000.39900	Fund Balance Utilization	(\$317,485)
500.800.000.39001	Transfer from General Fund	\$317,485

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

Passed by the Kane County Board on June 11, 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 and Transfer of State and Local Fiscal Recovery Funds From Lost Revenue Recoupment Fund 356 To General Fund 001 to Capital Projects Fund 500 To Fund ADA Accessible Ramp At The Adult Justice Center 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: \$317,485.00
If not budgeted, explain funding source: Recoupment	

Summary:

The American Rescue Plan Committee recommends that the Kane County Board authorize the use and transfer of State and Local Fiscal Recovery Funds from Lost Revenue Recoupment in the amount of \$317,485 (Three Hundred Seventeen Thousand and Four Hundred Eight-Five Dollars) to fund the ADA Accessible Ramp at the Adult Justice Center, 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.

A Proposed Program Name
 Adult Justice Center ADA Ramp

B Proposed Program Summary

Kane County is seeking American Rescue Plan funds for reimbursement for the construction of an ADA-compliant ramp at the Sheriff's Office, aligning with the Act's enumerated uses and requirements. Constructing an ADA-compliant ramp at the facility ensures equitable access to essential services for individuals with disabilities, promoting inclusivity and addressing disparities in access to justice. Moreover, the facility's role as a public safety hub underscores its importance in emergency response and community safety, aligning with the broader goal of enhancing public safety infrastructure. By facilitating access for law enforcement personnel, emergency responders, and community members, the project contributes to promoting public safety and resilience. Additionally, the facility's involvement in hosting vaccination clinics and pandemic preparedness activities highlights its significance in public health emergencies. Improving access to the facility through ADA-compliant infrastructure enhances the county's capacity to respond effectively to future health crises, supporting the American Rescue Plan's objectives of addressing the ongoing impacts of the COVID-19 pandemic and strengthening public health infrastructure.

The project to construct an ADA-compliant ramp at the Kane County Sheriff's Office offers several benefits to the county:

Accessibility: By providing an accessible entry point to the Sheriff's Office, the project ensures that individuals with disabilities have equal access to essential services, including legal assistance, medical care, and visitation. This promotes inclusivity and aligns with Kane County's commitment to serving all members of the community equitably.

Public Safety Enhancement: Improved access to the Sheriff's Office enhances public safety by facilitating the ingress and egress of law enforcement personnel, emergency responders, and community members. This strengthens the county's ability to respond to emergencies efficiently and ensures that public safety remains a top priority.

Pandemic Response Preparedness: Given the Sheriff's Office's role as a site for vaccination clinics and pandemic preparedness activities, enhancing accessibility through ADA-compliant infrastructure contributes to the county's pandemic response capabilities. This investment supports Kane County's efforts to address the ongoing impacts of the COVID-19 pandemic and strengthens its resilience against future health crises.

Community Resilience: By investing in infrastructure that promotes accessibility, public safety, and pandemic preparedness, Kane County demonstrates its commitment to building a resilient community. This project fosters a sense of security and inclusivity among residents and reinforces the county's ability to weather challenges and emergencies effectively.

In summary, the project to construct an ADA-compliant ramp at the Kane County Sheriff's Office benefits the county by promoting accessibility, enhancing public safety, bolstering pandemic response preparedness, and fostering community resilience. These benefits align with Kane County's broader goals of serving its residents equitably and ensuring their well-being and safety.

Improving access to the adult justice center promotes equitable outcomes by ensuring that all individuals, regardless of their background or circumstances, have equal access to essential services and fair treatment within the criminal justice system. Access to the justice center is critical for individuals involved in legal proceedings, including defendants, witnesses, and victims. By enhancing accessibility through measures such as ADA-compliant ramps and facilities, the justice center becomes more inclusive and welcoming to all members of the community, including those with disabilities or mobility challenges.

Equitable access to the justice center is particularly important for marginalized and underserved communities, who may face additional barriers in accessing legal assistance and navigating the criminal justice system. By removing physical barriers and ensuring equal access to facilities and services, the justice center helps to level the playing field and promote fairness in the administration of justice.

Moreover, improving access to the justice center can also contribute to broader community goals of crime prevention and public safety. When individuals have better access to legal assistance and support services, they are more likely to engage with the justice system in a constructive manner, reducing the risk of recidivism and promoting positive outcomes for both individuals and communities.

Total estimated cost of this project is \$317,495.00

This is a reimbursement request for a ramp that was already built.

C Proposed Program Risk Considerations and Requirements Summary

The construction of an ADA compliant ramp could be eligible under 6.1 Revenue Replacement. There is not a clear nexus to the pandemic to enable this project to fit into another EC.

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	EC6
D.3	SLFRF Expenditure Category Description	6: Revenue Replacement
D.4	Select SLFRF Expenditure Subcategory	6.1 Provision of Government Services

D.5	Additional SLFRF Expenditure Categories for consideration	N/A
D.6	Comments regarding additional SLFRF Expenditure Categories	N/A
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?	Not Applicable
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?	No
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	ARPA SLFRF Eligible Cost Category Designation - Items 1 through 6	
	<p>The construction of an ADA compliant ramp could be eligible under 6.1 Revenue Replacement. There is not a clear nexus to the pandemic to enable this project to fit into another EC.</p> <p>Final Rule relating to Capital Expenditures</p> <ul style="list-style-type: none"> • "The interim final rule expressly permitted use of funds for a limited number of capital expenditures that mostly pertained to COVID-19 prevention and mitigation. These included capital investments in public facilities to meet pandemic operational needs, such as physical plant improvements to public hospitals and health clinics; adaptations to public buildings to implement COVID-19 mitigation tactics." (2022 Final Rule pg. 4389) 	

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

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

n/a

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	<p>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).</p> <p>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</p>

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	<p>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.</p>
G.2	2. Explanation of why a capital expenditure is appropriate n/a
G.2a	<p>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.</p>

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

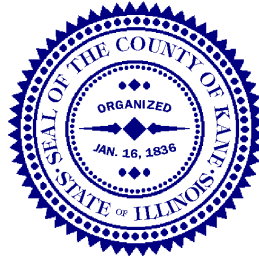
G.3	a. A comparison of the effectiveness of the capital expenditures in addressing the harm identified
	n/a
G.3a	Guidance: See Final Rule, 87 Fed Reg 4390-4391. Recipients should generally consider the effectiveness of the capital expenditures in addressing the harm over the useful life of the capital 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 24 is populated with "Yes".
H.1	Description of equitable outcome goal and how the proposed program expects to achieve this goal
	<p>Improving access to the adult justice center promotes equitable outcomes by ensuring that all individuals, regardless of their background or circumstances, have equal access to essential services and fair treatment within the criminal justice system. Access to the justice center is critical for individuals involved in legal proceedings, including defendants, witnesses, and victims. By enhancing accessibility through measures such as ADA-compliant ramps and facilities, the justice center becomes more inclusive and welcoming to all members of the community, including those with disabilities or mobility challenges.</p> <p>Equitable access to the justice center is particularly important for marginalized and underserved communities, who may face additional barriers in accessing legal assistance and navigating the criminal justice system. By removing physical barriers and ensuring equal access to facilities and services, the justice center helps to level the playing field and promote fairness in the administration of justice.</p> <p>Moreover, improving access to the justice center can also contribute to broader community goals of crime prevention and public safety. When individuals have better access to legal assistance and support services, they are more likely to engage with the justice system in a constructive manner, reducing the risk of recidivism and promoting positive outcomes for both individuals and communities.</p>

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	5.20.2024
Fund	Reimbursement from 356 to 001 to 500
Category (<i>Personnel Services, Contractual Services, Commodities, or Capital</i>)	Capital
Increase or Decrease	Increase
Amount	\$317,485

Requested Emergency Appropriation and/or Budget Transfer Description and Rationale (please also attach draft resolution)
 Building Management Department has made a request in the amount of \$317,485 (Three Hundred Seventeen Thousand and Four Hundred Eighty-Five Dollars) of SLFRF to fund ADA Accessible Ramp at the Adult Justice Center for the purpose of providing government services

Submitted by
 Signature of Elected Official or Department Executive Director

Suzanne Fahnestock

May 20.2024

Category	Account	Approved Budget	Debit	Credit
Personnel Services				
Contractual Services				
Commodities				
Capital				
Transfers In	001.000.000.39356 500.800.000.39001	\$317,485		\$317,485 \$317,485
Transfers Out	356.800.672.99001 001.800.808.99500		\$317,485 \$317,485	
Fund Balance Utilization	500.800.000.39900		\$317,485	
Fund Balance Utilization	356.800.000.39900			\$317,485

Reviewed by

Emergency Appropriation has been reviewed by Finance Department

Executive Director *Kathleen Hopkinson* Date 5-23-2024

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. 24-223

AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS TO FUND SALLY PORT HVAC SYSTEM IMPROVEMENTS AT THE KANE COUNTY JAIL FOR THE KANE COUNTY BUILDING MANAGEMENT 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 Building Management Department has made a request in the amount of \$120,000 of SLFRF to fund Sally HVAC System Improvements at the Kane County Jail for the purpose of responding to the public health and negative economic impacts of the pandemic; and

WHEREAS, HVAC system improvements, aimed at reducing the spread of COVID-19, maintaining optimal indoor air quality are paramount in safeguarding against future outbreaks and ensuring the well-being of the community; 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 Building Management Department’s request for SLFRF for Sally Port HVAC System Improvements at the Kane County Jail for the purpose of responding to the public health and negative economic impacts of the pandemic 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 \$120,000 to fund Sally Port HVAC System Improvements at the Kane County Jail 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.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the Kane County Building Management Department’s use of State and Local Fiscal Recovery Funds in the amount of \$120,000 to be used for Sally Port HVAC System Improvements at the Kane County Jail, 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 FY2024 budget to reimburse the Capital Fund 500:

355.800.66814.50150	Transfer to Capital Projects Fund 500	\$8,500
500.800.668.50150	Allowance for Budget Expense	(\$8,500)
355.800.66814.72010	Building Improvements	\$111,500
355.800.668.85000	Allowance for Budget Expense	\$111,500

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the remaining grant funding will be budgeted in FY2025 (\$111,500) as a direct expense out of the ARPA Fund 355.

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

Passed by the Kane County Board on June 11, 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 to Fund Sally Port HVAC System Improvements at the Kane County Jail 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: \$120,000.00
If not budgeted, explain funding source: SLFRF	

Summary:

The American Rescue Plan Committee recommends that the Kane County Board authorize the use and transfer of State and Local Fiscal Recovery Funds in the amount of \$120,000 to be used for the Sally Port HVAC System Improvements at the Kane County Jail, 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.

A	Proposed Program Name
Sally Port CO Exhaust System Improvements	

B	Proposed Program Summary
<p>This project will enhance the exhaust system within the Sally Port at the Kane County Adult Justice Center, with a primary focus on improving air quality through increased ventilation. Currently, the Carbon Dioxide fans operate inefficiently, posing risks to both personnel and detainees. By implementing exhaust system improvements, the project aims to optimize ventilation, effectively reducing indoor air pollutants and enhancing overall air quality within the Sally Port facility. These upgrades not only prioritize the health and safety of individuals within the facility but also align with the objectives of the American Rescue Plan to promote public health and safety standards.</p> <p>This project will benefit Kane County by significantly improving the air quality and overall environment within the Sally Port. By addressing the inefficiencies in the Carbon Dioxide fans and implementing exhaust system improvements, the project ensures a healthier and safer environment for both personnel and detainees. Improved ventilation will help mitigate the risk of airborne pollutants and contaminants, thereby reducing health hazards and enhancing the well-being of all individuals within the facility. Through these enhancements, Kane County demonstrates its commitment to providing safe and secure facilities for its community members, aligning with the county's priorities for public health and safety.</p> <p>This project promotes equitable outcomes by ensuring that all individuals, including personnel and detainees, within the Kane County Jail's Sally Port facility, have access to a safer and healthier environment. By improving the exhaust system and addressing inefficiencies in the Carbon Dioxide fans, the project aims to mitigate health risks for all occupants, regardless of their role or status within the facility. This commitment to equitable infrastructure upgrades ensures that everyone within the Kane County Adult Justice Center is afforded the same level of protection and consideration for their well-being. Additionally, by utilizing American Rescue Plan funding for these improvements, Kane County demonstrates its commitment to investing in equitable enhancements that benefit the entire community.</p> <p>Estimated total cost of this project is \$120,000.00</p>	

C	Proposed Program Risk Considerations and Requirements Summary
<p>Improving ventilation systems to combat the spread of Covid-19 is an enumerated use of funds. Funds can be used for projects that respond to the pandemic's public health impacts and provide long-term benefits. The County would need to demonstrate that ventilation improvements made after the end of the public health emergency are related to the mitigation of the spread of Covid-19.</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	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	1.4 Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.)*^
D.5	Additional SLFRF Expenditure Categories for consideration	N/A
D.6	Comments regarding additional SLFRF Expenditure Categories	N/A
D.7	Are the beneficiaries Populations Presumed Eligible?	Not Applicable
D.8	Which Populations Presumed Eligible does the proposed program intend to serve?	Impacted
D.9	Is the Populations Presumed Eligible analysis conducted on each applicant or based on geographic area(s)?	Geographic Basis
D.10	Is the proposed project related to an industry other than Tourism, Travel, or Hospitality?	No
D.11	Is the proposed project an enumerated use?	Yes
D.12	Does the proposed project include subrecipients/beneficiaries?	No
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?	Not Applicable
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)	Yes - Installation and improvements of ventilation systems
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	No
D.24	Does the application indicate the program is designed to address equitable outcomes?	Yes

E	<p>ARPA SLFRF Eligible Cost Category Designation - Items 1 through 6</p> <p>Improving ventilation systems to combat the spread of Covid-19 is an enumerated use of funds. Funds can be used for projects that respond to the pandemic's public health impacts and provide long-term benefits. The County would need to demonstrate that ventilation improvements made after the end of the public health emergency are related to the mitigation of the spread of Covid-19.</p> <p>1.4 Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, etc.):</p> <ul style="list-style-type: none"> • "Enumerated eligible uses of funds in this category included: Vaccination programs; medical care; testing; contact tracing; support for isolation or quarantine; supports for vulnerable populations to access medical or public health services; public health surveillance (e.g., monitoring case trends, genomic sequencing for variants); enforcement of public health orders; public communication efforts; enhancement to health care capacity, including through alternative care facilities; purchases of personal protective equipment; support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools; ventilation improvements in congregate settings, health care settings, or other key locations..." (2022 Final Rule pg. 4352) • " COVID-19 public health response and mitigation tactics. Recognizing the broad range of services and programming needed to contain COVID-19, the interim final rule provided an extensive list of enumerated eligible uses to prevent and mitigate COVID-19 and made clear that the public health response to the virus is expected to continue to evolve over time, necessitating different uses of funds. Enumerated eligible uses of funds in this category included [...] support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools; ventilation improvements in congregate settings, health care settings, or other key locations" (2022 Final Rule pg. 4353) <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... (i) Responding to the public health impacts of the public health emergency for purposes including: (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... mitigation and prevention practices in congregate settings...installation and improvement of ventilation systems in congregate settings, health facilities, or other public facilities." (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
	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
	n/a
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	<p>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).</p> <p>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</p>

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	<p>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.</p>
G.2	2. Explanation of why a capital expenditure is appropriate n/a
G.2a	<p>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.</p>

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 18 is populated with "Yes".**

H.1 **Description of equitable outcome goal and how the proposed program expects to achieve this goal**
This commitment to equitable infrastructure upgrades ensures that everyone within the Kane County Adult Justice Center is afforded the same level of protection and consideration for their well-being. Additionally, by utilizing American Rescue Plan funding for these improvements, Kane County demonstrates its commitment to investing in equitable enhancements that benefit the entire community.

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	5.20.24
Fund	355
Category <i>(Personnel Services, Contractual Services, Commodities, or Capital)</i>	Contractual Services
Increase or Decrease	Budget Transfer
Amount	\$120,000 overall \$8,500 for FY24

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

The Kane County Building Management Department has made a request in the amount of \$120,000 of SLFRF to fund Sally HVAC System Improvements at the Kane County Jail for the purpose of responding to the public health and negative economic impacts of the pandemic: \$8,500 was already expended in FY24 and the corresponding expenses will be reclassified from Fund #500 Capital Projects to Fund #355 ARPA. \$111,500 will be expensed from Fund #355 ARPA in FY25.

Submitted by

Signature of Elected Official or Department Executive Director

Suzanne Fahnestock

Date: May 20, 2024

ARPA Program Manager

Category	Account	Approved Budget	Debit	Credit
Personnel Services				
Contractual Services	355.800.66814.50150	\$8,500	\$8,500	
	500.800.805.50150			\$8,500
Commodities				
Capital	355.800.66814.72010		\$111,500	
Contingencies	355.800.668.85000			\$111,500
Transfers				

Reviewed by

Emergency Appropriation has been reviewed by Finance Department

Executive Director *Kathleen Hopkinson* Date 5-23-2024

STATE OF ILLINOIS)
)
) SS.
)
COUNTY OF KANE)

RESOLUTION NO. 24-224

AMENDING RESOLUTION 23-497 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 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 Health Department had made a request in the amount of \$9,975,000 of SLFRF to fund Addressing the 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

WHEREAS, in resolution 23-497, the ARPC recommended and the Kane County Board authorized 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.

WHEREAS, in this resolution, the ARPC recommends the Kane County Board amends resolution 23-497 to authorize the making of a budget adjustment to the approved SLFRF amount of \$9,975,000 for the Kane County Addressing Behavioral Health Needs project to transfer budget of \$30,000 from GL #355.800.668110.50150 (Contractual/Consulting) to GL #355.800.668110.40000 (Salaries and Wages) for each of the Fiscal Years 2024, 2025 and 2026.

NOW, THEREFORE, BE IT RESOLVED the Kane County Board hereby amends resolution 23-497 and authorizes the making of a budget adjustment to the approved SLFRF amount of \$9,975,000 for the Kane County Addressing Behavioral Health Needs project to transfer budget of \$30,000 from GL #355.800.668110.50150 (Contractual/Consulting) to GL #355.800.668110.40000 (Salaries and Wages) for each of the Fiscal Years 2024, 2025 and 2026.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the following adjustment be made to the Fiscal Years 2024, 2025 and 2026:

	2024	2025	2026	Total Project
355.800.668110.40000Salaries and Wages	\$30,000	\$30,000	\$30,000	\$90,000
355.800.668110.50150Contractual/Consulting	(\$30,000)	(\$30,000)	(\$30,000)	(\$90,000)

Line Item: See Above

Line Item Description: See Above

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?

See Above

Passed by the Kane County Board on June 11, 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 23-497 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

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: SLFRF	

Summary:

The American Rescue Plan Committee recommends that the Kane County Board amend Resolution 23-497 and authorize the making of a budget adjustment to the approved SLFRF amount of \$9,975,000 for the Kane County Addressing Behavioral Health Needs project to transfer budget of \$30,000 from GL #355.800.668110.50150 (Contractual/Consulting) to GL #355.800.668110.40000 (Salaries and Wages) for each of the Fiscal Years 2024, 2025, and 2026.

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. 23-497

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 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 Health Department has made a request in the amount of \$9,975,000 of SLFRF to fund Addressing the 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

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

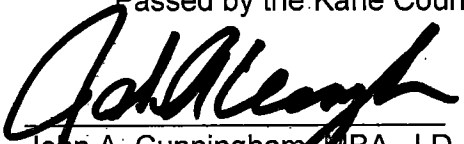
WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of \$9,975,000 to fund the Addressing Behavioral Health Needs of Kane County Residents for the Kane County Health Department, to be spent during the ARPA period of performance and in accordance with the ARPA, 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.

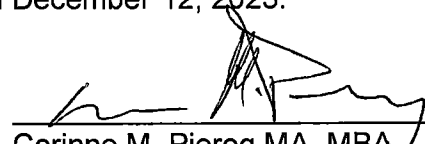
NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the Kane County Health Department use of State and Local Fiscal Recovery Funds in the amount of \$9,975,000 to be used for Addressing Behavioral Health Needs of Kane County Residents, in accordance with the American Rescue Plan 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

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

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	5.20.24
Fund	355
Category (<i>Personnel Services, Contractual Services, Commodities, or Capital</i>)	Personnel, contractual,
Increase or Decrease	Budget transfer from Contractual to Personnel Services
Amount	\$30,000 per FY24,25,26

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

The American Rescue Plan Committee recommends that the Kane County Board amend Resolution 23-497 and authorize the making of a budget adjustment to the approved SLFRF amount of \$9,975,000 for the Kane County Addressing Behavioral Health Needs project to transfer budget of \$30,000 from GL #355.800.668110.50150 (Contractual/Consulting) to GL #355.800.668110.40000 (Salaries and Wages) for each of the Fiscal Years 2024, 2025 and 2026

Submitted by

Signature of Elected Official or Department Executive Director

Suzanne Fahnestock

Date **May 20, 2024**

Category	Account	Approved Budget	Debit	Credit
Personnel Services	355.800.668110.40000	\$30,000	\$30,000	
Contractual Services	355.800.668110.50150	\$30,000		\$30,000
Commodities				
Capital				

Reviewed by

Emergency Appropriation has been reviewed by Finance Department

Executive Director *Kathleen Hopkinson* Date 5-23-2024

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. 24-225

AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH THE KANE COUNTY AMERICAN RESCUE PLAN CONSULTANT AND CORRESPONDING USE OF ADDITIONAL STATE AND LOCAL FISCAL RECOVERY

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, by Resolutions 21-313 and 22-288, the Kane County Board established the American Rescue Plan Committee (“ARPC”) as a resource to research, study, plan, and make recommendations for the best allocation and uses of the County’s SLFRF and any other Federal or State funds that respond to the COVID-19 public health emergency and its negative economic impacts; and

WHEREAS, SLFRF may be used for administrative expenses involved in administering the County’s American Rescue Plan Program, and for administrative costs associated with County programs and activities responding to the COVID-19 public health emergency and its negative economic impacts; and

WHEREAS, by Resolution 21-508, the Kane County Board authorized the Kane County Board Chairman to execute a professional services agreement with Ernst & Young LLP for a period of up to 5 (five) years for the services related to the planning, accounting, distribution, and reporting of SLFRF in compliance and in accordance with applicable Federal and State laws in an amount not to exceed \$1,000,000 (One Million Dollars) with all invoices to be approved by the County Board; and

WHEREAS, on November, 15, 2021, the Kane County Board Chairman executed a professional services agreement with Ernst & Young LLP (“Exhibit A”), with an expected term

through December 2024, and with fees associated with the County's requested services not to exceed \$1,000,000 (One Million Dollars) unless approved by the Kane County Board; and

WHEREAS, to ensure the best allocation of the County's SLFRF, Kane County Board resolution 23-139 authorized an additional \$900,000 (Nine Hundred Thousand Dollars) to compensate Ernst & Young LLP through December 2024 for the services related to the planning, accounting, distribution, and reporting of SLFRF; and

WHEREAS, by Resolution 24-036, the Kane County Board authorized an additional \$1,082,034 (One Million Eighty-Two Thousand Thirty-Four Dollars) to compensate Ernst & Young LLP for services related to planning, accounting, distribution, and reporting of SLRF through April 30, 2027; and

WHEREAS, Kane County has requested additional services from Ernst & Young for professional services related to planning, accounting, distribution, and reporting of SLFRF that specifically deal with compliance with United State Code of Federal Regulations 2 CFR 200; and

WHEREAS, Ernst & Young proposed to provide professional management services to Kane County related to compliance with United State Code of Federal Regulations 2 CFR 200 in an amount not to exceed \$220,000 (Two Hundred Twenty Thousand Dollars); and

WHEREAS, the ARPC recommends that the County Board allocates an additional \$220,000 (Two Hundred Twenty Thousand Dollars) of the County's SLFRF to compensate Ernst & Young LLP through April 30, 2027 for the services related to compliance with United State Code of Federal Regulations 2 CFR 200; and

WHEREAS, the attached fourth amendment to the statement of work ("Exhibit D") is a draft version, subject to minor modifications, as agreed by County representatives, and with a final version to be prepared with approval by the State 's Attorney's Office.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board that the County Board Chairman is authorized and directed to execute an amendment to the professional services agreement with Ernst & Young LLP, for the services related to compliance with United State Code of Federal Regulations 2 CFR 200 in compliance and in accordance with applicable Federal and State laws, which increases the total not to exceed amount for the ARPA engagement by \$220,000 (Two Hundred Twenty Thousand Dollars), with all invoices to be approved by ARP Program Manager.

NOW, THEREFORE, BE IT FUTHER RESOLVED by the Kane County Board that \$220,000 (Two Hundred Twenty Thousand Dollars) of the County's SLFRF shall be allocated to the funding of the professional services agreement with Ernst & Young LLP for the services related to planning, accounting, distribution, and reporting of SLFRF that specifically deal compliance with United State Code of Federal Regulations 2 CFR 200, in accordance with ARPA, the Final Rule, and related guidance issued by the United States Department of the Treasury, and that the following budget adjustment be made to the Fiscal Year 2024 budget:

355.800.66871.50150	Contractual Consulting Services	\$220,000
355.800.668.85000	Allowance for Budget Expense	(\$220,000)

Line Item: 355.800.66871.50150

Line Item Description: Contractual/Consulting

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?

355.800.668.85000 - Allowance for Budget Expense

Passed by the Kane County Board on June 11, 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 amendment to the agreement with the Kane County American Rescue Plan Consultant and corresponding use of additional state and local fiscal recovery

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: \$220,000.00
If not budgeted, explain funding source: SLFRF	

Summary:

The Kane County American Rescue Plan Committee recommends the Kane County Board authorize \$220,000 (Two Hundred Twenty Thousand Dollars) of the County's SLFRF shall be allocated to the funding of the professional services agreement with Ernst & Young, LLP for the services related to planning, accounting, distribution, and reporting of SLFRF that specifically deal compliance with United State Code of Federal Regualtions 2 CFR 200, in accordance with ARPA, the Final Rule, and related guidance issued by the United States Department of the Treasury, and that the following budget adjustment be made to the Fiscal Year 2024 budget.

Fourth Amendment to Statement of Work

This amendment, dated June 11, 2024 (this “Fourth Amendment”) amends the Statement of Work, dated, November 11, 2021, as amended by the Second Amendment and Third Amendment (the “Amended SOW” and as modified by this Fourth Amendment, the “SOW”), between Ernst & Young LLP (“we” or “EY”) and the County of Kane (“you” or “Client”) related to the provision of advisory services in connection with your request for professional management services for Federal recovery funding including American Rescue Plan Act (“ARP”) funding. Capitalized terms used, but not otherwise defined, in this Fourth Amendment shall have the respective meanings ascribed to them in the Amended SOW and identical terms defined in this Fourth Amendment and in the Amended SOW shall have the respective meanings ascribed to them herein. The Amended SOW was executed pursuant to the agreement, dated November 11, 2021, between EY and the County of Kane.

The purpose of this Fourth Amendment is to add \$220,000 (two hundred twenty thousand dollars) to the Amended SOW not to exceed amount of \$2,982,034 (two million nine hundred and eighty-two thousand thirty-four dollars) for a revised total not to exceed amount of \$3,202,034 (three million two hundred two thousand thirty-four dollars) for services performed between November 9, 2021 and April 30, 2027. For the below amendment in this Fourth Amendment, the term “rate card” refers to the rate card in the Original SOW, dated November 11, 2021.

Except as modified by this Fourth Amendment, all terms and conditions of the Original SOW shall continue in full force and effect and be unaffected by this Fourth Amendment.

Fees

Under this section, the Amended SOW language “The estimated initial fees begin in November 9, 2021 and extend through April 30, 2027. The fees associated with the requested services will be incurred and billed based on the above rate card with a total amount not to exceed \$2,982,034 (two million nine hundred and eighty-two thousand thirty-four dollars) unless prior approval by the Kane County Board” is amended to “The estimated initial fees begin in November 9, 2021 and extend through April 30, 2027. The fees associated with the requested services will be incurred and billed based on the above rate card with a total amount not to exceed \$3,202,034 (three million two hundred two thousand thirty-four dollars) unless prior approval by the Kane County Board”

In witness whereof, the parties have executed this Fourth Amendment as of the date set forth above.

Ernst & Young LLP

By: _____

County of Kane

By: _____

Name:
Title:

STATE OF ILLINOIS)
COUNTY OF KANE)

SS.

RESOLUTION NO. 24-036

AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH THE KANE COUNTY AMERICAN RESCUE PLAN CONSULTANT AND CORRESPONDING USE OF ADDITIONAL STATE AND LOCAL FISCAL RECOVERY

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 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 Resolutions 21-313 and 22-288, the Kane County Board established the American Rescue Plan Committee ("ARPC") as a resource to research, study, plan, and make recommendations for the best allocation and uses of the County's SLFRF and any other Federal or State funds that respond to the COVID-19 public health emergency and its negative economic impacts; and

WHEREAS, SLFRF may be used for administrative expenses involved in administering the County's American Rescue Plan Program, and for administrative costs associated with County programs and activities responding to the COVID-19 public health emergency and its negative economic impacts; and

WHEREAS, by Resolution 21-508, the Kane County Board authorized the Kane County Board Chairman to execute a professional services agreement with Ernst & Young LLP for a period of up to 5 (five) years for the services related to the planning, accounting, distribution, and reporting of SLFRF in compliance and in accordance with applicable Federal and State laws in an amount not to exceed \$1,000,000 (One Million Dollars) with all invoices to be approved by the County Board; and

WHEREAS, on November, 15, 2021, the Kane County Board Chairman executed a professional services agreement with Ernst & Young LLP ("Exhibit A"), with an expected term through December 2024, and with fees associated with the County's requested services not to exceed \$1,000,000 (One Million Dollars) unless approved by the Kane County Board; and

WHEREAS, to ensure the best allocation of the County's SLFRF, Kane County Board resolution 23-139 authorized an additional \$900,000 (Nine Hundred Thousand Dollars) to compensate Ernst & Young LLP through December 2024 for the services related to the planning, accounting, distribution, and reporting of SLFRF; and

WHEREAS, to ensure the best allocation of the County's SLFRF, the Kane County American Rescue Plan Program Manager has indicated that it will be necessary to allocate an additional \$1,082,034 (One Million Eighty-Two Thousand Thirty-Four Dollars) to compensate Ernst & Young LLP through April 30, 2027 for the services related to the planning, accounting, distribution, and reporting of SLFRF; and

WHEREAS, the ARPC recommends that the County Board allocates an additional \$1,082,034 (One Million Eighty-Two Thousand Thirty-Four Dollars) of the County's SLFRF to compensate Ernst & Young LLP through the end of the American Rescue Plan grant for the services related to the planning, accounting, distribution and reporting of SLFRF; and

WHEREAS, the attached amendment ("Exhibit C") to the previously executed agreement is a draft version, subject to minor modifications, as agreed by County representatives, and with a final version to be prepared with approval by the State's Attorney's Office.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the County Board Chairman is authorized and directed to execute an amendment to the professional services agreement with Ernst & Young LLP, attached hereto as Exhibit C, for the services related to the planning, accounting, distribution, and reporting of SLFRF in compliance with applicable Federal and State laws, which increases the total not to exceed amount for the ARPA engagement by \$1,082,034 (One Million Eighty-Two Thousand Thirty Four Dollars) through the end of the American Rescue Plan grant, with all invoices to be approved by ARP Program Manager.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY the Kane County Board that \$1,082,034 (One Million Eighty-Two Thousand Thirty-Four Dollars) of the County's SLFRF shall be allocated to the funding of the professional services agreement with Ernst & Young LLP for the services related to the planning, accounting, distribution, and reporting of SLFRF, in accordance with ARPA, the Final Rule, and related guidance issued by the United States Department of the Treasury, and that the following budget adjustment be made to the Fiscal Year 2024 budget:

355.800.66871.50150	Contractual Consulting Services	\$1,082,034
355.800.668.8500	Allowance for Budget Expense	(\$1,082,034)

Line Item: See Above

Line Item Description: See Above

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes

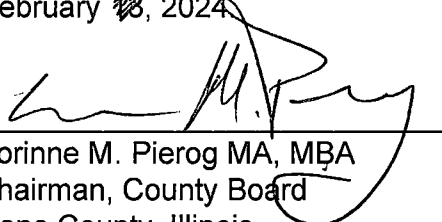
Are funds currently available for this Personnel/Item/Service in the specific line item? No

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 February ²⁷~~18~~, 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:

passed

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 21 - 508

**AUTHORIZING AGREEMENT FOR PROFESSIONAL SERVICES OF A CONSULTING FIRM
TO ASSIST IN PLANNING, ACCOUNTING, DISTRIBUTION AND REPORTING OF
AMERICAN RESCUE PLAN ACT FUNDS AND CORRESPONDING BUDGET ADJUSTMENT**

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act ("ARPA") to provide economic relief to State, Local, and Tribal governments responding to the Coronavirus pandemic; and

WHEREAS, the County of Kane will receive a total of \$103,413,041.00 (One Hundred Three Million, Four Hundred Thirteen Thousand, Forty-One Dollars) in ARPA funding from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds ("SLFRF") pursuant to ARPA, and has received its first payment of funds, in the amount of \$51,706,520.50 (Fifty-One Million, Seven Hundred Six Thousand, Five Hundred Twenty Dollars and Fifty Cents), and

WHEREAS, pursuant to ARPA the County shall use the SLFRF to defray costs associated with Coronavirus response within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery; and

WHEREAS, SLFRF may be used to cover administrative expenses, including a consultant, pursuant to ARPA; and

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

WHEREAS, the work of the ARPC will require the professional services of a certified and licensed consulting firm, over and above current staff resources; and

WHEREAS, it is in the best interests of the County to engage the services of a consulting firm to assist in the planning, accounting, distribution, and reporting of SLFRF in compliance and in accordance with applicable Federal and State laws; and

WHEREAS, the County has issued a request for proposal (RFP 39-021) to identify a consulting firm to provide such professional services and assist in planning, accounting, distribution and reporting of SLFRF received pursuant to ARPA on behalf of Kane County; and

WHEREAS, the County received five (5) responses from consulting firms to RFP 39-021; and

WHEREAS, the Chair of the American Rescue Plan Committee, in consultation with the County Board Chairman, pursuant to resolution 21-381 conducted an interview and hiring process involving the five (5) consulting firms, and selected the most qualified firm, Ernst & Young LLP and

WHEREAS, the consulting firm Ernst & Young LLP wishes to enter into an agreement with the County for the purpose of assisting with the planning, accounting, distribution, and reporting of SLFRF in compliance and in accordance with applicable Federal and State laws for a period of up to 5 (five) years; and

WHEREAS, the terms and expected expenditure under the agreement are not final, but the expenditure will in no case exceed \$1,000,000 (One Million dollars) with all invoices to be approved by the County Board, unless further authorization is given by the Kane County Board; and

WHEREAS, it is estimated that expenditures under the agreement may be \$649,604 during the first six (6) months of the engagement; and

WHEREAS, the attached agreement ("Exhibit A") is a draft agreement, subject to minor modifications, as agreed by County representatives, and with a final draft to be prepared with approval by the State's Attorney's Office.

NOW, THEREFORE, BE IT RESOLVED, by the Kane County Board that the County Board Chairman is authorized to enter into a professional services agreement with Ernst & Young LLP for a period of up to 5 (five) years for the services related to the planning, accounting, distribution, and reporting of SLFRF in compliance and in accordance with applicable Federal and State laws in an amount not to exceed \$1,000,000 (One Million Dollars) with all invoices to be approved by the County Board, and to execute all documents related to the engagement of said firm, in a form to be approved by the State's Attorney's Office.

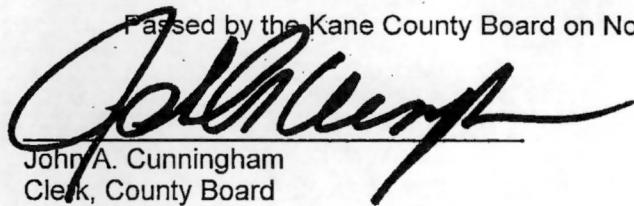
NOW, THEREFORE, BE IT FURTHER RESOLVED, that \$1,000,000 of the SLFRF funds received by the County shall be allocated to the funding of the professional services agreement with the selected consulting firm, pursuant to ARPA, and that the following budget adjustment be made to the Fiscal Year 2021 budget:

Account	Description	Amount
355.800.66871.50150	ARP Admin: Contractual -Ernst & Young	+\$100,000
355.800.668.85000	ARP: Contingency	-\$100,000

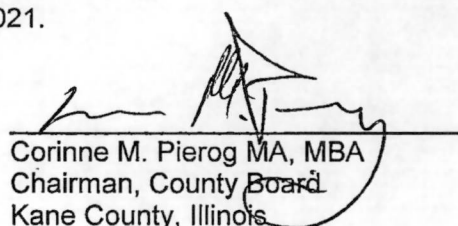
NOW, THEREFORE, BE IT FURTHER RESOLVED, that the following budget adjustment be made to the Fiscal Year 2022 budget:

Account	Description	Amount
355.800.66871.50150	ARP Admin: Contractual -Ernst & Young	+\$549,604
355.800.000.39900	ARP: Cash on Hand	+\$549,604

Passed by the Kane County Board on November 9, 2021.



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

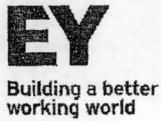


Corinne M. Pierog MA, MBA
 Chairman, County Board
 Kane County, Illinois

Vote:
 [Unanimous]

21-11 Consult ARPA

ATTACHED EXHIBITS.
21-508



Ernst & Young LLP
155 North Wacker Drive
Chicago, IL 60606-1787

Tel: +1 312 879 2000
Fax: +1 312 879 4000
ey.com

[DRAFT]

County of Kane
Attention: Chairman of the County Board
Kane County Board Member
719 S. Batavia Avenue, Bldg. A.
Geneva, IL 60134

November XX, 2021

Dear _____:

Thank you for choosing Ernst & Young LLP ("we" or "EY") to perform professional services (the "Services") for the County of Kane ("you", "Client" or "County"). We appreciate the opportunity to assist you and look forward to working with you.

The enclosed Statement of Work describes the particular Services that we will perform in this engagement, as well as any advice, presentations, or filings to be made, our fees therefor, and any other arrangements for this engagement. All of the Services will be subject to the terms and conditions of this letter, its attachments, including the General Terms and Conditions, and the Statement of Work (together, this "Agreement").

We may enter into Statements of Work with you for a period of up to five years following the date of this letter, although we may agree with you to extend that period, including by executing additional Statements of Work referencing this Agreement. This agreement may be terminated in accordance with the terms in the attached Scope of Work.

Please sign this letter in the space provided below to indicate your agreement with these arrangements and return it to Gary Burke at your earliest convenience. If you have any questions about any of these materials, please do not hesitate to contact Gary Burke so that we can address any issues you identify before we begin to provide any Services.

Very truly yours,

Ernst & Young LLP [replace with EY facsimile signature when final]

AGREED:

County of Kane

By: _____
[Name and Title]

Exhibit A

General Terms and Conditions

Our relationship with you

1. We will perform the Services in accordance with applicable professional standards, including those established by the American Institute of Certified Public Accountants ("AICPA").
2. We are a member of the global network of Ernst & Young firms ("EY Firms"), each of which is a separate legal entity.
3. We will provide the Services to you as an independent contractor and not as your employee, agent, partner or joint venturer. Neither you nor we have any right, power or authority to bind the other.
4. We may subcontract portions of the Services to other EY Firms, who may deal with you directly. Nevertheless, we alone will be responsible to you for the Reports (as defined in Section 11), the performance of the Services, and our other obligations under this Agreement. From time to time, non-CPA personnel may perform the Services.
5. We will not assume any of your management responsibilities in connection with the Services. We will not be responsible for the use or implementation of the output of the Services, although we may otherwise provide advice and recommendations to assist you in your management functions and making decisions.

Your responsibilities

6. You shall assign a qualified person to oversee the Services. You are responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for your purposes.
7. You shall reasonably provide (or cause others to provide) to us, promptly, the information, resources and assistance (including access to records, systems, premises and people) that we reasonably require to perform the Services.
8. To the best of your knowledge, all information provided by you or on your behalf ("Client Information") will be accurate and complete in all material respects. The provision of Client Information to us will not infringe any copyright or other third-party rights.
9. We will rely on Client Information made available to us and, unless we expressly agree otherwise, will have no responsibility to evaluate or verify it unless otherwise agreed in this agreement or state of work.

10. You shall be responsible for your personnel's compliance with your obligations under this Agreement.

Our Reports

11. Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), may be used and relied upon consistent with the purposes set forth in the Statement of Work for which the Reports are prepared, to prepare and submit reports and information to the U.S. Treasury and published in accordance with Federal and/or State law, to publish report on the County's website, or any other necessary communication with applicants of Kane County's ARPA program.
12. Intentionally Deleted
13. Intentionally Deleted.
14. Intentionally Deleted
15. Intentionally Deleted

Limitations

16. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, any consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.
17. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, aggregate damages in excess of the two (2) times the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services. This limitation will not apply to losses caused by our fraud or willful misconduct or to the extent prohibited by applicable law or professional regulations.
18. Intentionally Deleted.
19. You may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other EY Firm or our or its members, shareholders, directors, officers, partners, principals or employees ("EY Persons"). You shall make any claim or bring proceedings only against us. The provisions of Sections 16 through 19 are intended

to benefit the other EY Firms and all EY Persons, who shall be entitled to enforce them.

Indemnity

- 20 Intentionally Deleted.

Intellectual property rights

21. We may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how that we own or license ("Materials") in performing the Services with Kane County's approval and consent. Notwithstanding the delivery of any Reports, we retain all preexisting EY intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in connection with the Services (but not Client Information reflected in them). Reports and other deliverables will be property of Kane County.
22. You may use the Reports relating to the Services, as well as any Materials owned by us that are included therein, solely to the extent necessary to use the Reports.

Confidentiality

23. Except as otherwise permitted by this Agreement, or as discussed in public, or as used in connection with any reporting requirements by the U.S. Department of Treasury, or as required under other Federal or State law, including but not limited to the Illinois Freedom of Information Act, 5 ILCS 140.1, et seq., neither of us may disclose any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of us may, however, disclose such information to the extent that it:
- (a) is or becomes public other than through a breach of this Agreement,
 - (b) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,
 - (c) was known to the recipient at the time of disclosure or is thereafter created independently,
 - (d) is disclosed as necessary to enforce the recipient's rights under this Agreement, or
 - (e) must be disclosed under applicable law, legal process or professional regulations.
24. Either of us may use electronic media to correspond or transmit information and such use will not in itself

constitute a breach of any confidentiality obligations under this Agreement.

25. Unless prohibited by applicable law, we may provide Client Information to other EY Firms (which are listed at www.ey.com) and EY Persons, as well as external third parties providing services on our or their behalf, who may collect, use, transfer, store or otherwise process (collectively, "Process") it in various jurisdictions in which they operate in order to facilitate performance of the Services, to comply with regulatory requirements, to check conflicts, to provide financial accounting and other administrative, infrastructure and security support services or for quality and risk management purposes. We shall be responsible to you for maintaining the confidentiality of Client Information, regardless of where or by whom such information is Processed on our behalf.
26. With respect to any Services, if U.S. Securities and Exchange Commission auditor independence requirements apply to the relationship between you or any of your associated entities and any EY Firm, you represent, to the best of your knowledge, as of the date of this Agreement and as of the date of the Statement of Work hereunder, that neither you nor any of your affiliates has agreed, either orally or in writing, with any other advisor to restrict your ability to disclose to anyone the tax treatment or tax structure of any transaction to which the Services relate. An agreement of this kind could impair an EY Firm's independence as to your audit or that of any of your affiliates, or require specific tax disclosures as to those restrictions. Accordingly, you agree that the impact of any such agreement is your responsibility.

Data protection

27. If we Process Client Information that can be linked to specific individuals ("Personal Data"), we will Process it in accordance with Section 25 of this Agreement, as well as law and professional regulations applicable to us. We will also require any service provider that Processes Personal Data on our behalf to provide at least the same level of protection for such data as is required by such legal and regulatory requirements. If Personal Data relating to a data subject in the UK, European Union or Switzerland (collectively, "European Personal Data") is required for EY to perform the Services, the parties agree to negotiate in good faith a data transfer addendum intended to validate the transfer of such European Personal Data by Company to EY prior to such transfer. If any Client Information is protected health information under the Health Insurance Portability and Accountability Act, as amended, this Agreement is deemed to incorporate all of the terms otherwise required to be included in a business associate contract relating to such information.

28. You warrant that you have the authority to provide the Personal Data to us in connection with the performance of the Services and that the Personal Data provided to us has been Processed in accordance with applicable law. In order to provide the Services, we may need to access Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("**Restricted Personal Data**"). In the event that we need access to such information, you will consult with us on appropriate measures (consistent with professional standards applicable to us) to protect the Restricted Personal Data, such as deleting or masking unnecessary information before it is made available to us, encrypting any data transferred to us, or making the data available for on-site review at a Client site. You will provide us with Restricted Personal Data only in accordance with mutually agreed protective measures.

Fees and expenses generally

29. You shall pay our professional fees and specific expenses in connection with the Services as detailed in the Statement of Work. You shall also reimburse us for other reasonable expenses for which you have given prior authorization and which have been incurred in performing the Services. Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which you shall pay (other than taxes imposed on our income generally). Unless otherwise set forth in the applicable Statement of Work, payment is due within 60 days following receipt of each of our invoices. We may receive rebates in connection with certain purchases, which we use to reduce charges that we would otherwise pass on to you.
30. We may charge reasonable additional professional fees if events beyond our control (including your acts or omissions) affect our ability to perform the Services as originally planned or if you ask us to perform additional tasks.
31. If we are required by applicable law, legal process or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, you shall reimburse us for any reasonable professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless we are a party to the proceeding or the subject of the investigation.

Force majeure

32. Neither you nor we shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond your or our reasonable control.

Term and termination

33. This Agreement and Statement of Work applies to the Services whenever performed
34. This Agreement shall terminate upon the completion of the Services. Either of us may terminate it as provided in the Statement of Work.
35. You shall pay us for all work-in-progress, Services already performed, and expenses incurred by us up to and including the effective date of the termination of this Agreement. Payment is due within 60 days following receipt of our invoice for these amounts.
36. The provisions of this Agreement, including Section 14 and otherwise with respect to Reports, that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement, except that our respective confidentiality obligations (other than those relating to Reports or under Section 14) shall continue thereafter for three years only.

Governing law and dispute resolution

37. This Agreement, and any non-contractual matters or obligations arising out of this Agreement or the Services, including (without limitation) claims arising in tort, fraud, under statute or otherwise relating to the Services, or questions relating to the scope or enforceability of this Section 37, shall be governed by, and construed in accordance with, the laws of Illinois applicable to agreements made, and fully to be performed, therein by residents thereof. Any and all disputes and/or claims arising from the terms of this agreement or performances hereunder shall be brought in the courts of the 16th Judicial Circuit, Kane County, Illinois and/or the United States District Court for the Northern District of Illinois.

Miscellaneous

38. This Agreement constitutes the entire agreement between us as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered. In addition, any policy, protocol, agreement (other than this Agreement) or other instrument, in whatever form, imposed at any time that purports to obligate EY, any other EY Firm or any EY Person with respect to the use of Client Information shall be void and of no further effect, and you shall not seek to enforce any such obligation.
39. Both of us may execute this Agreement (including the Statement of Work), as well as any modifications thereto, by electronic means and each of us may sign a

different copy of the same document. Both of us must agree in writing to modify this Agreement or the Statement of Work.

40. Each of us represents to the other that each person signing this Agreement or the Statement of Work on its behalf is expressly authorized to execute it and to bind such party to its terms. You also represent that this Agreement has, if necessary, been considered and approved by your Audit Committee. You represent that your affiliates and any others for whom Services are performed shall be bound by the terms of this Agreement.
41. You agree that we and the other EY Firms may, subject to professional obligations, act for other clients, including your competitors.
42. Neither of us may assign any of our rights, obligations or claims arising out of or related to this Agreement or any Services.
43. If any non-material provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the remainder of the agreement shall remain in full force and effect if it can be remain in effect without such invalid provisions.
44. If there is any inconsistency between provisions in different parts of this Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the Cover Letter, (b) the Statement of Work and any attachments thereto, (c) these General Terms and Conditions, and (d) other attachments to this Agreement.
45. Neither of us may use the other's name, logo or trademarks publicly without the other's prior written consent, although we may publicly identify you as a client in connection with specific Services or generally.
46. Intentionally Deleted.

Statement of Work

This Statement of Work, dated October 4, 2021 (this "SOW"), is made by Ernst & Young LLP ("we" or "EY") and the County of Kane, ("you" or the "Client"), pursuant to the Agreement, dated November 9, 2021 (the "Agreement"), between EY and the County of Kane.

Except as otherwise set forth in this SOW, this SOW incorporates by reference, and is deemed to be a part of, the Agreement. The additional terms and conditions of this SOW shall apply only to the advisory Services covered by this SOW and not to Services covered by any other Statement of Work pursuant to the Agreement. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings in the Agreement, and references in the Agreement to "you" or "Client" shall be deemed references to you.

If you ask us to begin work before you execute and return this SOW to us, you will be deemed to have agreed to its terms.

Scope of Services

We will provide advisory services in connection with your request for professional management services for Federal recovery funding including American Rescue Plan Act ("ARP") funding (the "Matter"). Under your direction, we will review the facts of the Matter, and consult with you where you require our assistance. We contemplate performing the following services over the term of the engagement. We may, in addition, perform one or more of the following procedures as the parties agree and consider necessary to express a professional conclusion on the matters you identify:

Recovery Plan and Administration of ARP Funds:

- ▶ Provide assistance to identify and define stakeholders and team.
- ▶ Assist the County in the Identification and definition of roles and responsibilities related to the Matter's administration and compliance.
- ▶ Assist in the development of a roadmap and implementation plan with a detailed timeline in collaboration with Kane County Program Manager. This includes identifying current systems/methods in place that can be used to track ARP funds and projects.
- ▶ Assist Kane County and the Kane County Program Manager in the development and drafting of Recovery Plan Performance Reports that are required to be submitted to U.S. Treasury and posted to public website.
- ▶ Development of project/program specific requirements (application process, risk assessment, approval process, monitoring plan, required documentation, meeting deadline/milestones).
- ▶ Provide assistance to Kane County Program Manager in the facilitation of committee and community discussion concerning recovery plan.
- ▶ Evaluation of community feedback/proposed projects as requested by the Kane County American Rescue Plan Committee.
- ▶ Research on eligibility of potential projects and provide a written analysis and recommendation for each project as it relates to compliance with Federal and/or State regulations associated with the ARP funding (including U.S. Treasury and/or Kane County's eligibility requirements).

- ▶ Identify, quantify, assess, document, and prepare written analysis and recommendation on the eligibility of potential/actual expenditures by the County, its departments and its sub-recipients as it relates to ARP funding (including U.S. Treasury and/or Kane County's eligibility requirements).
- ▶ Maintain and track expenses related to ARP funds and assist in reconciling tracked information with information posted in Kane County's accounting system.
- ▶ Assess current processes and make recommendations to improve, if necessary, to meet Federal and County Requirements.

Reporting:

- ▶ Assist the County and its Kane County ARP Program Manager in the completion of reports and deadlines required by U.S. Treasury guidance as requested by the County (including but not limited to U.S. Treasury requirements and its quarterly Project and Expenditure Reports and the annual Recovery Plan Performance Report).
- ▶ Assisting the County and its Program Manager in organization of program information and data to submit to the U.S. Treasury and the Kane County American Rescue Plan Committee as requested by the County.
- ▶ Prepare documentation advice related to all reports submitted to the Treasury and/or the Kane County American Rescue Plane Committee.
- ▶ Provide advisory services and recommendations related to the County's financial reporting of ARP funding in accordance with Generally Accepted Accounting Principles (GAAP).
- ▶ Assist County staff with progress update documentation and participate in ARP Committee meetings if requested.
- ▶ Assist the County with communicating with Federal and State regulators and representatives regarding the County's compliance and planned or actual use of ARP funding.
- ▶

Close out:

- ▶ Initial development of close-out strategies (checklists, document retention requirements, federal reporting requirements, etc.)
- ▶ Assist the County in its response to requests from Federal, State, or County internal or external auditors and, additionally, will continue to assist in responding to any audit of Kane County regarding ARP funding after December 31, 2024.

We currently do not contemplate preparing a written EY branded narrative report indicating the specific work EY performed and our result. We currently do contemplate assisting the County and the Kane County Program Manager prepare documentation necessary for the management of the Matter and for inclusion of the County's reporting pursuant to the U.S. Treasury's reporting requirements.

Limitations on scope

We will not provide litigation services, legal opinions, or expert witness services in connection with this matter. We will also not provide any accounting or GAAP conclusions, but will provide recommendations as set forth in this Agreement and Statement of Work. We may be able to provide such services under a separate Statement of Work.

The Services are advisory in nature. EY will not render an assurance report or opinion under the Agreement, nor will the Services constitute an audit, review, examination, or other form of attestation as those terms are defined by applicable professional standards, including AICPA Standards for Consulting Services. None of the Services or any Reports will constitute any legal opinion or advice. None of the Services or any Reports will constitute any tax opinion or advice. Our procedures are not designed to and may not detect any or all fraudulent activities or illegal acts. EY will provide recommendations and assist in responding to audits as set forth in this Agreement and Statement of Work.

We will not identify, address or correct any errors or defects in any computer systems, other devices or components thereof ("Systems"), whether or not due to imprecise or ambiguous entry, storage, interpretation or processing or reporting of data. We will not be responsible for any defect or problem arising out of or related to data processing in any Systems.

Unless discussed and mutually agreed to in advance, EY will not participate in recording meetings. EY acknowledges activity and discussion related to the Matter will occur at public meetings, which will be recorded.

Your specific obligations

You shall notify us promptly in writing upon becoming aware of (A) changes in the status of the Matter in connection with which the Services are provided, or (B) objections or issues with respect to the performance of the Services.

We also draw your attention to the reservations set out in paragraph 5 of the General Terms and Conditions of the Agreement, as well as your management responsibilities under paragraph 6 thereof and your representation, as of the date hereof, under paragraph 26 thereof.

Final decision on all funding approvals will be made by the County and physical disbursement of funds will be executed by the County.

You shall make all management decisions and perform all management functions in relation to your Federal funding. You will provide oversight for EY's work by designating appropriate staff from County to coordinate EY's efforts within the County and coordinate interactions with applicants, state agency representatives, or other Federal funding sources, as required.

You shall designate appropriate staff relative to technical programmatic, accounting and finance issues, questions or requests who possess the technical ability to review and understand EY's work. You shall review and be responsible for the final approval of all EY deliverables.

- We shall support review and approval processes for expenses charged to the fund, including any grant applications, and prepare or to assist with preparing any reports that are required for the Committee, the Board and for the federal government.

- We shall track expenses manually or in our proprietary tools, so as to be able to report information on a more timely basis, since information may not be available in your accounting system in time to prepare the necessary reports. We also shall reconcile manually tracked information to what is in the accounting system when it is finally posted to the accounting system.

Specific additional terms and conditions

We may utilize certain third-party software and hardware (the "engagement tools") to perform the Services. The engagement tools are provided "as is," and none of EY or any other party involved in the creation, production or delivery of any engagement tool makes any warranties, express or implied, with respect to any thereof, including, without limitation, any implied warranty of merchantability or fitness for any particular purpose or use, or any warranty that the operation of any engagement tool will be uninterrupted, error free or that it will be compatible with any of your hardware or software.

We cannot and do not provide any assurance that our work and findings will either support or contradict any particular position. You agree that, because the Services are limited in nature and scope, they cannot be relied upon to unreasonably discover all documents and other information, or provide all analyses, that may be important to you or any matter.

Notwithstanding anything to the contrary in the Agreement or this SOW, we do not assume any responsibility for any third-party products, programs or services, their performance or compliance with your specifications or otherwise.

We have reviewed our available records to determine whether potential conflicts might arise out of our performance of the Services. However, the very nature, diversity, magnitude, and size of the Ernst & Young organization and its past and present professional relationships does not allow us to be certain that each and every possible relationship or potential conflict has come to our attention. If additional relevant relationships or potential conflicts come to our attention, we will promptly notify you. You agree that any EY Firm may provide the Services under this SOW, as well as services to other such parties, as long as (a) no member of the EY team performing these Services (the "EY Team") is part of any team serving other clients in connection with the Matter, and (b) the EY Team does not disclose to any other such team any confidential information relating to you (except as required by applicable law, regulation or professional obligation), in either case without your prior written consent.

If the performance of the Services is challenged on the basis of an alleged conflict of interest or alleged violation of independence requirements, including the requirements of the Sarbanes-Oxley Act of 2002 and the regulations promulgated thereunder you will promptly notify us, and we may engage our own legal counsel to contest any such challenge.

You shall not, while we are performing the Services hereunder and for a period of 12 months after they are completed, solicit for employment, or hire, any EY personnel involved in the performance of the Services, provided, that you may generally advertise available positions and hire EY personnel who either respond to such advertisements or who come to you on their own initiative without direct or indirect encouragement from you.

Compliance with U.S. immigration requirements may require EY to provide certain information to the U.S. Citizenship and Immigration Services ("USCIS") to confirm that EY employees on certain visas are, in fact, EY employees and not employees of Client or other clients of EY. This will include providing certain

information regarding work locations to support compliance with the visa requirements. As such, EY may disclose to USCIS information regarding this SOW, including Client's identity and location, as well as redacted agreements. Upon providing this information, EY will request that USCIS keep any such information confidential. In further support of these legal requirements, the U.S. Department of Labor (DOL) regulations, at 20 CFR § 655.734(a)(1)(ii)(A), require the posting of notice of a Labor Condition Application (LCA) in instances where individuals holding H-1B visas will be working on Client's premises. EY and Client will work together to develop an appropriate notice as required.

EY resources will be operating at all times as an employee of and under the direction and control of Ernst & Young U.S. LLP's management, and all activities including supervision, hiring and firing decisions, and performance evaluations are controlled by Ernst & Young U.S. LLP. Client will not have the right to control EY resources. At all times, EY resources will receive direction from an EY Manager while on-site at Client premises.

Timetable & Termination

Unless otherwise agreed, and subject to the General Terms and Conditions of the Agreement, we expect to perform the Services beginning in November 2021 and through December 31, 2024.

This Agreement may be terminated by the Client 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 Agreement 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 Agreement 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 Agreement is terminated due to the Client's substantial failure to perform, EY shall be paid for labor and expenses incurred to date, subject to setoff for any damages, losses or claims against the Client resulting from or relating to EY's performance or failure to perform under this Agreement.

In the event of termination by the Client upon notice and without cause, upon completion of any phase of the services under the Matter under this SOW, fees due EY for services rendered through such phase shall constitute total payment for services. In the event of such termination by the Client during any phase of the Services hereunder, EY 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, EY also will be reimbursed for the charges of independent professional associates and contractors employed by EY the Contractor to render 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.

Contacts

You have identified Kane County ARP Program Manager as your contact with whom we should communicate about these Services. Your contact at EY for these Services will be Gary Burke.

Fees

The General Terms and Conditions of the Agreement address our fees and expenses generally. The obligation to pay our fees is not contingent upon the nature of our findings or the outcome of the Matter.

You shall pay our fees for the Services based on actual time incurred at the following hourly rates, plus expenses:

<u>Rank</u>	<u>Hourly rate</u>
Partner/Principal/Executive Director	\$309
Senior Manager	\$299
Manager	\$269
Senior	\$229
Staff/Associate	\$179

Based on the information provided by the County in the RFP, related FAQs and our discussion during the oral presentation, we estimate the cost for initial services beginning in November 2021 and extending through May 2022 are expected to be no more than \$649,603.93 using the above rate card.

The estimated initial fees begin in November 9, 2021 and extend through May 2022. Based on the ARPA program, we would expect the engagement period to be through December 2024. The fees associated with requested services will be incurred and billed based on the above rate card with a total amount not to exceed \$1,000,000 (one million dollars) unless prior approval by the Kane County Board.

We will bill you for our fees and expenses incurred (and applicable taxes, if any) once per month, in summary fashion, including information as to total hours and applicable rates. EY will maintain detailed records for billing and will be available upon request. Payment is due upon receipt of our invoice in compliance with the Illinois Local Government Prompt Payment Act. All amounts due must be paid to us in full before we will issue any Report or provide testimony, or upon settlement or other resolution of the Matter.

In witness whereof, the parties have executed this SOW as of the date set forth above.

Ernst & Young LLP [replace with EY facsimile signature when final]

County of Kane

By: _____
Name:
Title:

Accepted by:

[Addressee]

By: _____

Third Amendment to Statement of Work

This amendment, dated Month XX, 2024 (this “Third Amendment”) amends the Statement of Work, dated, November 11, 2021, as amended by the Second Amendment, (the “Amended SOW” and as modified by this Third Amendment, the “SOW”), between Ernst & Young LLP (“we” or “EY”) and the County of Kane (“you” or “Client”) related to the provision of advisory services in connection with your request for professional management services for Federal recovery funding including American Rescue Plan Act (“ARP”) funding. Capitalized terms used, but not otherwise defined, in this Amendment shall have the respective meanings ascribed to them in the Amended SOW and identical terms defined in this Amendment and in the Amended SOW shall have the respective meanings ascribed to them herein. The Amended SOW was executed pursuant to the agreement, dated November 11, 2021, between EY and the County of Kane.

EY and the County of Kane entered into a First Amendment to Statement of Work, dated October 17, 2022 (“First Amendment”), for services in connection with the Federal Emergency Management Agency Public Assistance grant program, and support as requested for any other state or federal relief programs related to COVID-19. The additional terms and conditions of this Third Amendment shall apply only to the Services covered by this Third Amendment and the Amended SOW, and not to the Services covered by the First Amendment.

The purpose of this Third Amendment is to add \$1,082,034 to the Amended SOW not to exceed amount of \$1,900,000 for a revised total not to exceed amount of \$2,982,034 for services performed between November 9, 2021 and April 30, 2027. For the below amendments in this Third Amendment, the term “rate card” refers to the rate card in the Original SOW, dated November 11, 2021.

Except as modified by this Amendment, all terms and conditions of the Amended SOW shall continue in full force and effect and be unaffected by this Amendment.

Scope of services

We will continue providing advisory services in connection with your request for professional management services for Federal recovery funding including American Rescue Plan Act (“ARP”) funding (the “Matter”). Under your direction, we will continue reviewing the facts of the Matter, and consult with you where you require our assistance.

In addition to the services set out in the Amended SOW, we shall perform the following additional services (such additional services, together with the services described in the Amended SOW, the “Services”):

Project compliance procedures:

- ▶ Provide analysis of the procurement procedures performed in sourcing and selecting the vendors against federal requirements.
- ▶ Provide analysis of contracts/contracting vehicles used in the procurement for compliance with federal requirements.
- ▶ Evaluate project expenditures for contractual and federal compliance.

DRAFT

- ▶ Evaluate subrecipient risk assessments and assisting in drafting subrecipient agreements.
- ▶ Provide analysis of expenditures/payments to the subrecipient administering the program
- ▶ Conduct subrecipient monitoring focused on compliance with the subrecipient agreement programmatic rules, eligibility requirements as well as performance of subrecipient monitoring on grantees/beneficiaries of the program.

Timetable and Termination

Under this section, the Amended SOW language “Unless otherwise agreed, and subject to the General Terms and Conditions of the Agreement, we expect to perform the Services beginning in November 2021 and through December 31, 2024” is amended to provide “Unless otherwise agreed, and subject to the General Terms and Conditions of the Agreement, we expect to perform the Services beginning in November 2021 and through April 30, 2027.”

Fees

Under this section, the Amended SOW language “The estimated fees begin in November 9, 2021 and extend through December 2024. The fees associated with requested services will be incurred and billed based on the above rate card with a total amount not to exceed \$1,900,000 (one million nine hundred thousand dollars) unless prior approval by the Kane County Board” is amended to “The estimated fees begin in November 9, 2021 and extend through April 30, 2027. The fees associated with requested services will be incurred and billed based on the above rate card with a total amount not to exceed \$2,982,034 (two million nine hundred and eighty two thousand thirty four dollars) unless prior approval by the Kane County Board.”

DRAFT

EXHIBIT C

In witness whereof, the parties have executed this Amendment as of the date set forth above.

Ernst + Young LLP

County of Kane

By: _____

Name:

Title:

DRAFT

STATE OF ILLINOIS)
)
 SS.
COUNTY OF KANE)

RESOLUTION NO. 23-139

**AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH THE KANE
COUNTY AMERICAN RESCUE PLAN CONSULTANT AND
CORRESPONDING USE OF ADDITIONAL STATE AND LOCAL FISCAL
RECOVERY**

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 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 Resolutions 21-313 and 22-288, the Kane County Board established the American Rescue Plan Committee ("ARPC") as a resource to research, study, plan, and make recommendations for the best allocation and uses of the County's SLFRF and any other Federal or State funds that respond to the COVID-19 public health emergency and its negative economic impacts; and

WHEREAS, SLFRF may be used for administrative expenses involved in administering the County's American Rescue Plan Program, and for administrative costs associated with County programs and activities responding to the COVID-19 public health emergency and its negative economic impacts; and

WHEREAS, by Resolution 21-508, the Kane County Board authorized the Kane County Board Chairman to execute a professional services agreement with Ernst & Young LLP for a period of up to 5 (five) years for the services related to the planning, accounting, distribution, and reporting of SLFRF in compliance and in accordance with applicable Federal and State laws in an amount not to exceed \$1,000,000 (One Million Dollars) with all invoices to be approved by the County Board; and

WHEREAS, on November, 15, 2021, the Kane County Board Chairman executed a professional services agreement with Ernst & Young LLP ("Exhibit A"), with an expected term through December 2024, and with fees associated with the County's requested services not to exceed \$1,000,000 (One Million Dollars) unless approved by the Kane County Board; and

WHEREAS, to ensure the best allocation of the County's SLFRF, the Kane County American Rescue Plan Program Manager has indicated that it will be necessary to allocate an additional \$900,000 (Nine Hundred Thousand Dollars) to compensate Ernst & Young LLP through December 2024 for the services related to the planning, accounting, distribution, and reporting of SLFRF; and

WHEREAS, the ARPC recommends that the County Board allocates an additional \$900,000 (Nine Hundred Thousand Dollars) of the County's SLFRF to compensate Ernst & Young LLP through December 2024 for the services related to the planning, accounting, distribution, and reporting of SLFRF; and

WHEREAS, the attached amendment ("Exhibit B") to the previously executed agreement is a draft version, subject to minor modifications, as agreed by County representatives, and with a final version to be prepared with approval by the State's Attorney's Office.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the County Board Chairman is authorized to execute an amendment to the professional services agreement with Ernst & Young LLP, for the services related to the planning, accounting, distribution, and reporting of SLFRF in compliance and in accordance with applicable Federal and State laws, which increases the total not to exceed amount for the ARPA engagement by \$900,000 (Nine Hundred Thousand Dollars), with all invoices to be approved by the County Board.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY the Kane County Board that \$900,000 (Nine Hundred Thousand Dollars) of the County's SLFRF shall be allocated to the funding of the professional services agreement with Ernst & Young LLP for the services related to the planning, accounting, distribution, and reporting of SLFRF, in accordance with ARPA, the Final Rule, and related guidance issued by the United States Department of the Treasury, and that the following budget adjustment be made to the Fiscal Year 2023 budget:

\$360,000	355.800.66871.50150	Contractual Consulting Services
(\$360,000)	355.800.668.85000	Allowance for Budget Expense

Line Item: 355.800.66871.50150

Line Item Description: Contractual/Consulting

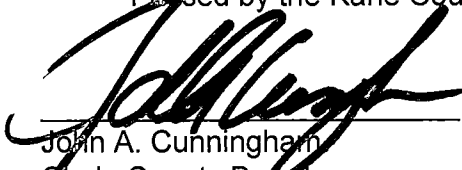
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? No

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

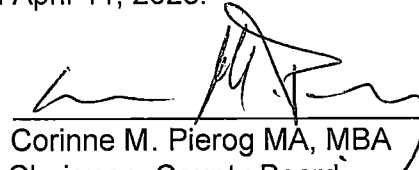
If funds are not currently available in the specified line item, where are the funds available?

355.800.668.85000- Allowance for Budget Expense

Passed by the Kane County Board on April 11, 2023.



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



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

Vote:

passed

Ex. A to
#23-139

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 21 - 508

AUTHORIZING AGREEMENT FOR PROFESSIONAL SERVICES OF A CONSULTING FIRM TO ASSIST IN PLANNING, ACCOUNTING, DISTRIBUTION AND REPORTING OF AMERICAN RESCUE PLAN ACT FUNDS AND CORRESPONDING BUDGET ADJUSTMENT

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act ("ARPA") to provide economic relief to State, Local, and Tribal governments responding to the Coronavirus pandemic; and

WHEREAS, the County of Kane will receive a total of \$103,413,041.00 (One Hundred Three Million, Four Hundred Thirteen Thousand, Forty-One Dollars) in ARPA funding from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds ("SLFRF") pursuant to ARPA, and has received its first payment of funds, in the amount of \$51,706,520.50 (Fifty-One Million, Seven Hundred Six Thousand, Five Hundred Twenty Dollars and Fifty Cents), and

WHEREAS, pursuant to ARPA the County shall use the SLFRF to defray costs associated with Coronavirus response within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery; and

WHEREAS, SLFRF may be used to cover administrative expenses, including a consultant, pursuant to ARPA; and

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

WHEREAS, the work of the ARPC will require the professional services of a certified and licensed consulting firm, over and above current staff resources; and

WHEREAS, it is in the best interests of the County to engage the services of a consulting firm to assist in the planning, accounting, distribution, and reporting of SLFRF in compliance and in accordance with applicable Federal and State laws; and

WHEREAS, the County has issued a request for proposal (RFP 39-021) to identify a consulting firm to provide such professional services and assist in planning, accounting, distribution and reporting of SLFRF received pursuant to ARPA on behalf of Kane County; and

WHEREAS, the County received five (5) responses from consulting firms to RFP 39-021; and

WHEREAS, the Chair of the American Rescue Plan Committee, in consultation with the County Board Chairman, pursuant to resolution 21-381 conducted an interview and hiring process involving the five (5) consulting firms, and selected the most qualified firm, Ernst & Young LLP and

WHEREAS, the consulting firm Ernst & Young LLP wishes to enter into an agreement with the County for the purpose of assisting with the planning, accounting, distribution, and reporting of SLFRF in compliance and in accordance with applicable Federal and State laws for a period of up to 5 (five) years; and

EXHIBIT A

WHEREAS, the terms and expected expenditure under the agreement are not final, but the expenditure will in no case exceed \$1,000,000 (One Million dollars) with all invoices to be approved by the County Board, unless further authorization is given by the Kane County Board; and

WHEREAS, it is estimated that expenditures under the agreement may be \$649,604 during the first six (6) months of the engagement; and

WHEREAS, the attached agreement ("Exhibit A") is a draft agreement, subject to minor modifications, as agreed by County representatives, and with a final draft to be prepared with approval by the State's Attorney's Office.

NOW, THEREFORE, BE IT RESOLVED, by the Kane County Board that the County Board Chairman is authorized to enter into a professional services agreement with Ernst & Young LLP for a period of up to 5 (five) years for the services related to the planning, accounting, distribution, and reporting of SLFRF in compliance and in accordance with applicable Federal and State laws in an amount not to exceed \$1,000,000 (One Million Dollars) with all invoices to be approved by the County Board, and to execute all documents related to the engagement of said firm, in a form to be approved by the State's Attorney's Office.

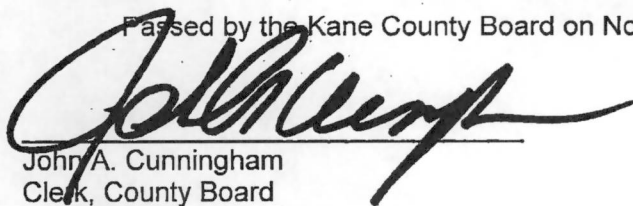
NOW, THEREFORE, BE IT FURTHER RESOLVED, that \$1,000,000 of the SLFRF funds received by the County shall be allocated to the funding of the professional services agreement with the selected consulting firm, pursuant to ARPA, and that the following budget adjustment be made to the Fiscal Year 2021 budget:

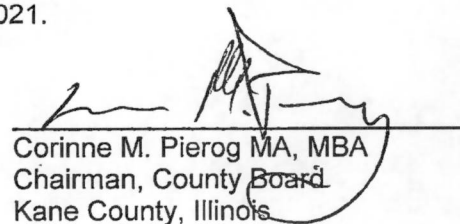
Account	Description	Amount
355.800.66871.50150	ARP Admin: Contractual -Ernst & Young	+\$100,000
355.800.668.85000	ARP: Contingency	- \$100,000

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the following budget adjustment be made to the Fiscal Year 2022 budget:

Account	Description	Amount
355.800.66871.50150	ARP Admin: Contractual -Ernst & Young	+\$549,604
355.800.000.39900	ARP: Cash on Hand	+ \$549,604

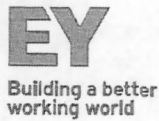
Passed by the Kane County Board on November 9, 2021.


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


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

Vote:
 [Unanimous]

21-11 Consult ARPA



Ernst & Young LLP
155 North Wacker Drive
Chicago, IL 60606-1787

Tel: +1 312 879 2000
Fax: +1 312 879 4000
ey.com

County of Kane
Attention: Chairman of the County Board
Kane County Board Member
719 S. Batavia Avenue, Bldg. A.
Geneva, IL 60134

November 11, 2021

Dear Board Chair Pierog:

Thank you for choosing Ernst & Young LLP ("we" or "EY") to perform professional services (the "Services") for the County of Kane ("you", "Client" or "County"). We appreciate the opportunity to assist you and look forward to working with you.

The enclosed Statement of Work describes the particular Services that we will perform in this engagement, as well as any advice, presentations, or filings to be made, our fees therefor, and any other arrangements for this engagement. All of the Services will be subject to the terms and conditions of this letter, its attachments, including the General Terms and Conditions, and the Statement of Work (together, this "Agreement").

We may enter into Statements of Work with you for a period of up to five years following the date of this letter, although we may agree with you to extend that period, including by executing additional Statements of Work referencing this Agreement. This agreement may be terminated in accordance with the terms in the attached Scope of Work.

Please sign this letter in the space provided below to indicate your agreement with these arrangements and return it to Gary Burke at your earliest convenience. If you have any questions about any of these materials, please do not hesitate to contact Gary Burke so that we can address any issues you identify before we begin to provide any Services.

Very truly yours,

Ernst & Young LLP

AGREED:

County of Kane

By: _____

Board Chair Pierog

[Handwritten signature]
November 15, 2021

General Terms and Conditions

Our relationship with you

1. We will perform the Services in accordance with applicable professional standards, including those established by the American Institute of Certified Public Accountants ("AICPA").
2. We are a member of the global network of Ernst & Young firms ("EY Firms"), each of which is a separate legal entity.
3. We will provide the Services to you as an independent contractor and not as your employee, agent, partner or joint venturer. Neither you nor we have any right, power or authority to bind the other.
4. We may subcontract portions of the Services to other EY Firms, who may deal with you directly. Nevertheless, we alone will be responsible to you for the Reports (as defined in Section 11), the performance of the Services, and our other obligations under this Agreement. From time to time, non-CPA personnel may perform the Services.
5. We will not assume any of your management responsibilities in connection with the Services. We will not be responsible for the use or implementation of the output of the Services, although we may otherwise provide advice and recommendations to assist you in your management functions and making decisions.

Your responsibilities

6. You shall assign a qualified person to oversee the Services. You are responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for your purposes.
7. You shall reasonably provide (or cause others to provide) to us, promptly, the information, resources and assistance (including access to records, systems, premises and people) that we reasonably require to perform the Services.
8. To the best of your knowledge, all information provided by you or on your behalf ("Client Information") will be accurate and complete in all material respects. The provision of Client Information to us will not infringe any copyright or other third-party rights.
9. We will rely on Client Information made available to us and, unless we expressly agree otherwise, will have no responsibility to evaluate or verify it unless otherwise agreed in this agreement or state of work.

10. You shall be responsible for your personnel's compliance with your obligations under this Agreement.

Our Reports

11. Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), may be used and relied upon consistent with the purposes set forth in the Statement of Work for which the Reports are prepared, to prepare and submit reports and information to the U.S. Treasury and published in accordance with Federal and/or State law, to publish report on the County's website, or any other necessary communication with applicants of Kane County's ARPA program.
12. Intentionally Deleted
13. Intentionally Deleted.
14. Intentionally Deleted
15. Intentionally Deleted

Limitations

16. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, any consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.
17. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, aggregate damages in excess of the two (2) times the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services. This limitation will not apply to losses caused by our fraud or willful misconduct or to the extent prohibited by applicable law or professional regulations.
18. Intentionally Deleted.
19. You may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other EY Firm or our or its members, shareholders, directors, officers, partners, principals or employees ("EY Persons"). You shall make any claim or bring proceedings only against us. The provisions of Sections 16 through 19 are intended

to benefit the other EY Firms and all EY Persons, who shall be entitled to enforce them.

Indemnity

- 20 Intentionally Deleted.

Intellectual property rights

21. We may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how that we own or license ("**Materials**") in performing the Services with Kane County's approval and consent. Notwithstanding the delivery of any Reports, we retain all preexisting EY intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in connection with the Services (but not Client Information reflected in them). Reports and other deliverables will be property of Kane County.
22. You may use the Reports relating to the Services, as well as any Materials owned by us that are included therein, solely to the extent necessary to use the Reports.

Confidentiality

23. Except as otherwise permitted by this Agreement, or as discussed in public, or as used in connection with any reporting requirements by the U.S. Department of Treasury, or as required under other Federal or State law, including but not limited to the Illinois Freedom of Information Act, 5 ILCS 140.1, et seq., neither of us may disclose any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of us may, however, disclose such information to the extent that it:
- (a) is or becomes public other than through a breach of this Agreement,
 - (b) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,
 - (c) was known to the recipient at the time of disclosure or is thereafter created independently,
 - (d) is disclosed as necessary to enforce the recipient's rights under this Agreement, or
 - (e) must be disclosed under applicable law, legal process or professional regulations.
24. Either of us may use electronic media to correspond or transmit information and such use will not in itself

constitute a breach of any confidentiality obligations under this Agreement.

25. Unless prohibited by applicable law, we may provide Client Information to other EY Firms (which are listed at www.ey.com) and EY Persons, as well as external third parties providing services on our or their behalf, who may collect, use, transfer, store or otherwise process (collectively, "**Process**") it in various jurisdictions in which they operate in order to facilitate performance of the Services, to comply with regulatory requirements, to check conflicts, to provide financial accounting and other administrative, infrastructure and security support services or for quality and risk management purposes. We shall be responsible to you for maintaining the confidentiality of Client Information, regardless of where or by whom such information is Processed on our behalf.
26. With respect to any Services, if U.S. Securities and Exchange Commission auditor independence requirements apply to the relationship between you or any of your associated entities and any EY Firm, you represent, to the best of your knowledge, as of the date of this Agreement and as of the date of the Statement of Work hereunder, that neither you nor any of your affiliates has agreed, either orally or in writing, with any other advisor to restrict your ability to disclose to anyone the tax treatment or tax structure of any transaction to which the Services relate. An agreement of this kind could impair an EY Firm's independence as to your audit or that of any of your affiliates, or require specific tax disclosures as to those restrictions. Accordingly, you agree that the impact of any such agreement is your responsibility.

Data protection

27. If we Process Client Information that can be linked to specific individuals ("**Personal Data**"), we will Process it in accordance with Section 25 of this Agreement, as well as law and professional regulations applicable to us. We will also require any service provider that Processes Personal Data on our behalf to provide at least the same level of protection for such data as is required by such legal and regulatory requirements. If Personal Data relating to a data subject in the UK, European Union or Switzerland (collectively, "**European Personal Data**") is required for EY to perform the Services, the parties agree to negotiate in good faith a data transfer addendum intended to validate the transfer of such European Personal Data by Company to EY prior to such transfer. If any Client Information is protected health information under the Health Insurance Portability and Accountability Act, as amended, this Agreement is deemed to incorporate all of the terms otherwise required to be included in a business associate contract relating to such information.

28. You warrant that you have the authority to provide the Personal Data to us in connection with the performance of the Services and that the Personal Data provided to us has been Processed in accordance with applicable law. In order to provide the Services, we may need to access Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("**Restricted Personal Data**"). In the event that we need access to such information, you will consult with us on appropriate measures (consistent with professional standards applicable to us) to protect the Restricted Personal Data, such as deleting or masking unnecessary information before it is made available to us, encrypting any data transferred to us, or making the data available for on-site review at a Client site. You will provide us with Restricted Personal Data only in accordance with mutually agreed protective measures.

Fees and expenses generally

29. You shall pay our professional fees and specific expenses in connection with the Services as detailed in the Statement of Work. You shall also reimburse us for other reasonable expenses for which you have given prior authorization and which have been incurred in performing the Services. Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which you shall pay (other than taxes imposed on our income generally). Unless otherwise set forth in the applicable Statement of Work, payment is due within 60 days following receipt of each of our invoices. We may receive rebates in connection with certain purchases, which we use to reduce charges that we would otherwise pass on to you.
30. We may charge reasonable additional professional fees if events beyond our control (including your acts or omissions) affect our ability to perform the Services as originally planned or if you ask us to perform additional tasks.
31. If we are required by applicable law, legal process or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, you shall reimburse us for any reasonable professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless we are a party to the proceeding or the subject of the investigation.

Force majeure

32. Neither you nor we shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond your or our reasonable control.

Term and termination

33. This Agreement and Statement of Work applies to the Services whenever performed.
34. This Agreement shall terminate upon the completion of the Services. Either of us may terminate it as provided in the Statement of Work.
35. You shall pay us for all work-in-progress, Services already performed, and expenses incurred by us up to and including the effective date of the termination of this Agreement. Payment is due within 60 days following receipt of our invoice for these amounts.
36. The provisions of this Agreement, including Section 14 and otherwise with respect to Reports, that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement, except that our respective confidentiality obligations (other than those relating to Reports or under Section 14) shall continue thereafter for three years only.

Governing law and dispute resolution

37. This Agreement, and any non-contractual matters or obligations arising out of this Agreement or the Services, including (without limitation) claims arising in tort, fraud, under statute or otherwise relating to the Services, or questions relating to the scope or enforceability of this Section 37, shall be governed by, and construed in accordance with, the laws of Illinois applicable to agreements made, and fully to be performed, therein by residents thereof. Any and all disputes and/or claims arising from the terms of this agreement or performances hereunder shall be brought in the courts of the 16th Judicial Circuit, Kane County, Illinois and/or the United States District Court for the Northern District of Illinois.

Miscellaneous

38. This Agreement constitutes the entire agreement between us as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered. In addition, any policy, protocol, agreement (other than this Agreement) or other instrument, in whatever form, imposed at any time that purports to obligate EY, any other EY Firm or any EY Person with respect to the use of Client Information shall be void and of no further effect, and you shall not seek to enforce any such obligation.
39. Both of us may execute this Agreement (including the Statement of Work), as well as any modifications thereto, by electronic means and each of us may sign a

different copy of the same document. Both of us must agree in writing to modify this Agreement or the Statement of Work.

40. Each of us represents to the other that each person signing this Agreement or the Statement of Work on its behalf is expressly authorized to execute it and to bind such party to its terms. You also represent that this Agreement has, if necessary, been considered and approved by your Audit Committee. You represent that your affiliates and any others for whom Services are performed shall be bound by the terms of this Agreement.
41. You agree that we and the other EY Firms may, subject to professional obligations, act for other clients, including your competitors.
42. Neither of us may assign any of our rights, obligations or claims arising out of or related to this Agreement or any Services.
43. If any non-material provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the remainder of the agreement shall remain in full force and effect if it can be remain in effect without such invalid provisions.
44. If there is any inconsistency between provisions in different parts of this Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the Cover Letter, (b) the Statement of Work and any attachments thereto, (c) these General Terms and Conditions, and (d) other attachments to this Agreement.
45. Neither of us may use the other's name, logo or trademarks publicly without the other's prior written consent, although we may publicly identify you as a client in connection with specific Services or generally.
46. Intentionally Deleted.

EXHIBIT A

This page is intentionally blank.

Statement of Work

This Statement of Work, dated November 11, 2021 (this "SOW"), is made by Ernst & Young LLP ("we" or "EY") and the County of Kane, ("you" or the "Client"), pursuant to the Agreement, dated November 11, 2021 (the "Agreement"), between EY and the County of Kane.

Except as otherwise set forth in this SOW, this SOW incorporates by reference, and is deemed to be a part of, the Agreement. The additional terms and conditions of this SOW shall apply only to the advisory Services covered by this SOW and not to Services covered by any other Statement of Work pursuant to the Agreement. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings in the Agreement, and references in the Agreement to "you" or "Client" shall be deemed references to you.

If you ask us to begin work before you execute and return this SOW to us, you will be deemed to have agreed to its terms.

Scope of Services

We will provide advisory services in connection with your request for professional management services for Federal recovery funding including American Rescue Plan Act ("ARP") funding (the "Matter"). Under your direction, we will review the facts of the Matter, and consult with you where you require our assistance. We contemplate performing the following services over the term of the engagement. We may, in addition, perform one or more of the following procedures as the parties agree and consider necessary to express a professional conclusion on the matters you identify:

Recovery Plan and Administration of ARP Funds:

- ▶ Provide assistance to identify and define stakeholders and team.
- ▶ Assist the County in the Identification and definition of roles and responsibilities related to the Matter's administration and compliance.
- ▶ Assist in the development of a roadmap and implementation plan with a detailed timeline in collaboration with Kane County Program Manager. This includes identifying current systems/methods in place that can be used to track ARP funds and projects.
- ▶ Assist Kane County and the Kane County Program Manager in the development and drafting of Recovery Plan Performance Reports that are required to be submitted to U.S. Treasury and posted to public website.
- ▶ Development of project/program specific requirements (application process, risk assessment, approval process, monitoring plan, required documentation, meeting deadline/milestones).
- ▶ Provide assistance to Kane County Program Manager in the facilitation of committee and community discussion concerning recovery plan.
- ▶ Evaluation of community feedback/proposed projects as requested by the Kane County American Rescue Plan Committee.
- ▶ Research on eligibility of potential projects and provide a written analysis and recommendation for each project as it relates to compliance with Federal and/or State regulations associated with the ARP funding (including U.S. Treasury and/or Kane County's eligibility requirements).

EXHIBIT A

- ▶ Identify, quantify, assess, document, and prepare written analysis and recommendation on the eligibility of potential/actual expenditures by the County, its departments and its sub-recipients as it relates to ARP funding (including U.S. Treasury and/or Kane County's eligibility requirements).
- ▶ Maintain and track expenses related to ARP funds and assist in reconciling tracked information with information posted in Kane County's accounting system.
- ▶ Assess current processes and make recommendations to improve, if necessary, to meet Federal and County Requirements.

Reporting:

- ▶ Assist the County and its Kane County ARP Program Manager in the completion of reports and deadlines required by U.S. Treasury guidance as requested by the County (including but not limited to U.S. Treasury requirements and its quarterly Project and Expenditure Reports and the annual Recovery Plan Performance Report).
- ▶ Assisting the County and its Program Manager in organization of program information and data to submit to the U.S. Treasury and the Kane County American Rescue Plan Committee as requested by the County.
- ▶ Prepare documentation advice related to all reports submitted to the Treasury and/or the Kane County American Rescue Plane Committee.
- ▶ Provide advisory services and recommendations related to the County's financial reporting of ARP funding in accordance with Generally Accepted Accounting Principles (GAAP).
- ▶ Assist County staff with progress update documentation and participate in ARP Committee meetings if requested.
- ▶ Assist the County with communicating with Federal and State regulators and representatives regarding the County's compliance and planned or actual use of ARP funding.

Close out:

- ▶ Initial development of close-out strategies (checklists, document retention requirements, federal reporting requirements, etc.)
- ▶ Assist the County in its response to requests from Federal, State, or County internal or external auditors and, additionally, will continue to assist in responding to any audit of Kane County regarding ARP funding after December 31, 2024.

We currently do not contemplate preparing a written EY branded narrative report indicating the specific work EY performed and our result. We currently do contemplate assisting the County and the Kane County Program Manager prepare documentation necessary for the management of the Matter and for inclusion of the County's reporting pursuant to the U.S. Treasury's reporting requirements.

Limitations on scope

We will not provide litigation services, legal opinions, or expert witness services in connection with this matter. We will also not provide any accounting or GAAP conclusions, but will provide recommendations as set forth in this Agreement and Statement of Work. We may be able to provide such services under a separate Statement of Work.

The Services are advisory in nature. EY will not render an assurance report or opinion under the Agreement, nor will the Services constitute an audit, review, examination, or other form of attestation as those terms are defined by applicable professional standards, including AICPA Standards for Consulting Services. None of the Services or any Reports will constitute any legal opinion or advice. None of the Services or any Reports will constitute any tax opinion or advice. Our procedures are not designed to and may not detect any or all fraudulent activities or illegal acts. EY will provide recommendations and assist in responding to audits as set forth in this Agreement and Statement of Work.

We will not identify, address or correct any errors or defects in any computer systems, other devices or components thereof ("Systems"), whether or not due to imprecise or ambiguous entry, storage, interpretation or processing or reporting of data. We will not be responsible for any defect or problem arising out of or related to data processing in any Systems.

Unless discussed and mutually agreed to in advance, EY will not participate in recording meetings. EY acknowledges activity and discussion related to the Matter will occur at public meetings, which will be recorded.

Your specific obligations

You shall notify us promptly in writing upon becoming aware of (A) changes in the status of the Matter in connection with which the Services are provided, or (B) objections or issues with respect to the performance of the Services.

We also draw your attention to the reservations set out in paragraph 5 of the General Terms and Conditions of the Agreement, as well as your management responsibilities under paragraph 6 thereof and your representation, as of the date hereof, under paragraph 26 thereof.

Final decision on all funding approvals will be made by the County and physical disbursement of funds will be executed by the County.

You shall make all management decisions and perform all management functions in relation to your Federal funding. You will provide oversight for EY's work by designating appropriate staff from County to coordinate EY's efforts within the County and coordinate interactions with applicants, state agency representatives, or other Federal funding sources, as required.

You shall designate appropriate staff relative to technical programmatic, accounting and finance issues, questions or requests who possess the technical ability to review and understand EY's work. You shall review and be responsible for the final approval of all EY deliverables.

- We shall support review and approval processes for expenses charged to the fund, including any grant applications, and prepare or to assist with preparing any reports that are required for the Committee, the Board and for the federal government.

- We shall track expenses manually or in our proprietary tools, so as to be able to report information on a more timely basis, since information may not be available in your accounting system in time to prepare the necessary reports. We also shall reconcile manually tracked information to what is in the accounting system when it is finally posted to the accounting system.

Specific additional terms and conditions

We may utilize certain third-party software and hardware (the "engagement tools") to perform the Services. The engagement tools are provided "as is," and none of EY or any other party involved in the creation, production or delivery of any engagement tool makes any warranties, express or implied, with respect to any thereof, including, without limitation, any implied warranty of merchantability or fitness for any particular purpose or use, or any warranty that the operation of any engagement tool will be uninterrupted, error free or that it will be compatible with any of your hardware or software.

We cannot and do not provide any assurance that our work and findings will either support or contradict any particular position. You agree that, because the Services are limited in nature and scope, they cannot be relied upon to unreasonably discover all documents and other information, or provide all analyses, that may be important to you or any matter.

Notwithstanding anything to the contrary in the Agreement or this SOW, we do not assume any responsibility for any third-party products, programs or services, their performance or compliance with your specifications or otherwise.

We have reviewed our available records to determine whether potential conflicts might arise out of our performance of the Services. However, the very nature, diversity, magnitude, and size of the Ernst & Young organization and its past and present professional relationships does not allow us to be certain that each and every possible relationship or potential conflict has come to our attention. If additional relevant relationships or potential conflicts come to our attention, we will promptly notify you. You agree that any EY Firm may provide the Services under this SOW, as well as services to other such parties, as long as (a) no member of the EY team performing these Services (the "EY Team") is part of any team serving other clients in connection with the Matter, and (b) the EY Team does not disclose to any other such team any confidential information relating to you (except as required by applicable law, regulation or professional obligation), in either case without your prior written consent.

If the performance of the Services is challenged on the basis of an alleged conflict of interest or alleged violation of independence requirements, including the requirements of the Sarbanes-Oxley Act of 2002 and the regulations promulgated thereunder you will promptly notify us, and we may engage our own legal counsel to contest any such challenge.

You shall not, while we are performing the Services hereunder and for a period of 12 months after they are completed, solicit for employment, or hire, any EY personnel involved in the performance of the Services, provided, that you may generally advertise available positions and hire EY personnel who either respond to such advertisements or who come to you on their own initiative without direct or indirect encouragement from you.

Compliance with U.S. immigration requirements may require EY to provide certain information to the U.S. Citizenship and Immigration Services ("USCIS") to confirm that EY employees on certain visas are, in fact, EY employees and not employees of Client or other clients of EY. This will include providing certain

information regarding work locations to support compliance with the visa requirements. As such, EY may disclose to USCIS information regarding this SOW, including Client's identity and location, as well as redacted agreements. Upon providing this information, EY will request that USCIS keep any such information confidential. In further support of these legal requirements, the U.S. Department of Labor (DOL) regulations, at 20 CFR § 655.734(a)(1)(ii)(A), require the posting of notice of a Labor Condition Application (LCA) in instances where individuals holding H-1B visas will be working on Client's premises. EY and Client will work together to develop an appropriate notice as required.

EY resources will be operating at all times as an employee of and under the direction and control of Ernst & Young U.S. LLP's management, and all activities including supervision, hiring and firing decisions, and performance evaluations are controlled by Ernst & Young U.S. LLP. Client will not have the right to control EY resources. At all times, EY resources will receive direction from an EY Manager while on-site at Client premises.

Timetable & Termination

Unless otherwise agreed, and subject to the General Terms and Conditions of the Agreement, we expect to perform the Services beginning in November 2021 and through December 31, 2024.

This Agreement may be terminated by the Client 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 Agreement 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 Agreement 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 Agreement is terminated due to the Client's substantial failure to perform, EY shall be paid for labor and expenses incurred to date, subject to setoff for any damages, losses or claims against the Client resulting from or relating to EY's performance or failure to perform under this Agreement.

In the event of termination by the Client upon notice and without cause, upon completion of any phase of the services under the Matter under this SOW, fees due EY for services rendered through such phase shall constitute total payment for services. In the event of such termination by the Client during any phase of the Services hereunder, EY 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, EY also will be reimbursed for the charges of independent professional associates and contractors employed by EY the Contractor to render 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.

Contacts

You have identified Kane County ARP Program Manager as your contact with whom we should communicate about these Services. Your contact at EY for these Services will be Gary Burke.

Fees

The General Terms and Conditions of the Agreement address our fees and expenses generally. The obligation to pay our fees is not contingent upon the nature of our findings or the outcome of the Matter.

You shall pay our fees for the Services based on actual time incurred at the following hourly rates, plus expenses:

<u>Rank</u>	<u>Hourly rate</u>
Partner/Principal/Executive Director	\$309
Senior Manager	\$299
Manager	\$269
Senior	\$229
Staff/Associate	\$179

Based on the information provided by the County in the RFP, related FAQs and our discussion during the oral presentation, we estimate the cost for initial services beginning in November 2021 and extending through May 2022 are expected to be no more than \$649,603.93 using the above rate card.

The estimated initial fees begin in November 9, 2021 and extend through May 2022. Based on the ARPA program, we would expect the engagement period to be through December 2024. The fees associated with requested services will be incurred and billed based on the above rate card with a total amount not to exceed \$1,000,000 (one million dollars) unless prior approval by the Kane County Board.

We will bill you for our fees and expenses incurred (and applicable taxes, if any) once per month, in summary fashion, including information as to total hours and applicable rates. EY will maintain detailed records for billing and will be available upon request. Payment is due upon receipt of our invoice in compliance with the Illinois Local Government Prompt Payment Act. All amounts due must be paid to us in full before we will issue any Report or provide testimony, or upon settlement or other resolution of the Matter.

In witness whereof, the parties have executed this SOW as of the date set forth above.

Ernst + Young LLP

County of Kane

By: *[Signature]*
Name: *[Signature]*
Title: *Kane County Board Chairman*

Second Amendment to Statement of Work

This amendment, dated Month XX, 2023 (this “Second Amendment”) amends the Statement of Work, dated, November 11, 2021 (the “Original SOW” and as modified by this Second Amendment, the “SOW”), between Ernst & Young LLP (“we” or “EY”) and the County of Kane (“you” or “Client”) related to the provision of advisory services in connection with your request for professional management services for Federal recovery funding including American Rescue Plan Act (“ARP”) funding. Capitalized terms used, but not otherwise defined, in this Second Amendment shall have the respective meanings ascribed to them in the Original SOW and identical terms defined in this Second Amendment and in the Original SOW shall have the respective meanings ascribed to them herein. The Original SOW was executed pursuant to the agreement, dated November 11, 2021, between EY and the County of Kane.

EY and the County of Kane entered into a First Amendment to Statement of Work, dated October 17, 2022 (“First Amendment”), for services in connection with the Federal Emergency Management Agency Public Assistance grant program, and support as requested for any other state or federal relief programs related to COVID-19. The services under the First Amendment are expected to be performed during the period from October 17, 2022 to October 16, 2023. The additional terms and conditions of this Second Amendment shall apply only to the Services covered by this Second Amendment and the Original SOW, and not to the Services covered by the First Amendment.

Except as modified by this Second Amendment, all other terms and conditions of the Original SOW shall continue in full force and effect and be unaffected by this Second Amendment.

Scope of services

We will continue providing advisory services in connection with your request for professional management services for Federal recovery funding including American Rescue Plan Act (“ARP”) funding (the “Matter”). Under your direction, we will continue reviewing the facts of the Matter, and consult with you where you require our assistance.

In addition to the services set out in the Original SOW, we shall perform the following additional services (such additional services, together with the services described in the Original SOW, the “Services”):

Project compliance procedures:

- ▶ Provide analysis of the procurement procedures performed in sourcing and selecting the vendors against federal requirements.
- ▶ Provide analysis of contracts/contracting vehicles used in the procurement for compliance with federal requirements.
- ▶ Evaluate project expenditures for contractual and federal compliance.
- ▶ Evaluate subrecipient risk assessments and assisting in drafting subrecipient agreements.
- ▶ Provide analysis of expenditures/payments to the subrecipient administering the program

- ▶ Conduct subrecipient monitoring focused on compliance with the subrecipient agreement programmatic rules, eligibility requirements as well as performance of subrecipient monitoring on grantees/beneficiaries of the program.

Fees

The purpose of this Second Amendment is to add \$900,000 to the Original SOW not to exceed amount of \$1,000,000 for a revised total not to exceed amount of \$1,900,000 for services performed between November 9, 2021 and December 31, 2024. For the below amendment in this Second Amendment, the term “rate card” refers to the rate card in the Original SOW, dated November 11, 2021.

The Original SOW language “The estimated initial fees begin in November 9, 2021 and extend through May 2022. Based on the ARPA program, we would expect the engagement period to be through December 2024. The fees associated with requested services will be incurred and billed based on the above rate card with a total amount not to exceed \$1,000,000 (one million dollars) unless prior approval by the Kane County Board” is amended to “The estimated fees begin in November 9, 2021 and extend through December 2024. The fees associated with requested services will be incurred and billed based on the above rate card with a total amount not to exceed \$1,900,000 (one million nine hundred thousand dollars) unless prior approval by the Kane County Board.”

EXHIBIT B

In witness whereof, the parties have executed this Amendment as of the date set forth above.

Ernst & Young LLP

By: _____
Gary Burke
Partner

County of Kane

By: _____
Name:
Title:

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	5.20.2024
Fund	355
Category (<i>Personnel Services, Contractual Services, Commodities, or Capital</i>)	Contractual
Increase or Decrease	Increase
Amount	\$220,000

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

Fourth Amendment to the professional services agreement with Ernst & Young LLP
 Compliance with United State Code of Federal Regulations 2 CFR 200

Submitted by

Signature of Elected Official or Department Executive Director

Suzanne Fahnestock

May 20.2024

Category	Account	Approved Budget	Debit	Credit
Personnel Services				
Contractual Services	355.800.66871.50150	\$220,000	\$220,000	
Commodities				
Capital				
Contingency	355.800.668.85000	\$220,000		\$220,000

Reviewed by

Emergency Appropriation has been reviewed by Finance Department

Executive Director *Kathleen Hopkinson* Date 5-23-2024

STATE OF ILLINOIS)
 SS.
COUNTY OF KANE)

RESOLUTION NO. 24-226

APPROVING TWO APPLICANTS FOR PROTECTION THROUGH THE FARMLAND PROTECTION PROGRAM

WHEREAS, Ordinance 01-67, Adopting and Implementing the Kane County Agricultural Conservation Easement and Farmland Protection Program, was passed by the Kane County board on April 10, 2001; and

WHEREAS, Ordinance 01-67 authorizes the board to acquire conservation interests in real property for the purpose of rural and farmland protection; and

WHEREAS, the Kane County Agricultural Conservation Easement and Farmland Protection Commission met on April 29, 2024 and recommends to the Kane County Board the following farms for land protection: Herbert G. & Alvena H. Ruh Declaration of Trust Farm and James B. Long Farm.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board approves the two applicants listed for farmland protection as local and federal funding are available.

Passed by the Kane County Board on June 11, 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 Two Applicants for Protection Through the Farmland Protection Program

Committee Flow:

Agriculture Committee, Executive Committee, County Board

Contact:

Sarahy Castro, Farmland Preservation Administrator
630-232-3483

Budget Information:

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

Summary:

This resolution authorizes the County Board to approve two candidate farms for protection with conservation easements through the Kane County Farmland Protection Program.

STATE OF ILLINOIS)
 SS.
COUNTY OF KANE)

RESOLUTION NO. 24-227

**AMENDING THE HOUSING AND COMMUNITY DEVELOPMENT
CONSOLIDATED PLAN**

WHEREAS, Kane County Board Resolution No. 97-344 established the Kane County Community Development Block Grant (CDBG) Program, and Resolution No. 04-06 established the Kane-Elgin HOME Consortium; and

WHEREAS, said programs are funded by the U.S. Department of Housing and Urban Development (HUD) and are to be implemented in a manner consistent with the priorities and strategies identified in the local jurisdiction’s Housing and Community Development Consolidated Plan; and

WHEREAS, the County’s Consolidated Plan, which covers a five-year period including Program Years 2020 through 2024, was approved by the Kane County Board with the passage of Resolution No. 20-104; and

WHEREAS, said plan must be updated periodically to identify priorities and objectives for each program year, and to include programs and projects that will be undertaken with Federal funds; and

WHEREAS, the County has been notified that it will receive various Federal funding awards during Program Year 2024.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Housing and Community Development Consolidated Plan for Program Years 2020 through 2024 is hereby amended to identify priorities and objectives for Program Year 2024, and to include programs and projects that will be undertaken with funds, totaling \$4,370,413, awarded by the Federal government.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Kane County Board Chairman and the Director of the Office of Community Reinvestment are authorized to sign applications, agreements, certifications, reports, and other documents required in order to complete the activities described in the plan.

Passed by the Kane County Board on June 11, 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 the Housing and Community Development Consolidated Plan

Committee Flow:

Development Committee, Executive Committee, County Board

Contact:

Scott Berger, 630.208.5351

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$4,370,413
If not budgeted, explain funding source: N/A	

Summary:

The attached resolution amends the County's Housing and Community Development Consolidated Plan to include programs and projects to be undertaken with funds from the Federal government during Program Year 2024. See the attached executive summary for an overview of the housing and community development activities to be included in the plan.

Kane-Elgin HOME Consortium

2024 Annual Action Plan

Executive Summary

The Kane County/City of Elgin HOME Consortium is a city-county partnership authorized by HUD for the purpose of receiving Federal HOME Investment Partnership Program (HOME) funds. It consists of Kane County – including the twenty-four municipalities that participate in the county’s Community Development Block Grant (CDBG) Program – and the City of Elgin, which receives CDBG funds directly from HUD. The Consortium must prepare an Annual Action Plan, which meets Federal requirements, in order to receive both CDBG and HOME funds.

The major goals of the CDBG and HOME program are to develop viable urban communities by:

- Providing decent, safe and sanitary housing;
- Fostering suitable living environments; and
- Expanding economic opportunities for lower-income residents.

The U.S. Department of Housing and Urban Development (HUD) determines each entitlement jurisdiction’s annual funding awards using formulas that incorporate several objective measures of community need.

In order to receive CDBG and HOME funds, HUD requires local jurisdictions to prepare a Consolidated Plan every five years in order to identify affordable housing and community development needs. As members of the Kane-Elgin HOME Consortium, both the City and County satisfy this federal requirement by joining together to prepare a single, unified plan. The Kane-Elgin HOME Consortium’s Consolidated Plan for 2020 to 2024, completed in the Spring of 2020, identifies three housing and community development priorities:

- Affordable Housing;
- Neighborhood Improvements; and
- Homelessness.

These priorities form the basis for the selection of activities and projects to be included in the Consortium’s Annual Action Plan. The plan serves as the Consortium’s application to HUD as well as its plan for how CDBG and HOME funds will be utilized during the program year, which runs from June 1st to May 31st.

For Program Year 2024, the Consortium’s HOME allocation from HUD is \$820,627. When combined with \$367,384 in program income, a total of \$1,188,011 in funds are available for affordable housing projects. Additionally, the county is allocating \$1,090,126 in Department of Treasury ERA2 funds for affordable housing projects. The County’s 2024 CDBG allocation from HUD is \$1,267,188. Additionally, the County will have carry-over funds and program income from previous years totaling \$531,613, bringing the total available CDBG funds for the year to \$1,798,801. Additionally, the County anticipates receiving a total of \$293,475 from federal, state, and local agencies to support activities aimed at addressing the needs of the homeless population under its “Continuum of Care” initiative. Altogether, the County expects to have \$4,370,413 in

funding available to support activities aimed at addressing the priorities of the Consolidated Plan during Program Year 2024.

On February 16, 2024, the County invited area local governments to submit applications for funding to support activities aimed at upgrading neighborhood infrastructure improvements. Two proposals were received for neighborhood infrastructure improvements.

On April 17, 2024, the Community Development Commission, consisting of five county board members, three representatives of local governments, and three Kane County residents, met to review the proposals and funding recommendations for the County's 2024 CDBG program.

All proposals were reviewed for their eligibility under HUD regulations, and those determined eligible were further evaluated for their responsiveness to the following criteria:

- Project Completeness/Readiness to Proceed;
- Effectiveness at Addressing a Consolidated Plan Objective and Overall Community Impact;
- Leveraging of Other Resources;
- Financial Capacity and Project Sustainability; and
- Applicant Qualifications/Experience.

The Community Development Commission and staff recommends funding for eight projects, which are grouped in the tables below by Consolidated Plan Category. All proposals submitted met federal eligibility standards and were recommended for funding.

The tables on the following pages summarize the CDBG, HOME, and Continuum of Care activities included in the Annual Action Plan for Program Year 2024.

KANE COUNTY COMMUNITY DEVELOPMENT PROGRAM

Program Year 2024

AVAILABLE FUNDING

Funding Sources	Amount
2024 Federal Allocation	\$1,267,188
Prior Year & Program Income Funds	\$531,613
Grand Total	\$1,798,801

BUDGET RECOMMENDATIONS

Consolidated Plan Category	Applicant/Project	Total Project Cost	Amount Requested	Staff Rec.
Affordable Housing	Affordable Housing Fund	\$4,000,000	\$850,000	\$761,259
Neighborhood Improvements	Village of Carpentersville 2024 Roadway Resurfacing Program	\$887,221	\$463,605	\$463,605
	Village of Maple Park Paving Project	\$585,000	\$292,500	\$292,500
Homelessness and Supportive Services	Homeless Management Information System	\$139,945	\$28,000	\$28,000
Program Planning	CDF Program Management	\$253,437	\$253,437	\$253,437
Grand Totals		\$5,865,603	\$1,887,542	\$1,798,801

KANE-ELGIN HOME CONSORTIUM

Program Year 2024

AVAILABLE FUNDING

Funding Sources	Amount
2024 Federal Allocation	\$820,627
Program Income	\$367,384
US Treasury ERA2	\$1,090,126
Grand Total	\$2,278,137

BUDGET RECOMMENDATIONS

Consolidated Plan Category	Applicant/Project	Total Project Cost	Amount Requested	Staff Rec.
Affordable Housing	Affordable Housing Fund	\$4,000,000	\$2,500,000	\$2,196,0745
Program Planning	Program Administration	\$82,062	\$82,062	\$82,062
Grand Totals		\$4,082,062	\$2,582,062	\$2,278,137

CONTINUUM OF CARE FOR KANE COUNTY

Program Year 2023

AVAILABLE FUNDING

Funding Sources	Amount
HUD HMIS Grant	\$111,945
HUD COC Planning Grant	\$129,230
Kane County CDBG Funds	\$28,000
Cities of Aurora & Elgin Funds	\$24,300
Grand Total	\$293,475

BUDGET RECOMMENDATIONS

Consolidated Plan Category	Applicant/Project	Total Project Cost	Amount Requested	Staff Rec.
Homelessness and Supportive Services	Pathways Community Network Institute Provide technical support related to the implementation of the HMIS system as required by HUD.	\$46,332	\$46,332	\$46,332
	Well Sky Software Provide license and training services for Service Point a software system that allows organizations to coordinate homeless services.	\$22,969	\$22,969	\$22,969
	Optimum Management Resources Provide technical support for HUD homeless funding.	\$30,000	\$30,000	\$30,000
	OCR Program Administration activities including: coordination & project monitoring activities, project evaluation, development of COC systems & applications	\$194,174	\$194,174	\$194,174
Grand Totals		\$293,475	\$293,475	\$293,475



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Adopting a Kane County Climate Action Implementation Plan

Committee Flow:

Energy and Environmental Committee, Executive Committee, County Board

Contact:

Sarra Hinshaw (630)208-8665

Budget Information:

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

Summary:

The Resolution adopts the Climate Action Implementation Plan which is an update to the 2012 Kane County Operational Sustainability Plan.

The language in the Resolution was modified after the Committee of the Whole to state that the plan is to "Encourage and Support" actions on a community basis. Staff reviewed the document and made changes where appropriate to ensure the plan reflects the direction from the County Board at the Committee of the Whole meeting.

A pdf of the final Plan is included in the County Board Agenda Packet.



KANE COUNTY, ILLINOIS

ESTABLISHED JANUARY 16, 1836

CLIMATE ACTION IMPLEMENTATION PLAN

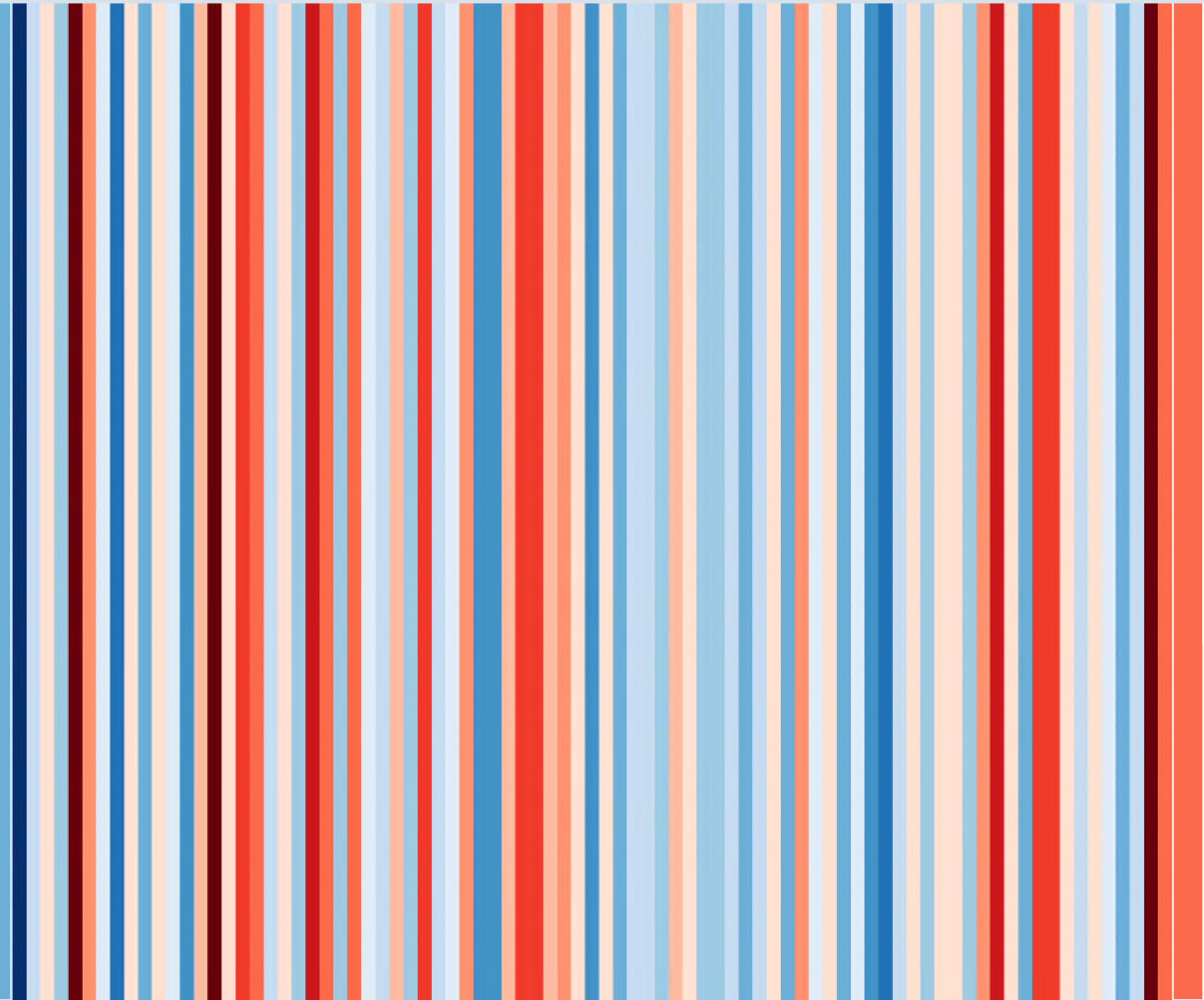
June 2024

Table of Contents

Executive Summary	0-1
Introduction	1-1
Kane County is Changing	
Climate Risks in Kane County	
What Causes Climate Change	
Kane County's GHG Emissions	
Our GHG Reduction Goal	
The Process	
Community Input	
Plan Framework	
Transportation and Land Use	2-1
Buildings and Energy	3-1
Waste Management	4-1
Water and Wastewater	5-1
Local Food and Agriculture	6-1
Greenspace and Ecosystems	7-1
Health and Safety	8-1
Climate Economy	9-1
Implementation and Actions	10-1
Appendix A Supporting Research	A-1
Baseline and Strategic Goals Recommendations Report	
Climate Vulnerability Assessment	
Community-Wide GHG Inventory	
Ground Cover, Tree Canopy, and Carbon Sequestration Study	
Community-Wide Solar Energy Potentials Study	
Appendix B Abbreviations and Glossary of Terms	B-1
Appendix C Potential Cumulative Community Cost and Savings from Plan Implementation	C-1
Appendix D Acknowledgements	D-1

Executive Summary

[Click here to return to TOC](#)



← 1895 **Illinois's Annual Temperature Trends** 2020 →
Each stripe represents the temperature Illinois averaged over a year. Blue = Below Average Red = Above Average

Our Climate Future

Unless we succeed in changing our path:

Children alive in Kane County today can expect through 2100:



Climate Conditions	Baseline	Mid-Century (2050 annual average)	End of Century (2100 annual average)
Average Daily Maximum Temperature	60.1° F	64.9° F	70° F
Number of Days Per Year with Maximum > 95° F	5.4	22.5	55.3
Number of Days Per Year With Minimum < 32° F	133.4	112.7	84.2
Change in Growing, Allergy, and Vector-Borne Disease Season	14 days	26 days	56 days
Average Annual Precipitation and Projected Increases	35.5"	+2%	+9%
Increase in Heavy Precipitation Events	N/A	+24%	+47%
Baseline Air Conditioning Demand (CDD) and Projected Increases	1000	+50%	+130%
Estimated Increase In Residential Per Capita Electricity	N/A	+25%	+39%

Our Challenge

The activities of modern civilization place immense pressure on our ecosystems, particularly through fossil fuel combustion, leading to global warming and climate change. Kane County is already feeling these effects, and predictions indicate they will escalate, challenging vulnerable groups, societal foundations, and community resilience.

Climate change threatens the well-being and economic stability of our communities with more frequent and severe storms causing unprecedented damage. Historic floods and heavy rain events like those in Bloomington and Gibson City in 2021 and Olmsted and Calumet City in 2023 have led to millions in damages while wildfires in Canada and the western United States have affected Illinois's air quality. Lakes have shorter ice cover periods, affecting recreation and business; wildlife habitats, and certain tree and plant species are at risk. Health concerns arise from floods, extended allergy seasons, rising temperatures, and expanding tick habitats.

We Must Act

Science tells us that, regardless of what we are able to do to reduce our greenhouse gas (GHG) emissions, climate change impacts will increase through the middle of this century. This underscores the need to develop and implement actions to build resilience to those anticipated impacts.

Our Opportunity

We Can Make A Difference

Science also tells us that we have the power to reduce the currently projected long-term climate change impacts. Collectively we have the capacity to bend the climate change curve so that the second half of this century may avoid the more extreme projected impacts.

Kane County's community-wide GHG emissions have fallen nearly 5% from 7,371,645 metric tons in 2010 to 7,012,366 metric tons in 2019. Although total emissions are still above where science tells us our emissions need to be, this shows a trend towards reduction that we can build upon. Many communities across the country have sought to leverage opportunities to create a better future through the creation of a Climate Action Implementation Plan (CAIP). Climate Action Implementation Plans provide detailed blueprints highlighting specific strategies and measures to reduce GHG emissions and bolster resilience against climate-related effects.

In August, 2022, Kane County engaged paleBLUEdot for support in establishing climate action goals and in the development of a Climate Action Implementation Plan outlining strategies and actions in support of achieving those climate goals. This Plan is the result and was developed in collaboration with the County's Climate Action Implementation Team (CAIT).

The purpose of this Plan is twofold: Firstly to provide guidance for climate actions to be taken by Kane County. Secondly, to provide municipalities and other public agencies a menu of actions to support their own climate action efforts. The plan includes actions for both local government operations as well as community-wide efforts.

Our Goal

Kane County's GHG Reduction Goal:
"To reduce community-wide GHG emissions to 25% below 2019 levels by 2030, and achieve carbon neutrality by 2050"

-25%

-100%

By 2030

By 2050

Our Plan

addresses

9 SECTORS

of GHG emissions and climate adaptation

through

44 STRATEGIES

to achieve plan goals

supported by a menu of

264 ACTIONS

detailing steps to be taken

over a

7 YEAR

implementation timeframe

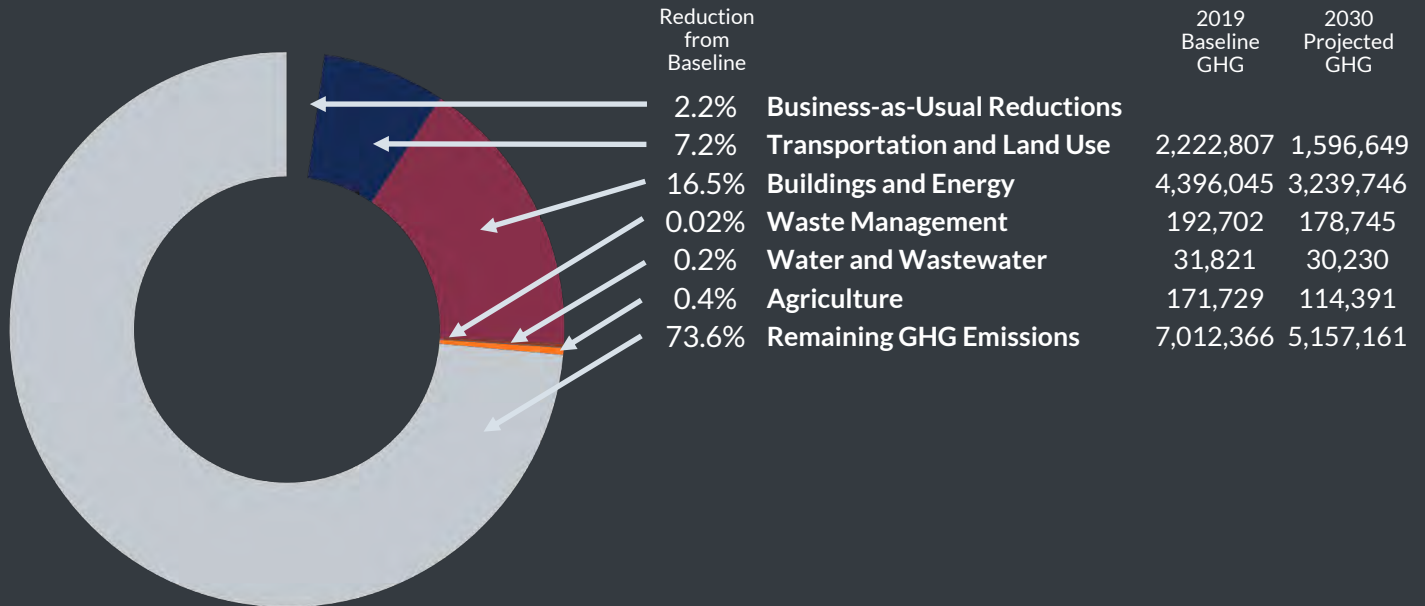
The CAIP was collaboratively crafted by an 82-person team, including community members, business representatives, and county and municipal staff. Developed from June 2023 through January 2024 through workshops, the plan is based on community input, expert analysis, and best practices from other U.S. communities. The plan, refined and prioritized by the team, is a joint effort reflecting the voices of Kane County's residents and businesses.

The plan includes actions for both local government operations as well as community-wide efforts and its purpose is twofold:

- To provide guidance for climate actions to be taken by Kane County.
- To provide municipalities and other public agencies a menu of actions to support their own climate action efforts.

The scope of the plan includes an implementation section and eight broad sectors, each of which are described in separate sections of this plan document. Each sector is organized with overarching goals for 2030 backed by strategies and actions identified for implementation. The actions for each sector focus on increasing resilience to climate change while minimizing our contribution to the future impacts of climate change by reducing our GHG emissions.

Our Impact



Our Next Steps

This Climate Action Implementation Plan should be viewed as the beginning of an on-going process to evaluate and advance county-wide climate resilience, GHG emissions reduction, and overall sustainability goals. The plan includes an Implementation and Actions section providing detailed actions in a framework for beginning, guiding, monitoring, and evaluating the execution of this plan. (see Section 10)

Climate Action Implementation Plan as Living Plan

This Climate Action Implementation Plan is a "living plan," designed for continual evaluation and refinement, rather than being a static document. Implementation should be marked by regular assessments of progress and necessary adjustments. The 2030 emissions reduction goal acts as a stable guide, acknowledging that initial actions cannot immediately fulfill long-term 2050 objectives. Regular plan evaluations should highlight needed additional actions, or modifications to plan actions, to ultimately reach the 2030 GHG reduction goal. A second phase of the plan should then be created by 2030 to guide the next phase of climate action progress.

Implementation is For Everyone

Addressing the widespread causes and impacts of climate change requires equally comprehensive solutions. This plan seeks to spur county-wide climate action. Its success hinges on the endorsement and implementation of this or similar plans by municipalities, residents and businesses throughout the county.

Key actions must be spearheaded by various stakeholders, such as elected officials, county and municipal staff, the business community, households, students, and individuals. Achieving the goals laid out in this plan needs active participation from all sectors of the county. Continued involvement, advocacy, and efforts towards implementing priority actions are crucial components for all stakeholders involved.



Kane County has actively engaged in Climate Action Planning, collaborating with nearby communities and addressing local concerns. In 2019, the county adopted the Greenest Region Compact developed by the Metropolitan Mayors Caucus (MMC), syncing its sustainability efforts with regional objectives. In August, 2022, the county engaged paleBLUEdot for support in establishing climate action goals and in the development of the first Kane County Climate Action Implementation Plan. This plan establishes Kane County specific goals and detailed actions grounded in the MMC Climate Action Plan and Greenest Region Compact.

The purpose of this plan is twofold: first, to provide guidance for climate actions to be taken by Kane County, and second, to provide municipalities and other public agencies a menu of actions to support their own climate action efforts. The plan includes actions for both local government operations as well as community-wide efforts.

The Role of Local Governments in Climate Action

Local government plays a crucial role in addressing the issue of climate change. Although the environmental impact of each individual community on global greenhouse gas emissions is relatively modest, the leadership demonstrated by municipalities in driving change can have a profound and meaningful impact.

The United Nations' Intergovernmental Panel on Climate Change (IPCC) calculates that over 40% of the needed global emissions reductions can be met by municipal governments taking action. And, according to a survey conducted by the US Conference of Mayors, more than half (53%) of local governments have committed to reducing GHG emissions. Kane County's Climate Action Implementation Plan represents an important step towards taking a leadership role in supporting climate action throughout the county.

What is a Climate Action Implementation Plan (CAIP)

Climate Action Implementation Plans are comprehensive road maps that outline the specific Strategies and Actions to implement for GHG emission reductions and to build resilience to related climatic impacts. The Kane County CAIP addresses both climate mitigation and climate adaptation actions.

Why Create a Climate Plan

A Climate Action Implementation Plan offers a structured approach for communities to combat global climate change, while enhancing resilience against climate impacts. The actions in this plan can spur investment in innovative jobs and cost-saving measures, improving quality of life -especially for vulnerable community members, who often bear the brunt of climate change impacts.

What is Climate Mitigation

Mitigation actions limit the magnitude or rate of long-term global warming and its related effects. Climate change mitigation generally involves reductions in human emissions of greenhouse gases (GHG).

What is Climate Adaptation

Adaptation refers to the capacity of a natural environment or community to withstand, respond to, and recover from a disruption. Adaptation is achieved through actions taken to increase resilience to climate change impacts by reducing vulnerability of populations, ecosystems, and infrastructure.



Kane County is Changing

Illinois' climate is experiencing ongoing alterations, which impacts the well-being and economic stability of our neighborhoods. Storms of increasing frequency and severity, unprecedented in recorded history, are inflicting harm on residences, businesses, utilities, infrastructure, agricultural lands, and the environment, a trend that's expected to persist unless action is taken. Historic floods and heavy rain events, like those in Gibson City in 2021 and Olmsted in 2023, have devastated streets, wastewater systems, businesses, agricultural fields, and houses, burdening local authorities, entrepreneurs, farmers, and citizens with millions in recovery and repair costs.

Wildfires in Canada and the western U.S. have degraded Illinois' air quality. Climate change threatens wildlife habitats and native plant and tree species. Health risks include more frequent and longer-duration heatwaves, increased likelihood of floods, air and water quality impacts, extended allergy seasons, and increased populations and species of pests which can carry disease such as ticks and mosquitos.

Climate Change in Kane County

The climate in the County has already changed. Since 1980, the County has experienced an increase in annual average temperature, an increase in the number of days above 95 degrees, an increase in the number of heavy rain events, and a decrease in the number of days below 32° F.

Climate fluctuations are notably linked to variability. Variability in the climate is evident in the shifts in the county's yearly rainfall. While there's been a general rise in yearly rainfall, it's not consistent throughout all seasons. The state's total annual precipitation has increased by 5 inches, equivalent to a 12-15% increase in annual precipitation. In northern and central Illinois, most of the change has come in summer. The number of very heavy precipitation events over the last 120 years has increased by 40%.

The County's climate is anticipated to continue to warm through this century and beyond. Meanwhile, the associated trends in climate change patterns and impacts are anticipated to increase in frequency, variability, and overall impact.

Economic Risk of Climate Change to Kane County by 2100

Future economic and social impacts of climate change include impacts to agriculture (including food costs), energy costs, labor impacts, death rates, and crime impacts among others. The estimated economic impacts for Kane County are:

\$408,000,000
Annual Cost Impact
(in 2018 dollars)*

Social Cost of Carbon

"Social Cost of Carbon" measures the share of climate change economic harm and impacts from emitting one ton of carbon dioxide into the atmosphere. For Kane County it can be calculated as follows:

Estimated Economic Risk of Climate Change:
\$408,000,000
Annual Cost Impact
÷
Annual GHG Emissions:
7,012,366
Metric Tons
=
Estimated Localized Social Cost of Carbon:
\$58*
Per Ton

* See the [Kane County Vulnerability Assessment for more information](#). Figure does not include increased healthcare costs due to increased illness and disease, nor increased property damage due to increased extreme weather events.

Climate Risks To

The projected changes to Kane County’s climate in the coming decades represent potential risks to residents. These risks are inequitably felt and particularly acute in vulnerable populations such as children, seniors, and those with disabilities (see the [Kane County Climate Vulnerability Assessment](#) for more information). Below are some of the significant risks to the community’s population (not including the destruction of native ecosystems and the continued loss of species).

Extreme Heat and Weather

Certain groups of people are more at risk for stress, health impacts, or death related to heatwaves, extreme weather events including tornadoes, wind storms, lightning, winter storms, hail storms, and cold waves. Vulnerability to heat stress can be increased by the presence of health conditions like diabetes and heart conditions, demographic and socioeconomic factors, and surrounding land cover.

Air Quality

Climate change is expected to affect air quality through several pathways including production and potency of allergens and pollen, and increased regional concentrations of ozone, increased potential of smoke from wildfires, and increased particulate air pollution and dust.

Flooding

According to the latest [National Climate Assessment](#), the frequency of heavy precipitation events is already increasing for the nation as a whole as well as for Illinois specifically. These heavy rain events are projected to increase throughout Illinois. Increases in both extreme precipitation and total precipitation are likely to increasingly contribute to over-bank flooding (river and lake flooding) as well as flash flooding.

Food Insecurity

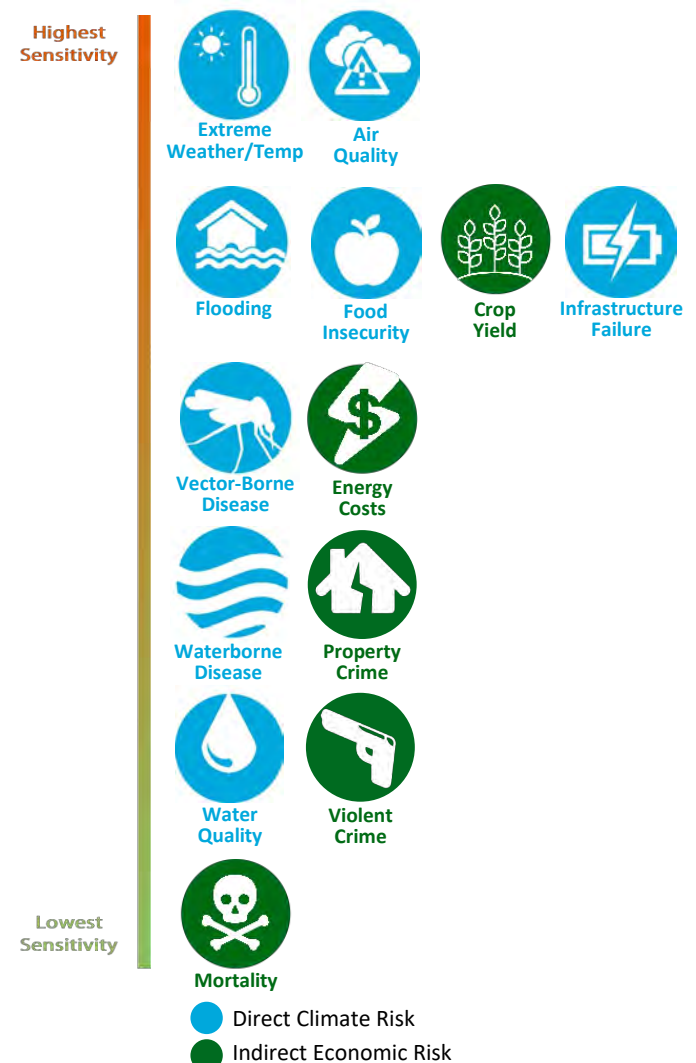
Climate change is likely to impact crops and agricultural systems and interrupt transportation networks. These may trigger [food shortages and spikes in food cost](#).

Infrastructure Failure

Extreme weather events, flooding and flash flooding, as well as increasing daily stresses caused by increasing climate variability, all represent potential causes of failure of our aging infrastructure. Power outages, road damage, bridge collapse, and water infrastructure failure each represent significant physical climate risks to the community.

Kane County Climate Risk Sensitivity Ranking Summary

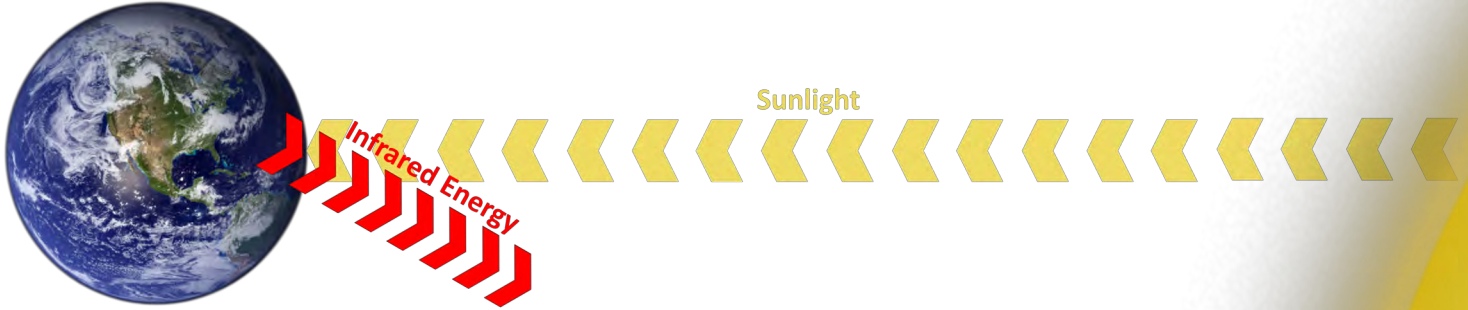
According to the Climate Vulnerability Assessment, the county’s population vulnerabilities range from highest to lowest sensitivity. However, risks with lower sensitivity shouldn’t be deemed irrelevant for the community.



What Causes Climate Change

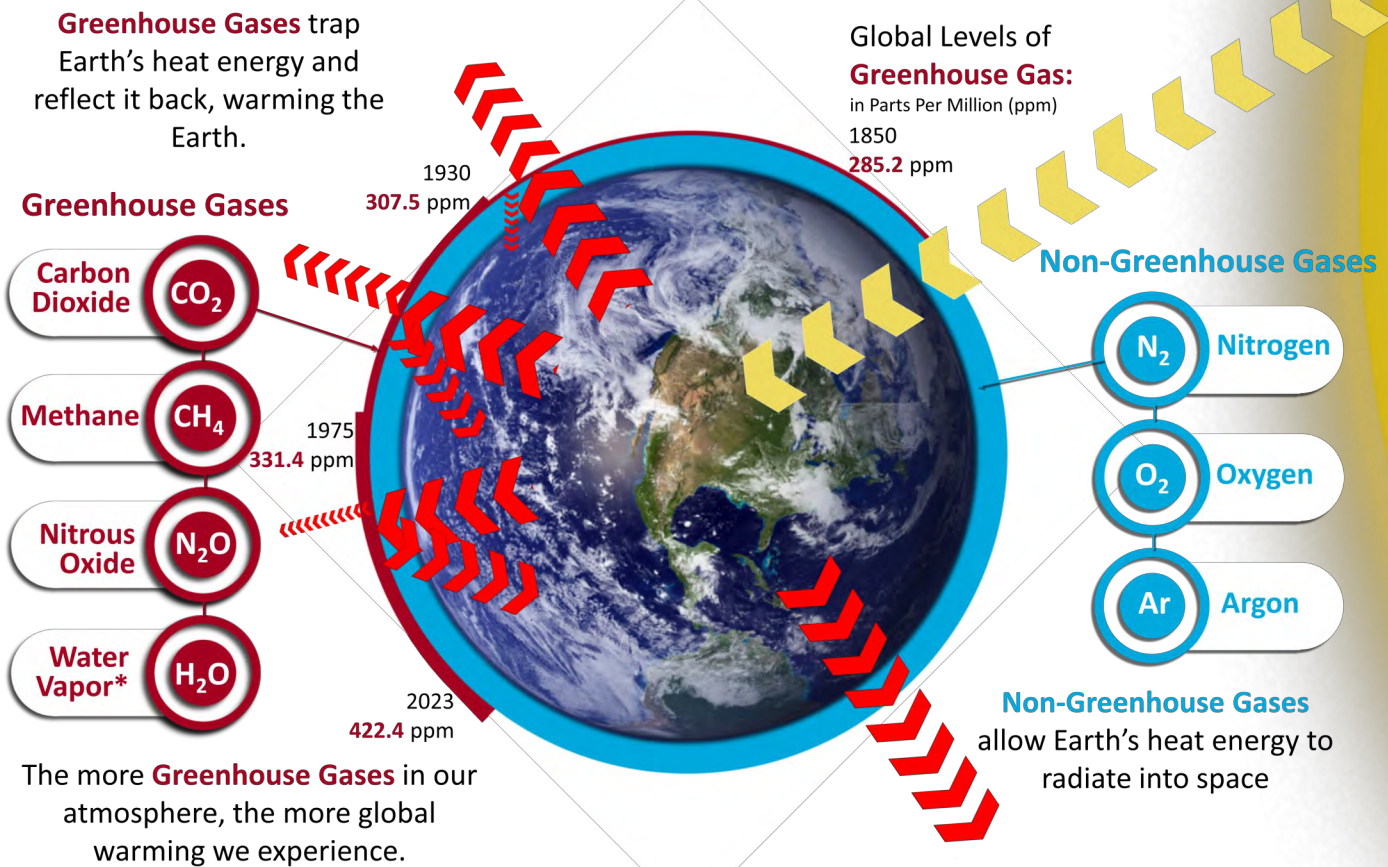
Earth's Infrared Energy

When sunlight strikes the Earth, it warms the surface and becomes heat energy – or infrared energy. This infrared energy then radiates back towards space.



How Greenhouse Gases (GHGs) Trap Heat

GHGs such as carbon dioxide and methane are central in creating the "greenhouse effect" that traps the sun's heat. These gases interact with the infrared energy radiating from the Earth. Human activities like burning fossil fuels and deforestation have increased GHG concentrations, amplifying this effect. The additional trapped heat leads to global warming, affecting weather patterns, melting ice, and raising sea levels, all contributing to climate change.



*Water vapor cycles through the atmosphere rapidly via precipitation, however, warmer air can hold more water vapor. As the atmosphere warms from other greenhouse gases, increased water vapor can lead to heightened warming and extreme storms. Learn more: <https://cutt.ly/XwBaWEAk>

Kane County's GHG Emissions

Measuring, tracking, and reducing GHG emissions are vital for any climate planning or implementation. County-wide total emissions for Kane County decreased from 7,371,645 metric tons (MT) in 2010 to 7,015,103 MT in 2019. This represents a decrease in GHG emissions of over 4.8% while the County's population increased 3.1% and the county's economy grew over 18% during the same timeframe.

2010 By The Numbers



GHG Emissions (MT)

Electricity	3,381,680
Natural Gas	1,554,513
Transportation	1,999,012
Waste+Water	281,628
Agriculture	154,812

Total (MT) 7,371,645

MT Per-Capita	14.28
MT / Job	37.88
MT / \$1,000 GDP	0.35



Population 516,060



Employment 194,627



GDP (\$Billion) \$21.29
GDP Per-Capita \$41,270

2019 By The Numbers



GHG Emissions (MT)

Electricity	2,406,129
Natural Gas	1,989,916
Transportation	2,222,807
Waste+Water	224,522
Agriculture	171,729

Total (MT) 7,015,103

MT Per-Capita	13.18
MT / Job	32.17
MT / \$1,000 GDP	0.28



Population 532,293



Employment 218,068



GDP (\$Billion) \$25.19
GDP Per-Capita \$47,330

9 Year Trend



GHG Emissions (MT)

Electricity	-975,551	-28.8%
Natural Gas	435,403	28.0%
Transportation	223,795	11.2%
Waste+Water	-57,106	-20.3%
Agriculture	16,917	10.9%

Total (MT) -356,542 -4.8%

MT Per-Capita	-1.11	-7.7%
MT / Job	-5.71	-15.1%
MT / \$1,000 GDP	-0.07	-19.6%



Population 16,233 3.1%



Employment 23,441 12.0%



GDP (\$Billion) \$3.89 18.3%
GDP Per-Capita \$6,060 14.7%

2019 GHG EMISSIONS IN KANE COUNTY



2,222,807 MT
from vehicle use



4,396,045 MT
from building energy



192,702 MT
from solid waste



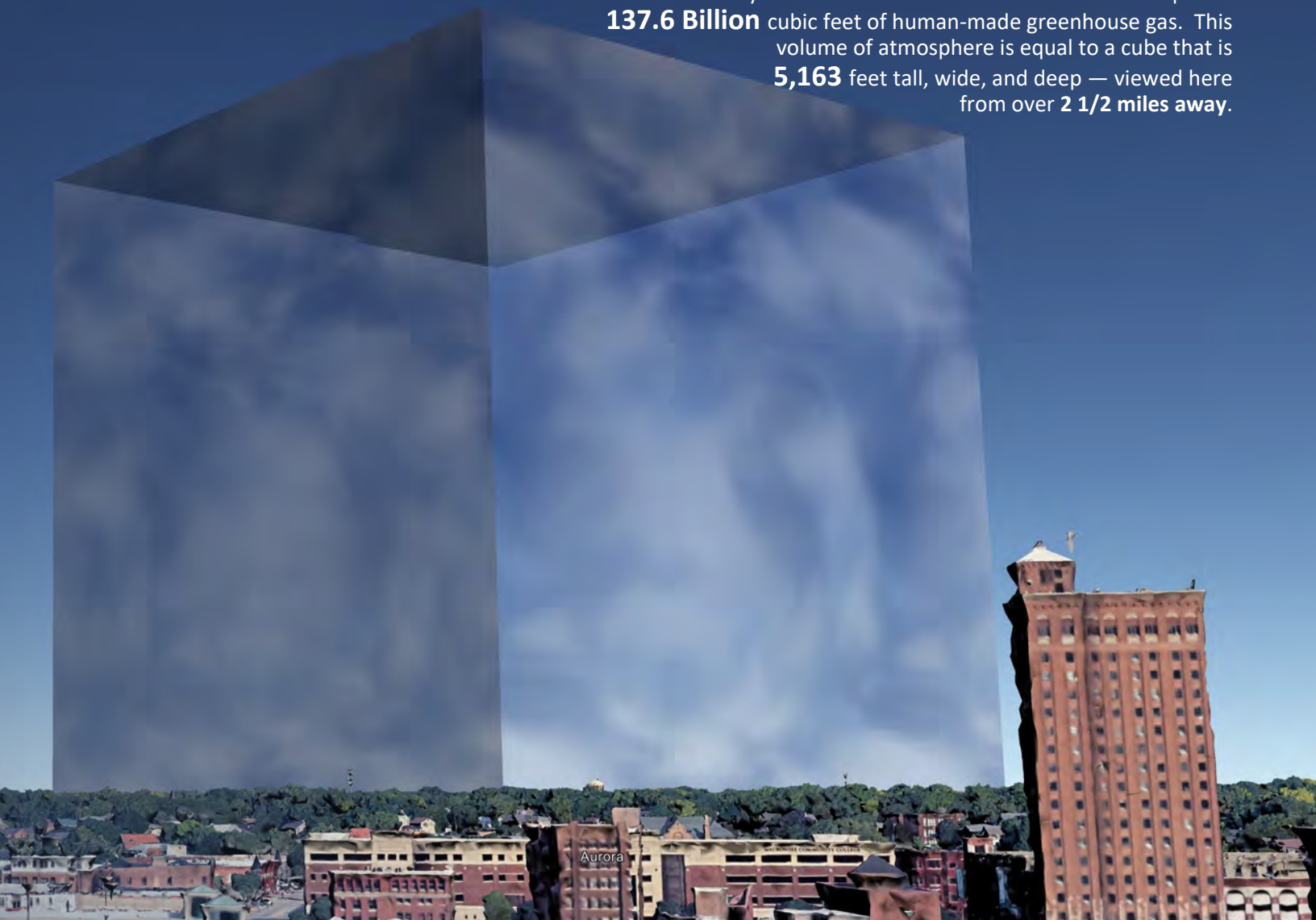
31,821 MT
from water & wastewater



171,729 MT
from agriculture

How Large Are County-Wide GHG Emissions?

The county's total combined emissions for 2019 are equal to **137.6 Billion** cubic feet of human-made greenhouse gas. This volume of atmosphere is equal to a cube that is **5,163** feet tall, wide, and deep — viewed here from over **2 1/2 miles** away.



Our GHG Reduction Goal



“To reduce county-wide GHG emissions to 25% below 2019 levels by 2030, and achieve carbon neutrality by 2050.”*

Survey of Peer Community Carbon Reduction Goals

The plan aims to reduce county-wide GHG emissions in line with the Intergovernmental Panel on Climate Change (IPCC) recommendations. Our goal is reflected in strategies established for individual sectors. Sector goals related to GHG emissions reductions are designed to balance reduction across all sectors and achieve the overall emissions goals set forth for the County. The goals aim for achievability while also seeking to challenge ourselves for improvement beyond business-as-usual.

Chicago, IL	Reduce GHG emissions 80% from 1990 levels by 2050
Deerfield, IL	Reduce GHG emissions by 45% by 2030 and become carbon neutral by 2050
Elgin, IL	Community-wide carbon neutrality* by 2050
Evanston, IL	Community-wide carbon neutrality by 2050, zero waste by 2050 and 100% renewable electricity by 2030. Carbon neutrality for municipal operations by 2035 .
La Crosse, WI	40% to 50% below 2019 levels by 2030 and achieve carbon neutrality by 2050.
Milwaukee, WI	Reduce community-wide net greenhouse gas emissions by at least 45% and net zero GHG emissions By 2050, or sooner
Northbrook, IL	35% below 2010 levels by 2030 and 80% below 2010 levels by 2050
Oak Park, IL	Reduce community-wide GHG emissions by 60% by 2030, carbon neutral by 2050. Achieve carbon neutral municipal operations by 2035.
Skokie, IL	To reduce community-wide GHG emissions by 35% below 2020 levels by 2030, and achieve carbon neutrality by 2050
Urbana, IL	25% reduction in greenhouse gas emissions by 2020 and an 80% reduction in greenhouse gas emissions by 2050 from a 2007 baseline

* Carbon Neutrality refers to a community for which, on an annual basis, all GHG emissions resulting from community-wide operations are offset by carbon-free energy production. See Glossary of Terms for additional information on Carbon Neutrality and Net Zero.

The Process

The work that went into the Kane County Climate Action Implementation Plan:

19 month

planning timeframe

82

planning team members

1,200

community members providing input

5

foundational research study documents

2

online surveys for community input

The CAIP was developed in collaboration with an 82-person planning team (CAIP Team) of community members, institutional representatives, and county and municipal staff. The planning team was organized into sub-teams aligned with each of the sectors included in this plan (see Plan Framework).

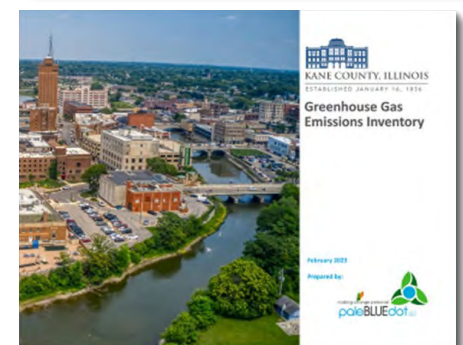
The goals and actions identified in the CAIP are grounded in the [MMC Climate Action Plan](#) and Greenest Region Compact, community input, expert analysis, and best practices from other cities throughout the United States. Strategic goals and detailed actions were developed, refined, prioritized, and finalized by the Planning Team through a series of workshop meetings from June 2023 through January 2024. The result of this process is a collaboratively created, co-authored CAIP which directly integrates the voices of Kane County residents, businesses, and local government staff from many sectors of the County.

Research Based Climate Action Implementation Plan

In support of establishing the goals, strategies, and actions included in this plan, paleBLUeDot also produced a Greenhouse Gas Inventory document, a Climate Vulnerability Assessment, a County-wide Renewable Energy Potentials Study, a community-wide Ground Cover, Tree Canopy, and Carbon Sequestration Study, and a Climate Action Baseline Assessment. These assessments created the foundation of the Climate Action Implementation Planning process (see Appendix for more)

Community Engagement

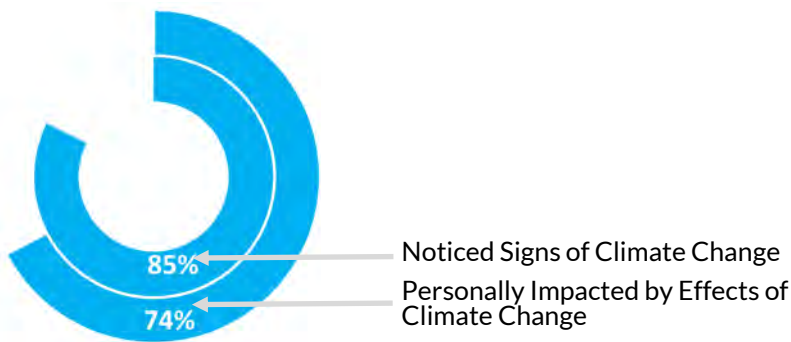
The Kane County CAIP community engagement initiative aimed to foster shared ownership by involving the community consistently, diversely, and in multiple capacities, while promoting their involvement in decisions. The engagement efforts for this plan included county-wide surveys, community presentations and listening sessions, and the participation of community members from a broad range of backgrounds within the collaborative planning team.



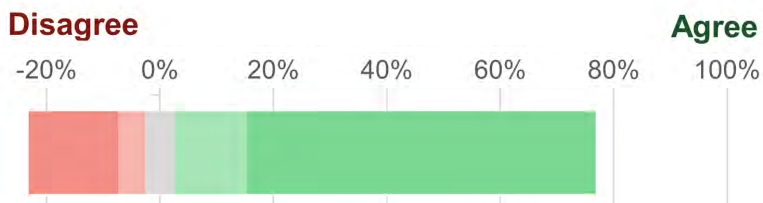
Community Input

The Climate Action Implementation Planning effort began in June 2022 with distribution of a Climate Action Survey open to every resident of Kane County. The survey assisted in defining climate-related issues of relevance and concern to the people in the county. The survey was made available through October 6th, 2023 and received 1,100 responses. Below are some key take-aways from the survey.

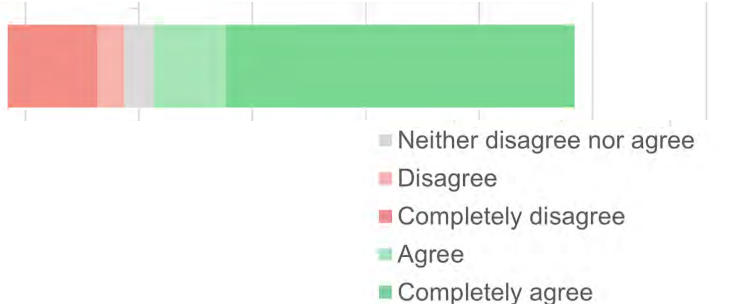
Over **85%** of respondents have noticed signs of Climate Change while **74%** reported being personally impacted by the effects of Climate Change.



How much do you agree with the following statement:
 “It is important for Kane County and my community to take action to reduce greenhouse gas emissions from energy use or land use”?



How much do you agree with the following statement:
 “It is important for Kane County and my community to take action to prepare for the projected impacts of climate change like more heat waves, heavier rain events, and more days of poor air quality”?



Cumulative Economic Savings Potential of Implementing the Plan Through 2030

Transportation Economic Potential*:
 Sector Savings: \$1,275,907,627
 Sector Cost Increases: -\$67,964,035
Potential Sector Net Cost Savings:
\$1,207,943,592

Buildings + Energy Economic Potential*:
 Sector Savings: \$377,947,918
 Sector Cost Increases: -\$297,416,444
Potential Sector Net Cost Savings:
\$80,531,474

+

Waste Reduction Economic Potential*:
 Residential Savings: \$281,914,200
 Commercial Savings: \$36,183,181
Potential Sector Net Cost Savings:
\$318,097,382

+

Social Cost of Avoided Carbon:
\$86,805,605

+

Cumulative Community Savings Potential:
= \$1,693,378,052

* Value does not include economic potential of job creation and new business potential represented in the plan actions. (see Appendix for more)

Plan Framework

Using This Plan

Each of these sector areas is described in a separate section with background considerations on the subject covered. Sectors have overarching strategies established to meet 2030 goals and detailed actions for implementation. Sector actions primarily focus on Climate Mitigation, Climate Adaptation, or both.

Strategies: are specific statements of direction that expand on the sustainability vision and GHG reduction goals and guide decisions about future public policy, community investment, and actions.

Actions: are detailed items that should be completed to carry out the vision and strategies identified in the plan.

This Climate Action Implementation Plan includes an implementation framework designed to achieve County-wide goals for GHG reduction and climate adaptation and resilience. The plan includes goals and a menu of detailed actions for local government use structured around a unifying framework organized into nine community-wide sectors:



Transportation and Land Use

Addressing the resilience of on- and off-road vehicles and equipment while reducing their GHG emissions.



Buildings and Energy

Addressing the resilience of our building inventory and energy supply while reducing their GHG emissions.



Waste Management

Addressing GHG emissions from solid waste management and improved community resilience through waste reduction.



Water and Wastewater

Enhancing flood and stormwater resilience while reducing GHG emissions from water usage and wastewater treatment.



Local Food and Agriculture

Reducing GHG emissions and increasing resilience of food systems while improving community food security.



Greenspace and Trees

Supporting community adaptation through expanded green infrastructure and enhanced ecosystem conservation.



Health and Safety

Improving community resilience through healthy community connections, infrastructure, and systems.



Climate Economy

Increasing the preparedness of our businesses and workforce and leveraging economic advantage of climate action.



Implementation

Implementation Actions are foundational or organizational recommendations that apply to multiple Sectors.



Transportation and Land Use

[Click here to return to TOC](#)

CURRENTLY IN KANE COUNTY

31.7%

of community-wide GHG emissions in 2019 from transportation

4,229,958,835

Vehicle Miles Traveled in 2019

76.9%

Commuters drove alone in 2020

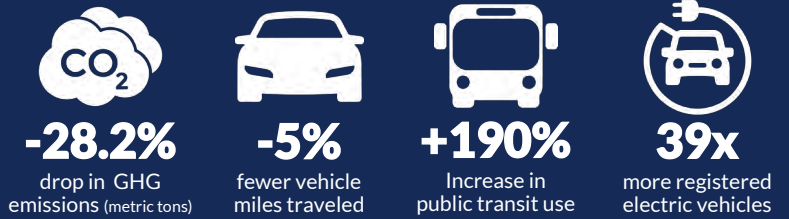
2.2%

Commuters use public transit

3,851

Battery Electric Vehicles (BEV) registered in January 2024

Sector Goals



2019	2,222,807 MT	4.23 Billion mi	2.4%	2,550
2030 Targets*	1,596,649 MT	4.02 Billion mi	6.5%	99,000

In Kane County, 31.7% of countywide GHG emissions originate from the transportation and land use sector. Despite projected Vehicle Miles Traveled (VMT) increases, emissions could decrease with the shift from fossil fuels to electricity in transportation and the electricity sector's transition towards renewable sources. Additionally, studies indicate a 1% increase in urban density can reduce household travel CO₂ emissions by 0.48% and residential energy use emissions by 0.35%. With Chicago Metropolitan Agency for Planning predicting a 6.5% population increase in Kane County by 2030, such emissions reductions become increasingly important.

* Includes impacts associated with population increases. See Appendix A for research compiled during plan development which supported planning team in goal finalization.

79% of survey respondents support changes in development rules to favor walkable neighborhoods and business districts.

Transportation and Mobility Challenge and Opportunity for Rural Areas

As of 2017, households in rural areas are traveling significantly longer distances per trip compared to 2001, especially for work-related journeys. These extended trips impose greater burdens on rural Americans, impacting their economic opportunities, quality of life, and healthcare access. Furthermore, limited transportation options are compounded by inadequate internet access in rural communities, where providing infrastructure is costly and private providers lack motivation, limiting the ability to work from home. Conversely, households in densely developed areas, whether urban or rural, have shorter daily trips.

The higher percentage of seniors 65 and above in rural areas combined with lack of transportation options can also result in isolation. The 2004 study "Aging Americans: Stranded without Options" revealed that elderly individuals who no longer drive make significantly fewer trips for medical appointments (59% less), shopping or dining out (59% less), and visiting loved ones (65% less) compared to those who can still drive. This limited mobility negatively impacts

their access to essential services and social connections, underscoring the difficulties faced by rural seniors.

Policymakers representing rural areas have a vested interest in promoting shorter trips to save time and money, reduce emissions, and cater to the needs of millions of rural residents who lack vehicle access or opt for alternative modes of transportation. Key opportunities to improve rural mobility include:

1. Make substantial investments in rural transit infrastructure.
2. Give priority to projects that enhance accessibility and decrease travel distances.
3. Emphasize safety measures for pedestrians, cyclists, and other active transportation modes, particularly within and between town centers.
4. Focus on preserving rural highways rather than expanding them.
5. Foster remote working opportunities and connectivity among rural communities by continuing to make significant investments to improve internet access.

Rural vs. Urban Driving Trends

Change in Average Driving Distance by Trip Purpose in Rural Areas 2001 to 2017



Average Distance per Trip by Community Type

Low Density vs. Compact, Rural vs. Urban



Source: Graphic made by paleBLUEdot using data from the Federal Highway Administration's National Household Travel Survey [HTTPS://nhts.ornl.gov](https://nhts.ornl.gov)



Transportation and Land Use

Equity Considerations

Equity in transportation climate actions ensures a fair distribution of costs, benefits, and burdens in mitigating climate change within the sector. Marginalized communities are often disproportionately affected. Key equity considerations include:

Access: Equitable access to affordable, reliable, and sustainable transportation options, improving public transit, bike lanes, and addressing transportation gaps in marginalized areas.

Affordability: Minimizing financial barriers, providing incentives, subsidies, and financing for low-income individuals transitioning to low-carbon transportation.

Jobs: Ensuring impacted workers have retraining, job opportunities, and fair wages during the transition to a green economy.



Climate Impacts

This sector impacts climate change through the combustion of fossil fuels (gasoline, diesel, propane) for on-road cars and trucks and off-road vehicles and equipment.



Climate Hazards

Hazards to transportation and land use include increased damage to roads and transportation infrastructure due to increased freeze and thaw cycles, flooding, and extreme weather and temperatures.



The strategies on the next pages show how we achieve our climate goals for Transportation and Land Use. Each strategy has detailed actions explained in the Implementation section of this plan.



Click the double arrow symbol below each strategy description to view these detailed actions for each strategy.

Transportation and Land Use

STRATEGIES

Strategy TL 1

Decrease community wide Vehicle Miles Traveled (VMT) by 5% by 2030.

Community-wide vehicle miles traveled (VMT) in Kane County was 4.2 billion miles in 2019. The county has seen some change in commuter modes with commuters driving alone dropping from 80% in 2013 to 77% in 2020.

Decreasing total countywide vehicle miles by 5% will decrease vehicle miles traveled by up to 210 million miles and reduce countywide GHG emissions by over 111,000 metric tons annually. Increasing availability and safety of bike and walking routes to schools, retail hub, and recreation centers can support reduced vehicle use for other types of daily trips.

▶▶ Go to Implementation and Actions for supporting actions.

Strategy TL 2

Increase public transit commuter ridership from 2.4% to 6.5% by 2030.

The average commute in Kane County is 29.2 minutes. Of the nearly 204,000 jobs in the county, over 79,000 are filled by employees who live in the county. In total, commuters in the county generate an estimated 1.9 billion vehicle miles commuting to and from work. Meanwhile, AAA estimates that the cost per mile for operating a vehicle is \$0.74. Consequently, every 1% increase in commuter utilization of public transit in Kane County may decrease vehicle miles traveled by 19 million miles, saving an estimated \$14 million annually.

▶▶ Go to Implementation and Actions for supporting actions.

Strategy TL 3

Increase average population per developed acre by 4.5% by 2030 (from 6.07 to 6.35 ppl/acre).

The county has 85,532 acres of developed land, which is 25.5% of the county's total area. According to the US Census, this land is home to 518,648 people, with an average of 6.07 people per acre. The Chicago Metropolitan Agency for Planning (CMAP) predicts a 9.7% population increase in Kane County by 2030.

Studies indicate that for every 1% increase in population-weighted urban density, household travel CO₂ emissions decrease by 0.48%, and emissions related to residential energy use decrease by 0.35%. Therefore, implementing zoning ordinances and incentives to encourage future growth in ways that increase the density of existing developed land will help reduce total communitywide emissions per household.

▶▶ Go to Implementation and Actions for supporting actions.

Transportation and Land Use

Strategy TL 4

Increase battery electric vehicle (BEV) use to 15% of vehicles on the road by 2030. (from approximately 2,550 vehicles to 99,000 vehicles community-wide)

According to the US Census data there are an estimated 660,000 vehicles total in the county. Transitioning community-wide vehicle stock from fossil fuel combustion to low and no emission alternatives is critical in meeting significant long-range emissions reductions in this sector. As of January 2024, Kane County had 3,851 battery electric vehicles (BEV). For every additional 1% of vehicles converted to EV over 17,000 metric tons of GHG emissions can be eliminated annually (including emissions associated with increased electricity consumption).

▶▶ Go to **Implementation and Actions** for supporting actions.

Strategy TL 5

Establish viable renewable fuels in the economy and support infrastructure expansion and fuel adoption. Achieve 20% diesel consumption replacement by 2030. (Renewable fuels include hydrogen, renewable diesel, and bio diesel)

Transitioning to electric vehicles is a key climate solution, but it's challenging for some specialized diesel-powered equipment due to performance and infrastructure issues. Immediate alternatives are crucial for fast emission reductions. Biodiesel, made from organic matter, can cut emissions by over 70% compared to regular diesel. Renewable diesel, often produced with green electricity, can reduce emissions by 60-80% and also store excess renewable energy. Using bio and renewable diesel can significantly reduce climate pollution from Kane County's equipment as we shift to zero-emission vehicles.

▶▶ Go to **Implementation and Actions** for supporting actions.

Strategy TL 6

Achieve 100% conversion of gasoline passenger vehicles within local government and public fleets to EV's by 2030 (excludes law enforcement patrol). **Achieve 100% conversion of all gasoline vehicles within local government and public fleets to EV by 2040 and all diesel vehicles by 2050.**

Local governments can lead the transition to electric vehicles (EVs), showcasing the benefits and feasibility of sustainable transportation. By converting municipal fleets to EVs, governments can significantly reduce their carbon footprint, demonstrate their role as climate leaders, and increase community awareness and acceptance of electric mobility.

▶▶ Go to **Implementation and Actions** for supporting actions.

Transportation and Land Use



Increase fuel efficiency of remaining combustion engine vehicles in local government and public fleets by 5% by 2030.

Boosting the fuel efficiency of non-electric vehicles is vital for immediate climate action. Lower fuel use per mile means fewer greenhouse gas emissions. This serves as an interim step as electric vehicle technology advances. This can be achieved through efficient driving practices, maintenance, and high-efficiency parts. As older vehicles are replaced, those that are not yet suited for EVs should be replaced with plug-in hybrids or highly fuel-efficient ones. These steps will enhance fuel economy and advance sustainable transportation.

▶▶ Go to Implementation and Actions for supporting actions.

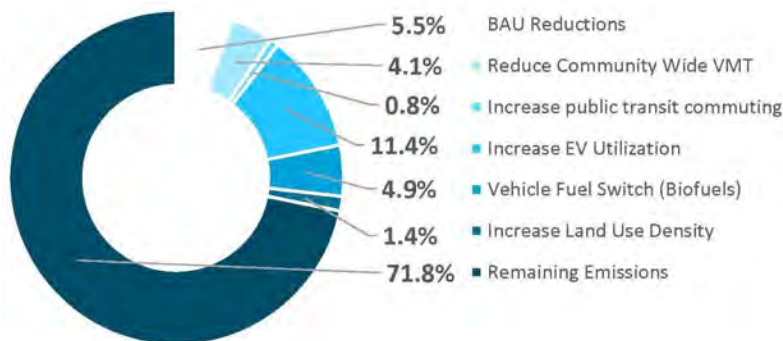
Planned Sector Emission Reductions Through 2030

The strategies and actions included in this section of the Climate Action Implementation Plan are projected to reduce countywide annual GHG emissions by 503,983 metric tons (MT) annually by 2030 - a 22.7% reduction. In addition there is an anticipated reduction of 122,175 MT in “business-as-usual” transportation changes. The result is a total countywide Transportation and Land Use sector reduction of 28.2% below 2019 levels.

When compared to 2019 emissions, this is equivalent to eliminating over 186,000 of the county’s current vehicles from the road, or **12.3 billion** cubic feet of human-made GHG atmosphere annually by 2030.

Sector Emissions Reduction below 2019 by 2030

The total change to sector emissions include CAIP reductions and business-as-usual emission changes as follows:



What You Can Do

You can support the goals of the Transportation and Land Use section of this climate action implementation plan as an individual, household, or a business. Here are just a few things you can do:



Reduce car use

- Walk or bike when traveling short distances.
- Take public transit to work or to run errands. Plan your trips [here](#).
- If possible, telecommute or carpool to avoid transportation emissions.
- Consider becoming a one-car household and save thousands of dollars annually. Explore how to make the change [here](#).



Reduce your ride's impact

- Keep your personal vehicle well-tuned and tires inflated properly, saving up to 20% in gasoline use.
- Don't idle your car - even in the winter. The best way to warm up your car in the winter time is by driving it. No more than 30 seconds of warm-up is needed.
- Drive an electric, plug-in hybrid or low-emission vehicle. Explore incentives [here](#) and [here](#).



Reduce lawn equipment impact

- Ditch your grass lawn and plant native pollinators that support our wildlife and don't require mowing.
- Refuel your car and mow your lawn after 7pm, which helps prevent ground-level ozone.
- Replace your gas-powered lawn equipment with electric and minimize use.



Reduce your business's impact

- Use video conferencing rather than traveling for meetings and promote telecommuting where possible. See City of San Francisco [Telework Toolkit](#).
- Work with your employer/business to be designated as a [Bike Friendly Business](#) and encourage your peers to participate.
- Explore how you can offer your employees [alternative commute incentives](#).
- Make - and implement - a [Fleet Transition Plan](#) to convert your vehicle fleet to electric vehicles.



Buildings and Energy

[Click here to return to TOC](#)

CURRENTLY IN KANE COUNTY

62.7%

of community-wide GHG emissions in 2019 from buildings and energy

5,487,181,100

kWh of electricity used in 2019

374,609,012

Therms of natural gas used in 2019

46.5%

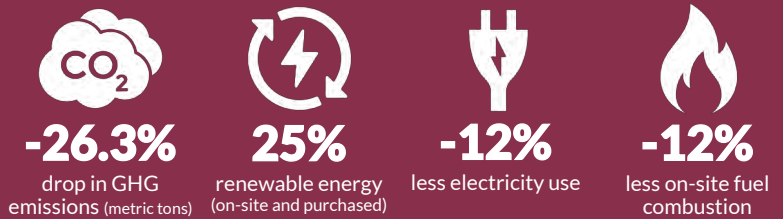
of all homes were built before 1980

59.3%

of renter-occupied homes were built before 1980



Sector Goals



2019	4,396,045 MT	3 Million kWh	5.5 Billion kWh	375 M Therms
2030 Targets*	3,239,746 MT	275 Million kWh	4.8 Billion kWh	330 M Therms

Building energy use is a major contributor to GHG emissions. Greenhouse gas emissions from this sector come from direct emissions such as fossil fuels burned *on-site* for heating or cooking needs—as well as indirect emissions such as fossil fuels burned *off-site* to supply the building with electricity. Building energy use contributes significantly to GHG emissions. Direct emissions include fossil fuels burned on-site for heating or cooking needs. Indirect emissions can consist of fossil fuels burned off-site to supply the building with electricity. A building's design and maintenance impact how much GHG it emits. Increasing energy efficiency can help reduce GHG emissions, increase comfort, and result in significant cost savings for homes and businesses.

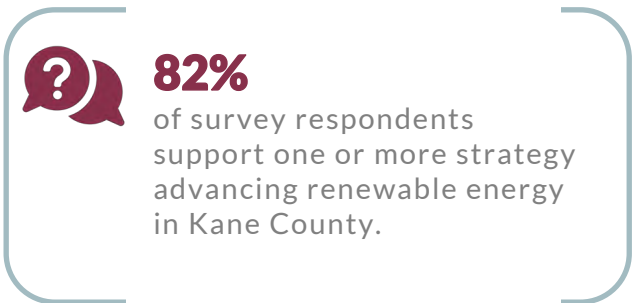
Residential Energy

The residential sector in Kane County consumes nearly 1,619 million kWh annually. This is equal to 3,041 kWh per capita, 118% of the metro area average. The sector also consumes over 217 million therms of natural gas annually, 119% of metro area per capita average.

Commercial / Industrial Energy

This sector consumes over 3,868 million kWh, equal to 17,740 kWh per job—more than 145% of metro area average—and 157 million therms of natural gas annually, 98% of metro area average.

* Includes impacts associated with population increases. See Appendix A for research compiled during plan development which supported planning team in goal finalization.



Saving Money and Reducing Emissions Through the Inflation Reduction Act

The 2022 Inflation Reduction Act offers tax credits to promote cleaner energy adoption, combat climate change, and potentially reduce energy expenses for many. It includes credits like the used electric vehicle credit (up to \$4,000), energy-efficient home improvement credit (up to \$1,200 annually), and residential clean energy credit. These provisions stabilize energy costs, boost savings, and create clean energy jobs.

The Act complements existing programs, enhancing the benefits of clean energy adoption, with a focus on helping disadvantaged communities through outreach and support. These credits cut costs, stimulate quality clean energy jobs, and ensure equitable distribution of benefits.

Saving Money and Reducing Emissions At Home

Transition to high-efficiency electric heating, cooking, hot water systems, appliances, and electric vehicles, all powered by renewable electricity, to effectively reduce pollution and carbon emissions to zero. For many households, rebates and incentives can help make pay for upgrades to reduce your energy consumption and greenhouse gas emissions.

Below are key steps you can take and links to information on federal tax incentives supporting them included in the 2022 Inflation Reduction Act:

- | | |
|--|---|
| 1 Solar Panels
<u>30% tax incentive</u> | 5 Heat Pump Water Heater
<u>Up to \$2,000 in tax incentive</u> |
| 2 Insulated Walls, Floors and Attic
<u>Up to \$8,000 in rebates</u> | 6 Heat Pump Dryer
<u>Up to \$840 in rebates</u> |
| 3 Energy Efficient Windows & Doors
<u>Up to \$600 in rebates for windows and up to \$500 for doors</u> | 7 Induction Stove
<u>Up to \$840 in rebates</u> |
| 4 Electric Vehicle
<u>Up to \$4,000 for a used car</u>
<u>Up to \$7,500 for a new car</u> | 8 Heat Pump Heating and Cooling
<u>Up to \$8,000 in rebates</u> |
| | 9 Smart Thermostat |

Find other Inflation Reduction Act incentives, curated by the Climate Reality Project [here](#).

Calculate what your household can get from the Inflation Reduction Act [here](#):





Buildings and Energy

Equity Considerations

The shift to sustainable energy demands hefty investments in sectors like infrastructure and waste management. However, this transition risks exacerbating social disparities within Kane County communities. Lack of funds for home upgrades, inability to participate in renewable energy ventures, or inability to afford electric vehicles might marginalize certain groups. As the world pivots away from fossil fuels, these traditional systems might become more expensive to fuel and maintain and less reliable, thereby intensifying the financial strain. Economically disadvantaged individuals may be more vulnerable to climate change effects, having limited resources to manage weather extremes.

- **Home Energy Efficiency Retrofitting:** Without financial resources, individuals can't upgrade their homes to be energy efficient.
- **Renewable Energy Projects:** Many can't participate due to financial constraints.
- **Electrification:** High upfront costs of switching from fossil fuel to electric heating systems are a barrier for many.



Climate Impacts

This sector impacts climate change through the combustion of fossil fuels (gasoline, diesel, propane) for on-road cars and trucks and off-road vehicles and equipment.



Climate Hazards

Hazards to buildings and energy involve extreme weather and flood-induced infrastructure damage, more frequent power outages, and increased energy demand and costs due to weather fluctuations and rising temperatures.



The strategies on the next pages show how we achieve our climate goals for Buildings and Energy. Each strategy has detailed actions explained in the Implementation section of this plan.



Click the double arrow symbol below each strategy description to view these detailed actions for each strategy.

Buildings and Energy

STRATEGIES

Strategy BE 1

Improve total community wide residential, commercial, institutional, and industrial building energy efficiency by 12% for electricity and natural gas by 2030.

The US Energy Information Administration reports that homes constructed after 2000 consume 15% less energy per square foot compared to those built in the 1980s, and 40% less than those pre-1950. This illustrates the considerable scope for enhancing energy efficiency by retrofitting older homes with modern technologies. There are over 84,000 homes built before 1980 throughout the county, making up 56.4% of owned and 59.3% of rented homes. Upgrading the energy efficiency of these older structures could significantly curb community energy use and reduce energy costs for households.

▶▶ Go to Implementation and Actions for supporting actions.

Strategy BE 2

Increase adoption of high performance building construction technology, achieving 1% Net Zero households and commercial properties community wide by 2030. (Net Zero buildings are energy efficient buildings that produce as much energy on-site as they consume in a year)

High-performance buildings, 30% more energy-efficient than standard ones, bring many benefits. They cut energy use, carbon emissions, and costs. Advanced materials reduce maintenance. Better indoor conditions boost well-being and productivity. Net Zero buildings, part of this group, use minimal energy and produce on-site power, often via renewables like solar or wind. This enhances resilience and saves money, making them ideal for a sustainable future.

▶▶ Go to Implementation and Actions for supporting actions.

Strategy BE 3

Achieve 10% residential and commercial and industrial building "fuel switching" from on-site fossil fuel combustion to electrification by 2030.

The US Census shows most County homes use natural gas (87.9%) or electricity (10.9%) for heating. As the regional electric grid expands its renewable electricity share, reducing and ultimately eliminating on-site fossil fuel use becomes increasingly important. This is where building heating fuel switch to electrification or other zero emission fuels plays a key role. This process involves replacing traditional fossil fuel-based heating systems with electric ones. By doing so, it not only reduces carbon emissions but also improves energy efficiency. Moreover, this transition is a central requirement to achieving regional GHG reduction goals in the building sector.

▶▶ Go to Implementation and Actions for supporting actions.

Strategy
BE 4

Increase renewable energy to 25% of community-wide residential, commercial, institutional, and industrial building electric use by 2030. (on-site and green source purchase)

Anticipated GHG reductions from grid electricity shouldn't divert attention from consumer-driven renewable energy choices for meeting GHG reduction goals. Those property owners who are unable to install solar panels can purchase renewable energy from utilities or community solar programs to achieve Net Zero electricity, contributing to a cleaner grid. For properties suitable for solar, on-site renewables bring not only GHG cuts but also cost savings and energy resilience. These benefits emphasize the significance of more renewable energy use for the county's sustainable future.

▶▶ Go to **Implementation and Actions** for supporting actions.

Strategy
BE 5

Increase resilience of community-wide buildings to potential impacts of climate change. (impacts include increased flooding risk, increased extreme weather events, and increased extreme temperature events)

By 2100, Kane County can anticipate an increase of up to 15% in total annual precipitation and an increase in heavy precipitation events of up to 30%. The timeframe between rains is expected to continue to increase, meaning dryer ground conditions and increased stormwater runoff. In addition, the county can anticipate an increased risk of extreme temperature and weather events. In anticipation of these impacts, actions to increase the resilience of our homes, businesses, and institutions is a central need to ensure climate resilience.

▶▶ Go to **Implementation and Actions** for supporting actions.

Strategy
BE 6

Improve total government building energy efficiency by 15% by 2030. (electricity and natural gas, including water and wastewater infrastructure)

Strategy
BE 7

Achieve 25% government building thermal "fuel switching" from on-site fossil fuel combustion to electrification by 2030.

Strategy
BE 8

Increase renewable energy to 100% of government building electric use by 2030. (on-site and green source purchase)

Local governments can lead in energy efficiency, fuel switching, and renewables, cutting GHG emissions and setting adoption examples.

▶▶ Go to **Implementation and Actions** for supporting actions.

Buildings and Energy

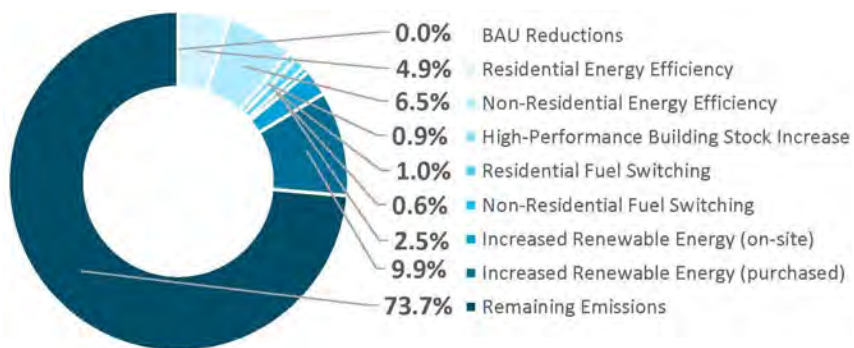
Planned Sector Emission Reductions Through 2030

The strategies and actions included in this section of the Climate Action Implementation Plan are projected to reduce countywide annual GHG emissions by 1,156,299 metric tons (MT) annually by 2030. The result is a total countywide Buildings and Energy sector reduction of 26.3% below 2019 levels.

When compared to 2019 emissions, this is equivalent to eliminating over 343,000 of the county's current vehicles from the road, or 22.7 billion cubic feet of human-made GHG atmosphere annually by 2030.

Sector Emissions Reduction below 2019 by 2030

The total change to sector emissions include CAIP reductions and business-as-usual emission changes as follows:



What You Can Do

You can support the goals of the Buildings and Energy section of this climate action implementation plan as an individual, household, or a business. Here are just a few things you can do:



Use less energy

- Set your thermostat 2° or more higher during cooling season, lower during heating season.
- Turn down your water heater to 120°.
- Replace an older home thermostat with a “[smart](#),” programmable model.
- Schedule a home energy audit through [ComEd](#) or a licensed contractor.
- Install, or have a licensed contractor install, more insulation in your home.
- Install [energy-efficient windows and doors](#), working with a licensed contractor.
- Use [ENERGY STAR](#) certified energy-efficient appliances.
- [Learn more](#) about other ways you can save energy year-round.



Go Renewable

- Install solar photovoltaic (PV) or solar thermal panels at your home, working with a [licensed contractor](#).
- If possible, participate in a residential solar [group purchasing program](#)
- If you don’t own your home (or if your home is not suitable for solar) support solar development by subscribing to [community solar](#).



Reduce on-site fossil fuel use

- Replace your clothes dryer with a [heat pump dryer](#) or line dry your clothes.
- Replace your gas range with an [induction cooktop](#).
- Replace your home’s heating and cooling system with a [low carbon option](#).



Save Money

- Become familiar with [tax incentives](#), credits and [rebates](#) you may qualify for.



Waste Management

[Click here to return to TOC](#)

CURRENTLY IN KANE COUNTY

3.2%

of community-wide GHG emissions in 2019 from solid waste

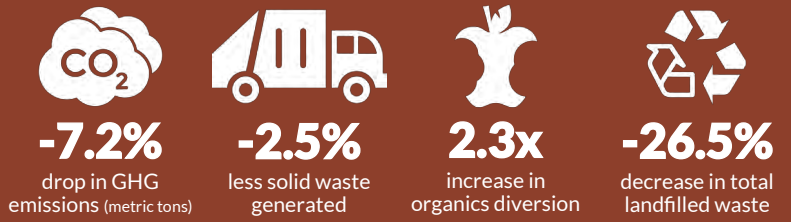
506,223

tons of landfilled waste county-wide in 2020

39,837

tons of organics collection county-wide in 2019

Sector Goals



2019	192,702 MT	797,714 tons	39,837 tons	506,223 tons
2030 Targets*	178,745 MT	774,846 tons	91,000 tons	371,900 tons

Municipal solid waste (MSW) affects climate change, mainly via landfill methane emissions and transport carbon emissions. Waste reduction, recycling, and organic collection mitigate these impacts. Less waste means lower methane emissions from landfills. Recycling reduces resource extraction, saves energy, and cuts carbon emissions. Composting organic waste lowers methane emissions, sequesters carbon, and offers eco-friendly fertilizer alternatives.

Solid Waste in Kane County

Community-wide municipal solid waste (MSW) handled has been estimated based on the County's GHG Inventory. In 2019, county-wide MSW totaled 797,714 tons. According to the Kane County Solid Waste Management Plan (2020), of the total MSW handled, an estimated 5.0% was separated organics, 31.5% was separated recycling, and the remaining 63.5% was landfilled. According to CMAP data, per capita organics collection has increased 36% in Kane County since 2010. However, the same data indicates a 21% increase in per capita landfilled solid waste over the same period indicating strategies to reduce overall waste generation as well as strategies to increase recycling and organics diversion are likely to reduce county-wide solid waste emissions.

Kane County Landfill Waste Characteristics

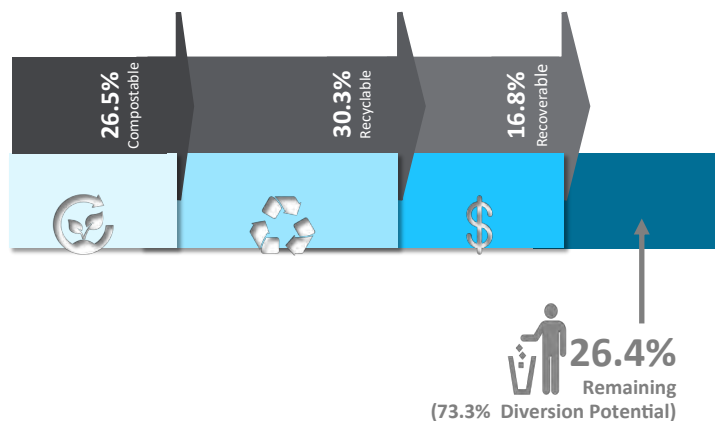
According to the Chicago Metropolitan Agency for Planning (CMAP) and the 2015 Illinois Waste Characterization Study, compostable organics (food and yard waste) comprise 26.5% of landfilled waste streams from urban areas, while recyclable paper, plastic, glass and metal make up 30.3%. Potentially recoverable materials such as wood, construction materials and textiles comprise 16.8% of urban landfilled waste streams. The remaining 26.4% includes various inorganic items, hazardous waste, plastics that are not accepted for recycling, and various other non-recoverable materials.

* Includes impacts associated with population increases. See Appendix A for research compiled during plan development which supported planning team in goal finalization.

90%
of survey respondents support one or more strategy advancing waste reduction and diversion in Kane County.

Waste Diversion Potential (Idealized)

Based on the 2015 Illinois Waste Characterization Study, there may be waste diversion potential of up to 73.6% in the current landfilled materials (idealized maximum). Below is the breakdown of the estimated total maximum potential waste diversion (excluding waste reduction):



RECYCLING AND COMPOSTING HELPS SAVE NATURAL RESOURCES

RECYCLING *and* COMPOSTING
10,000 TONS of Municipal
Solid Waste

Save more than
126 BILLION
BTU OF ENERGY
(British Thermal Units)

THAT'S THE
SAME
AMOUNT

OF ENERGY USED BY

530 HOMES
IN THE COUNTY

**EVERY
TON**
OF PAPER RECYCLED



CAN SAVE
AS MUCH
ENERGY

AS
165
GALLONS
OF GASOLINE

RECYCLING
1 TON
OF ALUMINUM
CONSERVES

OVER
153
MILLION
BTUs

EQUIVALENT
TO

26 BARRELS
OF OIL

OR
1,665
GALLONS
OF GASOLINE



Waste Management

Equity Considerations

Incorporating fairness into solid waste management, such as waste minimization, recycling, and collection of organic waste, guarantees all sectors of the community can access and reap benefits from these services. Overcoming challenges like language, cost, or logistical issues is crucial to encourage widespread participation. Furthermore, food waste reduction could alleviate strains on economically disadvantaged households by redirecting surplus food. Ensuring equity in waste management strategies enhances environmental sustainability while fostering social justice.

Equity Program Examples:

1. **San Francisco's Zero Waste Program** provides equitable recycling and composting services to all community sectors, overcoming language barriers with multilingual resources.
2. **Surplus Food Redistribution Programs** like Northern IL Food Bank reduce food waste by redistributing surplus food from various sources to the needy, aiding low-income households.
3. **The RecycleBank Program** incentivizes recycling with rewards, overcoming cost barriers and indirectly supporting economically disadvantaged households.



Climate Impacts

This sector affects climate change through fossil fuel combustion during material collection, production, and processing, and methane generation from organic material decomposition in landfills.



Climate Hazards

Hazards to the waste management system include damage to infrastructure from extreme weather and flooding.



The strategies on the next pages show how we achieve our climate goals for Waste Management. Each strategy has detailed actions explained in the Implementation section of this plan.



Click the double arrow symbol below each strategy description to view these detailed actions for each strategy.

Waste Management STRATEGIES

Strategy WM 1

Decrease total municipal solid waste handled 2.5% by 2030. (-17.5% estimated per household decrease)

“Reduce, reuse, recycle” has been a well known slogan since the beginning of the Earth Day movement in the 1970’s. Though simple, it successfully outlines what we can and must to do reduce the impacts of our material use and waste. By decreasing the amount of materials we create, use, and throw away, we reduce energy consumption and greenhouse gas emissions from landfills. Households and businesses practicing waste reduction can save substantial sums each year. The ongoing creation of policies and enhancements to operations that facilitate substantial landfill diversion and productive waste stream utilization present a major environmental prospect for Kane County.

▶▶ Go to Implementation and Actions for supporting actions.

Strategy WM 2

Achieve 35% organics landfill waste diversion by 2030. (from 6.7% to 15% of total MSW)

Organic compound breaks down in landfills. This decomposition is the largest generator of methane in the waste management sector. Meanwhile, when organics are diverted from landfills in strategies like composting, that waste becomes a valuable soil amendment, helping to increase the carbon and overall productivity of soil. According to the 2015 Illinois Waste Characterization Study, compostable organics make up 26.5% of landfilled waste streams from urban areas (this excludes paper and construction wood waste). Increasing the diversion of these materials from landfills to composting and other organics recycling applications represents a significant opportunity for Kane County to reduce its waste related GHG emissions while increasing overall sustainability.

▶▶ Go to Implementation and Actions for supporting actions.

Strategy WM 3

Increase recycling from 31% to 37% of total MSW handled by 2030.

Creating a circular economy through recycling requires less extraction of resources, generates less waste, increases energy savings, reduces greenhouse gas emissions, and supports local job creation and economic investment. Portions of Kane County have good participation rates for recycling. However, the 2015 Illinois Waste Characterization Study indicates opportunities for increased capture of recyclables, especially paper and food and beverage containers made from plastic and glass.

▶▶ Go to Implementation and Actions for supporting actions.

Waste Management

Strategy WM 4

Decrease municipal solid waste from government operations 15% by 2030.

As with other aspects of government operations, local governments can provide important leadership in reducing the impacts of waste management. By focusing on decreasing solid waste generated and increasing diversion of organic and recycling materials, local governments can reduce GHG emissions and set waste reduction examples. In addition, reduction of waste can mean operational cost savings. The Minnesota WasteWise program reported average business savings of \$431 for participants in their waste reduction program while ReFED's report "A Roadmap to Reduce U.S. Food Waste" calculates over \$2,400 in savings for every ton of food waste eliminated.

▶▶ Go to Implementation and Actions for supporting actions.



Waste Management

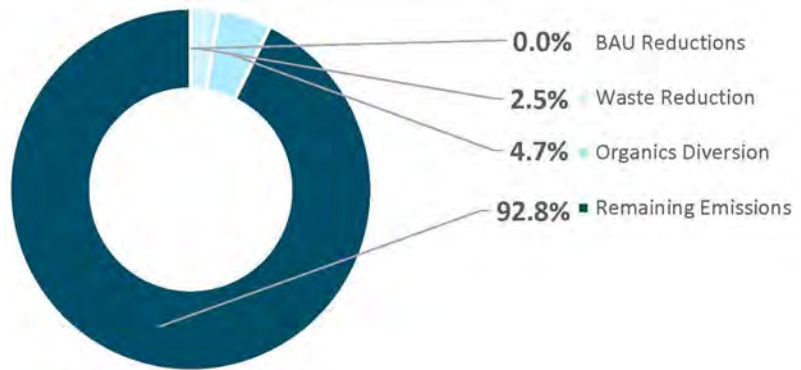
Planned Sector Emission Reductions Through 2030

The strategies and actions included in this section of the Climate Action Implementation Plan are projected to reduce countywide annual GHG emissions by 13,956 metric tons (MT) annually by 2030. The result is a total countywide Waste Management sector reduction of 7.2% below 2019 levels.

When compared to 2019 emissions, this is equivalent to eliminating over 3,700 of the county's current vehicles from the road, or 274 million cubic feet of human-made GHG atmosphere annually by 2030.

Sector Emissions Reduction below 2019 by 2030

The total change to sector emissions include CAIP reductions and business-as-usual (BAU) emission changes as follows:



What You Can Do

You can support the goals of the Waste Management section of this climate action implementation plan as an individual, household, or a business. Here are just a few things you can do:



Increase Organics Diversion

- Compost food and yard waste.
- Eat seasonally and shop local to ensure fresher, higher-quality produce with longer shelf life.
- Drop off yard and organic waste at a Kane County [drop off site](#), or participate in an organics collection program.
- Work with your employer/business to compost, or start organics recycling on site.
- Aim to eliminate food waste. Eat existing fridge contents first. Plan meals and shop accordingly. Learn more [here](#).
- Become familiar with organic waste [drop off locations near you](#) and what you can bring there.



Reduce what you throw away

- Use LEDs and rechargeable batteries to reduce eWaste.
- Upgrade, donate, or recycle old electronics.
- Use reusable bags for all shopping.
- Swap single-use plastics for durable, reusable alternatives.
- Choose items with no, minimal, compostable, or fully recyclable packaging.
- Repair or donate reusable or repairable items instead of discarding.
- Become familiar with recycling [drop off locations near you](#) and what you can bring there.
- [Learn more](#) about how and what you can recycle in Kane County.



Water and Wastewater

[Click here to return to TOC](#)

CURRENTLY IN KANE COUNTY

0.4%

of community-wide GHG emissions in 2019 from Water and Wastewater management

27,034,100,000

gallons of wastewater treated in 2019

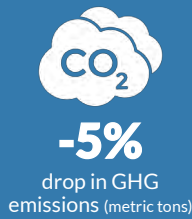
60

flood events in Kane County reported by NOAA since 2000

\$11,950,000

in flood damage in Kane County reported by NOAA since 2000

Sector Goals



2019	31,821 MT	27 Billion Gallons
2030 Targets*	30,230 MT	25.6 Billion Gallons

Climate change adaptation in the Midwest is closely tied to water and wastewater management. As global warming alters temperature and rainfall patterns, it affects water availability and quality, posing challenges for wastewater management. To address the region's water risks, climate adaptive measures are crucial.

With a changing climate affecting water supply, practices like water conservation, efficient irrigation, and drought-tolerant landscaping (Xeriscape) are essential for the agriculturally dominant Midwest. Efficient water usage can help meet needs amid climate fluctuations.

Increased rainfall can overwhelm wastewater infrastructure, leading to untreated sewage entering water sources. Adaptive strategies include expanding capacity at wastewater facilities, implementing green infrastructure like rain gardens and bioswales for stormwater management, and preventing contamination.

Changes in water availability and quality also impact water supply treatment plants. Adaptation may involve using advanced treatment technologies or adjusting processes to handle varying water quality, find alternative water sources, and drill deeper into the aquifer.

Incorporating climate forecasts into planning supports proactive adaptation, enhancing the long-term sustainability of water and wastewater management. Prioritizing resilience through strategies that anticipate climate change impacts can secure safe water and effective wastewater treatment, safeguarding public health, the economy, and the environment in Kane County.

* Includes impacts associated with population increases. See Appendix A for research compiled during plan development which supported planning team in goal finalization.



Regional Water Stress

By 2025, an estimated 1.8 billion people will live in areas plagued by water scarcity, with two-thirds of the world's population living in water-stressed regions. Since 1985 the Kane County region has had a reduction in water yield of approximately 10%. Through 2050, the County can anticipate an increase in water demand of 20%.

(Sources: "Adaptation to Future Water Shortages in the United States Caused by Population Growth and Climate Change", World Resources Institute, USGS).

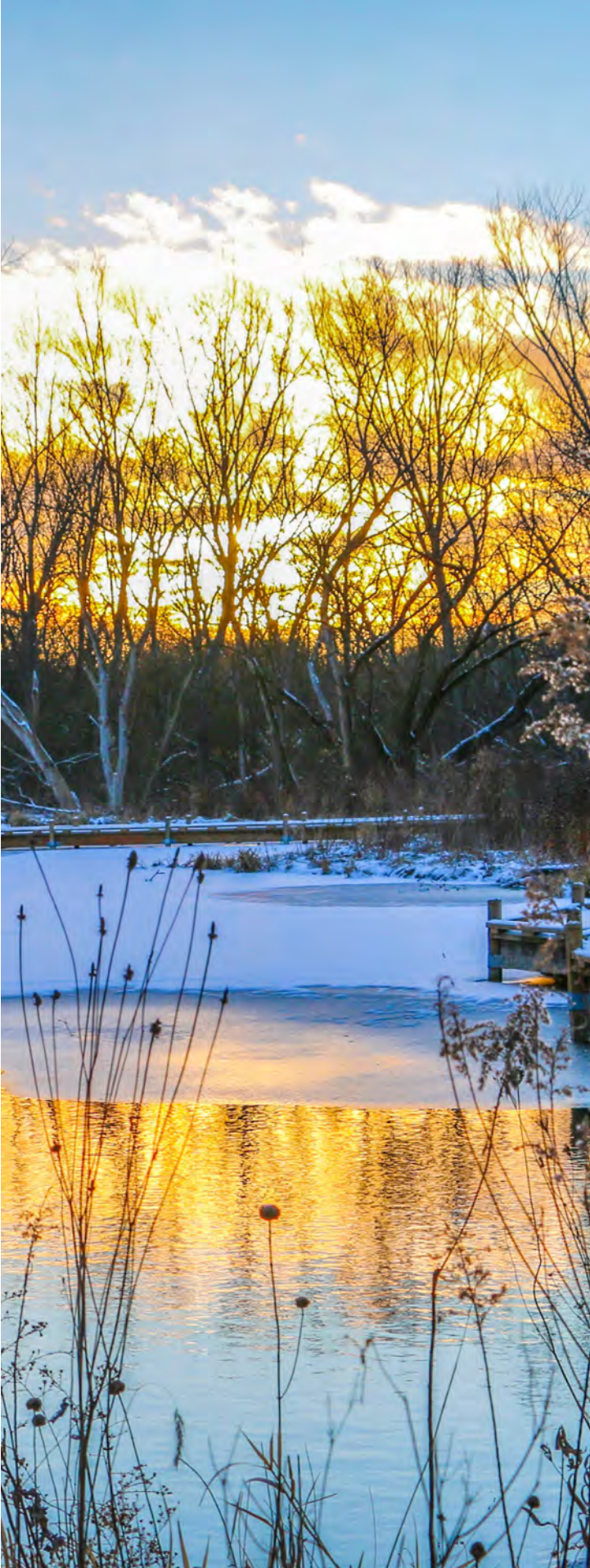
THE INS AND OUTS OF SAVING WATER

Outside The Home

- Restore**
Replace turf with native prairie and wildflower grasses.
- Planning**
Prioritize water + energy efficiency, such as placing plants for home.
- Mulch**
Use organic mulches to lessen soil evaporation.
- Care**
Avoid improper pruning/fertilizing to reduce landscape water usage.
- Salt**
Minimize salt use in winter by shoveling, scraping ice, and using alternatives to salt.
- Watering**
Water at night to increase soil absorption of water.

Inside The Home

- Under 5**
Shower in five minutes or less.
- Turn It Off**
Turn off water when washing dishes and brushing teeth.
- Fill It Up**
Use full loads in your washing machine.
- WaterSense**
Replace fixtures with WaterSense labeled products.



Water and Wastewater

Equity Considerations

Climate change impacts water scarcity and quality, disproportionately affecting underserved communities lacking resources for adaptation. They often reside in flood-prone areas, risking exposure to untreated sewage. Equity in climate adaptation entails inclusive strategies benefiting all communities. This includes extending resilient infrastructure investment to all regions, supporting lower-income households' access to water-saving technologies, and prioritizing public engagement in decision-making.

Equity Program Examples:

1. **Disadvantaged Communities Involvement** – a program in California which allocates funding for water infrastructure in vulnerable areas.
2. **Denver Water's Assistance Program** - supports low-income households in acquiring water-efficient appliances, promoting water conservation.
3. **Flint, Michigan's Community Engagement and Citizen Advisory Committee** - ensures residents participate in decision-making affecting their water security.



Climate Impacts

This sector impacts climate change through fossil fuel use to generate the electricity required to process and distribute water and treat wastewater. Water bodies that are high in pollutants like Nitrous Oxide can also emit GHG.



Climate Hazards

Hazards to the water and wastewater system involve extreme weather and flood-induced infrastructure damage. Countywide, the potential for intensified flooding and flash floods has increased.



The strategies on the next pages show how we achieve our climate goals for Water and Wastewater. Each strategy has detailed actions explained in the Implementation section of this plan.



Click the double arrow symbol below each strategy description to view these detailed actions for each strategy.

Water and Wastewater

STRATEGIES

Strategy W 1

Promote increased water conservation and wastewater generation community-wide with a targeted reduction of 5% by 2030.

Cutting water use and reducing wastewater is crucial for addressing climate change by linking water, energy, and emissions. Water scarcity is a global concern exacerbated by climate change, and Kane County will be equally impacted. Using less water eases pressure on freshwater resources, benefiting ecosystems and biodiversity. It also lowers energy needs for water treatment and transportation, cutting greenhouse gas emissions. Minimizing wastewater is vital too, saving energy and reducing emissions from treatment. These practices support sustainable development, boost water security, and enhance resilience to climate impacts.

▶▶ [Go to Implementation and Actions for supporting actions.](#)

Strategy W 2

Update design standards and implement plans to meet projected climate change storm water and flood mitigation requirements.

Kane County expects a 15% increase in annual precipitation and 30% more heavy downpours by 2100. Meanwhile, changing rainfall patterns with increased number of days between rain events could raise Illinois' drought potential severity index by 40%, leading to more runoff and flash flooding on less absorbent ground. Infrastructure in the state is typically designed based on Illinois State Water Survey's Bulletin 75 precipitation estimates which analyze the historical frequency of heavy rainfall events through 2011. To prepare for climate change, we must use projections, like those from NOAA and others, that consider increased precipitation and heavier rainfall events.

▶▶ [Go to Implementation and Actions for supporting actions.](#)

Strategy W 3

Increase groundwater, stream, river and wetland water quality protection and restoration.

Preserving aquifers, natural water bodies, and lakes is essential for effective climate adaptation. These water sources play a key role in storing freshwater, sustaining ecosystems, and supporting human needs. They contribute to water security, bolster ecosystem resilience, and assist in managing stormwater. To protect them, it's vital to implement sustainable groundwater management, practice land use planning that prevents contamination, and preserve riparian zones. Enforcing water pollution regulations and educating communities about their importance are crucial for long-term protection and improved climate adaptation. Meanwhile, bolstering existing partnerships, collaborations, and projects will ensure continued progress.

▶▶ [Go to Implementation and Actions for supporting actions.](#)

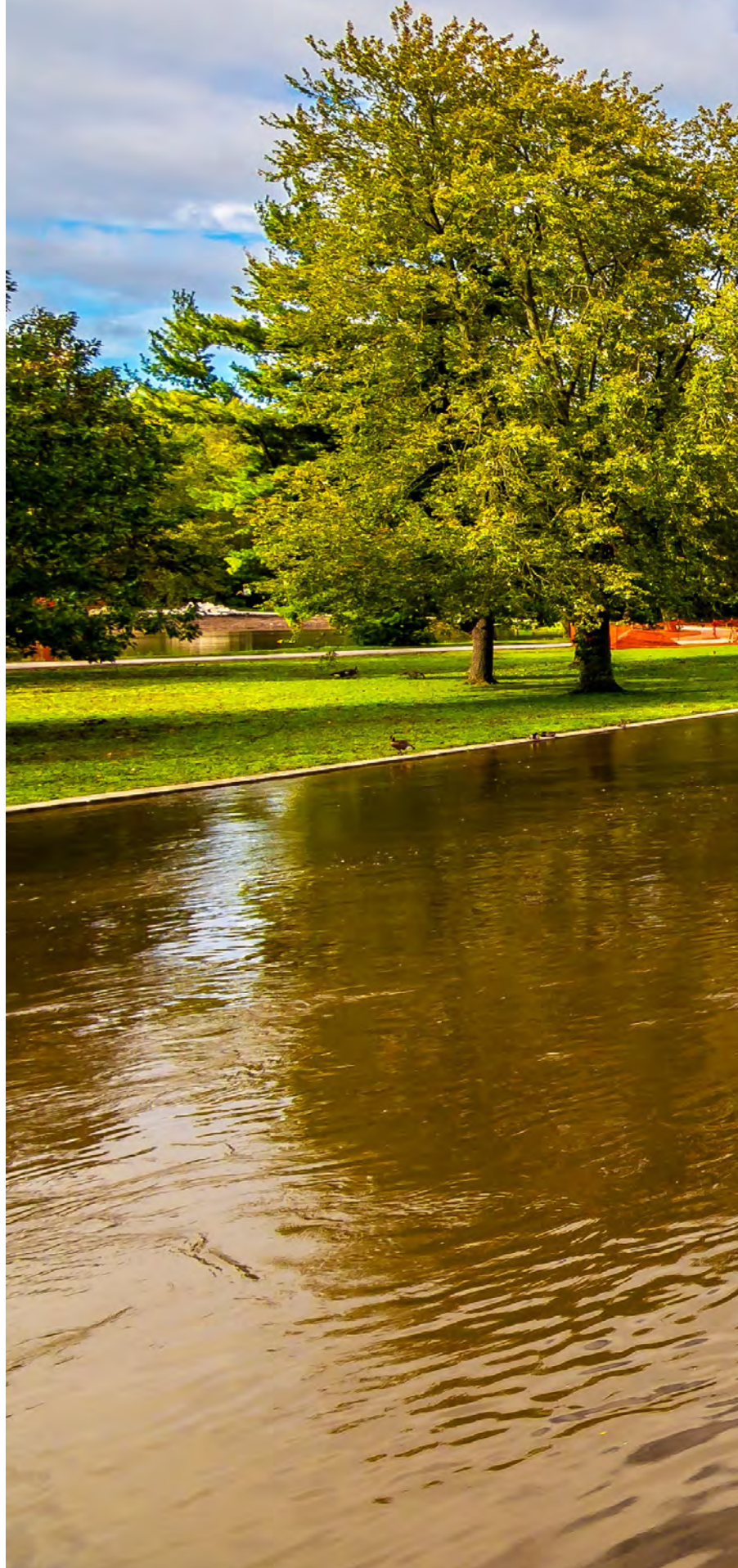
Water and Wastewater

Strategy
W 4

Educate, engage, and empower the public on water quality and conservation.

Community education is a vital strategy for increasing water conservation and water quality protection. By raising awareness and providing knowledge and skills, community education can empower people to adopt sustainable water practices and behaviors. Community education can also foster collaboration and participation among different stakeholders, such as water utilities, local governments, schools, businesses, and citizens. Through community education, people can learn how to use water efficiently, reduce water pollution, protect water sources, and support water-related policies and programs. Community education can help create a culture of water stewardship that benefits both the environment and society.

▶▶ **Go to Implementation and Actions** for supporting actions.



Water and Wastewater

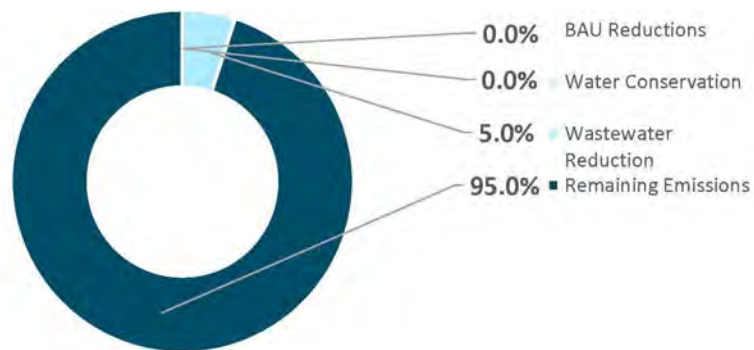
Planned Sector Emission Reductions Through 2030

The strategies and actions included in this section of the Climate Action Implementation Plan are projected to reduce countywide annual GHG emissions by 1,591 MT annually by 2030. The result is a total countywide Water and Wastewater sector reduction of 5% below 2019 levels.

When compared to 2019 emissions, this is equivalent to eliminating over 500 of the county's current vehicles from the road, or **28.5 million** cubic feet of human-made GHG atmosphere annually by 2030.

Sector Emissions Reduction below 2019 by 2030

The total change to sector emissions include CAIP reductions and business-as-usual emission changes as follows:



What You Can Do

You can support the goals of the Water and Wastewater section of this climate action implementation plan as an individual, household, or a business. Here are just a few things you can do:



Reduce Your Use Inside

- Be mindful of your water use and focus on [changes in habits](#) such as turning off water when brushing your teeth and taking shorter showers.
- Trade your shower heads and faucets for [WaterSense](#) labeled low-flow, water-efficient options.
- Install — or have a licensed plumber install — a [WaterSense](#) labeled, water-saving low-flow toilet.
- Install a leak detection system.
- Replace your clothes washer and dishwasher with a low water use unit, and avoid running small or partial loads.



Reduce Your Use Outside

- Replace your lawn with [prairie grass](#), [wildflowers](#), or landscape using Xeriscaping principles.
- Collect rainwater in rain barrels to water your lawn and/or plants.
- If you have a lawn and garden irrigation system, or use hoses and sprinklers, water thoroughly less often, and do so in the early morning or evening.
- Retrofit existing irrigation systems with smart irrigation controls that use soil moisture and weather data to determine irrigation needs.
- Avoid improper pruning, fertilization, mulching, and salting to reduce landscape water usage and contamination.



Local Food and Agriculture

[Click here to return to TOC](#)

CURRENTLY IN KANE COUNTY

2.4%

of community-wide GHG emissions in 2019 from Local Food and Agriculture

21

community gardens and farmer markets county-wide

136,000

acres of agricultural land county-wide

-700,000

change in total agricultural acreage state-wide since 2000

7.3%

of population estimated with food insecurity in county

Sector Goals



Climate change disrupts agriculture, causing erratic weather and crop yields, affecting food prices and availability, which affects the economic opportunities and viability of local agriculture. Our preference for animal products, which have high environmental costs, exacerbates global warming and influences food production. Food transport, needing fossil fuels and refrigeration, contributes to climate issues. Sustainable solutions like reduced transport via local farms and food production and processing.

In the Midwest, agricultural emissions from fertilizers, livestock, and machinery worsen climate issues, threatening crops and water management. Sustainable farming, including practices like cover cropping and reduced tillage, improves soil and reduces CO₂. Techniques like organic, regenerative agriculture, and agroforestry farming enhance soil health and biodiversity, lowering greenhouse gases, crucial for addressing Midwest climate challenges.

Economic Potential of Local Food Purchases

Purchasing food from local sources reduces the environmental impact of our diet by shortening the food supply chain and cutting greenhouse gas emissions from transportation. It also helps the local economy and small businesses. Studies show that local produce farms in a food market create about 32 jobs for every \$1 million in revenue, compared to only 10.5 jobs in wholesale channels. Data from the [Growing for Kane Program](#) illustrate that local food production is in high demand and provides economic stability for many in our county.

Additionally, community gardens and neighborhood gardening promote outdoor and social activities, fostering social bonds, providing opportunities for different age groups to engage, supporting low-impact exercise, and creating habitats for plants, animals, and pollinators.



Potential Farmland Loss in Kane County

Illinois has lost over 700,000 acres of farmland since 2000. What's concerning is that 84% of the remaining agricultural land in the state is classified as nationally significant, meaning it's crucial for long-term food production. Unfortunately, farms near urban areas, similar to Kane County, have contributed to two-thirds of this farmland loss.

In Kane County, farms are under a significant threat to development or conversion to other uses like large-scale solar arrays. Despite occupying only 0.9% of the state's land area, it's estimated that nearly 8% of the total farmland loss in Illinois will happen in Kane County if we continue with business-as-usual. By using farmland protection strategies, we can reduce this loss from 27,900 acres to less than 20,000, which is a 30% reduction in farmland loss, according to the American Farmland Trust.

Since the early 2000s, Kane County has made significant progress in preserving its farmland under a Farmland Protection Ordinance. The County was the first in the state with this type of mechanism, allowing landowners to permanently protect their farmland. By the end of 2023, a total of 7,000 acres of farmland have been protected.



EATING OUR WAY TO CLIMATE RESILIENCE

6 Ways to Combat Climate Change with Food



Eat Climate-Friendly

The simplest way to increase climate-friendly purchasing is to buy more fruits, vegetables and other plant-based foods.

Eat Less & Better Meat

Meat has a high carbon footprint—eating less helps. You can also choose lower-footprint meats like chicken or fish.



Waste Less

1/3 of all food produced is wasted—and is responsible for 8% of worldwide GHG emissions. Eliminating food waste reduces this impact and address food insecurity.

Urban Agriculture

Urban farms, from community and home gardens to rooftop greenhouses, boost fresh food availability, fortify food system resilience, and promote sustainability.



Protect Soil

Safeguarding farmlands, promoting local, sustainable agriculture, and using climate-friendly practices boosts soil health, decreasing water use and increasing carbon sequestration.

Eat Local

Buying local food reduces "food miles", lowers fossil fuel usage and greenhouse gas emissions, preserves local lands, supports wildlife habitats, and encourages availability and capacity to grow fresh produce .





Local Food and Agriculture

Equity Considerations

"Food deserts" often prevail in low-income neighborhoods, where access to full-service supermarkets or grocery stores is limited, leaving residents with inadequate affordable, nutritious food options. This situation, compounded by the prevalence of fast-food restaurants, leads to "nutrition deserts." However, attempts to rectify this via local food programs can unintentionally perpetuate inequities. These programs, typically shaped by the dominant population, may overlook the disenfranchisement of marginalized individuals within the food system. As a result, those unable to afford "local" or organic may remain excluded, perpetuating food insecurity.

Equity Program Examples:

1. **Philadelphia Food Trust** - an initiative to combat food deserts by partnering with local supermarkets and community organizations to improve the availability of fresh food in underserved neighborhoods.
2. **Healthy Bodegas Initiative** - a program of the City of New York to transform local corner stores into sources of healthier food.
3. **Daily Table** is a nonprofit community grocery store chain dedicated to providing fresh, convenient and nutritious food at prices everyone can afford.



Climate Impacts

This sector impacts climate change through deforestation for farmland, methane emissions from livestock, release of nitrous oxide from fertilizer use, and other GHG emissions from fossil fuels used in farming practices and long-distance transportation of goods.



Climate Hazards

Fluctuating and volatile temperatures, affecting availability of local produce, feed, and meat. Flooding, droughts, wind, and unseasonal frosts affect land, infrastructure, and safety alike



The strategies on the next pages show how we achieve our climate goals for Local Food and Agriculture. Each strategy has detailed actions explained in the Implementation section of this plan.



Click the double arrow symbol below each strategy description to view these detailed actions for each strategy.

Local Food and Agriculture

STRATEGIES

Strategy FA 1

Increase share of farms using low emission or regenerative agriculture practices. Achieve 50% carbon positive soil adoption rate by 2030.
(measured by share of total acres)

Farm crop practices can effect the greenhouse gas emissions associated with soil management. Soil emissions result from fertilizers, specific crops, and soil changes through irrigation.

Regenerative farming practices can both help to reduce GHG emissions as well as reverse soil degradation. These practices include rotational grazing, mixed crop rotation, cover cropping and no-till farming, which reintroduces carbon back into the soil as crop residues are pressed down when seeding.

▶▶ Go to Implementation and Actions for supporting actions.

Strategy FA 2

Reduce GHG emissions from animal agriculture, achieve 10% manure management adoption rate and 20% high feed efficiency practices adoption rate by 2030.

Increasing cow feed efficiency reduces methane emissions, with benefits from adding legumes, using grass, and boosting feed oil content. Meanwhile, livestock manure contributes significantly to GHG emissions, with 12% in the US and 14.5% globally.

Implementing specific manure management practices can lower methane emissions. Anaerobic digestion, a process where microorganisms break down organic matter without oxygen. Use of anaerobic digestion has three layers of emissions benefits as it can reduce emissions associated with manure storage and application while converting the methane into an energy source replacing fossil fuel use support farm operations or for sale to industrial consumers.

▶▶ Go to Implementation and Actions for supporting actions.

Strategy FA 3

Increase production of and access to local food, particularly serving low income and food insecure individuals.

The US agriculture system faces regional climate challenges. The Pacific states are at risk due to limited water, warmer winters, and erratic spring weather. In the Great Plains and Midwest, grain production struggles with variable weather, heat waves, and flooding. Beef, pork, and poultry production in these regions and the Southeast are at risk from extreme weather, which can disrupt feed, water, and power supplies.

Climate change impacts on the food system affect everyone, but low-income and food-insecure individuals are particularly vulnerable. Enhancing local food systems can boost resilience, food security, job creation, and community wealth.

▶▶ Go to Implementation and Actions for supporting actions.

Strategy
FA 4

Reduce food waste and hunger, achieve a 50% reduction in food insecurity community-wide by 2030.

Nationally, 30-40% of the food supply is estimated to be wasted. There is an estimated 60,000 tons of food waste in Kane County's solid waste stream annually. In addition to the greenhouse gas emissions generated, this food waste represents an economic loss of over \$75 million every year. Beyond reducing economic loss, food that is wasted could have benefited families in need. Climate change is likely to diminish food security through production disruptions that lead to local availability limitations and price increases, interrupted transport conduits, and reduced food safety among other causes. Reduction of food waste supports this plan's Waste Management sector goals, improves the overall sustainability of the community, and could reduce food insecurity within the community.

▶▶ Go to Implementation and Actions for supporting actions.

Strategy
FA 5

Protect and preserve agricultural land while increasing its resilience to climate shocks.

Kane County farms provide the opportunity for increased local food production and resilience, while agriculture and forestry land uses alone could provide as much as 20% to 30% of the mitigation needed globally to limit global warming to 1.5°C. Unfortunately, climate disruptions to agricultural production have increased over the past 40 years and are projected to rise further, with increasingly negative stressors on agricultural lands and the farmers managing them. These growing stressors are occurring at a time when the United States is losing over 80 acres of farmland to development every hour. Protecting and preserving the region's agricultural land is an important component of supporting the resilience of local food systems.

▶▶ Go to Implementation and Actions for supporting actions.

Local Food and Agriculture

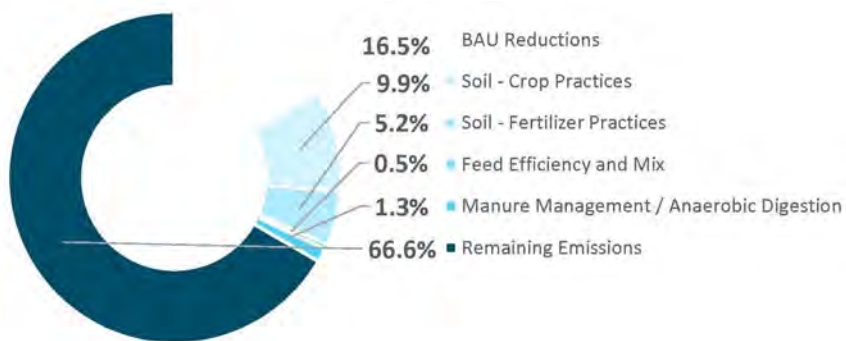
Planned Sector Emission Reductions Through 2030

The strategies and actions included in this section of the Climate Action Implementation Plan are projected to reduce countywide annual GHG emissions by 29,073 metric tons (MT) annually by 2030. In addition there is an anticipated reduction of 28,265 MT in “business-as-usual” agricultural sector emission changes. The result is a total countywide Local Food and Agriculture sector reduction of 33.4% below 2019 levels.

When compared to 2019 emissions, this is equivalent to eliminating over 17,000 of the county’s current vehicles from the road, or **28.5 billion** cubic feet of human-made GHG atmosphere annually by 2030.

Sector Emissions Reduction below 2019 by 2030

The total change to sector emissions include CAIP reductions and business-as-usual (BAU) emission changes as follows:



What You Can Do

You can support the goals of the Local Food and Agriculture section of this climate action implementation plan as an individual, household, or a business. Here are just a few things you can do:



Grow your own

- Start a [vegetable garden](#) in your yard.
- See if there is a [community garden](#) near you, or work with others to start a community garden so you can grow your own.
- Explore back-yard poultry keeping. Ask your local government for specific local requirements.
- Plant fruit or nut bearing trees or shrubs that are well suited for our hardiness zone on your property. Examples include: Trees: Paw Paw, Cherry, Apple, Pear, Plum, Black walnut, Shrub: Serviceberry, Currant.



Eat climate-friendly

- Eat a plant-rich diet. Animal products are extremely GHG-intensive to produce compared to plants. Eating less meat and dairy will reduce emissions associated with food consumption. A great place to start is with “Meatless Mondays”.
- Eat regionally-grown food that is suitable for the Illinois climate will make a difference through [reduced transportation-related emissions](#).
- [Plan meals](#) to maximize nutrition and minimize climate impact.



Support local growers

- Buy food directly from a local grower on an ongoing basis by joining a [Community Sponsored Agriculture \(CSA\)](#) group or frequenting a [farmer's market](#).
- Support restaurants and grocery stores that use and sell locally-grown food.
- Buy food that is in season, minimizing the distance food must travel.
- Support your local farmers markets and farm stands..
- Buy ethically grown and harvested food, like fair-trade coffee and chocolate.



Practice regenerative farming

- Farmers can participate in the [Illinois Nutrient Loss Reduction Strategy](#), a statewide effort to stabilize soil nutrients.
- Implement [rotational grazing](#).
- Practice [intercropping](#) to improve soil health.
- Reduce fuel costs and improve soil health through [no-till farming](#).





Greenspace and Ecosystems

[Click here to return to TOC](#)

CURRENTLY IN KANE COUNTY

16.9%

Average tree canopy coverage county-wide

13.8%

Average impervious surface coverage county-wide

16.2%

Manicured lawn coverage county-wide

1.7°F

Hotter than surrounding region due to heat island effect

Sector Goals



2019	56,171 acres	53,755 acres	32,605 acres
2030 Targets*	59,800 acres	50,755 acres	29,344 acres

Trees and natural ground coverings are instrumental in bolstering regional health, enhancing air and water quality, cutting down energy usage in buildings, and contributing to climate mitigation. Recent research indicates that even simple interactions with nature, like visiting a park or observing a tree, can substantially boost a person's health and reduce stress levels. Consequently, our appreciation of trees has broadened to include their significant mental and physical health benefits. In terms of environmental advantages, trees play an indispensable role in purifying air by extracting harmful pollutants, such as carbon monoxide, particulate matter, and ground-level ozone. These contaminants can reach toxic levels and trigger asthma and other respiratory issues. The planting of tree species that are native to the Kane County area will increase the benefits to local ecosystems and at-risk species of insects, birds, and animals.

Prairie Grass and Climate Action

Replacing traditional turf lawns with prairie grass and wildflowers serves as an effective climate adaptation strategy. These native species require less water and maintenance, reducing irrigation needs and carbon emissions from lawn care equipment. Their deep root systems improve soil health, enhance water absorption, and increase carbon sequestration, mitigating flood risk and contributing to climate change mitigation. Additionally, they provide habitats for local wildlife, promoting biodiversity. This transformation supports the ecosystem, reduces environmental impact, and fosters resilience against changing climate conditions, making it a sustainable, multifaceted approach to climate adaptation.

* Includes impacts associated with population increases. See Appendix A for research compiled during plan development which supported planning team in goal finalization.

77%
of survey respondents are moderately, very, or extremely concerned about potential ecosystem loss impacts of climate change.

The Link Between Impervious Surfaces and Extreme Heat

Impervious surfaces like pavements and buildings in a region contribute to higher "heat island" effects, resulting in increased atmospheric and surface temperatures in developed areas compared to rural ones. This rise in temperature, particularly during summer, heightens discomfort and health risks, especially during heat waves. A 2006 study by Minnesota State University and the University of Minnesota defined a ratio illustrating the correlation between a region's impervious surface percentage and the corresponding heat island temperature increase. Many residents of Chicago and the surrounding areas live in neighborhoods that experience extreme increases in heat due to this combination of impervious surface cover and lack of tree cover.

WHY TREES MATTER

The Benefits of Planting Trees

Community



Trees and green spaces enhance life quality and reduce stress levels.



Trees on your property can uplift the whole community.



Traffic moves more slowly and safely on tree-lined streets.

Environment



Trees reduce heat islands by cooling through evaporation and shading.



Trees enhance air quality by filtering dust and harmful pollutants like ozone.



Trees provide habitat, food, shelter, and protection for various wildlife. A focus on native species provides the best enhancements for wildlife.

Economy



Trees can regulate home temperature, reducing cooling and buffering winter winds.



Well-landscaped homes with mature trees can increase property value by up to 10%.



Through reducing energy demand, trees lower utility infrastructure costs, benefiting consumers.



Greenspace and Ecosystems

Equity Considerations

Areas with lower-income or other marginalized and vulnerable populations often have less tree canopy coverage, which results in missed benefits such as environmental enhancement, economic gains, and improved quality-of-life. These neighborhoods also suffer disproportionately from the urban heat island effect and pollution, characterized by higher temperatures due to fewer trees and more heat-absorbing surfaces like pavements and buildings. Consequently, residents experience increased heat, discomfort, and health risks, further compounding environmental inequalities.

Equity Program Examples:

1. **Targeted tree-planting** initiatives focused on native species in these neighborhoods.
2. **Community-led programs** for pavement-to-garden and turf-to-prairie conversions to promote local involvement.
3. **Policy-driven incentives** for green roof installations on buildings, aiming to reduce temperature disparities and enhance residents' well-being.



Climate Impacts

Impervious surfaces, such as pavements, amplify urban heat islands by absorbing and retaining heat, thereby exacerbating climate change impacts, boosting energy consumption, and heightening heat-induced health risks.



Climate Hazards

Climate change could lead to higher forest and urban tree mortality, decreased productivity, invasive species and disease proliferation, and green infrastructure's diminished carbon capture due to greenspace loss.



The strategies on the next pages show how we achieve our climate goals for Greenspace and Ecosystems. Each strategy has detailed actions explained in the Implementation section of this plan.



Click the double arrow symbol below each Strategy description to view these detailed actions for each strategy.

Greenspace and Ecosystems

STRATEGIES

Strategy GE 1

Increase tree cover and diversity, particularly in the priority neighborhoods, 6.5% by 2030 and 15% by 2040. (an increase of 3,660 acres and 7,000 acres respectively with growth coming from species that are native and climate adaptive)

Our tree canopy reduces storm water runoff, provides clean drinking water, reduces the effects of urban heat islands, decreases energy use in our buildings, sequesters atmospheric carbon dioxide while serving as a long-term carbon sink, and supports increasing economic growth. Increasing tree canopy coverage and health provides critical climate adaptation services. Increases should be prioritized to balance potential for tree canopy increases with the opportunity to improve equity, potential to impact as many households as possible, and heat island mitigation need. Agriculture land is excluded from potential canopy calculations.

▶▶ **Go to Implementation and Actions** for supporting actions.

Strategy GE 2

Increase pollinator supportiveness of lawns and grassland in community and achieve a 30% turf replacement with native grasses and wildflowers on public lands and 5% replacement on private lands by 2030 with identified pollinator “corridors” given priority on private-to-public and public-to-private lands. (A decrease of 3,000 acres of turf county-wide)

Replacing lawns with native grasses and wildflowers creates a more authentic, natural American landscape that combats climate change and provides shelter and food for songbirds and other small mammals. Compared to the typical lawn, native grasses improve water quality, reduce air pollution, provide habitat restoration and protection, and increase carbon sequestration.

▶▶ **Go to Implementation and Actions** for supporting actions.

Strategy GE 3

Reduce heat island effect through Community-wide “dark” impervious surface coverage particularly in neighborhoods identified with higher heat island impacts 10% by 2030 and 23% by 2040. (a decrease of 3,260 acres by 2030 and 7,500 acres by 2040)

Heat island effects intensify discomfort and health risks, particularly during heat waves which are projected to become more severe and more common for Kane County. The level of heat island temperature increase correlates with a community's impervious surface coverage, especially dark surfaces like asphalt and black roofs. A 2006 study by Minnesota State University and the University of Minnesota illustrates that reducing dark impervious surfaces will mitigate heat island and extreme weather impacts in the region. For every 1% reduction in impervious surfaces in a community, summertime heat island temperatures may be reduced by as much as 2°F.

▶▶ **Go to Implementation and Actions** for supporting actions.

Reduce invasive species and increase climate resilience and biodiversity of community's tree canopy, parks and greenspaces. (increased biodiversity focused on species that are native and climate adaptive)

Invasive species can outcompete native flora and disrupt ecosystem balance, making it harder for these systems to withstand the stresses of a changing climate. By managing invasives and fostering biodiversity, we enhance the resilience of ecosystems and greenspaces, allowing them to better absorb carbon dioxide, provide essential ecosystem services, and support a variety of plant and animal species. Biodiverse ecosystems are more adaptable to shifting climate conditions, making them essential for ensuring the long-term health and sustainability of our natural environments and green areas. For the success of such an effort, an exclusive focus on native species of plants is essential.

➤➤ Go to **Implementation and Actions** for supporting actions.

What You Can Do

You can support the goals of the Greenspace and Ecosystems section of this climate action implementation plan as an individual, household, or a business. Here are just a few things you can do:



Make your yard rain-ready

- Plant a rain garden with native plantings to absorb storm water and replenish our aquifers.
- Replace your lawn and landscape with drought-resistant, native, non-invasive plants.
- Remove pavement and increase permeable surfaces. De-pave areas wherever possible to encourage stormwater infiltration onsite
- Install bioswales/rain gardens or rainwater diversion systems to reduce impact on the stormwater system



Support pollinators

- Make your backyard a [Certified Wildlife Habitat](#) with the National Wildlife Federation
- Install a [pollinator-friendly Green Roof](#) (living roof) to reduce your energy consumption. Decrease heat island impacts, and reduce stormwater runoff.
- Stop use of toxic pesticides and herbicides on your lawn and garden.



Plant Trees

- Plant native trees in your yard to provide shade and cooling in summer heat. Select trees suited for the changing climate of [Kane County](#).



Health and Safety

[Click here to return to TOC](#)

CURRENTLY IN KANE COUNTY

14,500+

Properties with risk of flooding

5 °F

Increase in average temperature by 2050

60%

Increased air conditioning demand by 2050

20-25 days

Longer allergy and pest season by 2050

Sector Goals



Reduce climate
Vulnerability



Increase
infrastructure
Resilience



Increase adaptive
Capacity



74%

of survey respondents have already been personally impacted by one or more effects of climate change.

The strong connection between human and environmental health is evident in the Midwest, where climate change is expected to worsen health issues. Rising temperatures contribute to more frequent heatwaves, especially affecting vulnerable groups like the elderly, infants, and those with pre-existing health conditions.

Changes in rainfall patterns may lead to increased floods and droughts, contaminating water and elevating the risk of waterborne diseases. Droughts also raise the chances of wildfires and dust storms, worsening air quality and respiratory conditions like asthma and allergies.

Warmer temperatures expand the duration of Illinois' hospitable seasons for disease-carrying vectors like mosquitoes and ticks. This expansion may result in more vector-borne diseases such as West Nile virus and Lyme disease.

Furthermore, climate change's social and economic impacts can contribute to mental health issues, including anxiety, stress, and trauma from climate-related disasters, potentially leading to an increase in mental health disorders.

The Role of Local Governments in Climate Health and Safety

Climate change has substantial implications for public health and safety, affecting air quality, weather patterns, food and water sources, and our interaction with our surroundings. As detailed above, these impacts pose increasing health risks.

Just as local governments and the healthcare sector have promoted healthy behaviors like balanced diets and exercise, it is vital for them to acknowledge and address the link between climate impacts, adaptation efforts, resilience measures, and community well-being. The environment's condition significantly shapes public health outcomes, underscoring the importance of recognizing and acting on this connection.

THE TEMPEST

Climate Change Effects and Human Health Impacts





Health and Safety

Equity Considerations

Climate change impacts the health of all community members, however, people within our communities are differently exposed to hazards and some are disproportionately affected by the risks of climate change. According to the National Climate Assessment, greater health risks related to climate impacts can be experienced by some populations in our communities including children, older adults, low-income communities, and some communities of color. Within these populations, many are disproportionately affected by extreme heat and weather events, and may have increased health and social vulnerability which decreases their access to resources that can help them avoid the risks of climate change.

Equity Approach Examples:

Effectively managing climate impact and health inequities necessitates understanding climate change's varying effects and prioritizing vulnerable groups in adaptive policy implementation. The following are example approaches:

1. **Subsidized solutions** for home-cooling and accessible public cooling centers can protect vulnerable households during heatwaves.
2. **Green infrastructure investments**, like tree coverage and community gardens, boost public health by improving air quality and cooling neighborhoods.
3. **Enhanced stormwater management** and affordable insurance shield low-income communities from rising flood risk.



Climate Hazards

Climate stressors entail more frequent and severe poor air quality days, extreme heat, heavy rainfall, prolonged pollen seasons, and shifts in disease-carrying pest distribution.



The strategies on the next pages show how we achieve our climate goals for Health and Safety. Each strategy has detailed actions explained in the Implementation section of this plan.



Click the double arrow symbol below each strategy description to view these detailed actions for each strategy.

Health and Safety

STRATEGIES

Strategy HS 1

Assist climate vulnerable populations throughout the community in preparing for and mitigating climate change impacts.

Based on the Kane County Vulnerability Assessment, adaptive efforts may be most effective by prioritizing strategies which address the climate risks of extreme heat, air quality, flooding, food security, crop yield, and power/infrastructure failure. Particular attention should be paid to strategies which are most effective for people of color, individuals in economic stress, and seniors over 65.

Adaptation efforts that effectively address these key vulnerabilities will reduce the negative impacts of climate change as well as address underlying stressors and inequities that have long been an issue in the community.

▶▶ Go to Implementation and Actions for supporting actions.

Strategy HS 2

Educate, engage, and empower the public on health and safety risks of climate change impacts.

Education plays a crucial role in driving climate action by improving understanding of the climate crisis and empowering individuals with the knowledge, skills, and awareness needed to instigate change. Research shows that climate education not only contributes to emissions reduction but also reduces vulnerability to environmental risks.

To effectively combat climate change as a public health threat, proactive measures like education and outreach are essential. These strategies can influence individual behaviors, helping to prevent and mitigate the impact of climate change, particularly in vulnerable communities within the county.

▶▶ Go to Implementation and Actions for supporting actions.

Strategy HS 3

Ensure that mission critical, emergency services and health care facilities within the community are prepared for impacts of climate change.

Mission-critical services (those that would negatively impact the community if interrupted), emergency facilities, healthcare systems, and infrastructure are essential for community resilience. Their vulnerability during extreme weather events can result in significant consequences.

By preparing these critical assets for climate change impacts, local governments reduce risks, maintain essential services, protect vulnerable populations, and save lives. Climate-proofing these services demonstrates proactive governance, builds public trust, and encourages community involvement in climate change initiatives. In the face of growing climate challenges, such measures are imperative for sustainable development.

▶▶ Go to Implementation and Actions for supporting actions.

Strengthen community response capacity and social support networks, especially around our most vulnerable populations.

Research indicates that social networks play a significant role during times of stress by facilitating collective action and communication. Communities with strong social connections are more likely to effectively implement climate risk management strategies, respond to severe weather events, and identify potential advantages in changing conditions.

In fact, some studies suggest that mutual support among individuals may be equally or even more crucial than emergency services. Given this, to communities of Kane County can enhance resilience to climate impacts by fostering improved social connectivity.

▶▶ Go to **Implementation and Actions** for supporting actions.

What You Can Do

You can support the goals of the Health and Safety section of this climate action implementation plan as an individual, household, or a business. Here are just a few things you can do:



Make your home resilient

- Put together an [emergency preparedness kit](#) for your household.
- Prepare your home for the extremes. Understand the risk of extreme weather, extreme temperatures, flooding or wildfire to your home, and take action to safeguard your home.
- Keep yourself and your family current with physicals, vaccinations and prescribed medications and therapies.
- Plan and rehearse a fire evacuation plan with everyone who lives in your home or apartment.
- Have breathing-protection masks available for you and your family for when air quality alerts are declared.
- Take first-aid and CPR certification training.



Make your community resilient

- Get involved with your community's [Emergency Response Team](#) (CERT) and join your neighbors and receive training to prepare for potential disasters.
- Notice a person who lives alone. Offer to check on them periodically, especially during extreme weather or a natural disaster.
- Notice a person who sometimes lacks transportation to their doctor, shopping or other services. Offer to drive them.
- Notice a person or family who lacks air conditioning in their home or apartment. Offer to have them visit or stay with you during extreme heat events.
- Locate your local community resiliency hub.



Climate Economy

[Click here to return to TOC](#)

CURRENTLY IN KANE COUNTY

266,000

Jobs in Kane County

14,237

Unemployed workers in
Kane County (2022)

3,000

New clean energy jobs
created in Illinois (2022)

68%

Share of employed Kane
County residents who
work outside of County

60%

Share of workers in Kane
County who live outside
of County

Sector Goals



Develop economic
Potential



Climate economy
Job Training



Increase local
business
Resilience

Climate change directly impacts our economy. Unaddressed, it will cost the U.S. billions by the century's end. A 2019 EPA study shows up to \$224 billion difference in annual economic impact by 2090 between mid-range (RPC6) and high-range (RPC8.5) climate models (models that represent the projected impacts of different possible climate futures, RPC8.5 representing BAU and therefore the most dire environmental effects). To meet Paris Agreement goals, a carbon price of \$40-\$80 per ton is needed to internalize the social cost of carbon (2019 World Bank report), with some studies suggesting \$200-\$400 per ton. As per Kane County Climate Vulnerability Assessment, the estimated localized carbon cost is at least \$58 per metric ton, calculated based on projected economic impacts divided by community-wide GHG emissions. This indicates the economic benefit of reducing GHG emissions county-wide is over \$400 million annually.

Climate action today avoids the future costs associated with unmitigated climate change. Equally important, many of the efforts supported in climate action can generate local jobs and boost the economic well being of our communities. The positive relationship between reducing GHG emissions and our economy is shown through the trends of the last decade. In that time, Kane County GHG emissions dropped nearly 29% while county-wide GDP increased over 18%. Climate action has a positive impact upon our local, state and national economy.

Seizing Opportunities of Global Action for The County's Economy

The climate crisis has garnered global attention, with over 400 major companies committing to achieve net zero emissions by 2050. Ambitious targets have also been set by nations, as demonstrated in the recent *COP27 global climate meeting. China aims to achieve net zero emissions by 2060, while President Biden has pledged to reduce US emissions by 50-52% by 2030 and reach net zero by 2050, with support from the Infrastructure Investment and Jobs Act (IIJA) and the Inflation Reduction Act (IRA). Building local capacity for climate-forward businesses, jobs, and projects in Kane County is vital to capitalize on opportunities and actively participate in the transformative economic shift.

Climate action can actually support economic development. Transitioning away from fossil fuels, improving public transit systems, and fostering local food industries involve a shift toward local energy and labor sources. This presents communities with opportunities to create wealth by reducing reliance on imported resources and creating local jobs.

This plan outlines essential strategies and actions to boost investments in the local climate action economy and unlock further growth in related sectors. By embracing these measures, communities throughout Kane County can position itself as a leader in sustainable development and reap the economic benefits of proactive climate action.

*United Nations Climate Change Conference of the Parties, 2022

CLIMATE CHANGE MEANS BUSINESS

The Climate Economy:
Impacts, Resilience, and Jobs

Preparing For Impacts



Physical Damage

Rising frequency of extreme weather events heightens the risk of property damage caused by flooding and storms.



Crop Loss

Increasing floods, droughts, and extreme cold/heat may reduce crop yields by 15% in Illinois by 2050.



Supply Chain

Extreme weather, floods, droughts, infrastructure damage, and blackouts can damage or halt supply chains.



Community Loss

Climate Change impacts are projected to cost local economies 1% to 4% of annual GDP by the end of the century

Planning For Resilience



Learn

Understand the physical risks to the region, industries, individual businesses and the workforce.



Identify

Identify the business and industry trends that will affect local employers, investment, and stability.



Include

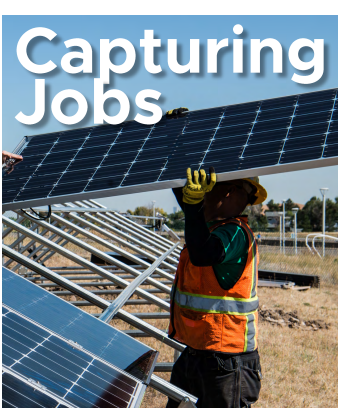
Incorporate climate risks and opportunities into economic development strategic plans.



Partnership

Promote dialogue on climate change's economic impacts, foster partnerships, and inspire action.

Capturing Jobs



Efficiency

Energy efficiency improvements in buildings stimulate job growth and enable new businesses.



Clean Energy

Investing in renewable energy creates more jobs and bolsters local economies .



Mobility

Every dollar spent on public transit generates four dollars and twice as many jobs as car investments.



Savings

Savings from energy efficiency, renewable energy, and climate actions are reinvested in the local economy.

Climate Economy

Equity Considerations

Climate action can create jobs and promote equity. Marginalized communities suffer most from climate impacts but gain the least economically. It's vital to ensure green jobs are inclusive and accessible.

Investing in renewables, energy efficiency, and public transit generates local jobs with fair wages. Savings from these actions reduce living costs, easing financial burdens. Strategic climate action fosters equitable economic growth.

Equity Approach Examples:

The following are example approaches to equitable climate economy strategies:

1. **Job Training and Education:** Equity in climate economy actions can be promoted through targeted job training and education programs, enabling historically disadvantaged communities to gain skills necessary for green jobs.
2. **Community-led Renewable Energy Projects:** Equity can also be achieved by engaging communities, especially disadvantaged ones, in planning and implementing renewable energy projects, providing local jobs and community-wide benefits.
3. **Affordable Green Housing Initiatives:** By improving energy efficiency and reducing emissions in housing affordably, these initiatives provide jobs, help residents save money, and promote access to all, regardless of income.



Climate Hazards

Climate change affects water and energy consumption and costs across various sectors, with extreme weather and temperature fluctuations impacting worker safety and transportation systems. Furthermore, these climate-related risks can jeopardize supply chains for materials and products.



The strategies on the next pages show how we achieve our climate goals for Climate Economy. Each strategy has detailed actions explained in the Implementation section of this plan.



Click the double arrow symbol below each strategy description to view these detailed actions for each strategy.



Climate Economy STRATEGIES

Strategy CE 1

Capture economic value of each climate action goal in the Kane County CAIP.

Global climate action requires significant investment in the next 15 years to achieve goals and prevent long-term economic harm. However, these investments can stimulate growth.

Bold climate action can generate a \$26 trillion economic gain in the US by 2030 compared to the status quo. On average, every \$1 invested in climate action yields \$4 in benefits. In the wake of the COVID-19 pandemic, research has shown that strong climate action and investments can be effective ways for communities to “build back better” from COVID while helping to secure long-term economic success. These dynamics offer economic development opportunities for communities, especially those strategically planning to harness the potential.

▶▶ Go to Implementation and Actions for supporting actions.

Strategy CE 2

Support equitable workforce development and entrepreneur opportunities of climate action in the local economy.

Local climate actions, such as distributed solar energy and building weatherization, create quality 'green' jobs that stay in communities. According to the Brookings Institute, these jobs, vital for a carbon-free economy, offer higher, more equitable wages than the national average.

'Green' jobs have lower education requirements, providing better wages for workers with just a high school diploma compared to other sectors. However, these jobs do require scientific and technical skills, offering workers opportunities to acquire valuable skills for the local workforce. Preparing the local workforce for the climate economy can improve the economic potential for disadvantaged individuals while building community resilience.

▶▶ Go to Implementation and Actions for supporting actions.

Strategy CE 3

Provide support to local businesses for building operational resilience in the face of climate change.

The COVID pandemic showed how disruptions impact businesses, workers, and communities, causing significant economic downturns. In 2020, the global economy shrank by 4.3%, or about \$3.5 trillion (World Bank). According to Swiss Re, the economic impact of climate change could surpass COVID's. Even in the best-case scenario (meeting Paris Agreement targets), annual GDP impact by 2050 equals COVID. In the worst case (no emissions reduction), the annual impact could be four times worse.

Small local businesses, generating 44% of economic activity and most new jobs, are vulnerable. Boosting climate resilience benefits business owners, employees, households, and the broader community.

▶▶ Go to Implementation and Actions for supporting actions.

Strategy
CE 4

Establish suitable and sustainable financing for the implementation phase of the Climate Action Implementation Plan.

Existing state and federal subsidies, along with local taxation authority, may fall short of covering initial resilience and adaptation investments. This isn't because these investments lack value but because they don't align with traditional financing models. Many resilience projects involve short-term expenses but promise long-term benefits, while others mitigate future climate damage without providing immediate private capital returns.

To address this, communities are considering innovative financing tools such as climate bonds and public-private partnerships. Some have even started establishing Climate Funds and emissions trading programs to creatively address their climate resilience financing requirements.

▶▶ Go to **Implementation and Actions** for supporting actions.

Strategy
CE 5

Communicate climate action economic and development opportunities to stakeholder groups.

Climate change presents substantial challenges to the environment, health, and the economy. Addressing these issues requires collaboration between public and private sectors. Public-private economic communication can promote climate resilience and economic opportunities by encouraging innovation and investment. It enables sharing of information, aligning goals, leveraging strengths, and creating partnerships to hasten the shift to a low-carbon, resilient future.

▶▶ Go to **Implementation and Actions** for supporting actions.

Strategy
CE 6

Prepare for climate change migration.

Climate change will severely impact many US households, especially coastal communities facing chronic flooding. Over 170 US communities, with a significant share being socioeconomically vulnerable, will face chronic sea-level rise by the decade's end, according to the Union of Concerned Scientists.

Climate migration is a natural response, bringing accelerated changes and increased migration to inland areas. Around 86% of communities with over 10,000 residents are projected to experience climate migration this century, affecting labor markets, housing prices, and income distribution. However, climate migration can also have positive effects, such as increased productivity and a more skilled workforce. Preparing for climate migration can help Kane County communities seize opportunities.

▶▶ Go to **Implementation and Actions** for supporting actions.

What You Can Do

You can support the goals of the Climate Economy section of this climate action implementation plan as an individual, household, or a business. Here are just a few things you can do:



Support sustainable businesses

- Shop at small, locally owned businesses.
- Support businesses that have transparent and sustainable practices.
- Talk to your children about sustainability and how we can all be more sustainable in our daily lives – including our purchases and businesses we support.



Support local workers

- Mentor a young person to support them in their studies and careers.
- Encourage the young people in your life to gain job experience and skills development in line with the climate economy such as in renewable energy.
- Advocate for factors critical to strengthening the climate action workforce, like a livable wage, unions, and safe workplace conditions.



Explore opportunities

- Explore opportunities for a [climate solutions](#) career, a job in [climate tech](#), [sustainability](#), [social impact](#), or learn more about [sustainable career pathways](#) or find training opportunities at a [CEJA Workforce Hub](#).
- Access entrepreneurship resources through the State of Illinois' [Small Business Assistance Office](#) to learn how to start a small business.
- Explore opportunities for support through the



Make your business resilient

- Access information on [sustainable business practices](#) through the Illinois Green Business Association.
- Create a [Disaster Preparedness Plan](#) or [Preparedness Toolkit](#) for your business.





Implementation and Actions

[Click here to return to TOC](#)



The first few years after plan adoption are critical to its success. Establishing roles and identifying funding will help establish the implementation phase of the plan and ensure the community is on track to achieve its goals. This plan includes robust goals for significant greenhouse gas (GHG) emission reductions and addressing climate resilience. This vision requires commitment and integration of the CAIP into local government operations, functions, and services. Ultimately, however, successful implementation of this Climate Action Implementation Plan will require the support and commitment of Kane County public entities, residents, and businesses.

Implementation is For Everyone

The causes and impacts of climate change are broad. Solving it must be equally broad. Some actions will need to be led by local government elected officials or departments while others can only be supported by local government and will require engagement by the business community. In addition, there are steps that households and individuals can take to make an impact. Ultimately, achieving the visionary goals outlined in this plan will require engagement and a sense of responsibility not only by the leadership and staff of Kane County and municipal governments, but by the community as well.

Climate Action Implementation is a Journey

Starting a decade-long CAIP entails uncertainties, especially regarding future technologies, costs, and regulations, making a full initial cost-benefit analysis impracticable. This journey will require rolling adjustments to actions that guide Kane County towards its climate goals. Actions which may modify/create policy or ordinances or which may have expenses incurred should be anticipated to go through appropriate local government process for approval.

STRATEGIES

ACTIONS

Detailed actions supporting the implementation of all strategies for each Sector included in this plan are on the following pages.

◀◀ Click the double arrow symbol at the bottom of each action list page to return to the plan sector.

Strategy
11

Organize for climate action implementation.

Integrating climate actions into day-to-day operations is central to successfully implementing the plan and achieving long-range climate goals. Establishing an implementation team with participation from all organizational departments, assigning staff to lead or participate in actions, and establishing a process for the review of implementation progress can all help climate action become integral to operations.

▶▶ Go to Actions for supporting actions.

Strategy
12

Facilitate and collaborate with external support needed for climate action implementation.

Climate Action Plans with community-wide goals require awareness by and participation of stakeholders throughout the community. Meanwhile, many communities throughout Kane County and the region have established climate action goals and are seeking to implement similar actions for their communities. This means that plan implementation needs to be, and can be, collaborative.

Establishing coordinated community communication campaigns, organizing a cross-jurisdictional collaboration team to facilitate action implementation with other local governments and public entities, and organizing volunteer efforts are all key opportunities to broaden implementation support.

▶▶ Go to Actions for supporting actions.

Implementation Support Tools

To support Implementation of this plan, the paleBLUeDot team has created the following tools:

Implementation and Monitoring Matrix

An excel-based tool for tracking action lead assignments, identification of potential community advocates and resources, and action implementation status and progress monitoring.

Example Climate Action Policies and Ordinances

Example policies and ordinances supporting some of the strategies and actions included in this plan: <https://palebluedot.llc/kane-example-cap-policies>

Example Policy Alignment Memo

For use in reviewing all public entity policy items against CAIP goals: <https://cutt.ly/7wDCSQqZ>

Example Internal Implementation Team Agendas

For support in establishing internal implementation teams in public entities: <https://cutt.ly/5wDCDzvE>

Organize for climate action implementation.

-
- I 1-1 Local government manager will work with staff to develop an annual implementation plan that specifies a work sequence and timeline for implementation tasks for each fiscal year, estimates necessary funding and staffing resources, and outlines an accountability process, to be presented to relevant commission / council for comment and finalization within the local government annual budgeting process. Progress updates will be reported to relevant commission / council on a semi-annual basis.
-
- I 1-2 Local government elected officials and/or manager to establish clear guidance and direction for the participation in and support of the CAIP implementation actions by all organizational departments. Encourage continuing education of municipal staff relevant to the Climate Action Implementation Plan. For example, encouraging engineering staff to earn continuing education credits related to bicycle infrastructure.
-
- I 1-3 Local government manager to establish an internal "Climate Action Implementation Team" (CAIT) comprised of staff representatives from all key organizational departments. The task of the CAIT Team should be to meet regularly to support the initial and on-going prioritization and implementation of annual implementation actions and projects and to support reporting and progress updates. CAIT to request resources, guidance, or assistance from local government manager if needed to make planned progress.
-
- I 1-4 Local government elected officials and/or manager to establish and implement a policy to review existing and future policy and ordinance changes as well as building and zoning variance requests against the goals, strategies, and actions of this Climate Action Implementation Plan to ensure alignment of changes with this plan. (see example policy memo: <https://cutt.ly/7wDCSQqZ>)
-
- I 1-5 Fund and support sustainability / climate action staffing required to:
- Facilitate discussion among large users to reduce emissions through business and industrial strategies.
 - Participate in technical resource programs as they are available through Regional, State, Federal, and non-profit provider partners.
 - Support department managers and staff as they implement CAIP actions within their service area or area of expertise.
 - Convene and support the internal Climate Action Implementation Team (CAIT).
 - Ensure the establishment and maintenance of a Climate Action webpage supporting CAIP resources for the community.
 - Coordinate and organize volunteer groups and events.
 - Engage local government's elected officials and representative boards and commissions to ensure the CAIP is integrated into their work plans.
-
- I 1-6 Local government manager will work with staff to support review of plan implementation progress and impacts on a regular basis (1-2 year cycle). Review should include development of an updated community-wide and municipal operations GHG inventory. Strategies and actions should be reviewed for implementation progress and for continued appropriateness. Based on the review, adjust, add, and
-

Strategy
I 2**Facilitate and collaborate with external support needed for climate action implementation.**

-
- I 2-1 Local government manager to establish / engage in a Kane County Climate Action Collaboration Team comprised of representatives from local governments and public entities engaged in climate action. The task of the Climate Action Collaboration Team should be to meet regularly to collaborate on implementation of plan actions, pursue joint action where appropriate, provide cross-jurisdictional support, share lessons learned from action implementation, and explore joint funding opportunities including collaborative grant pursuits.
-
- I 2-2 Local government manager identify a commission or committee to act as a primary community member body to support the implementation of the CAIP. Commission or committee's annual work plans should include support of the implementation of the Plan; supporting local government staff in any relevant departments; receiving updates on CAIP projects and progress; being provided with opportunity to comment on identification of annual CAIP implementation priorities, projects, and budgets; and providing input on plan adjustments as needed.
-
- I 2-3 Local government manager or staff to coordinate with partners like the Climate Reality Project Chicago Metro Chapter to establish a roster of Climate Action Speaker's Bureau or Climate Action Champion Volunteers within the community comprised of well regarded regional community members, leaders, experts, and/or relevant practitioners to support building community awareness of climate action, benefits, and the Plan's goals and actions.
-
- I 2-4 Establish a coordinated communication and education campaign supporting the communication and educational needs of each of the CAIP sections. The campaign should also look to help community members:
- Understand climate change in general, anticipated impacts, and the function and importance of implementing the Plan.
 - Understand why change at the individual, community, public entity, and business level needs to occur,
 - The role of individuals, households, and businesses in making change
 - How to make those changes correctly, and
 - What the benefit/incentive to them might be; for example, articulating that switching to solar energy and or an electric bus fleet might help reduce bills
-
- I 2-5 Continue and expand sustained outreach and engagement efforts that seek to build and maintain direct relationship with under-resourced, traditionally marginalized, and climate vulnerable communities.
-

Strategy
TL 1

Decrease community wide Vehicle Miles Traveled (VMT) by 5% by 2030.

-
- TL 1-1 Continue sidewalk and bikeway construction and education projects that promote active transportation in alignment with the 2023 Kane County Bike and Pedestrian Plan.
-
- TL 1-2 Conduct, or hire a consultant to conduct a neighborhood walk audits to ensure streets are free from any hazards and ADA accessible.
-
- TL 1-3 Explore “market development” strategies, which would remove barriers for small-scale retail and essential services like daycare centers, especially those located within areas which would promote and support walk, bike, and alternative transportation access.
-
- TL 1-4 Support businesses that make car sharing convenient and affordable by reducing sales tax on car sharing services.
-
- TL 1-5 Support the efforts of special service districts to improve streetscapes and encourage walking and bicycling
-
- TL 1-6 Support a new state multimodal transportation funding source for transit, bicycle and pedestrian services and facilities. Advocate for including provisions that prioritize transit and multimodal designs for facilities
-
- TL 1-7 Continue to support the development of neighborhoods with walkable and bikeable access and connections to services, nature, transit and destinations, locally and across the community, by:
a) Establish and implement a Healthy Connected City strategy to bring complete neighborhoods to 80% of the community's population by 2035.
b) Completing a Comprehensive Plan with supportive maps, goals, policies and projects.
-
- TL 1-8 Improve design and development standards for multifamily buildings and driveways to create more pedestrian-friendly environments. This could include landscaping and open space standards, building design and parking maximums and design standards.
-
- TL 1-9 Support centrally located and regionally significant industrial areas that may provide for future intermodal facilities and also enable efficient local deliveries.
-
- TL 1-10 Implement a large-scale public bike sharing program to support continued population and employment growth and mobility within community. Explore opportunities to support bike sharing of cargo bikes. Review programs adopted by other communities to support program design.
-
- TL 1-11 Collaborate with school districts to help more students attend schools near their homes by expanding the Safe Routes to Schools Program for community schools. This involves working closely with schools to create and put into action plans that promote safe walking and biking to school.
-



Increase public transit commuter ridership from 2.24% to 6.5% by 2030.

-
- TL 2-1 Use regulatory and voluntary tools to promote affordable and accessible housing development along existing and planned high capacity transit lines, frequent transit routes and in opportunity areas identified by planning department. Include identification of affordable housing areas within all future regional planning projects and evaluate needs for safe, direct bicycle and pedestrian access to transit in areas near affordable housing.
-
- TL 2-2 Consider linking parking requirements to mode share targets.
-
- TL 2-3 Collaborate to rapidly deploy public transit solutions such as bus rapid transit (BRT) or light rail to community hot spots, which could be areas with high congestion, populous areas with currently limited access to public transit, or areas with issues that increase single-occupancy vehicle (SOV) use within the community.
-
- TL 2-4 Expand access to transit including implementation of a community-wide EcoPass (unlimited rides within community) and expansion of Bus Rapid Transit routes.
-
- TL 2-5 Invest in infrastructure that supports bus operations and more comfortable and welcoming bus stop environments.
-
- TL 2-6 Incorporate feedback of low-income and transit-dependent populations in planning and build-out of these lines to increase transit options and quality of life
-
- TL 2-7 Collaborate with partners including IDOT, PACE, Metra, public entities, and local governments to implement and expand Intelligent Transportation Systems strategies to improve multi-modal travel times and user experience.
-
- TL 2-8 Establish a Transportation System Plan which incorporates
- a) Transportation-related carbon reduction and vehicle-miles-traveled reduction targets in line with this plan.
 - b) A policy that supports criteria on climate, equity, economic benefit, health, safety and cost effectiveness for project evaluation, development and funding decisions and for performance monitoring.
 - c) Improved city and regional level of service standards to reflect bicycle, pedestrian and transit needs and urban congestion thresholds.
-

Strategy
TL 3

Increase average population per developed acre by 4.5% by 2030 (from 6.07 to 6.35 ppl/acre).

-
- TL 3-1 Encourage the establishment of development of accessory dwelling units ("ADU") to create additional legal ADUs compatible with residential neighborhoods. This will add additional housing options for the community's workforce, seniors, families with changing needs, and others for whom ADUs present an affordable housing option.
-
- TL 3-2 Conduct a review of zoning code to highlight opportunities to update the code and promote appropriate increased density including changes to height, floor area ratio (FAR), incentives or specific design requirements that would promote energy efficiency, renewable energy, local food production and transportation options. Explore partnering with other jurisdictions to conduct simultaneous collaborative reviews of multiple jurisdictions within the county.
-
- TL 3-3 Explore providing height or density bonuses for leasable ground floor commercial spaces within multi-family housing projects.
-
- TL 3-4 Review, select, and use a Transportation Sustainability Rating System to ensure major infrastructure, transportation, land use, community development and project development plan and investment decisions align with the goals of this plan.
-
- TL 3-5 Identify underutilized paved areas and incentivize conversion to sustainable green space or infill development. Conversion focus should take into consideration neighborhood's greenspace, heat island mitigation, affordable housing, and bike/walk mobility needs and prioritize site utilization based on addressing the greatest needs at each site as determined through appropriate engagement with the community, particularly people traditionally under represented.
-
- TL 3-6 Incentivize the development of brownfields, vacant land, and abandoned buildings within medium and higher density areas. Identify unused industrial-zoned areas and explore rezoning to increase viability of development opportunities. Offer tax or other incentives to those located along transit and multi-modal corridors and those who agree to implement green technology such as green roofs, LEED certified buildings, solar arrays, geothermal heating, etc.
-



Increase battery electric vehicle (BEV) use to 15% of vehicles on the road by 2030 (from approximately 2,550 vehicles to 99,000 vehicles community-wide).

- TL 4-1 Create an Public EV Charging Community Readiness Plans. Plan should create community-wide and public facility electric vehicle (EV) charging station study and masterplan to:
 - 1) Map existing infrastructure,
 - 2) determine the current and future demand for EV charging stations to meet goals of this plan
 - 3) create increased public access to chargers,
 - 4) identify locations for chargers in commercial areas,
 - 5) identify DC Fast Charging locations
 - 6) explore charging infrastructure technologies including streetlight integration and smart cable technologies,
 - 7) address barriers to charging at homes and rental properties (such as households without garages),
 - 8) identify strategies to increase use of EVs in car sharing programs, and
 - 9) assess the potential to partner with third-party EV charging station providers to lower program and construction costs.

- TL 4-2 Collaborate with local partners and electric utilities to study anticipated demands on the electric grid associated with increased electric vehicle utilization and create a grid enhancement plan to address demand need. Study should include innovative grid management approaches like vehicle-to-grid (V2G) systems where electric vehicles can be used as energy storage batteries, saving up energy to send back into the grid at peak times.

- TL 4-3 Collaborate with partners to incentivize electric vehicle infrastructure by identifying appropriate locations that are convenient to residents, businesses, and visitors to community.

- TL 4-4 Collaborate with partners such as businesses, school districts, fleet operators and transit providers including taxi fleets within community to work towards a goal that buses and fleets based and operating in the community be 50% electric by 2030 and 100% by 2035. Goals should include fuel economy target exceeding US Energy Information Agency projections for remaining internal combustion engine (ICE) portion of fleets. Work with transit agencies and bus companies to take advantage of federal transit grant opportunities to purchase new electric vehicles. Goal: 30 New organization commitments annually

- TL 4-5 Organize and promote an electric vehicle (EV) Group Purchase campaign for public entity fleets, business fleets, and interested residents annually to partner with local dealerships to offer limited-time discounted pricing on EVs to help reduce the costs of EV purchase through volume purchasing power.

- TL 4-6 Develop an incentive program to convert fuel-burning lawn equipment such as gas-powered lawn mowers and blowers to electric. Coordinate with utility rebate programs and state and federal incentives to promote electric yard equipment.

Return to **Transportation and Land Use** section.



Establish viable renewable fuels in the economy and support infrastructure expansion and fuel adoption. Achieve 20% diesel consumption replacement by 2030. (Renewable fuels include hydrogen, renewable diesel, and bio diesel)

-
- TL 5-1 Promote and support the conversion of all operations diesel fuel utilization to renewable and/or bio diesel fuel by 2030.
-
- TL 5-2 Conduct, or hire a consultant to conduct a "Renewable Fuel Study" to identify viable no/low emission diesel vehicle fuel alternatives, sources, and outlets for increasing no/low emission fuel alternative availability and utilization. Study to include analysis of efficiency chain and impact on land use and other communities. Study may include exploration of existing supply chains as well as potential new sources such as through a locally operated biodiesel plant, renewable diesel produced through renewable energy and electrolysis plant, plasma gasification plant producing hydrogen or renewable diesel, as well as other hydrogen generation and supply chain opportunities.
-
- TL 5-3 Develop a pilot project based on findings of the Renewable Fuel Study to assess opportunities for region wide adoption or production.
-
- TL 5-4 Collaborate with the Midwest Alliance for Clean Hydrogen and other potential partners identified on the US Department of Energy's H2 Matchmaker to identify opportunities for expanding hydrogen supply chain availability and utilization within Kane County.
-
- TL 5-5 Identify and engage partners to establish adequate bio and/or renewable diesel supply chain for community.
-
- TL 5-6 Collaborate with the Midwest Alliance for Clean Hydrogen and other potential partners on continued research on hydrogen, and hydrogen plus natural gas blended fuel for industrial transportation such as long-haul trucking and freight train operations.
-

Strategy
TL 6

Achieve 100% conversion of gasoline passenger vehicles within local government and public fleets to EV's by 2030 (excludes law enforcement patrol). Achieve 100% conversion of all gasoline vehicles within local government and public fleets to EV by 2040 and all diesel vehicles by 2050.

- TL 6-1 Encourage the phase out the use of gas- and propane-powered leaf blowers, lawn mowers, and construction equipment within local government and public entity equipment fleet.

- TL 6-2 Conduct, or hire a consultant to conduct an Electric Vehicle Suitability Assessment (EVSA) for vehicle fleet. The EVSA should include fleet vehicle use case identification and operational monitoring resulting in determination of viable alternative fuel vehicle options for near, mid, and long term replacement. EVSA should include an overview of "EV Ready" strategies to support conversion of the vehicle fleet and equipment to EV, establish a charging station implementation plan for facilities, and identification of group purchase options, funding, and incentive.

- TL 6-3 Encourage the establishment of a vehicle purchasing plan and budget process to default to no / low emission alternative fuel with traditional internal combustion engine (ICE) as optional requiring proof of need. Plan will take emissions/fuel reductions into account when purchasing vehicles/equipment. Focus on small vehicles as well as large vehicles for alternative fuels. EV replacement to be prioritized for high mileage vehicles.

- TL 6-4 CA Diesel Free Transition Plan (DFTP) for diesel equipment in vehicle and equipment fleets. The DFTP should include fleet vehicle use case identification and operational monitoring resulting in determination of viable alternative fuel supply chain and vehicle options for near, mid, and long term replacement. Alternatives explored should include hydrogen, renewable diesel produced through renewable energy and electrolysis plant, plasma gasification plant producing hydrogen or renewable diesel, and biodiesel. The DFTP should include an overview of "Diesel Free Ready" strategies to support conversion of the diesel vehicle fleet and equipment to alternatives, establish an infrastructure implementation plan for facilities, and identification of group purchase options, funding, and incentives such as grants from the US EPA and other agencies in support of the Diesel Emissions Reductions Act (DERA).

- TL 6-5 Assemble a team of content experts to present to and encourage local governments and public entities in the community to adopt strategies transitioning from internal combustion engine (ICE) vehicles to EV vehicles. Establish a process to support and promote a series of presentations and listening sessions with local government leaders. A position could be created and funded by a grant.

Strategy
TL 7

Increase fuel efficiency of remaining combustion engine vehicles in local government and public fleets by 5% by 2030.

- TL 7-1 Work with vehicle lease partners to identify fuel-efficient ICE vehicle lease options achieving a minimum 10% increase in fuel efficiency by 2030 where EVs are not available/practical.

- TL 7-2 Ensure compliance with State of Illinois anti-idling law among local government staff and support improved fuel efficiency by compiling an "Eco Driving Guide" to distribute to all employees and include in new employee training.

Return to [Transportation and Land Use](#) section.



Improve total community wide residential, commercial, institutional, and industrial building energy efficiency by 12% for electricity and natural gas by 2030.

- BE 1-1 Promote existing incentives for improving energy efficiency and renewable energy (e.g., insulation, energy-efficient windows, electric heat pumps, solar panels) in new construction and retrofit residential and commercial properties. Establish an Energy Efficiency (and Fuel Switching) Concierge service to assist building owners in identifying energy efficiency resources, rebates, tax credits, and programs appropriate for their home or business. Coordinate with Inflation Reduction Act, State programs CEJA, Utility incentives and PACE financing information.
 Goal: 3,500 households annually achieving a 15% efficiency increase per household.
 Goal: 200 commercial properties annually achieving a 15% efficiency increase per property.

- BE 1-2 Collaborate with other communities, the Metropolitan Mayors Caucus, industry, and state agencies to support State and local government clean energy policies which support plan goals. Each legislative session, prioritize proactive clean energy policies, such as: State Renewable Portfolio Standard Increase (e.g., 25% by 2025), improved net-metering laws, legislation that allows Residential PACE Programs

- BE 1-3 Modify the Kane County Affordable Housing Fund to prioritize and incentivize affordable housing projects which meet an energy efficiency standard, like Sustainable Buildings 2030 (SB2030), LEED Gold, Enterprise Green Communities, the 24 National Green Building Standard ICC/ASHRAE 700, or an equivalent certification. Include a requirement to include equipment selections which promote ease of long-term maintenance and economy of upkeep/replacement costs.

- BE 1-4 Identify businesses in the community that have energy and/or climate goals and highlight them as leaders and examples. Hold stakeholder meetings with owners / managers of the largest buildings within the community to share the goals of this plan, advantages to property owners for meeting the goals, and available resources and funding available for energy efficiency, renewable energy, and building resilience upgrades.

- BE 1-5 Encourage and support the development of a rental housing energy efficiency policy by recommending single family & multi-family rental housing report energy efficiency (and meet minimum energy efficiency) to qualify for rental licensing. Program to include an energy efficiency rating system (ENERGY STAR or HERS). Educate about the 45L Tax Credit (single family) & 179D (multi-family)

- BE 1-6 Consider adopting an Energy Code establishing energy efficiency, renewable energy, and building resilience standards in line with this plan. Alternatively, strongly encourage use of the State of Illinois Stretch Code for projects within your community. Identify local government staff or partners to provide training for building officials, contractors, and designers.

- BE 1-7 Explore establishing a Home Energy Scores program (performance tracking and reporting) and labeling program for homes listed for sale.

- BE 1-8 Incentivize projects receiving public funding, PUD, CUP or other zoning action to meet an energy efficiency standard, like Sustainable Buildings 2030 (SB2030), LEED Gold, Enterprise Green Communities, the 24 National Green Building Standard ICC/ASHRAE 700, or an equivalent certification.

 [Return to Buildings and Energy section.](#)

BE 1-9 Establish a Kane County Energy Benchmarking and Disclosure Collaborative to support the energy benchmarking process of monitoring and reporting associated with the Building Performance Ordinance and Residential Energy Benchmarking program. The Collaborative should include "how-to" resources for energy benchmarking and provide opt-in program support for municipalities and opt-in building benchmarking support for individual building owners.

BE 1-10 Establish a Building Performance program that assists commercial and industrial buildings over 20,000 sf to track and report energy use – and eventually to implement specific energy efficiency actions.

Strategy
BE 2

Increase adoption of high performance building construction technology, achieving 1% Net Zero households and commercial properties community wide by 2030. (Net Zero buildings are energy efficient buildings that produce as much energy on-site as they consume in a year)

BE 2-1 Establish a Net Zero / Green Building Resource Center to provide general and technical assistance about Net Zero strategies,, green materials, energy efficient appliances and equipment, lighting, renewable energy generation, and to provide information on available rebates to residents and others. Continue to provide resources to help residents and businesses make informed decisions about renewable energy options including on-site solar, green energy purchases, and community solar. Encourage businesses and residents to participate in utility offered renewable energy purchase programs. Assemble a list of all program offerings with links to utility resources.

BE 2-2 Establish a Net Zero Energy Building Guide providing building owners, renters, developers, designers, and contractors with detailed information on strategies to make new construction or significant renovation projects Net Zero Energy or Net Zero Energy ready. Include a project strategy checklist for building owners and teams to use and report sustainable strategies used.

BE 2-3 Establish a program to encourage and educate residents and businesses on the benefits of Net Zero Energy and on-site solar, share best practices, providing training, technical assistance, and promote the Net Zero Energy Building and Solar-Ready Guides. Include promotion of rebates and tax credits available for energy efficiency, high performance buildings, and on-site renewable energy, particularly those included in the Inflation Reduction Act. Partner with municipalities to provide and promote educational events.

BE 2-4 By 2027, analyze the need for a Net Zero Ready ordinance for new construction to be Net Zero Ready with no natural gas carbon emissions. Ordinance should be coordinated with the CEJA Stretch Code and extend beyond to focus on net zero construction and could be based off of Department of Energy ZER-H program.

BE 2-5 Develop competitive Request for Proposal for effective and innovative Net Zero pilot projects. Focus on "Net zero building in every neighborhood" to establish visibility of strategies throughout the community. RFP should encourage high quality mixed use redevelopment on infill properties and existing surface parking lots along transit oriented development corridors. RFP's should focus on equity, affordability, livability, and compliance/support of the plan goals.

◀◀ [Return to Buildings and Energy section.](#)

Strategy
BE 3

Achieve 10% residential and commercial and industrial building "fuel switching" from on-site fossil fuel combustion to electrification by 2030.

-
- BE 3-1 Implement a residential and small business "Electrification and Energy Efficiency/Weatherization" program (strategies include energy efficient zero fossil fuel combustion heating systems such as air source heat pumps, and ground source heat pumps). Program design to focus on improved equity (residential and commercial) in its implementation and explore strategies to support local small business contractors.
Goal: 10% residential market conversion (2,500 households annually) and 5% commercial/industrial market conversion (an estimated 85 businesses annually) by 2030
-
- BE 3-2 Identify, create, and promote incentives for low-income residents to electrify their homes.
-
- BE 3-3 Work with utilities, including municipal utilities, to incentivize and promote replacement of inefficient building heating and cooling equipment before end-of-life, Goal: achieve 500 households replacing equipment annually.
-
- BE 3-4 Collaborate with partners to educate contractors, installers, and homeowners about benefits of electrification and other on-site fossil fuel combustion reduction strategies, currently available technology such as heat pumps, and manufacturer resources for installation training and support.
-
- BE 3-5 Explore existing and proposed Natural Gas bans and create an ordinance for adoption consideration.
-
- BE 3-6 Create a heat pump grant to augment available federal tax credits to incentivize fuel switching. Incentive could be coordinated or combined with other energy efficiency / weatherization incentives.
-
- BE 3-7 Create a volunteer think tank to identify facilities in the community with excess waste heat and explore the potential of establishing a thermal energy grid or micro-grid. Consider creating a database to contain data from all studies from this plan.
-

Strategy
BE 4

Increase renewable energy to 25% (on-site and green source purchase) of community-wide residential, commercial, institutional, and industrial building electric use by 2030.

-
- BE 4-1 Identify public entity owned sites suitable for hosting community solar arrays (including ground mounted and rooftop mounted options) and select site(s) to host a community solar array. Develop community solar array prioritizing low and middle income household subscribers. Once identified, organize, issue, and promote a Request for Proposals for community solar developments capable of serving residents and businesses interested in subscribing, particularly low income renters and home owners. Community solar developments may be within or outside of community boundary but those within community boundary should be prioritized. Provide communications and subscription procurement support to selected community solar developer. Goal: 12,500 MWh delivered through community solar subscriptions within County annually by 2030.
-
- BE 4-2 Establish a Solar Ready Guide providing building owners, renters, developers, designers, and contractors with detailed information on strategies to make new construction or significant renovation projects fully Solar Ready enabling more cost efficient and easier installation of on-site solar arrays.
-
- BE 4-3 Consider the adoption of a Solar Ready Ordinance to require all new residential, multifamily residential and commercial buildings to be solar ready based on a Solar Ready Guide, with flexibility for site suitability. Provide resources to help residents and businesses make informed decisions about renewable energy options including on-site solar, green energy purchases, and community solar.
-
- BE 4-4 Identify, or hire a consultant to identify the "Solar Top 100" commercial/industrial properties within the community and produce detailed solar feasibility assessments for each site. Include a "Top 20 Community Solar" study to identify top potentials to support community solar benefits for low income residents. Include exploration of "carport" array options over large pavement expanses as well as large rooftop arrays on public facilities. Assessments to include potential solar generation and economic performance and return on investment estimates, information on financing and ownership models, and next step resources. Provide solar assessment reports to properties and provide an informational workshop to assist building owners and businesses in understanding the assessments, incentives, and next step potential. "Solar Top 100" assessment effort could be repeated annually.
-
- BE 4-5 Create, or hire a consultant to create a Clean Energy Equity plan to support low-income residents and small organizations in purchasing renewable energy and reducing overall energy poverty (high energy burden) within the community.
-
- BE 4-6 Build on current pilot study exploring best use of solar on farms and implement recommendations and findings of the pilot study to expand appropriate opportunities for solar on farms.
-
- BE 4-7 Develop renewable energy program(s) which increase utilization of on-site / in-community renewable energy while creating benefit for low-income community members. Example programs include City of Dubuque Low Income Solar Renewable Energy Credit (SREC), Leech Lake Band of Ojibwe Community Solar for Community Action, and Texas Energy Poverty Research Institute Community Solar Program Model. Goal: 12,500 MWh clean energy delivered through programs annually by 2030.
-

◀◀ [Return to Buildings and Energy section.](#)

Strategy
BE 5

Increase resilience of community-wide buildings to potential impacts of climate change. (impacts include increased flooding risk, increased extreme weather events, and increased extreme temperature events)

-
- BE 5-1 Create "safe haven" sites to act as hubs that provide community access to basic services during periods of power system failure, Provide solar-plus-storage energy generation at safe haven sites to power through renewable energy.
-
- BE 5-2 Conduct, or hire a consultant to conduct a Facilities Resilience Assessment and Implementation Plan outlining appropriate facility resilience upgrade projects and establishing a timeline for implementation. Resilience considerations to include flooding, flash flooding, and urban heat island mitigation among other considerations. Resilience assessment should include considerations for how facilities can enhance or support resilience for surrounding community, particularly vulnerable populations (i.e. establishment of cooling center access, etc.).
-
- BE 5-3 Map critical community infrastructure and operations and identify opportunities to upgrade energy systems that would enable these sites to sustain operations during periods of power grid disruption, prioritizing solar systems.
-
- BE 5-4 Include educational and promotional material in zoning processes to increase greater awareness and adoption of climate resilience strategies, energy efficiency, clean energy, and water conservation improvements
-

Strategy
BE 6

Improve total government building energy efficiency by 15% by 2030. (electricity and natural gas, including water and wastewater infrastructure)

-
- BE 6-1 Complete conversion of all streetlights to LED by 2028.
-
- BE 6-2 Review all large capital expenditures against the GHG emission reduction and climate adaptation goals of the CAIP. Capital projects to be reviewed against their projected contributions in reduced GHG emissions, energy use, and vehicle-miles-traveled as well as the project's projected social cost of carbon savings, climate resilience and life-cycle costs. Explore development of project calculator tools to evaluate capital project proposals against plan goals and make tool available for private projects under development in the community (see City of Eau Claire WI land use calculators and Harvard Life Cycle calculator).
-
- BE 6-3 Conduct, or hire a consultant to conduct a Facilities Energy Audit on all buildings and sites (including outdoor lighting conversion to Dark Sky approved LED lighting). Use results from Facilities Energy Audit to prioritize Capital Improvement Plans (CIPS) and maintenance improvements to achieve energy efficiency goals. Establish a timeline for improvements with implementation occurring within 5 years of completion of energy audits.
-
- BE 6-4 Establish, or update Green Building Policy to encourage LEED Gold and to achieve 7 points within the LEED Optimize Energy Performance category as well as 8 additional points within the LEED Energy and Atmosphere category.
-

Return to **Buildings and Energy** section.

Strategy
BE 7

Achieve 25% government building thermal “fuel switching” from on-site fossil fuel combustion to electrification by 2030.

-
- BE 7-1 Conduct, or hire a consultant to conduct an "Electrification Assessment and Action Plan" to outline actions and priorities for electrification of all local government owned facilities to move towards zero on-site fossil fuel combustion to meet or exceed 25% fuel switching by 2030. Work with regional energy partnerships to implement plan for all facilities. Include new and existing buildings, explore strategies to address electricity storage, and create a case study to highlight and share challenges, solutions, and lessons learned to share with the broader community.
-
- BE 7-2 Support the establishment of a Green Buildings Policy to phase out on-site fossil fuel combustion and incentivize all new local government or publicly owned buildings to be 100% electric by 2027.
-

Strategy
BE 8

Increase renewable energy to 100% (on-site and green source purchase) of government building electric use by 2030.

-
- BE 8-1 Conduct, or hire a consultant to conduct a detailed solar assessment and "Renewable Energy Master Plan" for all primary publicly facilities. Master Plan should include exploration of on-site renewable options, community/shared renewable options, and Renewable Energy Credit (REC) options and provide an implementation plan for achieving 100% renewable energy for all facilities and operations. Incorporate strategies to address electricity storage, and focus on highlighting any hurdles or solutions that would be applicable to the broader community. Largest energy consuming properties should be prioritized for assessment. Provide an overview of funding strategies and incentives including those in the Inflation Reduction Act of 2022, and illustrate potential return on investment and operational savings.
-
- BE 8-2 Install solar on all publicly owned buildings and sites, where feasible based on the findings and recommendations of the Facility Solar Feasibility and Master Plan study by 2027. Explore implementation of micro-grid, solar+storage and other options for improved facility resilience. Explore including facility solar purchases in community-wide commercial / institutional solar group purchase campaigns.
-
- BE 8-3 Collaborate with partners to conduct, or hire a consultant to conduct a study to identify renewable energy generation potential, including on-site generation of Renewable Natural Gas (RNG) and/or plasma gasification, at all solid waste and wastewater treatment facilities within the community. Identify a pilot project for implementation by 2028.
-

◀◀ [Return to Buildings and Energy section.](#)

Strategy
WM 1

Decrease total municipal solid waste handled 2.5% by 2030 (-17.5% estimated per household decrease).

-
- WM 1-1 Create a comprehensive community-wide communication campaign to provide standardized information and communication on waste reduction, reuse, recycling and organics collection option and promote existing resources, services, incentives, and programs. Include identification of regional and local resources, as well as proper recycling, composting and source reduction methods. Partner with local government and public entity departments and other regional recycling and re-use organizations for promotional content sharing. Explore establishing a vintage or re-use festival.
-
- WM 1-2 Collaborate with regional waste audit and diversion service providers to develop and fund a Waste Audit and Diversion Assistance Program for businesses. Program to support businesses in establishing tracking and reporting waste streams, identify reduction, diversion, beneficial use opportunities, identification of potential financing sources, and connect businesses with energy audit and other resources in support of full CAIP goals. Goal: 40 business waste audits completed annually with businesses engaged in measuring and diverting waste.
-
- WM 1-3 Encourage and support creative solutions to consumption reduction: reuse, repair, and repurposing initiatives, including tool libraries, library of things, swap events, food-share opportunities, repair clinics, etc. Establish mini-grant programs to increase options and utilization.
-
- WM 1-4 Collaborate with partners to explore options for expanding or establishing local facilities capable of accepting and processing organics composting / recycling to meet goals of this plan.
-
- WM 1-5 Develop resources for a Universal Zero Waste Resolution, a non-binding document to encourage all waste handling contracts to provide recycling and compost collection services and supporting businesses to use these services.
-
- WM 1-6 Support product stewardship and other legislative efforts at a state and federal levels to reduce the creation of waste
-
- WM 1-7 Identify and promote reuse stores, "community shelves" and repair businesses and opportunities which can reduce the disposal of used goods.
-
- WM 1-8 Conduct, or hire a consultant to conduct a comprehensive assessment of pricing incentives and penalties for residential waste and recycling services and identify strategies, such as volume-based variable-rate pricing, that could increase recycling and reduce waste. Develop resources for municipalities such as example bid specs, contract language, etc.
-
- WM 1-9 Expand consumer education (e.g. host community forums and provide direct outreach) on sustainable consumption, materials management, available services, incentives, and facilities as well as proper recycling, composting, and source reduction methods.
-
- WM 1-10 Research management practices of construction and demolition waste diverted from the landfill. Provide best practices education, training, and resources to contractors, designers, and building owners.
-

 [Return to Waste Management section.](#)

-
- WM 1-11 Provide educational information and supporting resources for sustainable material management of construction and demolition (C&D) debris recovery.
-
- WM 1-12 Support municipalities in establishing a Checkout Bag Charge and Recyclable or Compostable Pre-Checkout Bag Ordinance to reduce litter and waste and reduce contamination in recycling.
-
- WM 1-13 Establish a phase out of single-use products by 2026 by implementing an opt-in fee for such products. This should apply to (but not limited to) bags (both paper and plastic), utensils, napkins, and take-out containers. Explore the feasibility of establishing a reusable takeout container service within the community. Applies to businesses of any size. Encourage restaurants to allow customers to bring their own take-out containers.
-
- WM 1-14 Support state legislation to prohibit Styrofoam ; incentivize restaurants to choose alternatives ; education campaigns on single use items and consumer choice
-

◀◀ [Return to Waste Management section.](#)

Strategy
WM 2

Achieve 35% organics landfill waste diversion by 2030 (from 6.7% to 15% of total MSW).

-
- WM 2-1 Conduct, or hire a consultant to conduct legislative research to analyze compost facility permitting in states with robust commercial composting (e.g., California, Washington, Minnesota) vs. Illinois legislation and regulations and make a proposal for legislative change to enable robust food scrap composting in Illinois and Kane County communities.
-
- WM 2-2 Combat food waste by partnering with municipalities to encourage retailers and restaurants to donate, reduce, reuse, or compost their unsold food, creating “zero-waste sections” where products are sold close to their expiration dates, and designating “zero-waste coaches” to raise awareness among staff and help manage products reaching the end of their marketable life. Edible unsold products shall be donated. When not edible, organic waste shall be composted through a City-approved vendor.
-
- WM 2-3 Expand networks for food rescue efforts to connect to hunger services. Collaborate with partners to create, incentivize, promote and expand networks for food rescue efforts to connect to hunger services as well as sourcing, distributing and marketing cosmetically imperfect produce particularly those which provide affordable produce to low income and food insecure community members.
-
- WM 2-4 Work with municipalities that do not currently include comingling of food scrap collection with yard waste in their waste programs to include it in their next bid for hauling services and to advertise it to residents.
-
- WM 2-5 Establish a pilot organics diversion and composting program. Explore the potential for compost pickup as well as on-site composting programs.
-
- WM 2-6 Close the loop on organics recycling; use compost as a soil amendment for all Kane County projects, prioritizing locally developed compost where possible. Encourage private construction projects to do the same.
-
- WM 2-7 Highlight the benefits of compost being used as a soil amendment and integrate the usage during routine landscape maintenance on local government or public properties.
-
- WM 2-8 Increase support for back-yard composting for communities without curbside compost pickup including compost education and improved access to materials like compost bags and composters.
-

 [Return to Waste Management section.](#)

Strategy
WM 3

Increase recycling from 31% to 37% of total MSW handled by 2030.

-
- WM 3-1 Collaborate with partners such as Chamber of Commerce, downtown business associations, community businesses, and colleges and universities to create a recycling and reusable products marketing campaign and branding and provide reduce/recycle marketing and signage at storefronts, in parking lots, at point-of-sale, on websites, in local papers, on TV, etc. Campaign to standardize information and communication on solid waste, recycling, and organics options.
-
- WM 3-2 Consider developing ordinances requiring commercial customers to recycle material streams like cardboard, paper, beverage containers, etc. Collaborate with other local governments for joint enforcement of county and municipal ordinances.
-
- WM 3-3 Work with state agencies to support the enforcement of the Illinois Solid Waste Management Act (415 ILCS 20). Increase support for enforcement of the Kane County Recycling and Hauler Licensing Ordinance 95-157. Liaison with any city that is exempted to work towards cooperative agreements implementing the same.
-

Strategy
WM 4

Decrease municipal solid waste from government operations 15% by 2030.

-
- WM 4-1 Ensure recycling is provided and utilized at all local government or public facilities. Coordinate with public partners to ensure recycling is provided and promoted in all schools, municipal buildings, public housing, and public spaces. Include coordination on recycling education and communications to improve reduction of contamination.
-
- WM 4-2 Educate local government or public entities on making zero and reduced waste events standard for large community events (in-door and out-door). Hosts of events on local government or public entity properties to provide a comprehensive waste management plan meeting requirements of local waste policies.
-

◀◀ [Return to Waste Management section.](#)

Strategy
W 1

Promote increased water conservation and wastewater generation community-wide with a targeted reduction of 5% by 2030.

-
- W 1-1 Facilitate reduction of water use by top customers annually through an opt-in water reduction program targeting water reduction goals of 20% or more per site. Offer free technical resources to large institutions and businesses to identify specific opportunities for employees or customers to conserve water and incorporate water efficiency into internal operations. Goal: 40 business water use audits completed annually with customers engaged in measuring and reducing water consumption. Note, could be implemented in combination with the Waste Audit and Diversion Assistance Program (see the Waste Management section)
-
- W 1-2 Advocate for updated building codes to require water conservation measures (e.g. rain water collection, water-efficient irrigation systems, native and drought-resistant landscaping) in new construction and renovations. Collaborate with municipalities to establish ordinance prohibiting Home Owner Associations from requiring lawn watering.
-
- W 1-3 Establish and promote a program supporting the installation of low-flow water fixtures in residential homes and commercial businesses as well as opportunities for real-time water and energy metering that may help customers better understand and reduce their water and energy consumption. Program may be integrated or coordinated with Energy Audit/Energy Efficiency Program(s) in the Buildings and Energy section of this plan. Goal: achieve 500 households and 40 businesses upgraded annually
-
- W 1-4 Encourage rainwater collection systems and Water Sense water efficient fixtures and appliances at all local government and public facility projects and all projects receiving public funding.
-

Strategy
W 2

Update design standards and implement plans to meet projected climate change storm water and flood mitigation requirements.

-
- W 2-1 Coordinate with municipalities to create and implement watershed based plans that are actively used in development and design.
-
- W 2-2 Update the Stormwater Master Plans to incorporate projected increases in precipitation and extreme weather events and address the development/redevelopment of properties currently exempted from stormwater management requirements. Use future precipitation data from climate models for evaluation of designs. Plan should address individual wells and water quality issues developing as a result of increased chlorides.
-
- W 2-3 Develop green infrastructure implementation goals in-line with the Kane County Hazard Mitigation Plan and integrate with community's plans. Seek funding opportunities through Federal Emergency Management Agency (FEMA)'s Building Resilient Infrastructure and Communities (BRIC) Grant Program. Include a focus on equity in implementation.
-
- W 2-4 Explore adjustments to allowable floor to area ratios in zoning ordinances to increase community stormwater resilience and improve water quality.
-



Increase groundwater, stream, river and wetland water quality protection and restoration.

- W 3-1 Conduct, or hire a consultant to conduct a stormwater management study exploring full range of methods of stormwater management including permeable pavements, bioswales, rain gardens, biochar amendments in soils with high clay content, and flood-tolerant plantings. Establish a recommended percentage goal of stormwater from local government controlled impervious surfaces with sustainable stormwater strategies by 2030. Findings of study to be integrated into updated appropriate local government plans with recommended implementation projects.

- W 3-2 Educate and incentivize reduced home, business, and local government fertilizer usage, increased use of locally-sourced compost, improved agricultural soil health, and upgrades to wastewater treatment facilities to reduce and eliminate water runoff capable of causing water quality impacts on the community's surface water (such as algae blooms and hypoxia, low oxygen levels, which harm fish)

- W 3-3 Prioritize managing stormwater before it enters the sewer system through a combination of overland flow, detention, and infiltration strategies (for example, permeable surfaces)

- W 3-4 Install rain gardens at local government facilities and encourage them at other public agency sites, including parks and school districts. Identify and support programs promoting increased on-site storm water management such as rain gardens and impervious surfaces as well as commercial, institutional, and residential sites.

- W 3-5 Support collaboration in watersheds that cross public entity jurisdictional lines. Work with partners to create accessible and useful environmental impact statements (EIS) for residents and businesses. EISs to include a climate change impact, and the options for development available within them need to be widely accessible and easy to adopt.

- W 3-6 Conduct, or hire a consultant to conduct a comprehensive study to determine the value of existing arable and open lands for water reclamation, deep, and shallow aquifer replenishment so as to better understand and preserve optimal sites against careless development.

- W 3-7 Involve land managers to develop management approaches to conserve and restore riparian zones along tributaries that lead to the Fox River

- W 3-8 Promote native landscaping, restore and conserve habitat; encourage rain gardens on private property, avoid turf grass, and convert publicly-owned space to include stormwater absorption features. Tree selection should consider those on the "Adaptive Planting List" which will thrive in our future local climate (refer to Chicago Botanic Garden's "Trees for 2050")

- W 3-9 Develop a program to provide incentives to property owners for improved stormwater management to be paid for in part by a stormwater utility fee assessed based on the amount of stormwater generated by a property. Include an evaluation of a stormwater utility fee on lower- and moderate-income residents and property owners

- W 3-10 Identify areas for restoration to increase and improve stream and wetland protection, identify preferred restoration strategies appropriate for target areas, and establish an implementation plan and a funding strategy.

- W 3-11 Establish a Sustainable Development Incentive to encourage developers to implement sustainable practices including increased greenspace, wetlands, riparian and wildlife corridors, natural drainage-ways, and low-impact stormwater management like installing permanent infiltration or collection features (e.g., swale, culvert outfall, rainwater cistern) that can retain 100 % of the runoff.

- W 3-12 Assess the need for a Stormwater Utility Fee based on impervious surface and stormwater runoff calculations, including a Stormwater Credit for properties which implement strategies to meet or exceed stormwater retention and runoff reduction.

Strategy
W 4

Educate, engage, and empower the public on water quality and conservation.

-
- W 4-1 Protect natural waterways and lakes through addressing invasive species, pollution, recreation, fishing, etc. Support education and awareness that "explains the why" and supports understanding and "buy in."
-
- W 4-2 Promote, share and create "Actions you can take" fact sheets for businesses, homeowners, rental property owners, and renters to increase water conservation, protect water quality, and increase resilience to water related climate impacts. Establish an accessible outreach and engagement plan to reach at-risk properties during infrastructure projects. Incorporate other resources such as "landscaping for absorption" practices (like native plantings, rain gardens, and bioswales) and MyRain Ready.
-
- W 4-3 Develop educational materials to support the goals of the Water and Wastewater section. Materials should create greater awareness and adoption of water conservation; expand public awareness of the value of watersheds, rain gardens and low-impact development to address stormwater run-off; and covering the link between water resources and climate change and the risks to community residents and businesses.
-



Increase share of farms using low emission or regenerative agriculture practices. Achieve 50% carbon positive soil adoption rate by 2030. (measured by share of total acres)

- FA 1-1 Collaborate with partners to improve data on existing regenerative practices within the community. Identify existing agricultural practices using a combination of currently available data from state and federal agencies and strategic surveys to local farmers. This action should focus on establishing a baseline as well as identify farmers who can serve as Champion Farmers supporting farmer-to-farmer network mentorship.
- FA 1-2 Collaborate with partners and consultants to support farmers in soil health assessment for implementation of best management practices that optimize the efficiency of fertilizer use.
- FA 1-3 Collaborate with partners and advocate for the development of a carbon credit program to compensate farmers for demonstrating increases in carbon sequestration. Funding mechanisms could include establishing an tax on auto gasoline and diesel and home heating fuel.
- FA 1-4 Collaborate with partners including US DOE Hydrogen Hubs (Midwest Alliance for Clean Hydrogen and Heartland Hydrogen Hub) to identify opportunities to increase availability and use of Green Fertilizers throughout Kane County. Green Fertilizers are produced with renewable electricity, green hydrogen (hydrogen produced through renewable electricity), or green ammonia (ammonia produced through renewable electricity)
- FA 1-5 Promote the adoption of low-emissions, carbon positive, sequestration, and ecosystem-service beneficial practices through education and/or incentives, with incentives focused on equity. Collaborate with partners to develop or expand on informational materials outlining low-emissions, carbon positive, sequestration, and ecosystem-service beneficial practices that can be used in the community and the area's range of cropping contexts (e.g., for corn, soybean, vegetables, etc.).
- FA 1-6 Collaborate with partners to work with local farmers to promote the use of regenerative agriculture systems (e.g., no-till practices, perennial groundcover, alley cropping, silvopasture, succession planting, rotational grazing practices, etc) through incentives, workshops, and demonstration projects in order to increase carbon sequestration on farmland while also improving soil health and increasing resilience to climate impacts such as drought and flooding.
- FA 1-7 Work with local farmers, ranchers, and land managers to promote and increase carbon-smart practices to increase carbon sequestration on agricultural lands. Develop a program by 2024 that, through targeted outreach, provides carbon sequestration education and resources to relevant stakeholders (e.g., farmers, ranchers, and land managers). The program will focus on educating stakeholders about the co-benefits of implementing carbon sequestration practices and the variety of financial and technical resources that are or may become available to assist farmers and ranchers in implementation. This program may be coordinated with industry groups and non-profits.
- FA 1-8 Continue and expand work with agricultural organizations to create an outreach program with educational resources to inform and encourage community farmers and other stakeholders to adopt practices to reduce nitrogen fertilizer, increase crop diversity, and improve soil health and soil organic matter while ensuring fair incomes for farmers (such as perennial groundcover, rotational grazing systems, and other natural approaches).

◀◀ [Return to Local Food and Agriculture section.](#)

ACTIONS

Local Food and Agriculture

Strategy
FA 2

Reduce GHG emissions from animal agriculture, achieve 10% manure management adoption rate and 20% high feed efficiency and practices adoption rate by 2030.

-
- FA 2-1 Collaborate with partners to commission a feasibility study of the potential costs, benefits, barriers, and opportunities associated with a biomass “upcycling” facility to convert marginal biomass streams into value-added biomass products. The upcycling facility could include a regional manure composting operation, a mixed substrate composting operation, and a processing operation for biomass harvested from nutrient catch strips and agricultural buffer strips.
-
- FA 2-2 Collaborate to establish an educational campaign and advocate for and seek new or additional financial incentives and technical assistance, to improve management of manure to reduce methane and nitrous oxide losses including:
- i. Cover manure stockpiles and storage facilities,
 - ii. Optimize timing and direct incorporation of manure application to soil,
 - iii. Increase use of fertilizer and manure stabilization products (N-serve, MTM, etc.) to reduce gaseous losses
-
- FA 2-3 Promote and encourage the development of value-added agricultural biomass waste opportunities such as composting, energy, biochar, and wood products.
-
- FA 2-4 Establish a educational and communications campaign to advance low emission enteric fermentation feed management practices including: increased feed quality/digestability; increased high-quality grazing; feed amendments such as seaweed; and agricultural waste treatment amendments.
-
- FA 2-5 Collaborate to advocate for and seek additional financial incentives and technical assistance to livestock farmers to implement new or expanded high feed efficiency practices Climate Feed Management (CFM) programs, including both feed amendments (e.g. seaweed, biochar) and improved feed quality (e.g. forage quality). Seek partnerships and to direct additional funding through existing regional farm assistance programs.
-

Strategy
FA 3

Increase production of and access to local food, particularly serving low income and food insecure individuals.

-
- FA 3-1 Increase education around and access to local healthy food in Public Schools. Partner with schools and other organizations to create “edible school yards” and sustainable gardening programs at public and private schools. Include summer programming.
-
- FA 3-2 Encourage and support a joint local food purchasing program for all local government, public entity, school district, and state facilities, operations, and events within the community.
-
- FA 3-3 Work regionally to support and facilitate food donation programs. Food donation programs reduce the amount of healthy, safe food that goes to waste and redirects it to those in need.
-
- FA 3-4 Improve the availability of culturally appropriate food accessible to the community's populations of color, religiously diverse, and limited English speakers. Explore opportunities to expand local development of these goods through engagement with local food producers and promote information on locations and price ranges of uncommon culturally important produce and food products.
-

◀◀ [Return to Local Food and Agriculture section.](#)

- FA 3-5 Equitability provide programmatic resources to: a) Increase the production and consumption of home-grown and locally sourced food by supporting farmers markets and community supported agriculture. b) Create policies and practices to encourage the purchase of healthy, climate-friendly and minimally processed foods for public meetings, events and facilities. c) Expand opportunities for food production and neighborhood-scale distribution including community gardens, especially for low-income populations and communities of color. d) Increase the use of public and private land and rooftops for growing food. e) Increase the planting of fruit and nut trees in appropriate locations. f) Leverage the purchasing power of public and private institutions to source low-carbon and local foods including schools.
- FA 3-6 Encourage multi-family properties developers to establish land for community gardens.
- FA 3-7 Provide resources and information regarding community gardening and composting to educate the general public on how to grow edible plants with low inputs or organically.
- FA 3-8 Increase capacity for community gleaning, defined as "the act of collecting excess fresh foods from farms, gardens, farmers markets, grocers, restaurants, state/county fairs, or any other sources in



Reduce food waste and hunger, achieve a 50% reduction in food insecurity community-wide by 2030.

- FA 4-1 Collaborate with partners to strengthen and expand food rescue networks across the community, with the goal of boosting the retrieval of high-quality, nutritious food. This can be achieved by increasing the capabilities of food relief organizations, identifying and resolving distribution obstacles, enhancing communication, and expanding the availability of rescued food.
- FA 4-2 Establish community gardens at local government and other publicly-owned spaces, especially those which can serve food insecure or low income community members.
- FA 4-3 Create collaborative partnerships with community-based organizations and affinity groups (including low-income populations and communities of color) focused on promoting healthier, low-carbon diets, encouraging local food production, increasing the affordability of and access to healthy food (e.g., through neighborhood food-buying clubs and coops), and reducing food waste
- FA 4-4 Create a community-wide mobile fresh food market to bring locally-produced fresh produce and perishable items to community members without farmer's markets or without a grocery store year-round, particularly during winter months.

◀◀ [Return to Local Food and Agriculture section.](#)

Strategy
FA 5

Protect and preserve agricultural land while increasing its resilience to climate shocks.

-
- FA 5-1 Conduct, or hire a consultant to conduct a survey of the community's agricultural land with special care to note its potential for water reclamation, watershed protection, habitat preservation, and capacity to neutralize careless suburban sprawl so as to establish a benchmark of regional agricultural resilience practices, establish a benchmark, and practice adoption goals especially as it relates to rezoning and permitting of alternative land use.
-
- FA 5-2 Collaborate with partners to develop a comprehensive farmland conservation plan that prioritizes food production while taking into consideration other greenspace and climate adaptation priorities. The plan could also include specific maps or areas prioritized for farmland conservation or identify those areas most at risk from development or climate change impacts. Program should focus on exploring increased local food-to-table, local food utilization, and local development of cultural food products in support of underserved communities.
-
- FA 5-3 Establish and promote incentives to plant native prairie grass and wildflowers and other edge of field practices for treating tile water to mitigate nitrate runoff and reduce N2O.
-
- FA 5-4 Support, identify, and promote compatible programs to strengthen revenue streams and protect vitality of the community's agricultural land, such as through combining agricultural tourism (agritourism) with agricultural production land.
-
- FA 5-5 Continue to promote farmland conservation to increase agriculture operations' economic resilience to potential decreases in revenue and costs increases associated with climate change.
-
- FA 5-6 Collaborate with partners to provide educational resources such as featuring films, "fact sheets" and educational content. Use these partnerships to create field trips for students and others to visit farms and urban agriculture sites to see food production, meet farmers and animals and promote consideration of farming and local food production as a career. Communications, events, and field trips to prioritize racial/cultural diversity among participants.
-
- FA 5-7 Collaborate with partners to provide information and support to farmers on implementing or expanding tile drainage to mitigate climate change driven impacts on precipitation and support earlier crop planting.
-
- FA 5-8 Collaborate with partners to provide information and education to farmers on the advantages of earlier crop planting for reduced fertilizer use.
-



Increase tree cover and diversity, particularly in the priority neighborhoods, 6.5% by 2030 and 15% by 2040 (an increase of 3,660 acres and 7,000 acres respectively with growth coming from species that are native and climate adaptive).

- GE 1-1 Consider establishing an effective tree ordinance for protection of trees within the community, with a particular focus on large and mature trees.
- GE 1-2 Identify “heritage trees” over 100 years old on both public and private land. Establish guidelines and regulations for protecting this heritage similar to regulations governing heritage structures in the City’s historic districts
- GE 1-3 Consider revising zoning codes to increase diversity of native tree cover, including the preservation of the maximum possible number of existing trees and establishing minimum tree coverage for developments and planting islands in parking lots with a mix of canopy trees, shrubs, and groundcovers appropriate to the lot and its surroundings. Consider revising zoning codes to also encourage the use of native plantings and the preservation of natural areas whenever possible.
- GE 1-4 Plant trees in county highway rights-of-way, especially in priority areas as identified by the Kane County 2023 ground cover study.
- GE 1-5 Establish a tree planting plan to meet the goals of the CAIP. Prioritize tree replacement programming in neighborhoods based on factors outlined in the County’s Ground Cover study including those with low-income households, vulnerable populations, street and boulevards with less than 30% sidewalk/curb length shade coverage. Include a focus on increasing shade trees areas where people congregate (picnic areas, bus shelters, etc.) as well as a focus on species of trees that are native to the Kane County area. See County’s 2023 Ground Cover, Tree Canopy, and Carbon Sequestration Study.
- GE 1-6 Establish incentives and other promotional programs to support increased tree canopy on private property, with a focus on priority neighborhoods as identified in the Kane County Ground Cover Study. Include a focus on species of trees that are native to the Kane County area.
- GE 1-7 Develop a comprehensive list of species of trees and plants that meet the following criteria: adaptability to climate change, especially heat extremes, drought, flooding, and high winds; hardiness and longevity; provision of food and hosts for wildlife, including bees, butterflies, birds, and other creatures; species native to the area (200-mile radius) Include instructions or links to resources for planting and maintenance. Use list for all local government and public projects and encourage use by the public. Make publicizing the resource part of an overarching long-term communications plan for the climate actions.
- GE 1-8 Establish a program to give away trees on an annual basis for residents to plant on their property. Potential program concept: grow seedlings and give to homeowners once per year, or sell at a discount. Limit the trees that are given away to species that are native to the Kane County area. Goal: 1000+ trees per year
- GE 1-9 Support and incentivize developers to plant shade and water-absorbing trees that are species native to the Kane County, and replace turf landscaping with native prairie, wild flower, and savanna plantings.

 [Return to Greenspace and Ecosystems section.](#)

Strategy
GE 2

Increase pollinator supportiveness of lawns and grassland in community and achieve a 30% turf replacement with native grasses and wildflowers on public lands and 5% replacement on private lands by 2030 with identified pollinator “corridors” given priority on private-to-public and public-to-private lands. (A decrease of 3,000 acres of turf county-wide).

-
- GE 2-1 Conduct, or hire a consultant to conduct a Turf Conversion Master Plan supporting the ground cover goals included in this CAIP. Analyze public and private property for unused turf and impervious areas, and create a Ground Cover Conversion Implementation plan to convert to native plant and pollinator restoration areas, permaculture areas, wetlands, shrub, tree coverage or urban agriculture uses with goals by census tract. Include goals and an implementation plan to meet or exceed the CAIP goals for tree, native pollinator area, and lawn conversion for local government or publicly owned properties. Goals should be weighted by heat island, water runoff, and equity needs. Identify incentive opportunities and establish an outreach campaign.
-
- GE 2-2 Support the use of native plants in landscaping at local government and publicly owned properties..
-
- GE 2-3 Explore and develop partnerships with the largest land owners in the community to engage in turf replacement projects and establish demonstration / pilot projects illustrating strategies
-
- GE 2-4 Establish and effectively manage native-habitat corridors along trails and utility easement areas to restore and maintain landscape connectivity
-
- GE 2-5 Put in place an effective campaign to discourage and minimize use of toxic pesticides and herbicides, with a particular focus on those which are most toxic to Kane County ecosystems. Such a campaign might have several aspects, including a long-term communications focus, direct education work with landscapers and businesses that sell and use such products, direct education with homeowners and businesses, direct work with community organizations that promote gardening, etc.
-
- GE 2-6 Develop guidelines and recommendations for types of native, climate adaptive plantings as turf alternatives for particular areas, such as parks, other open areas, and household backyards. Make publicizing the resource part of an overarching long-term communications plan for the climate actions and hold educational workshops.
-

Strategy
GE 3

Reduce heat island effect through community-wide “dark” impervious surface coverage particularly in neighborhoods identified with higher heat island impacts 10% by 2030 and 23% by 2040. (a decrease of 3,260 acres by 2030 and 7,500 acres by 2040).

- GE 3-1 Provide resource materials for all commercial development projects receiving public funding, PUD approval, and/or Conditional Use Permitting to implement heat island mitigation strategies including cool surfaces, solar-friendly landscape shading strategies, impervious surface reduction, and breeze capture.
- GE 3-2 Review and refine park and natural space plans to minimize damage from the impacts of increased use, warmer conditions, and potential extreme weather events.
- GE 3-3 Expand and connect green spaces so they are welcoming, within walking distance of all residents, especially in underserved communities where there is a high level of impervious surfaces, and accessible via trails and bike/pedestrian ways.
- GE 3-4 Conduct, or hire a consultant to conduct an Impervious and Parking Surface Conversion study. Study to provide particular focus on reduction of impervious surface coverage within neighborhoods with the highest existing coverages and identify priority reduction opportunity sites (see 2023 Kane County Tree Survey and Carbon Sequestration Study).
- GE 3-5 Establish / review and revise parking lot shading guidelines and encourage increased tree canopy cover to achieve increased impervious surface coverage of tree canopy.
- GE 3-6 Develop a "Cool Roof", "Cool pavement", green roof, and/or vertical garden pilot project to educate on and exhibit heat island mitigation strategies and measure potential for effectiveness. Identify local government or publicly owned building with low solar PV prioritization/feasibility for inclusion as pilot project location.

Strategy
GE 4

Reduce invasive species and increase climate resilience and biodiversity of community's tree canopy, parks and greenspaces (increased biodiversity focused on species that are native and climate adaptive).

- GE 4-1 Explore feasibility of adopting the federal government’s 30x30 goal - 30 percent of land and water maintained in a natural state by 2030, and if infeasible make recommendation for appropriate similar goal for the community.
- GE 4-2 Partner with local sustainability organizations to foster public volunteer efforts to maintain and grow park systems and green infrastructure, through tree plantings and integrated invasive species control. These programs could help contain costs and foster public involvement. Potentially hold partnered events on environmentally focused holidays such as May Day, Arbor Day, Earth Day, solstices, Mother’s Day, Father’s Day, etc
- GE 4-3 Consider updating current development regulations to incorporate the use of appropriate native, climate adaptive trees and plants for new and re-development.
- GE 4-4 Explore establishing a lighting control ordinance to protect native plants, species, biodiversity, and improve night sky quality.

◀◀ [Return to Greenspace and Ecosystems section.](#)

Strategy
HS 1

Assist climate vulnerable populations throughout the community in preparing for and mitigating climate change impacts.

-
- HS 1-1 Incorporate climate change and CAIP goals into the Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP).
-
- HS 1-2 Create and distribute climate vulnerability related emergency communications/outreach materials available in multiple languages and platforms.
-
- HS 1-3 Add climate awareness and preparedness elements to public health programs already aimed at vulnerable populations and low-income households.
-
- HS 1-4 Collaborate with partners and municipalities to organize a transportation-assistance program for individuals without access to vehicles.
-
- HS 1-5 Develop a toolkit for Emergency Response using the EOM resources available on the Kane County Emergency Management website and state and federal training to publicize the tool kit to ensure residents are aware and have access to the resources.
-
- HS 1-6 Conduct, or hire a consultant to conduct a needs assessment of accessible community centers for extreme weather or other emergency situations. Create a development improvement plan, if needed.
-
- HS 1-7 Identify a sustainable funding source for increased utility assistance for low-income residents, including support for energy efficiency projects, such as weatherization.
-
- HS 1-8 Increase availability to cooling mechanisms in low-income housing and rental units (e.g., air conditioning units, fans, window screens).
-
- HS 1-9 Consider establishing or updating Nuisances And Property Maintenance code to manage and mitigate mold or fungus. Include references to requirements in rental license..
-
- HS 1-10 Establish a Resilient Home inspection referral list to provide voluntary on-site home reviews to identify possible resilience improvements such as flood mitigation strategies, improved weatherization, vegetative shading, etc. Explore a partnership with other agencies including local governments, public entities, ComEd, and local schools. Note, this action may be implemented in collaboration with energy efficiency, fuel switching, and solarization actions in the Buildings and Energy section of this plan.
-
- HS 1-11 Collaborate with partners to ensure public safety staff is properly trained to recognize and respond to physical and behavioral signs of heat related illness. Conduct, or hire a consultant to conduct climate change impacts and adaptation training for law enforcement, fire, first responders, and utilities. Promote equity in hazard mitigation, and emergency response and recovery activities, and consider populations most vulnerable to weather-related emergencies in all plans and exercises, including evacuation routes, transportation for vulnerable population groups, shelter in place locations, back-up power operations, extended access to fuel/power sources and drinking water, etc.
-
- HS 1-12 Prepare public health agencies and health care providers to address health impacts of climate change including heat and vector related illnesses and wildfire smoke.
-



Educate, engage, and empower the public on health and safety risks of climate change impacts.

- HS 2-1 Develop and distribute educational content (brochures, k-12 curricula content, infographics, media announcements, etc) which outlines and actively promotes the clean air and health benefits of strategies included in this CAIP. Strategies to be actively promoted include use of renewable energy, conservation of energy, use of electric vehicles, public transit, ride share, and walking and biking for transportation. Engagement may include collaborating with public schools on curricula content, visiting local schools to talk about environmental conservation, sponsoring science fairs and asthma awareness days, disseminating information about the Air Quality Index and the UV index, supporting smart growth and green community programs, and working with municipal government leaders to establish clean air policies and initiatives.

- HS 2-2 Create an interactive GIS tool and an app that maps areas of vulnerabilities (i.e. areas at risk of flooding, vulnerable populations, etc) and to identify where nature-based solutions can alleviate challenges related to climate change. Include additional information layers for flooding, air quality, health data, etc.

- HS 2-3 Develop and implement a plan to monitor climate change related illnesses. Utilize results in resource and policy planning, with particular focus on neighborhoods. Communicate results to the public on a periodic basis.

- HS 2-4 Collaborate with partners to increase outreach to diverse populations about climate change and health, natural hazards, and emergency preparedness via broadcast, print, bus ads, social media, and other forms of communication in multiple languages and accessible to individuals with disabilities to ensure that emergency preparedness planning reaches all residents.

- HS 2-5 Increase the participation in bike-to-work and bike-to-school weeks as well as other health and wellness, exercise and nutrition programs through promotion, support, and sponsorship.

- HS 2-6 Educate and encourage community members to take steps to related to increasing their safety in the face of climate change such as improving emergency, extreme weather and temperature preparedness, preventing exposure to vector-borne and water borne diseases, and an awareness of relevant existing state, county, municipal, and other alert systems to stay informed.

- HS 2-7 Conduct education and outreach on the effects of nutrient loads and contaminants in stormwater on local water quality.

- HS 2-8 Conduct targeted outreach to ensure that vulnerable populations are signed up for alert systems that notify them of dangerous conditions and where/how to seek shelter or other resources.


[Return to Health and Safety section.](#)

Strategy
HS 3

Ensure that mission critical, emergency services and health care facilities within the community are prepared for impacts of climate change.

-
- HS 3-1 Work with local electric utilities to conduct a grid capacity, conditions, and resilience assessment. Assessment recommendations should also identify strategies for improved energy resilience including solar+storage back-up.
-
- HS 3-2 Develop a transparent and inclusive decision-making framework designed to achieve climate, equity, safety, health and prosperity goals. Support and encourage local governments to use it when making major infrastructure, transportation, land use, community development and project development plan and investment decisions. Consider existing systems, like STARS and MOSAIC, as models.
-
- HS 3-3 Prepare for public buildings to be used in different ways, both in lower-impact ways, such as community members and vulnerable populations using the buildings as cooling centers during hot days, and as safe-havens during acute emergencies. Integrate these concepts in all local government and publicly owned facility design and renovation design processes and considerations.
-
- HS 3-4 Ensure that facilities that serve vulnerable populations (e.g., senior centers, libraries, hospitals and clinics) are resilient to climate hazards and have established best practices for responding to emergencies such as flooding, power outages, and extreme heat.
-
- HS 3-5 Plan and establish alternative or on-site power supply at key facilities within higher vulnerable areas with capacity to operate during grid failure. Explore use of re-deployable mobile solar arrays.
-

Strategy
HS 4

Strengthen community response capacity and social support networks, especially around our most vulnerable populations.

-
- HS 4-1 Support capacity of neighborhood and community groups to implement climate mitigation and adaptation initiatives. Explore establishing resilience grants to support community-based climate action efforts.
-
- HS 4-2 Collaborate with partners like health care providers, colleges and universities, non-profit entities, schools, municipalities, and state agencies and to form and maintain a public health and climate change working group, with a focus on networks for community support, adaptation, and education.
-
- HS 4-3 Enhance the coordination between local natural resource agencies and vector control programs to ensure populations of mosquitos, ticks, rodents, and other potential disease vectors are managed in a way that protects human health and ensures ecological integrity and vitality.
-
- HS 4-4 Implement or expand climate change science and adaptation curricula in the public and private grade schools.
-
- HS 4-5 Support the creation of call trees and block networks to check on neighbors during/after extreme weather events, particularly when they involve grid disruption.
-



Capture economic value of each climate action goal in the Kane County CAIP.

- CE 1-1 Leverage Community Development Block Grants from the Department of Housing and Urban Development, or HUD, to invest in resilient and equitable communities

- CE 1-2 Conduct, or hire a consultant to conduct a Community-Wide Renewable Energy Potentials Study. Study should identify economic development opportunities as well as economic savings/impacts of expansion of renewable energy infrastructure within the community.

- CE 1-3 Conduct, or hire a consultant to conduct a study to Identify economic opportunities possible through the successful implementation of the CAIP and achievement of its goals, especially those which can provide opportunity for the community's vulnerable populations and advancement of entrepreneurship.

- CE 1-4 Conduct, or hire a consultant to conduct a Climate Economy Economic Development Assessment to identify economic development potential of climate adaptation, climate mitigation, and energy action planning. Assessment to include an evaluation of the potentials associated with green hydrogen (hydrogen produced through renewable electricity), including generation, supply chain and distribution, retail, and use.

- CE 1-5 Collaborate with partners to create a market for Certified Compost. Work with organics collection sites to expand infrastructure to accept more food residuals and working with municipalities to expand residual food scrap collection.

- CE 1-6 Collaborate with partners to establish a regional business incubator to support the establishment of innovative energy efficiency and renewable energy and sustainability business models within the community. Structure incubator to increase participation of under-resourced communities and increase opportunities for equity. Explore partnerships and collaboration with schools, colleges, and universities.

- CE 1-7 Focus business development efforts on “green” businesses that are non-polluting, offer or support environmentally sustainable goods or services, and/or actively promote telecommuting, alternative work schedules, and alternative transportation modes.

Return to Climate Economy section.



Support equitable workforce development and entrepreneur opportunities of climate action in the local economy.

-
- CE 2-1 Coordinate with partners, including local unions, to develop and promote job training programs to equip individuals with valuable, future-oriented skills that contribute to climate resilience, while also providing pathways to employment, particularly for those in disadvantaged communities. Programs to include:
1. Renewable Energy and Energy Efficiency: Developing programs that teach skills related to solar energy system construction and the weatherization of buildings to improve energy efficiency.
 2. Alternative Building Demolition Techniques: Promoting methods such as building relocation, deconstruction, and salvage instead of traditional demolition. Establishing a job training program specifically for building deconstruction skills, modeled after initiatives like the Better Futures Program
 3. Heat Pump Technology Training: Exploring training opportunities in retail and with contractors/installers, focusing on the availability and functionality of heat pump technology for applications like water heaters and clothes dryers.
-
- CE 2-2 Collaborate to establish and promote a Climate and Equitable Jobs Act (CEJA) workforce training program.
-
- CE 2-3 Collaborate with the Midwest Alliance for Clean Hydrogen and other potential partners identified on the US Department of Energy’s H2Matchmaker to identify opportunities for establishing and supporting new green hydrogen startup businesses within Kane County.
-
- CE 2-4 Collaborate with the Midwest Alliance for Clean Hydrogen to establish and promote a Kane County Green Hydrogen workforce education and training program.
-
- CE 2-5 Collaborate with school districts to promote youth development through support of programs like the Future Cities competition which challenge students to design projects for sustainability in their community.
-
- CE 2-6 Promote workforce development in partnership with local schools, colleges, and universities create and implement a curriculum for green skills—the knowledge, abilities, values, and attitudes needed to live in, develop, and support a sustainable and resource-efficient society. Goal: 1,000 "green careers" by 2030.
-
- CE 2-7 Explore training opportunities within retail stores, contractors, and installers, surrounding availability and functionality of heat pump water heaters/clothes dryers.
-
- CE 2-8 Engage with local green jobs training providers to coordinate strategic planning and encourage programs to develop local workforce capacity and assess, train, and place local residents to perform energy retrofits, solar pv installations, and other green improvements.
-
- CE 2-9 Collaborate with partners such as school districts, colleges, unions, local non-profit/community organizations, and employers to establish a paid Green Jobs apprenticeship and internship program for youth. Program to facilitate the hiring of program graduates through the promotion and subsidized internship placement with employers within the community. Explore establishing a cost sharing / resource sharing component with the businesses benefiting from internships. Program to prioritize internship candidates from households with low income and people from under represented populations.
-

Strategy
CE 3

Provide support to local businesses for building operational resilience in the face of climate change.

- CE 3-1 Explore use of geographic information systems (GIS) to link with municipal business licenses, tax information, and other business establishment data bases to track local and regional “churn” and available development sites as well as integrated hazard information to make rapid post-incident impact assessments.
- CE 3-2 Support climate resilience of local economy by preparing water, road, utilities, and other public infrastructure for increased demands from climate change based on the Kane County Climate Risk and Vulnerability Assessment, Emergency Management Plan, and State climate change data and projections. Strategies to implement include ensuring redundancy in telecommunications and broadband networks to protect commerce and public safety in the event of natural or manmade disasters.
- CE 3-3 Establish a business coalition focusing on disaster and emergency preparedness as well as other impacts businesses need to prepare for things like rising electric bills or impacts to employees. Facilitate discussions with the coalition to identify the businesses and infrastructure that are most vulnerable to disaster and identify potential ways to enhance resilience.

Strategy
CE 4

Establish suitable and sustainable financing for the implementation phase of the Climate Action Implementation Plan.

- CE 4-1 Establish and maintain a database of federal funding, incentives, and grants available to support regional and local government climate action implementation resulting from the Inflation Reduction Act (IRA), Infrastructure Investment and Jobs Act (IIJA) and others. Explore opportunities for grant submissions, including collaboration with other communities or entities.
- CE 4-2 Establish a Green Bank, or promote the State of Illinois Green Bank, to support funding of climate action and resilience strategies including Energy Efficiency, Renewable Energy installations, and climate resilience upgrades with a prioritization for local businesses and those serving low income to moderate income community members. Funding available through the Inflation Reduction Act and State of Illinois CEJA.
- CE 4-3 Establish a policy that accounts for all energy efficiency and renewable energy and other operational cost savings of owned buildings and fleets arising from CAIP actions. All savings to be invested into a CAIP Fund as one source of financing for continued energy efficiency, renewable energy, and other CAIP implementation related efforts.
- CE 4-4 Identify a sustainable funding source for increased utility assistance for low-income residents, including support for energy efficiency projects, such as weatherization
- CE 4-5 Establish Forest Carbon Offset credits for local government and publicly managed urban forests and tree stock. Use funds to support climate action in the community.
- CE 4-6 Consider establishing a policy that requires infrastructure projects and capital budgets incorporate climate risk and vulnerability analysis and adaptation plans to ensure that future spending contributes to resilience and achieving the Plan goals.

◀◀ [Return to Climate Economy section.](#)

Strategy
CE 5

Communicate climate action economic and development opportunities to stakeholder groups.

-
- CE 5-1 Create an online Climate Economy Hub to provide information on the CAIP and identify resources available for business owners.
- Include a Funding Resources page to include information on incentives, grants, and other funding opportunities available for businesses to support climate action and resilience.
 - Working with local partners, develop a community Green Jobs Bulletin Board promoting local green job opportunities and connecting local businesses with local job seekers.
 - Collaborate with the regional partners to include an online tool on the Climate Economy Hub to support the assessment of business' vulnerability/resiliency (refer to examples on row CE 221)
-
- CE 5-2 Strengthen communications in support of business and economic climate resilience, the economic opportunities associated with climate action, and the goals of this plan. Effort should focus particularly on communications with disadvantaged group businesses (minority-owned, veteran-owned, economically-disadvantaged, etc.) and small businesses.
-

Strategy
CE 6

Prepare for climate change migration.

-
- CE 6-1 Collaborate with the school district to study potential service needs which may be required under a range of climate immigration/migration scenarios. Collaborate to create a "Climate immigration and migration response plan" identifying actions.
-
- CE 6-2 Create, or hire a consultant to create an Affordable Housing Master Plan to identify current and potential future need for affordable housing including scenarios anticipating climate immigration and migration potentials. Plan should identify policies and actions to implement to avoid "climate gentrification," and include a climate immigration / migration community development assessment to identify potential sustainable economic development and community development opportunities for the community. Master plan should identify priority affordable housing locations which meet the goals of this CAIP.
-

Appendix A

Supporting Research

 [Click here to return to TOC](#)

Climate Action Baseline Study

To support the Kane County CAIP planning team members, the paleBLUEdot team assembled the Climate Action Baseline Study. This document provided a review of a wide range of community-wide metrics, data, and comparisons against County peer communities for each of the CAIP sectors included in this report. The document also included preliminary sector specific draft strategic goal recommendations for the CAIP planning team to consider, discuss, and revise at the beginning of the planning team effort.

Click on the link below to access the document:
<https://view.publitas.com/palebluedot/kane-county-climate-action-baseline-assessment/>

Climate Vulnerability Assessment

At the beginning of the planning effort, the paleBLUEdot team developed a Climate Vulnerability Assessment for Kane County. The assessment included the identification of vulnerable populations within the community and possible impacts and risks associated with projected climate change for the County. paleBLUEdot mapped the vulnerable populations within the County as well as existing infrastructure and resources which may be capable of supporting climate adaptation strategies. These assessments provided a basis for understanding vulnerabilities and resources which supported the decision making process needed for identifying and prioritizing climate adaptation measures to be included in the final CAIP. The Assessment focused on County-Wide vulnerabilities with a particular focus on climate vulnerable populations to ensure all populations benefit from proposed implementation measures.

Click on the link below to access the document:
<https://view.publitas.com/palebluedot/kane-county-climate-vulnerability-assessment/>

Community-Wide GHG Inventory

The paleBLUEdot team compiled a County-wide Greenhouse Gas Inventory. The assessment included collection of raw data and calculation of greenhouse gas emissions for each of the primary emissions sectors included in this CAIP. The inventory included both community-wide emissions as well as municipal operations. The report included community-wide emissions comparisons against communities within the State and County.

Click on the link below to access the document:
<https://view.publitas.com/palebluedot/kane-county-ghg-inventory-report/>

County-Wide Ground Cover, Tree Canopy and Carbon Sequestration Study

paleBLUEdot conducted a baseline assessment of County-Wide ground cover and tree canopy extent. The study identified ground cover conditions (grass, water, wetland, tree canopy) County-wide as well as by census tract. Based on the ground cover data, calculations were made for annual carbon sequestration rates, carbon stock, tree canopy/green space economic value, and pollution absorption rates (CO, O₃, NO₂, SO₂, particulate pollution).

Included in this assessment was an assessment of County-Wide heat island characteristics and conditions. The study identified impervious surface conditions and coverage (sidewalks, roadway, parking, and building) and compiled data in subcategories of light reflective and light absorbent conditions. Baseline calculations were made for overall heat island contribution coefficient by neighborhood (expressed as summer night time degrees F above natural conditions, calculations based on research and formulas compiled by the University of Minnesota and Minnesota State University).

Click on the link below to access the document:
<https://view.publitas.com/palebluedot/kane-county-ground-cover-heat-island-and-carbon-sequestration-study/>

Climate Community-Wide Renewable Energy Potentials Study

In support of development of effective renewable energy goalsetting and to establish strategies addressing renewable energy development, paleBLUEdot conducted a County-Wide solar pv potentials study including economic and environmental benefits. This effort included:

- 1) Collect community-wide satellite data (NREL, NOAA, and NASA data).
- 2) Determine building roof stock characteristics and solar suitable buildings, calculate total suitable areas by roof configuration/orientation.
- 3) Calculate total rooftop solar capacity and annual energy generation by roof configuration/orientation.
- 4) Identify cost efficient annual energy generation potential.
- 5) Research solar market at national, State and Countyal levels. Identify low, medium, and high solar market absorption rates and community-wide solar pv goals.
- 6) Identify environmental and economic benefit of solar including economic development and job creation potential. (NREL JEDI model)
- 7) Develop community-wide Renewable Solar Energy Potentials report.

Click on the link below to access the document:

<https://view.publitas.com/palebluedot/kane-county-renewable-energy-potentials-study-vpj6oadkmj96/>

Appendix B

Abbreviations and Glossary of Terms

 [Click here to return to TOC](#)



Abbreviations

BAU	Business as usual	PUB	Public Utilities Board
BEV	Battery electric vehicle	PV	Photovoltaic (solar photovoltaic)
BIPOC	Black, Indigenous, People of Color	REC	Renewable Energy Credit
C&D	Construction and demolition	SO ₂	Sulfur Dioxide
CAP	Climate Action Plan	SF ₆	Sulfur Hexafluoride
CE	Carbon Equivalent	SULEV	Super ultra-low emission vehicle
CDP	Carbon Disclosure Project	t	Ton equivalent to 2,000 lbs (United States)
CFC	Chlorofluorocarbons	TOG	Total Organic Gasses
CH ₄	Methane	USGS	U.S. Geological Survey
CHP	Combined Heat and Power	VMT	Vehicle miles traveled
CO ₂	Carbon dioxide	VHT	Vehicle hours traveled
CO ₂ e	Carbon dioxide equivalent	ZEV	Zero emission vehicle
CSG	Community Solar Garden		
DOE	U.S. Department of Energy		
EMS	Emergency medical services		
EPA	U.S. Environmental Protection Agency		
EV	Electric vehicle		
EVSE	Electric vehicle supply equipment		
FEMA	Federal Emergency Management Agency		
FTE	Full-time equivalent		
GCoM	Global Covenant of Mayors		
GDP	Gross Domestic Product		
GHG	Greenhouse gas		
GWP	Global warming potential		
HFC	Hydrofluorocarbons		
IPCC	Intergovernmental Panel on Climate Change		
kWh	Kilowatt-hour		
LEV	Low emission vehicle		
MWH	Megawatt hour – 1,000 Kilowatt-hours		
MSW	Municipal Solid Waste		
MT	Metric ton equivalent to 1,000 kg (also known as Metric Tonne)		
MMT	Million Metric tons		
MMBTU	Million British Thermal Units		
MT CO ₂ e	Metric tons of carbon dioxide equivalent		
N ₂ O	Nitrous Oxide		
NO _x	Nitrogen Oxides		
NZE	Net-Zero Emissions		
O ₃	Ozone		
ODS	Ozone Depleting Substances		
PACE	Property Assessed Clean Energy		
PFC	Perfluorocarbons		
PHEV	Plug-in hybrid electric vehicle		
PM2.5	Particulate matter of 2.5 micrometer diameter or less		
POC	People of Color		
PPA	Power Purchase Agreement		



A

Action

Specific tasks set out to realize the objectives and methods highlighted in a given plan.

Activity Data

Information regarding the scale of human actions that lead to emissions or removals within a specified timeframe. This includes data like energy consumption, metal production, land coverage, management procedures, and usage of lime, fertilizers, and waste generation. (IPCC)

Adaptation

Refer to "Climate Readiness or Resilience"

Adaptive Capacity

The combination of societal, technological, and monetary abilities that individuals or groups possess to initiate and sustain actions against climate change.

Aerosols

Airborne particles, either solid or liquid, typically ranging between 0.01 and 10 micrometers. These particles, which can be of natural or human-made origin, can persist in the atmosphere for extended periods. They can affect climate by directly interfering with radiation or indirectly by influencing cloud properties. (IPCC2)

Afforestation

The process of establishing forests on lands that weren't previously forested. (IPCC2)

Air Pollutant

Any substance, either originating from human activities or naturally, present in the atmosphere that might have detrimental impacts on humans, fauna, flora, or materials. (CARB)

Anthropogenic

In relation to greenhouse gas records, "anthropogenic" denotes emissions and removals directly stemming from human actions or from natural processes influenced by human activities. (USEPA2)

Atmosphere

The layer of gases encasing the Earth. It mainly consists of nitrogen and oxygen, along with trace

gases like argon, helium, and certain greenhouse gases like carbon dioxide and ozone. The atmosphere also encompasses varying amounts of water vapor and contains other components like clouds and aerosol particles. (IPCC2)

B

Baseline Emissions

A reference point, either through measurement, calculation, or a specific timeframe, for making comparisons. It represents emission levels in scenarios devoid of policy changes or project implementations. Such evaluations are crucial to gauge the impact of emissions-reducing measures.

Base Year

The initial year used for data gathering. Emission-reducing goals are often set with this year as a reference.

BAU

Refer to "Typical Future Projection"

Beneficial Electrification

See "Transition of Energy Sources"

Biogenic

Derived from the biological activities of living entities. The term "biogenic" exclusively pertains to recently formed biological materials. The IPCC suggests categorizing peat as fossil carbon due to its lengthy replacement cycle.

Biogeochemical Cycle

The continuous transfer of essential chemicals, crucial for life, within Earth's systems, including carbon, nitrogen, oxygen, and phosphorus. (NASA)

Biomass

Refers either to (1) the combined weight of all living organisms within a designated area or species, usually represented as dry weight or (2) Organic substances originating from or recently derived from living beings, excluding peat, and encompasses derived products and waste. (IPCC1)

Biomass Waste

Biological, non-fossil substances of biological origin that are either residual or discarded. This definition includes biogenic municipal waste, landfill gas, and other forms of biomass but excludes certain fuels



and biofuels. EIA's data on "biomass waste" also count energy crops produced specifically for power generation. (EIA)

BIPOC

Defined as "Black, Indigenous, and People of Color", this U.S.-specific term emphasizes the experiences of Black and Indigenous communities, showcasing or influencing the broader socio-economic dynamics encountered by all non-white individuals.

Black Carbon

A type of aerosol characterized based on its capacity to absorb light, its chemical reactivity, and/or thermal resistance; comprises elements like soot and charcoal. (IPCC2)

Blue Carbon

Carbon that's absorbed and retained by coastal ecosystems and wetlands, aiding in countering climate change impacts.

British Thermal Unit (BTU)

A conventional measure of thermal energy, representing the energy needed to elevate the temperature of a pound of water by a single degree Fahrenheit.

Business As Usual Forecast

The Intergovernmental Panel on Climate Change (IPCC) describes this as the predicted emission levels if upcoming trends emulate historical ones and no policy amendments are enacted. This projection presumes no further emission-curbing actions will be adopted beyond existing or committed measures.

C

Carbon Cycle

The systematic flow and storage of carbon across different reservoirs. This involves four primary carbon storage areas: the atmosphere, the terrestrial environment (including freshwater systems), oceans, and sediments (which encompass fossil fuels). The carbon exchanges between these reservoirs are driven by a mix of chemical, physical, geological, and biological factors. Though the ocean holds a significant amount of near-surface carbon, its exchange with the atmosphere is relatively slow. (NASA)

Climate and Sustainability Glossary of Terms

Carbon Dioxide (CO₂)

A gas found naturally in the environment, but also produced from burning fossil fuels, biomass, through land-use alterations, and various industrial activities. As the main human-induced greenhouse gas, it impacts the Earth's ability to reflect heat. Other greenhouse gases are often measured relative to CO₂, which has a Global Warming Potential set at 1. (IPCC2)

Carbon Dioxide Equivalent (CO₂ e)

A standard for comparing the emissions from different greenhouse gases based on their potential to warm the planet. It's determined by equating the amount of a gas emitted to the amount of CO₂ that would have the same global warming impact.

Carbon Disclosure Project (CDP)

A global initiative allowing organizations and cities to publicly share their environmental impacts, notably related to climate risks. CDP stands as one of the recognized disclosure platforms endorsed by GCoM.

Carbon Emissions

The process of releasing carbon dioxide into the atmosphere, primarily through human activities like burning fossil fuels for energy.

Carbon Equivalent (CE)

A metric for comparing emissions from various greenhouse gases based on their capacity to influence global warming. Carbon equivalents are derived from carbon dioxide equivalents using a specific conversion factor related to molecular weights.

Carbon Free

Activities, systems, or products that don't emit carbon dioxide or other greenhouse gases. Often associated with sustainable or renewable energy discussions, not every "carbon free" source is renewable. For instance, while both wind and nuclear energy are carbon-free, only wind is renewable.

Carbon Intensity

The ratio of carbon emitted for every unit of energy used. A typical measure of this is the carbon weight per British thermal unit (Btu) of energy. When considering a single fuel type, carbon intensity and



the emission coefficient are the same. With multiple fuels, it's an aggregate value. (EIA)

Carbon Neutrality

Achieving a balance where the amount of CO₂ produced annually is equal to the amount removed or offset, leading to net-zero CO₂ emissions by a specific date. Carbon Neutrality is also sometimes applied to all greenhouse gas emissions. In those instances the term is interchangeable with "Net Zero"

Carbon Offsets

Mechanisms to counterbalance carbon dioxide or other greenhouse gas emissions by funding equivalent reductions elsewhere. They are quantified in metric tonnes of CO₂ -equivalent and can be traded to neutralize emissions from an entity's operations.

Carbon Sinks

Natural environments, such as forests or oceans, recognized for their ability to absorb and store carbon dioxide from the atmosphere.

Carbon Sequestration

The process of capturing and storing CO₂, either in oceans, terrestrial environments like forests and soils, or in geological formations underground.

Chlorofluorocarbons (CFCs)

Gases, regulated under the 1987 Montreal Protocol, used in several applications like refrigeration and air conditioning. Since they don't break down in the lower atmosphere, they reach the upper atmosphere and can deplete ozone. Their usage is being phased out in favor of alternative compounds, some of which are greenhouse gases under the Kyoto Protocol. (IPCC3)

Circular Economy

A sustainable economic model that deviates from the traditional linear approach (produce, use, discard) by focusing on reducing resource inputs and waste. It emphasizes durable product design, repair, reuse, and recycling to minimize waste.

Climate

Often described as the "typical weather" of an area, climate is a statistical representation of weather patterns over extended periods, typically 30 years as

Climate and Sustainability Glossary of Terms

per World Meteorological Organization (WMO) standards. It encompasses averages and variability of factors like temperature and precipitation. On a broader scale, climate is the comprehensive state of the climate system, including statistics. (IPCC2)

Climate Adaptation or Resilience

The ability of ecosystems or communities to anticipate, stand against, respond, and recover from disruptive events. It involves adjusting to changing climate conditions to lessen risks and vulnerabilities.

Climate Action Plan

A comprehensive strategy detailing steps that a municipality, business, or government will take to decrease greenhouse gas emissions and prepare for climate change, fostering sustainable and resilient growth.

Climate Change

Any significant, lasting change in the average or variability of climate conditions over extensive periods. It can stem from natural processes, persistent changes in atmospheric composition due to human activities, or alterations in land use. (IPCC2)

Climate Hazard

A climate event or situation that can negatively affect human health, resources, or livelihoods, encompassing sudden shifts in climate systems like heavy rainfall or prolonged droughts.

Climate Migration

The relocation of individuals due to the effects of climate change impacting their way of life or degrading their living conditions. This can result from changing water supplies, altered agricultural yields, or factors like rising sea levels and increased storm intensity.

Climate Model

A mathematical representation used to simulate the key components of climate, including the atmosphere, oceans, land, and ice. These models are used to forecast potential future climate changes.

Climate Scenario

A structured and logical narrative of potential future climatic conditions, built on a set of assumptions about potential future events.



Climate Risk

The potential negative outcomes due to climatic changes, where valuable assets are at risk. The risk is calculated based on the likelihood of certain climate events or changes happening and the potential impact of those changes. It is a product of the system's vulnerability and the climate hazards faced. (IPCC)

Climate Vulnerability

The extent to which a system is at risk from adverse climate changes, including climate variability and extremes. It depends on how exposed the system is to these changes, its inherent sensitivity, and its ability to adapt. Vulnerability can be described as the potential negative impact minus the system's adaptive capacity. (IPCC)

Climate Vulnerability Assessment

An analysis aiming to pinpoint and categorize the threats posed by climate change. It guides the creation of strategies to address these threats and can cover diverse areas like food security, socio-economic factors, and extreme weather patterns.

Co-Benefit

Additional advantages or benefits (e.g., health, economic, societal) that arise indirectly from climate adaptation and mitigation measures.

Co-generation

A facility or system that simultaneously and efficiently produces multiple forms of energy, usually heat and power, in an integrated manner. (CARB)

Community Choice Aggregation (CCA)

CCA programs, or sometimes known as "Community Power Aggregation", empower local governments to source power for their citizens, businesses, and municipal facilities from alternative providers, while still utilizing the distribution services of their existing utilities. Setting up a CCA generally needs state-level legislation. For more details, one can visit EPA's dedicated CCA website: [EPA's CCA webpage](<https://www.epa.gov/green-power-markets/community-choice-aggregation>)

Combined Heat and Power (CHP)

A system designed to concurrently generate electricity and useful heat, aiming for optimal energy

use. Some utilities might sell the heat produced for public use, while certain industries might sell surplus electricity to other businesses or utility companies. (IPCC)

Community Power Aggregation

Refer to "Community Choice Aggregation"

Community Solar / Community Solar Garden (CSG)

Shared solar installations that allow community members to benefit from solar energy without installing panels on individual properties. Participants receive bill credits based on their share of the generated power. Generally, the electricity from community solar farms is priced lower than traditional utility rates.

Complete Streets

A street design concept that ensures streets are made to accommodate all users safely and efficiently, regardless of their mode of transportation or age.

Consistency

Ensuring that an inventory remains uniform in its methodologies and data over time. If the same methods and datasets are consistently applied over years, then the inventory is considered consistent. (IPCC)

Continuous Emission Monitor (CEM)

A monitoring system placed within smokestacks or other emission sources that continuously measures and reports air emissions. (CARB)

Cool Roof

Roofing materials engineered to reflect more sunlight and absorb less heat, thereby reducing the heat transferred to the building or its surroundings.

Cool Pavement

Pavement materials designed to reflect sunlight and decrease heat absorption, minimizing heat transfer to the nearby environment.

Criteria Air Pollutant

Specific air pollutants for which permissible exposure levels are determined, and corresponding air quality standards are established. Examples include carbon monoxide, ozone, and various particulates. The term arises from the U.S. EPA's



obligation to define these pollutants and their impacts on health and the environment. Standards can be reviewed and updated based on new scientific information. (CARB)

D

Decarbonization

The transition towards reducing carbon emissions by adopting cleaner energy sources, enhancing energy efficiency, or capturing and storing released carbon. The ultimate aim is to minimize the climate impact and move towards a carbon-neutral society.

Deforestation

The conversion of forested areas into non-forest uses. Deforestation is often linked to the amplified greenhouse effect for two main reasons: the combustion or decay of wood releases carbon dioxide, and the removed trees no longer absorb atmospheric carbon dioxide through photosynthesis. (UNFCCC)

Demand Side Management (DSM)

Initiatives designed to modify consumer energy consumption patterns using methods like education and financial incentives. DSM seeks to reduce energy consumption, particularly during peak demand periods, and shift usage to times when demand is typically lower.

Distillate Fuel Oil

A category of petroleum products obtained through standard distillation processes. This encompasses diesel fuels and fuel oils, including types like No. 1, No. 2, and No. 4 diesel fuel. These products are used in various engines, from road vehicles to trains and agricultural equipment. Additionally, No. 1, No. 2, and No. 4 fuel oils are typically employed for heating spaces and generating electricity. (EIA)

District Heating

A system that distributes heat, generated at a centralized point, via a network of pipes to provide heating for homes and businesses in a specified area or community.

E

Ecosystem Services

The benefits ecosystems offer to human welfare. These benefits range from tangible resources like

Climate and Sustainability Glossary of Terms

water and food to services like air purification, flood control, and climate stabilization.

Emissions

The act of discharging certain substances, often gases in the context of climate change, into the environment. (USEPA1)

Emission Factor

A value that signifies the amount of a gas emitted or removed per unit of activity. This coefficient is usually derived from a collection of measurement data and provides a representative emission rate for a set of specific conditions. (IPCC)

Emission Inventory

A calculation of the total pollutants released into the atmosphere from various significant sources, measured over a defined period, such as daily or annually. (CARB)

Emission Rate

The quantity of a specific pollutant released over a set duration, commonly expressed in units like tons per year. (CARB)

Energy Burden

The fraction of a household's total income spent on energy costs. An "high" energy burden is identified when energy costs comprise 6% or more of the household income, while it's deemed "severe" if above 10%. (ACEEE)

Energy Savings / Energy Efficiency

Refers to the sustainable reduction in the amount of energy consumed for the same level of output or performance. For instance, a modern heater that requires less energy to provide the same warmth results in energy efficiency improvements.

Energy Tariff

A pricing structure, or utility tariff, that dictates how consumers are charged by energy providers for their electric or gas consumption. Energy tariffs are subject to government approval and review.

Environmental Justice

The equitable treatment and active participation of all individuals, regardless of their race, ethnicity, income, or origin, in the processes related to environmental laws, policies, and regulations.



Equity

Being just and fair in treatment, acknowledging that people have diverse circumstances and providing them with the necessary resources and opportunities to achieve equal outcomes. In terms of climate change, equity encompasses both shielding from environmental hazards and ensuring access to environmental benefits, irrespective of socio-economic factors.

F

Fluorocarbons

Molecules made up of carbon and fluorine, which can also include elements like hydrogen, chlorine, or bromine. Some well-known types are chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), hydrofluorocarbons (HFCs), and perfluorocarbons (PFCs).

Flux

(1) Materials, like limestone and dolomite, used to moderate the heat or energy demands of mineral processing, like metal smelting. They can also function as agents to produce slag. (2) The rate or volume of a liquid or gas moving across a specific area over time, such as the "CO₂ absorption rate by forests". (IPCC)

Fossil Fuel

Deposits of hydrocarbons formed from ancient organic matter, including coal, oil, and natural gas.

Fuel Combustion

The intentional burning of materials in a device designed to provide heat or mechanical energy. This process can be for direct application or use elsewhere. (IPCC)

Fuel Switch (see also "Beneficial Electrification")

The process of transitioning from one energy source to another, commonly from non-renewable sources like fossil fuels to renewable ones like wind or solar, to reduce both costs and emissions.

Fugitive Emissions

Unintentional leaks of gases from surfaces such as seals or underground pipelines due to deterioration or faults.

G

Geologic Carbon Sequestration

The practice of capturing CO₂, often from sources like coal-powered plants, and injecting it deep underground for storage. With careful site selection and management, this approach has potential in reducing atmospheric CO₂ levels. (USEPA4)

GHG

Refer to "Greenhouse Gas"

Global Environmental Change

Significant, accelerated alterations to Earth's natural systems, encompassing climate shifts, biodiversity loss, resource depletion, pollution, and other large-scale environmental disruptions. (Planetary Health Alliance)

Global Warming

The average rise in atmospheric temperature near the Earth's surface and within the troposphere, which can lead to shifts in global climate. This warming can arise from both natural phenomena and human activities. Typically, "global warming" is used to refer to the temperature increase resulting from the enhanced emissions of greenhouse gases due to human actions. See also Climate Change. (USEPA1)

Global Warming Potential (GWP)

An index that calculates the radiative effects of greenhouse gases, considering their ability to trap heat compared to carbon dioxide over a specified timeframe. The GWP evaluates the cumulative effect of these gases in the atmosphere based on their longevity and their potential to absorb infrared radiation. The Kyoto Protocol uses GWPs derived from 100-year timespan emissions. (IPCC2)

GCoM Global Covenant of Mayors

GCoM represents the world's largest alliance dedicated to urban climate leadership. Comprising over 10,000 city and local governments, GCoM's goal is to encourage and support action on climate and energy at the grassroots level globally.

Green Streets

An urban design approach that incorporates plant life, soil, and engineered structures to manage, slow, and purify stormwater runoff from surfaces that don't absorb water.



Greenhouse Effect

A natural process where specific gases in the atmosphere trap heat near the Earth's surface, leading to a warming effect. If concentrations of these greenhouse gases increase, this effect intensifies, leading to a gradual increase in the Earth's temperature. (UNFCCC)

Global Protocol for Community-Scale Greenhouse Gas Emissions Inventories

A comprehensive and transparent framework adopted globally for cities and local governments to consistently measure, calculate, and report their greenhouse gas emissions.

Greenhouse Gas

A gas that can absorb and emit infrared radiation, contributing to the greenhouse effect. Some common greenhouse gases include water vapor, carbon dioxide, methane, nitrous oxide, and certain industrial gases like hydrofluorocarbons. (UNFCCC)

Greenhouse Gas Reduction

Efforts aimed at diminishing the amount of greenhouse gases released into the atmosphere, thereby mitigating potential adverse climate impacts.

Green Infrastructure

A strategy focused on managing rainwater and stormwater using natural processes, which offers environmental, societal, and economic advantages. This approach helps counter water pollution in urbanized areas caused by stormwater carrying contaminants.

Green Roof

A roof that incorporates vegetation over a waterproof layer. Green roofs can be categorized as extensive, intensive, or semi-intensive based on the depth of planting medium and amount of maintenance they require. They offer benefits like mitigating the heat island effect, managing stormwater, and enhancing green space in urban areas.

Green Wall

This is a vertical extension of the green roof concept, where vegetation is grown on building exteriors.

Gross Domestic Product (GDP)

The total value of goods and services produced within a country's borders in a specific timeframe, typically a year. It doesn't account for the depreciation of assets or depletion of natural resources. (IPCC3)

Groundwater

Water located beneath the Earth's surface, filling the spaces between soils and rocks.

H

Halocarbons

A group of organic compounds composed partially of halogens. They encompass chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), hydrofluorocarbons (HFCs), halons, and more. Many halocarbons have significant Global Warming Potentials and some also contribute to ozone layer depletion. (IPCC2)

Hazard

The potential for an event, whether natural or human-induced, to cause harm to people, property, infrastructure, or the environment.

Heat Island

An urban area that exhibits higher temperatures than its surrounding rural areas due to human activities. This phenomenon is attributed to factors like heat-absorbing surfaces and structures. See also "Micro Heat Island".

Hydrocarbons

Compounds made up of only hydrogen and carbon atoms. The term can also refer to petroleum compounds which might contain elements like sulfur, nitrogen, or oxygen. Unsaturated hydrocarbons contain either double or triple carbon-carbon bonds. (IPCC)

Hydrofluorocarbons (HFCs)

Molecules made up of hydrogen, fluorine, and carbon. These were developed as replacements for ozone-depleting substances and are used in a variety of industrial processes. While HFCs don't deplete the ozone layer, they are potent greenhouse gases with varying Global Warming Potentials. (USEPA1)



I

ICLEI Local Governments for Sustainability:

An association of local governmental entities focused on reducing carbon emissions and fostering sustainable urban growth. ICLEI members, along with a team of specialists, collaborate through capacity building, partnerships, and peer interaction to effect change towards urban sustainability.

Impact

A consequence or effect that arises due to climate change on any system's structure or functioning. Examples include severe heatwaves, sea-level rise, or alterations in rainfall causing floods or droughts.

Indicator

A numerical representation highlighting a specific facet of vulnerability to climate change. For instance, a forecasted alteration in annual average temperature or the count of species at risk.

Intergovernmental Panel on Climate Change

Founded in 1988 by the World Meteorological Organization and the United Nations Environment Programme, the IPCC is tasked with evaluating scientific and technical information related to all facets of climate change. Harnessing expertise from hundreds of world-renowned scientists, the IPCC conducts periodic assessments, offering insights into global climate change and its repercussions. Governments worldwide view the IPCC as the primary scientific body providing information on the state of climate change science. The IPCC has also spearheaded the creation of internationally recognized methods for national greenhouse gas emission evaluations. (USEPA1)

K

Kilowatt Hour (kWh):

A unit representing electrical energy consumption, equivalent to using 1,000 watts continuously for an hour.

Kyoto Protocol

A supplement to the United Nations Framework Convention on Climate Change (UNFCCC) ratified in Kyoto, Japan, in 1997. This protocol incorporates legally binding obligations to reduce greenhouse gas emissions. Countries listed in the Protocol's Annex B pledged to reduce their emissions of six major greenhouse gases by at least 5% from 1990 levels

between 2008 and 2012. The Protocol became effective on February 16, 2005. (IPCC2)

L

Land Use and Land Use Change

Land use pertains to the human activities performed on a certain type of land cover. Meanwhile, land use change denotes alterations in how land is managed or utilized by humans, which can influence land cover. Changes in land cover and land use can affect climate properties such as surface albedo and greenhouse gas sources/sinks, potentially influencing climate on various scales. (IPCC2)

Living Streets

"Living streets" amalgamate the principles of green streets and complete streets while emphasizing the enhancement of residents' life quality in urban areas.

LULUCF

An abbreviation for "Land Use, Land Use Change, and Forestry," a category in greenhouse gas inventory documentation.

M

Megawatt Hour (MWH):

An electrical energy unit denoting the consumption of a million watts over an hour.

Methane (CH₄)

A hydrocarbon that acts as a greenhouse gas with a global warming potential estimated to be 28 times stronger than carbon dioxide. Methane arises from several sources, including decomposition in landfills, flooded rice fields, digestion in animals, and fossil fuel production. The GWP value is sourced from the IPCC's Fifth Assessment Report (AR5).

Metric Ton

Equivalent to a Megagram or 1,000 kilograms, a metric ton, sometimes referred to as a metric tonne, is a standard international unit for mass.

Micro Heat Island

Smaller localized zones within urban environments experiencing elevated temperatures in comparison to surrounding areas. Such hotspots might include asphalt roads, non-green roofs, or barren parking lots. The microclimate and unique built environment



conditions heavily influence these micro heat islands. Refer also to "Heat Island".

Million Metric Tons (MMT)

A standard measurement often utilized in greenhouse gas documentations, equivalent to a Teragram (Tg).

Mitigation:

Efforts to reduce or curb the extent or speed of long-term climatic warming and its associated effects. Mitigation typically encompasses the reduction of human-induced greenhouse gas emissions.

Mobile Sources

Transportation means that emit pollutants, including cars, motorbikes, trucks, off-road vehicles, boats, and planes. (CARB)

Mode Share

The proportion of travelers opting for a specific mode of transportation. Mode share serves as a vital metric when shaping sustainable transportation strategies in a city or region, as it highlights the prevalent use of different transport options. This metric showcases the effectiveness of infrastructures, policies, investments, and urban designs in facilitating various transport modes.

Model

A model serves as a numerically-based representation of real-world scenarios, often omitting or simplifying certain details to emphasize core elements. (IPCC)

Municipal Power Aggregation

Refer to "Community Choice Aggregation."

Municipal Solid Waste (MSW)

Waste originating from homes and certain non-hazardous industrial, institutional, and commercial sources. Typically, this waste is directed to municipal disposal sites. (USEPA1)

N

Natural Sources

Emission sources that aren't human-induced, including biological, geological sources, wildfires, and dust carried by the wind. (CARB)

Climate and Sustainability Glossary of Terms

Net Energy Metering (NEM)

Net Energy Metering, commonly referred to as Net Metering, enables residential and business consumers generating their own solar energy to sell their surplus electricity back to the grid. The rate schedule for NEM determines compensation for this electricity. While net metering laws exist in many states, in others, utilities may offer these programs either voluntarily or due to regulatory decisions.

Net Zero Emissions (NZE)

Pertains to a community, business, institution, or building that balances its greenhouse gas emissions by producing or compensating with carbon-neutral energy, resulting in a zero net emission over a year.

Nitrogen Fixation

The process where atmospheric nitrogen gas transforms into forms beneficial for plants and other organisms, achieved through lightning, bacteria, and blue-green algae. This process is integral to the nitrogen cycle. (UNFCCC)

Nitrogen Oxides (NOx)

Gaseous compounds comprising nitrogen and oxygen. These gases emerge from vehicle exhaust and power generation. As they can form photochemical ozone, impact visibility, and harm health, they're deemed pollutants. (NASA)

Nitrous Oxide (N₂O)

A potent greenhouse gas with a warming potential 265 times greater than carbon dioxide. Key sources encompass soil management practices, fossil fuel burning, and biomass combustion. Its global warming potential is derived from the IPCC's Fifth Assessment Report (AR5).

O

Ozone (O₃)

A gaseous compound composed of three oxygen atoms. In the troposphere, ozone forms naturally and through photochemical reactions involving human-produced gases. In the stratosphere, it forms when solar UV radiation interacts with diatomic oxygen. While tropospheric ozone is a greenhouse gas, stratospheric ozone is vital for blocking harmful UV radiation. (IPCC2)



Ozone Depleting Substances (ODS)

Compounds causing the depletion of the stratospheric ozone layer. This category includes substances like CFCs, HCFCs, halons, and more. These substances, predominantly stable in the troposphere, degrade in the stratosphere under UV radiation, releasing ozone-depleting chlorine or bromine. (IPCC)

P

Perfluorocarbons (PFCs)

Man-made compounds solely composed of carbon and fluorine. Used as substitutes to ozone-depleting substances and emitted during certain industrial processes. Despite not depleting the ozone, they are formidable greenhouse gases. (IPCC's Fourth Assessment Report (AR4))

Phantom Load

Refers to the power consumed by electronic devices and appliances even when switched off. Devices drawing "phantom loads" constantly utilize electricity.

Photosynthesis

A biological process where plants absorb carbon dioxide to produce carbohydrates, releasing oxygen in the process. The mechanism varies based on different atmospheric carbon dioxide concentrations. (IPCC2)

Plug Load

Refers to the energy consumption of devices plugged into electrical outlets. In offices, major plug loads include computers, printers, and copiers. As buildings become more energy efficient, the relative importance of plug loads increases.

POC

An acronym for "People of Color" or "Person of Color", encompassing all non-white demographic groups. See also "BIPOC"

Point Sources

Specific locations emitting pollutants into the atmosphere, like industrial smokestacks. (CARB)

Power Purchase Agreement (PPA)

A contract where one party, the generator, produces electricity, and the other, the buyer, agrees to purchase it. Individual or grouped customers can

forge PPAs with energy developers. PPAs enable long-term renewable energy commitments and can serve as direct renewable energy investments.

Property-Assessed Clean Energy (PACE)

A financial structure allowing property owners to fund renewable energy and energy efficiency improvements. Eligible properties include residential, commercial, and industrial sites. Upgrades can be geared toward energy efficiency, renewable energy, and water conservation.

Process Emissions

These are emissions resulting from chemical transformations in industrial processes that are distinct from burning. (IPCC)

R

Radiative Forcing

A shift in equilibrium between incoming sunlight and outgoing infrared radiation. Ordinarily, the Earth's incoming and outgoing radiations are almost balanced. However, the introduction of greenhouse gases captures more infrared radiation, reflecting it back to Earth's surface, leading to a warming effect. (UNFCCC)

Reforestation

The act of reintroducing forests on lands that once held forests but were later repurposed. (IPCC2)

Regeneration

The process of reestablishing young trees, either naturally or through human intervention, typically preserving the existing forest type after the previous forest has been removed. (CSU)

Renewable Energy

Energy sourced from naturally renewable elements such as the sun, wind, water, and geothermal heat.

Renewable Energy Credits (RECs)

Certificates representing the benefits and attributes of electricity generated from renewable sources. Each REC represents one megawatt-hour (MWh) of renewable electricity dispatched to the grid. The largest reduction in Evanston's emissions is attributed to REC purchases.



Residence Time

The typical duration a single atom or molecule remains in a particular storage area. In the context of greenhouse gases, it generally refers to the duration a molecule lingers in the atmosphere. (UNFCC)

Resilience

The capacity to foresee, ready for, counteract, and promptly bounce back from climate-induced threats, ensuring minimal damage to society, economy, and natural settings.

Reservoir

Either (1) a part of the climate system where a greenhouse gas or its precursor is housed; or (2) human-manipulated water bodies where significant variations in water area might occur due to water regulation. (IPCC)

Respiration

A biological process where living entities transform organic substances into carbon dioxide, using up oxygen and releasing energy in the process. (IPCC2)

Retro-commissioning

A comprehensive approach to enhance a building's operational efficiency by ensuring its control systems operate optimally and align with the building's intended and actual usage.

Ride-share

A system where individuals share transport means, usually through carpooling or joining a vanpool. Typically facilitated by a platform connecting drivers with potential riders.

S

Scope 1:

Refers to emissions discharged directly within the city's boundaries due to fossil fuel combustion and the decomposition of waste in landfills and wastewater facilities.

Scope 2:

Refers to emissions generated outside the city resulting from the city's consumption of electricity.

Scope 3:

Pertains to emissions linked to local government functions that can be quantified and disclosed but

don't fall under Scope 1 or 2. Examples include outsourced activities and commuting of employees.

Short Ton

A standard ton measurement in the U.S., equivalent to 2,000 lbs or about 0.907 metric tons. (USEPA1)

Sink

Any activity, process, or mechanism responsible for removing a greenhouse gas, aerosol, or their precursor from the atmosphere. (IPCC2)

Social Cost of Carbon

An estimation of the economic damage due to climate change effects, calculated as the monetary value of total damages arising from emitting a single ton of carbon dioxide.

Solar Radiation

The sun's emitted electromagnetic waves. This radiation, also known as shortwave radiation, has wavelengths mainly in the visible spectrum due to the Sun's temperature. (IPCC2)

Solar Photovoltaic (PV)

A system that directly transforms sunlight into electricity using semiconductors, primarily silicon. Suitable for homes, businesses, and large-scale operations, solar PV systems can be roof-mounted, ground-based, or integrated into building structures to produce renewable energy. (NREL)

Source

Any process or activity that introduces greenhouse gases, aerosols, or their precursors into the atmosphere. (IPCC2)

Stationary Sources

Fixed locations like power stations, manufacturing plants, and refineries that emit pollutants into the air. (CARB)

Strategy / Strategic Goal

Detailed directions built upon the foundation of the sustainability vision and GHG reduction objectives that guide future policy decisions, community investments, and initiatives.

Sulfur Dioxide (SO₂)

A molecule made of one sulfur atom and two oxygen atoms. Released both naturally and by human



activity, it can transform into sulfate aerosols in the atmosphere. These aerosols can cool the Earth's surface, contribute to acid rain, and decrease visibility. (UNFCC)

Sulfur Hexafluoride (SF₆)

A colorless gas that mixes well with alcohol and ether but less so with water. It's an extremely potent greenhouse gas, with a global warming potential much higher than carbon dioxide (CO₂). SF₆ is predominantly used in electricity transmission and as an insulator in electronics. Its global warming potential is derived from the IPCC's Fourth Assessment Report (AR4). It is a potent greenhouse gas with a warming potential 23,500 times greater than carbon dioxide.

T

Terrestrial Carbon Sequestration

The process where trees, plants, and crops absorb carbon dioxide (CO₂) from the atmosphere through photosynthesis and store it as carbon in biomass (like tree stems, branches, and roots) and soil. This stored carbon creates "sinks" which counteract emissions when the absorbed carbon is greater than the released carbon over time. (USEPA3)

Therm

A unit of energy equivalent to 100,000 British Thermal Units, roughly akin to the energy in 100 cubic feet of natural gas. Commonly used to gauge natural gas consumption for billing.

Total Organic Gases (TOG)

Organic gases that encompass both reactive and relatively non-reactive compounds, such as methane. (CARB)

Transparency

Clear presentation of methodologies and assumptions used in an inventory so users can easily replicate and evaluate the inventory. Transparency is crucial for effective communication and consideration of information. (IPCC)

Trend

A measure of a quantity's change over time. A positive trend signifies growth, while a negative one indicates a decline. It's expressed in percentage or fractional terms concerning the quantity's initial value. (IPCC)

Climate and Sustainability Glossary of Terms

U

Urban Tree Canopy

The composition and traits of trees in urban settings.

VMT Vehicle Miles Traveled:

Represents the distance traveled by vehicles, be it cars, trucks, or motorcycles. Each mile is counted as one vehicle mile, irrespective of the number of passengers.

Vision Zero:

A strategy aiming to eradicate all severe injuries and fatalities from traffic accidents, ensuring safe and equal mobility for everyone. [Referenced from <https://visionzeronet.org/>]

Vulnerability

The extent to which a system is exposed to, sensitive to, or unable to handle the adverse impacts of climate change. This encompasses:

- Exposure: The presence of assets or organisms in areas potentially adversely impacted by climate change.
- Sensitivity: The level at which assets or organisms are impacted by climate change.
- Adaptive capacity: The capability of systems, assets, or organisms to adjust to detrimental impacts.

W

Water Vapor

The predominant greenhouse gas present in the form of water in its gaseous state in the atmosphere. Water vapor is a natural part of the greenhouse effect. Its concentration is not significantly altered by human activities, but it amplifies the greenhouse effect due to positive feedback mechanisms. Water vapor also plays a vital role in climate regulation by forming clouds and precipitation. (UNFCC)

Weather

Weather represents the immediate atmospheric conditions at a specific time and place, while climate refers to the long-term average of these conditions in a particular region over an extended period. In simpler terms, weather is what you experience outdoors on any given day, while climate describes the typical weather patterns you'd anticipate for a particular season and location.



Z

Zero Emission Vehicles (ZEV)

A vehicle that doesn't release harmful pollutants during its operation. Examples include electric cars, hydrogen-fueled vehicles, and bicycles. These emissions, when released, can have detrimental effects on both the environment and human health.

Zero Waste

An approach focusing on the efficient utilization of resources through responsible production, consumption, and recovery. This means products, packaging, and materials are reused and recycled without causing harm to the environment or health, and without resorting to incineration or releases to land, water, or air.

Appendix C

Potential Cumulative Community Cost and Savings from Plan Implementation

 [Click here to return to TOC](#)

The following document the calculations and source references used for estimating the potential cumulative community-wide cost savings of the actions included in the Climate Action Implementation Plan.

Summary of Estimated Cumulative Savings of Modeled Reductions Kane County

Notes **Transportation**

VMT Reductions (public transit, bike, walk, etc)

Formula:

Cumulative vehicle miles saved x Average vehicle operation cost per mile = Gross VMT savings

VMT saved (goal year)	211,497,942
Cumulative vehicle miles saved (through goal year):	845,991,767
1 Average vehicle operating cost per mile:	\$0.810
Gross VMT savings	\$845,991,767

1 Savings per VMT based on AAA estimates <https://newsroom.aaa.com/wp-content/uploads/2023/08/YDC-Fact-Sheet-FINAL-8.30.23-1.pdf> , <https://www.slashgear.com/aaa-says-it-costs-about-74-cents-per-mile-to-drive-23496316/> <https://www.thesimpledollar.com/save-money/is-it-really-cheaper-to-ride-the-bus/>

Increased Public Transit Use

Formula:

Cumulative increased public transit mileage x Average public transit cost per mile = Increased spending on public transit

Increased public transit miles (goal year)	94,751,078
Cumulative increased public transit miles (through goal year):	379,004,312
2 Annual increased public transit pass costs (goal year):	-\$10,311,846
Cumulative increased public transit pass costs (through goal year):	-\$41,247,385
Increased spending on public transit	-\$41,247,385

2 Annual increased public transit pass costs calculated based on increased percentage of population using public transit (target increased public transit percentage) multiplied by cost of monthly transit pass. Negative numbers indicate increased consumer spending <https://www.census.gov/programs-surveys/sis/resources/data-tools/quickfacts.html> <https://www.transitchicago.com/fares/#passes>

EV and Alt Fuel Conversions

Formula:

Cumulative VMT converted to EV/alt fuel x Average vehicle operation cost savings per mile = Gross EV VMT savings - Gross EV purchase spending difference = Net EV VMT Savings

VMT converted to EV/Alt fuel (goal year)	634,493,825
Cumulative VMT converted to EV/alt fuel (through goal year)	2,537,975,301
3 Average fuel savings per mile:	\$0.129
4 Average vehicle maintenance savings per mile:	\$0.040
Cumulative Gross EV VMT savings (through goal year)	\$429,915,860
5 Spending difference per vehicle on EV purchase vs ICE purchase	-\$277
New electric vehicle purchases	96,450
Gross EV purchase spending difference (through goal year)	-\$26,716,650
Net EV VMT savings	\$403,199,210

3 Fuel Savings per VMT based on average reported gasoline costs (<https://gasprices.aaa.com/state-gas-price-averages/>) divided by current average MPG (Federal Highway Administration: <https://www.fhwa.dot.gov/policyinformation/quickfinddata/qftravel.cfm>) compared against average fuel cost per mile using current kWh rate (<https://www.electricitylocal.com/>) and average kWh/100 mile data (<https://www.fueleconomy.gov/feg/PowerSearch.do?action=noform&path=1&year1=2017&year2=2019&vtype=Electric>)

4 Maintenance savings per mile based on US Department of Energy FOTW #1190, June 14, 2021: Battery-Electric Vehicles Have Lower Scheduled Maintenance Costs than Other Light-Duty Vehicles: <https://www.energy.gov/eere/vehicles/articles/fotw-1190-june-14-2021-battery-electric-vehicles-have-lower-scheduled>

5 Average EV purchase price increase per vehicle on Kelly Blue Book average EV purchase price compared to average gasoline vehicle purchase price (<https://www.kbb.com/car-advice/electric-car-faqs/>) with an average of \$3,750 in tax credits applied (tax credits are available up to \$7,500 for qualifying vehicles) Total cost difference is then divided by an assumed 5 year financing term to arrive at an estimated annualized cost difference. Negative numbers indicate increased consumer spending <https://www.nerdwallet.com/article/taxes/ev-tax-credit-electric-vehicle-tax-credit>

Potential Total Cumulative Transportation Cost Savings

Formula:

Transportation sector savings - Transportation sector cost increases = Potential Total Cumulative Transportation Cost Savings

Transportation Sector Savings

Gross VMT savings	\$845,991,767
Gross EV VMT savings	\$429,915,860
Total Gross Transportation Savings	\$1,275,907,627

Transportation Sector Cost Increases

Increased spending on public transit	-\$41,247,385
Gross EV purchase spending difference	-\$26,716,650
Total Gross Transportation Cost Increases	-\$67,964,035

Potential Total Cumulative Transportation Cost Savings **\$1,207,943,592**

Summary of Estimated Cumulative Savings of Modeled Reductions Kane County

Notes Energy - Residential

Residential Savings - grid electricity to customer owned solar

Formula:

Cumulative kWh converted to solar x Average cost savings per kWh = Residential solar savings

	Residential kWh converted (goal year)	80,942,493
	Cumulative residential kWh converted (through goal year)	323,769,973
	Average net solar cost savings per solar kWh	\$0.062
6	Average solar installation cost per KW	\$3,116.50
7	Average kWh produced annually per solar pv KW installed	1,287
	Estimated installed solar PV KW installed (goal year)	62,892
	Estimated total solar installation costs	\$196,004,103
8	Est average lifespan kWh produced per solar pv KW installed	38,429
8	Estimated cumulative lifespan kWh produced	2,416,892,259
9	Estimated value of cumulative lifespan kWh produced	\$346,386,165
	Average solar cost savings per kWh produced	\$0.062
	Residential solar savings	\$20,145,373

6 Recent average cost per KW is 1000x the per watt cost reported by Solar Reviews <https://www.solarreviews.com> Value includes assumed financing costs based on 20% initial payment and 80% financed through 10 year loan with 3.5% annual interest rate. Potential savings from tax credits, depreciation, or grants are not included and would reduce these costs.

7 Calculations are based on the geographic energy production factor (<https://www.nrel.gov/docs/fy04osti/35297.pdf>) multiplied by an average performance ratio of 78% (<https://www.nrel.gov/docs/fy13osti/57991.pdf>)

8 Based on an assumed average useful life of 32.5 years according to NREL research (<https://www.nrel.gov/analysis/tech-footprint.html>) with an average degradation rate of 0.5% (<https://www.nrel.gov/state-local-tribal/blog/posts/stat-faqs-part2-lifetime-of-pv-panels.html>)

9 Savings per kWh based on average electricity cost per kWh (<https://www.electricitylocal.com/>) calculated to the solar array's midlife (year 16) using an estimated average electrical cost inflation of 2% annually

Residential Savings - community solar

Formula:

Cumulative kWh converted to community solar x Average cost savings per kWh = Residential community solar savings

	Residential kWh converted (goal year)	323,769,973
	Cumulative residential kWh converted (through goal year)	1,295,079,892
10	Average community solar cost savings per kWh	\$0.010
	Residential solar savings	\$13,520,634

10 The average cost savings per kWh of community solar subscription is estimated at 10%.

Residential Savings - utility purchased renewable

Formula:

Cumulative kWh converted to utility purchased renewable x Average cost/savings per kWh = Residential utility purchased cost/savings

	Residential kWh converted (goal year)	0
	Cumulative residential kWh converted (through goal year)	0
11	Average utility purchased cost/savings per kWh	-\$0.013
	Residential utility purchased cost/savings	\$0

11 The average cost/savings per kWh of utility purchased renewable energy subscription is based on utility fee information. Negative numbers indicate increased consumer spending

Residential Savings - electrical energy efficiency

Formula:

Cumulative kWh saved from energy efficiency x Average cost per kWh = Gross Residential electrical energy efficiency savings - Residential Efficiency Upgrade Costs = Net Residential Electrical Energy Efficiency Savings

	Residential kWh saved (goal year)	194,261,984
	Cumulative residential kWh saved (through goal year)	777,047,935
12a	Average cost per kWh	\$0.104
	Gross Residential electrical energy efficiency savings	\$81,123,804
13	Residential Electrical Efficiency Upgrade Costs	-\$71,388,948
	Net Residential Electrical Energy Efficiency Savings	\$9,734,857
12a	Energy efficiency savings per kWh saved based on average electricity cost per kWh: https://www.electricitylocal.com/	
13	Assumed energy efficiency upgrade costs are calculated assuming an average ROI of 12% (https://www.aceee.org/blog/2019/05/existing-homes-energy-efficiency) Negative numbers indicate increased consumer spending	

Residential Savings - natural gas energy efficiency

Formula:

Cumulative therms saved from energy efficiency x Average cost per therm = Gross Residential natural gas energy efficiency savings - Residential Natural Gas Efficiency Upgrade Costs = Net Residential Electrical Natural Gas Efficiency Savings

14	Residential therms saved (goal year)	26,046,721
14	Cumulative residential therms saved (through goal year)	104,186,885
15	Average cost per therm	\$1.402
	Gross Residential natural gas energy efficiency savings	\$146,070,012
14,16	Residential Natural Gas Efficiency Upgrade Costs	-\$128,541,611
	Net Residential Electrical Natrual Gas Efficiency Savings	\$17,528,401
14	Includes fuel switching from fossil fuel heat to electric	
15	Energy efficiency savings for natural gas is based on average natural gas cost per therm https://naturalgaslocal.com/	
16	Assumed energy efficiency upgrade costs are calculated assuming an average ROI of 12% (https://www.aceee.org/blog/2019/05/existing-homes-energy-efficiency) Negative numbers indicate increased consumer spending	

Potential Total Cumulative Residential Energy Cost Savings

Formula:

Residential solar savings + Residential community solar savings + Residential utility purchased renewable + Residential electrical efficiency savings + Residential natural gas energy efficiency savings - Residential increased electrical costs = Potential Total Cumulative Residential Energy Savings

	Residential solar savings	\$20,145,373
	Residential community solar savings	\$13,520,634
	Residential utility purchased renewable cost/savings	\$0
	Residential electrical efficiency savings (net)	\$9,734,857
	Residential natural gas energy efficiency savings (net)	\$17,528,401
	Potentail Total Cumulative Residential Energy Savings	\$60,929,265

Summary of Estimated Cumulative Savings of Modeled Reductions Kane County

Notes Energy - Non Residential

Non-Residential Savings - grid electricity to solar

Formula:

Cumulative kWh converted to solar x Average cost savings per kWh = Non-Residential solar savings

	Non-Residential kWh converted (goal year)	193,416,562
	Cumulative Non-Residential kWh converted (through goal year)	773,666,247
	Average solar cost savings per kWh	-\$0.008
6b	Average solar installation cost per KW	\$1,978.00
7	Average kWh produced annually per solar pv KW installed	1,287
	Estimated installed solar PV KW installed (goal year)	150,285
	Estimated total solar installation costs	\$297,263,372
8	Estimated average lifespan kWh produced per solar pv KW installed	38,429
8	Estimated cumulative lifespan kWh produced	5,775,297,650
9	Estimated value of cumulative lifespan kWh produced	\$250,796,850
	Average solar cost savings per kWh produced	-\$0.008
	Non-Residential solar savings	-\$6,224,715

6b Recent average cost per KW is 1000x the per watt cost reported for commercial solar arrays by NREL <https://www.nrel.gov/docs/fy21osti/77324.pdf> <https://www.nrel.gov/solar/market-research-analysis/solar-installed-system-cost.html> Value includes assumed financing costs based on 20% initial payment and 80% financed through 10 year loan with 3.5% annual interest rate. Potential savings from tax credits, depreciation, or grants are not included and would reduce these costs.

7 Calculations are based on the geographic energy production factor (<https://www.nrel.gov/docs/fy04osti/35297.pdf>) multiplied by an average performance ratio of 78% (<https://www.nrel.gov/docs/fy13osti/57991.pdf>)

8 Based on an assumed average useful life of 32.5 years according to NREL research (<https://www.nrel.gov/analysis/tech-footprint.html>) with an average degradation rate of 0.5% (<https://www.nrel.gov/state-local-tribal/blog/posts/stat-faqs-part2-lifetime-of-pv-panels.html>)

9 Savings per kWh based on average electricity cost per kWh (<https://www.electricitylocal.com/>) calculated to the solar array's midlife (year 16) using an estimated average electrical cost inflation of 2% annually

Non-Residential Savings - community solar

Formula:

Cumulative kWh converted to community solar x Average cost savings per kWh = Non-Residential community solar savings

	Non-Residential kWh converted (goal year)	773,666,247
	Cumulative Non-Residential kWh converted (through goal year)	3,094,664,989
10	Average solar cost savings per solar kWh	\$0.00
	Commercial solar savings	\$12,533,393

10 The average cost savings per kWh of community solar subscription is estimated at 10%.

Non-Residential Savings - utility purchased renewable

Formula:

Cumulative kWh converted to utility purchased renewable x Average cost/savings per kWh = Non-Residential utility purchased cost/savings

	Non-Residential kWh converted (goal year)	0
	Cumulative Non-Residential kWh converted (through goal year)	0
11	Average utility purchased cost/savings per kWh	-\$0.013
	Non-Residential utility purchased cost/savings	\$0

11 The average cost/savings per kWh of utility purchased renewable energy subscription is based on utility fee information. Negative numbers indicate increased consumer spending

Non-Residential Savings - electrical energy efficiency

Formula:

Cumulative kWh saved from energy efficiency x Average cost per kWh = Gross Non-Residential electrical energy efficiency savings - Non-Residential Efficiency Upgrade Costs = Net Non-Residential Electrical Energy Efficiency Savings

	Commercial kWh saved (goal year)	464,199,748
	Cumulative commercial kWh saved (through goal year)	1,856,798,993
12b	Average cost per kWh	\$0.032
	Gross Commercial electrical energy efficiency savings	\$58,736,741
13	Commercial Electrical Efficiency Upgrade Costs	-\$51,688,333
	Net Commercial Electrical Energy Efficiency Savings	\$7,048,409

12b Energy efficiency savings per kWh saved based on average electricity cost per kWh reported for commercial and industrial with a weighted average (2/3rds commercial rate, 1/3rd industrial rate) reflecting typical non-residential electric consumption patterns: <https://www.electricitylocal.com/>

13 Assumed energy efficiency upgrade costs are calculated assuming an average ROI of12% (<https://www.aceee.org/blog/2019/05/existing-homes-energy-efficiency>) Negative numbers indicate increased consumer spending

Non-Residential Savings - natural gas energy efficiency

Formula:

Cumulative therms saved from energy efficiency x Average cost per therm = Gross Non-Residential natural gas energy efficiency savings - Non-Residential Natural Gas Efficiency Upgrade Costs = Net Non-Residential Electrical Natural Gas Efficiency Savings

14	Non-Residential therms saved (year 10)	18,910,855
14	Cumulative Non-Residential therms saved	75,643,421
15	Average cost per therm	\$0.688
	Gross Non-Residential natrual gas energy efficiency savings	\$52,042,674
14,16	Non-Residential Natural Gas Efficiency Upgrade Costs	-\$45,797,553
	Net Non-Residential Natural Gas Energy Efficiency Savings	\$6,245,121

14 Includes fuel switching from fossil fuel heat to electric

15 Energy efficiency savings for natural gas is based on average natural gas cost per therm <https://naturalgaslocal.com/>

16 Assumed energy efficiency upgrade costs are calculated assuming an average ROI of12% (<https://www.aceee.org/blog/2019/05/existing-homes-energy-efficiency>) Negative numbers indicate increased consumer spending

Potential Total Cumulative Non-Residential Energy Cost Savings

Formula:

Non-Residential solar savings + Non-Residential community solar savings + Non-Residential utility purchased renewable + Non-Residential electrical efficiency savings + Non-Residential natural gas energy efficiency savings - Non-Residential increased electrical costs = Potential Total Cumulative Non-Residential Energy Savings

	Non-Residential solar savings	-\$6,224,715
	Non-Residential community solar savings	\$12,533,393
	Non-Residential utility purchased renewable cost/savings	\$0
	Non-Residential electrical efficiency savings	\$7,048,409
	Non-Residential natural gas energy efficiency savings	\$6,245,121
	Potentail Total Cumulative Non-Residential Energy Savings	\$19,602,208

Potential Total Cumulative Energy Cost Savings (Residential + Non-Residential)

Formula:

Energy sector savings - Energy sector cost increases = Potential Total Cumulative Energy Cost Savings

Energy Sector Savings

Total solar energy savings	\$13,920,659
Total community solar energy savings	\$26,054,027
Total energy efficiency savings - electricity	\$139,860,546
Total energy efficiency savings - natural gas	\$198,112,686
Total Gross Energy Savings	\$377,947,918

Energy Sector Cost Increases

Total solar PV installation costs	(included in estimated Total Solar Energy Savings)
Total utility purchased renewable cost/savings	\$0
Total energy efficiency upgrade costs - electricity	-\$123,077,280
Total energy efficiency upgrade costs - natural gas	-\$174,339,164
Total Gross Energy Cost Increases	-\$297,416,444

Potential Total Cumulative Energy Cost Savings **\$80,531,474**

Summary of Estimated Cumulative Savings of Modeled Reductions Kane County

Notes **Solid Waste - Residential**

Residential savings - Food Waste Reduction

Formula:

Cumulative tons of food waste reduced and diverted x Average cost savings per ton = Residential food waste savings

Residential food waste reduced (goal year)	28,545
Cumulative residential food waste reduced (through goal year)	114,182
17 Average cost savings per ton reduced	\$2,469

Residential food waste savings \$281,914,200

17 Value per ton of residential food waste avoided is based on average for Prevent and Recover strategies by ReFED "A Roadmap To Reduce U.S. Food Waste" <https://refed.com/downloads/the-roadmap-to-reduce-u-s--food-waste/> . Food waste share of total organics diverted is calculated based on available waste sort data (see Baseline Assessment document)

Potential Total Cumulative Residential Solid Waste Reduction Cost Savings

Residential food waste savings \$281,914,200

Notes **Solid Waste - Non-Residential**

Non-Residential savings - Solid Waste Reduction

Formula:

Cumulative participant/years x Average reported cost savings per participant/year = Non-Residential solid waste savings

Participating businesses (goal year)	30
Cumulative participant/years (through goal year)	210
18 Average cost savings per participant/year	\$475

Commercial solid waste savings \$399,000

18 Savings per business engaged in waste reduction programs are based on MN WasteWise reported average business savings (\$431) escalated to 5 year (mid point) Cumulative savings assume business reduction strategies remain in force. See <https://www.mnchamber.com/your-opportunity/waste-wise>

Commercial savings - Food Waste Reduction

Formula:

Cumulative tons of food waste reduced and diverted x Average cost savings per ton = Non-Residential food waste savings

Commercial food waste reduced (goal year)	18,117
Cumulative non-residential food waste reduced (through goal year)	72,467
19 Average cost savings per ton reduced	\$494

Commercial food waste savings \$35,784,181

19: Average cost savings per ton of food waste avoided is based on an assumed 20% wholesale share of value per ton of residential food waste average for Prevent and Recover strategies by ReFED "A Roadmap To Reduce U.S. Food Waste" <https://refed.com/downloads/the-roadmap-to-reduce-u-s--food-waste/> Additionally, the World Resources Institute conducted a study which found that for every \$1 invested in food waste reduction, businesses saved \$14 in operational costs. See <https://www.wri.org/news/release-new-research-finds-companies-saved-14-every-1-invested-reducing-food-waste>

Potential Total Cumulative Solid Waste Savings

Formula:

Residential Food Waste Savings + Commercial Solid Waste Savings + Commercial Food Waste Savings = Potential Total Cumulative Solid Waste Savings

Residential Food Waste Savings	\$281,914,200
Non-Residential Solid Waste Savings	\$399,000
Non-Residential Food Waste Savings	\$35,784,181
Potential Total Cumulative Solid Waste Savings	\$318,097,382

Appendix D

Acknowledgements

[Click here to return to TOC](#)

We are deeply grateful for the community collaboration and input that went into this plan. Below are some of the main contributors that made Kane County's first Climate Action Implementation Plan possible:

CAIP Planning Team

Jessica Abdelnour	KC staff - transportation	Stephen Cain	From St Charles (lives in DC), ESG
Chris Adesso	St. Charles, environmental planning	Patrick Chess	Kane County Forest Preserve
Bertha J Adu-Brako	Elgin, AAUW (national women's	Alice Dechene	St Charles, concerned citizen
George Allen	Quad County Urban League	David DeGroot	Community Development Director Geneva
Mike Ander	Sleepy Hollow, retired KCPFD volun-	Mark Di Lorio	Batavia, recycling, renewable energy on construction sites
Paul Anderson	Geneva, college environmental professor, Geneva environ committee, FREP member	Meg Dongarra	Hampshire concerned citizen
Tom Armstrong	Resident + Commissioner for City of	Mary Ellen Thielemann	Resident, Kane County Wild One's
Steve Arnold	Kane County Farm Bureau	Kevin Finn	West Dundee
Christine Awe	Elgin, treasurer for Literacy Connec-	Carolyn Gange	Geneva, landscape designer
Vivienne Bailey	Resident, Elgin	Kat Gerdts	Aurora, active volunteer in sustainability
Christian Banks	LEED, construction contractor and	John Glenn	St. Charles, mechanical engineer,
Mavis Bates	Kane County Commissioner	Steven Grothe	Elgin, no experience
Abby Beck	Batavia, Batavia CAP	Lori Hamburg Edwards	St. Charles, Dupage stormwater divi-
Arad Boxenbaum	Geneva, GenZ, public policy degree, trustee of Geneva public library	Stephen Harlovic	Carpentersville, concerned citizen
Chuck Brown	Geneva, retired Fermilab physicist,	Sue Harney	Sleepy Hollow, VP of KCPC and former elected official
Cheryl Brumbaugh-Cayford	Elgin, church leader, co-coordinator of Elgin Area Climate Action NOW (subgroup of Fox Valley Citizens for	Suzanne Heck	Batavia, new masters in climate
Jan Buckley	St Charles West (unincorporated),	Janice Hill	KC staff - Ag
Melissa Burlingame	Batavia, NIU institute director, Delkalb environmental commission	Sarra Hinshaw	Kane County Staff - Sustainability Manager
		Le Holden	North Aurora, energy engineer

CAIP Planning Team Continued

Le Holden	North Aurora, energy engineer	W Patrick McVay	Batavia, biomedical engineer, master in public health
Connie James-Jenkin	South Elgin, concerned citizen	Jared Patton	Chicago Metropolitan Agency for Planning
Bob Kaplow	Dundee Township, connections to schools	Christina Pearce	Aurora, girl scout troop leader
Sandra A Kaptain	Elgin, local volunteer	Dale Pitstick	Kane County Farm Bureau Board of Directors (Elburn)
Penny kasper	Batavia, President of Fermilab natural areas	Linda Robertson	St Charles, env microbiologist
Mike Kenyon	Kane County Farm Bureau Board of Directors (south Elgin)	Perry Rothenbaum	
Lucas King	Blackberry Township, pastor, TCF, FREP, KCPC	Susan Russo	Batavia, ICJC, Batavia CAP, past Batavia Library Board President
Ivy Klee	(Former) Kane County Staff - Resource Management Coordinator	Clair Ryan	Waste and Recycling coordinator KC
Donna Lehrer	Kane County Farm Bureau Board of Directors (big rock)	Israel Sandoval	Carpentersville, disabled veteran, horticulturalist, municipal water and wastewater management, land surveyor
Naomi Lovinger	Gilberts, utility and renewable energy experience	Craig Schneider	Sustained Ability Construction in geneva
Paul M Mantsch	St Charles, built and owns passive, solar, energy efficient house	David Schoenknecht	Elgin, naturalist
Robin Migalla	Elgin, elgin green groups 350	Arnie Schramel	Progressive Energy Solutions
Karen Miller	KC staff - Development/tree expert	Mark Shumow	Geneva, no experience just interest
Marina Minic	Citizens Utility Board	Alexa C Smith	Geneva, recent college grad, climate focused
Jessica Mino	The Conservation Foundation	Jan Summers	Aurora, local citizens climate lobby, LWV
Kristina Murphy	Certified Climate Change Professional (CC-P); Confluence Climate Consulting; Sustainable Aurora Advisory	Gary Swick	Friends of the Fox River
Suzi Myers	St Charles Natural Resources Commissioner, Kane County Farm Bureau	Matt Tansley	KC staff - Ag
Maryann NcNally	Mill Creek - unincorporated, engineer/technology career, faith and school based organizations	Jeffrey Tapper	Elgin, water advocacy
Laura Newman	City Administrator of Batavia	Brian Winkelman	Freedom Foodscapes- Owner & CEO
Brandon Norris	East Dundee, some home upgrades	Jodie Wollnik	Kane County Staff - Director Department of Environmental and Water Resources
Jennifer O'Connell	KDOT Civil Engineer, Chief of Design (lives in St Charles)	Kristin Youngmeyer	City of Elgin Sustainability Manager
Greg Ott	St Charles, college professor on climate change, previous planning group work	Megan Zack	CSO (Chief Sustainability Officer),
Dana Parr	Batavia, concerned citizen	Stacy Zeng	KC staff - health dept

Prepared By:



STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

RESOLUTION NO. 24-229

APPROVING APRIL 2024 CLAIMS PAID

WHEREAS, according to the Kane County Code Section 2-193 Expenditure of Funds for Settlement of Claims B. Monthly Reports of Claims: The County Auditor shall file a monthly report of all claims paid in the prior month to the County Chair 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; and

WHEREAS, 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; and

WHEREAS, the County Auditor has examined the attached Claims Paid Report for claims against Kane County totaling \$18,329,263.08; and

WHEREAS, the County Auditor, in accordance with Ordinance No. 97-56, has recommended the payment of all claims on the attached Claims Paid Report; and

WHEREAS, the claims on the attached Claims Paid Report have been paid; and

WHEREAS, the County Board finds all claims on the Claims Paid Report to be due and Payable.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board that payment of the claims totaling Eighteen Million, Three Hundred twenty-nine Thousand, Two Hundred sixty-three Dollars and eight Cents (\$18,329,263.08) on the attached Claims Paid Report is acknowledged and approved.

Passed by the Kane County Board on June 11, 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 April 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 APRIL 2024 FOR COUNTY BOARD INFORMATION

VENDOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Fifth Third Bank	Payroll Taxes Payable		General Fund	4/22/2024	102.92
JP Morgan Chase Bank N.A.	Payroll Taxes Payable		General Fund	4/22/2024	124.42
Fifth Third Bank	Miscellaneous Other	General Government Revenue	General Fund	4/22/2024	66.91
Fifth Third Bank	Miscellaneous Other	General Government Revenue	General Fund	4/22/2024	0.00
McGuireWoods LLP	Contractual/Consulting Services	County Board	General Fund	4/8/2024	10,000.00
Impact Networking, LLC	Repairs and Maint- Copiers	County Board	General Fund	4/8/2024	80.07
LRD Systems & Forms	General Printing	County Board	General Fund	4/8/2024	886.11
Corinne M Pierog	Conferences & Meetings - Chairman	County Board	General Fund	4/22/2024	97.89
Corinne M Pierog	Conferences & Meetings - Chairman	County Board	General Fund	4/22/2024	67.57
Corinne M Pierog	Conferences & Meetings - Chairman	County Board	General Fund	4/22/2024	1,332.80
Corinne M Pierog	Conferences & Meetings - Chairman	County Board	General Fund	4/22/2024	90.83
Corinne M Pierog	Conferences & Meetings - Chairman	County Board	General Fund	4/22/2024	122.37
National Association of Counties (NACo)	General Association Dues	County Board	General Fund	4/22/2024	8,773.00
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	County Board	General Fund	4/8/2024	49.47
The Tree House Inc	Computer Related Supplies	County Board	General Fund	4/8/2024	843.93
Baker Tilly Virchow Krause, LLP	Certified Audit Contract	Finance	General Fund	4/22/2024	34,000.00
Menard Consulting, Inc.	Contractual/Consulting Services	Finance	General Fund	4/22/2024	300.00
Fifth Third Bank	General Association Dues	Finance	General Fund	4/22/2024	725.00
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Finance	General Fund	4/8/2024	55.64
The Tree House Inc	Office Supplies	Finance	General Fund	4/8/2024	88.40
Warehouse Direct, Inc.	Office Supplies	Finance	General Fund	4/8/2024	70.80
Heartland Business Systems LLC	Contractual/Consulting Services	Information Technologies	General Fund	4/8/2024	36,000.00
Heartland Business Systems LLC	Contractual/Consulting Services	Information Technologies	General Fund	4/8/2024	14,000.00
Iron Mountain Information Management, LLC	Contractual/Consulting Services	Information Technologies	General Fund	4/22/2024	260.93
Iron Mountain Information Management, LLC	Contractual/Consulting Services	Information Technologies	General Fund	4/22/2024	1,073.03
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Information Technologies	General Fund	4/22/2024	1,196.82
Midwest Computer Products Inc	Repairs and Maint- Computers	Information Technologies	General Fund	4/22/2024	913.85
Telcom Innovations Group LLC	Repairs and Maint- Comm Equip	Information Technologies	General Fund	4/8/2024	108.75
Telcom Innovations Group LLC	Repairs and Maint- Comm Equip	Information Technologies	General Fund	4/22/2024	72.50
Fifth Third Bank	Repairs and Maint- Comm Equip	Information Technologies	General Fund	4/22/2024	359.96
Gary Erickson	Conferences and Meetings	Information Technologies	General Fund	4/22/2024	17.00
JP Morgan Chase Bank N.A.	Conferences and Meetings	Information Technologies	General Fund	4/22/2024	300.00
Gary Erickson	Employee Mileage Expense	Information Technologies	General Fund	4/22/2024	41.14
Kurt D. Lebo	Employee Mileage Expense	Information Technologies	General Fund	4/22/2024	27.67
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Information Technologies	General Fund	4/8/2024	126.23
Fifth Third Bank	Office Supplies	Information Technologies	General Fund	4/22/2024	33.87
Fifth Third Bank	Office Supplies	Information Technologies	General Fund	4/22/2024	2,339.93
JP Morgan Chase Bank N.A.	Office Supplies	Information Technologies	General Fund	4/22/2024	75.53
Fifth Third Bank	Computer Related Supplies	Information Technologies	General Fund	4/22/2024	1,265.73
JP Morgan Chase Bank N.A.	Computer Related Supplies	Information Technologies	General Fund	4/22/2024	533.39
Gordon Flesch Company Inc	Printing Supplies	Information Technologies	General Fund	4/8/2024	22.95
Gordon Flesch Company Inc	Printing Supplies	Information Technologies	General Fund	4/8/2024	93.67
Impact Networking, LLC	Printing Supplies	Information Technologies	General Fund	4/8/2024	1,497.34
WEX BANK	Fuel- Vehicles	Information Technologies	General Fund	4/22/2024	435.95
Defin.Net Solutions Inc	Contractual/Consulting Services	Building Management	General Fund	4/8/2024	1,240.00
Waste Management of Illinois - West	Disposal and Water Softener Svcs	Building Management	General Fund	4/8/2024	651.40
Waste Management of Illinois - West	Disposal and Water Softener Svcs	Building Management	General Fund	4/8/2024	620.85
Waste Management of Illinois - West	Disposal and Water Softener Svcs	Building Management	General Fund	4/8/2024	1,834.15
Waste Management of Illinois - West	Disposal and Water Softener Svcs	Building Management	General Fund	4/22/2024	469.95
Waste Management of Illinois - West	Disposal and Water Softener Svcs	Building Management	General Fund	4/22/2024	390.00
Waste Management of Illinois - West	Disposal and Water Softener Svcs	Building Management	General Fund	4/22/2024	426.20
Waste Management of Illinois - West	Disposal and Water Softener Svcs	Building Management	General Fund	4/22/2024	640.35
Waste Management of Illinois - West	Disposal and Water Softener Svcs	Building Management	General Fund	4/22/2024	249.71
Waste Management of Illinois - West	Disposal and Water Softener Svcs	Building Management	General Fund	4/22/2024	2,835.05
Waste Management of Illinois - West	Disposal and Water Softener Svcs	Building Management	General Fund	4/22/2024	346.31

PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	4/8/2024	7,177.28
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	4/8/2024	1,590.25
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	4/8/2024	3,738.52
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	4/8/2024	9,883.84
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	4/8/2024	8,205.25
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	4/8/2024	1,977.00
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	4/8/2024	6,841.61
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	4/8/2024	4,418.92
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	4/8/2024	7,084.75
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	4/8/2024	13,251.43
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	4/22/2024	4,517.94
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	4/22/2024	3,893.44
Santa's Village, LLC	Repairs and Maintenance- Roads	Building Management	General Fund	4/8/2024	33,337.80
Grainger Inc	Repairs and Maintenance- Roads	Building Management	General Fund	4/22/2024	899.48
Grainger Inc	Repairs and Maintenance- Roads	Building Management	General Fund	4/22/2024	1,780.08
Grainger Inc	Repairs and Maintenance- Roads	Building Management	General Fund	4/22/2024	74.09
United Refrigeration, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/8/2024	31.53
G.W. Berkheimer Co., Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/8/2024	-31.04
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	4/8/2024	39.84
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	4/8/2024	17.25
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	4/8/2024	5.16
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/8/2024	59.95
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/8/2024	16.47
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	4/8/2024	14.16
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	4/8/2024	273.05
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	4/8/2024	141.11
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	4/8/2024	342.34
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	4/8/2024	208.87
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	4/8/2024	40.86
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	4/8/2024	34.66
Steiner Electric Co Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/8/2024	877.94
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	4/8/2024	84.39
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	4/8/2024	251.48
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	4/8/2024	116.30
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	4/8/2024	819.58
ILLCO, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/8/2024	17.05
Al Warren Oil Company, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/8/2024	1,793.71
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/8/2024	28,299.57
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/8/2024	245.91
Allied Door Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/8/2024	1,212.63
Allied Door Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/8/2024	5,813.67
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/8/2024	894.72
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/8/2024	361.82
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/8/2024	925.04
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/8/2024	1,572.46
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/8/2024	823.18
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/8/2024	4,751.67
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/8/2024	182.29
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/8/2024	9.50
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/8/2024	853.92
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	300.00
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	956.23
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	-300.00
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	-956.23
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	2,097.37
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	828.48
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	1,374.96

Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	24.84
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	683.10
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	3,536.42
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	3,847.90
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	653.34
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	139.86
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	144.78
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	289.56
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	128.76
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	64.38
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	21.46
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	85.84
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	125.49
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	85.84
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	64.38
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	618.00
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	2,384.30
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	871.82
Hatfield and Company, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	3,948.21
Hatfield and Company, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	331.62
Allied Door Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	377.66
Allied Door Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	370.03
Chem-Wise Ecological Pest Management, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	564.00
Erikki, LLC dba Two Men and a Truck IL	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	927.50
Erikki, LLC dba Two Men and a Truck IL	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	1,505.00
Fifth Third Bank	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	1,334.75
Fifth Third Bank	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	278.19
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	375.28
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	1,269.73
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	396.05
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	225.47
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	99.38
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	46.19
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	2,076.67
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	419.04
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	80.64
Allied Door Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	445.00
Johnson Controls Security Solutions (Tyco)	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	423.89
1 Source Mechanical, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	2,028.90
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	4.72
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	13.26
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	317.65
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	149.62
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	251.73
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	284.80
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	18.98
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	147.00
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	123.30
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	63.25
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	55.15
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	432.80
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	62.90
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	26.58
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	62.90
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	175.08
Midwest Decorating, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	19,800.00
Midwest Decorating, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	11,100.00

Midwest Decorating, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	21,700.00
Midwest Decorating, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	20,600.00
Midwest Decorating, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	5,600.00
Midwest Decorating, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	11,300.00
Midwest Decorating, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	7,800.00
Midwest Decorating, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	17,225.00
Midwest Power Industry Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	165.00
MRRW Construction, LLC	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	21,457.00
Nicor Gas	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	115.88
Phigenics, LLC	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	3,335.00
R.J. O'Neil, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	559.00
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	8.26
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	17.98
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	14.39
G.W. Berkheimer Co., Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	31.04
Gatza Electric, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	310.00
Gatza Electric, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	1,040.00
Gatza Electric, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	572.00
Urban Elevator Service LLC	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	126.78
Urban Elevator Service LLC	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	1,267.76
Urban Elevator Service LLC	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	760.66
Urban Elevator Service LLC	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	126.78
Urban Elevator Service LLC	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	148.27
Urban Elevator Service LLC	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	131.84
Urban Elevator Service LLC	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	126.78
Urban Elevator Service LLC	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	253.55
Urban Elevator Service LLC	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	373.71
Valley Security Company	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	176.84
Valley Security Company	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	9,375.00
Valley Security Company	Repairs and Maint- Buildings	Building Management	General Fund	4/22/2024	1,414.72
Ratliff Landscaping Inc	Repairs and Maint- Grounds	Building Management	General Fund	4/22/2024	11,467.12
ILLCO, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	4/8/2024	32.31
ILLCO, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	4/8/2024	214.41
Key Construction Group, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	4/8/2024	1,530.00
Key Construction Group, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	4/8/2024	1,050.00
F.E. Moran Inc. Mechanical Services	Repairs and Maint- Equipment	Building Management	General Fund	4/8/2024	2,926.00
F.E. Moran Inc. Mechanical Services	Repairs and Maint- Equipment	Building Management	General Fund	4/8/2024	462.00
F.E. Moran Inc. Mechanical Services	Repairs and Maint- Equipment	Building Management	General Fund	4/8/2024	1,232.00
F.E. Moran Inc. Mechanical Services	Repairs and Maint- Equipment	Building Management	General Fund	4/8/2024	1,232.00
G.W. Berkheimer Co., Inc.	Repairs and Maint- Equipment	Building Management	General Fund	4/8/2024	62.08
Grainger Inc	Repairs and Maint- Equipment	Building Management	General Fund	4/8/2024	2,533.34
Hatfield and Company, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	4/22/2024	1,709.28
G.W. Berkheimer Co., Inc.	Repairs and Maint- Equipment	Building Management	General Fund	4/22/2024	290.73
G.W. Berkheimer Co., Inc.	Repairs and Maint- Equipment	Building Management	General Fund	4/22/2024	31.04
1 Source Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	4/22/2024	4,933.04
1 Source Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	4/22/2024	1,685.70
1 Source Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	4/22/2024	1,805.63
1 Source Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	4/22/2024	2,851.07
1 Source Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	4/22/2024	2,010.54
F.E. Moran Inc. Mechanical Services	Repairs and Maint- Equipment	Building Management	General Fund	4/22/2024	1,232.00
F.E. Moran Inc. Mechanical Services	Repairs and Maint- Equipment	Building Management	General Fund	4/22/2024	12,131.00
Fifth Third Bank	Repairs and Maint- Equipment	Building Management	General Fund	4/22/2024	2,768.63
Fifth Third Bank	Repairs and Maint- Equipment	Building Management	General Fund	4/22/2024	40.77
Midwest Power Industry Inc	Repairs and Maint- Equipment	Building Management	General Fund	4/22/2024	514.95
Midwest Power Industry Inc	Repairs and Maint- Equipment	Building Management	General Fund	4/22/2024	165.00
Neuco Inc	Repairs and Maint- Equipment	Building Management	General Fund	4/22/2024	834.89
Urban Elevator Service LLC	Repairs and Maint- Equipment	Building Management	General Fund	4/22/2024	2,297.00

Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Building Management	General Fund	4/22/2024	372.05
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Building Management	General Fund	4/22/2024	341.58
Black Gold Septic Contractors, Inc	Grease Trap- Septic Services	Building Management	General Fund	4/22/2024	485.00
Black Gold Septic Contractors, Inc	Grease Trap- Septic Services	Building Management	General Fund	4/22/2024	235.00
Batavia Instant Print Inc	General Printing	Building Management	General Fund	4/8/2024	1,879.87
Batavia Instant Print Inc	General Printing	Building Management	General Fund	4/8/2024	1,803.95
Batavia Instant Print Inc	General Printing	Building Management	General Fund	4/8/2024	385.19
Batavia Instant Print Inc	General Printing	Building Management	General Fund	4/8/2024	898.13
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	Building Management	General Fund	4/8/2024	74.62
Synchrony Bank (Sam's Club Direct/Lowes)	Operating Supplies	Building Management	General Fund	4/8/2024	41.19
Grainger Inc	Operating Supplies	Building Management	General Fund	4/8/2024	641.00
Havlicek Geneva Ace Hardware LLC	Operating Supplies	Building Management	General Fund	4/22/2024	33.65
Havlicek Geneva Ace Hardware LLC	Operating Supplies	Building Management	General Fund	4/22/2024	86.29
Synchrony Bank (Sam's Club Direct/Lowes)	Operating Supplies	Building Management	General Fund	4/22/2024	304.87
Toshiba Business Solutions, Inc.	Operating Supplies	Building Management	General Fund	4/22/2024	204.53
Duke & Lee's Johnsons Garage and Towing, Inc.	Operating Supplies	Building Management	General Fund	4/22/2024	125.00
Fifth Third Bank	Operating Supplies	Building Management	General Fund	4/22/2024	192.32
City of Geneva	Utilities- Sewer	Building Management	General Fund	4/8/2024	145.91
City of Geneva	Utilities- Sewer	Building Management	General Fund	4/22/2024	24.38
City of Geneva	Utilities- Sewer	Building Management	General Fund	4/22/2024	131.95
City of Geneva	Utilities- Sewer	Building Management	General Fund	4/22/2024	11.74
City of Geneva	Utilities- Sewer	Building Management	General Fund	4/22/2024	10.17
City of St. Charles	Utilities- Sewer	Building Management	General Fund	4/22/2024	180.91
City of St. Charles	Utilities- Sewer	Building Management	General Fund	4/22/2024	153.09
City of St. Charles	Utilities- Sewer	Building Management	General Fund	4/22/2024	578.51
Fifth Third Bank	Utilities- Sewer	Building Management	General Fund	4/22/2024	314.25
City of Aurora	Utilities- Water	Building Management	General Fund	4/8/2024	341.30
City of Aurora	Utilities- Water	Building Management	General Fund	4/8/2024	70.70
City of Geneva	Utilities- Water	Building Management	General Fund	4/8/2024	237.10
City of Geneva	Utilities- Water	Building Management	General Fund	4/8/2024	315.16
City of Geneva	Utilities- Water	Building Management	General Fund	4/8/2024	232.93
City of Geneva	Utilities- Water	Building Management	General Fund	4/22/2024	68.05
City of Geneva	Utilities- Water	Building Management	General Fund	4/22/2024	213.55
City of Geneva	Utilities- Water	Building Management	General Fund	4/22/2024	18.49
City of St. Charles	Utilities- Water	Building Management	General Fund	4/22/2024	170.75
City of St. Charles	Utilities- Water	Building Management	General Fund	4/22/2024	14,558.85
City of St. Charles	Utilities- Water	Building Management	General Fund	4/22/2024	140.46
City of St. Charles	Utilities- Water	Building Management	General Fund	4/22/2024	448.85
Veritiv Operating Company	Printing Supplies	Building Management	General Fund	4/8/2024	3,644.00
Veritiv Operating Company	Printing Supplies	Building Management	General Fund	4/22/2024	15.00
Warehouse Direct, Inc.	Cleaning Supplies	Building Management	General Fund	4/8/2024	45.11
Warehouse Direct, Inc.	Cleaning Supplies	Building Management	General Fund	4/22/2024	819.80
Warehouse Direct, Inc.	Cleaning Supplies	Building Management	General Fund	4/22/2024	3,843.00
Fifth Third Bank	Cleaning Supplies	Building Management	General Fund	4/22/2024	181.00
Fifth Third Bank	Cleaning Supplies	Building Management	General Fund	4/22/2024	2,153.56
Grainger Inc	Cleaning Supplies	Building Management	General Fund	4/22/2024	16,535.10
Havlicek Geneva Ace Hardware LLC	Cleaning Supplies	Building Management	General Fund	4/22/2024	5.39
ILLCO, Inc.	Cleaning Supplies	Building Management	General Fund	4/22/2024	624.60
Red Wing Shoe Store	Uniform Supplies	Building Management	General Fund	4/22/2024	450.00
Constellation NewEnergy-Gas Division, LLC	Utilities- Natural Gas	Building Management	General Fund	4/8/2024	30,906.27
Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	4/8/2024	361.37
Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	4/8/2024	348.85
Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	4/8/2024	556.93
Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	4/22/2024	191.42
Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	4/22/2024	53.65
Constellation NewEnergy-Gas Division, LLC	Utilities- Natural Gas	Building Management	General Fund	4/22/2024	28,055.83
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	4/8/2024	192.60

Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	4/8/2024	443.43
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	4/8/2024	48.06
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	4/8/2024	184.46
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	4/8/2024	67.70
Vistra Intermediate Company, LLC dba Dynegy Energy	Utilities- Electric	Building Management	General Fund	4/8/2024	78,407.65
Vistra Intermediate Company, LLC dba Dynegy Energy	Utilities- Electric	Building Management	General Fund	4/8/2024	9,530.41
City of Geneva	Utilities- Electric	Building Management	General Fund	4/8/2024	8,503.95
City of Geneva	Utilities- Electric	Building Management	General Fund	4/22/2024	399.41
City of Geneva	Utilities- Electric	Building Management	General Fund	4/22/2024	3,745.59
City of Geneva	Utilities- Electric	Building Management	General Fund	4/22/2024	68.69
City of Geneva	Utilities- Electric	Building Management	General Fund	4/22/2024	140.42
City of St. Charles	Utilities- Electric	Building Management	General Fund	4/22/2024	9,007.68
City of St. Charles	Utilities- Electric	Building Management	General Fund	4/22/2024	60.83
ComEd	Utilities- Electric	Building Management	General Fund	4/22/2024	3,780.45
Vistra Intermediate Company, LLC dba Dynegy Energy	Utilities- Electric	Building Management	General Fund	4/22/2024	17,475.49
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	4/22/2024	2,426.33
Warehouse Direct, Inc.	Office Equipment	Building Management	General Fund	4/8/2024	210.84
Kane County Regional Office of Education	Miscellaneous Contractual Exp	Human Resource Management	General Fund	4/22/2024	800.00
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Human Resource Management	General Fund	4/8/2024	22.22
The Tree House Inc	Office Supplies	Human Resource Management	General Fund	4/8/2024	525.44
HR Direct	Office Supplies	Human Resource Management	General Fund	4/22/2024	111.87
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	County Auditor	General Fund	4/8/2024	6.63
DS Services of America, Inc. dba Primo Water NA	Office Supplies	County Auditor	General Fund	4/8/2024	11.57
Toshiba Business Solutions, Inc.	Repairs and Maint- Computers	Treasurer/Collector	General Fund	4/8/2024	4.06
Toshiba Business Solutions, Inc.	Repairs and Maint- Computers	Treasurer/Collector	General Fund	4/8/2024	19.39
LRD Systems & Forms	General Printing	Treasurer/Collector	General Fund	4/8/2024	1,034.91
LRD Systems & Forms	General Printing	Treasurer/Collector	General Fund	4/8/2024	847.38
LRD Systems & Forms	General Printing	Treasurer/Collector	General Fund	4/8/2024	498.45
LRD Systems & Forms	General Printing	Treasurer/Collector	General Fund	4/8/2024	325.11
LRD Systems & Forms	General Printing	Treasurer/Collector	General Fund	4/8/2024	1,116.40
LRD Systems & Forms	General Printing	Treasurer/Collector	General Fund	4/8/2024	679.41
LRD Systems & Forms	General Printing	Treasurer/Collector	General Fund	4/8/2024	2,031.35
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Treasurer/Collector	General Fund	4/8/2024	37.31
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Treasurer/Collector	General Fund	4/8/2024	33.02
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Treasurer/Collector	General Fund	4/8/2024	37.51
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Treasurer/Collector	General Fund	4/8/2024	41.80
Warehouse Direct, Inc.	Office Supplies	Treasurer/Collector	General Fund	4/8/2024	145.42
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Supervisor of Assessments	General Fund	4/8/2024	56.39
Quadient Leasing USA Inc	Repairs and Maint- Copiers	Supervisor of Assessments	General Fund	4/22/2024	868.65
LRD Systems & Forms	Legal Printing	Supervisor of Assessments	General Fund	4/8/2024	7,284.68
MICHELLE R ABELL	Employee Mileage Expense	Supervisor of Assessments	General Fund	4/8/2024	70.62
Accurate Document Destruction Inc (GROOT)	Office Supplies	Supervisor of Assessments	General Fund	4/22/2024	176.00
Warehouse Direct, Inc.	Office Supplies	Supervisor of Assessments	General Fund	4/22/2024	48.44
DS Services of America, Inc. dba Primo Water NA	Computer Related Supplies	Supervisor of Assessments	General Fund	4/8/2024	33.02
Jennifer A. Fiene	Computer Related Supplies	Supervisor of Assessments	General Fund	4/8/2024	1,253.11
Illinois Association of County Officials (IACO)	Conferences and Meetings	County Clerk	General Fund	4/22/2024	215.00
Illinois Association of County Officials (IACO)	Conferences and Meetings	County Clerk	General Fund	4/22/2024	215.00
Illinois Association of County Officials (IACO)	Conferences and Meetings	County Clerk	General Fund	4/22/2024	215.00
Illinois Association of County Officials (IACO)	Conferences and Meetings	County Clerk	General Fund	4/22/2024	215.00
Zahida K. Fakroddin	Employee Mileage Expense	County Clerk	General Fund	4/8/2024	76.38
Warehouse Direct, Inc.	Office Supplies	County Clerk	General Fund	4/8/2024	33.42
Warehouse Direct, Inc.	Office Supplies	County Clerk	General Fund	4/8/2024	65.78
Fifth Third Bank	Office Supplies	County Clerk	General Fund	4/22/2024	318.74
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	County Clerk	General Fund	4/8/2024	298.00
Menards, Inc.	Operating Supplies	County Clerk	General Fund	4/8/2024	91.43
Town & Country Gardens	Operating Supplies	County Clerk	General Fund	4/22/2024	77.99
Town & Country Gardens	Operating Supplies	County Clerk	General Fund	4/22/2024	85.98

Fifth Third Bank	Operating Supplies	County Clerk	General Fund	4/22/2024	31.84
Warehouse Direct, Inc.	Computer Related Supplies	County Clerk	General Fund	4/8/2024	220.82
i3logix Inc	Election Services	County Clerk	General Fund	4/22/2024	1,429.05
DFM Associates	Software Licensing Cost	County Clerk	General Fund	4/8/2024	10,780.00
DFM Associates	Software Licensing Cost	County Clerk	General Fund	4/22/2024	10,780.00
DFM Associates	Software Licensing Cost	County Clerk	General Fund	4/22/2024	10,780.00
City of Batavia	Security Services	County Clerk	General Fund	4/8/2024	551.48
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	County Clerk	General Fund	4/8/2024	38.54
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	County Clerk	General Fund	4/8/2024	5.23
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	County Clerk	General Fund	4/22/2024	18.77
American Legion Elgin Post 57	Polling Place Rental	County Clerk	General Fund	4/8/2024	80.00
Bethany of Fox Valley United Methodist Church	Polling Place Rental	County Clerk	General Fund	4/8/2024	160.00
Bethlehem Lutheran Church	Polling Place Rental	County Clerk	General Fund	4/8/2024	280.00
Big Rock Park District	Polling Place Rental	County Clerk	General Fund	4/8/2024	80.00
Blessed Sacrament Church	Polling Place Rental	County Clerk	General Fund	4/8/2024	160.00
Community Unit School District #300 (CUSD)	Polling Place Rental	County Clerk	General Fund	4/8/2024	520.00
Dundee Township Park District	Polling Place Rental	County Clerk	General Fund	4/8/2024	120.00
Elgin Community College	Polling Place Rental	County Clerk	General Fund	4/8/2024	280.00
Faith Lutheran Church	Polling Place Rental	County Clerk	General Fund	4/8/2024	200.00
First Baptist Ch of Geneva dba Chapelstreet Church	Polling Place Rental	County Clerk	General Fund	4/8/2024	400.00
First Presbyterian Church (USA)	Polling Place Rental	County Clerk	General Fund	4/8/2024	120.00
First United Methodist Church	Polling Place Rental	County Clerk	General Fund	4/8/2024	200.00
Fox Valley Baptist Church	Polling Place Rental	County Clerk	General Fund	4/8/2024	80.00
Fox Valley Christian Church	Polling Place Rental	County Clerk	General Fund	4/8/2024	360.00
Fox Valley Church	Polling Place Rental	County Clerk	General Fund	4/8/2024	120.00
Fox Valley Park District	Polling Place Rental	County Clerk	General Fund	4/8/2024	280.00
St Olaf Lutheran Church	Polling Place Rental	County Clerk	General Fund	4/8/2024	240.00
Sugar Grove Township Community Building	Polling Place Rental	County Clerk	General Fund	4/8/2024	240.00
Thornwood Homeowners Association	Polling Place Rental	County Clerk	General Fund	4/8/2024	200.00
Valley View Baptist Church	Polling Place Rental	County Clerk	General Fund	4/8/2024	120.00
Village of Maple Park	Polling Place Rental	County Clerk	General Fund	4/8/2024	40.00
Warehouse Christian Church Inc	Polling Place Rental	County Clerk	General Fund	4/8/2024	160.00
Wesley United Methodist Church-Aurora	Polling Place Rental	County Clerk	General Fund	4/8/2024	240.00
St Charles Park District	Polling Place Rental	County Clerk	General Fund	4/8/2024	120.00
St Joseph Church	Polling Place Rental	County Clerk	General Fund	4/22/2024	160.00
St Marks Lutheran Church	Polling Place Rental	County Clerk	General Fund	4/22/2024	240.00
Fox Valley Presbyterian Church	Polling Place Rental	County Clerk	General Fund	4/22/2024	160.00
Fraternal Order of Eagles #1047 (Watch City Aerie)	Polling Place Rental	County Clerk	General Fund	4/22/2024	160.00
Gail Borden Public Library District	Polling Place Rental	County Clerk	General Fund	4/22/2024	200.00
Gayles Memorial Baptist Church	Polling Place Rental	County Clerk	General Fund	4/22/2024	120.00
Grace Lutheran Church of Lily Lake	Polling Place Rental	County Clerk	General Fund	4/22/2024	120.00
Greater Grace Community Church	Polling Place Rental	County Clerk	General Fund	4/22/2024	120.00
Greater Mount Olive Church of God in Christ	Polling Place Rental	County Clerk	General Fund	4/22/2024	120.00
Highland Avenue Church of the Brethren	Polling Place Rental	County Clerk	General Fund	4/22/2024	200.00
Hosanna! Lutheran Church	Polling Place Rental	County Clerk	General Fund	4/22/2024	160.00
Lincoln Inn Banquets & Catering	Polling Place Rental	County Clerk	General Fund	4/22/2024	160.00
Lord of Life Lutheran Church	Polling Place Rental	County Clerk	General Fund	4/22/2024	120.00
New Covenant Bible Church	Polling Place Rental	County Clerk	General Fund	4/22/2024	160.00
Northwest Bible Baptist Church	Polling Place Rental	County Clerk	General Fund	4/22/2024	320.00
Our Lady of Good Counsel	Polling Place Rental	County Clerk	General Fund	4/22/2024	160.00
C.H. Robinson Company, Inc.	Equipment Rental	County Clerk	General Fund	4/8/2024	6,240.00
C.H. Robinson Company, Inc.	Equipment Rental	County Clerk	General Fund	4/8/2024	16,275.00
C.H. Robinson Company, Inc.	Equipment Rental	County Clerk	General Fund	4/8/2024	29,490.00
C.H. Robinson Company, Inc.	Equipment Rental	County Clerk	General Fund	4/8/2024	4,940.00
C.H. Robinson Company, Inc.	Equipment Rental	County Clerk	General Fund	4/8/2024	1,480.00
C.H. Robinson Company, Inc.	Equipment Rental	County Clerk	General Fund	4/8/2024	6,752.50
C.H. Robinson Company, Inc.	Equipment Rental	County Clerk	General Fund	4/8/2024	4,810.00

Ryder Truck Rental Inc	Equipment Rental	County Clerk	General Fund	4/8/2024	1,005.75
Ryder Truck Rental Inc	Equipment Rental	County Clerk	General Fund	4/22/2024	811.02
Vacationland, Inc.	Repairs and Maint- Vehicles	County Clerk	General Fund	4/8/2024	482.02
Vacationland, Inc.	Repairs and Maint- Vehicles	County Clerk	General Fund	4/22/2024	210.74
OPEX Corporation	Repairs and Maintenance- Voting System Equipment	County Clerk	General Fund	4/22/2024	6,400.00
Batavia Instant Print Inc	General Printing	County Clerk	General Fund	4/8/2024	303.35
Batavia Instant Print Inc	General Printing	County Clerk	General Fund	4/22/2024	1,820.40
Shaw Media	Legal Printing	County Clerk	General Fund	4/22/2024	71.26
Illinois Association of County Officials (IACO)	Conferences and Meetings	County Clerk	General Fund	4/22/2024	215.00
Illinois Association of County Officials (IACO)	Conferences and Meetings	County Clerk	General Fund	4/22/2024	215.00
Michael Bauer	Employee Mileage Expense	County Clerk	General Fund	4/8/2024	61.64
Cheryl Bean	Employee Mileage Expense	County Clerk	General Fund	4/8/2024	118.59
Lauren E. Behnke	Employee Mileage Expense	County Clerk	General Fund	4/8/2024	127.37
Cynthia Carroll	Employee Mileage Expense	County Clerk	General Fund	4/8/2024	19.03
Christie A. Duffy	Employee Mileage Expense	County Clerk	General Fund	4/8/2024	19.03
Tracy A. Erickson	Employee Mileage Expense	County Clerk	General Fund	4/8/2024	19.03
Austin FitzCorbett	Employee Mileage Expense	County Clerk	General Fund	4/8/2024	152.63
John R. Gaglione	Employee Mileage Expense	County Clerk	General Fund	4/8/2024	36.31
Michael C. Hernandez	Employee Mileage Expense	County Clerk	General Fund	4/8/2024	121.94
Dylan Homer	Employee Mileage Expense	County Clerk	General Fund	4/8/2024	252.86
Matthew J. Homer	Employee Mileage Expense	County Clerk	General Fund	4/8/2024	196.31
Nick Homer	Employee Mileage Expense	County Clerk	General Fund	4/8/2024	26.47
James Jones	Employee Mileage Expense	County Clerk	General Fund	4/8/2024	115.91
Daniel Robert McArthur	Employee Mileage Expense	County Clerk	General Fund	4/8/2024	82.41
Robert Mitchell	Employee Mileage Expense	County Clerk	General Fund	4/8/2024	86.43
Matthew Nelson	Employee Mileage Expense	County Clerk	General Fund	4/8/2024	26.60
Morgan Rae Scott	Employee Mileage Expense	County Clerk	General Fund	4/8/2024	19.03
Holly Shive	Employee Mileage Expense	County Clerk	General Fund	4/8/2024	8.31
Barry Thomas	Employee Mileage Expense	County Clerk	General Fund	4/8/2024	68.01
Claire Weissert	Employee Mileage Expense	County Clerk	General Fund	4/8/2024	206.23
Paula Weissert	Employee Mileage Expense	County Clerk	General Fund	4/8/2024	69.68
Gerald Krawczyk	Employee Mileage Expense	County Clerk	General Fund	4/22/2024	74.37
Robert Brazas	Employee Mileage Expense	County Clerk	General Fund	4/22/2024	259.96
Warehouse Direct, Inc.	Office Supplies	County Clerk	General Fund	4/8/2024	48.14
Warehouse Direct, Inc.	Office Supplies	County Clerk	General Fund	4/8/2024	-48.14
Warehouse Direct, Inc.	Office Supplies	County Clerk	General Fund	4/8/2024	10.19
Warehouse Direct, Inc.	Office Supplies	County Clerk	General Fund	4/8/2024	74.96
Warehouse Direct, Inc.	Office Supplies	County Clerk	General Fund	4/22/2024	60.08
Charlie Fox's Geneva, Inc.	Operating Supplies	County Clerk	General Fund	4/8/2024	205.20
John Emerson	Operating Supplies	County Clerk	General Fund	4/8/2024	75.10
Verizon Wireless	Operating Supplies	County Clerk	General Fund	4/8/2024	6,941.04
WEX BANK	Operating Supplies	County Clerk	General Fund	4/22/2024	726.90
Fifth Third Bank	Operating Supplies	County Clerk	General Fund	4/22/2024	184.50
DMT Solutions Global Corporation dba BlueCrest	Operating Supplies	County Clerk	General Fund	4/22/2024	10.02
Fifth Third Bank	Books and Subscriptions	County Clerk	General Fund	4/22/2024	34.00
DMT Solutions Global Corporation dba BlueCrest	Voting Systems and Accessories	County Clerk	General Fund	4/8/2024	870.84
Identisys, Inc.	Voting Systems and Accessories	County Clerk	General Fund	4/8/2024	90.00
Identisys, Inc.	Voting Systems and Accessories	County Clerk	General Fund	4/8/2024	302.73
The Tree House Inc	Voting Systems and Accessories	County Clerk	General Fund	4/8/2024	2,512.00
David C. King	Employee Mileage Expense	Recorder	General Fund	4/22/2024	34.17
JUDY A SCHONBACK	Employee Mileage Expense	Recorder	General Fund	4/22/2024	2.01
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Recorder	General Fund	4/8/2024	32.12
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	4/3/2024	743.28
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	4/19/2024	1,392.02
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	4/26/2024	1,466.86
Just In Time Coffee LLC	Jurors' Expense	Judiciary and Courts	General Fund	4/8/2024	2,536.00
Just In Time Coffee LLC	Jurors' Expense	Judiciary and Courts	General Fund	4/22/2024	2,029.00

Just In Time Coffee LLC	Jurors' Expense	Judiciary and Courts	General Fund	4/22/2024	861.00
Just In Time Coffee LLC	Jurors' Expense	Judiciary and Courts	General Fund	4/22/2024	525.00
Jeanine Fassnacht	Per Diem Expense	Judiciary and Courts	General Fund	4/8/2024	228.00
Jeanine Fassnacht	Per Diem Expense	Judiciary and Courts	General Fund	4/8/2024	240.50
Barbara A Johnston	Per Diem Expense	Judiciary and Courts	General Fund	4/8/2024	300.00
Barbara A Johnston	Per Diem Expense	Judiciary and Courts	General Fund	4/8/2024	88.00
Barbara A Johnston	Per Diem Expense	Judiciary and Courts	General Fund	4/8/2024	496.00
Barbara A Johnston	Per Diem Expense	Judiciary and Courts	General Fund	4/8/2024	116.00
Kobald Reporting Inc	Per Diem Expense	Judiciary and Courts	General Fund	4/8/2024	300.00
Margaret E Steinberg	Per Diem Expense	Judiciary and Courts	General Fund	4/22/2024	300.00
Mary A Trezzo	Per Diem Expense	Judiciary and Courts	General Fund	4/22/2024	300.00
Tabitha Joann Watson	Per Diem Expense	Judiciary and Courts	General Fund	4/22/2024	300.00
Tabitha Joann Watson	Per Diem Expense	Judiciary and Courts	General Fund	4/22/2024	75.00
Theresa (Terri) Wells	Per Diem Expense	Judiciary and Courts	General Fund	4/22/2024	225.00
Theresa (Terri) Wells	Per Diem Expense	Judiciary and Courts	General Fund	4/22/2024	160.00
Melissa K. Anderko	Per Diem Expense	Judiciary and Courts	General Fund	4/22/2024	225.00
Melissa K. Anderko	Per Diem Expense	Judiciary and Courts	General Fund	4/22/2024	300.00
Dana D. Bollman	Per Diem Expense	Judiciary and Courts	General Fund	4/22/2024	151.50
Dana D. Bollman	Per Diem Expense	Judiciary and Courts	General Fund	4/22/2024	132.00
MaryJo D'Avola	Per Diem Expense	Judiciary and Courts	General Fund	4/22/2024	9.50
American Interpreting Services, Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/8/2024	1,407.00
Anthony Bahena	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/8/2024	1,273.00
Bakhtavar Press	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/8/2024	480.00
Bakhtavar Press	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/8/2024	268.14
Bakhtavar Press	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/8/2024	268.14
Olga Bezzubov	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/8/2024	320.00
Olga Bronovytska	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/8/2024	160.00
Maricela Cortez	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/8/2024	1,264.96
Maricela Cortez	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/8/2024	498.48
Maricela Cortez	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/8/2024	996.96
Ana M Bubalo	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/8/2024	2,653.87
Veronica Gumez	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/8/2024	558.45
Maricela Ibarra	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/8/2024	752.64
Maricela Ibarra	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/8/2024	344.83
Ellen C Kaufman	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/8/2024	160.00
Martha Gerald dba Power Vibes Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/8/2024	2,017.37
Martha Gerald dba Power Vibes Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/8/2024	2,913.32
Martha Gerald dba Power Vibes Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/8/2024	435.50
Carina Julian	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/8/2024	1,023.76
Carina Julian	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/8/2024	966.14
Sara Pethokoukis	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/8/2024	1,961.09
Patricia Rasmussen	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/8/2024	526.62
Daisy M. Robinson	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/8/2024	678.00
Rita Taccona	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/8/2024	190.00
Fadia Tamer	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/8/2024	1,876.00
Fadia Tamer	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/8/2024	1,360.10
Wellspring Interpreting Services LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/8/2024	980.88
Wellspring Interpreting Services LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/8/2024	997.63
Wellspring Interpreting Services LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/8/2024	943.36
Wellspring Interpreting Services LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/8/2024	452.92
Daniel Velasco	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/8/2024	1,367.61
Daniel Velasco	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/8/2024	909.19
Daniel Velasco	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/22/2024	201.00
Daniel Velasco	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/22/2024	490.04
Wellspring Interpreting Services LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/22/2024	943.36
Ann Wohlmuth	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/22/2024	190.00
Fadia Tamer	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/22/2024	435.50

Fadia Tamer	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/22/2024	1,125.60
Fadia Tamer	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/22/2024	1,360.10
Rita Taccona	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/22/2024	240.00
Rita Taccona	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/22/2024	240.00
Patricia Rasmussen	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/22/2024	454.26
Sara Pethokoukis	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/22/2024	2,619.70
Sara Pethokoukis	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/22/2024	201.00
Carina Julian	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/22/2024	1,015.72
Carina Julian	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/22/2024	493.12
Martha Gerald dba Power Vibes Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/22/2024	2,040.96
Martha Gerald dba Power Vibes Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/22/2024	2,524.30
Tatiana Okunskaya	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/22/2024	286.75
Tatiana Okunskaya	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/22/2024	286.75
Tatiana Okunskaya	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/22/2024	286.75
Claudia Perez	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/22/2024	537.34
Maricela Ibarra	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/22/2024	942.14
Maricela Ibarra	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/22/2024	656.16
Veronica Gumez	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/22/2024	169.40
Veronica Gumez	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/22/2024	350.80
Ana M Bubalo	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/22/2024	1,340.00
Maricela Cortez	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/22/2024	861.62
Faith Interpreting Services	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/22/2024	190.00
Olga Bronovytska	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/22/2024	420.50
Olga Bezzubov	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/22/2024	720.00
Rafael H. Berrios	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/22/2024	1,005.00
Anthony Bahena	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/22/2024	1,574.50
Anthony Bahena	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/22/2024	1,743.34
American Interpreting Services, Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/22/2024	955.42
Ronald L. Haskell	Court Appointed Counsel	Judiciary and Courts	General Fund	4/8/2024	820.56
Ronald L. Haskell	Court Appointed Counsel	Judiciary and Courts	General Fund	4/8/2024	2,791.06
Rachel J. Hess	Court Appointed Counsel	Judiciary and Courts	General Fund	4/22/2024	3,434.00
Jordan Steele & Associates, LLC	Court Appointed Counsel	Judiciary and Courts	General Fund	4/22/2024	3,434.00
James A Tabor ESQ	Court Appointed Counsel	Judiciary and Courts	General Fund	4/22/2024	3,434.00
James A Tabor ESQ	Court Appointed Counsel	Judiciary and Courts	General Fund	4/22/2024	3,434.00
James A Tabor ESQ	Court Appointed Counsel	Judiciary and Courts	General Fund	4/22/2024	1,541.45
Midwest Computer Products Inc	Judicial Technology Fine Expenses	Judiciary and Courts	General Fund	4/8/2024	430.00
Gordon Flesch Company Inc	Equipment Rental	Judiciary and Courts	General Fund	4/8/2024	6.50
Gordon Flesch Company Inc	Equipment Rental	Judiciary and Courts	General Fund	4/8/2024	75.18
Gordon Flesch Company Inc	Equipment Rental	Judiciary and Courts	General Fund	4/8/2024	39.48
Gordon Flesch Company Inc	Equipment Rental	Judiciary and Courts	General Fund	4/8/2024	34.11
Gordon Flesch Company Inc	Equipment Rental	Judiciary and Courts	General Fund	4/22/2024	401.95
Marco Technologies, LLC.	Equipment Rental	Judiciary and Courts	General Fund	4/22/2024	440.45
Toshiba Financial Services	Equipment Rental	Judiciary and Courts	General Fund	4/22/2024	254.87
Canon Solutions America Inc	Equipment Rental	Judiciary and Courts	General Fund	4/22/2024	90.15
Fifth Third Bank	Conferences and Meetings	Judiciary and Courts	General Fund	4/22/2024	299.34
JP Morgan Chase Bank N.A.	Conferences and Meetings	Judiciary and Courts	General Fund	4/22/2024	1,356.42
Karen M. Zajicek	Employee Mileage Expense	Judiciary and Courts	General Fund	4/8/2024	40.66
Liza Valle	Employee Mileage Expense	Judiciary and Courts	General Fund	4/22/2024	17.12
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	4/8/2024	33.42
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	4/8/2024	33.22
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	4/8/2024	41.80
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	4/8/2024	33.42
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	4/8/2024	137.88
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	4/8/2024	29.33
The Aubrey Sign Company	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	4/8/2024	3,365.00
Peloton Workforce, Inc.	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	4/8/2024	567.00
Peloton Workforce, Inc.	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	4/8/2024	945.00

Peloton Workforce, Inc.	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	4/8/2024	756.00
Peloton Workforce, Inc.	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	4/8/2024	787.50
Peloton Workforce, Inc.	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	4/8/2024	729.00
Peloton Workforce, Inc.	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	4/22/2024	945.00
Peloton Workforce, Inc.	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	4/22/2024	945.00
Peloton Workforce, Inc.	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	4/22/2024	157.50
Peloton Workforce, Inc.	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	4/22/2024	756.00
Peloton Workforce, Inc.	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	4/22/2024	157.50
Peloton Workforce, Inc.	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	4/22/2024	931.50
Voiance Language Services, LLC	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	4/22/2024	37.62
Voiance Language Services, LLC	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	4/22/2024	86.13
Voiance Language Services, LLC	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	4/22/2024	109.89
Language Line Services	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	4/22/2024	46.46
Warehouse Direct, Inc.	Office Supplies	Judiciary and Courts	General Fund	4/8/2024	48.58
Warehouse Direct, Inc.	Office Supplies	Judiciary and Courts	General Fund	4/8/2024	25.30
Warehouse Direct, Inc.	Office Supplies	Judiciary and Courts	General Fund	4/22/2024	84.53
Warehouse Direct, Inc.	Office Supplies	Judiciary and Courts	General Fund	4/22/2024	124.53
Warehouse Direct, Inc.	Office Supplies	Judiciary and Courts	General Fund	4/22/2024	85.79
Fifth Third Bank	Office Supplies	Judiciary and Courts	General Fund	4/22/2024	57.95
Fifth Third Bank	Operating Supplies	Judiciary and Courts	General Fund	4/22/2024	95.87
Fifth Third Bank	Operating Supplies	Judiciary and Courts	General Fund	4/22/2024	244.02
Fifth Third Bank	Operating Supplies	Judiciary and Courts	General Fund	4/22/2024	1,550.52
JP Morgan Chase Bank N.A.	Employee Recognition Supplies	Judiciary and Courts	General Fund	4/22/2024	102.93
Petty Cash-Clerk of the Circuit Court	Conferences and Meetings	Circuit Clerk	General Fund	4/8/2024	25.00
Petty Cash-Clerk of the Circuit Court	Conferences and Meetings	Circuit Clerk	General Fund	4/8/2024	25.00
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Circuit Clerk	General Fund	4/8/2024	78.91
JP Morgan Chase Bank N.A.	Office Supplies	Circuit Clerk	General Fund	4/22/2024	158.85
Warehouse Direct, Inc.	Office Supplies	Circuit Clerk	General Fund	4/8/2024	312.13
Warehouse Direct, Inc.	Office Supplies	Circuit Clerk	General Fund	4/22/2024	43.68
E. Dianne Anderson	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	60.30
Rhiannon Anderson	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	54.94
Michele Bruens	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	56.95
Heather Cameron	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	19.43
Jason M. Crowley	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	17.42
Merse Fletcher	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	20.10
Rachel Gentile	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	33.16
Kristin Glisson	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	40.87
Deneen S. Hull	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	8.04
Jennifer Lauren Johnson	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	40.20
Megan Johnson	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	30.15
Michael John Kovach	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	30.82
Penny Lange	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	50.25
Yasmeen Pani	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	15.41
Malinda Patterson	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	12.73
Sonal M. Sikligar	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	61.64
Jocelyn Williams	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	28.48
Jennifer Zuttermeister	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	43.55
American Stamp & Marking Products, Inc.	Office Supplies	Circuit Clerk	General Fund	4/22/2024	100.69
Carleen J. Bain	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	67.00
Marissa Brown	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	25.46
Alexandra J. Busch	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	46.90
Theodore James Farrell	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	94.47
Christine Foss	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	64.32
Sterling Sean Garwood	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	22.78
Joanne M. Hassler	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	4.02
Anahi Huerta-Santillan	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	20.10
MaryAnn Kabara	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	36.18

Shauna Kane	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	56.95
Lauren Kopf	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	14.07
Kelly A. Lisner	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	93.80
Shirley L. Moline	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	16.08
Benjamin Adam Petschke	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	95.14
Johnathan M. Pickering	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	5.36
Christina Potter	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	144.72
Micah Simmons	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	23.45
Kelsey Spriet	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	125.96
Jennifer Volintine	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	20.10
Colby Whitman	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	20.77
Margaret Wlodek	Employee Mileage Expense	Circuit Clerk	General Fund	4/22/2024	166.16
Image-Pro Services & Supplies Inc	Office Supplies	Circuit Clerk	General Fund	4/8/2024	674.35
Image-Pro Services & Supplies Inc	Office Supplies	Circuit Clerk	General Fund	4/8/2024	238.52
Image-Pro Services & Supplies Inc	Office Supplies	Circuit Clerk	General Fund	4/8/2024	385.19
Image-Pro Services & Supplies Inc	Office Supplies	Circuit Clerk	General Fund	4/22/2024	544.80
Image-Pro Services & Supplies Inc	Office Supplies	Circuit Clerk	General Fund	4/22/2024	196.28
Image-Pro Services & Supplies Inc	Office Supplies	Circuit Clerk	General Fund	4/22/2024	294.80
Statewide Publishing, LLC	Legal Services	Circuit Clerk	General Fund	4/8/2024	60.00
Statewide Publishing, LLC	Legal Services	Circuit Clerk	General Fund	4/8/2024	60.00
Statewide Publishing, LLC	Legal Services	Circuit Clerk	General Fund	4/8/2024	60.00
Statewide Publishing, LLC	Legal Services	Circuit Clerk	General Fund	4/8/2024	60.00
Klein, Thorpe & Jenkins, LTD.	Office Supplies	Circuit Clerk	General Fund	4/8/2024	2,835.00
Klein, Thorpe & Jenkins, LTD.	Office Supplies	Circuit Clerk	General Fund	4/8/2024	180.00
Klein, Thorpe & Jenkins, LTD.	Office Supplies	Circuit Clerk	General Fund	4/8/2024	1,845.00
Klein, Thorpe & Jenkins, LTD.	Office Supplies	Circuit Clerk	General Fund	4/8/2024	5,175.00
Fifth Third Bank	Office Supplies	Circuit Clerk	General Fund	4/22/2024	46.96
		State's Attorney	General Fund	4/8/2024	151.34
		State's Attorney	General Fund	4/8/2024	168.00
		State's Attorney	General Fund	4/8/2024	36.80
		State's Attorney	General Fund	4/22/2024	25.05
		State's Attorney	General Fund	4/22/2024	1,500.00
		State's Attorney	General Fund	4/22/2024	68.00
		State's Attorney	General Fund	4/22/2024	450.00
		State's Attorney	General Fund	4/22/2024	13.00
		State's Attorney	General Fund	4/22/2024	131.13
Margaret (Peggy) R. Beppard	Court Reporter Costs	State's Attorney	General Fund	4/8/2024	788.00
Theresa (Terri) Wells	Court Reporter Costs	State's Attorney	General Fund	4/8/2024	556.00
Dana D. Bollman	Court Reporter Costs	State's Attorney	General Fund	4/22/2024	151.50
Dana D. Bollman	Court Reporter Costs	State's Attorney	General Fund	4/22/2024	988.00
Dana D. Bollman	Court Reporter Costs	State's Attorney	General Fund	4/22/2024	432.00
MaryJo D'Avola	Court Reporter Costs	State's Attorney	General Fund	4/22/2024	1,088.00
Margaret E Steinberg	Court Reporter Costs	State's Attorney	General Fund	4/22/2024	124.00
Mary A Trezzo	Court Reporter Costs	State's Attorney	General Fund	4/22/2024	256.50
Melissa K. Anderko	Court Reporter Costs	State's Attorney	General Fund	4/22/2024	1,032.00
Melissa K. Anderko	Court Reporter Costs	State's Attorney	General Fund	4/22/2024	105.50
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	State's Attorney	General Fund	4/8/2024	69.26
Impact Networking, LLC	Repairs and Maint- Copiers	State's Attorney	General Fund	4/22/2024	1,050.50
Fifth Third Bank	Repairs and Maint- Vehicles	State's Attorney	General Fund	4/22/2024	308.80
ISHTA (Illinois State Toll Highway Authority)	Repairs and Maint- Vehicles	State's Attorney	General Fund	4/22/2024	53.80
Fifth Third Bank	Conferences and Meetings	State's Attorney	General Fund	4/22/2024	421.38
Fifth Third Bank	Conferences and Meetings	State's Attorney	General Fund	4/22/2024	233.50
JP Morgan Chase Bank N.A.	Conferences and Meetings	State's Attorney	General Fund	4/22/2024	40.00
Kane County Chiefs of Police Association	Conferences and Meetings	State's Attorney	General Fund	4/22/2024	25.00
JP Morgan Chase Bank N.A.	Employee Training	State's Attorney	General Fund	4/22/2024	190.00
Kane County Chiefs of Police Association	General Association Dues	State's Attorney	General Fund	4/22/2024	250.00
The Tree House Inc	Office Supplies	State's Attorney	General Fund	4/8/2024	1,903.95

Warehouse Direct, Inc.	Office Supplies	State's Attorney	General Fund	4/8/2024	28.80
Warehouse Direct, Inc.	Office Supplies	State's Attorney	General Fund	4/22/2024	10.33
Warehouse Direct, Inc.	Office Supplies	State's Attorney	General Fund	4/22/2024	145.32
Warehouse Direct, Inc.	Office Supplies	State's Attorney	General Fund	4/22/2024	4.29
Warehouse Direct, Inc.	Office Supplies	State's Attorney	General Fund	4/22/2024	28.41
Warehouse Direct, Inc.	Office Supplies	State's Attorney	General Fund	4/22/2024	367.00
Warehouse Direct, Inc.	Office Supplies	State's Attorney	General Fund	4/22/2024	108.40
Warehouse Direct, Inc.	Office Supplies	State's Attorney	General Fund	4/22/2024	6.21
Fifth Third Bank	Office Supplies	State's Attorney	General Fund	4/22/2024	83.13
Fifth Third Bank	Office Supplies	State's Attorney	General Fund	4/22/2024	325.16
Fifth Third Bank	Office Supplies	State's Attorney	General Fund	4/22/2024	2,138.15
JP Morgan Chase Bank N.A.	Office Supplies	State's Attorney	General Fund	4/22/2024	240.73
4Imprint, Inc.	Operating Supplies	State's Attorney	General Fund	4/8/2024	308.37
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	State's Attorney	General Fund	4/8/2024	334.36
Eagle Engraving, Inc.	Operating Supplies	State's Attorney	General Fund	4/8/2024	204.25
JP Morgan Chase Bank N.A.	Operating Supplies	State's Attorney	General Fund	4/22/2024	188.87
Accurate Document Destruction Inc (GROOT)	Operating Supplies	State's Attorney	General Fund	4/22/2024	463.68
Accurate Document Destruction Inc (GROOT)	Operating Supplies	State's Attorney	General Fund	4/22/2024	463.68
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	State's Attorney	General Fund	4/22/2024	4,953.00
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	State's Attorney	General Fund	4/22/2024	2,765.52
JP Morgan Chase Bank N.A.	Computer Hardware- Non Capital	State's Attorney	General Fund	4/22/2024	109.99
Southern Computer Warehouse (SCW)	Computer Hardware- Non Capital	State's Attorney	General Fund	4/22/2024	7,579.25
WEX BANK	Fuel- Vehicles	State's Attorney	General Fund	4/22/2024	877.12
Via Carlita, LLC dba Hawk Ford of St. Charles	Automotive Equipment	State's Attorney	General Fund	4/22/2024	36,096.03
Chicago Office Technology Group (COTG)	Copiers	State's Attorney	General Fund	4/22/2024	11.23
Toshiba America Business Solutions, Inc	Copiers	State's Attorney	General Fund	4/22/2024	29.97
Toshiba America Business Solutions, Inc	Copiers	State's Attorney	General Fund	4/22/2024	15.79
Toshiba America Business Solutions, Inc	Copiers	State's Attorney	General Fund	4/22/2024	75.16
Toshiba America Business Solutions, Inc	Copiers	State's Attorney	General Fund	4/22/2024	320.94
Fifth Third Bank	Employee Training	State's Attorney	General Fund	4/22/2024	326.91
Fifth Third Bank	Employee Training	State's Attorney	General Fund	4/22/2024	-457.82
Courtney N. Duran	Employee Mileage Expense	State's Attorney	General Fund	4/8/2024	16.75
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	State's Attorney	General Fund	4/8/2024	25.60
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	State's Attorney	General Fund	4/8/2024	16.06
Fifth Third Bank	Operating Supplies	State's Attorney	General Fund	4/22/2024	269.76
Fifth Third Bank	Fuel- Vehicles	State's Attorney	General Fund	4/22/2024	43.43
WEX BANK	Fuel- Vehicles	State's Attorney	General Fund	4/22/2024	69.84
The Council of State Governments, LTD	Employee Training	State's Attorney	General Fund	4/22/2024	714.94
		Public Defender	General Fund	4/8/2024	344.00
		Public Defender	General Fund	4/8/2024	43.00
		Public Defender	General Fund	4/22/2024	828.00
		Public Defender	General Fund	4/22/2024	10.00
		Public Defender	General Fund	4/22/2024	583.95
		Public Defender	General Fund	4/22/2024	678.06
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	Public Defender	General Fund	4/22/2024	35.01
Verizon Wireless	Miscellaneous Contractual Exp	Public Defender	General Fund	4/8/2024	213.66
Fifth Third Bank	Miscellaneous Contractual Exp	Public Defender	General Fund	4/22/2024	2.37
JP Morgan Chase Bank N.A.	Miscellaneous Contractual Exp	Public Defender	General Fund	4/22/2024	2.86
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Public Defender	General Fund	4/8/2024	7.28
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Public Defender	General Fund	4/8/2024	89.19
JP Morgan Chase Bank N.A.	Books and Subscriptions	Public Defender	General Fund	4/22/2024	15.99
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	Public Defender	General Fund	4/22/2024	257.48
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	Public Defender	General Fund	4/22/2024	4,694.48
IL Department of Innovation & Technology (CMS)	Contractual/Consulting Services	Sheriff	General Fund	4/8/2024	942.40
Motorola Solutions Inc	Contractual/Consulting Services	Sheriff	General Fund	4/22/2024	9,675.00
911 Tech, Inc.	Contractual/Consulting Services	Sheriff	General Fund	4/22/2024	5,250.00
Fifth Third Bank	Contractual/Consulting Services	Sheriff	General Fund	4/22/2024	1,260.00

Petty Cash-Sheriff	Medical/Dental/Hospital Services	Sheriff	General Fund	4/8/2024	590.00
Petty Cash-Sheriff	Medical/Dental/Hospital Services	Sheriff	General Fund	4/22/2024	815.91
COPS Testing Service Inc	Medical/Dental/Hospital Services	Sheriff	General Fund	4/22/2024	500.00
COPS Testing Service Inc	Medical/Dental/Hospital Services	Sheriff	General Fund	4/22/2024	450.00
Petty Cash-Sheriff	Extradition Costs	Sheriff	General Fund	4/8/2024	128.00
Petty Cash-Sheriff	Extradition Costs	Sheriff	General Fund	4/8/2024	128.00
Petty Cash-Sheriff	Extradition Costs	Sheriff	General Fund	4/22/2024	128.00
Petty Cash-Sheriff	Extradition Costs	Sheriff	General Fund	4/22/2024	128.00
Petty Cash-Sheriff	Extradition Costs	Sheriff	General Fund	4/22/2024	128.00
Petty Cash-Sheriff	Extradition Costs	Sheriff	General Fund	4/22/2024	128.00
Petty Cash-Sheriff	Extradition Costs	Sheriff	General Fund	4/22/2024	128.00
Petty Cash-Sheriff	Extradition Costs	Sheriff	General Fund	4/22/2024	128.00
Petty Cash-Sheriff	Extradition Costs	Sheriff	General Fund	4/22/2024	128.00
Petty Cash-Sheriff	Extradition Costs	Sheriff	General Fund	4/22/2024	128.00
Petty Cash-Sheriff	Extradition Costs	Sheriff	General Fund	4/22/2024	128.00
Petty Cash-Sheriff	Extradition Costs	Sheriff	General Fund	4/22/2024	128.00
Fifth Third Bank	Extradition Costs	Sheriff	General Fund	4/22/2024	1,804.20
Fifth Third Bank	Extradition Costs	Sheriff	General Fund	4/22/2024	1,723.68
Fifth Third Bank	Extradition Costs	Sheriff	General Fund	4/22/2024	17.82
Fifth Third Bank	Extradition Costs	Sheriff	General Fund	4/22/2024	3,168.01
JP Morgan Chase Bank N.A.	Extradition Costs	Sheriff	General Fund	4/22/2024	1,892.04
Impact Networking, LLC	Repairs and Maint- Copiers	Sheriff	General Fund	4/22/2024	62.70
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	4/8/2024	987.42
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	4/8/2024	694.86
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	4/8/2024	104.68
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	4/8/2024	4.29
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	4/8/2024	599.99
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	4/8/2024	15.83
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	4/8/2024	110.99
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	4/8/2024	13.89
Bob Jass Chevrolet, Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	4/8/2024	409.87
Chicago Parts and Sound, LLC	Repairs and Maint- Vehicles	Sheriff	General Fund	4/8/2024	1,975.00
Chicago Parts and Sound, LLC	Repairs and Maint- Vehicles	Sheriff	General Fund	4/8/2024	1,599.00
Chicago Parts and Sound, LLC	Repairs and Maint- Vehicles	Sheriff	General Fund	4/8/2024	621.10
Cintas Corporation	Repairs and Maint- Vehicles	Sheriff	General Fund	4/8/2024	78.61
Cintas Corporation	Repairs and Maint- Vehicles	Sheriff	General Fund	4/8/2024	79.32
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	4/8/2024	80.75
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	4/8/2024	97.92
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	4/8/2024	283.37
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	4/8/2024	469.51
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	4/8/2024	79.11
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	4/8/2024	378.34
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	4/8/2024	120.91
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	4/8/2024	319.73
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	4/22/2024	482.92
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	4/22/2024	84.06
Weldstar Company	Repairs and Maint- Vehicles	Sheriff	General Fund	4/22/2024	18.56
Cintas Corporation	Repairs and Maint- Vehicles	Sheriff	General Fund	4/22/2024	94.17
Cintas Corporation	Repairs and Maint- Vehicles	Sheriff	General Fund	4/22/2024	73.53
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	4/22/2024	12.09
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	4/22/2024	52.12
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	4/22/2024	133.97
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	4/22/2024	172.99
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	4/22/2024	179.99
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	4/22/2024	109.14
Fifth Third Bank	Repairs and Maint- Vehicles	Sheriff	General Fund	4/22/2024	161.86
Fifth Third Bank	Repairs and Maint- Vehicles	Sheriff	General Fund	4/22/2024	361.83
Fifth Third Bank	Repairs and Maint- Vehicles	Sheriff	General Fund	4/22/2024	41.00
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Vehicles	Sheriff	General Fund	4/22/2024	3.38

Hollywood Tools, LLC	Repairs and Maint- Vehicles	Sheriff	General Fund	4/22/2024	43.00
Hollywood Tools, LLC	Repairs and Maint- Vehicles	Sheriff	General Fund	4/22/2024	-14.75
Lund Industries Inc	Repairs and Maint- Vehicles	Sheriff	General Fund	4/22/2024	428.64
Pomps Tire Service Inc	Repairs and Maint- Vehicles	Sheriff	General Fund	4/22/2024	1,616.52
Al Piemonte Cadillac Inc dba St. Charles Chrysler	Repairs and Maint- Vehicles	Sheriff	General Fund	4/22/2024	62.76
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	4/8/2024	1,425.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	4/8/2024	80.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	4/8/2024	80.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	4/8/2024	84.54
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	4/22/2024	64.00
Fifth Third Bank	Employee Training	Sheriff	General Fund	4/22/2024	159.90
Fifth Third Bank	Employee Training	Sheriff	General Fund	4/22/2024	16,963.77
Fifth Third Bank	Office Supplies	Sheriff	General Fund	4/22/2024	407.96
Fifth Third Bank	Office Supplies	Sheriff	General Fund	4/22/2024	314.62
Fifth Third Bank	Office Supplies	Sheriff	General Fund	4/22/2024	49.30
City Electric Supply Co.	Operating Supplies	Sheriff	General Fund	4/8/2024	7.12
Warehouse Direct, Inc.	Operating Supplies	Sheriff	General Fund	4/8/2024	281.91
Bound Tree Medical, LLC	Operating Supplies	Sheriff	General Fund	4/8/2024	900.82
Bound Tree Medical, LLC	Operating Supplies	Sheriff	General Fund	4/8/2024	6.79
Bound Tree Medical, LLC	Operating Supplies	Sheriff	General Fund	4/8/2024	8.06
Petty Cash-Sheriff	Operating Supplies	Sheriff	General Fund	4/8/2024	3,025.00
Petty Cash-Sheriff	Operating Supplies	Sheriff	General Fund	4/22/2024	197.00
Petty Cash-Sheriff	Operating Supplies	Sheriff	General Fund	4/22/2024	96.59
Carahsoft Technology Corporation	Operating Supplies	Sheriff	General Fund	4/22/2024	12,900.00
Fifth Third Bank	Operating Supplies	Sheriff	General Fund	4/22/2024	103.90
Fifth Third Bank	Operating Supplies	Sheriff	General Fund	4/22/2024	81.22
Fifth Third Bank	Operating Supplies	Sheriff	General Fund	4/22/2024	4,307.92
Fifth Third Bank	Operating Supplies	Sheriff	General Fund	4/22/2024	102.35
Fifth Third Bank	Operating Supplies	Sheriff	General Fund	4/22/2024	275.34
Fifth Third Bank	Operating Supplies	Sheriff	General Fund	4/22/2024	904.00
Fox Valley Park District	Operating Supplies	Sheriff	General Fund	4/22/2024	500.00
P.F. Pettibone & Co.	Uniform Supplies	Sheriff	General Fund	4/8/2024	1,496.80
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	4/8/2024	889.00
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	4/8/2024	1,022.33
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	4/8/2024	135.04
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	4/22/2024	61.59
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	4/22/2024	59.51
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	4/22/2024	960.24
Al Warren Oil Company, Inc.	Fuel- Vehicles	Sheriff	General Fund	4/8/2024	6,625.00
Al Warren Oil Company, Inc.	Fuel- Vehicles	Sheriff	General Fund	4/8/2024	194.27
Feece Oil Company	Fuel- Vehicles	Sheriff	General Fund	4/8/2024	433.08
Feece Oil Company	Fuel- Vehicles	Sheriff	General Fund	4/22/2024	433.08
Fifth Third Bank	Fuel- Vehicles	Sheriff	General Fund	4/22/2024	40.00
Suburban Propane	Fuel- Vehicles	Sheriff	General Fund	4/22/2024	76.54
WEX BANK	Fuel- Vehicles	Sheriff	General Fund	4/22/2024	27,767.34
Al Warren Oil Company, Inc.	Fuel- Vehicles	Sheriff	General Fund	4/22/2024	7,837.06
Al Warren Oil Company, Inc.	Fuel- Vehicles	Sheriff	General Fund	4/22/2024	413.76
COPS Testing Service Inc	Medical/Dental/Hospital Services	Sheriff	General Fund	4/22/2024	500.00
Lighthouse Recovery, Inc.	Medical/Dental/Hospital Services	Sheriff	General Fund	4/22/2024	25,000.00
Petty Cash-Sheriff	Medical/Dental/Hospital Services	Sheriff	General Fund	4/22/2024	25,000.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Comm Equip	Sheriff	General Fund	4/8/2024	238.37
Andromeda Computing Systems Inc	Repairs and Maint- Equipment	Sheriff	General Fund	4/22/2024	750.00
iTouch Biometrics, LLC	Repairs and Maint- Equipment	Sheriff	General Fund	4/22/2024	1,980.00
Fifth Third Bank	Employee Training	Sheriff	General Fund	4/22/2024	332.43
Fifth Third Bank	Employee Training	Sheriff	General Fund	4/22/2024	150.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	4/22/2024	16.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	4/22/2024	16.00

Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	4/22/2024	16.00
University of Illinois (U of I)	Employee Training	Sheriff	General Fund	4/22/2024	14,136.00
Fifth Third Bank	Office Supplies	Sheriff	General Fund	4/22/2024	400.98
Olivia S. Beeks	Operating Supplies	Sheriff	General Fund	4/8/2024	600.00
Joy Tseghe	Operating Supplies	Sheriff	General Fund	4/8/2024	1,200.00
Valdes LLC	Operating Supplies	Sheriff	General Fund	4/8/2024	999.25
Warehouse Direct, Inc.	Operating Supplies	Sheriff	General Fund	4/8/2024	235.41
Warehouse Direct, Inc.	Operating Supplies	Sheriff	General Fund	4/22/2024	281.91
Warehouse Direct, Inc.	Operating Supplies	Sheriff	General Fund	4/22/2024	281.91
Fifth Third Bank	Operating Supplies	Sheriff	General Fund	4/22/2024	76.00
Fifth Third Bank	Operating Supplies	Sheriff	General Fund	4/22/2024	55.00
Fifth Third Bank	Operating Supplies	Sheriff	General Fund	4/22/2024	269.89
Fifth Third Bank	Operating Supplies	Sheriff	General Fund	4/22/2024	331.27
Fifth Third Bank	Operating Supplies	Sheriff	General Fund	4/22/2024	139.22
Fifth Third Bank	Operating Supplies	Sheriff	General Fund	4/22/2024	1,997.50
Identisys, Inc.	Operating Supplies	Sheriff	General Fund	4/22/2024	2,007.09
Cintas Corporation	Uniform Supplies	Sheriff	General Fund	4/8/2024	62.03
Cintas Corporation	Uniform Supplies	Sheriff	General Fund	4/8/2024	62.03
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	4/8/2024	1,433.29
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	4/8/2024	2,680.57
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	4/22/2024	72.89
Cintas Corporation	Uniform Supplies	Sheriff	General Fund	4/22/2024	62.03
Cintas Corporation	Uniform Supplies	Sheriff	General Fund	4/22/2024	127.20
Petty Cash-Sheriff	Food	Sheriff	General Fund	4/8/2024	4,650.00
Aramark Services, Inc.	Food	Sheriff	General Fund	4/8/2024	11,848.13
Aramark Services, Inc.	Food	Sheriff	General Fund	4/8/2024	59.40
Aramark Services, Inc.	Food	Sheriff	General Fund	4/8/2024	11,895.02
Aramark Services, Inc.	Food	Sheriff	General Fund	4/8/2024	52.74
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	4/8/2024	118.82
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	4/8/2024	7.28
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	4/8/2024	58.06
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	4/8/2024	123.70
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	4/8/2024	42.84
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	4/8/2024	15.86
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	4/8/2024	20.35
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	4/8/2024	61.95
Porfirio Roman Ramirez	Food	Sheriff	General Fund	4/8/2024	2,800.00
Porfirio Roman Ramirez	Food	Sheriff	General Fund	4/22/2024	2,800.00
Securus Monitor. dba Satellite Tracking of People	Food	Sheriff	General Fund	4/22/2024	6,408.00
Fifth Third Bank	Food	Sheriff	General Fund	4/22/2024	50.00
Fifth Third Bank	Food	Sheriff	General Fund	4/22/2024	30.98
Aramark Services, Inc.	Food	Sheriff	General Fund	4/22/2024	12,250.39
Aramark Services, Inc.	Food	Sheriff	General Fund	4/22/2024	54.72
Aramark Services, Inc.	Food	Sheriff	General Fund	4/22/2024	143.60
Petty Cash-Sheriff	Food	Sheriff	General Fund	4/22/2024	13.15
Petty Cash-Sheriff	Food	Sheriff	General Fund	4/22/2024	16.00
Bob Barker Company Inc	Clothing Supplies	Sheriff	General Fund	4/8/2024	4,264.78
Bob Barker Company Inc	Clothing Supplies	Sheriff	General Fund	4/22/2024	93.00
Bob Barker Company Inc	Clothing Supplies	Sheriff	General Fund	4/22/2024	95.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	4/8/2024	112.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	4/8/2024	80.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	4/22/2024	16.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	4/22/2024	80.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	4/22/2024	16.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	4/22/2024	16.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	4/22/2024	16.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	4/22/2024	16.00

Fifth Third Bank	Operating Supplies	Sheriff	General Fund	4/22/2024	2,802.00
J.G. Uniforms, Inc.	Uniform Supplies	Sheriff	General Fund	4/22/2024	280.00
J.G. Uniforms, Inc.	Uniform Supplies	Sheriff	General Fund	4/22/2024	249.49
J.G. Uniforms, Inc.	Uniform Supplies	Sheriff	General Fund	4/22/2024	96.00
J.G. Uniforms, Inc.	Uniform Supplies	Sheriff	General Fund	4/22/2024	795.00
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	4/22/2024	220.75
Peter J. Burgert	Employee Mileage Expense	Merit Commission	General Fund	4/8/2024	227.80
Matthew Peterson	Software Licensing Cost	Court Services	General Fund	4/8/2024	159.98
Fifth Third Bank	Conferences and Meetings	Court Services	General Fund	4/22/2024	198.36
IL Probation & Court Services Association (IPCSA)	Conferences and Meetings	Court Services	General Fund	4/22/2024	870.00
Emily Saylor	Employee Training	Court Services	General Fund	4/22/2024	711.21
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	Court Services	General Fund	4/8/2024	156.84
JP Morgan Chase Bank N.A.	Fuel- Vehicles	Court Services	General Fund	4/22/2024	47.85
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	4/8/2024	972.55
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	4/8/2024	229.52
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	4/22/2024	1,218.20
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	4/22/2024	260.66
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Court Services	General Fund	4/8/2024	400.25
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Court Services	General Fund	4/22/2024	395.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Court Services	General Fund	4/22/2024	60.71
Motorola Solutions Inc	Repairs and Maint- Comm Equip	Court Services	General Fund	4/22/2024	320.00
105 Grove LLC	Building Space Rental	Court Services	General Fund	4/8/2024	2,835.21
SC Auto Inc DBA Midas Auto Service	Repairs and Maint- Vehicles	Court Services	General Fund	4/8/2024	259.72
SC Auto Inc DBA Midas Auto Service	Repairs and Maint- Vehicles	Court Services	General Fund	4/8/2024	873.25
IL Probation & Court Services Association (IPCSA)	Conferences and Meetings	Court Services	General Fund	4/22/2024	1,485.00
Renee M. Buchman	Employee Mileage Expense	Court Services	General Fund	4/8/2024	34.84
IL Probation & Court Services Association (IPCSA)	General Association Dues	Court Services	General Fund	4/22/2024	825.00
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Court Services	General Fund	4/8/2024	24.44
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Court Services	General Fund	4/8/2024	135.98
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	4/8/2024	1.22
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	4/8/2024	88.08
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	4/22/2024	222.18
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	4/22/2024	149.87
Fifth Third Bank	Operating Supplies	Court Services	General Fund	4/22/2024	1,805.52
Midwest Awards Corporation	Operating Supplies	Court Services	General Fund	4/22/2024	167.57
The Tree House Inc	Computer Related Supplies	Court Services	General Fund	4/8/2024	876.98
The Tree House Inc	Computer Related Supplies	Court Services	General Fund	4/8/2024	724.13
The Tree House Inc	Computer Related Supplies	Court Services	General Fund	4/22/2024	556.18
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	Court Services	General Fund	4/8/2024	156.88
WEX BANK	Fuel- Vehicles	Court Services	General Fund	4/22/2024	611.06
Association for Individual Development (AID)	Psychological/Psychiatric Svcs	Court Services	General Fund	4/8/2024	1,836.67
Nancy Bagley	Psychological/Psychiatric Svcs	Court Services	General Fund	4/8/2024	500.00
Ecker Center for Mental Health	Psychological/Psychiatric Svcs	Court Services	General Fund	4/22/2024	2,500.00
Association for Individual Development (AID)	Psychological/Psychiatric Svcs	Court Services	General Fund	4/22/2024	1,836.67
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	4/8/2024	1,142.25
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	4/22/2024	1,014.63
Fifth Third Bank	Conferences and Meetings	Court Services	General Fund	4/22/2024	101.00
IL Probation & Court Services Association (IPCSA)	Conferences and Meetings	Court Services	General Fund	4/22/2024	330.00
Kimberly A Reed	Conferences and Meetings	Court Services	General Fund	4/22/2024	25.00
Fifth Third Bank	Employee Training	Court Services	General Fund	4/22/2024	850.00
Julissa Gonzalez	Office Supplies	Court Services	General Fund	4/8/2024	11.99
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	Court Services	General Fund	4/8/2024	156.88
Fifth Third Bank	Books and Subscriptions	Court Services	General Fund	4/22/2024	80.83
Fifth Third Bank	Drug Court Graduation Supplies	Court Services	General Fund	4/22/2024	93.35
Chicago Transit Authority	Incentives	Court Services	General Fund	4/8/2024	1,860.00
Fifth Third Bank	Incentives	Court Services	General Fund	4/22/2024	733.71
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	4/8/2024	1,662.15

Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	4/8/2024	1,524.30
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	4/22/2024	1,332.35
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	4/22/2024	1,727.15
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Court Services	General Fund	4/8/2024	501.00
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Court Services	General Fund	4/22/2024	511.50
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	Court Services	General Fund	4/22/2024	11.43
105 Grove LLC	Building Space Rental	Court Services	General Fund	4/8/2024	2,835.21
SC Auto Inc DBA Midas Auto Service	Repairs and Maint- Vehicles	Court Services	General Fund	4/22/2024	69.99
IL Probation & Court Services Association (IPCSA)	Conferences and Meetings	Court Services	General Fund	4/22/2024	330.00
Jennifer Kolberg	Employee Mileage Expense	Court Services	General Fund	4/8/2024	25.46
Sousie Jenkins	Employee Mileage Expense	Court Services	General Fund	4/22/2024	17.42
IL Probation & Court Services Association (IPCSA)	General Association Dues	Court Services	General Fund	4/22/2024	825.00
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Court Services	General Fund	4/8/2024	41.60
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	4/8/2024	146.41
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	4/22/2024	362.35
Fifth Third Bank	Operating Supplies	Court Services	General Fund	4/22/2024	19.98
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	Court Services	General Fund	4/8/2024	156.88
WEX BANK	Fuel- Vehicles	Court Services	General Fund	4/22/2024	99.39
Family Service Association of Greater Elgin Area	Contractual/Consulting Services	Court Services	General Fund	4/22/2024	1,400.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	General Fund	4/22/2024	3,333.33
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	General Fund	4/22/2024	825.00
Advanced Correctional Healthcare, Inc.	Medical/Dental/Hospital Services	Court Services	General Fund	4/22/2024	37,817.23
Symphony Diagnostic Svcs No. 1 dba MobilexUSA	Medical/Dental/Hospital Services	Court Services	General Fund	4/22/2024	640.00
Bob Barker Company Inc	Juvenile Board and Care	Court Services	General Fund	4/8/2024	489.26
Bob Barker Company Inc	Juvenile Board and Care	Court Services	General Fund	4/22/2024	280.00
Bob Barker Company Inc	Juvenile Board and Care	Court Services	General Fund	4/22/2024	326.88
Bob Barker Company Inc	Juvenile Board and Care	Court Services	General Fund	4/22/2024	62.80
Illinois Communications Sales, Inc.	Repairs and Maint- Comm Equip	Court Services	General Fund	4/22/2024	807.00
IL Probation & Court Services Association (IPCSA)	Conferences and Meetings	Court Services	General Fund	4/22/2024	1,200.00
JP Morgan Chase Bank N.A.	Employee Training	Court Services	General Fund	4/22/2024	600.00
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Court Services	General Fund	4/8/2024	155.25
Fifth Third Bank	Miscellaneous Contractual Exp	Court Services	General Fund	4/22/2024	187.53
Synchrony Bank (Sam's Club Direct/Lowes)	Miscellaneous Contractual Exp	Court Services	General Fund	4/22/2024	1,953.00
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	4/8/2024	46.10
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	4/22/2024	110.73
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	4/22/2024	141.75
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	4/22/2024	-141.75
Quill Corporation	Office Supplies	Court Services	General Fund	4/22/2024	104.39
Quill Corporation	Office Supplies	Court Services	General Fund	4/22/2024	53.58
Sysco Food Services Chicago	Operating Supplies	Court Services	General Fund	4/8/2024	126.22
Sysco Food Services Chicago	Operating Supplies	Court Services	General Fund	4/8/2024	77.08
Sysco Food Services Chicago	Operating Supplies	Court Services	General Fund	4/22/2024	274.12
Sysco Food Services Chicago	Operating Supplies	Court Services	General Fund	4/22/2024	42.82
Bob Barker Company Inc	Operating Supplies	Court Services	General Fund	4/22/2024	363.20
Bob Barker Company Inc	Operating Supplies	Court Services	General Fund	4/22/2024	72.64
Fifth Third Bank	Operating Supplies	Court Services	General Fund	4/22/2024	750.10
JP Morgan Chase Bank N.A.	Operating Supplies	Court Services	General Fund	4/22/2024	169.92
Synchrony Bank (Sam's Club Direct/Lowes)	Operating Supplies	Court Services	General Fund	4/22/2024	191.60
The Tree House Inc	Computer Related Supplies	Court Services	General Fund	4/8/2024	855.45
The Tree House Inc	Computer Related Supplies	Court Services	General Fund	4/8/2024	83.25
The Tree House Inc	Computer Related Supplies	Court Services	General Fund	4/22/2024	202.99
Fifth Third Bank	Computer Related Supplies	Court Services	General Fund	4/22/2024	75.99
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	Court Services	General Fund	4/8/2024	156.88
City of St. Charles	Utilities- Water	Court Services	General Fund	4/22/2024	1,150.84
Initial Impressions Inc	Uniform Supplies	Court Services	General Fund	4/22/2024	2,404.83
Sysco Food Services Chicago	Food	Court Services	General Fund	4/8/2024	506.89
Sysco Food Services Chicago	Food	Court Services	General Fund	4/8/2024	994.23

Aramark Services, Inc.	Food	Court Services	General Fund	4/8/2024	1,890.00
Aramark Services, Inc.	Food	Court Services	General Fund	4/8/2024	1,890.00
Aramark Services, Inc.	Food	Court Services	General Fund	4/22/2024	1,890.00
Aramark Services, Inc.	Food	Court Services	General Fund	4/22/2024	1,890.00
Synchrony Bank (Sam's Club Direct/Lowes)	Food	Court Services	General Fund	4/22/2024	264.59
Sysco Food Services Chicago	Food	Court Services	General Fund	4/22/2024	122.96
Sysco Food Services Chicago	Food	Court Services	General Fund	4/22/2024	1,406.17
Sysco Food Services Chicago	Food	Court Services	General Fund	4/22/2024	1,019.81
Sysco Food Services Chicago	Food	Court Services	General Fund	4/22/2024	1,227.06
Fifth Third Bank	Medical Supplies and Drugs	Court Services	General Fund	4/22/2024	20.22
Green Tree Pharmacy	Medical Supplies and Drugs	Court Services	General Fund	4/22/2024	440.42
Green Tree Pharmacy	Medical Supplies and Drugs	Court Services	General Fund	4/22/2024	2,190.99
JP Morgan Chase Bank N.A.	Subscription Databases	Court Services	General Fund	4/22/2024	22.99
WEX BANK	Fuel- Vehicles	Court Services	General Fund	4/22/2024	130.14
Nancy S Duarte	Contractual/Consulting Services	Court Services	General Fund	4/22/2024	500.00
The Tree House Inc	Computer Related Supplies	Court Services	General Fund	4/22/2024	689.65
Fifth Third Bank	Books and Subscriptions	Court Services	General Fund	4/22/2024	35.93
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Court Services	General Fund	4/22/2024	56.87
JP Morgan Chase Bank N.A.	General Association Dues	Court Services	General Fund	4/22/2024	75.00
Elisa M. Lancaster	General Association Dues	Court Services	General Fund	4/22/2024	758.08
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	4/22/2024	38.21
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	Court Services	General Fund	4/8/2024	156.88
Psychological Assessment Resources Inc (PAR, Inc.)	Testing Materials	Court Services	General Fund	4/22/2024	457.06
Serenity House Counseling Services, Inc.	Psychological/Psychiatric Srvs	Court Services	General Fund	4/8/2024	340.00
Ecker Center for Mental Health	Psychological/Psychiatric Srvs	Court Services	General Fund	4/8/2024	1,565.00
Lighthouse Recovery, Inc.	Psychological/Psychiatric Srvs	Court Services	General Fund	4/8/2024	700.00
Lighthouse Recovery, Inc.	Psychological/Psychiatric Srvs	Court Services	General Fund	4/8/2024	1,400.00
Lighthouse Recovery, Inc.	Psychological/Psychiatric Srvs	Court Services	General Fund	4/8/2024	400.00
Lighthouse Recovery, Inc.	Psychological/Psychiatric Srvs	Court Services	General Fund	4/8/2024	250.00
Lighthouse Recovery, Inc.	Psychological/Psychiatric Srvs	Court Services	General Fund	4/8/2024	400.00
Lighthouse Recovery, Inc.	Psychological/Psychiatric Srvs	Court Services	General Fund	4/8/2024	75.00
Lighthouse Recovery, Inc.	Psychological/Psychiatric Srvs	Court Services	General Fund	4/8/2024	300.00
Lighthouse Recovery, Inc.	Psychological/Psychiatric Srvs	Court Services	General Fund	4/8/2024	300.00
Lighthouse Recovery, Inc.	Psychological/Psychiatric Srvs	Court Services	General Fund	4/8/2024	300.00
Lighthouse Recovery, Inc.	Psychological/Psychiatric Srvs	Court Services	General Fund	4/22/2024	300.00
Lighthouse Recovery, Inc.	Psychological/Psychiatric Srvs	Court Services	General Fund	4/22/2024	300.00
About Change Counseling	Psychological/Psychiatric Srvs	Court Services	General Fund	4/22/2024	644.00
Lighthouse Recovery, Inc.	Lab Services	Court Services	General Fund	4/8/2024	40.00
Lighthouse Recovery, Inc.	Lab Services	Court Services	General Fund	4/8/2024	80.00
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	4/8/2024	872.50
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	4/8/2024	1,828.07
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	4/22/2024	1,004.04
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	4/22/2024	446.81
National Assn of Drug Court Professionals (NADCP)	Conferences and Meetings	Court Services	General Fund	4/8/2024	495.00
National Assn of Drug Court Professionals (NADCP)	Conferences and Meetings	Court Services	General Fund	4/8/2024	4,475.00
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	Court Services	General Fund	4/8/2024	156.88
Fifth Third Bank	Books and Subscriptions	Court Services	General Fund	4/22/2024	161.66
Fifth Third Bank	Incentives	Court Services	General Fund	4/22/2024	29.00
David A. Wold DDS, PC dba Bensenville Dental Care	Autopsies/Consulting	Coroner	General Fund	4/22/2024	700.00
Mitra B. Kalelkar	Autopsies/Consulting	Coroner	General Fund	4/22/2024	15,500.00
NMS Labs	Toxicology Expense	Coroner	General Fund	4/22/2024	14,534.00
Tissue Techniques Pathology Labs LLC	Toxicology Expense	Coroner	General Fund	4/22/2024	635.45
Fifth Third Bank	Books and Subscriptions	Coroner	General Fund	4/22/2024	118.95
Richcom Power, LLC	Repairs and Maint- Comm Equip	Emergency Management Services	General Fund	4/22/2024	2,655.24
Ralph Helm Inc.	Repairs and Maint- Equipment	Emergency Management Services	General Fund	4/22/2024	26.97
JP Morgan Chase Bank N.A.	Repairs and Maint- Vehicles	Emergency Management Services	General Fund	4/22/2024	90.00
Fifth Third Bank	Conferences and Meetings	Emergency Management Services	General Fund	4/22/2024	96.52

Quill Corporation	Office Supplies	Emergency Management Services	General Fund	4/8/2024	150.58
Fifth Third Bank	Office Supplies	Emergency Management Services	General Fund	4/22/2024	462.42
State of IL Secretary of State	Operating Supplies	Emergency Management Services	General Fund	4/8/2024	115.00
Xanadu Emporium, Inc.	Operating Supplies	Emergency Management Services	General Fund	4/8/2024	750.00
JP Morgan Chase Bank N.A.	Operating Supplies	Emergency Management Services	General Fund	4/22/2024	35.00
Menards, Inc.	Operating Supplies	Emergency Management Services	General Fund	4/22/2024	98.04
Fifth Third Bank	Repairs and Maint- Vehicles	Environmental Management	General Fund	4/22/2024	10.00
WEX BANK	Fuel- Vehicles	Environmental Management	General Fund	4/22/2024	70.95
WEX BANK	Fuel- Vehicles	Environmental Management	General Fund	4/22/2024	25.08
WEX BANK	Fuel- Vehicles	Environmental Management	General Fund	4/22/2024	73.79
Chicago Title Company, LLC	Contractual/Consulting Services	Development	General Fund	4/8/2024	703.00
Planet Depos, LLC	Contractual/Consulting Services	Development	General Fund	4/8/2024	1,187.25
Impact Networking, LLC	Repairs and Maint- Copiers	Development	General Fund	4/22/2024	76.76
Geneva Car Wash & Mini Mart	Repairs and Maint- Vehicles	Development	General Fund	4/22/2024	65.00
Paddock Publications (Daily Herald)	Legal Printing	Development	General Fund	4/8/2024	374.90
Fifth Third Bank	Conferences and Meetings	Development	General Fund	4/22/2024	190.00
David F. Schultz	Employee Mileage Expense	Development	General Fund	4/22/2024	24.79
Warehouse Direct, Inc.	Office Supplies	Development	General Fund	4/8/2024	18.36
Warehouse Direct, Inc.	Office Supplies	Development	General Fund	4/8/2024	25.40
Warehouse Direct, Inc.	Office Supplies	Development	General Fund	4/8/2024	190.66
Warehouse Direct, Inc.	Office Supplies	Development	General Fund	4/22/2024	25.96
Warehouse Direct, Inc.	Office Supplies	Development	General Fund	4/22/2024	281.44
Uline	Office Supplies	Development	General Fund	4/22/2024	4,592.58
Uline	Office Supplies	Development	General Fund	4/22/2024	113.40
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	Development	General Fund	4/8/2024	20.15
Fifth Third Bank	Operating Supplies	Development	General Fund	4/22/2024	67.99
WEX BANK	Fuel- Vehicles	Development	General Fund	4/22/2024	868.91
Camic, Johnson, Ltd	Contractual/Consulting Services	Development	General Fund	4/22/2024	400.00
The Pitney Bowes Bank Inc dba The Pitney Bowes Res	Postage	Other- Countywide Expenses	General Fund	4/4/2024	150,000.00
FedEx	Postage	Other- Countywide Expenses	General Fund	4/8/2024	26.13
FedEx	Postage	Other- Countywide Expenses	General Fund	4/22/2024	183.42
FedEx	Postage	Other- Countywide Expenses	General Fund	4/22/2024	994.57
FedEx	Postage	Other- Countywide Expenses	General Fund	4/22/2024	631.46
FedEx	Postage	Other- Countywide Expenses	General Fund	4/22/2024	68.74
Dell Marketing LP	Software Licensing Cost	Other- Countywide Expenses	General Fund	4/22/2024	114.64
Dell Marketing LP	Software Licensing Cost	Other- Countywide Expenses	General Fund	4/22/2024	3,563.62
Fifth Third Bank	Software Licensing Cost	Other- Countywide Expenses	General Fund	4/22/2024	28,420.36
Fifth Third Bank	Software Licensing Cost	Other- Countywide Expenses	General Fund	4/22/2024	1,155.40
Fifth Third Bank	Software Licensing Cost	Other- Countywide Expenses	General Fund	4/22/2024	612.00
Fifth Third Bank	Telephone	Other- Countywide Expenses	General Fund	4/22/2024	57.45
PTS Communications, Inc.	Telephone	Other- Countywide Expenses	General Fund	4/22/2024	100.00
Verizon Wireless	Cellular Phone	Other- Countywide Expenses	General Fund	4/8/2024	36,056.62
AT&T Mobility	Cellular Phone	Other- Countywide Expenses	General Fund	4/22/2024	47.31
AT&T Mobility	Cellular Phone	Other- Countywide Expenses	General Fund	4/22/2024	72.48
Spok, Inc. (USA Mobility Wireless Inc)	Cellular Phone	Other- Countywide Expenses	General Fund	4/22/2024	229.36
Spok, Inc. (USA Mobility Wireless Inc)	Cellular Phone	Other- Countywide Expenses	General Fund	4/22/2024	12.03
T-Mobile USA, Inc.	Cellular Phone	Other- Countywide Expenses	General Fund	4/22/2024	47.20
Corey Malis	Internet	Other- Countywide Expenses	General Fund	4/8/2024	65.00
Adam Tedder	Internet	Other- Countywide Expenses	General Fund	4/8/2024	99.58
John Zakosek	Internet	Other- Countywide Expenses	General Fund	4/8/2024	190.00
Blair Peters	Internet	Other- Countywide Expenses	General Fund	4/22/2024	170.00
Jill Allen Reed	Internet	Other- Countywide Expenses	General Fund	4/22/2024	38.50
Brooke Roff	Internet	Other- Countywide Expenses	General Fund	4/22/2024	95.00
Lindsey Brusky	Internet	Other- Countywide Expenses	General Fund	4/22/2024	242.00
Thomas Cunningham	Internet	Other- Countywide Expenses	General Fund	4/22/2024	55.00
Andrew Dohr	Internet	Other- Countywide Expenses	General Fund	4/22/2024	69.95
Stephen Dolewski	Internet	Other- Countywide Expenses	General Fund	4/22/2024	89.99

Darin P. Earl	Internet	Other- Countywide Expenses	General Fund	4/22/2024	114.99
Gary Erickson	Internet	Other- Countywide Expenses	General Fund	4/22/2024	84.99
Fifth Third Bank	Internet	Other- Countywide Expenses	General Fund	4/22/2024	129.98
Fifth Third Bank	Internet	Other- Countywide Expenses	General Fund	4/22/2024	330.98
Fifth Third Bank	Internet	Other- Countywide Expenses	General Fund	4/22/2024	2,992.96
Christopher R. Hemesath	Internet	Other- Countywide Expenses	General Fund	4/22/2024	79.95
Kurt D. Lebo	Internet	Other- Countywide Expenses	General Fund	4/22/2024	96.00
CCMSI	Project Administration Services	Human Resource Management	Insurance Liability	4/22/2024	17,815.00
C&D Autobody Repair, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	4/8/2024	2,284.86
Physicians Immediate Care North Chicago, LLC	Liability Insurance	Human Resource Management	Insurance Liability	4/8/2024	8.00
Spike Body Werks Inc dba Carstar Geneva Body Shop	Liability Insurance	Human Resource Management	Insurance Liability	4/8/2024	3,902.99
State Street Collision, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	4/22/2024	8,622.60
West Bend Mutual Insurance Company	Liability Insurance	Human Resource Management	Insurance Liability	4/22/2024	20.00
CCMSI	Liability Insurance	Human Resource Management	Insurance Liability	4/22/2024	13,371.01
CCMSI	Workers Compensation	Human Resource Management	Insurance Liability	4/22/2024	30,520.13
CCMSI	Workers Compensation	Human Resource Management	Insurance Liability	4/22/2024	48,124.08
Matthew J Goncher	Workers Compensation	Human Resource Management	Insurance Liability	4/22/2024	859.98
Vocamotive, Inc.	Contractual/Consulting Services	State's Attorney	Insurance Liability	4/8/2024	3,000.00
Kenneth C. Shepro	Legal Services	State's Attorney	Insurance Liability	4/8/2024	7,000.00
Kenneth C. Shepro	Legal Services	State's Attorney	Insurance Liability	4/22/2024	7,000.00
The Sotos Law Firm, P.C	Legal Services	State's Attorney	Insurance Liability	4/22/2024	1,528.00
The Sotos Law Firm, P.C	Legal Services	State's Attorney	Insurance Liability	4/22/2024	14,813.50
Edgar K. Collison Law Offices, Ltd.	Legal Services	State's Attorney	Insurance Liability	4/22/2024	4,000.00
Franco & Moroney LLC dba Franco Moroney Buenik LLC	Legal Services	State's Attorney	Insurance Liability	4/22/2024	3,461.50
Franco & Moroney LLC dba Franco Moroney Buenik LLC	Legal Services	State's Attorney	Insurance Liability	4/22/2024	107.50
Hervas Condon & Bersani PC	Legal Services	State's Attorney	Insurance Liability	4/22/2024	5,580.84
Klein, Thorpe & Jenkins, LTD.	Legal Services	State's Attorney	Insurance Liability	4/22/2024	630.00
Laner Muchin Ltd	Legal Services	State's Attorney	Insurance Liability	4/22/2024	9,821.25
Laner Muchin Ltd	Legal Services	State's Attorney	Insurance Liability	4/22/2024	7,728.25
		State's Attorney	Insurance Liability	4/22/2024	1,127.60
		State's Attorney	Insurance Liability	4/22/2024	350.00
Chronicle Media, LLC	Legal Trial Notices	State's Attorney	Insurance Liability	4/22/2024	210.00
Chronicle Media, LLC	Legal Trial Notices	State's Attorney	Insurance Liability	4/22/2024	120.00
Chronicle Media, LLC	Legal Trial Notices	State's Attorney	Insurance Liability	4/22/2024	240.00
		State's Attorney	Insurance Liability	4/22/2024	500.00
Impact Networking, LLC	Repairs and Maint- Copiers	State's Attorney	Insurance Liability	4/22/2024	210.10
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	State's Attorney	Insurance Liability	4/22/2024	143.67
Fifth Third Bank	Employee Training	State's Attorney	Insurance Liability	4/22/2024	1,800.00
JP Morgan Chase Bank N.A.	Employee Training	State's Attorney	Insurance Liability	4/22/2024	429.00
JP Morgan Chase Bank N.A.	Office Supplies	State's Attorney	Insurance Liability	4/22/2024	357.35
The Sidwell Company	Repairs and Maint- Computers	Information Technologies	Geographic Information Systems	4/22/2024	5,255.43
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Information Technologies	Geographic Information Systems	4/8/2024	11.57
Rachel L. Hall	Tuition Reimbursement	County Board	Grand Victoria Casino Elgin	4/22/2024	1,539.00
Defin.Net Solutions Inc	Contractual/Consulting Services	Other- Countywide Expenses	Public Safety Sales Tax	4/8/2024	10,500.00
Tyler Technologies, Inc. (New World)	Software Licensing Cost	Other- Countywide Expenses	Public Safety Sales Tax	4/22/2024	10,610.50
NAT Tech Inc. (National Technologies NTI)	Communications Equipment	Other- Countywide Expenses	Public Safety Sales Tax	4/22/2024	34,775.00
USIC Locating Services LLC	Communications Equipment	Other- Countywide Expenses	Public Safety Sales Tax	4/22/2024	896.61
Defin.Net Solutions Inc	Contractual/Consulting Services	Other- Countywide Expenses	Judicial Technology Sales Tax	4/8/2024	9,500.00
Government Finance Officers Assn (GFOA)	Conferences and Meetings	Treasurer/Collector	Tax Sale Automation	4/8/2024	150.00
Government Finance Officers Assn (GFOA)	Conferences and Meetings	Treasurer/Collector	Tax Sale Automation	4/8/2024	150.00
Land-Code LLC	Contractual/Consulting Services	Recorder	Recorder's Automation	4/22/2024	4,500.00
Land-Code LLC	Contractual/Consulting Services	Recorder	Recorder's Automation	4/22/2024	28,000.00
Gordon Flesch Company Inc	Repairs and Maint- Copiers	Recorder	Recorder's Automation	4/22/2024	18.13
HOV Services Inc dba an Exela Technologies Co.	Operating Supplies	Recorder	Recorder's Automation	4/8/2024	366.13
Land-Code LLC	Computer Related Supplies	Recorder	Recorder's Automation	4/22/2024	447.85
Park Place Technologies, LLC	Computer Related Supplies	Recorder	Recorder's Automation	4/22/2024	4,221.24
Accurate Document Destruction Inc (GROOT)	Destruction of Records Services	Circuit Clerk	Court Document Storage	4/22/2024	509.89

Canon Solutions America Inc	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	4/8/2024	46.49
Canon Solutions America Inc	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	4/8/2024	18.24
Impact Networking, LLC	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	4/8/2024	152.90
Canon Solutions America Inc	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	4/22/2024	85.90
Theresa (Terri) Wells	Court Reporter Costs	State's Attorney	Drug Prosecution	4/8/2024	84.00
Margaret (Peggy) R. Beddard	Court Reporter Costs	State's Attorney	Drug Prosecution	4/8/2024	372.00
Dana D. Bollman	Court Reporter Costs	State's Attorney	Drug Prosecution	4/22/2024	72.00
Dana D. Bollman	Court Reporter Costs	State's Attorney	Drug Prosecution	4/22/2024	76.00
Melissa K. Anderko	Court Reporter Costs	State's Attorney	Drug Prosecution	4/22/2024	284.00
Fifth Third Bank	Conferences and Meetings	State's Attorney	Weed and Seed	4/22/2024	38.96
		State's Attorney	Child Advocacy Center	4/22/2024	78.65
Theresa (Terri) Wells	Court Reporter Costs	State's Attorney	Child Advocacy Center	4/8/2024	84.00
Dana D. Bollman	Court Reporter Costs	State's Attorney	Child Advocacy Center	4/22/2024	136.00
MaryJo D'Avola	Court Reporter Costs	State's Attorney	Child Advocacy Center	4/22/2024	41.50
MaryJo D'Avola	Court Reporter Costs	State's Attorney	Child Advocacy Center	4/22/2024	104.00
Deborah L. Conley LTD	Counseling Services	State's Attorney	Child Advocacy Center	4/22/2024	600.00
Julie Turner	Counseling Services	State's Attorney	Child Advocacy Center	4/22/2024	2,200.00
Impact Networking, LLC	Repairs and Maint- Copiers	State's Attorney	Child Advocacy Center	4/22/2024	420.20
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	State's Attorney	Child Advocacy Center	4/22/2024	21.66
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	State's Attorney	Child Advocacy Center	4/22/2024	26.50
JP Morgan Chase Bank N.A.	Conferences and Meetings	State's Attorney	Child Advocacy Center	4/22/2024	700.00
Fifth Third Bank	Employee Training	State's Attorney	Child Advocacy Center	4/22/2024	2,563.00
Fifth Third Bank	Office Supplies	State's Attorney	Child Advocacy Center	4/22/2024	22.98
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	State's Attorney	Child Advocacy Center	4/8/2024	46.09
Fifth Third Bank	Operating Supplies	State's Attorney	Child Advocacy Center	4/22/2024	34.34
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	State's Attorney	Child Advocacy Center	4/22/2024	84.70
Fifth Third Bank	Computer Software- Non Capital	State's Attorney	Child Advocacy Center	4/22/2024	15.99
WEX BANK	Fuel- Vehicles	State's Attorney	Child Advocacy Center	4/22/2024	180.98
Via Carlita, LLC dba Hawk Ford of St. Charles	Automotive Equipment	State's Attorney	Child Advocacy Center	4/22/2024	36,046.03
Via Carlita, LLC dba Hawk Ford of St. Charles	Automotive Equipment	State's Attorney	Child Advocacy Center	4/22/2024	35,051.03
LAN Marketing LTD dba LAN Office Furnishings	Office Equipment - Non Capital	Public Defender	Public Defender Special Fund	4/22/2024	20,913.44
JP Morgan Chase Bank N.A.	Miscellaneous Contractual Exp	Emergency Management Services	EMA Volunteer Fund	4/22/2024	1,406.09
Eagle Engraving, Inc.	Operating Supplies	Emergency Management Services	KC Emergency Planning	4/8/2024	138.00
Ingrid Rivera Gonzalez	Professional Services	Law Library	Law Library	4/8/2024	149.50
Ingrid Rivera Gonzalez	Professional Services	Law Library	Law Library	4/8/2024	153.40
Ingrid Rivera Gonzalez	Professional Services	Law Library	Law Library	4/8/2024	149.50
Ingrid Rivera Gonzalez	Professional Services	Law Library	Law Library	4/8/2024	153.40
Ingrid Rivera Gonzalez	Professional Services	Law Library	Law Library	4/22/2024	149.50
Ingrid Rivera Gonzalez	Professional Services	Law Library	Law Library	4/22/2024	149.50
Ingrid Rivera Gonzalez	Professional Services	Law Library	Law Library	4/22/2024	149.50
Ingrid Rivera Gonzalez	Professional Services	Law Library	Law Library	4/22/2024	172.90
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Law Library	Law Library	4/8/2024	114.69
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Law Library	Law Library	4/8/2024	341.78
Halle Eichert	Employee Mileage Expense	Law Library	Law Library	4/8/2024	249.24
Ellen Fultz-Schmid	Employee Mileage Expense	Law Library	Law Library	4/8/2024	36.18
Dasha Pates	Employee Mileage Expense	Law Library	Law Library	4/8/2024	74.37
RELX Inc. dba LexisNexis	Miscellaneous Contractual Exp	Law Library	Law Library	4/8/2024	855.00
RELX Inc. dba LexisNexis	Miscellaneous Contractual Exp	Law Library	Law Library	4/8/2024	1,320.00
RELX Inc. dba LexisNexis	Miscellaneous Contractual Exp	Law Library	Law Library	4/8/2024	1,320.00
RELX Inc. dba LexisNexis	Miscellaneous Contractual Exp	Law Library	Law Library	4/8/2024	855.00
RELX Inc. dba LexisNexis	Miscellaneous Contractual Exp	Law Library	Law Library	4/22/2024	855.00
RELX Inc. dba LexisNexis	Miscellaneous Contractual Exp	Law Library	Law Library	4/22/2024	1,320.00
Fifth Third Bank	Office Supplies	Law Library	Law Library	4/22/2024	262.07
Lucidea Technologies U.S. Corp.	Computer Related Supplies	Law Library	Law Library	4/8/2024	4,182.00
Today's Business Solutions (TBS)	Computer Related Supplies	Law Library	Law Library	4/8/2024	403.80
Illinois Institute for Continuing Legal Ed (IICLE)	Books and Subscriptions	Law Library	Law Library	4/8/2024	138.75
Illinois Institute for Continuing Legal Ed (IICLE)	Books and Subscriptions	Law Library	Law Library	4/8/2024	127.50

Illinois Institute for Continuing Legal Ed (IICLE)	Books and Subscriptions	Law Library	Law Library	4/8/2024	33.75
Illinois Institute for Continuing Legal Ed (IICLE)	Books and Subscriptions	Law Library	Law Library	4/8/2024	108.75
Illinois Institute for Continuing Legal Ed (IICLE)	Books and Subscriptions	Law Library	Law Library	4/8/2024	52.68
Illinois Institute for Continuing Legal Ed (IICLE)	Books and Subscriptions	Law Library	Law Library	4/8/2024	105.00
Illinois Institute for Continuing Legal Ed (IICLE)	Books and Subscriptions	Law Library	Law Library	4/8/2024	108.75
Illinois Institute for Continuing Legal Ed (IICLE)	Books and Subscriptions	Law Library	Law Library	4/8/2024	135.00
Illinois Institute for Continuing Legal Ed (IICLE)	Books and Subscriptions	Law Library	Law Library	4/8/2024	60.00
Illinois Institute for Continuing Legal Ed (IICLE)	Books and Subscriptions	Law Library	Law Library	4/8/2024	131.25
Illinois Institute for Continuing Legal Ed (IICLE)	Books and Subscriptions	Law Library	Law Library	4/8/2024	67.50
Illinois Institute for Continuing Legal Ed (IICLE)	Books and Subscriptions	Law Library	Law Library	4/8/2024	75.00
Illinois State Bar Association	Books and Subscriptions	Law Library	Law Library	4/8/2024	38.92
Matthew Bender & Co. dba LexisNexis Matthew Bender	Books and Subscriptions	Law Library	Law Library	4/8/2024	1,742.07
Matthew Bender & Co. dba LexisNexis Matthew Bender	Books and Subscriptions	Law Library	Law Library	4/8/2024	59.44
Matthew Bender & Co. dba LexisNexis Matthew Bender	Books and Subscriptions	Law Library	Law Library	4/8/2024	347.31
Matthew Bender & Co. dba LexisNexis Matthew Bender	Books and Subscriptions	Law Library	Law Library	4/8/2024	1,893.24
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	Law Library	Law Library	4/8/2024	3,910.20
Matthew Bender & Co. dba LexisNexis Matthew Bender	Books and Subscriptions	Law Library	Law Library	4/22/2024	870.34
Fifth Third Bank	Food	Law Library	Law Library	4/22/2024	490.47
Fifth Third Bank	Operating Supplies	Sheriff	Cannabis Regulation - Local	4/22/2024	1,540.00
Motorola Solutions Inc	Contractual/Consulting Services	Kane Comm	Kane Comm	4/22/2024	1,400.00
Dell Marketing LP	Repairs and Maint- Computers	Kane Comm	Kane Comm	4/8/2024	962.79
Dell Marketing LP	Repairs and Maint- Computers	Kane Comm	Kane Comm	4/8/2024	2,203.98
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Kane Comm	Kane Comm	4/8/2024	322.27
Motorola Solutions Inc	Repairs and Maint- Comm Equip	Kane Comm	Kane Comm	4/8/2024	109,621.27
TalkPoint Technologies, Inc.	Repairs and Maint- Comm Equip	Kane Comm	Kane Comm	4/8/2024	2,133.65
TalkPoint Technologies, Inc.	Repairs and Maint- Comm Equip	Kane Comm	Kane Comm	4/22/2024	2,698.85
Evans Consoles Incorporated	Repairs and Maint- Comm Equip	Kane Comm	Kane Comm	4/22/2024	3,400.00
Fifth Third Bank	Repairs and Maint- Comm Equip	Kane Comm	Kane Comm	4/22/2024	1,283.66
Michelle Guthrie	Conferences and Meetings	Kane Comm	Kane Comm	4/22/2024	266.94
Sarah Stoffa	Conferences and Meetings	Kane Comm	Kane Comm	4/22/2024	684.92
Andrew Baumann	Employee Mileage Expense	Kane Comm	Kane Comm	4/22/2024	542.70
Michelle Guthrie	Employee Mileage Expense	Kane Comm	Kane Comm	4/22/2024	25.59
Fifth Third Bank	General Association Dues	Kane Comm	Kane Comm	4/22/2024	104.00
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Kane Comm	Kane Comm	4/8/2024	54.47
Warehouse Direct, Inc.	Office Supplies	Kane Comm	Kane Comm	4/8/2024	149.75
Fifth Third Bank	Office Supplies	Kane Comm	Kane Comm	4/22/2024	74.58
Andrew Baumann	Operating Supplies	Kane Comm	Kane Comm	4/22/2024	8.98
Fifth Third Bank	Operating Supplies	Kane Comm	Kane Comm	4/22/2024	196.30
Fifth Third Bank	Computer Related Supplies	Kane Comm	Kane Comm	4/22/2024	78.58
Fifth Third Bank	Employee Recognition Supplies	Kane Comm	Kane Comm	4/22/2024	382.07
Lighthouse Recovery, Inc.	Contractual/Consulting Services	Court Services	Probation Services	4/8/2024	150.00
Lighthouse Recovery, Inc.	Contractual/Consulting Services	Court Services	Probation Services	4/8/2024	150.00
Care Clinics Inc	Contractual/Consulting Services	Court Services	Probation Services	4/8/2024	125.00
Care Clinics Inc	Contractual/Consulting Services	Court Services	Probation Services	4/8/2024	100.00
Keith Smith	Contractual/Consulting Services	Court Services	Probation Services	4/8/2024	3,850.00
Care Clinics Inc	Contractual/Consulting Services	Court Services	Probation Services	4/22/2024	125.00
Language Line Services	Contractual/Consulting Services	Court Services	Probation Services	4/22/2024	2,349.61
Language Line Services	Contractual/Consulting Services	Court Services	Probation Services	4/22/2024	3,437.24
Nickerson & Associates P C	Contractual/Consulting Services	Court Services	Probation Services	4/22/2024	24,795.00
Associates in Behavioral Health Care ABC - DUI	Contractual/Consulting Services	Court Services	Probation Services	4/22/2024	150.00
Associates in Behavioral Health Care ABC - DUI	Psychological/Psychiatric Srvs	Court Services	Probation Services	4/8/2024	800.00
Associates in Behavioral Health Care ABC - DUI	Psychological/Psychiatric Srvs	Court Services	Probation Services	4/8/2024	900.00
Associates in Behavioral Health Care ABC - DUI	Psychological/Psychiatric Srvs	Court Services	Probation Services	4/8/2024	650.00
About Change Counseling	Psychological/Psychiatric Srvs	Court Services	Probation Services	4/8/2024	150.00
About Change Counseling	Psychological/Psychiatric Srvs	Court Services	Probation Services	4/8/2024	360.00
About Change Counseling	Psychological/Psychiatric Srvs	Court Services	Probation Services	4/8/2024	50.00
About Change Counseling	Psychological/Psychiatric Srvs	Court Services	Probation Services	4/8/2024	138.00

Braden Counseling Center, P.C.	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/8/2024	395.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/8/2024	50.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/8/2024	120.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/8/2024	80.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/8/2024	85.00
Ecker Center for Mental Health	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/8/2024	160.00
Tools for Life, Ltd	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/8/2024	650.00
Tools for Life, Ltd	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/8/2024	70.00
Tools for Life, Ltd	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/8/2024	40.00
Tools for Life, Ltd	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/8/2024	620.00
Tools for Life, Ltd	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/8/2024	465.00
Tools for Life, Ltd	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/8/2024	465.00
Tools for Life, Ltd	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/8/2024	340.00
Ecker Center for Mental Health	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/22/2024	130.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/22/2024	85.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/22/2024	85.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/22/2024	85.00
Sarah's Inn	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/22/2024	300.00
Kuhn Counseling Center, P.C.	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/22/2024	375.00
Community Crisis Center Inc	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/22/2024	70.00
Community Crisis Center Inc	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/22/2024	105.00
Community Crisis Center Inc	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/22/2024	70.00
Community Crisis Center Inc	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/22/2024	105.00
Community Crisis Center Inc	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/22/2024	70.00
Community Crisis Center Inc	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/22/2024	140.00
Community Crisis Center Inc	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/22/2024	70.00
Community Crisis Center Inc	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/22/2024	70.00
Community Crisis Center Inc	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/22/2024	70.00
Community Crisis Center Inc	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/22/2024	140.00
Community Crisis Center Inc	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/22/2024	105.00
Community Crisis Center Inc	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/22/2024	105.00
Community Crisis Center Inc	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/22/2024	35.00
Community Crisis Center Inc	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/22/2024	70.00
Community Crisis Center Inc	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/22/2024	175.00
Community Crisis Center Inc	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/22/2024	100.00
Community Crisis Center Inc	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/22/2024	70.00
Addiction Recovery Services, Inc.	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/22/2024	360.00
Addiction Recovery Services, Inc.	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/22/2024	320.00
Addiction Recovery Services, Inc.	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/22/2024	360.00
Addiction Recovery Services, Inc.	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/22/2024	200.00
Associates in Behavioral Health Care ABC - DUI	Psychological/Psychiatric Svcs	Court Services	Probation Services	4/22/2024	500.00
Tyler Technologies, Inc. (New World)	Software Licensing Cost	Court Services	Probation Services	4/8/2024	228,000.00
cFive Solutions Inc.	Software Licensing Cost	Court Services	Probation Services	4/22/2024	16,535.69
Fifth Third Bank	Software Licensing Cost	Court Services	Probation Services	4/22/2024	6,831.00
Eagle Eye Polygraph, LLC	Polygraph Testing	Court Services	Probation Services	4/22/2024	300.00
Fifth Third Bank	Incentives	Court Services	Probation Services	4/22/2024	1,800.00
Ecker Center for Mental Health	Contractual/Consulting Services	Court Services	Drug Court Special Resources	4/22/2024	370.08
Ecker Center for Mental Health	Contractual/Consulting Services	Court Services	Drug Court Special Resources	4/22/2024	1,250.00
Gateway Foundation	Contractual/Consulting Services	Court Services	Drug Court Special Resources	4/22/2024	1,670.00
Gateway Foundation	Contractual/Consulting Services	Court Services	Drug Court Special Resources	4/22/2024	1,670.00
Community Crisis Center Inc	Psychological/Psychiatric Svcs	Court Services	Drug Court Special Resources	4/22/2024	70.00
PharmChem, Inc.	Lab Services	Court Services	Drug Court Special Resources	4/8/2024	95.85
Redwood Toxicology Inc.	Lab Services	Court Services	Drug Court Special Resources	4/8/2024	6,794.46
Redwood Toxicology Inc.	Lab Services	Court Services	Drug Court Special Resources	4/22/2024	4,999.90
Serenity House Counseling Services, Inc.	Halfway House	Court Services	Drug Court Special Resources	4/22/2024	340.00
Serenity House Counseling Services, Inc.	Halfway House	Court Services	Drug Court Special Resources	4/22/2024	340.00

Serenity House Counseling Services, Inc.	Halfway House	Court Services	Drug Court Special Resources	4/22/2024	340.00
Serenity House Counseling Services, Inc.	Halfway House	Court Services	Drug Court Special Resources	4/22/2024	340.00
TPH, LLC	Halfway House	Court Services	Drug Court Special Resources	4/22/2024	480.00
Gateway Foundation	Residential Treatment	Court Services	Drug Court Special Resources	4/22/2024	16,236.00
Gateway Foundation	Residential Treatment	Court Services	Drug Court Special Resources	4/22/2024	14,652.00
Gateway Foundation	Residential Treatment	Court Services	Drug Court Special Resources	4/22/2024	5,148.00
Fifth Third Bank	Conferences and Meetings	Court Services	Drug Court Special Resources	4/22/2024	266.19
Warehouse Direct, Inc.	Office Supplies	Court Services	Drug Court Special Resources	4/8/2024	62.28
Fifth Third Bank	Operating Supplies	Court Services	Drug Court Special Resources	4/22/2024	159.95
Midwest Awards Corporation	Operating Supplies	Court Services	Drug Court Special Resources	4/22/2024	83.78
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	Court Services	Drug Court Special Resources	4/8/2024	156.88
Fifth Third Bank	Books and Subscriptions	Court Services	Drug Court Special Resources	4/22/2024	80.83
Fifth Third Bank	Sanction Incentives	Court Services	Drug Court Special Resources	4/22/2024	1,306.25
Fifth Third Bank	Sanction Incentives	Court Services	Drug Court Special Resources	4/22/2024	158.28
Fifth Third Bank	Peer Group Activities Supplies	Court Services	Drug Court Special Resources	4/22/2024	89.99
Copy King Office Solutions Inc	Miscellaneous Contractual Exp	Coroner	Coroner Administration	4/8/2024	320.55
Patten Industries Power Dry of Chicago dba Chicago Water & Fire Rest	Miscellaneous Contractual Exp	Coroner	Coroner Administration	4/22/2024	100.00
Patten Industries Power Dry of Chicago dba Chicago Water & Fire Rest	Miscellaneous Contractual Exp	Coroner	Coroner Administration	4/22/2024	100.00
Patten Industries Power Dry of Chicago dba Chicago Water & Fire Rest	Miscellaneous Contractual Exp	Coroner	Coroner Administration	4/22/2024	100.00
Patten Industries Power Dry of Chicago dba Chicago Water & Fire Rest	Miscellaneous Contractual Exp	Coroner	Coroner Administration	4/22/2024	100.00
Stericycle, Inc.	Miscellaneous Contractual Exp	Coroner	Coroner Administration	4/22/2024	498.61
Toshiba Business Solutions, Inc.	Operating Supplies	Coroner	Coroner Administration	4/8/2024	14.45
Fifth Third Bank	Operating Supplies	Coroner	Coroner Administration	4/22/2024	722.65
Marberry Cleaners & Launderers	Operating Supplies	Coroner	Coroner Administration	4/22/2024	170.13
Fifth Third Bank	Uniform Supplies	Coroner	Coroner Administration	4/22/2024	124.95
KyMack Corp dba Fully Promoted of St. Charles	Uniform Supplies	Coroner	Coroner Administration	4/22/2024	102.00
KyMack Corp dba Fully Promoted of St. Charles	Uniform Supplies	Coroner	Coroner Administration	4/22/2024	112.00
KyMack Corp dba Fully Promoted of St. Charles	Uniform Supplies	Coroner	Coroner Administration	4/22/2024	48.00
DuPage Salt Company	Contractual/Consulting Services	Animal Control	Animal Control	4/22/2024	18.60
Waste Management of Illinois - West	Contractual/Consulting Services	Animal Control	Animal Control	4/22/2024	113.54
Fifth Third Bank	Veterinarian Services	Animal Control	Animal Control	4/22/2024	640.15
JP Morgan Chase Bank N.A.	Veterinarian Services	Animal Control	Animal Control	4/22/2024	190.55
HLP, Inc.	Software Licensing Cost	Animal Control	Animal Control	4/22/2024	1,177.10
HLP, Inc.	Software Licensing Cost	Animal Control	Animal Control	4/22/2024	3,840.00
Ashland Door Solutions, LLC	Repairs and Maint- Buildings	Animal Control	Animal Control	4/22/2024	240.00
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Animal Control	Animal Control	4/22/2024	24.44
Fifth Third Bank	Office Supplies	Animal Control	Animal Control	4/22/2024	176.72
Fifth Third Bank	Operating Supplies	Animal Control	Animal Control	4/22/2024	173.28
JP Morgan Chase Bank N.A.	Operating Supplies	Animal Control	Animal Control	4/22/2024	274.00
City of Geneva	Utilities- Water	Animal Control	Animal Control	4/22/2024	401.75
Midwest Veterinary Supply Inc	Animal Care Supplies	Animal Control	Animal Control	4/8/2024	168.38
Midwest Veterinary Supply Inc	Animal Care Supplies	Animal Control	Animal Control	4/22/2024	335.56
Midwest Veterinary Supply Inc	Animal Care Supplies	Animal Control	Animal Control	4/22/2024	306.84
Fifth Third Bank	Medical Supplies and Drugs	Animal Control	Animal Control	4/22/2024	1,533.46
Midwest Veterinary Supply Inc	Medical Supplies and Drugs	Animal Control	Animal Control	4/22/2024	43.92
Midwest Veterinary Supply Inc	Medical Supplies and Drugs	Animal Control	Animal Control	4/22/2024	194.78
Midwest Veterinary Supply Inc	Medical Supplies and Drugs	Animal Control	Animal Control	4/22/2024	147.61
WCP Financials LLC	Utilities- Electric	Animal Control	Animal Control	4/8/2024	106.98
City of Geneva	Utilities- Electric	Animal Control	Animal Control	4/22/2024	219.88
WEX BANK	Fuel- Vehicles	Animal Control	Animal Control	4/22/2024	806.80
Hampshire Township	Township Payable- Hampshire		County Highway	4/8/2024	268.00
Rutland Township-Road District	Township Payable- Rutland		County Highway	4/8/2024	628.00
Dundee Township	Township Payable- Dundee		County Highway	4/8/2024	148.00
Burlington Township	Township Payable- Burlington		County Highway	4/8/2024	120.00
Plato Township	Township Payable- Plato		County Highway	4/8/2024	576.00
Virgil Township	Township Payable- Virgil		County Highway	4/8/2024	40.00
St. Charles Township	Township Payable- St. Charles		County Highway	4/8/2024	588.00

Kaneville Township	Township Payable- Kaneville		County Highway	4/8/2024	992.00
Blackberry Township / Road District	Township Payable- Blackberry		County Highway	4/22/2024	952.00
Big Rock Township Road District	Township Payable- Big Rock		County Highway	4/8/2024	40.00
Sugar Grove Township Road District	Township Payable- Sugar Grove		County Highway	4/8/2024	108.00
Aurora Township	Township Payable- Aurora		County Highway	4/8/2024	268.00
Batavia Township	Township Payable- Batavia		County Highway	4/8/2024	80.00
Sugar Grove Township Road District	Engineering Fees	Transportation	County Highway	4/8/2024	2,000.00
Christopher B. Burke Engineering, Ltd.	Engineering Services	Transportation	County Highway	4/22/2024	1,625.50
Christopher B. Burke Engineering, Ltd.	Engineering Services	Transportation	County Highway	4/22/2024	12,138.08
Christopher B. Burke Engineering, Ltd.	Engineering Services	Transportation	County Highway	4/22/2024	8,180.50
Christopher B. Burke Engineering, Ltd.	Engineering Services	Transportation	County Highway	4/22/2024	1,927.50
GIS Solutions Inc	Contractual/Consulting Services	Transportation	County Highway	4/8/2024	9,337.50
GIS Solutions Inc	Contractual/Consulting Services	Transportation	County Highway	4/22/2024	5,655.00
GIS Solutions Inc	Contractual/Consulting Services	Transportation	County Highway	4/22/2024	1,595.00
J Patrick Jaeger	Legal Services	Transportation	County Highway	4/8/2024	4,000.00
Diglet LLC	Software Licensing Cost	Transportation	County Highway	4/22/2024	250.00
Fifth Third Bank	Software Licensing Cost	Transportation	County Highway	4/22/2024	49.00
DS Services of America, Inc. dba Primo Water NA	Disposal and Water Softener Srvs	Transportation	County Highway	4/8/2024	220.29
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Transportation	County Highway	4/8/2024	479.70
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Transportation	County Highway	4/22/2024	499.20
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Transportation	County Highway	4/8/2024	1,250.00
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Transportation	County Highway	4/22/2024	937.50
Tri-County Garage Door, Inc.	Repairs and Maint- Buildings	Transportation	County Highway	4/8/2024	1,500.00
Urban Elevator Service LLC	Repairs and Maint- Buildings	Transportation	County Highway	4/22/2024	317.49
Peters Electric & Technology, Inc.	Repairs and Maint- Grounds	Transportation	County Highway	4/8/2024	1,215.00
Impact Networking, LLC	Repairs and Maint- Copiers	Transportation	County Highway	4/8/2024	35.20
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Transportation	County Highway	4/8/2024	105.69
Impact Networking, LLC	Repairs and Maint- Copiers	Transportation	County Highway	4/22/2024	53.90
Sunbelt Rentals	Repairs and Maint- Equipment	Transportation	County Highway	4/8/2024	277.50
Fifth Third Bank	Repairs and Maint- Equipment	Transportation	County Highway	4/22/2024	536.83
Elburn Radiator & Repair	Repairs and Maint- Vehicles	Transportation	County Highway	4/8/2024	120.00
Rush Truck Centers of Illinois, Inc.	Repairs and Maint- Vehicles	Transportation	County Highway	4/8/2024	217.80
Fifth Third Bank	Conferences and Meetings	Transportation	County Highway	4/22/2024	350.00
Fifth Third Bank	Conferences and Meetings	Transportation	County Highway	4/22/2024	104.00
George Kandathil	Conferences and Meetings	Transportation	County Highway	4/22/2024	70.60
Heidi Lichtenberger	Conferences and Meetings	Transportation	County Highway	4/22/2024	77.43
Thomas B. Rickert	Conferences and Meetings	Transportation	County Highway	4/22/2024	55.25
Thomas B. Rickert	Employee Mileage Expense	Transportation	County Highway	4/22/2024	60.30
Staples Business Advantage	Office Supplies	Transportation	County Highway	4/8/2024	48.47
Staples Business Advantage	Office Supplies	Transportation	County Highway	4/8/2024	33.10
The Tree House Inc	Office Supplies	Transportation	County Highway	4/8/2024	77.45
The Tree House Inc	Office Supplies	Transportation	County Highway	4/8/2024	86.90
Grainger Inc	Office Supplies	Transportation	County Highway	4/8/2024	305.23
JP Morgan Chase Bank N.A.	Office Supplies	Transportation	County Highway	4/22/2024	99.03
The Tree House Inc	Office Supplies	Transportation	County Highway	4/22/2024	81.80
Fifth Third Bank	Office Supplies	Transportation	County Highway	4/22/2024	138.74
Fifth Third Bank	Office Supplies	Transportation	County Highway	4/22/2024	555.04
Cintas Corporation	Operating Supplies	Transportation	County Highway	4/22/2024	337.61
Fifth Third Bank	Operating Supplies	Transportation	County Highway	4/22/2024	82.64
Fifth Third Bank	Operating Supplies	Transportation	County Highway	4/22/2024	86.58
JP Morgan Chase Bank N.A.	Operating Supplies	Transportation	County Highway	4/22/2024	212.90
Russo Power Equipment	Operating Supplies	Transportation	County Highway	4/22/2024	213.98
Culligan Tri City Soft Water	Buildings and Grounds Supplies	Transportation	County Highway	4/8/2024	90.00
Grainger Inc	Buildings and Grounds Supplies	Transportation	County Highway	4/8/2024	467.84
Grainger Inc	Buildings and Grounds Supplies	Transportation	County Highway	4/8/2024	163.06
McMaster-Carr Supply Co	Buildings and Grounds Supplies	Transportation	County Highway	4/8/2024	26.61
McMaster-Carr Supply Co	Buildings and Grounds Supplies	Transportation	County Highway	4/8/2024	77.70

McMaster-Carr Supply Co	Buildings and Grounds Supplies	Transportation	County Highway	4/22/2024	221.42
McMaster-Carr Supply Co	Buildings and Grounds Supplies	Transportation	County Highway	4/22/2024	991.73
Menards, Inc.	Buildings and Grounds Supplies	Transportation	County Highway	4/22/2024	25.58
Menards, Inc.	Buildings and Grounds Supplies	Transportation	County Highway	4/22/2024	271.07
Menards, Inc.	Buildings and Grounds Supplies	Transportation	County Highway	4/22/2024	462.42
Menards, Inc.	Buildings and Grounds Supplies	Transportation	County Highway	4/22/2024	9.99
Menards, Inc.	Buildings and Grounds Supplies	Transportation	County Highway	4/22/2024	636.59
Menards, Inc.	Buildings and Grounds Supplies	Transportation	County Highway	4/22/2024	358.00
Grainger Inc	Buildings and Grounds Supplies	Transportation	County Highway	4/22/2024	281.53
JP Morgan Chase Bank N.A.	Buildings and Grounds Supplies	Transportation	County Highway	4/22/2024	817.84
Fifth Third Bank	Buildings and Grounds Supplies	Transportation	County Highway	4/22/2024	21.95
Fifth Third Bank	Buildings and Grounds Supplies	Transportation	County Highway	4/22/2024	68.99
Acuity Specialty Products- Zep Manufacturing Co	Buildings and Grounds Supplies	Transportation	County Highway	4/22/2024	396.83
Skidril Industries, LLC	Tools	Transportation	County Highway	4/8/2024	850.00
Gasaway Distributors, Inc.	Liquid Salt	Transportation	County Highway	4/8/2024	2,566.14
Gasaway Distributors, Inc.	Liquid Salt	Transportation	County Highway	4/8/2024	-585.26
Priority Products, Inc.	Sign Material	Transportation	County Highway	4/8/2024	239.20
Priority Products, Inc.	Sign Material	Transportation	County Highway	4/22/2024	73.76
3M Company	Sign Material	Transportation	County Highway	4/22/2024	2,349.75
3M Company	Sign Material	Transportation	County Highway	4/22/2024	819.00
3M Company	Sign Material	Transportation	County Highway	4/22/2024	682.50
3M Company	Sign Material	Transportation	County Highway	4/22/2024	958.50
Menards, Inc.	Sign Material	Transportation	County Highway	4/22/2024	141.44
Osburn Associates, Inc.	Sign Material	Transportation	County Highway	4/22/2024	2,186.10
Constellation NewEnergy-Gas Division, LLC	Utilities- Natural Gas	Transportation	County Highway	4/8/2024	1,810.00
Constellation NewEnergy-Gas Division, LLC	Utilities- Natural Gas	Transportation	County Highway	4/22/2024	1,669.99
Nicor Gas	Utilities- Natural Gas	Transportation	County Highway	4/22/2024	571.10
Nicor Gas	Utilities- Natural Gas	Transportation	County Highway	4/22/2024	910.28
Constellation NewEnergy Inc.	Utilities- Electric	Transportation	County Highway	4/8/2024	2,508.99
Constellation NewEnergy Inc.	Utilities- Electric	Transportation	County Highway	4/8/2024	234.94
Constellation NewEnergy Inc.	Utilities- Electric	Transportation	County Highway	4/22/2024	67.26
Constellation NewEnergy Inc.	Utilities- Electric	Transportation	County Highway	4/22/2024	693.45
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	4/8/2024	52.04
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	4/8/2024	127.35
Constellation NewEnergy Inc.	Utilities- Intersect Lighting	Transportation	County Highway	4/8/2024	278.94
Constellation NewEnergy Inc.	Utilities- Intersect Lighting	Transportation	County Highway	4/8/2024	253.17
Constellation NewEnergy Inc.	Utilities- Intersect Lighting	Transportation	County Highway	4/8/2024	129.70
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/8/2024	3,628.36
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/8/2024	111.80
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/8/2024	106.96
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/8/2024	214.43
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/8/2024	214.89
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/8/2024	220.01
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/8/2024	175.84
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/8/2024	6.63
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/8/2024	54.80
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/8/2024	358.18
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/8/2024	172.36
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/8/2024	32.53
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/8/2024	36.73
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/8/2024	342.15
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/8/2024	299.21
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/8/2024	28.50
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/8/2024	13.70
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/8/2024	37.47
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/8/2024	26.79
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/8/2024	8.34

ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/8/2024	25.02
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/8/2024	257.71
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/8/2024	9.47
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/8/2024	2,955.01
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/8/2024	198.89
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/22/2024	74.48
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/22/2024	68.34
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/22/2024	122.92
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/22/2024	100.40
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/22/2024	26.38
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/22/2024	40.44
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/22/2024	25.02
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/22/2024	149.91
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/22/2024	3,321.54
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/22/2024	13.66
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4/22/2024	37.39
Constellation NewEnergy Inc.	Utilities- Intersect Lighting	Transportation	County Highway	4/22/2024	24.89
Constellation NewEnergy Inc.	Utilities- Intersect Lighting	Transportation	County Highway	4/22/2024	273.51
Constellation NewEnergy Inc.	Utilities- Intersect Lighting	Transportation	County Highway	4/22/2024	257.09
Constellation NewEnergy Inc.	Utilities- Intersect Lighting	Transportation	County Highway	4/22/2024	60.98
Constellation NewEnergy Inc.	Utilities- Intersect Lighting	Transportation	County Highway	4/22/2024	59.08
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	4/22/2024	105.82
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	4/22/2024	132.28
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	4/22/2024	92.72
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	4/22/2024	113.68
HR GREEN Inc (formerly SEC GROUP Inc)	Bridge Inspection	Transportation	County Bridge	4/8/2024	21,624.89
Suburban Teamsters of Northern Illinois	Teamsters Contribution	Transportation	Motor Fuel Tax	4/8/2024	63,168.00
BLA Inc	Engineering Services	Transportation	Motor Fuel Tax	4/8/2024	63,243.04
BLA Inc	Engineering Services	Transportation	Motor Fuel Tax	4/8/2024	17,139.61
Christopher B. Burke Engineering, Ltd.	Engineering Services	Transportation	Motor Fuel Tax	4/8/2024	54,996.39
Hampton Lenzini & Renwick, Inc. (HLR)	Engineering Services	Transportation	Motor Fuel Tax	4/8/2024	39,547.34
Hampton Lenzini & Renwick, Inc. (HLR)	Engineering Services	Transportation	Motor Fuel Tax	4/22/2024	40,114.86
HR GREEN Inc (formerly SEC GROUP Inc)	Engineering Services	Transportation	Motor Fuel Tax	4/22/2024	10,842.87
V3 Companies, Ltd	Engineering Services	Transportation	Motor Fuel Tax	4/22/2024	63,940.26
V3 Companies, Ltd	Engineering Services	Transportation	Motor Fuel Tax	4/22/2024	43,452.21
Martam Construction Inc	Road Construction	Transportation	Motor Fuel Tax	4/8/2024	239,550.51
State of IL Treasurer - IDOT	Road Construction	Transportation	Motor Fuel Tax	4/8/2024	2,738,266.88
Michael Baker International Inc	Engineering Services	Transportation	Motor Fuel Local Option	4/8/2024	59,197.31
BLA Inc	Engineering Services	Transportation	Motor Fuel Local Option	4/8/2024	5,642.74
BLA Inc	Engineering Services	Transportation	Motor Fuel Local Option	4/8/2024	3,241.11
BLA Inc	Engineering Services	Transportation	Motor Fuel Local Option	4/22/2024	9,583.42
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	4/8/2024	242.50
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	4/8/2024	271.79
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	4/22/2024	261.73
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	4/22/2024	271.79
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	4/22/2024	265.26
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	4/8/2024	68.79
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	4/8/2024	19.99
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	4/8/2024	272.19
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	4/8/2024	366.72
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	4/8/2024	9,689.01
Via Carlita, LLC dba Hawk Ford of St. Charles	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	4/8/2024	31.75
Via Carlita, LLC dba Hawk Ford of St. Charles	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	4/22/2024	154.08
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	4/22/2024	251.88
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	4/22/2024	197.86
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	4/22/2024	435.11
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	4/22/2024	275.53

Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	4/22/2024	52.32
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	4/22/2024	211.78
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	4/22/2024	68.50
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	4/22/2024	7.24
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	4/22/2024	62.00
Fifth Third Bank	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	4/22/2024	1,537.97
Fifth Third Bank	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	4/22/2024	122.70
FORCE America Distributing, LLC	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	4/22/2024	346.55
FORCE America Distributing, LLC	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	4/22/2024	3,863.32
JP Morgan Chase Bank N.A.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	4/22/2024	3,155.85
Monroe Truck Equipment Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	4/22/2024	186.30
PetroChoice Holdings Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	4/22/2024	898.55
Arends Hogan Walker, LLC (AHW LLC)	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	4/8/2024	678.50
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	4/8/2024	174.18
Elburn NAPA Inc (North Aurora)	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	4/8/2024	50.16
Elburn NAPA Inc (North Aurora)	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	4/8/2024	124.62
Elburn Radiator & Repair	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	4/8/2024	500.00
Fifth Third Bank	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	4/22/2024	808.94
Fifth Third Bank	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	4/22/2024	-418.00
NAPCO Steel, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	4/22/2024	424.00
Elburn NAPA Inc (North Aurora)	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	4/22/2024	36.62
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	4/22/2024	62.02
Rondo Enterprises, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	4/22/2024	850.00
Rondo Enterprises, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	4/22/2024	153.08
Russo Power Equipment	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	4/22/2024	119.94
DeKane Equipment Corp	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	4/22/2024	437.65
DeKane Equipment Corp	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	4/22/2024	-27.65
Fifth Third Bank	Tools	Transportation	Motor Fuel Local Option	4/22/2024	379.40
Brian Platou	Tools	Transportation	Motor Fuel Local Option	4/22/2024	119.67
Brian Platou	Tools	Transportation	Motor Fuel Local Option	4/22/2024	189.95
Brian Platou	Tools	Transportation	Motor Fuel Local Option	4/22/2024	189.95
Menards, Inc.	Road Material	Transportation	Motor Fuel Local Option	4/22/2024	688.90
Menards, Inc.	Road Material	Transportation	Motor Fuel Local Option	4/22/2024	479.97
Menards, Inc.	Road Material	Transportation	Motor Fuel Local Option	4/22/2024	159.99
Menards, Inc.	Road Material	Transportation	Motor Fuel Local Option	4/22/2024	389.97
H&H Electric Co.	Utilities- Intersect Lighting	Transportation	Motor Fuel Local Option	4/8/2024	34,002.00
H&H Electric Co.	Utilities- Intersect Lighting	Transportation	Motor Fuel Local Option	4/22/2024	762.08
Burns & McDonnell Engineering Co	Engineering Services	Transportation	Transportation Sales Tax	4/8/2024	65,430.52
Kimley-Horn & Associates, Inc.	Engineering Services	Transportation	Transportation Sales Tax	4/8/2024	5,225.29
Peralte-Clark, LLC	Engineering Services	Transportation	Transportation Sales Tax	4/8/2024	8,687.71
HDR Engineering, Inc.	Engineering Services	Transportation	Transportation Sales Tax	4/8/2024	9,531.54
Huff & Huff, Inc.	Engineering Services	Transportation	Transportation Sales Tax	4/22/2024	594.18
Wight & Company	Engineering Services	Transportation	Transportation Sales Tax	4/22/2024	117,650.25
Wight & Company	Engineering Services	Transportation	Transportation Sales Tax	4/22/2024	95,634.87
Kimley-Horn & Associates, Inc.	Engineering Services	Transportation	Transportation Sales Tax	4/22/2024	2,391.85
Kimley-Horn & Associates, Inc.	Engineering Services	Transportation	Transportation Sales Tax	4/22/2024	2,290.36
Kimley-Horn & Associates, Inc.	Engineering Services	Transportation	Transportation Sales Tax	4/22/2024	5,652.68
Burns & McDonnell Engineering Co	Engineering Services	Transportation	Transportation Sales Tax	4/22/2024	60,581.93
CIORBA Group Inc	Engineering Services	Transportation	Transportation Sales Tax	4/22/2024	7,140.70
CIORBA Group Inc	Engineering Services	Transportation	Transportation Sales Tax	4/22/2024	5,278.00
Crawford Murphy & Tilly Inc (CMT)	Engineering Services	Transportation	Transportation Sales Tax	4/22/2024	9,304.55
Alfred Benesch & Co	Engineering Services	Transportation	Transportation Sales Tax	4/22/2024	1,322.44
PACE Suburban Bus	External Grants	Transportation	Transportation Sales Tax	4/8/2024	150,244.63
PACE Suburban Bus	External Grants	Transportation	Transportation Sales Tax	4/8/2024	150,150.55
PACE Suburban Bus	External Grants	Transportation	Transportation Sales Tax	4/8/2024	157,892.36
PACE Suburban Bus	External Grants	Transportation	Transportation Sales Tax	4/8/2024	153,055.91
PACE Suburban Bus	External Grants	Transportation	Transportation Sales Tax	4/8/2024	361.92

Southwind Industries dba Bluff City Materials, Inc	Road Construction	Transportation	Transportation Sales Tax	4/8/2024	251,795.27
Martam Construction Inc	Bridge Construction	Transportation	Transportation Sales Tax	4/22/2024	39,354.78
Ottosen DiNolfo, Hasenbalg & Castaldo Ltd	Highway Right of Way	Transportation	Transportation Sales Tax	4/8/2024	150.00
Bernie Laskowski	Food Permits	Health	County Health	4/22/2024	875.00
Propio LS, LLC	Contractual/Consulting Services	Health	County Health	4/22/2024	130.00
Propio LS, LLC	Contractual/Consulting Services	Health	County Health	4/22/2024	811.50
MedPro Waste Disposal LLC	Disposal and Water Softener Srvs	Health	County Health	4/22/2024	60.64
Stericycle, Inc.	Disposal and Water Softener Srvs	Health	County Health	4/22/2024	85.26
Stericycle, Inc.	Disposal and Water Softener Srvs	Health	County Health	4/22/2024	213.86
Stericycle, Inc.	Disposal and Water Softener Srvs	Health	County Health	4/22/2024	80.40
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Health	County Health	4/22/2024	158.50
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Health	County Health	4/22/2024	196.00
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Health	County Health	4/22/2024	244.25
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Health	County Health	4/22/2024	224.00
Bridgestone Americas, Inc. - Firestone - GCR Tires	Repairs and Maint- Vehicles	Health	County Health	4/22/2024	643.16
Gordon Flesch Company Inc	Repairs and Maint- Office Equip	Health	County Health	4/22/2024	230.00
Impact Networking, LLC	Repairs and Maint- Office Equip	Health	County Health	4/22/2024	237.34
Impact Networking, LLC	Repairs and Maint- Office Equip	Health	County Health	4/22/2024	443.94
Toshiba America Business Solutions, Inc	Repairs and Maint- Office Equip	Health	County Health	4/22/2024	35.71
Toshiba America Business Solutions, Inc	Repairs and Maint- Office Equip	Health	County Health	4/22/2024	6.64
Toshiba America Business Solutions, Inc	Repairs and Maint- Office Equip	Health	County Health	4/22/2024	430.57
Toshiba America Business Solutions, Inc	Repairs and Maint- Office Equip	Health	County Health	4/22/2024	1.58
Toshiba America Business Solutions, Inc	Repairs and Maint- Office Equip	Health	County Health	4/22/2024	14.42
Toshiba America Business Solutions, Inc	Repairs and Maint- Office Equip	Health	County Health	4/22/2024	39.36
Toshiba America Business Solutions, Inc	Repairs and Maint- Office Equip	Health	County Health	4/22/2024	5.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Office Equip	Health	County Health	4/22/2024	15.81
Fifth Third Bank	Conferences and Meetings	Health	County Health	4/22/2024	265.00
IL Association of Public Health Administrators	General Association Dues	Health	County Health	4/22/2024	700.00
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	Health	County Health	4/22/2024	129.99
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	Health	County Health	4/22/2024	24.44
Fifth Third Bank	Operating Supplies	Health	County Health	4/22/2024	4,663.96
Fifth Third Bank	Books and Subscriptions	Health	County Health	4/22/2024	348.00
Feece Oil Company	Fuel- Vehicles	Health	County Health	4/22/2024	26.34
Feece Oil Company	Fuel- Vehicles	Health	County Health	4/22/2024	28.56
Feece Oil Company	Fuel- Vehicles	Health	County Health	4/22/2024	39.66
Feece Oil Company	Fuel- Vehicles	Health	County Health	4/22/2024	21.97
Feece Oil Company	Fuel- Vehicles	Health	County Health	4/22/2024	21.93
WEX BANK	Fuel- Vehicles	Health	County Health	4/22/2024	55.98
Fifth Third Bank	Operating Supplies	Health	County Health	4/22/2024	2,205.91
Warehouse Direct, Inc.	Operating Supplies	Health	County Health	4/22/2024	1,050.96
Katie Glomp	Employee Mileage Expense	Health	County Health	4/22/2024	41.41
AT&T	Telephone	Health	County Health	4/22/2024	109.66
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Health	County Health	4/22/2024	125.60
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Health	County Health	4/22/2024	698.65
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Health	County Health	4/22/2024	643.70
Burnidge Properties Ltd	Building Space Rental	Health	County Health	4/22/2024	1,094.48
Maria E. Almanza	Employee Mileage Expense	Health	County Health	4/22/2024	152.76
Joseph A. Mullaghy	Employee Mileage Expense	Health	County Health	4/22/2024	55.61
Fifth Third Bank	General Association Dues	Health	County Health	4/22/2024	766.90
Warehouse Direct, Inc.	Operating Supplies	Health	County Health	4/22/2024	225.44
Peloton Workforce, Inc.	Contractual/Consulting Services	Health	County Health	4/22/2024	1,162.00
Constellation NewEnergy Inc.	Utilities- Electric	Health	County Health	4/22/2024	83.07
Mitchell & McCormick, Inc	Contractual/Consulting Services	Health	County Health	4/22/2024	400.00
Cheryl Kane	Employee Mileage Expense	Health	County Health	4/22/2024	305.52
Theresa Knauf	Employee Mileage Expense	Health	County Health	4/22/2024	12.86
Laura Barrett	General Association Dues	Health	County Health	4/22/2024	81.80
Lisa Bloom	General Association Dues	Health	County Health	4/22/2024	81.80

Katie Glomp	General Association Dues	Health	County Health	4/22/2024	81.80
Theresa Knauf	General Association Dues	Health	County Health	4/22/2024	81.80
Jennifer Mata-Gombo	General Association Dues	Health	County Health	4/22/2024	81.80
Amazon Capital Services Inc	Operating Supplies	Health	County Health	4/22/2024	36.58
Dreyer Medical Clinic	Contractual/Consulting Services	Health	County Health	4/22/2024	2,000.00
World Wide Dictation Services of New York	Contractual/Consulting Services	Health	County Health	4/22/2024	2.72
Family Service Association of Greater Elgin Area	Contractual/Consulting Services	Health	County Health	4/22/2024	8,000.00
Fifth Third Bank	Contractual/Consulting Services	Health	County Health	4/22/2024	900.00
Fox River Valley Public Library District	Contractual/Consulting Services	Health	County Health	4/22/2024	953.49
Bianca Gonzalez	Contractual/Consulting Services	Health	County Health	4/22/2024	3,025.00
Clarissa Murphy	Employee Mileage Expense	Health	County Health	4/22/2024	79.92
Fifth Third Bank	Operating Supplies	Health	County Health	4/22/2024	379.89
Amazon Capital Services Inc	Operating Supplies	Health	County Health	4/22/2024	552.42
Amazon Capital Services Inc	Operating Supplies	Health	County Health	4/22/2024	24.79
Fifth Third Bank	Contractual/Consulting Services	Health	County Health	4/22/2024	8.00
Assoc. for Pro in Infection Control & Epidemiology	Employee Training	Health	County Health	4/22/2024	8,906.25
Amazon Capital Services Inc	Operating Supplies	Health	County Health	4/22/2024	132.19
Fifth Third Bank	Operating Supplies	Health	County Health	4/22/2024	301.80
Jennifer Mata-Gombo	Employee Mileage Expense	Health	County Health	4/22/2024	29.21
Heliana Alcaraz	Employee Mileage Expense	Health	Kane Kares	4/22/2024	55.68
Kristina Brown	Employee Mileage Expense	Health	Kane Kares	4/22/2024	98.49
Jill Zolfo	Employee Mileage Expense	Health	Kane Kares	4/22/2024	68.07
Lisa Bloom	Operating Supplies	Health	Kane Kares	4/22/2024	14.94
Reuland Food Service	Operating Supplies	Health	Kane Kares	4/22/2024	1,127.50
Tamara Livingston dba T.S. Livingston Inc.	Contractual/Consulting Services	Health	Kane Kares	4/22/2024	1,200.00
Isabel Garcia	Employee Mileage Expense	Health	Kane Kares	4/22/2024	101.93
Burnidge Properties Ltd	Building Space Rental	Health	Kane Kares	4/22/2024	1,810.95
Mutual Ground	External Grants	Other- Countywide Expenses	American Rescue Plan	4/8/2024	95,724.04
Senior Services Associates, Inc.	External Grants	Other- Countywide Expenses	American Rescue Plan	4/8/2024	49,635.00
TriCity Family Services	External Grants	Other- Countywide Expenses	American Rescue Plan	4/8/2024	169,833.33
VNA Health Care	External Grants	Other- Countywide Expenses	American Rescue Plan	4/8/2024	76,280.00
YMCA Metropolitan Chicago	External Grants	Other- Countywide Expenses	American Rescue Plan	4/8/2024	24,293.24
Diocese of Rockford - Social Services, Inc.	External Grants	Other- Countywide Expenses	American Rescue Plan	4/8/2024	16,483.21
Diocese of Rockford - Social Services, Inc.	External Grants	Other- Countywide Expenses	American Rescue Plan	4/8/2024	1,120.47
Friends of Child Advocacy	External Grants	Other- Countywide Expenses	American Rescue Plan	4/22/2024	22,347.52
YMCA Metropolitan Chicago	External Grants	Other- Countywide Expenses	American Rescue Plan	4/22/2024	558.94
University of Illinois (U of I)	Special Studies	Other- Countywide Expenses	American Rescue Plan	4/8/2024	1,306.18
University of Illinois (U of I)	Special Studies	Other- Countywide Expenses	ARP Recoupment of Lost Revenue	4/8/2024	3,039.00
University of Illinois (U of I)	Special Studies	Other- Countywide Expenses	ARP Recoupment of Lost Revenue	4/8/2024	3,253.27
University of Illinois (U of I)	Special Studies	Other- Countywide Expenses	ARP Recoupment of Lost Revenue	4/8/2024	6,032.23
University of Illinois (U of I)	Special Studies	Other- Countywide Expenses	ARP Recoupment of Lost Revenue	4/8/2024	2,660.59
University of Illinois (U of I)	Special Studies	Other- Countywide Expenses	ARP Recoupment of Lost Revenue	4/8/2024	8,018.99
University of Illinois (U of I)	Special Studies	Other- Countywide Expenses	ARP Recoupment of Lost Revenue	4/8/2024	8,019.00
Miller, Hall & Triggs, LLC	Legal Services	Veterans' Commission	Veterans' Commission	4/22/2024	115.00
Fifth Third Bank	Office Supplies	Veterans' Commission	Veterans' Commission	4/22/2024	122.25
Cassie Design	Contractual/Consulting Services	Information Technologies	Web Technical Services	4/22/2024	2,250.00
Fifth Third Bank	Contractual/Consulting Services	Information Technologies	Web Technical Services	4/22/2024	201.35
OPG-3, Inc.	Software Licensing Cost	Information Technologies	Web Technical Services	4/8/2024	68,220.00
Silktime, Inc.	Software Licensing Cost	Information Technologies	Web Technical Services	4/8/2024	4,650.00
Fifth Third Bank	Software Licensing Cost	Information Technologies	Web Technical Services	4/22/2024	218.88
Gilmore Marketing Concepts, Inc. dba GMCI Creative	Contractual/Consulting Services	Development	Economic Development	4/8/2024	10,100.00
Gilmore Marketing Concepts, Inc. dba GMCI Creative	Contractual/Consulting Services	Development	Economic Development	4/8/2024	591.62
Hey & Associates Inc	Contractual/Consulting Services	Development	Economic Development	4/8/2024	8,117.50
JEG 360, LLC	Contractual/Consulting Services	Development	Economic Development	4/8/2024	6,060.00
Map Hero, Inc. dba Matt Kania Map Illustrations	Contractual/Consulting Services	Development	Economic Development	4/22/2024	625.00
Christopher Toth	Employee Mileage Expense	Development	Economic Development	4/8/2024	21.84
Fifth Third Bank	Repairs and Maint- Vehicles	Development	Community Dev Block Program	4/22/2024	941.00

Community Contacts, Inc.	Miscellaneous Contractual Exp	Development	Community Dev Block Program	4/8/2024	4,500.00
Fifth Third Bank	Office Supplies	Development	Community Dev Block Program	4/22/2024	1.99
Title Services Midwest, LLC	Miscellaneous Contractual Exp	Development	HOME Program	4/22/2024	127,119.54
Pathways Community Network Institute	Contractual/Consulting Services	Development	Homeless Management Info Systems	4/8/2024	1,550.93
Pathways Community Network Institute	Contractual/Consulting Services	Development	Homeless Management Info Systems	4/8/2024	4,167.89
Pathways Community Network Institute	Contractual/Consulting Services	Development	Homeless Management Info Systems	4/8/2024	2,580.71
Pathways Community Network Institute	Contractual/Consulting Services	Development	Homeless Management Info Systems	4/8/2024	2,072.08
Pathways Community Network Institute	Contractual/Consulting Services	Development	Homeless Management Info Systems	4/8/2024	2,326.40
WellSky Corporation	Contractual/Consulting Services	Development	Homeless Management Info Systems	4/8/2024	510.00
Conservation Foundation	Operating Supplies	Development	Cost Share Drainage	4/22/2024	100.00
Community Contacts, Inc.	Miscellaneous Contractual Exp	Development	Elgin CDBG	4/8/2024	18,150.00
Tisa M. Baum	Employee Mileage Expense	Development	Emergency Rental Assistance #2	4/8/2024	21.10
Mercy River West Commons	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	4/8/2024	3,190.00
Paul N Schmolke dba Weststar Industries LLC	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	4/22/2024	900.00
Paul N Schmolke dba Weststar Industries LLC	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	4/22/2024	2,715.00
Paul N Schmolke dba Weststar Industries LLC	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	4/22/2024	975.00
Preferred Home Realty dba Preferred Management	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	4/22/2024	1,200.00
Preferred Home Realty dba Preferred Management	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	4/22/2024	950.00
AMVF St. Charles, LLC	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	4/22/2024	4,454.00
Asumoni Property Management LLC	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	4/22/2024	900.00
ZoomGrants (GrantAnalyst.com, LLC)	Books and Subscriptions	Development	Emergency Rental Assistance #2	4/22/2024	2,500.00
Fifth Third Bank	Fuel- Vehicles	Development	Emergency Rental Assistance #2	4/22/2024	45.00
Integral Construction, Inc.	Miscellaneous Contractual Exp	Development	CDBG-CV	4/8/2024	28,814.00
Tisa M. Baum	Employee Mileage Expense	Development	Home - ARP	4/8/2024	197.39
Spencer J. Anderson	Miscellaneous Contractual Exp	Development	Home - ARP	4/22/2024	1,780.00
Asumoni Property Management LLC	Miscellaneous Contractual Exp	Development	Home - ARP	4/22/2024	1,000.00
Paul N Schmolke dba Weststar Industries LLC	Miscellaneous Contractual Exp	Development	Home - ARP	4/22/2024	700.00
Preferred Home Realty dba Preferred Management	Miscellaneous Contractual Exp	Development	Home - ARP	4/22/2024	500.00
Preferred Home Realty dba Preferred Management	Miscellaneous Contractual Exp	Development	Home - ARP	4/22/2024	1,000.00
Preferred Home Realty dba Preferred Management	Miscellaneous Contractual Exp	Development	Home - ARP	4/22/2024	800.00
Preferred Home Realty dba Preferred Management	Miscellaneous Contractual Exp	Development	Home - ARP	4/22/2024	825.00
Preferred Home Realty dba Preferred Management	Miscellaneous Contractual Exp	Development	Home - ARP	4/22/2024	950.00
Scott R. Woeppel dba Elgin Rental Properties, LLC	Miscellaneous Contractual Exp	Development	Home - ARP	4/22/2024	750.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Development	Home - ARP	4/22/2024	834.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Development	Home - ARP	4/22/2024	1,035.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Development	Home - ARP	4/22/2024	813.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Development	Home - ARP	4/22/2024	606.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Development	Home - ARP	4/22/2024	50.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Development	Home - ARP	4/22/2024	1,035.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Development	Home - ARP	4/22/2024	1,035.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Development	Home - ARP	4/22/2024	1,035.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Development	Home - ARP	4/22/2024	735.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Development	Home - ARP	4/22/2024	500.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Development	Home - ARP	4/22/2024	835.00
Fifth Third Bank	Fuel- Vehicles	Development	Home - ARP	4/22/2024	55.00
Pale Blue Dot, LLC	Contractual/Consulting Services	Environmental Management	Elec Agg Civic Contribution	4/22/2024	4,437.33
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	County Board	Farmland Preservation	4/8/2024	126.00
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	County Board	Farmland Preservation	4/22/2024	252.00
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	County Board	Farmland Preservation	4/22/2024	283.50
Kinnally Flaherty Krentz Loran Hodge & Masur PC	Legal Services	County Board	Farmland Preservation	4/8/2024	302.00
Birdflower Farm LLC	Grant Services	Development	Growing for Kane	4/8/2024	300.00
Garfield Heritage Society dba Garfield Farm Museum	Grant Services	Development	Growing for Kane	4/8/2024	300.00
Weathered Ways Farm LLC	Grant Services	Development	Growing for Kane	4/8/2024	300.00
Batavia Enterprises, Inc	Prepaid Expense		Workforce Development	4/22/2024	19,448.16
County of Kendall	Prepaid Expense		Workforce Development	4/22/2024	800.00
Jeffrey W. Richardson	Prepaid Expense		Workforce Development	4/22/2024	3,144.51
CDL America, Inc.	DT ITA	- WIOA 22	Workforce Development	4/22/2024	-4,015.00

JP Morgan Chase Bank N.A.	Office Supplies	- WIOA 23	Workforce Development	4/22/2024	53.96
JP Morgan Chase Bank N.A.	Equipment < \$1000	- WIOA 23	Workforce Development	4/22/2024	598.00
Amanda Weinreis	Employee Mileage Expense	- WIOA 23	Workforce Development	4/8/2024	21.65
Amanda Weinreis	Employee Mileage Expense	- WIOA 23	Workforce Development	4/22/2024	17.10
Amanda Weinreis	Employee Mileage Expense	- WIOA 23	Workforce Development	4/8/2024	52.99
Amanda Weinreis	Employee Mileage Expense	- WIOA 23	Workforce Development	4/22/2024	41.86
Business and Career Services Incorporated	Miscellaneous Contractual Exp	- WIOA 23	Workforce Development	4/8/2024	10,285.36
Waubensee Community College	Miscellaneous Contractual Exp	- WIOA 23	Workforce Development	4/8/2024	14,388.39
Parents Alliance Employment Project	Miscellaneous Contractual Exp	- WIOA 23	Workforce Development	4/22/2024	4,812.21
Business and Career Services Incorporated	Work Based Learning Activities	- WIOA 23	Workforce Development	4/8/2024	728.90
Waubensee Community College	Work Based Learning Activities	- WIOA 23	Workforce Development	4/8/2024	10,183.29
Parents Alliance Employment Project	Work Based Learning Activities	- WIOA 23	Workforce Development	4/22/2024	11,168.63
Waubensee Community College	Youth ITA	- WIOA 23	Workforce Development	4/8/2024	10,005.00
Waubensee Community College	Youth Supportive Services	- WIOA 23	Workforce Development	4/8/2024	532.12
Parents Alliance Employment Project	Youth Supportive Services	- WIOA 23	Workforce Development	4/22/2024	856.65
Kishwaukee College	Miscellaneous Contractual Exp	- WIOA 23	Workforce Development	4/22/2024	8,904.31
Kishwaukee College	Work Based Learning Activities	- WIOA 23	Workforce Development	4/22/2024	9,024.04
Waubensee Community College	Youth ITA	- WIOA 23	Workforce Development	4/8/2024	172.00
Kishwaukee College	Youth Supportive Services	- WIOA 23	Workforce Development	4/22/2024	3,366.18
Waubensee Community College	Youth ITA	- WIOA 23	Workforce Development	4/8/2024	6,297.00
Tammy Rothecker	Employee Mileage Expense	- WIOA 23	Workforce Development	4/8/2024	201.00
Tammy Rothecker	Employee Mileage Expense	- WIOA 23	Workforce Development	4/8/2024	180.90
Ryan Srocki	Employee Mileage Expense	- WIOA 23	Workforce Development	4/8/2024	443.62
Cheryl Weiler	Employee Mileage Expense	- WIOA 23	Workforce Development	4/8/2024	50.38
Tammy Rothecker	Employee Mileage Expense	- WIOA 23	Workforce Development	4/22/2024	160.80
APS Training Inst., Inc. dba APS Training Academy	Miscellaneous Contractual Exp	- WIOA 23	Workforce Development	4/22/2024	1,062.50
APS Training Inst., Inc. dba APS Training Academy	Miscellaneous Contractual Exp	- WIOA 23	Workforce Development	4/22/2024	862.50
West Chicago Professional Center, Inc.	DT ITA	- WIOA 23	Workforce Development	4/8/2024	5,000.00
CDL America, Inc.	DT ITA	- WIOA 23	Workforce Development	4/22/2024	6,072.00
COMNet Group Incorporated	DT ITA	- WIOA 23	Workforce Development	4/22/2024	3,564.00
First Institute Training & Management Corporation	DT ITA	- WIOA 23	Workforce Development	4/22/2024	5,000.00
Illinois Welding School (Debra Glanton Enterprise)	DT ITA	- WIOA 23	Workforce Development	4/22/2024	10,000.00
August Payton-Jones	SS Transportation Assistance	- WIOA 23	Workforce Development	4/22/2024	357.00
Northern Illinois University	DT ITA	- WIOA 23	Workforce Development	4/8/2024	722.18
Rock Gate Capital, LLC dba 160 Driving Academy	DT ITA	- WIOA 23	Workforce Development	4/8/2024	5,401.00
National College of Health, Inc.	DT ITA	- WIOA 23	Workforce Development	4/22/2024	8,795.00
Bettina Banda	SS Transportation Assistance	- WIOA 23	Workforce Development	4/8/2024	198.86
Kishwaukee College	SS Transportation Assistance	- WIOA 23	Workforce Development	4/22/2024	1,618.72
North Shore College (Northbrook Coll of Healthcar)	DT ITA	- WIOA 23	Workforce Development	4/8/2024	1,700.00
Wolf Driving School, Inc.	DT ITA	- WIOA 23	Workforce Development	4/8/2024	6,836.50
COMNet Group Incorporated	DT ITA	- WIOA 23	Workforce Development	4/22/2024	6,750.00
Computer Training Source	DT ITA	- WIOA 23	Workforce Development	4/22/2024	3,495.00
Mechanics Local 701 Training Fund	DT ITA	- WIOA 23	Workforce Development	4/22/2024	919.14
Adtalem Global Eductn dba Chamberlain University	DT ITA	- WIOA 23	Workforce Development	4/22/2024	451.83
Rock Gate Capital, LLC dba 160 Driving Academy	DT ITA	- WIOA 23	Workforce Development	4/22/2024	5,488.00
West Chicago Professional Center, Inc.	DT ITA	- WIOA 23	Workforce Development	4/22/2024	5,000.00
Eugenie Sayogo	SS Transportation Assistance	- WIOA 23	Workforce Development	4/8/2024	139.90
Tammy Rothecker	Employee Mileage Expense	- WIOA 23	Workforce Development	4/8/2024	201.00
Tammy Rothecker	Employee Mileage Expense	- WIOA 23	Workforce Development	4/8/2024	180.90
Ryan Srocki	Employee Mileage Expense	- WIOA 23	Workforce Development	4/8/2024	238.88
Cheryl Weiler	Employee Mileage Expense	- WIOA 23	Workforce Development	4/8/2024	56.82
Tammy Rothecker	Employee Mileage Expense	- WIOA 23	Workforce Development	4/22/2024	160.80
APS Training Inst., Inc. dba APS Training Academy	Miscellaneous Contractual Exp	- WIOA 23	Workforce Development	4/22/2024	1,062.50
APS Training Inst., Inc. dba APS Training Academy	Miscellaneous Contractual Exp	- WIOA 23	Workforce Development	4/22/2024	862.50
Computer Training Source	DT ITA	- WIOA 23	Workforce Development	4/8/2024	2,895.00
Rock Gate Capital, LLC dba 160 Driving Academy	DT ITA	- WIOA 23	Workforce Development	4/22/2024	5,401.00
Rock Gate Capital, LLC dba 160 Driving Academy	DT ITA	- WIOA 23	Workforce Development	4/22/2024	5,445.00

Barnes & Noble Booksellers Inc	DT ITA	- WIOA 23	Workforce Development	4/22/2024	234.50
CDL America, Inc.	DT ITA	- WIOA 23	Workforce Development	4/22/2024	6,072.00
Joliet Junior College	DT ITA	- WIOA 23	Workforce Development	4/22/2024	1,417.00
Rudy Lopez	DT ITA	- WIOA 23	Workforce Development	4/22/2024	266.00
Rock Gate Capital, LLC dba 160 Driving Academy	DT ITA	- WIOA 23	Workforce Development	4/22/2024	5,401.00
Anthony R. Carrasco	SS Transportation Assistance	- WIOA 23	Workforce Development	4/22/2024	120.60
Rudy Lopez	SS Transportation Assistance	- WIOA 23	Workforce Development	4/22/2024	838.84
42 North Group Inc. dba Microtrain Technologies	DT ITA	- WIOA 23	Workforce Development	4/22/2024	3,105.00
Follett Higher Education Group, Inc.	DT ITA	- WIOA 23	Workforce Development	4/22/2024	101.50
John Borndahl	SS Transportation Assistance	- WIOA 23	Workforce Development	4/8/2024	272.58
John Borndahl	SS Transportation Assistance	- WIOA 23	Workforce Development	4/22/2024	90.86
42 North Group Inc. dba Microtrain Technologies	DT ITA	- WIOA 23	Workforce Development	4/8/2024	1,294.00
Rock Gate Capital, LLC dba 160 Driving Academy	DT ITA	- WIOA 23	Workforce Development	4/8/2024	5,488.00
Rock Gate Capital, LLC dba 160 Driving Academy	DT ITA	- WIOA 23	Workforce Development	4/22/2024	5,488.00
Rock Gate Capital, LLC dba 160 Driving Academy	DT ITA	- WIOA 23	Workforce Development	4/22/2024	5,401.00
College of DuPage	DT ITA	- WIOA 23	Workforce Development	4/22/2024	1,575.00
Computer Training Source	DT ITA	- WIOA 23	Workforce Development	4/22/2024	3,185.00
Triton College	DT ITA	- TAA 22	Workforce Development	4/8/2024	2,378.00
Keith A. Kriglstein	SS Transportation Assistance	- TAA 22	Workforce Development	4/8/2024	100.24
Keith A. Kriglstein	SS Transportation Assistance	- TAA 22	Workforce Development	4/8/2024	100.24
Keith A. Kriglstein	SS Transportation Assistance	- TAA 22	Workforce Development	4/22/2024	50.12
Martin Ruiz	SS Transportation Assistance	- TAA 22	Workforce Development	4/8/2024	80.40
Denise Bailey	SS Transportation Assistance	- TAA 22	Workforce Development	4/22/2024	56.54
Denise Bailey	SS Transportation Assistance	- TAA 22	Workforce Development	4/22/2024	28.27
Accurate Document Destruction Inc (GROOT)	Professional Services	Operating Pool	Workforce Development	4/22/2024	64.54
E J Rohn Company dba Specialty Mat Service	Professional Services	Operating Pool	Workforce Development	4/22/2024	45.08
APlus System, LLC	Janitorial Services	Operating Pool	Workforce Development	4/8/2024	1,326.59
APlus System, LLC	Janitorial Services	Operating Pool	Workforce Development	4/22/2024	1,326.59
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Operating Pool	Workforce Development	4/22/2024	730.18
Warehouse Direct, Inc.	Office Supplies	Operating Pool	Workforce Development	4/8/2024	392.24
Fifth Third Bank	Office Supplies	Operating Pool	Workforce Development	4/22/2024	121.96
Fifth Third Bank	Computer Related Supplies	Operating Pool	Workforce Development	4/22/2024	198.00
Nicor Gas	Utilities- Natural Gas	Operating Pool	Workforce Development	4/22/2024	78.00
Nicor Gas	Utilities- Natural Gas	Operating Pool	Workforce Development	4/22/2024	121.66
City of Batavia	Utilities- Electric	Operating Pool	Workforce Development	4/22/2024	99.52
Fifth Third Bank	Internet	Operating Pool	Workforce Development	4/22/2024	285.12
Kruis Inc (Sparkle Janitorial Service)	Janitorial Services	Operating Pool	Workforce Development	4/22/2024	1,250.00
Nicor Gas	Utilities- Natural Gas	Operating Pool	Workforce Development	4/22/2024	112.31
ComEd	Utilities- Electric	Operating Pool	Workforce Development	4/22/2024	124.62
County of Kendall	Building Space Rental	Operating Pool	Workforce Development	4/8/2024	800.00
MCI	Telephone	Operating Pool	Workforce Development	4/22/2024	47.98
Accurate Document Destruction Inc (GROOT)	Professional Services	One-Stop shared costs	Workforce Development	4/22/2024	61.46
E J Rohn Company dba Specialty Mat Service	Professional Services	One-Stop shared costs	Workforce Development	4/22/2024	42.93
APlus System, LLC	Janitorial Services	One-Stop shared costs	Workforce Development	4/8/2024	1,263.41
APlus System, LLC	Janitorial Services	One-Stop shared costs	Workforce Development	4/22/2024	1,263.41
Kelly Ann Waynauskas	Employee Mileage Expense	One-Stop shared costs	Workforce Development	4/8/2024	64.12
Kelly Ann Waynauskas	Employee Mileage Expense	One-Stop shared costs	Workforce Development	4/8/2024	54.94
Yascara Romero	Employee Mileage Expense	One-Stop shared costs	Workforce Development	4/8/2024	85.83
Yascara Romero	Employee Mileage Expense	One-Stop shared costs	Workforce Development	4/8/2024	64.72
Yascara Romero	Employee Mileage Expense	One-Stop shared costs	Workforce Development	4/8/2024	21.11
Yascara Romero	Employee Mileage Expense	One-Stop shared costs	Workforce Development	4/22/2024	16.62
Kelly Ann Waynauskas	Employee Mileage Expense	One-Stop shared costs	Workforce Development	4/22/2024	27.47
Nicor Gas	Utilities- Natural Gas	One-Stop shared costs	Workforce Development	4/22/2024	74.29
City of Batavia	Utilities- Electric	One-Stop shared costs	Workforce Development	4/22/2024	94.78
Fifth Third Bank	Telephone	One-Stop shared costs	Workforce Development	4/22/2024	271.54
Fifth Third Bank	Communication/Web Host	One-Stop shared costs	Workforce Development	4/22/2024	64.00
Kelly Ann Waynauskas	Employee Mileage Expense	One-Stop Operator	Workforce Development	4/8/2024	27.47

Kelly Ann Waynauskas	Employee Mileage Expense	One-Stop Operator	Workforce Development	4/22/2024	27.47
Fifth Third Bank	Software Licensing Cost	Digital Literacy & Support Srvc	Workforce Development	4/22/2024	689.25
Yascara Romero	Employee Mileage Expense	Digital Literacy & Support Srvc	Workforce Development	4/8/2024	31.89
Kelly Ann Waynauskas	Employee Mileage Expense	Digital Literacy & Support Srvc	Workforce Development	4/8/2024	31.89
JP Morgan Chase Bank N.A.	SS Transportation Assistance	Digital Literacy & Support Srvc	Workforce Development	4/22/2024	3,336.38
Scott A. Hagemann	Contractual/Consulting Services	State's Attorney	Kane County Law Enforcement	4/8/2024	467.50
Dell Marketing LP	Computers	Other- Countywide Expenses	Capital Projects	4/8/2024	1,167.56
Fifth Third Bank	Computers	Other- Countywide Expenses	Capital Projects	4/22/2024	2,596.93
Insight Public Sector Inc	Computers	Other- Countywide Expenses	Capital Projects	4/22/2024	4,104.00
ITsavvy, LLC	Computers	Other- Countywide Expenses	Capital Projects	4/22/2024	876.48
ITsavvy, LLC	Computers	Other- Countywide Expenses	Capital Projects	4/22/2024	829.15
Nationwide Power Solutions, Inc.	Computers	Other- Countywide Expenses	Capital Projects	4/22/2024	2,037.00
Nationwide Power Solutions, Inc.	Computers	Other- Countywide Expenses	Capital Projects	4/22/2024	2,037.00
Hart InterCivic, Inc.	Special Purpose Equipment	Other- Countywide Expenses	Capital Projects	4/22/2024	4,626,505.14
Hart InterCivic, Inc.	Special Purpose Equipment	Other- Countywide Expenses	Capital Projects	4/22/2024	1,844,455.26
Wight & Company	Contractual/Consulting Services	Other- Countywide Expenses	Capital Projects	4/8/2024	9,000.00
Wight & Company	Contractual/Consulting Services	Other- Countywide Expenses	Capital Projects	4/8/2024	8,005.60
Wight & Company	Contractual/Consulting Services	Other- Countywide Expenses	Capital Projects	4/8/2024	7,250.00
Family Flooring America	Building Improvements	Other- Countywide Expenses	Capital Projects	4/8/2024	250.00
Family Flooring America	Building Improvements	Other- Countywide Expenses	Capital Projects	4/8/2024	883.37
Family Flooring America	Building Improvements	Other- Countywide Expenses	Capital Projects	4/8/2024	1,415.99
Family Flooring America	Building Improvements	Other- Countywide Expenses	Capital Projects	4/8/2024	412.00
Family Flooring America	Building Improvements	Other- Countywide Expenses	Capital Projects	4/8/2024	2,393.05
Family Flooring America	Building Improvements	Other- Countywide Expenses	Capital Projects	4/8/2024	1,591.41
Family Flooring America	Building Improvements	Other- Countywide Expenses	Capital Projects	4/8/2024	475.00
Hellmuth, Obata & Kassabaum, Inc. (HOK)	Building Improvements	Other- Countywide Expenses	Capital Projects	4/8/2024	7,069.68
Lite Construction, Inc.	Building Improvements	Other- Countywide Expenses	Capital Projects	4/8/2024	134,228.79
MRRW Construction, LLC	Building Improvements	Other- Countywide Expenses	Capital Projects	4/8/2024	173,585.00
Securadyn Systems Intermediate LLC dba Adesta LLC	Contractual/Consulting Services	Development	Mill Creek Special Service Area	4/22/2024	2,660.98
Securadyn Systems Intermediate LLC dba Adesta LLC	Contractual/Consulting Services	Development	Mill Creek Special Service Area	4/22/2024	760.68
Securadyn Systems Intermediate LLC dba Adesta LLC	Contractual/Consulting Services	Development	Mill Creek Special Service Area	4/22/2024	351.78
County Wide Landscaping Inc	Repairs and Maintenance- Roads	Development	Mill Creek Special Service Area	4/8/2024	16,000.00
Cornerstone Partners Horticultural Services Co.	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	4/8/2024	689.77
Cornerstone Partners Horticultural Services Co.	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	4/22/2024	198.34
Tri City Land Management Co., LLC	Building Space Rental	Development	Mill Creek Special Service Area	4/8/2024	1,132.25
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Development	Mill Creek Special Service Area	4/8/2024	11.99
JP Morgan Chase Bank N.A.	Office Supplies	Development	Mill Creek Special Service Area	4/22/2024	54.99
Fifth Third Bank	Operating Supplies	Development	Mill Creek Special Service Area	4/22/2024	109.94
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	4/8/2024	140.83
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	4/8/2024	30.40
Nicor Gas	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	4/8/2024	71.28
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	4/22/2024	308.59
V3 Companies, Ltd	Engineering Services	Transportation	South Impact Fees	4/22/2024	3,252.27
V3 Companies, Ltd	Engineering Services	Transportation	South Impact Fees	4/22/2024	1,261.77
V3 Companies, Ltd	Engineering Services	Transportation	South Impact Fees	4/22/2024	2,772.86
Zions Bank	Restricted Cash & Investments		Longmeadow Debt Service	4/30/2024	141,454.59
Clean Harbors Environmental Services, Inc.	Contractual/Consulting Services	Environmental Management	Enterprise Surcharge	4/22/2024	2,372.32
Clean Harbors Environmental Services, Inc.	Contractual/Consulting Services	Environmental Management	Enterprise Surcharge	4/22/2024	3,761.10
Clean Harbors Environmental Services, Inc.	Contractual/Consulting Services	Environmental Management	Enterprise Surcharge	4/22/2024	4,407.50
Clean Harbors Environmental Services, Inc.	Contractual/Consulting Services	Environmental Management	Enterprise Surcharge	4/22/2024	3,134.40
City of Naperville	Professional Services	Environmental Management	Enterprise Surcharge	4/22/2024	10,000.00
Fifth Third Bank	Professional Services	Environmental Management	Enterprise Surcharge	4/22/2024	145.01
Fifth Third Bank	Operating Supplies	Environmental Management	Enterprise Surcharge	4/22/2024	7.91
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	Environmental Management	Enterprise Surcharge	4/22/2024	24.44
Toshiba America Business Solutions, Inc	Operating Supplies	Environmental Management	Enterprise Surcharge	4/22/2024	115.22
WEX BANK	Fuel- Vehicles	Environmental Management	Enterprise Surcharge	4/22/2024	18.07
AssuredPartners Cap. dba Assured Partnrs of IL LLC	Contractual/Consulting Services	Other- Countywide Expenses	Health Insurance Fund	4/8/2024	9,250.00

AssuredPartners Cap. dba Assured Partnrs of IL LLC	Contractual/Consulting Services	Other- Countywide Expenses	Health Insurance Fund	4/22/2024	9,250.00
Flexible Benefits Service, LLC	Healthcare Admin Services	Other- Countywide Expenses	Health Insurance Fund	4/22/2024	1,175.00
Health Care Service Corporation dba BCBSIL	Healthcare - Stop Loss Insurance	Other- Countywide Expenses	Health Insurance Fund	4/22/2024	-53,972.94
Fidelity Security Life Insurance Company (Eyemed)	Healthcare - Vision Insurance	Other- Countywide Expenses	Health Insurance Fund	4/8/2024	7,016.08
Cigna Health and Life Insurance Company	Healthcare - Dental Insurance	Other- Countywide Expenses	Health Insurance Fund	4/8/2024	67,799.08
Sun Life Assurance Company of Canada	Healthcare - Life Insurance	Other- Countywide Expenses	Health Insurance Fund	4/8/2024	4,711.32
Catilize Health, Inc. dba Catilize Health	Healthcare - Medical Expense Reimbursement	Other- Countywide Expenses	Health Insurance Fund	4/22/2024	79,246.52
Catilize Health, Inc. dba Catilize Health	Healthcare - Medical Expense Reimbursement	Other- Countywide Expenses	Health Insurance Fund	4/22/2024	14,833.28
Health Care Service Corporation dba BCBSIL	Healthcare - Stop Loss Insurance	Other- Countywide Expenses	Health Insurance Fund	4/22/2024	73,650.29
Health Care Service Corporation dba BCBSIL	Self Insured Healthcare Claims	Other- Countywide Expenses	Health Insurance Fund	4/22/2024	796,790.39
Health Care Service Corporation dba BCBSIL	Self Insured Healthcare Claims Administration	Other- Countywide Expenses	Health Insurance Fund	4/22/2024	22,512.15
Health Care Service Corporation dba BCBSIL	Healthcare Facility Access Fee	Other- Countywide Expenses	Health Insurance Fund	4/22/2024	100,100.71
Health Care Service Corporation dba BCBSIL	Healthcare Credits	Other- Countywide Expenses	Health Insurance Fund	4/22/2024	-49,308.07
Health Care Service Corporation dba BCBSIL	Healthcare - Stop Loss Insurance	Other- Countywide Expenses	Health Insurance Fund	4/22/2024	50,071.60
Health Care Service Corporation dba BCBSIL	Self Insured Healthcare Claims	Other- Countywide Expenses	Health Insurance Fund	4/22/2024	506,310.52
Health Care Service Corporation dba BCBSIL	Self Insured Healthcare Claims Administration	Other- Countywide Expenses	Health Insurance Fund	4/22/2024	30,663.41
Health Care Service Corporation dba BCBSIL	Healthcare HMO Managed Care Fee	Other- Countywide Expenses	Health Insurance Fund	4/22/2024	8,619.08
Health Care Service Corporation dba BCBSIL	Healthcare Physician Services Fee	Other- Countywide Expenses	Health Insurance Fund	4/22/2024	242,437.56
Health Care Service Corporation dba BCBSIL	Healthcare Credits	Other- Countywide Expenses	Health Insurance Fund	4/22/2024	-70,601.56
BMO Bank N.A.	Accrued Liabilities		Special Trust	4/22/2024	14,160.00
Aaron M. Rushing	Accrued Liabilities		Special Trust	4/22/2024	20,090.00
AT&T	Distribution	Information Technologies	911 Emergency Surcharge	4/22/2024	217.92
John F. Harahan	Distribution	Information Technologies	911 Emergency Surcharge	4/22/2024	1,664.00
Mission Critical Partners LLC	Distribution	Information Technologies	911 Emergency Surcharge	4/22/2024	4,511.24
Voiance Language Services, LLC	Distribution	Information Technologies	911 Emergency Surcharge	4/22/2024	448.50
Tri-Com Central Dispatch/City of Geneva	Distribution	Information Technologies	Wireless 911	4/22/2024	175,417.80
Illinois Department of Revenue	Accrued Liabilities		Recorder's Rental Surcharge	4/1/2024	59,328.00
Flexible Benefits Service, LLC	Accrued Liabilities		Flexible Spending Account	4/8/2024	11,762.16
Flexible Benefits Service, LLC	Accrued Liabilities		Flexible Spending Account	4/8/2024	4,909.78
Flexible Benefits Service, LLC	Accrued Liabilities		Flexible Spending Account	4/22/2024	13,409.44
Flexible Benefits Service, LLC	Accrued Liabilities		Flexible Spending Account	4/22/2024	11,302.68
State of Illinois Treasurer	Accrued Liabilities		County Clerk Domestic Violence	4/22/2024	1,055.00
IL Dept of Public Health, Div of Vital Records	Accrued Liabilities		Death Certificates	4/22/2024	9,588.00
Illinois Department of Revenue	Accrued Liabilities		State Real Estate Transfer Tax	4/1/2024	242,023.50
Hampton Lenzini & Renwick, Inc. (HLR)	Engineering Services	Transportation	Elgin Township	4/22/2024	1,487.26
Hampton Lenzini & Renwick, Inc. (HLR)	Engineering Services	Transportation	Plato Township	4/8/2024	724.70
Hampton Lenzini & Renwick, Inc. (HLR)	Engineering Services	Transportation	Plato Township	4/8/2024	12,078.46
TOTAL				2087	18,329,263.08

STATE OF ILLINOIS)
 SS.
COUNTY OF KANE)

RESOLUTION NO. 24-230

AMENDING THE GROWING FOR KANE FUND FY2024 BUDGET TO ACCOUNT FOR THE LAND TRANSFER NAVIGATOR GRANT PROGRAM

WHEREAS, Kane County was awarded a multi-year Land Transfer Navigator Program grant on behalf of the American Farmland Trust (AFT) in the amount of \$ 100,000; and

WHEREAS, the program will support the succession planning needs of Kane County’s agricultural conservation easement landowners; and

WHEREAS, the Kane County Development and Community Services Department requests a budget adjustment to the FY2024 Growing for Kane Fund budget to account for the grant revenues and related program expenditures.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board that a FY2024 budget adjustment be granted to account for anticipated AFT grant disbursements and expenses of Twenty-Five Thousand Dollars (\$25,000).

435.690.000.38900 - Miscellaneous Other + \$25,000
435.690.022.50150 - Contractual / Consulting Services + \$25,000

Line Item: 435.690.022.50150

Line Item Description: Contractual / Consulting Services

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?

American Farmland Trust grant to be applied to 435.690.000.38900

Passed by the Kane County Board on June 11, 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 the Growing for Kane Fund FY 2024 Budget to Account for the Land Transfer Navigator Grant Program

Committee Flow:

Agriculture Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Mathew Tansley, Planner
630-232-3493

Budget Information:

Was this item budgeted? No	Appropriation Amount: \$25,000
If not budgeted, explain funding source: American Farmland Trust grant to be applied to Fund 435	

Summary:

Kane County was awarded grant funds by the American Farmland Trust in 2023 to implement a Land Transfer Navigator Program beginning in FY 2024. This resolution will amend the Growing for Kane Fund FY 2024 budget to account for the AFT grant revenues and related expenses.

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. 24-231

AUTHORIZING THE AOIC MODERNIZATION FUNDING ALLOCATION

WHEREAS, the 16th Judicial Circuit Court, Kane County, was allocated funding for technology from the Administrative Office of Illinois Courts (AOIC) which provides money to courts for technology goods and services necessary to continue the Illinois Supreme Court’s technology initiative; and

WHEREAS, the Chief Judge shall ensure that the funding allocation will be used by the 16th Judicial Circuit Court, Kane County for the purpose of modernizing equipment and services used to improve the court system; and

WHEREAS, the 16th Judicial Circuit Court, Kane County was allocated by the State the amount of \$272,278.57 (Two Hundred Seventy-Two Thousand Two Hundred Seventy-Eight Dollars and Fifty-Seven Cents) that will pass through Kane County to then be distributed to the appropriate vendors facilitating the projects; and

WHEREAS, the budget amounts need to be reflected in revenue and expense General Ledger accounts; and

NOW, THEREFORE, BE IT RESOLVED by Kane County Board that the Chairman thereof and hereby is authorized to accept the AOIC Modernization Funding for the purposes of depositing and expending funds allocated by the Supreme Court to the 16th Judicial Circuit Court, Kane County, to continue the Illinois Supreme Court’s technology initiatives.

+\$272,278.57	AOIC Modernization Funding	501.800.000.32832
+\$272,278.57	Contractual Expenses	501.800.823.50150

Passed by the Kane County Board on June 11, 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 Receipt of The AOIC Modernization Fund Allocation

Committee Flow:

Judicial/Public Safety Committee, Finance Committee, Executive Committee, County Board

Contact:

Jason W. Mathis, 630-208-5145

Budget Information:

Was this item budgeted? No	Appropriation Amount: \$272,278.57
If not budgeted, explain funding source: TBD	

Summary:

To authorize receipt of the AOIC Modernization Fund Allocation into the appropriate line item.

STATE OF ILLINOIS)
) SS.
 COUNTY OF KANE)

RESOLUTION NO. 24-232

**CREATING A SPECIAL REVENUE FUND AND BUDGET FOR DUI COURT
 WITHIN COURT SERVICES**

WHEREAS, the 16th Judicial Circuit has established a DUI Problem Solving Court; and

WHEREAS, the Chief Judge of the 16th Judicial Circuit has designated the Court Services Department to administer the operational budgets for special problem solving courts for the circuit; and

WHEREAS, the 16th Judicial Circuit has been awarded a DUI Court Grant in the amount of \$141,522 from the Illinois Department of Transportation (IDOT) - Bureau of Safety Programs and Engineering and requires the establishment of a budget.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board authorizes the creation of the following Fund #279, general ledger accounts, and budget amounts:

\$141,522	279.430.000.32724	DUI Court IDOT Grant
\$45,000	279.430.279.50200	Psych Services
\$5,000	279.430.279.50500	Lab Services
\$5,000	279.430.279.53100	Conferences & Meetings
\$1,500	279.430.279.53110	Employee Training
\$500	279.430.279.53120	Employee Mileage Expense
\$300	279.430.279.53130	General Association Dues
\$500	279.430.279.60000	Office Supplies
\$500	279.430.279.60010	Operating Supplies
\$500	279.430.279.60050	Books & Subscriptions
\$500	279.430.279.60520	Incentives
\$5,185	279.430.279.99279	Transfer to Fund 001 - Public Defender
\$77,037	279.430.279.89000	Addition to Fund Balance
\$5,185	001.360.000.39279	Transfer from Fund 279
\$5,185	001.360.360.89000	Addition to Fund Balance

Line Item: 279.430.000 - Various
 Line Item Description: DUI Court

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 June 11, 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

Creating a Special Revenue Fund and Budget for DUI Court within Court Services

Committee Flow:

Judicial Public Safety Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Lisa Aust – (630) 232-5809

Budget Information:

Was this item budgeted? No	Appropriation Amount: \$141,522
If not budgeted, explain funding source: Illinois Department of Transportation DUI Court Grant Award	

Summary:

This resolution establishes creation of the DUI Court Fund under Court Services in the General Fund and the corresponding budget for the fund. The budget is funded by a grant from the Illinois Department of Transportation – Bureau of Safety Programs and Engineering in the amount of \$141,522.

COUNTY OF KANE

Kane County
 Finance Department
 Kathleen Hopkins
 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	Court Services
Date	May 13, 2024
Fund	Fund 279 To Be Established for DUI Court
Category (<i>Personnel Services, Contractual Services, Commodities, or Capital</i>)	Contractual and Commodities
Increase or Decrease	This is creating the G/L #'s in order to receive, track and spend grant dollars for the DUI Court
Amount	We have received a grant for \$141,522 this fiscal year and have applied for another grant for a larger amount for next year

Requested Emergency Appropriation and/or Budget Transfer Description and Rationale (please also attach draft resolution) This is to establish a fund, #279 and the general ledger account numbers, to be used for DUI Court so that we have an on-the-books way to receive grant dollars, budget those dollars, and then track what is spent.

Submitted by
 Signature of Elected Official or Department Executive Director

Date 5/13/24

Category	Account	Approved Budget	Debit	Credit
Personnel Services		None	None	None
Contractual Services	50200 Psych Services			\$45,000
	50500 Lab Services			\$5,000
	53100 Conferences & Meetings			\$5,000
	53110 Employee Training			\$1,500
	53120 Employee Mileage Expense			\$500

2024

May 13, 2024

Guidelines for Balancing the Fiscal Year ~~2019~~ Budget (continued)

~~July 3, 2018~~

	53130 General Association Dues			\$300
Commodities	60000 Office Supplies			\$500
	60010 Operating Supplies			\$500
	60050 Books & Subscriptions			\$500
	60520 Incentives			\$500
<i>Transfer</i>	<i>99279 - Transfer to Gen. Fd</i>			<i>\$5,185</i>
Capital	<i>Addition to Fd Bal - 89000</i>	None	None	None <i>\$77,037</i>

Reviewed by

Emergency Appropriation has been reviewed by Finance Department

Executive Director

Kathleen H. Johnson 5-17-24

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. 24-233

AUTHORIZING ACCEPTANCE OF FY25 FIREARM SAFE STORAGE STRATEGIES

WHEREAS, firearm violence has deeply harmed neighborhoods, communities, and the entire State of Illinois, both through the immediate loss of life and the long-term, harmful effects of trauma experienced by victims, witnesses, and others; and

WHEREAS, a detailed examination of the Kane County data from 2009 to 2021 reveals an alarming trend starting at a firearm-related death rate of 2.7 per 100,000 residents in 2009, the rate escalated dramatically to a peak of 7.9 per 100,000 in 2021. This surge underscores a significant public health crisis that has unfolded over more than a decade. Despite these daunting figures, recent public health efforts and grants aimed at improving community safety have started to make an impact. From 2021, provisional data indicates a downward trend, with a 25% reduction in firearm-related deaths from 2021 to 2022, and an additional 35% decrease from 2022 to 2023. Unfortunately, the overall firearm-related death rate of 6.4 per 100,000 residents from 2018 to 2022 highlights a continued persistent public health challenge; and

WHEREAS, Aurora, a significantly populated area of Kane County, has experienced notable escalations in both shootings-with a 20% increase reported from 2021 to 2022-and firearm-related emergency department visits, which rose by 35% from 2022 to 2023. These statistics reinforce the critical necessity for continuous funding and strategic public health initiatives focused on firearm safe storage and violence prevention; and

WHEREAS, the Kane County Health Department has applied to receive funding from the Illinois Department of Public Health in the amount of forty-eight thousand, seven hundred dollars (\$48,700) to be utilized from July 1, 2024 until June 30, 2025; and

WHEREAS, the funding will allow the Health Department to purchase and distribute firearm locks and safes through community-based organizations, specifically in areas most affected by firearm violence. Additionally, it will incorporate educational sessions designed to enhance safe storage practices significantly. In partnership with the Family Service Association (FSA), the project will also develop training programs on the Firearms Restraining Order Act for practitioners, law enforcement, and the public to broaden understanding and strengthen community safety protocols and carry out activities to reduce the disparity in firearm-related injury and mortality; so

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board that the Chairman thereof is hereby authorized to enter into said agreement with the Illinois Department of Public Health.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Kane County Board that the following adjustment to the fiscal year 2024-2025 budget is hereby authorized.

Line Item: See attachment

Line Item Description: See attachment

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?

Firearm Safe Storage Strategies Grant

Passed by the Kane County Board on June 11, 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 Acceptance of FY25 IDPH Firearm Safe Storage Strategies Grant

Committee Flow:

Public Health Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Michael Issacson, 630-208-3140

Budget Information:

Was this item budgeted? No	Appropriation Amount: \$48,700
If not budgeted, explain funding source: IDPH Grant	

Summary:

The Illinois Department of Public Health has made funding available to purchase and distribute firearm locks and safes through community-based organizations, specifically in areas most affected by firearm violence. Additionally, it will incorporate educational sessions designed to enhance safe storage practices significantly. In partnership with the Family Service Association (FSA), the project will also develop training programs on the Firearms Restraining Order Act for practitioners, law enforcement, and the public to broaden understanding and strengthen community safety protocols and carry out activities to reduce the disparity in firearm-related injury and mortality. This resolution amends the FY24/25 budget and allows the Health Department to accept the grant funding, which will allow the program to begin operations in July, as a funding announcement is expected in June.

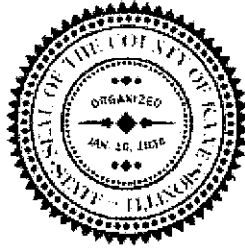
Kane County Finance (KCF) approved the use of "XXX" and "XXXXX" in the resolution to be assigned at a later date by KCF.

Account Number	Description	Amount
350.580.000.XXXXX	Firearm Safe Storage Strategies (FSSS)	48,700
350.580.XXX.53110	Employee Training	5,000
350.580.XXX.53120	Employee Mileage	1,200
350.580.XXX.60010	Operating Supplies	42,500

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?
350.580.000.XXXXX	Firearm Safe Storage Strategies (FSSS)	No	No	Firearm Safe Storage Strategies Grant
350.580.XXX.53110	Employee Training	No	No	Firearm Safe Storage Strategies Grant
350.580.XXX.53120	Employee Mileage	No	No	Firearm Safe Storage Strategies Grant
350.580.XXX.60010	Operating Supplies	No	No	Firearm Safe Storage Strategies Grant

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	Health
Date	5/22/2024
Fund	350
Category <i>(Personnel Services, Contractual Services, Commodities, or Capital)</i>	Personnel Services, Contractual Services, Commodities
Increase or Decrease	Increase
Amount	\$48,700.00

Requested Emergency Appropriation and/or Budget Transfer Description and Rationale (please also attach draft resolution) New grant award to purchase and distribute firearm locks and safes through community-based organizations, specifically in areas most affected by firearm violence.

Submitted by

Signature of Elected Official or Department Executive Director

[Signature] _____ Date 5/22/2024

Category	Account	Approved Budget	Debit	Credit
Personnel Services				
Contractual Services	350.580		6,200	
Commodities	350.580		42,500	
Capital				
<i>Fund Balance Utilization</i>				<i>48,700</i>

Reviewed by

Emergency Appropriation has been reviewed by Finance Department

Executive Director *Kathleen Hopkinson* Date 5-23-24

Line Item: See attachment

Line Item Description: See attachment

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?

Respiratory Surveillance and Outbreak Response Grant

Passed by the Kane County Board on June 11, 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 ACCEPTANCE OF THE ILLINOIS DEPARTMENT OF PUBLIC HEALTH LHD RESPIRATORY SURVEILLANCE AND OUTBREAK RESPONSE (RSORG-25) GRANT

Committee Flow:

Public Health Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Michael Isaacson, 630-208-3140

Budget Information:

Was this item budgeted? No	Appropriation Amount: \$\$1,000,000.00
If not budgeted, explain funding source: Illinois Department of Public Health Grant	

Summary:

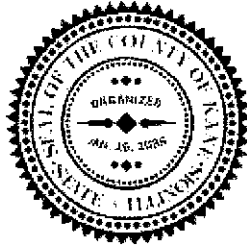
This resolution authorizes the Health Department to accept the Illinois Department of Public Health LHD Respiratory Surveillance and Outbreak Response Grant. The grant will fund the Health Department's efforts to engage congregate care settings in Kane County to ensure that all are prepared and appropriately responding to respiratory illness/outbreaks and are implementing prevention measures to limit severe disease outcomes, as well as epidemiologic investigations, infection control and outbreak response efforts for respiratory diseases and other public health significant events.

Account Number	Description	Amount
350.580.000.XXXXXX	Respiratory Surveil & Outbreak Response	1,000,000
350.580.XXX.40000	Salaries and Wages	447,658
350.580.XXX.45000	Health Insurance	134,388
350.580.XXX.53000	Liability Insurance	13,922
350.580.XXX.53010	Workers Compensation	9,580
350.580.XXX.53020	Others (Unemployment)	224
350.580.XXX.45100	FICA	34,246
350.580.XXX.45200	Retirement	20,503
350.580.XXX.50150	Contractual/Consulting Services	295,074
350.580.XXX.53110	Employee Training	25,000
350.580.XXX.53120	Employee Mileage	2,412
350.580.XXX.60010	Operating Supplies	16,993

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?
350.580.000.XXXXXX	Respiratory Surveil & Outbreak Res	No	No	Respiratory Surveillance and Outbreak Response Grant
350.580.XXX.40000	Salaries and Wages	No	No	Respiratory Surveillance and Outbreak Response Grant
350.580.XXX.45000	Health Insurance	No	No	Respiratory Surveillance and Outbreak Response Grant
350.580.XXX.53000	Liability Insurance	No	No	Respiratory Surveillance and Outbreak Response Grant
350.580.XXX.53010	Workers Compensation	No	No	Respiratory Surveillance and Outbreak Response Grant
350.580.XXX.53020	Others (Unemployment)	No	No	Respiratory Surveillance and Outbreak Response Grant
350.580.XXX.45100	FICA	No	No	Respiratory Surveillance and Outbreak Response Grant
350.580.XXX.45200	Retirement	No	No	Respiratory Surveillance and Outbreak Response Grant
350.580.XXX.50150	Contractual/Consulting Services	No	No	Respiratory Surveillance and Outbreak Response Grant
350.580.XXX.53110	Employee Training	No	No	Respiratory Surveillance and Outbreak Response Grant
350.580.XXX.53120	Employee Mileage	No	No	Respiratory Surveillance and Outbreak Response Grant
350.580.XXX.60010	Operating Supplies	No	No	Respiratory Surveillance and Outbreak Response Grant

COUNTY OF KANE

Kane County
 Finance Department
 Kathleen Hopkins
 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	Health
Date	5/22/2024
Fund	350
Category <i>(Personnel Services, Contractual Services, Commodities, or Capital)</i>	Personnel Services, Contractual Services, Commodities
Increase or Decrease	Increase
Amount	\$1,000,000.00

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

New grant award to reduce illness and death in due to respiratory illness.

Submitted by

Signature of Elected Official or Department Executive Director

[Handwritten Signature]

Date 5/22/2024

Category	Account	Approved Budget	Debit	Credit
Personnel Services			636,795	
Contractual Services			346,212	
Commodities			16,993	
Capital				
<i>Grant Revenue</i>				<i>1,000,000</i>

Reviewed by

Emergency Appropriation has been reviewed by Finance Department

Executive Director *Kathleen Hopkins* Date *5-23-24*

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. 24-235

**AUTHORIZING OPIOID RESPONSE COMMUNITY IMPLEMENTATION
PROJECT- LINE ITEM TRANSFER TO CORONER**

WHEREAS, according to the Center for Disease Control, from 1999 to 2020, more than 500,000 Americans have died from an opioid overdose (including Rx and illicit opioids), which is seen as an epidemic; and

WHEREAS, according to the Centers for Disease Control, the age adjusted rate of overdose deaths increased by 14% from 2020 to 2021: and

WHEREAS, in 2022 there were 359 opioid related overdose emergency department visits at Kane County Facilities and 75 opioid overdose fatalities among Kane County Residents; and

WHEREAS, as part of the 2020 comprehensive community health assessment conducted by the Kane County Health Department, mental health and substance use were identified as top health priorities in Kane County; and

WHEREAS, the Kane County Health Department carries out opioid overdose response strategies through the Illinois Department of Human Services State Opioid Response grant, and

WHEREAS, the Kane County Health Department issued a competitive Request for Proposals to identify projects that will reduce overdoses through community led efforts that include improving access to naloxone, increasing utilization of recovery coaches, conducting street outreach, utilizing harm reduction strategies and enhancing linkages to treatment opportunities, so.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board that the Health Department be authorized to make a line item transfer to the Kane County Coroner's Office in the amount of \$30,000.

Line Item: See attachment

Line Item Description: See attachment

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 June 11, 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 Opioid Response Community Implementation Project-Line Item Transfer to Coroner

Committee Flow:

Public Health Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Michael Isaacson, 630-208-3140

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$30,000.00
If not budgeted, explain funding source: N/A	

Summary:

To reduce opioid overdoses in Kane County, the Health Department is seeking to purchase contractual services from organizations identified through a competitive RFP process. The award of \$30,000.00 should be transferred to Kane County Coroner's Office.

Budget Table for Resolution

AUTHORIZING OPIOID RESPONSE COMMUNITY IMPLEMENTATION

PROJECT- LINE ITEM TRANSFER TO CORONER

Account Number	Description	Amount
350.580.656-50150	KCHD - Contractual Services	30,000.00
001.490.490.XXXXXX	Kane County Coroner's Office	-30,000.00

010.000.000.39900 Fund Balance Utilization \$100,000.00

Line Item: Various

Line Item Description: Various

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?

Fund Balance Utilization

Passed by the Kane County Board on June 11, 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

Emergency Appropriation and Budget Adjustment Request Amending Resolution No. 24-076

Committee Flow:

Finance and Budget Committee, Executive Committee, County Board

Contact:

Terry Hunt, 630.208.2124

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$100,000
If not budgeted, explain funding source: County Highway Fund #300	

Summary:

The Kane County Board approved an increase in the County Highway Fund #300 appropriation to transfer \$100,000 (One Hundred Thousand Dollars) from the County Highway Fund #300 to the Insurance Liability Fund #010, to defray the cost of staff assigned to provide legal assistance and representation to the Kane County Division of Transportation (KDOT).

Resolution No. 24-076 also approved a corresponding revenue appropriation adjustment in the Insurance Liability Fund #010 to receive the transfer of \$100,000 from the County Highway Fund and reduce the reliance of Insurance Liability Fund fund balance to balance the fund's Fiscal Year 2024 Appropriation and Budget.

To achieve the intent and purpose of Resolution No. 24-076, it is not necessary to increase the expenditure appropriation for the Insurance Liability Fund #010 to account for expenditures that the State's Attorney's Office will incur while providing regular legal assistance and representation to KDOT.

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	State's Attorney
Date	May 21, 2024
Fund	#010 Insurance Liability
Category (Personnel Services, Contractual Services, Commodities, or Capital)	Personnel Services, Contractual Services, Commodities
Increase or Decrease	Increase
Amount	\$100,000

Requested Emergency Appropriation and/or Budget Transfer Description and Rationale (please also attach draft resolution) The State's Attorney's Office will be increasing the appropriation for the Insurance Liability Fund budget to account for additional personnel services and commodities costs associated with providing legal assistance to the Kane County Division of Transportation.

Submitted by
 Signature of Elected Official or Department Executive Director

Jamie L. Mosser

May 21, 2024

Date _____

Category	Account	Approved Budget	Debit	Credit
Personnel Services – Salaries and Wages	010.300.320.40000		\$ 55,000.00	
Personnel Services – FICA/SS	010.300.320.45100		4,208.00	
Personnel Services – IMRF	010.300.320.45200		2,519.00	
Personnel Services – Health	010.300.320.45000		11,460.00	
Personnel Services – Dental	010.300.320.45010		717.00	
Contractual Services – Insurance Liability	010.300.320.53000		1,711.00	
Contractual Services – Worker's Comp	010.300.320.53010		1,177.00	
Contractual Services – Unemployment	010.300.320.53020		28.00	
Commodities – Office Supplies	010.300.320.60000		6,180.00	
Commodities – Computer Software, Non-Capital	010.300.320.60060		17,000.00	
Fund Balance Utilization	010.000.000.39900			\$ 100,000.00

Reviewed by

Emergency Appropriation has been reviewed by Finance Department

Executive Director *Kathleen Hopkinson* Date 05-22-2024

STATE OF ILLINOIS)
 SS.
COUNTY OF KANE)

RESOLUTION NO. 24-237

AUTHORIZING AGREEMENTS FOR WORKFORCE INNOVATION AND OPPORTUNITY ACT AND TRADE ADJUSTMENT ACT PROGRAMS FOR PROGRAM YEAR 2024

WHEREAS, Kane County administers annual allocations of federal workforce development funding provided by the Illinois Department of Commerce and Economic Opportunity for the local workforce development area, which includes Kane, Kendall and DeKalb Counties; and

WHEREAS, said funding is authorized under the Workforce Innovation and Opportunity Act (WIOA), which supports career and employment readiness services to area job seekers; and

WHEREAS, the County anticipates being awarded a formula allocation under the Workforce Innovation and Opportunity Act for Program Year 2024 (July 1, 2024 to June 30, 2025) as well as one or more allocations of Trade Adjustment Act funds to serve impacted workers during the year; and

WHEREAS, the County typically contracts with a range of outside entities to deliver services to adults, dislocated workers, and youths throughout the three-county workforce area; and

WHEREAS, the County reviewed the performance of providers that were procured in previous years and determined them to be eligible for new or extended contracts in Program Year 2024; and

WHEREAS, the local Workforce Development Board has authorized all workforce development programming within the three-county area for Program Year 2024.

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Kane County Board and/or the Director of the Office of Community Reinvestment are authorized to sign agreements, certifications, reports and other documents required by the Illinois Department of Commerce and Economic Opportunity in order to receive Workforce Innovation and Opportunity Act and Trade Adjustment Act funds awarded for Program Year 2024, and to sign agreements with the entities named below to undertake the activities/services described and up to the amounts specified for Program Year 2024.

PROGRAM YEAR 2024 CONTRACT SERVICES

Up to Amount	Provider	Project Summary
\$29,999	APS Training Academy	Customized job readiness training/workshops
\$215,000	Business and Career Services	Youth career services/training
\$325,000	Elgin Community College	Youth career services/training
\$176,000	Grundy/Kendall ROE	Youth career services/training
\$385,000	Kishwaukee College	Youth career services/training
\$215,000	Parents Alliance Empl. Proj.	Youth career services/training
\$42,793	Operator Consortium	One-Stop operator services
\$382,500	Waubensee Community Col.	Youth career services/training

Total - \$1,771,292

Line Item: 480.98116

Line Item Description: WIOA Youth, Adult, and Dislocated Worker

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 June 11, 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 Agreements for Workforce Innovation and Opportunity Act and Trade Adjustment Act Programs for Program Year 2024

Committee Flow:

Jobs Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Scott Berger, 630.208.5351

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$1,771,292
If not budgeted, explain funding source:	

Summary:

The attached resolution authorizes the acceptance of federal Workforce Innovation and Opportunity Act and Trade Adjustment Act funds awarded for Program Year 2024 (July 1, 2024 to June 30, 2025). It also authorizes agreements for the delivery of workforce services to adults, dislocated workers, and youth throughout the three-county workforce area, as well as for one-stop operator services. All contracting has been authorized by the Workforce Development Board, which oversees workforce activities in Kane, Kendall and DeKalb Counties. Costs will be covered with federal funds provided by the U.S. Department of Labor, via the Illinois Department of Commerce and Economic Opportunity.

Passed by the Kane County Board on June 11, 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 JUDICIAL FACILITY CONSTRUCTION FUNDS FOR GENERAL CONSTRUCTION SERVICES WITH MRRW CONSTRUCTION (BID#23-032)

Committee Flow: Administration Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Henry Thompson, 630-762-2174 and Andrea O'Brien 630-232-3443

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$449,790
If not budgeted, explain funding source:	

Summary:

Authorizing expenditure of Four Hundred Forty-Nine Thousand Seven Hundred Ninety Dollars (\$449,790) for 1.) Building bathrooms at the KCDC for the Diagnostic Center employees and 2.) Converting Courtroom 150 to the jury check-in room, improving lighting, and building a new entryway to the back of the Third Street Courthouse from the Judicial Facility Construction fund.

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. 24-239

AUTHORIZING MRRW CONSTRUCTION SERVICES FOR THE JUDICIAL TECHNOLOGY MODERNIZATION ARPA PROJECT (BID# 23-032)

WHEREAS, the Kane County 16th Judicial Circuit Court has the need for Judicial Technology Modernization for the purpose of modernizing video and audio equipment in all courtrooms to increase the use of virtual hearings via Zoom; 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 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; and

WHEREAS, Kane County is currently in contract with MRRW Construction Services per Resolution No. 23-285 (BID#23-032) to cover construction projects which cannot be performed in-house by County staff; and

WHEREAS, this project is being funded by State Grants and ARPA funding (RES No. 23-79); and

WHEREAS, the Kane County 16th Judicial Circuit Court has the need to utilize MRRW Construction Services to complete additional work for the Judicial Technology Modernization project; and

WHEREAS, this project will involve work in 24 courtrooms, 4 secured hallways, public hallways, elevator lobbies, electrical closets, network closets, and jury deliberation rooms in both the Judicial Center and the Third Street Courthouse; and

WHEREAS, we estimate the cost of each courtroom to be approximately Forty Thousand Dollars (\$40,000) for a total of Nine Hundred Sixty Thousand dollars (\$960,000) with 20% contingency in the amount of One Hundred Ninety-Two Thousand Dollars (\$192,000) for a total of One Million One Hundred Fifty-Two Thousand Dollars (\$1,152,000).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Kane County 16th Judicial Circuit Court and Building Management are hereby authorized to expend up to Nine Hundred Sixty Thousand dollars (\$960,000) with 20% contingency in the amount of One Hundred Ninety-Two Thousand Dollars (\$192,000) for a total of One Million One Hundred Fifty-Two Thousand Dollars (\$1,152,000) with MRRW Construction Services, LLC 111 S. Lake St., Suite 101, Montgomery, IL 60538 for the Judicial Technology Modernization project.

Line Item: 355.800.66834, 500.800.805.50150, Various

Line Item Description: ARPA: Public Health Effective Service Delivery, Capital Building Improvements, 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 June 11, 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 MRRW CONSTRUCTION SERVICES FOR THE JUDICIAL TECHNOLOGY MODERNIZATION ARPA PROJECT (BID#23-032)

Committee Flow: Administration Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Henry Thompson, 630-762-2174 and Andrea O'Brien 630-232-3443

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$1,152,000.00
If not budgeted, explain funding source:	

Summary:

Authorizing the expenditure of up to Nine Hundred Sixty Thousand dollars (\$960,000) with 20% contingency in the amount of One Hundred Ninety-Two Thousand Dollars (\$192,000) for a total of One Million One Hundred Fifty-Two Thousand Dollars (\$1,152,000) with MRRW Construction Services, LLC for the Judicial Technology Modernization project.



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Contract for Psychiatric Services for the Juvenile Justice Center

Committee Flow:

Judicial Public Safety Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Lisa Aust, 630.232.5809

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$41,600
If not budgeted, explain funding source: N/A	

Summary:

On July 13, 2021, the County Board approved Resolution No. 21-328 allowing the Juvenile Justice Center to enter into an agreement with Family Counseling Services for psychiatric services. That resolution was a three (3) year contract with two (2) additional one-year renewal periods if mutually agreed upon. The first three (3) years of the agreement have elapsed and the Juvenile Justice Center wishes to pick up the option for an additional year at a 4% increase. The annual cost will go from forty thousand dollars (\$40,000) per year to forty-one thousand six hundred dollars (\$41,600) per year.

STATE OF ILLINOIS)
 SS.
COUNTY OF KANE)

RESOLUTION NO. 24-241

AMENDING A CONTRACT WITH ELLEN KAMPS TO PROVIDE ADDITIONAL FOOD AND AGRICULTURE PROJECT CONSULTING SERVICES

WHEREAS, the Kane County Development and Community Services Department is seeking to amend a contract with Ellen Kamps, the lead consultant working with other approved qualified consultants as subcontractors, to provide additional project services following the withdrawal of an alternate service vendor; and

WHEREAS, the Kane County Board previously authorized a contract (RES: 24-050) with Ellen Kamps to provide a range of potential services within the scope of the Priority Service Needs for Kane County Agriculture Projects detailed in Exhibit 2 - EK of the approved contract resolution and attached hereto; and

WHEREAS, the previously approved contract resolution with Ellen Kamps established a not to exceed amount of \$170,000 based on a select set of project needs determined by the Department including but not limited to developing a pollinator habitat toolkit for farmers and managing the implementation of a farmer assistance grant program; and

WHEREAS, the Department requests that the contractual not to exceed amount be increased from \$170,000 to \$290,000 for the delivery of additional project services to be provided by an approved qualified consultant working as a subcontractor under Ellen's contract including the administration of Kane County's Land Transfer Navigator Program and transition support for Kane County's Farmland Protection Program; and

WHEREAS, the Department has secured funding through an American Farmland Trust Land Transfer Navigator Program grant as well as retains funds within the Farmland Preservation Fund 430 Contractual / Consulting Services line item to pay for the additional services.

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Kane County Board is authorized to amend the contract with Ellen Kamps, not to exceed \$290,000 (Two Hundred and Ninety Thousand Dollars), by signing the First Contract Amendment (Attachment A).

(Turn over page to see Attachment A - First Contract Amendment)

Line Item: Fund 430 (Farmland Preservation) Fund 400 (Economic Development), Fund 435 (Growing for Kane), Fund 355 (ARPA)

Line Item Description: N/A

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Partially

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

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

The American Farmland Trust grant disbursements and expenses will be reflected in the budget pending the approval of an FY 24 budget adjustment to the Growing for Kane Fund.

Passed by the Kane County Board on June 11, 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:

Attachment A

FIRST CONTRACT AMENDMENT

Pursuant to the Contract for Professional Services (“CONTRACT”), dated March 28, 2024, which was authorized by Kane County Board Resolution 24-050, and made by and between the COUNTY OF KANE (“COUNTY”), a body corporate and politic existing under the State of Illinois and a unit of local government under Article VII, section 1 of the Illinois Constitution (Ill. Const. Art. VII, §1), and ELLEN KAMPS (“CONSULTANT”), both parties agree as follows:

1. COUNTY AND CONSULTANT mutually agree to amend section 5(a) of CONTRACT to provide as follows:

“(a) The County will pay the Consultant an amount not to exceed \$290,000 (two hundred ninety thousand dollars) for which the Consultant will be retained for one (1) year with an option to extend for one (1) additional one (1) year renewal period if mutually agreed upon by both parties. The Consultant will submit to the County an itemized monthly invoice reflecting the work completed within the preceding calendar month and the time spend thereon. The monthly invoice will also include a summary of all previous invoices up to, and including the invoice for the current month. The Work will be billed at the hourly rates set forth in **Exhibit 1**. The County will pay each such invoice within 60 days of its receipt.”

2. All terms and conditions of the Contract, not amended herein, shall remain the same.

IN WITNESS WHEREOF, COUNTY AND CONSULTANT execute this First Contract Amendment, as of _____, 2024, intending to be legally bound hereby.

COUNTY OF KANE

By: _____

Name:

Title:

Date:

ELLEN KAMPS

By: _____

Name:

Title:

Date:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Amending a Contract with Ellen Kamps to Provide Additional Food and Agriculture Project Consulting Services

Committee Flow:

Agriculture Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Matt Tansley, 630.232.3493

Budget Information:

Was this item budgeted? Partially	Appropriation Amount: \$290,000
If not budgeted, explain funding source: To be paid with funding available through one or more of the following: Farmland Preservation Fund 430, Economic Development Fund 400, Growing for Kane Fund 435, and ARPA Fund 355	

Summary:

This resolution will amend a contract between Kane County and Ellen Kamps to provide additional food and agriculture project consulting services to be provided by an approved qualified consultant working as a subcontractor. The additional services will include the administration of Kane County's Land Transfer Navigator Program and transition support for Kane County's Farmland Protection Program.

**EXHIBIT 2 - EK
(The Work)**

**Priority Service Needs for Kane County Agriculture Projects
(That may be fulfilled by **Ellen Kamps**)**

1. Provide local food system and agricultural business advisory services (on policies and programs) to the Kane County Agriculture Committee and Director of the Development and Community Services Department.
2. Advise the development and implementation of programs that increase the accessibility of healthy, local foods in underserved communities.
3. Review and evaluate the draft Kane County Strategic Economic Development Plan and recommendations in respect to initiatives identified for agriculture.
4. Identify business development and expansion opportunities in the agriculture, local food production, and agriculture technology sectors, working with the Greater Chicagoland Economic Partnership and World Business Chicago.
5. Provide ongoing advisory services to Kane County officials on the role of agricultural sector partners in the formation and launch of a public/private partnership economic development organization for Kane County.
6. Identify and evaluate funding opportunities offered by public and private entities.
7. Identify and evaluate new revenue streams for supporting Kane County-led agricultural programs.
8. Provide grant-writing services for funding applications that further the strategic growth of Kane County's Agriculture Programs.
9. Provide training / technical assistance for local food growing organizations (e.g. business/strategic planning, financial management, sales and marketing, technology and innovation ... etc.).
10. Provide technical guidance in designing and deploying measurement tools for tracking carbon sequestration, greenhouse gas emissions, and other climate mitigation metrics.
11. Create conservation plans with soil health, water quality, and habitat improvement goals for working farms.
12. Conduct stakeholder interviews, facilitated discussions / focus groups, and design engagement surveys.
13. Administering economic relief and business development grant programs for agriculture-based businesses and food service organizations.

Passed by the Kane County Board on June 11, 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 Emergency Communications for Uninterruptable Power Supply (UPS) System Replacements with Installation (RFP# 24-031-TK)

Committee Flow: Judicial Public Safety Committee, Finance, Executive Committee, County Board

Contact: Michelle Guthrie 630.232.5988

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$64,919.89
If not budgeted, explain funding source:	

Summary:

Authorizing a contract agreement for an Uninterruptible Power Supply (UPS) System Replacement at Kane County Emergency Communications with Nationwide Power Solutions for the replacement of batteries, electrical work, installation, and five years of extended warranty in the bid amount of Sixty Four Thousand, Nine Hundred Nineteen and Eighty-Nine Cents (\$64,919.89). KaneComm will request reimbursement for this project from the Emergency Telephone Systems Board (ETSB)

**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



April 29, 2024

PROCUREMENT SYNOPSIS

Requesting Department:	Kane County Information Technologies and KaneComm
Procurement Name:	RFP #24-031-TK – Uninterrupted Power System & Installation
Recommended Vendor:	Nationwide Power Solutions, Inc

NOTIFICATION AND RESPONSE

Public Notices: • County of Kane’s Web site • The Daily Herald

Advertising Date:	March 22, 2024	Notices sent/Plan holder: 34/34
Bid Due Date:	April 18, 2024	Proposal Received: 1

PURPOSE

This contract will provide a replacement Uninterruptible Power Supply System (UPS) with Installation for the KaneComm’s Office.

A total of one (1) proposal response was received and evaluated by KaneComm’s Office and the evaluation team per specifications, scope of services, and contract requirements and scored based on the criteria important to the required services, and determined that Nationwide Power Solutions, Inc. was the most qualified and responsive to the RFP.

Selection Criteria: •Suitability, Quality of Proposal and Offer (40%) •Cost Proposal (30%)
•Qualifications/Experience/Understanding of the Project (15%) •References (15%)

SCORING SUMMARY

VENDORS	RANK	TOTAL AVERAGE EVALUATED SCORES
Nationwide Power Solutions, Inc. of Henderson, NV	1	94.00%

Based on the Vendor’s technical offer per scope of services, qualifications, experience, proposal compliance, and cost, the Evaluation Team recommends awarding this service contract to Nationwide Power Solutions, Inc. of Henderson, NV pending approval by the Committee and the full Kane County Board’s approval.

Submitted By:
Tim Keovongsak, CPPB
Assistant Director of Purchasing

cc: KaneComm



April 15, 2024

Submitted via Portal
Email: purchasing@co.kane.il.us

RE: RFP #24-031-TK – Uninterruptible Power Supply (UPS) System Replacements with Installation

To Whom It May Concern,

Nationwide Power Solutions, Inc. hereby submits this offer to County of Kane based on County of Kane's acceptance of Nationwide Power Solutions, Inc.'s Proposal Numbers 65049 and 52884-6, in their entirety, which are attached hereto and incorporated by this reference. **Nationwide Power Solutions, Inc.'s Proposal Numbers 65049 and 52884-6 shall be valid for 45 days from the date of the proposal.**

Nationwide Power Solutions, Inc.'s Illinois Department of Employment Security Account Number is Acct # 4592059.

In the event the terms and conditions of Nationwide Power Solutions, Inc.'s offer is not acceptable to County of Kane, we are amenable to negotiating mutually acceptable terms and conditions.

Thank you for your consideration of Nationwide Power's offer. If you have any questions regarding our offer, please feel free to contact me at the phone/email details noted below. We look forward to working with you as your partner on this project.

Sincerely,


DK

Dani Toothman
Equipment Sales Representative
Nationwide Power Solutions, Inc.
Tel: 702-800-6654
Email: dtoothman@nationwidepower.com


DK

Jeff Ziegler
Battery Sales Representative
Nationwide Power Solutions, Inc.
Tel: 702-527-6722
Email: jziegler@nationwidepower.com



YOUR CRITICAL POWER INFRASTRUCTURE PARTNER
1060 Mary Crest Road | Henderson, NV | 89074
ph: 800.868.2780 | fx: 800.586.5095
nationwidepower.com

PROPOSAL RESPONSE FORM
RFP 24-031-TK
UNINTERRUPTED POWER SUPPLY SYSTEM & INSTALLATION

RFP Due Date & Time: Thursday, April 18, 2024 at 3:30 p.m. CST

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

The proposer shall return the 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 services 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): 1; _____; _____; _____; _____; _____.

The Vendor has examined the Contractor Disclosure section C of the Terms and Conditions, and has included or provided a 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. The Vendor is aware of and has examined the Responsible Bidder Requirement section I, which requires additional information and documentation from the responder bidding on public works construction projects.

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 David Kreger

Typed Signature David Kreger

Company Nationwide Power Solutions, Inc.

Address 1060 Mary Crest Road Henderson, NV 89074

Phone # 800-868-2780 Fax # _____ E-mail myvendor@nationwidepower.com

Federal I.D./Social Security # 06-1762346 Date 4/15/2024

ACCEPTANCE

The Offer is hereby accepted for Uninterrupted Power Supply System & Installation

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, specification and amendments, the Contractor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number 24-031-TK. 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 checked="" 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
Uninterrupted Power Supply System & Installation
For
KANE COUNTY BOARD, Geneva, Illinois

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

Offeror's Name: Nationwide Power Solutions, Inc.

1. Organization: Pasco County Internal Services
Address: 7536 State Street
City, State, Zip Code: New Port Richey, FL 34654
Telephone Number: 727-847-8139
Contact Person: Thomas Allen
Date of Project: _____
E-Mail Address: tallen@pascocountyfl.net
2. Organization: United Airlines
Address: 7401 Martin Luther King Blvd
City, State, Zip Code: Denver, CO 80207
Telephone Number: 303-780-5901
Contact Person: Don Wolfe
Date of Project: _____
E-Mail Address: don.wolfe@united.com
3. Organization: J.C.Penney Corp
Address: 310 South Main St
City, State, Zip Code: Salt Lake City, UT 84101
Telephone Number: 801-350-2495
Contact Person: Lance Galloway
Date of Project: 2023
E-Mail Address: lgall@jcp.com
4. Organization: PCAOB- NY
Address: 1251 Avenue of the Americas
City, State, Zip Code: New York, NY 10020
Telephone Number: 202-591-4784
Contact Person: Sebastian Kaiser-Vu
Date of Project: 2022
E-Mail Address: kaiser-vus@pcapbus.org

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.

David Kreger
Signature of Authorized Officer

David Kreger

Name of Authorized Officer (Print or Type)

Contracts Manager

Title

702-566-6624

Telephone Number

Subscribed and sworn to
before me this 12 day of
April, 2024.

Notary Public Signature & Seal



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

David Kreger

Name of Authorized Officer (Print or Type)

Contracts Manager

Title

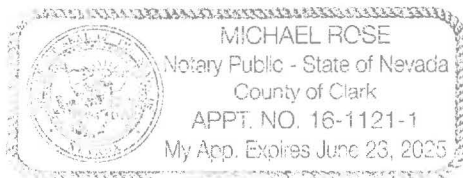
800-868-2780

Telephone Number

Subscribed and sworn to
before me this 12 day of
April, 2024.



Notary Public Signature & Seal



RESPONSIBLE BIDDER REQUIREMENTS FORM
To be completed by Contractor/Subcontractor

Project Description: UPS Power Supply System **Contract Number:** 24-031-TK
Business Name: Nationwide Power Solutions, Inc.
Business
Address: 1060 Mary Crest Road Henderson, NV 89074
Contact Person: David Kreger
Phone: 702-527-6720 **E-mail:** myvendor@nationwidepower.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 David Kreger, as Contracts Manager and
(Name) (Title)
on behalf of Nationwide Power Solutions, 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 LLC
 Corporation Independent Contractor (Individual)

If contractor/subcontractor is a corporation, indicate the state and the date of incorporation:

State of Nevada 12-02-2005

Authorized to do business in the State of Illinois:

Yes No

Describe supporting documentation attached: State of IL Certificate of Good Standing

Registered with Illinois Department of Revenue: Yes No
]

Describe supporting documentation attached (if "No," explain):
IL Dept of Revenue Certificate of Registration

Registered with Illinois Department of Employment Security: Yes No
]

Describe supporting documentation attached (if "No," explain):
IL Dept of Employment Security Acct # 4592059

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:
Workers Compensation Policy- Certificate of Insurance

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 [x] No []

Professional or Trade Licenses

Contractor will possess all applicable professional and trade licenses required for performing the Contract work:

Yes [x] No []

Describe supporting documentation of such licenses:
Subcontractor Electrician holds required electrical 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 [x]

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 project and who face hazards on the job:

Yes [x] 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 [X] No []

Contractor provided a Form to all of the above-referenced subcontractors:

Yes [X] No []

Documentation Attached (Contractor must initial next to each item):

OK **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.

OK **Table B:** Additional Information Required

OK **Certificate of Good Standing**
(or other evidence of compliance with laws pre-requisite to doing business in the state)

OK **Illinois Department of Revenue registration**

OK **Illinois Department of Employment Security registration**

OK **Evidence of participation in applicable registered apprenticeship programs**

OK **Evidence that each apprenticeship program meets RBO graduation requirement**

OK **Substance Abuse Prevention program (or applicable provision from CBA in effect)**

OK **Written Safety Policy Statement signed by company representative**

OK **OSHA cards evidencing 10-hour or greater safety program, if requested**

OK **Workers' Compensation Coverage**

OK **Professional or Trade Licenses**

Michelle Guthrie
Kane County Government Center
719 S Batavia Ave
Geneva, IL 60134

Thank you for the opportunity to provide you with a quotation for your network-critical power equipment. As the leading multi-brand service provider in the country, Nationwide Power™ will provide you with the highest level of service to proactively minimize your downtime. When you choose Nationwide Power, what stands behind your critical power equipment is:

- Nationwide Power's **Critical Power Professionals™** (CPP™) whom are some of the industries most experienced (**23 years** UPS specific experience on average) and highly trained engineers in the field that are actual employees, not subcontractors
- Sales professionals with a minimum of 15 plus years in the industry
- **Customer Service experts** that provide industry leading and personalized service, without the need of endless phone tree loops
- **In house** electronic repair and testing capabilities, down to the board level
- The **most extensive** parts inventory in the industry built up over 20 years, including legacy parts to keep you up and running for years to maximize your capital investments
- **Multi-brand** support, not just a single manufacturer
- Contract consolidation, **saving you time and money** by eliminating the need to call multiple service vendors for maintenance

We also provide additional services to help you leverage single sourcing and reduce the inefficiencies of managing multiple vendors and contracts including:

- All brands of new and refurbished **Uninterruptible Power Supplies** (UPSs)
- All brands of OEM replacement **Batteries**
- **DC plants**

Our goal is to make our customers successful by providing the **highest quality of service** in all that we do, in order to minimize downtime and the price of non-conformance. Thank you for trusting Nationwide Power with your critical power, and this opportunity to submit a proposal for your critical power needs. Please make sure you perform your due diligence by checking us out here:

<https://nationwidepower.com/customer-feedback/>

Please feel free to call me if you have any questions or concerns regarding this quotation, or require any other changes.



Jeffrey Ziegler
Battery Sales Representative
Nationwide Power Solutions, Inc.
Phone: 702.527.6722
Fax: 800.586.5095
E-Mail: jziegler@nationwidepower.com

All fields required for processing

Company Name

Quote Number

Accounts Payable Information

AP Email

PO Required?

Yes

No

Scheduling Contact

Name

Phone

Email

Equipment Location

Street

City

State

Postal Code

Special requirements below WILL incur charges in addition to normal freight charges

Product Type

Batteries

Equipment

Ship To

Company Name

Street

City

State

Postal Code

Receiving Hours

Site Contact

Name

Phone

Email

Restrictions

Truck Size

Yes

No

Parking

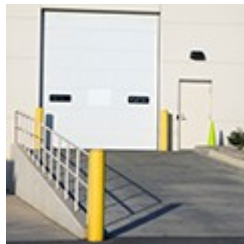
Yes

No

Dock Type



Standard Dock



Ground Level



Shared Dock

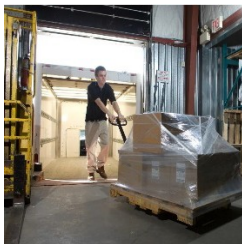


No Dock
Comments or Special
Requirements Required

Additional Items



Lift-Gate



Inside Delivery



PalletJack



Delivery Appointment
Required



Certificate of Insurance

*****DUE TO LIABILITY, INSIDE DELIVERY IS INSIDE THE FIRST DOORWAY ONLY**

Special Requirements for Dock / Facility Access

Will you be moving the product from the delivery point to the installation location?

If No, please proceed to the Special Requirements section below. If you are unable to move the product, a mover/rigger will be required and quoted as an additional expense

Yes No

Special Requirements Only required if you checked "No" to moving the product to the installation

Special requirements below WILL incur charges in addition to normal freight charges.



Pallet Breakdown



Curb/Street Delivery



White Glove
See below

Inside Delivery Instructions (White Glove)

Complete only if product is to be delivered beyond the first threshold inside the building by Carrier.

Product must be placed within 50 feet of the installation location.

Is a pallet jack allowed inside?	Yes	No
What is the narrowest doorway width?	ft	inch
Distance from the delivery vehicle to the final inside delivery location?		ft
Product must be placed within 50 feet of the installation location		
Pallet breakdown service requested? (Remove batteries from pallet and move to UPS area.)	Yes	No
Is an appointment required?	Yes	No
Can the product be delivered during normal hours? Delivery Hours	Yes	No
Is flooring protection required?	Yes	No
Does the shipment need to go to another floor (Basement, Ground, 2nd, etc.)?	Floor # Yes	No
Is there a freight elevator available?		
Weight Restriction/Capacity	lbs	Yes
Door Opening Width	ft in	No
Will stairs need to be navigated? Number of Stairs	Yes	No
Will an escort be required for the delivery and work to be completed?	Yes	No
Are there any training (safety or other) requirements that need to be completed for work to be done?	Yes	No

Any items requested on this page will need to be quoted for your order

Delivery/Installation Notes

**Please note, for safety reasons, all areas leading to the installation area MUST be clear of debris and obstructions in order for our technicians or drivers to remain safe. If walkways and area cannot be cleared due to equipment, wiring, and/or other obstructions, we may not be able to move the product to its proper location

Thank you for the opportunity to provide you with a proposal relating to your critical power equipment. Nationwide Power understands how important this critical equipment is to your organization so we strive to provide the industries best in products, services, and quality. We appreciate the opportunity and look forward to earning your business.

Contact

Kane County Government Center
 Michelle Guthrie
 719 S Batavia Ave
 Building C
 Geneva, IL 60134

 Phone: 630-232-5988
 Fax: 630-208-2047

All orders over \$50,000 require 50% Down

Down payment of 50% required for all orders exceeding \$50,000. Down payment must be received by Nationwide Power prior to placing an order with the manufacturer. All orders subject to credit approval. Batteries are quoted FOB Origin and any freight damage communications and collections are between receiver and carrier.

Kane County Government Center | 719 S Batavia Ave, Geneva, IL 60134
Building C Data room UPS 1 - Building C

216.00)	VRLA Sealed Lead Acid Battery for Eaton 9355 30.0000 kVA Serial #BC161KXX10 <i>Dims: 6.53"x4.92"x6.89"</i> <i>Unit Weight: 23.60000</i>	<i>Voltage: 12.00000</i> <i>AH/Watts: 30.00000</i>	<i>Warranty: 1 Year</i>	\$16,632.00
1.00)	Battery Installation, Removal & Disposal, Normal Hours for Eaton 9355 30.0000 kVA Serial #BC161KXX10			\$3,760.00
1.00)	Freight White Glove Inside Delivery to the 2nd floor for Eaton 9355 30.0000 kVA Serial #BC161KXX10			\$1,971.14

Location Subtotal \$22,363.14

(See Agreement Page for Total)

Batteries

Unless otherwise stated herein:

- * Lead time on batteries is subject to availability.
- * This proposal does NOT include the cost to have the OEM on site to reset the battery life timer, if applicable. This can be quoted if needed.
- * Nationwide Power's warranty obligation with respect to Batteries is limited to those express warranties made to Nationwide Power by the manufacturer and which are transferrable to Customer. Warranty applies to raw battery only (freight and installation not included).
- * Quoted price includes Nationwide Power disposing of all spent batteries and returning to Nationwide Power any replaced battery modules. If Customer chooses to keep any spent batteries, pricing will need to be re-quoted to exclude the spent battery scrap credit. Unreturned battery modules will incur an additional charge to Customer of 50% of the quoted materials pricing for each module.
- * Installation charges are based upon the replacement batteries are safely accessible and located on the same level (no stair access required) within 50 feet of the installation location. Should Nationwide Power be required to move batteries in excess of 50 feet, or up or down stairs, an additional charge will be applied.
- * In the event the installation is delayed or rescheduled, additional labor and return visit charges may apply.
- * Unless specifically stated herein, this Proposal does not include any special site access requirements such as, but not limited to: site specific training, site specific personnel screening/clearance, or working in confined spaces/locations requiring fall protection/hazardous environmental conditions. Contact your sales representative if any special site access protocols or other site requirements apply.
- * Customer will pay any local, state or federal sales, excise, use or other taxes which may be levied upon the service or materials provided pursuant to this Agreement.
- * If shipping Collect on Customer carrier, shipment will be FOB Origin and Customer takes possession / responsibility of the shipment upon Customer provided carrier pick up signature.

You can find Nationwide Power's "Freight Shipping Instruction" form attached to the proposal or via our website: www.nationwidepower.com/deliveryform.

Please note: for safety reasons, all areas leading to and around the UPS System must be clear of debris and obstructions, in order for our technicians to safely transport and replace the batteries. This helps prevent injury to our technicians, as well as damage to the batteries, your site, and equipment. If the areas cannot be cleared due to equipment, wiring, and/or other obstructions, this may cause the installation to be delayed.

(Agreement Page Follows)

Unless otherwise indicated, price quotations are valid for 30 days and exclude any applicable freight costs or any applicable sales, use, or other taxes. Prices based on estimated quantities or time periods may change in the event actual quantities or time periods differ. Nationwide Power reserves the right to adjust pricing or delivery dates, during the term of this quote or resulting orders, to reflect the impact of current or future taxes, duties, or tariffs on the price of the products or services included herein. All orders are subject to acceptance by NP.

SubTotal	\$22,363.14
Tax	\$0.00
Grand Total	\$22,363.14

All orders over \$50,000, 50% Down

All **required** forms must be filled out to process your Order

Payment Terms

NET 15

Shipping Terms

FOB Origin Prepaid & Add

Customer Legal Name (if different than above):

Customer Mailing Address (if different than above):

By signing below, Customer hereby authorizes Nationwide Power Solutions, Inc. ("NP") to provide the Services and/or Equipment at the prices stated herein. By signing this Quote or by purchasing the Services and/or Equipment from NP, Customer agrees to, and intends to be bound by the terms of this Quote and NP's online Terms and Conditions which are incorporated by this reference and made a part of this Quote (collectively the "Agreement"). [Service Terms and Conditions](#) (apply in the case of Services). [Equipment Terms and Conditions](#) (apply in the case of Equipment). Copies of the Terms and Conditions are available upon request. If a purchase order is not provided, then this signed Quote authorizes NP to invoice for such Services and/or Equipment.

Quote 52884

Customer Signature:

Customer Printed Name:

Date:

Sealed (VRLA) Battery Replacement Service

New Battery Inspection

1. Inspect new battery to ensure correct battery and quantity received.
2. Inspect new battery for any damages.
3. Prepare new battery for installation.
 1. Load test new battery.
 2. Prepare posts as needed.
 1. Cleaning.
 2. No-ox grease (if applicable).

Replacement

1. Disconnect existing battery from charging system.
2. Disconnect and remove existing battery connections and batteries.
3. Install new battery.
4. Re-install battery connections.
5. Torque inter-cell/jar and inter-tier terminal connections as necessary per OEM specifications.
6. Connect battery to charging system.
7. Verify/adjust charging system to proper float voltage per OEM battery specification sheet.
8. Complete battery maintenance data sheet.
9. Record as left condition, discuss findings with customer and provide field service report.

NOTE 1: See battery proposal for additional scope of work.

NOTE 2: Scope of Work may be generic and subject to change to accurately reflect equipment on site.

NOTE 3: Battery replacement performed in accordance with IEEE and OEM standards.

Thank you for the opportunity to provide you with a proposal relating to your critical power equipment. Nationwide Power understands how important this critical equipment is to your organization so we strive to provide the industries best in products, services, and quality. We appreciate the opportunity and look forward to earning your business.

Contact

Kane County Government Center
 Tim Keovongsak
 719 S Batavia Ave
 Bldg A
 Geneva, IL 60134

 Phone: 630-232-5929
 Fax: 630-208-5107

All orders over \$50,000 require 50% Down

An invoice will be issued upon shipment of the products. Down payment of 50% required for all orders exceeding \$50,000. Down payment must be received by Nationwide Power prior to placing an order with the manufacturer. All orders subject to credit approval. Equipment is quoted FOB Origin and any freight damage communications and collections are between receiver and carrier. If FOB Destination is required, 5% of the product total will be added to the Total Price and must be reflected on the purchase order.

Kane County Government Center | 719 S Batavia Ave, Geneva, IL 60134**Eaton 9355 30kVA**

1.00) UPS - Eaton 9355, 30kVA, 2x2, MBP Switch, Internal Batteries, New
 Three Phase, Online Double Conversion - Factory New
 Internal batteries provide 11 minutes@ full load
 Warranty: 90 days labor, 1 year parts
 ⚠ Runtime with 3 full battery cabinets and internal batteries:
 108 minutes@ full load / 471 minutes@ 7.5kVA

 Works with existing maintenance bypass and external battery cabinets
Dims: 66"x20"x34.1" *Voltage:* *Warranty:* 1 year parts
Unit Weight: 1160.00000 *AH/Watts:*

1.00) Startup - Upgrade From 5x8 To 7x24 Startup 30kVA

1.00) Kit - Eaton Gigabit Industrial Gateway X2 Card, New

Subtotal \$24,071.00**Eaton 9355 Options**

1.00) Install subcontracted work
 Work to be completed during normal business hours Monday - Friday 7AM - 330PM
 Site has existing wallmount maintenance bypass which will allow load to stay online
 See description on next page \$7,257.00
Dims: *Voltage:* *Warranty:*
Unit Weight: *AH/Watts:*

1.00) Freight based on liftgate and appointment with electrician \$772.00

1.00) FOB Destination \$1,203.55

Subtotal \$9,232.55**Warranty Options**

1.00) Nationwide Power | Warranty upgrade | At time of Sale
 Warranty upgrade - adds labor to base warranty for a total of 1 year labor and parts \$750.00


2.00) Nationwide Power Extended Warranty | (Emergency Service Parts & Labor) | 8 Hour Response | 7x24 Anytime | UPS & Battery Preventive Maintenance Inspection 1 Per Year (1 Major, 0 Minor) | At time of Sale
 Year 2 & 3 Coverage \$4,251.60
 1 Preventative Visit UPS, 2 Preventative visits - battery per year
 ⚠ Not valid with other extended warranty option

4.00)

Nationwide Power Extended Warranty | (Emergency Service Parts & Labor) | 8 Hour Response | 7x24 Anytime | UPS & Battery Preventive Maintenance Inspection 1 Per Year (1 Major, 0 Minor) | At time of Sale
Year 2 -5 Coverage

\$8,503.20

1 Preventative Visit UPS, 2 Preventative visits - battery per year

 Not valid with other extended warranty option

Subtotal \$13,504.80

(See Agreement Page for Total)

Full Service

Full Service and Preventative Maintenance Program includes:

- * Emergency Service
- * Full Service Coverage (except replacement of batteries & full capacitor banks)
- * Preventative Maintenance

Full Service coverage includes 100% parts, labor, travel, and on-site time for both remedial and emergency repairs, with the exception of battery replacements, battery related service calls, and full capacitor bank replacements (individual failed capacitors are covered under the terms of this agreement). Any service found to be related to these items will be billed separately. This Agreement does not cover damages to the Equipment caused by misuse, including but not limited to, incorrect operation by anyone other than Nationwide Power or operation outside of the Equipment manufacturer's recommended operating specifications or conditions. All parts removed / replaced during service become property of Nationwide Power. Failure to return removed/replaced parts within 30 days to Nationwide Power may result in additional charges to customer. Customer will pay any local, state or federal sales, excise, use or other taxes which may be levied upon the service or materials provided pursuant to this Agreement. For Modular Units: Contract includes (1) one OEM Replacement Power Module, (1) one OEM RIM and MIM (for failed or bad intelligence modules) per unit/per contract period. Any additional replacement modules will be provided at the customer's expense.

Multiple year contracts freeze pricing for the duration of the contract term (price increases due to material and/or labor cost increase are avoided). Multiple year contracts can be cancelled at any time by customer with 30 days written notice. The prorated amount of any prepaid, unused maintenance charges may be refunded to customer upon written request.

Equipment

Leadtime on Equipment is subject to availability.

- * Freight, rigging and installation are not included in the above contract pricing, unless otherwise stated above.
- * Unless otherwise stated herein, Nationwide Power's warranty obligation for this Equipment is limited to those express warranties made to Nationwide Power by the manufacturer and which are transferrable to Customer.
- * Authorized start-up may be required for warranty validation. Battery warranty may require semi-annual preventative maintenance for validation (not included).
- * Refurbished or Used Equipment is first come first serve.
- * Unless specifically stated herein, this Proposal does not include any special site access requirements such as, but not limited to: site specific training, site specific personnel screening / clearance, or working in confined spaces / locations requiring fall protection / hazardous environmental conditions. Contact your sales representative if any special site access protocols or other site requirements apply.
- * Customer will pay any local, state or federal sales, excise, use or other taxes which may be levied upon the service or materials provided pursuant to this Agreement.
- * If shipping Collect on Customer carrier, shipment will be FOB Origin and Customer takes possession/responsibility of the shipment upon Customer provided carrier pick up signature.

* Nationwide Power's "Freight Shipping Instruction" form MUST be submitted prior to order processing to ensure there are no delivery issues. This will assist you in identifying and communicating any additional delivery requirements. You can find this form attached to the

proposal or via our website: www.nationwidepower.com/deliveryform.

(Agreement Page Follows)

Unless otherwise indicated, price quotations are valid for 30 days and exclude any applicable freight costs or any applicable sales, use, or other taxes. Prices based on estimated quantities or time periods may change in the event actual quantities or time periods differ. Nationwide Power reserves the right to adjust pricing or delivery dates, during the term of this quote or resulting orders, to reflect the impact of current or future taxes, duties, or tariffs on the price of the products or services included herein. All orders are subject to acceptance by NP.

SubTotal	\$46,808.35
Tax	\$0.00
Grand Total	\$46,808.35

All orders over \$50,000, 50% Down

All **required** forms must be filled out to process your Order

Payment Terms

NET 15

Shipping Terms

FOB Origin Prepaid & Add

Customer Legal Name (if different than above):

Customer Mailing Address (if different than above):

By signing below, Customer hereby authorizes Nationwide Power Solutions, Inc. ("NP") to provide the Services and/or Equipment at the prices stated herein. By signing this Quote or by purchasing the Services and/or Equipment from NP, Customer agrees to, and intends to be bound by the terms of this Quote and NP's online Terms and Conditions which are incorporated by this reference and made a part of this Quote (collectively the "Agreement"). [Service Terms and Conditions](#) (apply in the case of Services). [Equipment Terms and Conditions](#) (apply in the case of Equipment). Copies of the Terms and Conditions are available upon request. If a purchase order is not provided, then this signed Quote authorizes NP to invoice for such Services and/or Equipment.

Quote 65049

Customer Signature:

Customer Printed Name:

Date:



VRLA Battery Warranty Statement

Terms and Conditions

CSB Energy Technology Co., LTD ("CSB") conditionally warrants to PURCHASER of the Products, that the Product, as delivered: (i) is free from defects in material, workmanship and title; (ii) conforms to CSB's published or designated specifications for the Product's physical characteristics, operating parameters and performance ("the Specifications"), and (iii) should PURCHASER discover and report any defects or nonconformities in the Product to CSB within a warranted time frame as listed in matrix below, CSB, upon satisfactory investigation of PURCHASER's claim, shall correct such defect or nonconformity either, at its sole option, (i) by repairing any defective or damaged part or parts of the Products; (ii) making available FOB PURCHASER's facility, a replacement Product or any necessary repaired or replacement parts; or (iii) providing a credit to PURCHASER in the amount of the purchase price of the Product, each exclusive of any labor, installation, transportation, service or test related costs or charges ("the Warranty"). Upon return by PURCHASER under the Warranty, all defective or nonconforming Products that are replaced by CSB shall become the property of CSB. The Warranty is subject to the following conditions:

1. The Product must have been installed, charged, discharged, stored, used, and maintained in accordance with CSB's current printed instructions and the Specifications.
2. The Warranty Period for any Product which has been installed in an environment where the temperature exceeds 25°C (77°F) shall be proportionately reduced by fifty percent (50%) for every 10°C increase in temperature above 25°C unless otherwise stated. Operation or storage of the Product for any length of time in an environment having a temperature above 50°C will void the Warranty.
3. Unless otherwise stated in writing from CSB for specific warranty conditions in an intended application, for products used in an application not intended or designed to perform as outlined in table previously shall be considered void of Warranty and not eligible for warranty replacement or credit.
4. A Product will be considered defective or nonconforming if it has not delivered at least eighty percent (80%) of its rated capacity during the Warranty Period. This will be determined by recharging the battery for 48 hours, then discharging and measuring the amount of Ah used versus the Ah capacity of the battery.
5. Product must be of proper capacity and size for the intended application.
6. The Product has not been subjected to misuse, abuse, or physical damage.
7. PURCHASER has promptly notified CSB of any defects or nonconformities and cooperated with CSB by making the Product available for assessment and/or repair by CSB.
8. It shall not be deemed necessary for defective or nonconforming Products to be returned to the CSB for credit if the quantity involved is < 4 units. However, the claim must be accompanied by a field service report containing the relevant readings and details of the failure. Quantities of > 4 units must be returned for CSB to determine the failure mode.
9. Upon request of CSB, PURCHASER shall have promptly returned to CSB, FOB shipping point-freight prepaid, any Product believed to be defective or nonconforming. PURCHASER must request and receive from CSB a Return Material Authorization (RMA) for any Product believed to be defective or nonconforming prior to returning such Product to CSB.
10. The Warranty shall be enforceable by the PURCHASER of the Products and is non-transferable.
11. The Warranty shall be rendered void if the Product is serviced by any party other than a representative from one of PURCHASER's authorized Service Centers or a party which PURCHASER's Service Department has pre-approved in writing or if Product has not been serviced per PURCHASER's instructions.
12. The warranty will be void if the Product becomes unserviceable due to fire, wreckage, neglect, freezing, abuse, any act of God, the use of battery additions.



VRLA Battery Warranty Statement

13. CSB makes no warranty and shall have no obligation for any damage to the Product caused by or resulting from abuse, misuse, neglect or any unauthorized repairs, maintenance, or alterations of the Product.

The preceding paragraphs set forth the exclusive remedies of PURCHASER for all claims based on a defect in or nonconformity of the Product, whether the defect or nonconformity arises before or during the warranty period, and whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence and strict liability), or otherwise.

CSB ENERGY TECHNOLOGY CO., LTD LIABILITY FOR ANY BREACH OF THE WARRANTY IS LIMITED AS SET FORTH IN THE WARRANTY. THE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL CSB BATTERY BE SUBJECT TO ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR CONTINGENT DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS OR GOODWILL.

Warranty Duration and Definitions

Product Family	Designed Application	USA & Canada			
		Stable Grid		Unstable Grid	
		25°C	35°C+	25°C	35°C+
		Standard	Standard	Standard	Standard
RUM	General Purpose	1 Year	6 Months	N/A	N/A
GP	General Purpose	1 Year	6 Months	N/A	N/A
GPL	General Purpose	2 Years	1 Year	N/A	N/A
HR	High-Rate Backup	1 Year	6 Months	N/A	N/A
HRL (S1)	High-Rate Backup	2 Years	1 Year	N/A	N/A
HRL (S2 + Midsize)	High-Rate Backup	4 Years	2 Years	N/A	N/A
XHRL (Midsize)	High-Rate Backup	4 Years	2 Years	N/A	N/A
XPL	High-Rate Backup	5 Years	2.5 Years	N/A	N/A
UPS	High-Rate Backup	1 Year	6 Months	N/A	N/A
TPL	Float Service	3 Years	1.5 Years	N/A	N/A
XTV (S1)	Float Service	3 Years	3 Years	N/A	N/A
XTV (S2 + Midsize)	Float Service	4 Years	3 Years	1 Year	1 Year
RE	Deep Cycle	7 Years	3.5 Years	7 Years	3.5 Years
MSJ	Float Service	5 Years	2.5 Years	N/A	N/A
MSV	Float Service	5 Years	2.5 Years	N/A	N/A
EVH	Deep Cycle	1 Year	6 Months	1 Year	6 Months
EVX	Deep Cycle	1 Year	6 Months	1 Year	6 Months



VRLA Battery Warranty Statement

Term	Definition
General Purpose	Batteries used in an undefined or generic application
High-Rate Backup	Batteries used with UPS equipment meant to provide constant power discharge between 30 sec - 1 hr. of runtime
Float Service	Batteries used for emergency backup power to be discharged minimally in the event of a power outage
Deep Cycle	Batteries used frequently and cycled between 10% to 80% depth of discharge with full recharge performed daily
Stable Grid	No more than 10 annual power outages; loss of grid power connectivity
Unstable Grid	11 or more annual power outages; loss of grid power connectivity



Valve Regulated Lead Acid Battery

Maintenance-Free Sealed Lead Acid Battery.

Absorbent Glass Mat (AGM) technology for efficient gas recombination of up to 99%.

Design for Standby Power Applications

【Design Life】

Up to 5 Years in Standby Service at 25°C

Eurobat (20°C) : 3-5 years, Standard Commercial

【Operating Temperature Range】

Nominal Operating Temperature : 25°C (77°F)

Discharge : -15°C ~ 50°C (5°F~122°F)

Charge: -15°C ~ 40°C (5°F~104°F)

Storage: -15°C ~ 40°C (5°F~104°F)

【Float Charging Voltage】

13.5 ~ 13.8 VDC/Unit at 25°C (77°F)

【Equalization Charging Voltage】

14.4 ~ 15.0 VDC/Unit at 25°C (77°F)

【Self Discharge】

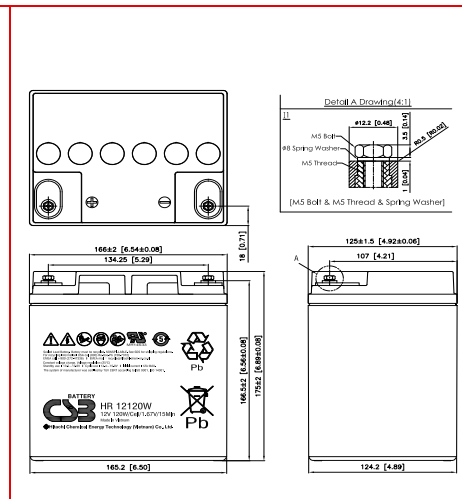
Less than 10% after 90 days, can be stored up to 6 months at 25°C (77°F);

Fully recharging is required before usage, and charged sooner if stored at higher temperature than 25°C (77°F).

Specification

Design according with IEC 61056-1/2:2012

Nominal Voltage	12V (6 cells per unit)		
Nominal Capacity	120W @15min-rate to 1.67V per cell @25°C (77°F)		
Weight	Approx. 10.20 Kg (22.48 lbs)		
Maximum Discharge Current	225A (5sec)		
Internal Resistance	Approx. 8.2 mΩ		
Short Circuit Current	928A		
Maximum Charge Current	12A		
Terminal types	I1 terminal to accept M5 bolt		
Terminal breaking Torque	59 Kgf-cm / 51 lbf-in / 5.73 N-m		
Container Material	ABS (UL 94-HB) & Flame Retardant (94-V0) available upon request		
Dimensions	Length (L)	166.0±2.0 mm	6.54±0.08 inch
	Width (W)	125.0±1.5 mm	4.92±0.06 inch
	Container Height (h)	175.0±2.0 mm	6.89±0.08 inch
	Overall Height (H)	175.0±2.0 mm	6.89±0.08 inch



Constant Current Discharge Characteristics Unit: A (25°C, 77°F)

F.V/Time	2MIN	4MIN	5MIN	6MIN	8MIN	10MIN	15MIN	20MIN	30MIN	45MIN	60MIN	90MIN
1.60V	169	148	135	125	107	94.2	70.5	56.1	41.2	30.4	24.5	16.8
1.67V	153	135	124	115	100	88.9	67.0	53.6	39.7	29.6	24.0	16.6
1.70V	146	128	117	109	95.5	85.6	65.3	52.5	39.2	29.2	23.7	16.4
1.75V	132	117	108	101	88.9	80.2	62.0	50.4	37.8	28.3	23.1	16.2
1.80V	117	105	97.2	91.2	81.3	73.3	58.3	48.0	36.0	27.1	22.2	15.8
1.85V	100	92.5	86.8	82.4	74.3	67.3	54.3	45.7	34.6	26.0	21.2	15.2

Constant Power Discharge Characteristics Unit: W (25°C, 77°F)

F.V/Time	2MIN	4MIN	5MIN	6MIN	8MIN	10MIN	15MIN	20MIN	30MIN	45MIN	60MIN	90MIN
1.60V	1745	1622	1507	1419	1199	1030	771	621	462	348	284	197
1.67V	1608	1495	1393	1315	1119	975	738	600	453	341	279	194
1.70V	1539	1427	1333	1260	1084	947	724	590	447	337	276	193
1.75V	1412	1306	1224	1161	1012	895	701	578	435	329	270	190
1.80V	1273	1181	1113	1060	944	853	676	561	418	319	263	186
1.85V	1100	1045	1001	966	877	805	648	536	402	307	253	181

Please refer to the official site for the latest rating confirmation. URL: www.csb-battery.com

Issued: 190522

Sales Offices

日立化成能源科技股份有限公司
Hitachi Chemical Energy Technology Co., Ltd.

BUSINESS HEADQUARTERS

Tel: +886-2-2880-5600

Fax: +886-2-2888-3300

USA OFFICE

Tel: +1-817-244-7777 / 1-(800)3-CSB-USA (272872)

Fax: +1-817-244-4445

SHENZHEN OFFICE (CHINA)

Tel: +86-755-8831-6488, 8831-6775

Fax: +86-755-8831-6075

EUROPE (EMEA) OFFICE

Tel: +31(0)180-418-140

Fax: +31(0)180-418-327

SHANGHAI OFFICE (CHINA)

Tel: +86-21-5046-1622, 5046-0833

Fax: +86-21-5046-1046

TAIPEI OFFICE

Tel: +886-2-2880-5600

Fax: +866-2-2888-3300

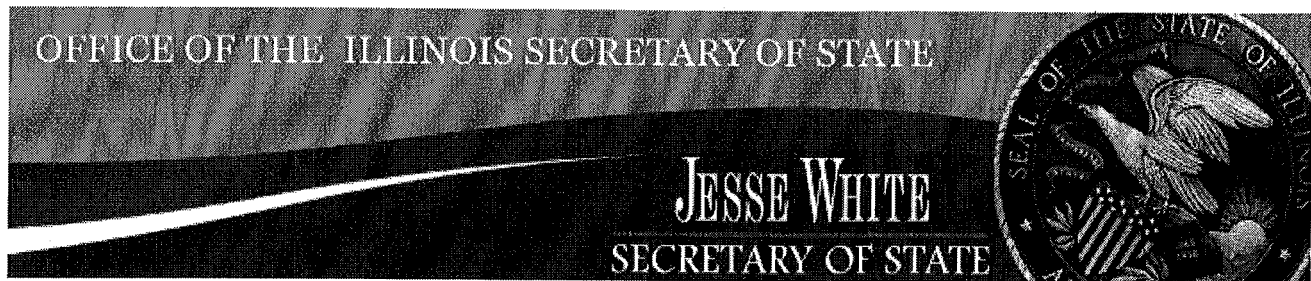
BEIJING OFFICE (CHINA)

Tel: +86-10-5820-5336, 5820-5338

Fax: +86-10-5820-3053

Recognized under UL 1989,
and certified by ISO 9001, 14001.





CORPORATION FILE DETAIL REPORT

File Number	71210782		
Entity Name	NATIONWIDE POWER SOLUTIONS, INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	10/24/2017	State	NEVADA
Agent Name	NATIONAL REGISTERED AGENTS INC	Agent Change Date	10/24/2017
Agent Street Address	208 SO LASALLE ST, SUITE 814	President Name & Address	JULIE HALLINGSTAD 1060 MARY CREST RD HENDERSON NV 89074
Agent City	CHICAGO	Secretary Name & Address	JULIE HALLINGSTAD 1060 MARY CREST RD HENDERSON NV 89074
Agent Zip	60604	Duration Date	PERPETUAL
Annual Report Filing Date	00/00/0000	For Year	

[Return to the Search Screen](#)
[Purchase Certificate of Good Standing](#)

(One Certificate per Transaction)

OTHER SERVICES

[File Annual Report](#)
[Adopting Assumed Name](#)
[Articles of Amendment Effecting A Name Change](#)
[Change of Registered Agent and/or Registered Office Address](#)
[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

Taxpayer Notification

Business Authorization



#BWNKMGV
#CNXX XX75 5714 3769#
NATIONWIDE POWER SOLUTIONS INC
1060 MARY CREST RD
HENDERSON NV 89074-7818

April 24, 2023



Letter ID: CNXXXX7557143769

Account ID: 4144-2946

We have issued your Certificate of Registration.

We have issued your Illinois Business Authorization.

Please verify that all of the information on the Business Authorization is correct. If all of the information is correct, you may print a paper copy from a MyTax Illinois account to visibly display at the business address listed.

Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

If you wish to be registered for any other taxes or fees, you must complete a new application. For questions, visit our website at tax.illinois.gov or call us weekdays between 8:00 a.m. and 4:30 p.m. at the telephone number below.

**CENTRAL REGISTRATION DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19030
SPRINGFIELD IL 62794-9030
REV.CENTREG@illinois.gov**

217 785-3707

Verify that all of your Illinois Business Authorization information is correct.

If not, contact us immediately.


If all of the information is correct, you may print and visibly display at the business listed. Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

Illinois Business Authorization

OFFICIAL DOCUMENT



NATIONWIDE POWER SOLUTIONS INC


1060 MARY CREST RD
HENDERSON NV 89074-7818

Expiration Date:
6/23/2024

Certificate of Registration

Use Taxes

(4144-2946)



ILLINOIS REVENUE
[Signature]
Director

OFFICIAL DOCUMENT

Issued Date: **04/24/2023**

RESPONSIBLE BIDDER REQUIREMENTS FORM

To be completed by Contractor/Subcontractor

Project Description: UPS Replacement **Contract Number:** 24-031-TK
Business Name: Spiral Services LLC dba Burnett and Sons Electric
Business Address: 14247 Sears Road, Plano IL 60545
Contact Person: Michael Burnett
Phone: 630-538-1035 **E-mail:** Mike@bnselectric.net

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 Marce Burnett, as Owner and
(Name) (Title)
on behalf of Burnett and Sons Electric 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 LLC
 Corporation 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: Master Electrical License

Registered with Illinois Department of Revenue: Yes [] No []
]

Describe supporting documentation attached (if "No," explain):
Certificate of registration

Registered with Illinois Department of Employment Security: Yes [] No []
]

Describe supporting documentation attached (if "No," explain):
Dept of Treasury

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 [X] No []

Professional or Trade Licenses

Contractor will possess all applicable professional and trade licenses required for performing the Contract work:

Yes [X] No []

Describe supporting documentation of such licenses:

Chicago Electrical License

City of Ottawa

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 [X] 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 [X] 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 project and who face hazards on the job:

Yes [x] 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**



Certificate No: ECC95080-8

Brandon Johnson, Mayor

Certificate of Registration
issued by the
Department of Buildings

This is to Certify that **SPIRAL SERVICES LLC - ECC95080**
located at **636 E WASHINGTON ST WEST CHICAGO, IL 60185-**
having complied with the requirements of Ordinances passed by the City Council of the City of Chicago
providing for the registration of electrical contractors is hereby recorded as a

REGISTERED ELECTRICAL CONTRACTOR

General Electrician

and is entitled to perform electrical work in the City of Chicago under the Direction of Supervising Electrician
provided that such work permits are subject to the provisions of all the Ordinances of the City of Chicago
*now in force or which may be hereafter passed. This certificate **EXPIRES** February 22, 2025.*

SUPERVISING ELECTRICIAN: MICHAEL BURNETT - SE6001
In Witness Whereof I have hereunto set my hand on December 18, 2023.

Matthew W. Beaudet

Matthew Beaudet, Commissioner

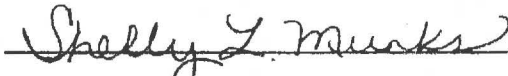
2024
MASTER ELECTRICAL LICENSE
IL-24-00-1030M

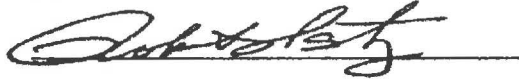
By Authority of the **CITY OF OTTAWA**, State of Illinois and in consideration of one hundred fifty dollars, this **MASTER ELECTRICAL LICENSE** is hereby granted to

MICHAEL W. BURNETT
SPIRAL SERVICES LLC

upon completing a written examination covering residential, commercial, and industrial installations to perform electrical contracting within the City of Ottawa's corporate boundaries.

For a term commencing January 1, 2024 thru December 31, 2024
said Registration Holder is subject to Ordinances of the City of Ottawa.
Witness the hand of the City Clerk and Mayor of the City of Ottawa this
2nd day of January 2024.


City Clerk, Shelly L. Munks


Mayor, Robert Hasty



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 01-29-2016

Employer Identification Number:
81-1273747

Form: SS-4

Number of this notice: CP 575 G

SPIRAL SERVICES LLC
MICHAEL W BURNETT SR SOLE MBR
67 S MAIN ST
OSWEGO, IL 60543

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-1273747. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is SPIR. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records.

CP 575 G (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 G

9999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 01-29-2016
EMPLOYER IDENTIFICATION NUMBER: 81-1273747
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
|||||

SPIRAL SERVICES LLC
MICHAEL W BURNETT SR SOLE MBR
67 S MAIN ST
OSWEGO, IL 60543



Office of the Secretary of State

ilsos.gov

Business Entity Search

Entity Information

Entity Name	SPIRAL SERVICES, LLC	Status	ACTIVE on 12-07-2023
Principal Address	636 E. WASHINGTON WEST CHICAGO, IL 601850000	Type of LLC	Domestic
File Number	05585201	Jurisdiction	IL
Entity Type	LLC	Annual Report Year	2024
Org. Date/Admission Date	01-29-2016	Agent Change Date	07-07-2017
Duration	PERPETUAL		
Annual Report Filing Date	12-07-2023		
Agent Information	MARCE REYNOLDS 636 E WASHINGTON ST WEST CHICAGO, IL 60185-2318		

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](#)

[Purchase Assumed Name Certificate of Good Standing](#)

[Articles of Amendment Effecting A Name Change](#)

[Adopting Assumed Name](#)

[Change of Registered Agent and/or Registered Office](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/18/2023

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 Dan Borowiak Agency, Inc. 720 Heartland Dr., Suite D Sugar Grove IL 60554 License#: 100299255 SPIRSE-01	CONTACT NAME: Todd Hennig PHONE (A/C No. Ext): 630-466-8900 E-MAIL ADDRESS: TODD@DANBINSURANCE.COM	FAX (A/C, No): 630-466-9515	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Spiral Services LLC dba Burnett and Sons Electric 14247 Sears Rd Plano IL 60545	INSURER A: Frankenmuth Insurance		13986
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1143469134**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	
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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6628845	6/1/2023	6/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<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		6628843	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$	Y		6628845	6/1/2023	6/1/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> A			6628842	6/1/2023	6/1/2024	PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Rental Equipment Special Form			6628845	6/1/2023	6/1/2024	Limit Deductible	\$275,000 \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: Nationwide Power Solutions, Inc. and Nationwide Power Solutions, Inc.'s customer and each of their respective directors, officers, and employees. Waiver of subrogation in favor of additional insured's coverage shall be primary and non-contributory on all liability policies.

CERTIFICATE HOLDER**CANCELLATION**

Nationwide Power 1060 May Crest Road Henderson NV 89074	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 

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2024

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 Brown & Brown Insurance Services, Inc. 8337 W. Sunset #150 Las Vegas NV 89113	CONTACT NAME: Cindy Wilson PHONE (A/C. No. Ext): 702-697-7171 E-MAIL ADDRESS: Cindy.Wilson@bbrown.com	FAX (A/C. No.): 702-597-0159
	INSURER(S) AFFORDING COVERAGE	
INSURED Nationwide Power Solutions, Inc. 1060 Mary Crest Rd Henderson, NV 89074	INSURER A : Federal Insurance Company	
	INSURER B : Great Northern Insurance Co.	
	INSURER C : Chubb Indemnity Insurance Co.	
	INSURER D : Allied World Surplus Lines Ins	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1714177049

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"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Contractual Liab	Y	Y	36064258	4/1/2024	4/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<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	73620502	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	78192427	4/1/2024	4/1/2025	EACH OCCURRENCE	\$ 8,000,000
							AGGREGATE	\$ 8,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A		Y	71833525	4/1/2024	4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Professional			03100745	4/1/2024	4/1/2025	\$5,000,000 Clm/Agg	\$10,000 Ret Ea Clm
B	Property			36064258	4/1/2024	4/1/2025	\$2,700,000	\$5,000 Ded
A	Crime			J06076725	4/1/2024	4/1/2025	\$1,000,000	\$5,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is additional insured with respect to General Liability as required by written contract per forms 80-02-2305 & 80-02-8556 and primary non-contributory per form 80-02-2367. Waiver of Subrogation applies to general liability per form 80-02-2362. Per Project/Location Aggregate applies per form 80-02-6554. Additional insured, primary/non-contributory and Waiver of Subrogation apply with respect to Auto Liability as required by written contract. Waiver of Subrogation for workers compensation applies as required by written contract per applicable form WC 00 03 13. Umbrella follows form over general liability, auto liability, and employers liability. 30-Day Notice of cancellation applies. Subject to all policy terms, conditions, limitations and exclusions.

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Policy Conditions

Endorsement

Policy Period APRIL 1, 2024 TO APRIL 1, 2025

Effective Date APRIL 1, 2024

Policy Number 3606-42-58 DEN

Insured NATIONWIDE POWER SOLUTIONS INC

Name of Company GREAT NORTHERN INSURANCE COMPANY

Date Issued APRIL 1, 2024

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

Under Conditions, the following condition is added.

Conditions

*Notice Of Cancellation
To Scheduled Persons
Or Organizations When
We Cancel*

When we cancel this policy for any reason, other than non-payment of premium, we will notify person(s) or organization(s) shown in the Schedule at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- impose any liability or obligation of any kind upon us; or
- invalidate such cancellation.

Schedule

Person(s) or Organization(s): SIMS GROUP USA HOLDINGS CORPORATION

Address: C/O MYCOI, 1075 BROAD RIPPLE AVE, SUITE 313,
 INDIANAPOLIS, IN 46220
 CITY OF SANTA ANA IT'S OFFICERS AND IT'S EMPLOYEES,
 20 CIVIC CENTER PLAZA,
 SANTA ANA, CA 92701
 ANOKA COUNTY, 2100 3RD AVENUE, ANOKA, MN 55303

Conditions
(continued)

Person(s) or Organization(s): -

Address: SANTA CLARA VALLEY WATER DISTRICT, INSURANCE COMPLIANCE, PO BOX 100085-FT, DULUTH, CA 30096 NUCOR STEEL, P.O. BOX 125, JEWELL, TX 75846 NUCOR STEEL, 4537 NUCOR ROAD, CRAWFORDSVILLE, IN 47933 FOCUS TRIAD...

Person(s) or Organization(s): -

Address: LLC, CI FOCUS PROPERTY MANAGEMENT, 3000 LAWRENCE STREET, #011), DENVER, CO 80205 SCHNEIDER DECTRIC, 200 NORTH MARTINGALE ROAD, STE 1000, SCHAUMBURG, IL 6017-, BMO HARRIS BANK N.A C/O JONES LANG LASALLE AMERICAS,

Person(s) or Organization(s): -

Address: INC. SUBSIDIARIES AND ASSIGNS, 1200 E WARRENVILLE ROAD, NAPERVILLE, IL 60563

If you are obligated, pursuant to a written contract or agreement, to provide person(s) or organization(s) with notice of cancellation, then we will notify such person(s) or organization(s) provided that within 15 days of the date we send notice of cancellation to the first named insured, the first named insured or producer of record provides us with a spreadsheet containing the name, mailing address and, if available, e-mail address of the person(s) or organization(s).

All other terms and conditions remain unchanged.

Authorized Representative



Conditions
(continued)

Person(s) or Organization(s): - Stewart Builders, Inc et al
Address: 23000 NW Lake Drive, Houston, TX 77095

Person(s) or Organization(s): -
Address:

Person(s) or Organization(s): -
Address:

If you are obligated, pursuant to a written contract or agreement, to provide person(s) or organization(s) with notice of cancellation, then we will notify such person(s) or organization(s) provided that within 15 days of the date we send notice of cancellation to the first named insured, the first named insured or producer of record provides us with a spreadsheet containing the name, mailing address and, if available, e-mail address of the person(s) or organization(s).

All other terms and conditions remain unchanged.

Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION
(OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULE

Name of Person(s) or Organization(s):

IF YOU ARE OBLIGATED, PURSUANT TO A WRITTEN CONTRACT OR AGREEMENT, TO PROVIDE PERSON(S) OR ORGANIZATION(S) WITH NOTICE OF CANCELLATION, THEN WE WILL NOTIFY SUCH PERSON(S) OR ORGANIZATION(S) PROVIDED THAT WITHIN 15 DAYS OF THE DATE WE SEND NOTICE OF CANCELLATION TO THE FIRST NAMED INSURED, THE FIRST NAMED INSURED OR PRODUCER OF RECORD PROVIDES US WITH A SPREADSHEET CONTAINING THE NAME, MAILING ADDRESS AND, IF AVAILABLE, E-MAIL ADDRESS OF THE PERSON(S) OR ORGANIZATION(S).

Address:

Under Common Policy Conditions the following condition is added:

**NOTICE OF CANCELLATION (OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION
(OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULE

Name of Person(s) or Organization(s):

IF YOU ARE OBLIGATED, PURSUANT TO A WRITTEN CONTRACT OR AGREEMENT, TO PROVIDE PERSON(S) OR ORGANIZATION(S) WITH NOTICE OF CANCELLATION, THEN WE WILL NOTIFY SUCH PERSON(S) OR ORGANIZATION(S) PROVIDED THAT WITHIN 15 DAYS OF THE DATE WE SEND NOTICE OF CANCELLATION TO THE FIRST NAMED INSURED, THE FIRST NAMED INSURED OR PRODUCER OF RECORD PROVIDES US WITH A SPREADSHEET CONTAINING THE NAME, MAILING ADDRESS AND, IF AVAILABLE, E-MAIL ADDRESS OF THE PERSON(S) OR ORGANIZATION(S).

Address:

Under Common Policy Conditions the following condition is added:

**NOTICE OF CANCELLATION (OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION
(OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULE

Name of Person(s) or Organization(s):
SCHNEIDER ELECTRIC

Address:
200 NORTH MARTINGALE ROAD, STE 1000
SCHAUMBURG, IL 60173

Under Common Policy Conditions the following condition is added:

**NOTICE OF CANCELLATION (OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION
(OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULE

Name of Person(s) or Organization(s):

CITY OF SANTA ANA IT'S OFFICERS AND IT'S EMPLOYEES

Address:

20 CIVIC CENTER PLAZA
SANTA ANA, CA 92701

Under Common Policy Conditions the following condition is added:

**NOTICE OF CANCELLATION (OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION
(OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULE

Name of Person(s) or Organization(s):
ANOKA COUNTY

Address:
2100 3RD AVENUE
ANOKA, MN 55303

Under Common Policy Conditions the following condition is added:

**NOTICE OF CANCELLATION (OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION
(OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULE

Name of Person(s) or Organization(s):
NUCOR STEEL

Address:
P.O. BOX 125
JEWELL, TX 75846

Under Common Policy Conditions the following condition is added:

**NOTICE OF CANCELLATION (OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION
(OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULE

Name of Person(s) or Organization(s):
NUCOR STEEL

Address:
4537 NUCOR ROAD
CRAWFORDSVILLE, IN 47933

Under Common Policy Conditions the following condition is added:

**NOTICE OF CANCELLATION (OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION
(OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULE

Name of Person(s) or Organization(s):

FOCUS TRIAD, LLC

Address:

C/O FOCUS PROPERTY MANAGEMENT
3000 LAWRENCE STREET, #011
DENVER, CO 80205

Under Common Policy Conditions the following condition is added:

**NOTICE OF CANCELLATION (OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION
(OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULE

Name of Person(s) or Organization(s):
BMO HARRIS BANK N.A

Address:

C/O JONES LANG LASALLE AMERICAS, INC. SUBSIDIARIES AND ASSIGNS
1200 E WARRENVILLE ROAD
NAPERVILLE, IL 60563

Under Common Policy Conditions the following condition is added:

**NOTICE OF CANCELLATION (OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION
(OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULE

Name of Person(s) or Organization(s):

Stewart Builders, Inc et al

Address:

23000 NW Lake Drive
Houston, TX 77095

Under Common Policy Conditions the following condition is added:

**NOTICE OF CANCELLATION (OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

Person(s) or Organization(s): Nucor Steele
Address: P.O. Box 125
Jewell, TX 75846

Person(s) or Organization(s): Nucor Steel
Address: 4537 Nucor Road
Crawfordville, IN 47933

Person(s) or Organization(s): Focus Triad, LLC
c/ Focus Property Management
Address: 3000 Lawrence Street, #011
Denver, CO 80205

Person(s) or Organization(s): Schneider Electric
Address: 200 Nirth Martingale Road, Ste 1000
Schaumburg, IL 60713

Person(s) or Organization(s): BMO HARRIS BANK N.A.
c/o Jones Land LaSalle Americas, Inc.subsidiaries and
assigns
Address: 1200 E Warrenville Road
Naperville, IL 60563

If you are obligated, pursuant to a written contract or agreement, to provide person(s) or organization(s) with notice of cancellation, then we will notify such person(s) or organization(s) provided that within 15 days of the date we send notice of cancellation to the first named insured or producer of record provides us with a spreadsheet containing the name, mailing address and, if available, e-mail address of the person(s) or organization(s).

All other terms and conditions remain unchanged.

Authorized Representative
April 19, 2024



Person(s) or Organization(s): Stewart Builders, Inc et al

Address: 23000 NW Lake Drive
Houston, TX 77095

Person(s) or Organization(s):

Address:

Person(s) or Organization(s):

Address:

Person(s) or Organization(s):

Address:

Person(s) or Organization(s):

Address:

If you are obligated, pursuant to a written contract or agreement, to provide person(s) or organization(s) with notice of cancellation, then we will notify such person(s) or organization(s) provided that within 15 days of the date we send notice of cancellation to the first named insured or producer of record provides us with a spreadsheet containing the name, mailing address and, if available, e-mail address of the person(s) or organization(s).

All other terms and conditions remain unchanged.

Authorized Representative

April 19, 2024



WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 06 44 (Ed. 6-11)

**NOTICE OF CANCELLATION
(OTHER THAN NONPAYMENT OF PREMIUM) -
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

This endorsement effective on 04/01/24 at 12:01 A.M. standard time, forms a part of
(DATE)
Policy No. (23) 7183-35-25 of the Chubb Indemnity Insurance Company
(NAME OF INSURANCE COMPANY)
Issued to NATIONWIDE POWER SOLUTIONS INC

Authorized Representative

Under Part Six – Conditions of the policy, the following is added:

Notice of Cancellation (Other than Nonpayment of Premium) – Scheduled Person(s) or Organization(s)

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

SCHEDULE

SIMS GROUP USA HOLDINGS CORPORATION C/O MYCOI,
1075 BROAD RIPPLE AVE, SUITE 313,
INDIANAPOLIS, IN 46220

CITY OF SANTA ANA
IT'S OFFICERS AND IT'S EMPLOYEES,
20 CIVIC CENTER PLAZA,
SANTA ANA, CA 92701

ANOKA COUNTY,
2100 3RD AVENUE,
ANOKA, MN 55303

SANTA CLARA VALLEY WATER DISTRICT,

WC 99 06 44 (Ed. 6-11)

Insured Copy

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 06 44 (Ed. 6-11)

**NOTICE OF CANCELLATION
(OTHER THAN NONPAYMENT OF PREMIUM) -
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

This endorsement effective on 04/01/24 at 12:01 A.M. standard time, forms a part of
(DATE)
Policy No. (23) 7183-35-25 of the Chubb Indemnity Insurance Company
(NAME OF INSURANCE COMPANY)
Issued to NATIONWIDE POWER SOLUTIONS INC

Authorized Representative

Under Part Six – Conditions of the policy, the following is added:

Notice of Cancellation (Other than Nonpayment of Premium) – Scheduled Person(s) or Organization(s)

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

SCHEDULE

INSURANCE COMPLIANCE,
PO BOX 100085-FT,
DULUTH, CA 30096

NUCOR STEEL,
P.O. BOX 125,
JEWELL, TX 75846

NUCOR STEEL,
4537 NUCOR ROAD,
CRAWFORDSVILLE, IN 47933

FOCUS TRIAD., LLC,
C/I FOCUS PROPERTY MANAGEMENT,

WC 99 06 44 (Ed. 6-11)

Insured Copy

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 06 44 (Ed. 6-11)

**NOTICE OF CANCELLATION
(OTHER THAN NONPAYMENT OF PREMIUM) -
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

This endorsement effective on 04/01/24 at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. (23) 7183-35-25 of the Chubb Indemnity Insurance Company
(NAME OF INSURANCE COMPANY)

Issued to NATIONWIDE POWER SOLUTIONS INC

Authorized Representative

Under Part Six – Conditions of the policy, the following is added:

Notice of Cancellation (Other than Nonpayment of Premium) – Scheduled Person(s) or Organization(s)

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

SCHEDULE

3000 LAWRENCE STREET, #011), .
DENVER, CO 80205

SCHNEIDER ELECTRIC
200 NORTH MARTINGALE ROAD, STE 1000,
SCHAUMBURG, IL 60173

BMO HARRIS BANK N.A
C/O JONES LANG LASALLE AMERICAS, INC.
SUBSIDIARIES AND ASSIGNS,
1200 E WARRENVILLE ROAD,
NAPERVILLE, IL 60563

WC 99 06 44 (Ed. 6-11)

Insured Copy

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 06 44 (Ed. 6-11)

NOTICE OF CANCELLATION
(OTHER THAN NONPAYMENT OF PREMIUM) -
SCHEDULED PERSON(S) OR ORGANIZATION(S)

This endorsement effective on 04/01/24 at 12:01 A.M. standard time, forms a part of
(DATE)
Policy No. (23) 7183-35-25 of the Chubb Indemnity Insurance Company
(NAME OF INSURANCE COMPANY)
Issued to NATIONWIDE POWER SOLUTIONS INC

Authorized Representative

Under Part Six – Conditions of the policy, the following is added:

Notice of Cancellation (Other than Nonpayment of Premium) – Scheduled Person(s) or Organization(s)

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

SCHEDULE

C/O JONES LANGE LASALLE AMERICAS (ILLINOIS), L.P.
111 WEST JACKSON, STE 1200
CHICAGO, IL 60604

BMO HARRIS BANK,
503 N WASHINGTON ST.,
NAPERVILLE, IL,

CHATHAM COUNTY
HELEN HAYES,
51-55 RTE. 9W,
WESTER HAVERSTRAW, NY 10993

WISCONSIN CENTRAL LTD.

WC 99 06 44 (Ed. 6-11)

Insured Copy

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 06 44 (Ed. 6-11)

**NOTICE OF CANCELLATION
(OTHER THAN NONPAYMENT OF PREMIUM) -
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

This endorsement effective on 04/01/24 at 12:01 A.M. standard time, forms a part of
(DATE)
Policy No. (23) 7183-35-25 of the Chubb Indemnity Insurance Company
(NAME OF INSURANCE COMPANY)
Issued to NATIONWIDE POWER SOLUTIONS INC

Authorized Representative

Under Part Six – Conditions of the policy, the following is added:

Notice of Cancellation (Other than Nonpayment of Premium) – Scheduled Person(s) or Organization(s)

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

SCHEDULE

AND ITS PARENT COMPANIES,
ATTN: LAW DEPT,
17641 S ASHLAND AVE,
HOMEWOOD, IL 50430

WC 99 06 44 (Ed. 6-11)

Insured Copy

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 06 44 (Ed. 6-11)

**NOTICE OF CANCELLATION
(OTHER THAN NONPAYMENT OF PREMIUM) -
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

This endorsement effective on 04/01/24 at 12:01 A.M. standard time, forms a part of
(DATE)
Policy No. (23) 7183-35-25 of the Chubb Indemnity Insurance Company
(NAME OF INSURANCE COMPANY)
Issued to NATIONWIDE POWER SOLUTIONS INC

Authorized Representative

Under Part Six – Conditions of the policy, the following is added:

Notice of Cancellation (Other than Nonpayment of Premium) – Scheduled Person(s) or Organization(s)

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

SCHEDULE

Stewart Builders, Inc et al 23000
NW Lake Drive
Houston, TX 77095

WC 99 06 44 (Ed. 6-11)

Insurc Copy

Endorsement

Policy Period APRIL 1, 2024 TO APRIL 1, 2025

Effective Date APRIL 1, 2024

Policy Number 3606-42-58 DEN

Insured NATIONWIDE POWER SOLUTIONS INC

Name of Company GREAT NORTHERN INSURANCE COMPANY

Date Issued APRIL 1, 2024

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



Liability Insurance

Endorsement

Policy Period APRIL 1, 2024 TO APRIL 1, 2024
Effective Date APRIL 1, 2024
Policy Number 3606-42-58 DEN
Insured NATIONWIDE POWER SOLUTIONS INC

Name of Company GREAT NORTHERN INSURANCE COMPANY

Date Issued APRIL 1, 2024

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

*Owners, Lessees Or
Contractors - Ongoing
Operations*

A. Persons or organizations shown in the Schedule below are **insureds**; but they are **insureds** only with respect to their liability for **bodily injury, property damage, advertising injury** or **personal injury** caused, in whole or in part, by:

1. your acts or omissions; or
2. the acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the person or organization shown in the Schedule at the applicable location described in the Schedule.

However,

- the insurance afforded to such person or organization only applies to the extent permitted by law; and
- if coverage provided to the person or organization is required by a contract or agreement, the insurance afforded to the person or organization will not be broader than that which you are required by such contract or agreement to provide for the person or organization.

Liability Endorsement
(continued)

- B. However, no person or organization is an **insured** for **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 person or organization shown in the Schedule at the applicable location described in the Schedule 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 part of the same project.

Schedule

Designated Owner, Lessee Or Contractor

ANY PERSON OR ORGANIZATION WHEN REQUIRED BY WRITTEN
CONTRACT SIGNED PRIOR TO THE DATE OF AN OCCURRENCE COVERED
BY THIS POLICY.

All other terms and conditions remain unchanged.

Authorized Representative



Liability Insurance

Endorsement

Policy Period APRIL 1, 2024 TO APRIL 1, 2024
Effective Date APRIL 1, 2024
Policy Number 3606-42-58 DEN
Insured NATIONWIDE POWER SOLUTIONS INC

Name of Company GREAT NORTHERN INSURANCE COMPANY

Date Issued APRIL 1, 2024

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

*Owners, Lessees Or
Contractors - Completed
Operations*

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only with respect to their liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** at the applicable location described in the Schedule performed for such person or organization and included in the **products-completed operations hazard**.

However,

- the insurance afforded to such person or organization only applies to the extent permitted by law; and
- if coverage provided to the person or organization is required by a contract or agreement, the insurance afforded to the person or organization will not be broader than that which you are required by such contract or agreement to provide for the person or organization.

Schedule

ANY PERSON OR ORGANIZATION WHEN REQUIRED BY WRITTEN CONTRACT SIGNED PRIOR TO THE DATE OF AN OCCURRENCE COVERED BY THIS POLICY.

Liability Endorsement
(continued)

All other terms and conditions remain unchanged.

Authorized Representative



Liability Insurance

Endorsement

Policy Period APRIL 1, 2024 TO APRIL 1, 2025

Effective Date APRIL 1, 2024

Policy Number 3606-42-58 DEN

Insured NATIONWIDE POWER SOLUTIONS INC

Name of Company GREAT NORTHERN INSURANCE COMPANY

Date Issued APRIL 1, 2024

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Conditions, Transfer Or Waiver Of Rights Of Recovery Against Others, the following provision is added:

Conditions

Transfer Or Waiver Of Rights Of Recovery Against Others

However, we waive any right of recovery we may have against the designated person or organization shown below because of payments we make for injury or damage arising out of your ongoing operations or done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies to the designated person or organization.

Designated Person Or Organization

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A CONTRACT OR AGREEMENT, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY.

All other terms and conditions remain unchanged.

Authorized Representative _____ 

Liability Insurance

Endorsement

Policy Period APRIL 1, 2024 TO APRIL 1, 2025

Effective Date APRIL 1, 2024

Policy Number 3606-42-58 DEN

Insured NATIONWIDE POWER SOLUTIONS INC

Name of Company GREAT NORTHERN INSURANCE COMPANY

Date Issued APRIL 1, 2024

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Limits Of Insurance, the following provisions are added.

Limits Of Insurance

Per Location Or Per Project Limit Of Insurance With Combined Total Aggregate Limit

- A. Subject to the Combined Total Aggregate Limit shown in the Schedule, the most we will pay for the sum of all damages for **bodily injury** and **property damage** and for all **medical expenses**, which can be attributed only to operations at a single **location** or at a single designated **project**, is described in paragraphs A.1. through A.4. below.
 - 1. A separate General Aggregate Limit will apply to each **location** or **project**, and such limit is equal to the General Aggregate Limit shown in the Declarations.
 - 2. Subject to the Each Occurrence Limit and all other applicable limits, the separate General Aggregate Limit described in subparagraph A.1. above is the most we will pay for the sum of all damages for **bodily injury** and **property damage**, except in connection with injury or damage included in the **products-completed operations bazard**, and for all **medical expenses**, regardless of the number of:
 - a. **insureds**;
 - b. claims made or **suits** brought; or
 - c. persons or organizations making claims or bringing **suits**.

Limits Of Insurance

Per Location Or Per Project Limit Of Insurance With Combined Total Aggregate Limit (continued)

- 3. Any amount paid for damages or **medical expenses** will reduce the amount of the separate General Aggregate Limit described in subparagraph A.1. above available for any other payment for that **location** or **project**. Such payments will not reduce the General Aggregate Limit shown in the Declarations and they will not reduce the separate General Aggregate Limit for any other operations at a single **location** or single **project**.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expenses 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 separate General Aggregate Limit.
- B. Subject to the Combined Total Aggregate Limit shown in the Schedule, the most we will pay for the sum of all damages for **bodily injury** and **property damage** and for all **medical expenses**, which cannot be attributed only to operations at a single **location** or a single **project**, is described in paragraphs B.1 and B.2 below.
 - 1. Any amount paid for damages or **medical expenses** will reduce the amount of the General Aggregate Limit available for any other payment; and
 - 2. Payments described in subparagraph B.1. above will not reduce the separate General Aggregate Limit applicable to operations at a single **location** or a single **project**.
- C. Subject to the separate General Aggregate Limit and all other applicable limits, the Combined Total Aggregate Limit shown in the Schedule is the most we will pay for the combined sum of amounts described in paragraphs A. and B. above, regardless of the number of **locations** or **projects**.
- D. If applicable, any payments we make for **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit regardless of the number of **locations** or **projects**, and will not reduce the General Aggregate Limit or the separate General Aggregate Limit applicable to a single **location** or a single **project**.
- E. If the applicable **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 **project**. **Project** will be deemed to include, collectively, all **locations** and sites on which you are performing operations that are called for in the applicable contracts or agreements pertaining to such **project**.
- F. The provisions of the section titled Limits Of Insurance not otherwise modified by this endorsement will continue to apply as stipulated.

As used in this endorsement, the following words and phrases have special meanings described below.

Definitions

Location

Location means premises involving the same or connecting lots, or premise whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

Project

Project means a project (taking place away from premises owned by or rented to you) on which you are performing operations.

Liability Insurance

Endorsement

Effective Date APRIL 1, 2024

Policy Number 3606-42-58 DEN



Schedule

Combined Total Aggregate Limit: \$ 5,000,000

All other terms and conditions remain unchanged.

Authorized Representative

Conditions

(continued)

**Transfer Of Rights Of
Recovery To Us**

If any person to or for whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair our rights.

You may waive your rights against another party in writing:

- A. prior to direct physical loss or damage to covered property; or
- B. after direct physical loss or damage to covered property only if, at the time of direct physical loss or damage, that party is one of the following:
 - 1. someone insured by this insurance;
 - 2. an individual who owns or controls the majority of capital stock of your business;
 - 3. a related business firm majority-owned or controlled by you, or that owns or controls the majority of the capital stock of your business; or
 - 4. your tenant.

This will not restrict your insurance.

Definitions

When used with respect to insurance under this policy:

Accounts Receivable

Accounts receivable means:

- the money due you that you are unable to collect from customers;
- interest charges on any loan that you secure to offset your reduced cash flow; and
- additional collection costs.

**Accounts Receivable
Records**

Accounts receivable records means accounting records, including support records such as invoices and accounting records in any form, used to control and document the collection of money due from customers.

**Alternative Power
Generating Equipment**

Alternative power generating equipment means equipment that has been certified pursuant to **green standards**, which is used in:

- solar energy systems;
- wind energy systems;
- geothermal energy systems;
- low impact hydroelectric systems; or
- any other system that generates electricity from renewable resources.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s): PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: NATIONWIDE POWER SOLUTIONS INC

Endorsement Effective Date: 04/01/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE PRIMARY AND NON-CONTRIBUTORY INSURANCE.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. – "**Other Insurance**" of Item B. – "**General Conditions**" under Section IV – "**Business Auto Conditions**":

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an "insured" of a covered "auto" for which an "insured" is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s): PERSONS OR ORGANIZATIONS FOR WHICH YOU ARE OBLIGATED, PURSUANT TO A CONTRACT OR AGREEMENT, TO WAIVE YOUR RIGHTS OF RECOVERY YOU WOULD OTHERWISE HAVE AGAINST SUCH PERSONS OR ORGANIZATIONS FOR "LOSS" TO WHICH THIS INSURANCE APPLIES.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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.

For policies or exposure in Missouri:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

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 **04-01-24** Policy No. **71833525**

Endorsement No.

Insured **NATIONWIDE POWER SOLUTIONS INC**

Premium \$ Incl.

Insurance Company **Chubb Indemnity Insurance Company**

Countersigned By _____

Nationwide Power Solutions, Inc.
1060 Mary Crest Road
Henderson, NV 89074

Section 7.02 Drug-Free and Alcohol-Free Workplace

It is the policy of Nationwide Power to maintain a drug- and alcohol-free work environment that is safe and productive for employees and others having business with the company.

The unlawful use, possession, purchase, sale, or distribution of or being under the influence of any illegal drug or controlled substance (including medical marijuana where legally restricted) while on company or client premises or while performing services for the company is strictly prohibited.

Nationwide Power also prohibits reporting to work or performing services under the influence of alcohol or consuming alcohol while on duty or during work hours. In addition, Nationwide Power prohibits off-premises abuse of alcohol and controlled substances (including medical marijuana where legally restricted), as well as the possession, use, or sale of illegal drugs, when these activities adversely affect job performance, job safety, or the company’s reputation in the community.

Nationwide Power reserves the right to conduct substance abuse screening based on client requirements (or access to client site), job assignment, reasonable suspicion, and/or post-accident testing as required during a safety investigation or by the worker’s compensation provider.

Compliance with this policy is a condition of employment. Employees who test positive or who refuse to submit to substance abuse screening will be subject to termination. Notwithstanding any provision herein, this policy will be enforced at all times in accordance with applicable state and local law.

Any employee violating this policy is subject to discipline, up to and including termination, for the first offense.



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No.

AUTHORIZING A CONTRACT FOR KANE COUNTY EMERGENCY COMMUNICATIONS FOR PROFESSIONAL SERVICES FOR MENTAL HEALTH AND THERAPY COUNSELING

Committee Flow: Judicial Public Safety Committee, Finance, Executive Committee, County Board

Contact: Michelle Guthrie 630.232.5988

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$2,400
If not budgeted, explain funding source:	

Summary:

Authorizing a contract agreement for professional services for mental health therapy and counseling with Dr. Michelle Lilly Counseling and Consultation, LLC for 9-1-1 staff. KaneComm will provide the confidential, psychological therapy and counseling available to 9-1-1 Telecommunicators, that focuses on mental and physical health, with an emphasis on PTSD, resilience, and stress management.

**PROFESSIONAL SERVICES AGREEMENT
FOR MENTAL HEALTH THERAPY AND COUNSELING**

This Professional Services Agreement, (the “AGREEMENT”) is entered into and will be effective as of this _____, day of _____, 2024, between the County of Kane, Illinois, a body corporate and politic (the “County”), acting by and through **Kane County Emergency Communications** (hereinafter “**KaneComm**”), an administrative agency of the County of Kane, and **Lilly Counseling and Consultation, LLC** (hereinafter the “**Consultant**”). For and in consideration of the mutual promises set forth herein, the parties agree as follows:

RECITALS

WHEREAS, the County has established KaneComm as its regional public safety communications and emergency 9-1-1 dispatch system, per Chapter 8.5 of the Kane County Code; and

WHEREAS, to ensure that the implementation of its emergency communications systems are running at peak efficiency, and pursuant to 50 ILCS 750/15.4(b)(5)), KaneComm desires to provide mental health support services for the employees staffing said systems; and

WHEREAS, the Consultant has the professional expertise, experience, knowledge and resources to provide psychological therapy and counseling to 9-1-1 telecommunicators, that focuses on mental and physical health, with an emphasis on PTSD, resilience, and stress management; and

WHEREAS, the County, through KaneComm, desires to engage the services of the Consultant according to terms and conditions set forth below, and the Consultant desires to accept such terms;

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

1. **Licensure.** The Consultant's professional personnel are duly licensed in the State of Illinois and shall remain so at all times during the term of the AGREEMENT and, if requested, will continually provide evidence thereof. Should the Consultant's professional personnel's license to practice in its professional accreditation be suspended, revoked, terminated or diminished, or if a matter arises which materially affects the Consultant's ability to carry out its duties or obligations under this AGREEMENT, the Consultant agrees to notify KaneComm within three (3) days and refrain from performing professional services in violation of state law.

2. **Scope and Scheduling of Services.** The Consultant agrees to provide services as set forth in Exhibit A, attached hereto and made part of this AGREEMENT hereof (the “Work”).

3. **Subcontractors.** The Consultant will be held responsible for the performance of the Work. No part of the Work may be the subject of a subcontract between the Consultant and any other

person without the prior written consent of KaneComm. The Consultant shall have reasonable discretion to delegate portions of the services called for by this AGREEMENT to other agents working directly for, and/or, in the employment of, *Lilly Counseling and Consultation, LLC*, and with the consent of KaneComm.

4. **Compensation.** The fees associated with the services to be provided under this Agreement will be based on the time spent on matters. KaneComm agrees to pay for two (2) psychological telehealth therapy sessions, per month, for the duration of the AGREEMENT. The Consultant's hourly billing rates for the provision of services in accordance with this AGREEMENT shall be **\$160 / session**. The fee for each session includes fifty-five (55) minutes of telehealth contact with KaneComm employees, any necessary documentation completed by the Consultant, and administrative time to schedule employees and communicate with KaneComm. Sessions that are interrupted shall be rescheduled, provided that less than one-half of the session was completed and at the discretion of the Consultant. KaneComm shall provide an updated list of its current employee names upon execution of this Agreement, to be used to verify eligibility when employees contact the Consultant.

5. **Billing and Payment.** The Consultant shall submit an invoice on a monthly basis following mutual execution of this Agreement. KaneComm shall pay said invoices in accordance with the Local Government Prompt Payment Act. In the event of early termination of this AGREEMENT, KaneComm shall only be obligated to pay the fees incurred up to the date of termination. In no event shall KaneComm be liable for any costs incurred or services performed after the effective date of termination as provided herein. The Consultant hereby represents that the Consultant's valid taxpayer identification number as defined by the United States Internal Revenue Code was or will be provided to KaneComm prior to making any request for compensation.

6. **Independent Contractor.** No relationship of employer and employee is created by this AGREEMENT, it being understood that the Consultant will act as an independent contractor. The Consultant shall not have any claim against KaneComm under this AGREEMENT for vacation pay, sick pay, retirement benefits, social security, workers compensation, disability, unemployment insurance or employee benefits of any kind. The Consultant agrees to render its professional services and perform its functions at all times in strict accordance with currently approved methods and practices in its field.

7. **Non-Discrimination.** The Consultant understands and agrees that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. Sec 2000), Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Sec 6101), Title IX of the Education Amendments of 1972 (20 U.S.C. X 1681) and CFR Part 92 which collectively prohibit discrimination on the basis of race, color, national origin, sex, handicap, age and religion.

8. **Insurance.** The Consultant shall have and maintain, at its sole expense, professional liability insurance, with coverage for any and all occurrences during the term of the AGREEMENT. Said professional liability insurance shall be in the minimum amount of

\$1,000,000 per occurrence and \$3,000,000 in the aggregate or as otherwise required by the State of Illinois. In addition, coverage shall be provided in the minimum amount of \$1,000,000 and shall be maintained for a period of four (4) years after the date of the final payment for this AGREEMENT. The Consultant understands and agrees that, prior to commencing services hereunder; it will provide: (1) a certificate of insurance, which names KaneComm as an additional insured; (2) ensure that KaneComm, at its corporate address, will be given thirty (30) days' notice in the event that said insurance will be terminated or reduced; and (3) that the Consultant will not render services pursuant to this AGREEMENT at any time when its insurance required herein is not in force. The Consultant is solely responsible for all costs and expenses in connection with the maintenance of the professional liability insurance requirements pursuant to this AGREEMENT.

9. Indemnification: The Consultant shall indemnify, defend (with counsel reasonably satisfactory to those parties to be defended), and hold KaneComm, the County of Kane, its elected officials, and their respective agents and employees, harmless from any and all claims, demands, liabilities, damages, loss, cost or expense for or on account of any injury or damage which may arise or which may be alleged to have arisen out of or in connection with, or as a result of any negligent or willful acts, errors and/or omissions of the Consultant, its subcontractors, and their respective employees and agents, in performing the Work.

- a. Nothing contained herein shall be construed as prohibiting KaneComm, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them.
- b. Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The indemnities set forth herein shall survive the expiration or termination of this AGREEMENT.
- c. Neither the provision of insurance or indemnification shall be deemed a waiver of KaneComm's defenses under the Illinois Local Government and Governmental Employees Tort Liability Act. 745 ILCS 10/1-101, *et. seq.*

10. Assignment. KaneComm shall not assign this AGREEMENT to any other entity without the express written consent of the Consultant. The Consultant shall not assign this AGREEMENT to any other entity without the express written consent of KaneComm. The Consultant and KaneComm each bind itself, its successors, assigns and legal representative to the other party hereto and to the successors, assign and legal representatives of such other party in respect to all covenants, AGREEMENTs and obligations contained herein.

11. Entire Agreement. This AGREEMENT constitutes the entire AGREEMENT of the parties and is intended as a complete and exclusive statement of promises, representations, negotiations, discussions and AGREEMENTs that have been made in connection with the subject matter hereof.

No modification or amendment of this AGREEMENT shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

12. **Severability.** It is further understood and agreed that if any provision of the AGREEMENT is declared or found to be illegal, unenforceable or void, then KaneComm and the Consultant shall be relieved of all obligations under that provision. The remainder of the AGREEMENT shall be enforced to the fullest extent permitted by law.

13. **Authority to Contract.** the Consultant represents and warrants to the best of its knowledge that it is permitted to enter into this AGREEMENT, including any and all Exhibits, and perform the obligations contemplated hereto, and that this AGREEMENT and the terms and obligations hereof are not inconsistent with any other obligations the Consultant may have.

14. **Term and Termination.** This AGREEMENT shall be in effect for one (1) year, from May 1, 2024 through April 30, 2025, and shall automatically renew annually for a one (1) year term, for a maximum amount of three (3) additional years, unless thirty (30) days' written notice prior to the start of annual renewal is given by either party.

- a. Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause upon serving thirty (30) days' prior written notice upon the other party. Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination.

15. **Governing Law.** This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance. The exclusive forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the 16th Judicial Circuit Court for Kane County, Illinois.

16. **Notices.** Any required notices shall be sent to the following addresses and parties. Updated notice information for either party may be exchanged in writing without the need to formally amend the AGREEMENT.

To the Consultant:

Dr. Michelle Lilly, Owner
Lilly Counseling and Consultation, LLC
2S504 Ashley Dr.
Glen Ellyn, IL 60137

To the County:

Michelle Guthrie
Director of Communications
Kane County Emergency Communications
719 Batavia Ave., Bldg. C
Geneva, IL 60134

17. **Waiver of/Failure to Enforce Breach.** The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT effective as of the day and year first written above.

BY: _____
Corinne Pierog
Madam Chair
Kane County Board
Kane County Emergency Communications (KaneComm) Board

BY: _____
Dr. Michelle Lilly, Owner
Lilly Counseling and Consultation, LLC

EXHIBIT A
Scope of Work and Scheduling of Services

The County, through KaneComm, does hereby retain the Consultant to serve as the provider of psychological therapy sessions for work-related distress described herein for KaneComm. While serving as the provider of psychological therapy sessions, the Consultant shall provide the following services to employees of KaneComm, which said services shall be billed by the LLC and paid by the Client in accordance with paragraph 5 of this AGREEMENT.

KaneComm shall pay for a minimum of two (2) psychological therapy sessions, per month, for the duration of the AGREEMENT, with the option to pay for additional sessions as requested by its employees.

Individual employees of KaneComm will be responsible for making direct contact with the Consultant to schedule a telehealth appointment as needed for work-related distress. The Consultant will provide 55-minute telehealth sessions to employees who indicate interest.

KaneComm will be notified if more than two (2) sessions are requested in a single calendar month, and will have the option to cover the expense of additional sessions at that time.

The Consultant agrees to refer employees to private pay clinicians in the event that employee distress is not work-related or may require more long-term intervention. The Consultant will attempt to prioritize referrals for said employees to clinicians who are covered by the employee's insurance policy, if any. The Consultant agrees to advise the employees that these additional sessions would be at the cost of the employee utilizing their insurance, and would not be covered by KaneComm.

Reporting Requirements and Confidentiality.

The Consultant shall provide KaneComm with information regarding session usage every three (3) months of the AGREEMENT term, including any renewal periods.

KaneComm will not be provided with any additional information regarding employees, including, but not limited to, when an employee's session was completed, the topics or concerns discussed during sessions, or the names of which employees completed sessions.

All information shared during the therapy sessions is confidential except in the following circumstances, as required by law:

- a. An employee is deemed an immediate threat to themselves or another; and
- b. An employee discloses, or the Consultant suspects, that the employee is abusing a child, elderly person, or disabled person.

Passed by the Kane County Board on June 11, 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 AN AGREEMENT WITH DOCUSIGN INC. FOR ELECTRONIC SIGNATURE SOFTWARE AND SERVICES

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: \$90,938.80
If not budgeted, explain funding source:	

Summary:

Authorizing the continued use of Electronic Signature Software and Services through DocuSign, Inc. for FY2024 in an amount not to exceed Ninety Thousand, Nine Hundred Thirty-Eight Dollars and Eighty Cents (\$90,938.80) with a not to exceed 8% increase for each year thereafter.



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

AUTHORIZING THE INTERLOCAL PURCHASING SYSTEM (TIPS) NATIONAL PURCHASING COOPERATIVE AGREEMENT

Committee Flow:

Finance and Budget Committee, Executive Committee, County Board

Contact:

Kathy Hopkinson, Director of Finance

Budget Information:

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

Summary:

This resolution authorizes the utilization of the Interlocal Purchasing System (TIPS) National Purchasing Cooperative Agreement.

The Purchasing Department seeks to expand the opportunities for Departments and Offices to obtain good pricing, a greater selection of vendors to choose from, improved product availability, and efficiencies in the purchasing process. The County has already entered into an intergovernmental agreement with three purchasing cooperatives, Sourcewell, OMNIA Partners and BuyBoard. Purchasing has identified an additional cooperative, TIPS, a public entity that aggregates the purchasing power of governmental entities nationwide. The State's Attorney's Office has reviewed and approved the TIPS National Purchasing Cooperative Agreement.

Staff recommends approval.

INTERLOCAL AGREEMENT
Region 8 Education Service Center

PUBLIC ENTITY (TIPS MEMBER)

Control Number (TIPS will Assign)

and

Region 8 Education Service Center
Pittsburg, Texas

225 - 950
Region 8 Texas County-District Number

The Texas Education Code §8.002 permits Regional Education Service Centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university financial operations. Region 8 Education Service Center is an Education Service Center which is defined as a “political subdivision” in Texas Education Code 8.009 and falls under the definition of “Unit of State Government” in Chapter 2260 of the Texas Government Code.¹ Pursuant to Section 791 of the Texas Government Code (The Interlocal Cooperation Act) to increase the efficiency and effectiveness of local governments, Region 8 Education Service Center may enter into an interlocal agreement with any political subdivision or local government of this state or any other state to provide purchasing functions and services.²

Vision:

TIPS will continue to become the premier purchasing cooperative in North America through the qualifying and procurement of quality vendors and through serving all public entities and qualifying non-profits.

Purpose:

The purpose of this Agreement shall be to improve procurement process efficiencies and assist in achieving best value for the participating public entities through cooperative purchasing.

Duration:

This Agreement is effective immediately and shall be in effect for one (1) year and automatically renews for an additional year annually. The Agreement may be terminated without cause immediately if the public entity Member provides written notice of termination to Region 8 Education Service Center or if Region 8 Education Service Center provides the public entity Member Sixty (60) days prior written notice of termination.

Statement of Services to be Performed:

Region 8 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a program known as The Interlocal Purchasing System (“TIPS”) Program.

Role of the TIPS Purchasing Cooperative:

- Provide for the organizational structure of the program.
- Provide staff for efficient operation of the program.
- Promote marketing of the TIPS Program.
- Coordinate the Solicitation Process for all Vendor Awarded Contracts.
- Provide members with procedures for placing orders through TIPS PO System.

¹ Tex. Edu. Code Sec. 8.009; Tex. Gov. Code Sec. 2260.001.

² Tex. Gov. Code Chapter 791, The Interlocal Cooperation Act.

- Maintain filing system for Due Diligence Documentation.
- Collect fees from vendors as the method of financing this undertaking and supporting the operational costs of TIPS.

Role of the Public Entity:

- Commit to participate in the program by an authorized signature on membership forms.
- Designate and keep current a Primary Contact and Secondary Contact for entity.
- Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.
- Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
- Accept shipments of products ordered from Awarded Vendors.
- Process Payments to Awarded Vendors in a timely manner.
- Report all TIPS purchases to TIPS through TIPS authorized methods.
- Determine when a TIPS purchase is legal and appropriate under Federal, State, and Local law and policy before proceeding with a TIPS purchase.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

No joint agency or joint real property ownership is created by this Agreement.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC 8 are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from legally appropriated and budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The site of the mediation shall be in Camp County, Texas or a site mutually agreed by the parties. The selection of the mediator shall be mutually agreed. The cost of mediation shall be shared equally.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

The Parties agree that the Public Entity TIPS Member is solely responsible for identifying when utilization of a TIPS Contract for procurement is legal and appropriate under Federal, State, and Local law and policy. TIPS

contracts are available for TIPS Member use when the TIPS Member determines that such a procurement is appropriate and legal. TIPS cannot and does not analyze TIPS Member procurements for legality. The Parties agree that TIPS shall not be responsible or liable for any claims, challenges, audit findings, legal holdings, or damages resulting from the TIPS Member's decision to utilize a TIPS Contract when it is not appropriate to do so under the laws and policies applicable to the purchase.

This Agreement may be negotiated and transmitted between the Parties by electronic means and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region 8 Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to entities as outlined above through awarded vendor agreements procured by public solicitation in accordance with applicable Texas statutes.

This Interlocal Agreement process was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the respective state.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Membership Entity-

Region 8 Education Service Center

By: _____
Authorized Signature

By: _____
Authorized Signature

Title: _____

Title: Executive Director, Texas Region 8 ESC

Date _____

Date _____

Public Entity Contact Information

Primary Purchasing Person's Name

Primary Person's Email Address

Entity Address

City

State

Zip

Secondary Person's Name

Secondary Person's Email Address

Entity Phone Number

Entity Fax Number

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Kane County Information Technologies Department is authorized to enter into a joint purchasing agreement with OMNIA Partners (under Contract No. 23-6691-01) and Carahsoft for the purchase of Technology, Product Solutions and Related Services.

NOW, THEREFORE, BE IT FURTHER RESOLVED the Kane County Information Technologies Department is hereby authorized to purchase Technology, Product Solutions and Related Services through OMNIA Partners Carahsoft Contract No. 23-6691-01 for a sum not-to-exceed Three Hundred Thousand Dollars (\$300,000) per fiscal year.

Line Item: 001.800.801.50340, 001.060.060.60020, 500.800.801, Various
Line Item Description: Computer Software, Computer related supplies, capital, 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 June 11, 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 TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES FOR THE INFORMATION TECHNOLOGIES DEPARTMENT WITH CARAHSOFT TECHNOLOGY CORPORATION THROUGH OMNIA PARTNERS (CONTRACT #23-6692-01)

Committee Flow: Administration, Human Services, Finance, Executive Committee, County Board

Contact: Roger Fahnestock 630-232-3571

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$300,000.00
If not budgeted, explain funding source:	

Summary:

Authorizing to expend a not to exceed amount of Three Hundred Thousand Dollars (\$300,000) per fiscal year for the purchase of computer software, hardware and related services through Carahsoft through April 30, 2025 to be paid from various line items as needed for all Kane County Government Departments and Offices.

Cobb County

Contract # 23-6692-01

for

Technology Product Solutions and Related Services

with

Carahsoft Technology Corporation

Effective: May 1, 2023

The following documents comprise the executed contract between the Cobb County, and Carahsoft Technology Corporation effective May 1, 2023:

- I. Executed Master Agreement
- II. Supplier's Response to the RFP, incorporated by reference

Reference Number	
Reference Depart.	Purchasing Department

Master Agreement

Owner: Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Contractor: Carahsoft Technology Corp.
11493 Sunset Hills Road, Suite 100
Reston, VA 20190

Description: **TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES:** The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid #23-6692 ("the RFP"), and the Contractor's Proposal submitted October 13, 2022, which is incorporated herein by reference.

OMNIA PARTNERS, PUBLIC SECTOR: Supplier agrees to extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit) ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement ("Master Agreement").

Governing Law: This Agreement shall be governed by the laws of the State of Georgia. As to any dispute hereunder, venue shall be in the Superior Court of Cobb County, Georgia.

Term: This Agreement shall begin on May 1, 2023, the Effective Date, for a period of thirty-six months, and shall automatically terminate and renew for two (2) additional twelve (12) month periods and shall terminate absolutely on April 30, 2028, unless earlier terminated as provided herein. Pursuant to O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which it was executed and at the close of each succeeding calendar for which it may be renewed. The Parties reserve the right to renew, amend or extend the Agreement for additional terms. Either party may terminate this Agreement for convenience and/or due to lack of funding at the end of each annual term.

Price: Prices for services and equipment, if applicable, as stated in the Contractor's proposal

Billing: For purchases made by Cobb County Government, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in the Sealed Bid Proposal. For purchases made by participating public agencies, the Contractor shall comply with each agency's invoicing and billing requirements outlined on the applicable order.

{ SIGNATURES ON NEXT PAGE }

IN WITNESS, WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.



Cobb County... Expect the Best!

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090



Lisa N. Cupid, Chairwoman
Cobb County Board of Commissioners

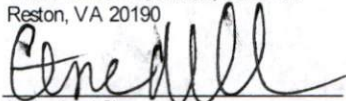


5/5/23

Date

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS
3/14/23

Carahsoft Technology Corp.
11493 Sunset Hills Road, Suite 100
Reston, VA 20190



Authorized Signatory

Proposal Team Lead
Title

04/06/23

Date

FEDERAL TAX ID NUMBER
52-2189693

Approved as to form



County Attorney's Office

April 25, 2023

Date

Reference Number	
Reference Depart.	Purchasing Department

Master Agreement

Owner: Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Contractor: Carahsoft Technology Corp.
11493 Sunset Hills Road, Suite 100
Reston, VA 20190

Description: **TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES:** The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid #23-6692 ("the RFP") and the Contractor's Proposal submitted October 13, 2022, which is incorporated herein by reference.

OMNIA PARTNERS, PUBLIC SECTOR: Supplier agrees to extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit) ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement ("Master Agreement").

Governing Law: This Agreement shall be governed by the laws of the State of Georgia. As to any dispute hereunder, venue shall be in the Superior Court of Cobb County, Georgia.

Term: This Agreement shall begin on May 1, 2023, the Effective Date, for a period of thirty-six months, and shall automatically terminate and renew for two (2) additional twelve (12) month periods and shall terminate absolutely on April 30, 2028, unless earlier terminated as provided herein. Pursuant to O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which it was executed and at the close of each succeeding calendar for which it may be renewed. The Parties reserve the right to renew, amend or extend the Agreement for additional terms. Either party may terminate this Agreement for convenience and/or due to lack of funding at the end of each annual term.

Price: Prices for services and equipment, if applicable, as stated in the Contractor's proposal

Billing: For purchases made by Cobb County Government, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in the Sealed Bid Proposal. For purchases made by participating public agencies, the Contractor shall comply with each agency's invoicing and billing requirements outlined on the applicable order.

{ SIGNATURES ON NEXT PAGE }

TABLE OF CONTENTS

Table of Contents	i
5.1 Cover Letter	1
5.2 Executive Summary	2
Solution Overview	2
Prime Contractor: Carahsoft Technology Corp.	2
Carahsoft Technology Product, Services, and Solution Offering.....	3
5.3 Company Background/Profile	11
5.4 Experience	12
5.5 Product Information/Service Capability	14
5.6 Pricing	15
5.7 Financial Statements	16
5.8 National Contract	17
Attachment A, Exhibit A.....	17
3.1 Company	17
3.2 Distribution, Logistics.....	20
3.3 Marketing and Sales.....	21
Attachment A, Exhibit B.....	26
Attachments	27
Bid Cover Page	27
Bid Submittal Form.....	29
Contractor Affidavit and Agreement (Exhibit A).....	31
Statement of Ownership Disclosure	33
Non-Collusion Affidavit	36
Affirmative Action Affidavit.....	38
Stockholder Disclosure Certification.....	40
Certification of Non-Involvement in Prohibited Activities in Iran.....	42
New Jersey Business Registration Certificate	44
EEOAA Evidence	45

MacBride Principles	47
Addendum 1	49
Addendum 2	51
Addendum 3	53
Carahsoft Organization Chart.....	55
Carahsoft Line Card	56
EEO Report.....	59

5.1 COVER LETTER

The proposer shall provide a cover letter describing a brief history of the Proposer and its organization. The letter will list the Principal or Officer of the organization who will be the County's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of the Proposer. An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter.

October 13, 2022
Cobb County
122 Waddell Street NE
Marietta, Georgia 30060

Re: Carahsoft's Response to the Cobb County's Request for Proposals: Technology Product Solutions and Related Services, Solicitation Number: 23-6692

Dear Evaluation Team,

Carahsoft Technology Corp. appreciates the opportunity to respond to the Cobb County (County)'s Request for Proposals (RFP): Technology Product Solutions and Related Services. Carahsoft is proposing our robust catalog of manufacturer, services, and reseller partners. Our team has reviewed and considered County's requirements outlined in the RFP and has carefully put together a solution that will best meet your needs.

Carahsoft, The Trusted Government IT Solutions Provider®, is responding as the OMNIA contractor (R191902) and government distributor for our partner ecosystem. As the Master Government Aggregator® for our vendor partners, Carahsoft has combined extensive knowledge of the technologies we provide with a thorough understanding of the government procurement process, to analyze needs, provide configuration support, simplify the ordering process, and offer special government pricing since 2004. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training to support Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets.

Please feel free to contact me directly at 703.673.3568/Elise.Roell@carahsoft.com or George Nicholls at 703.889.9815/George.Nicholls@carahsoft.com with any questions or communications that will assist County in the evaluation of our response. This proposal is valid for 90 days from the date of submission.

Thank you for your time and consideration.

Sincerely,



Kristina Smith
Contracts Director

5.2 EXECUTIVE SUMMARY

The Proposer shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal.

Solution Overview

Carahsoft understands that the Cobb County is seeking qualified suppliers for Technology Product Solutions and Related Services to establish a Master Agreement to achieve cost and time savings for Suppliers and Participating Public Agencies. As the Prime Contractor, Carahsoft has assembled a team for the initiative that includes our portfolio of over 300 Technology Manufacturers and network of around 3,000 reseller and services partners as the best solution to meet County’s requirements.

Cobb County Objectives	Carahsoft Qualifications
Provide a comprehensive competitively solicited Master Agreement offering products and services to Participating Public Agencies.	With over 300 technology manufacturers and our large partner network of over 3,000 resellers and services partners, Carahsoft is uniquely positioned to provide a robust catalog of products and services to help the Participating Public Agencies access a full range of solutions to meet their needs.
Establish the Master Agreement as a Supplier’s primary offering to Participating Public Agencies.	Carahsoft currently holds two Omnia contracts, in addition to a multitude of Canadian, and U.S. Federal and State and Local contracts.
Achieve cost savings for the Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals.	As the Master Government Aggregator for our vendor partners, we have extensive experience negotiating price lists that provide the best value to our government customers and cuts down on the procurement activity required for all parties.
Combine the volumes of Participating Public Agencies to achieve cost effective pricing.	Carahsoft strives to provide the most competitive pricing on the market for our government customers.
Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state-of-the-art ordering and delivery systems.	Our sales, order operations and IT teams are all closely integrated to deliver the most efficient process from quote to cash. We strive for 60-minute quote turnaround time, especially for end-of-quarters and end-of years as well as 6-hour turnaround on all clean POs.

Prime Contractor: Carahsoft Technology Corp.

Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®, supporting Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets. As the Master Government Aggregator® for our vendor partners, we deliver solutions for Cybersecurity, MultiCloud, DevSecOps, Big Data, Artificial Intelligence, Open Source, Customer Experience and more. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training through hundreds of contracts. Founded in 2004, Carahsoft is headquartered in Reston, Virginia and employs more than 1,900 professionals dedicated to serving our public sector customers and partners.

Vendor and Partner Relationships – In addition to establishing strategic, long-term relationships with the industry’s leading manufacturers, our partner ecosystem encompasses more than 3,000+ government

contractors, resellers, and integrators who we support and enable with an entire suite of value-added opportunities that run the gamut from training/certification and pre-sales support to lead generation and business development.

Proven Execution – Carahsoft has deep expertise in government contracting and procurement. We manage and maintain a wide variety of government-wide and agency-specific purchasing contract vehicles and purchasing agreements for agencies at the state, local, and federal levels. As a result, we now serve as the largest government partner for the majority of our vendors, who have also entrusted other major aspects of their businesses to Carahsoft including partner enablement, commercial sales, renewals and upsell, and help desk services.

Contract Vehicles – Since 2004, Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at all levels of government. Associated with all contracts are dedicated and experienced contract management resources. A list of available contracts can be found at www.carahsoft.com/contracts/index.php.

Growth & Stability – A stable, conservative, and profitable company, Carahsoft has demonstrated impressive growth year after year, with annual revenue of \$3.4 million in our first year in 2004 to \$10.2 billion in 2021. In September of 2021, our team of dedicated, highly trained marketing, sales, contracting, and business operations experts processed 16,916 orders worth more than \$1.8 billion.

Awards and Industry Recognition – Carahsoft receives awards for our excellent performance yearly. For more information on the hundreds of awards we have received please visit our website at <https://www.carahsoft.com/awards>.



Carahsoft Technology Product, Services, and Solution Offering

Cobb County Requirements	Carahsoft Capabilities
<p>Technology Products: A complete portfolio of technology products such as desktops, laptops, tablets, PDAs, servers, storage, ruggedized devices, thin clients, printers, monitors, multifunction printers, scanners, plotters, projectors, video conferencing, teleconferencing, analog phones, VoIP phones, conference phones, audiovisual equipment such as computer-video interfaces, switchers, matrix switchers, distribution amplifiers, video scalers, scan converters, processing devices Ethernet control interfaces and high resolution cables, instructional equipment, security equipment, cabling, modems, wired and wireless networking, networking to support server, storage and client applications such as routers and switches, software, computer accessories, computer components, power protection, data protection, video cameras, virtualization products, systems and network management tools, database products, data center facilities (racks, fire suppression, electrical, HVAC, generator, physical access controls) as well as any other technology products available from Offeror.</p>	<p>Carahsoft has provided our corporate linecard as an attachment which shows our robust catalog of manufacturer partners which meet the technology portfolio described. We are happy to leverage this vast ecosystem to support the Cobb County and Omnia partners needs.</p>
<p>Technology Services and Solutions: A complete portfolio of technology services and solutions such as systems</p>	

Cobb County Requirements	Carahsoft Capabilities
<p>configuration, testing, software copying, hardware and software installation, upgrades and/or maintenance, system integration, network integration, extended warranties, warranty service, staff augmentation and any other services and solutions available from Offeror. Specific requirements will be developed on a task order basis and may include, but is not limited to, services and solutions such as:</p>	
<p><u>Virtualization</u>: Transform data center with virtualization to consolidate servers, reduce energy consumption, increase IT capacity, add system flexibility and prepare for cloud computing.</p>	<p>IT organizations are challenged by the limitations of today's x86 servers, which are designed to run just one operating system and application at a time. As a result, even small data centers have to deploy many servers, each operating at just 5 to 15 percent of capacity—highly inefficient by any standard.</p> <p>A key benefit of virtualization technology is the ability to contain and consolidate the number of servers in a datacenter. This allows businesses to run multiple application and OS workloads on the same server. Ten server workloads running on a single physical server is typical, but some companies are consolidating as many as 30 or 40 workloads onto one server. As you might expect, dramatically reducing server count has a transformational impact on IT energy consumption. Utilization of x86 servers increases from the typical 8-15 percent to 70-80 percent. Reducing the number of physical servers through virtualization cuts power and cooling costs and provides more computing power in less space. As a result, energy consumption typically decreases by 80 percent.</p>
<p><u>Physical Security</u>: Security solutions seaports, airports, water and wastewater, transportation, critical infrastructure, perimeter defense, physical and logical access control, identity management, antiterrorism protection, automated alarms and alerts, integration with databases containing critical security information, cyber security and asset management, endpoint security and other network security and IT security.</p>	<p>Physical Security solutions combine video management, access control, video analytics, intrusion alerts and more onto a single or consolidated platform of networks that can be accessed from anywhere and at any time through a Web browser. Data from these subsystems is automatically correlated, providing users with a comprehensive view of security operations.</p>
<p><u>Communications</u>: Communication solutions to converge voice, data and video communications onto a single, secure IP-based network.</p>	<p>The F5 BIG-IP family of products offers application intelligence that network managers need to ensure applications are fast, secure, and available. All BIG-IP products share a common underlying architecture, F5's Traffic Management Operating System (TMOS), which provides unified intelligence, flexibility, and programmability. Together, BIG-IP's powerful platforms, advanced modules, and centralized management system make up the most comprehensive set of application delivery tools in the industry.</p>
<p><u>Cloud</u>: Cloud solutions for scalable computing and storage capacity and rapid self-provisioning computing capabilities. This may include, but is not limited to, Cloud Infrastructure as a Service (IaaS), Cloud Software as a Service (SaaS) and Cloud Platform as a Service (PaaS).</p>	<p>With no minimum fee and a pay for what you use model, Google Cloud Storage capacity pricing is the most cost effective in the market. In addition, with lifecycle management Google Cloud storage allows you to reduce your costs even further by automatically archiving your objects to Cloud Storage Nearline and scheduled deletions. Store your data on Google's infrastructure with very high level of durability and availability. Google Cloud Storage stores and replicates your data allowing a high level of persistence. Google Cloud Storage is built with a replicated storage strategy. All data is encrypted both in-flight and at rest. The</p>

Cobb County Requirements	Carahsoft Capabilities
<p>Infrastructure: Infrastructure solutions such as data center management, network modernization and migration, desktop virtualization, risk and vulnerability management, and IT service management.</p>	<p>Google security model is an end-to-end process, built on over 15 years of experience.</p> <p>Datacenter Infrastructure is the backbone of delivering IT performance to the consumers of today's applications. Technology has shifted to become increasingly software-driven which puts more pressure on the infrastructure to deliver the level of performance the software is capable of or demands. Traditional datacenter infrastructure is being challenged to meet the demands of this new approach.</p> <p>New datacenter infrastructure technology embraces the software driven approach and is designed to accommodate large consumptions of data in a number of forms. Arista Networks has lead the network modernization shift by designing network switches with high buffers and high speeds. They provide a flexible solution to make the transition from a traditional approach to a modern infrastructure more affordable, by not requiring forklift upgrades to the entire datacenter. Network modernization is a key to delivering applications like desktop virtualization and big data analytics.</p>
<p>Data Management: Data management solution which uses technologies such as thin provisioning, de-duplication and automated storage tiering to improve storage utilization.</p>	<p>Data is the raw material of business – an economic input almost on par with capital and labor. However, data in most organizations is scattered across multiple operational and analytical systems. Big data with new sources, such as social media, cloud applications, and syndicated data services are on the rise, and many organizations are realizing that physical consolidation or replication of data is not practical for all data integration and business agility needs. Data needs to be made easily consumable by people who need it to advance the business.</p> <p>Data Virtualization is a lean data integration solution that provides easy, real-time, and unified data access across disparate sources to multiple applications and users. Data Virtualization makes data spread across physically distinct systems – such as multiple databases, XML files, and even Hadoop systems – appear as a set of tables in a local database. This comprehensive platform enables agile data provisioning by providing the following functions:</p> <ul style="list-style-type: none"> • Connect: Access data from multiple heterogeneous data sources with different access methods and storage models. • Compose: Easily create reusable, business-friendly data models and virtual unified views by combining and transforming data from multiple sources. • Consume: Make integrated data available on demand for consumption by external apps through open standards interfaces.
<p>Visual Communications: Visual communications that integrate</p>	<p>Now more than ever, people need the ability to</p>

Cobb County Requirements	Carahsoft Capabilities
<p>audio, video, voice and presentation capabilities.</p>	<p>collaborate effectively with colleagues, partners, and customers—around the world, across devices, and through technical boundaries. More and more organizations, including large enterprises and government agencies, are using Visual Communication to drive end-to-end, business-critical workflows for web meetings, eLearning, and webinars. The right Visual Communication solution delivers exceptionally rich interactions and enables organizations to fundamentally improve productivity.</p> <p>You can captivate your audience with rich, engaging, and interactive experiences and make them available to virtually anyone, anywhere, on virtually any device, with just a click of a button.</p> <p>Certain Visual Communication Technologies allow invitees to easily attend a meetings from the desktop without requiring a client download, and offers complete mobile-to-mobile collaboration capabilities to address the realities of today's business environments, where employees and customers are on the move worldwide.</p>
<p>UCC (Unified Communications and Collaboration): UCC video teleconferencing solutions that provide for critical infrastructure, emergency operations centers, command rooms, fusion centers, training rooms, and classrooms.</p>	<p>When disasters happen, first responders and emergency personnel are not always in the same place. Unified Communications and Collaboration allows you to set up a virtual command center that can be pre-loaded with maps, actions plans and emergency contact information. This allows first responders and decision makers to work together more quickly and effectively. In 2010 the US Southern Command used UCC technologies to support the Haiti earthquake disaster relief teams, and the Montana National Guard used it to coordinate efforts in fighting the wildfires in the summer of 2015.</p> <p>UCC technologies for distributed team collaboration efforts help government organizations accelerate team decision-making regardless of where people are located by equipping them with a powerful and easy-to-use set of tools for web conferencing and information sharing. Leverage existing investments in video conferencing solutions by integrating your video telephony devices supporting SIP/H.264. Nontechnical users can share everything from text and graphics files to multimedia presentations and websites; collect comments from multiple reviewers; and host live, interactive discussions online without additional downloads.</p>
<p>Broadcast Studio: Broadcast studio solutions for staff that oversee communications and public broadcast efforts which provide integration (system design engineering), fabrication, budgeting, scheduling, engineering, architectural planning (technical grounding, power distribution and facility load requirements), and equipment specification (video, audio, network and storage technologies).</p>	<p>Public sector communication is undergoing an incredible transformation. Government organizations that adopt innovative technologies can capitalize on this transformation to create mission value and cost savings opportunities.</p> <p>Broadcast Studios help public sector organizations accelerate their direct communications with the public in</p>

Cobb County Requirements	Carahsoft Capabilities
	<p>order to drive measurable benefits. More than 1,000 organizations worldwide use Broadcast Studios and secure cloud-based enterprise marketing platforms to reach, inform and engage their audiences through web, email, mobile and social media channels.</p> <p>The utilization of multiple channels enables Broadcast Studios to send personalized, targeted communication to promote services, enhance public awareness, and drive better involvement in agency programs through email, text messaging and other digital media channels.</p>
<p><u>Law Enforcement:</u> Public safety solutions such as in-car video, body worn cameras, license plate recognition, mobile computing, city surveillance, and digital evidence management.</p>	<p>Carahsoft works in law enforcement with a number of vendors; with various solutions like: Acadis, ADF Solutions, Adobe, Airgility, Airversity, Authentic8, AWS, Axon, BlackBerry, Blackswift, Blueforce Development, Cellebrite, Chainalysis, Commvault, Conceal, Darkowl, Dedrone, DigitalBlue, ElSight, Flashpoint, Ghost Robotics, Google Cloud, Gridless Power, Icaros, ikeGPS, Informatica, Inspired Flight, Juniper Unmanned, Lightsense, Magnet Forensics, Mark43, Measure, Mi-Case, Microsoft, Microsoft Surface, NTrepid, Nuance, NVIDIA, Okta, piXlogic, Qii.Ai, Recorded Future, Red Hat, Reveal, SAFR, Salesforce, SkyX, Software AG, Sonim, Tableau, TransUnion, Trimble, VELARY, Veritone, Vidizmo, Vintra, VIQ, Voyager Labs, Wickr</p>
<p><u>Mobility:</u> Mobility services to keep users connected, responsive and secure such as email protection, download prevention, containerize content on devices, self- destructing content, and content linked back to the user.</p>	<p>The Mobility/Telework portfolio at Carahsoft includes industry-leading emerging technology solutions to enable government agencies to address a changing workplace. Organizations need to adapt rapidly to shifting user needs while maintaining data privacy and compliance requirements.</p> <p>The US Communities contract would benefit from access to a host of software manufacturers whose focus is to turn a government entities mobile and telework program in to a fully operating and compliant environment to fully meet an agencies mission with:</p> <ul style="list-style-type: none"> • Secure Mobility and Device Management Mobile • Applications and Mobile Productivity Applications • Mobile Application Development and Performance Management • VDI solutions and Telecom and Expense Management software.
<p><u>Asset Management:</u> Asset management solutions to identify and manage installed software, hardware and license entitlements.</p>	<p>Inaccurate inventory, wasted resources, compliance issues, and service delays are all every day risks for enterprises that have serious consequences if not addressed. To mitigate risk, organizations need to know the assets they have, where they are, usage entitlements, who uses them, how they are used, how they are configured, what they cost and the value they deliver.</p>

Cobb County Requirements	Carahsoft Capabilities
	<p>Asset Management tracks the financial, contractual, and inventory details of hardware, software, and virtual infrastructure – as well as non-IT assets – throughout their lifecycles. Asset requests are handled using workflows to obtain approvals, validate entitlements, issue chargebacks, and provision services. Once an asset is deployed, Asset Management records all maintenance activity and enables IT to perform regular audits, right up until asset retirement.</p>
<p>Data Protection: Data protection to protect, backup, recover and archive data and applications.</p>	<p>VERITAS provides complete data protection and recovery for all data, systems, and locations. The Backup Exec family provides the gold standard in Windows data and system protection. The BUE family provides efficient granular recovery of critical Microsoft applications and complete Windows system recovery in minutes, ensuring Windows information is always protected. Backup Exec is designed specifically to protect heterogeneous server environments and remote offices. Additionally, the newest version of Backup Exec, v. 15 provides:</p> <ul style="list-style-type: none"> • Efficient block level deduplication and change block tracking to reduce the amount of data saved to storage. • Deep integration with Microsoft Volume Shadow Copy Service (VSS) and VMware’s vStorage APIs for Data Protection (VADP) for fast virtual machine snapshots. • A single solution and management console for virtual and physical to help reduce cost and complexity while simplifying the protection of your entire environment. • Flexible storage options so you can backup to virtually any storage device including disk, tape, or third party cloud. <p>VERITAS NetBackup delivers high performance data protection that scales to protect the largest UNIX, Windows, Linux, and NetWare environments. With complete protection from remote office to data center to vault, NetBackup offers a single console for all backup and recovery operations. Key Features of NetBackup 7.7 include:</p> <ul style="list-style-type: none"> • Converged backup platform integrates software and hardware to create a solution that is extremely easy to deploy and maintain. • Extensive integration with virtual and physical systems, applications, and storage technologies enable almost any enterprise environment to be protected using a single solution. • Accelerator reduces backup times from hours to minutes by limiting backups to changed blocks and combining them with previous

Cobb County Requirements	Carahsoft Capabilities
	<p>backup data to produce synthetic full backups.</p> <ul style="list-style-type: none"> • Auto Image Replication automates the process of moving data to another site for disaster recovery, merging data from multiple sources and synchronizing catalog information to speed recovery. • Replication Director orchestrates hardware snapshot and replication operations from leading providers such as NetApp and EMC, ensures snapshots are application-consistent, and catalogs snapshots for easy file restore.
<p><u>Energy and Water Conservation:</u> Energy and water conservation solutions to deploy advanced metering infrastructure (AMI) systems designed to measure, collect, analyze and monitor usage real time. Examples of projects include automated meter projects, SCADA (Supervisory Control and Data Acquisition) projects, and security projects.</p>	<p>From smart grid analytics and meter data management to demand-side management tools, we have everything you need to become a best-run utility.</p> <p>With SAP solutions, utilities companies operating in regulated and unbundled markets are better able to meet challenges in supplying power while adapting to industry reorganization and coping with regulatory uncertainty. Facilitated by SAP software, they can harness emerging technologies to achieve the right balance between profitability, sustainability, and safety in supplying their customers with energy.</p> <ul style="list-style-type: none"> • Energy supply chain optimization Integrate supply chain processes and information from procurement and delivery to consumption. • Operational efficiency for plants and grids: gain a single real-time view of plant and business data that enhances the entire asset lifecycle. • The intelligent grid uses state-of-the-art technologies to move smart-grid benefits on to consumers and businesses. • Customer experience: Gain a 360-degree, real-time view of customers to enhance service, marketing, and sales.
<p><u>Financial Services:</u> Financing options such as lease, lease to own, lease with option to own, and IT as a Service.</p>	<p>New innovative technologies and solutions from SAP deliver greater value by enabling better business insight to maintain financial excellence. Make better business decisions with SAP HANA by handling large volumes of granular data and performing in-memory analysis. In addition to on-premise implementations, deploy business processes quickly and flexibly in the cloud.</p> <ul style="list-style-type: none"> • Collaborative finance operations: Improve efficiency with increased automation and global consistency while providing superb service. • Enterprise risk and compliance management: Manage enterprise risk and compliance for optimal financial performance of fraud and audit processes. • Treasury and financial risk management: Increase insight and control for managing cash, liquidity, financial investment decisions,

Cobb County Requirements	Carahsoft Capabilities
	and risk. <ul style="list-style-type: none"> • Financial planning and analysis: Increase organizational agility, control costs, improve margins, and align execution with strategy. • Accounting and financial close: Execute a compliant close that reduces cost and effort and provides regulatory disclosures.
<u>Other Services and Solutions:</u> Services and solutions not listed above that may be proposed by Offeror.	Additional Services and Solutions are detailed and provided within the Cost Proposal of this response.

5.3 COMPANY BACKGROUND/PROFILE

Provide information on company background to include the following:

a. Legal name, address, phone and fax numbers, e-mail, Federal ID#, and website address.

Carahsoft Technology Corporation
11493 Sunset Hills Road,
Reston, VA 20190
www.carahsoft.com

703-871-8500
703-871-8505 – Fax
Sales@Carahsoft.com
Federal ID# 52-2189693

b. Date business was established under current name.

Carahsoft was incorporated in 1999. We have been in business since 2004.

c. Size of company including the total number of employees.

Carahsoft is a Large S-Corporation with around 2,400 employees.

d. Type of ownership or legal structure of business

S-Corporation. We are a privately held company.

e. Has the company ever failed to complete work for which a contract was issued? If yes, explain the circumstances.

Carahsoft has not failed to complete work for which a contracts was issued.

f. Are there any civil or criminal actions pending against the firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?

There are no civil or criminal actions pending against the firm or any key personnel related in any way to contracting.

g. Has the firm ever been disqualified from working for any public entity? If yes, explain the circumstances.

Carahsoft has not been disqualified from working for any public entity.

h. If a Supplier requires additional agreements to be signed by a Participating Public Agency, include a copy of the proposed agreement(s) as part of Supplier's proposal.

Individual SOWs and work orders may require additional terms depending on the work required. Since this is deal dependent, we are unable to provide an exact list of additional terms at this time.

5.4 EXPERIENCE

Include a list of the five (5) most relevant or comparable contracts completed by your firm during the past five (5) years with a public entity. For each contract, provide the following information.

- Scope of services/contract description.
- Dollar value of contract.
- Assigned project personnel.
- The contracting entity's contact person, current phone number, and current e-mail address as reference information.

Relevant Experience	
Scope of services/contract description.	Education Software Solutions and Services
Dollar value of contract.	Approximately \$20 Million
Assigned project personnel.	contracts@Carahsoft.com
The contracting entity's contact person, current phone number, and current e-mail address as reference information.	Name: Margaret S. Bass Title: Region 4 ESC Authorized Board Member Phone Number: Carahsoft will provide upon request E-mail Address: Carahsoft will provide upon request

Relevant Experience	
Scope of services/contract description.	Google Products, Services and Solutions Contract
Dollar value of contract.	N/A
Assigned project personnel.	contracts@Carahsoft.com
The contracting entity's contact person, current phone number, and current e-mail address as reference information.	Name: Cathy Muse Title: CPPO Director of Purchasing and Supply Management Phone Number: Carahsoft will provide upon request E-mail Address: Carahsoft will provide upon request

Relevant Experience	
Scope of services/contract description.	GSA Multiple Award Schedule
Dollar value of contract.	N/A
Assigned project personnel.	Contracts@Carahsoft.com
The contracting entity's contact person, current phone number, and current e-mail address as reference information.	Name: Carahsoft will provide upon request Title: Carahsoft will provide upon request Phone Number: Carahsoft will provide upon request E-mail Address: Carahsoft will provide upon request

Relevant Experience	
Scope of services/contract description.	NASA SEWP
Dollar value of contract.	N/A
Assigned project personnel.	Contracts@Carahsoft.com
The contracting entity's contact person, current phone number, and current e-mail address as reference information.	Name: Carahsoft will provide upon request Title: Carahsoft will provide upon request Phone Number: Carahsoft will provide upon request E-mail Address: Carahsoft will provide upon request

Relevant Experience	
Scope of services/contract description.	2GIT
Dollar value of contract.	N/A
Assigned project personnel.	Contracts@Carahsoft.com
The contracting entity's contact person, current phone number, and current e-mail address as reference information.	Name: Carahsoft will provide upon request Title: Carahsoft will provide upon request Phone Number: Carahsoft will provide upon request E-mail Address: Carahsoft will provide upon request

5.5 PRODUCT INFORMATION/SERVICE CAPABILITY

a. *Provide detailed information on service capability and the availability of service centers for maintenance and repairs on a national level. Indicate how many authorized service centers will be available for each state. Will pick up and delivery services be available for service of large equipment items?*

Maintenance and repairs are based on the warranty terms of our individual manufacturer partners and can be provided upon review of a SOW or details provided on a specific work order.

b. *Provide available payment terms and payment methods – purchase order, credit card (procurement card), etc. If credit cards are accepted, may credit card payment(s) be made online?*

Carahsoft supports the following communication types:

1. E-mail Attachment in the following formats: Plain text, PDF, HTML, JPEG, TIFF, Gif, Microsoft Excel, and Microsoft Word
2. Fax
3. Paper copy sent via US Mail or private courier
4. Credit Card (phone or web)

5.6 PRICING

a. *Suppliers shall provide pricing based on a discount from a manufacturer's price list or catalog. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Supplier and the pricing per item. Multiple percentage discounts are acceptable, if where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included.*

- *Include an electronic copy of the catalog from which discount is calculated. Electronic price lists must contain the following: (if applicable)*

- *Manufacturer part #*
- *Supplier's Part # (if different from manufacturer part #)*
- *Description*
- *Manufacturer's Suggested List Price and Net Price*
- *Net price to Cobb County, GA (net price shall include freight and any additional fees that may be charged such as credit card processing, administrative fees, etc.)*

Media submitted for pricing must include the Supplier's company name, solicitation name and bid #, and the bid opening date on a Flash Drive.

b. *Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. (if offered).*

c. *If used, trade-ins, leasing/financing, or other offerings are available, provide applicable pricing and discounts.*

Carahsoft is proposing to extend the pricing discounts that are currently offered through our Educational Software Solutions and Services Contract (Contract Number: R191902, which managed by Region 4 Education Service Center in Texas) to Cobb County.

This pricelist can be viewed at the following

link: <https://www.omniapartners.com/publicsector/suppliers/carahsoft-technology-corp/contract-documentation#c35362>

5.7 FINANCIAL STATEMENTS

Proposers shall submit a recent history of financial solvency and provide the following:

- a. *Financial Statement: Include the most recent, independently certified financial statement. Financial statements must include a balance sheet and income statement.*

As a privately owned company, Carahsoft does not publicly release financial information. We are a stable, conservative, and profitable company which has grown, since founding in 2004, from \$4M in bookings to more than \$10.2 in 2021. The company has received numerous accolades for our business performance from our manufacturing partners and the industry, including annual recognition (detailed further on our website) in the CRN Solution Provider 500 (2006—Present), Washington Technology's Top 100 Government Contractors (2010—Present), and the Washington Business Journal's Largest Government Contractors (2011—Present).

We currently maintain a \$25M line of credit available (currently 100% available) with Atlantic Union Bank.

Should you require our audited financial statements or have further financial inquiries, we would be happy to provide additional information under separate cover to the specific individual that would be reviewing them.

- b. *Name and address of firm preparing the attached financial statement including a letter stating the independent audit or review has been performed by the firm.*

Not applicable.

- c. *State whether the Proposer has ever had a bankruptcy petition filed in its name, voluntarily or involuntarily. If yes, specify all relevant details.*

Not applicable.

5.8 NATIONAL CONTRACT

Attachment A, Exhibit A

a. *Include a detailed response to Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses shall highlight experience, demonstrate a strong national presence, describe how Supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and report to OMNIA Partners.*

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

a. *Brief history and description of Supplier to include experience providing similar products and services.*

Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®, supporting Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets. As the Master Government Aggregator® for our vendor partners, we deliver solutions for Cybersecurity, MultiCloud, DevSecOps, Big Data, Artificial Intelligence, Open Source, Customer Experience and more. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training through hundreds of contracts. Founded in 2004, Carahsoft is headquartered in Reston, Virginia.

b. *Total number and location of salespersons employed by Supplier.*

Carahsoft employees about 2,400 persons.

c. *Number and location of support centers (if applicable) and location of corporate office.*

Carahsoft's main office is located at 11493 Sunset Hills Road, Reston, VA 20190.

d. *Annual sales for the three previous fiscal years.*

2019 – \$6.9B
2020 – \$9.0B
2021 – \$10.6B

a. *Submit FEIN and Dunn & Bradstreet report.*

FEIN#: 52-2189693
DUNS: 088365767

e. *Describe any green or environmental initiatives or policies.*

Reducing our carbon footprint is extremely important to Carahsoft. As a result, we strive to ensure that our recycling program is comprehensive and robust. Carahsoft uses single-stream recycling to make it as easy

as possible for our employees to recycle as much as they can. Carahsoft uses recycled materials whenever possible. For example, hard copy bid submissions are printed on recycled paper and shipped using recycled packing materials.

Carahsoft uses only Energy Star compliant hardware, which uses substantially less electricity when items are not in use. Additionally, the lights in our office are on a timer to ensure that lights are turned off when the employees are not working. Likewise, motion detectors ensure that lights are not left on when rooms are empty.

Carahsoft has implemented VMware internally, which moves our servers to a virtualized cloud environment, eliminating the need for physical servers in our office. This has drastically reduced our server footprint, allowing us to save thousands of dollars each year on heating and cooling our data center.

Carahsoft also seeks to reduce our carbon footprint by providing transit benefits for employees who use public transportation to commute to and from work. In fact, we recently relocated our offices to within less than half of a mile of the Washington Metrorail System, making it easy for employees to take advantage of sustainable public transportation.

Carahsoft is always open to suggestions on how we can encourage more sustainable practices and how we can implement further policies to reduce our company's footprint.

f. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Carahsoft maintains a vast ecosystem of partners of various socioeconomic classifications, including resellers, systems integrators, and service providers. The Carahsoft partner network includes a very diverse group with varying specializations, credentials, product lines, and business types, including over 700 Small Businesses. If awarded, Carahsoft will leverage our experience managing this vast partner ecosystem to support the participation of MWBE or SDVOB certified businesses.

g. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise

Yes No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

Yes No

If yes, list certifying agency: _____

d. *Historically Underutilized Business Zone Enterprise (HUBZone)*

Yes No

If yes, list certifying agency: _____

e. *Other recognized diversity certificate holder*

Yes No

If yes, list certifying agency: _____

h. *List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.*

As described above, Carahsoft has a robust partner network, many of which do meet minority owned standards.

i. *Describe how supplier differentiates itself from its competitors.*

Carahsoft's top three differentiating strengths include:

1. Sales & Marketing – Carahsoft provides innovative sales and marketing programs to each vendor we support. Carahsoft's dedicated proactive sales team focuses on lead generation, proactive inside sales, and provides responsive sales support. We work with vendors to develop a joint sales process based on the vendor go-to-market strategy and work to align the Carahsoft sales team with vendor and reseller teams.

Carahsoft's comprehensive marketing program is supported by a dedicated marketing team of 220+ reps. The marketing team plans and executes many informative events throughout the year to drive demand including but not limited to: webcasts, on-site events (Carahsoft hosted and third-party hosted), conferences and trade shows, email campaigns, social media campaigns, advertising and thought-leadership. Carahsoft invests in many marketing resources that we extend to our vendor teams to maximize marketing effectiveness and amplify the vendor's messaging.

2. Proven Execution – Carahsoft has leveraged its vast contracting experience and extended it to quoting and order management. In our experience managing public sector aggregation programs on behalf of other industry leading vendors, Carahsoft has the operation excellence in place to free up vendor resources previously committed these tasks. We feel our model will allow Autodesk to "offload" some of these tasks on Carahsoft, knowing that we are fully committed and capable of servicing the partner eco-system.

- Carahsoft seamlessly generates quotes within 30 minutes or less
- Carahsoft has a team dedicated to renewals sales and a leadership group to ensure that each team is working at an optimal level.

3. Knowledge of Government – The government market is complex and the intricacies offer the opportunity for an innovative model driven to best serve government customers and add value to the channel. Carahsoft has extensive knowledge and decades of expertise in understanding the public sector market, including:

- Unique budget and procurement cycles

- Specific contract requirements and set-asides
- Audits, regulations and compliance
- The value of Prime Contractors and Systems Integrators and how to work with them
- Competitive marketplace
- Security Clearances
- Collection of A/R requires expertise and focus

Carahsoft stays current with government requirements, trends and initiatives by attending and participating in many industry events. We also rely on the expertise of our industry consultants who are former government executives.

j. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Not applicable.

k. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

Not applicable.

b. is not owned or operated by anyone who has been convicted of a felony; or

Carahsoft is not owned or operated by anyone who has been convicted of a felony.

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Not applicable.

l. Describe any debarment or suspension actions taken against supplier

Not applicable.

3.2 Distribution, Logistics

a. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Carahsoft is leveraging our vast ecosystem of manufacturer, reseller, and services partners. Please see our attached corporate line card for an idea of the large partner network we can provide for this initiative.

b. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Carahsoft holds many other contract vehicles with State and Local agencies. We are happy to offer these to any states where products and services will not be offered under the Master Agreement. Please see a full list of our contracts here: <https://www.carahsoft.com/buy#state-local>

c. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors,

etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Carahsoft has a representative that manages our current Omnia contract. This same representative will help manage this contract, and will help ensure that all Participating Agencies will receive the Master Agreement pricing through any distributors or reseller partners. In addition, the contract pricing will be listed for all our in-house sales representatives to chose in our internal, custom built Customer Relationship Management Platform to ensure direct deals are properly priced according to the Master Agreement.

d. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Carahsoft would like to leverage our entire partner network, to ensure that all OMNIA Partners have the best coverage and options available on the market, no matter their need or location. Considering the constantly expanding nature of our current partner network of over 4,000 partners, Carahsoft is unable to list all potential partners at this time. Carahsoft will act as the main point of contact for any processing, handling or shipping of any products or services to the end user and can even provide direct contact information for our manufacturer or reseller partners to facilitate communication if needed.

e. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Carahsoft is capable of shipping to any customer worldwide from our main headquarters in Reston, VA. As a North American distributor, 99% of hardware deliveries are made within the continent and mostly within continental US or US address abroad.

3.3 Marketing and Sales

a. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- *Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*

Carahsoft can confirm we will have dedicated contract management and marketing personnel involved to determine strategies to advertise the new contract and determine the best ways to ensure our in house personnel, manufacturer partners and reseller partners can leverage the contract.

- *Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days*

Carahsoft can confirm we will create trainings alongside the OMNIA Partners team to educate all necessary parties of the details of the new contract, and how to get involved.

b. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- *Creation and distribution of a co-branded press release to trade publications*

Carahsoft will post a co-branded press release on our website, as well as a trade publication such as GlobeNewswire. Here is an example from a previous contract: <https://www.globenewswire.com/news-release/2020/05/21/2037187/0/en/Carahsoft-Awarded-Educational-Software-Solutions-and-Services-Contract-through-OMNIA-Partners-Public-Sector.html>

- *Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days*

Carahsoft posts all contracts and agreement details on our website at the following link: <https://www.carahsoft.com/buy#omnia-partners-public-sector>

Upon award, Carahsoft will add the relevant contract details to the website above.

- *Design, publication and distribution of co-branded marketing materials within first 90 days*

Carahsoft's dedicated marketing team will edit current materials to add co-branded marketing on this contract to our proven end-user / customer initiatives such as the following:

- On-Site Events
- Webcasts
- Tradeshows
- Industry conferences
- Email Campaigns
- Digital and Print ads

- *Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement*

Carahsoft offers deep experience in public sector marketing. Our dedicated team plans, promotes and executes more than 2,000 public-sector marketing campaigns and events each year, including contract specific promotional activities such as national, state and local government and education shows. We would be more than happy to participate with OMNIA Partners at these trade shows, or additional trade shows that may be beneficial to promoting the Master Agreement.

- *Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.*

Carahsoft can commit to attend the NIGP Annual Forum.

- *Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement*

As a prime government aggregator, Carahsoft is constantly utilizing marketing efforts to drive and identify new and upcoming business. We confirm that we will include this contract in our marketing efforts throughout the term of the Master Agreement through national and regional trade publications.

- *Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)*

Carahsoft relishes the opportunity to promote our success stories to our current and future customers. We confirm that we will continue to make updated publications and materials throughout the contract term to promote the Master Agreement.

- *Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:*

- *OMNIA Partners standard logo;*
- *Copy of original Request for Proposal;*
- *Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;*
- *Summary of Products and pricing;*
- *Marketing Materials*
- *Electronic link to OMNIA Partners' website including the online registration page;*
- *A dedicated toll-free number and email address for OMNIA Partners*

Carahsoft has a dedicated OMNIA contract page for our current contract here:

<https://www.carahsoft.com/buy/slg-contracts/all-states/omnia-partners-edu#resources>

Upon award, we will add the details provided above for this current contract to our page. We are also more than happy to edit the information provided for our current contracts if necessary to meet the OMNIA partner's goals.

- c. *Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.*

Carahsoft holds a multitude of contracts for the convenience of our Government customers. Each agency often requires different terms and conditions or contract vehicles and we work diligently to discuss the right option for each customer. Carahsoft has a database of information to determine the best contract to use for each agency, and vendor. Carahsoft will utilize this database when discussing options with our government customers, and recommend this contract for our SLED customers whenever possible.

- d. *Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.*

Carahsoft agrees to provide its logo to OMNIA partners for reproduction in marketing communications and promotions. We will be sure to request permission when reproducing the OMNIA Partners logo in our own marketing communications and promotions.

- e. *Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:*

- *Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency*

- *Best government pricing*
- *No cost to participate*
- *Non-exclusive*

As discussed above, Carahsoft will actively direct sales to Public agencies nationwide through this contract. We will be sure to include the above bullets in our initiatives.

f. *Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:*

- *Key features of Master Agreement*
- *Working knowledge of the solicitation process*
- *Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners*
- *Knowledge of benefits of the use of cooperative contracts*

Carahsoft will appoint a contract manager upon award who will instruct any sales personnel on the details listed above.

g. *Provide the name, title, email and phone number for the person(s), who will be responsible for:*

- *Executive Support*
- *Marketing*
- *Sales*
- *Sales Support*
- *Financial Reporting*
- *Accounts Payable*
- *Contracts*

The security and privacy of each of Carahsoft's employees are of the utmost importance to the company. Due to the sensitive nature of this information, Carahsoft respectfully declines to share names and contact information for specific employees at this stage. We would be more than happy to provide this information upon award or sample resumes upon down selection directly to the evaluation team where it will not be part of the public record.

h. *Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.*

Please see the attachment labelled "Carahsoft's Organization Chart". Due to our employee confidentiality and the public nature of procurement documents, Carahsoft respectfully declines to provide the contact information for our employees at this time.

i. *Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.*

Our sales teams will be educated on the availability of this contract, and the relevant contract details so they can offer this contract as an option for our government customers to utilize when purchasing IT Solutions and Services.

j. *Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new*

Participating Public Agency account set-up, timely contract administration, etc.

Carahsoft will appoint a dedicated Contract Manager who will help manage communications received from Participating Public Agency's requesting to account set up, and who will manage any contract administration requirements.

k. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Due to customer confidentiality, Carahsoft is unable to provide total purchase numbers and contact information on documents subject to the public record. However, Carahsoft completed \$10.64B in sales in 2021 with help from over 4,000 marketing activities, generating over 64,000 leads.

l. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

The Carahsoft Team is fully able to send and receive Delivery Orders, Order Status Reports, Post Order Reports, Administrative Handling Fees, and the like in any format that is most comfortable to our Government Customers. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar.

m. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

Carahsoft cannot guarantee a specific number of Contract Sales at this time.

n. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- *Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).*
- *If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.*
- *Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).*
- *If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.*

Detail Supplier's strategies under these options when responding to a solicitation.

Carahsoft will work with our Government customers to ensure we provide the best possible pricing for each individual deal and contract to ensure we are meeting and exceeding their needs.

ATTACHMENTS

Bid Cover Page

Please find our completed Bid Cover Page beginning on the following page.



Cobb County...Expect the Best!

REQUEST FOR PROPOSALS

**Sealed Bid # 23-6692
Technology Product Solutions and Related Services
Cobb County Purchasing Department**

Bid Opening Date: October 13, 2022

Pre-Proposal Meeting via WebEx: September 14, 2022 at 3:00 PM Eastern

Join from meeting link

<https://cobbcounty.webex.com/cobbcounty/j.php?MTID=m6334e0c9e0f46364cc2157383bc375a6>

Meeting number (access code): 2317 292 4027

Meeting password: fxZKmmi3p93

Join by phone

+1-415-655-0004 US Toll

**Proposals Are Received in the Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060**

Before 12:00 (Noon) By the Bid Opening Date

**Proposal Will Be Opened in the Cobb County Purchasing Department at 2:00 pm
122 Waddell Street NE
Marietta, GA 30060**

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL, TWO (2) COPIES & TEN (10) FLASH DRIVES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

NAME: Carahsoft Technology Corporation

ADDRESS: 11493 Sunset Hills Road

REPRESENTATIVE: Elise Roell

PHONE: 703-673-3568 FAX: 703-871-8505

E-MAIL Elise.Roell@Carahsoft.com

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

Bid Submittal Form

Please find our completed Bid Submittal Form beginning on the following page.

BID SUBMITTAL FORM



SUBMIT BID/PROPOSAL TO:

Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

BID/PROJECT NUMBER: 23-6692

Request for Proposals

**Technology Product Solutions and Related Services
Cobb County Purchasing Department**

**DELIVERY DEADLINE: OCTOBER 13, 2022 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).**

Bid Opening Date: October 13, 2022 @ 2:00 P.M. in the Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, Georgia, 30060.

BUSINESS NAME AND ADDRESS INFORMATION:

Company name: Carahsoft Technology Corporation

Contact name: Elise Roell

Company address: 11493 Sunset Hills Road

E-mail address: Elise.Roell@Carahsoft.com

Phone number: 703-673-3568 **Fax number:** 703-871-8505

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

<u>Kristina Smith</u>	<u>Contracts Director</u>
(PLEASE PRINT/TYPE) NAME	TITLE

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

TELEPHONE: 703-871-8500 **FAX:** 703-871-8505

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: N/A

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE (UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)
Deal by Deal basis

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number **23-6692**; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178)**, by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

Contractor Affidavit and Agreement (Exhibit A)

Please find our completed Contractor Affidavit and Agreement beginning on the following page.

**CONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A)**

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.

By executing this affidavit, the undersigned contractor verifies compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

350308

EEV (E-Verify) Program Number
Kristina Smith

BY: Authorized Officer or Agent
[Contractor Name]

Kristina Smith

Printed Name

08/12/2010

EEV Program Date of Authorization

Carahsoft Technology Corporation

Contractor Business Name

10/12/22

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE 12 DAY OF October, 2022

Notary Public Commission Expires: 07/31/23

Effective 09-20-2013

Statement of Ownership Disclosure

Please find our completed Statement of Ownership Disclosure beginning on the following page.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Carahsoft Technology Corporation _____

Organization Address: 11493 Sunset Hills Road _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Craig P. Abod	Carahsoft is a privately owned company and is not publicly traded on the stock market

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

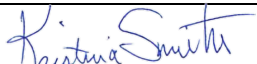
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Kristina Smith	Title:	Contracts Director
Signature:		Date:	10/12/22

Non-Collusion Affidavit

Please find our completed Non-Collusion Affidavit beginning on the following page.

NON-COLLUSION AFFIDAVIT

State of Virginia
County of Fairfax

ss:

I, Kristina Smith residing in Reston
(name of affiant) (name of municipality)
in the County of Fairfax and State of Virginia of full
age, being duly sworn according to law on my oath depose and say that:

I am Contracts Director of the firm of Carahsoft Technology Corporation
(title or position) (name of firm)

the bidder making this Proposal for the bid
entitled IT Product Solutions and Related Services and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in
connection with the above named project; and that all statements contained in said proposal and in this
affidavit are true and correct, and made with full knowledge that the
County relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent
fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
Carahsoft

Subscribed and sworn to

before me this day

Kristina Smith (handwritten signature)

Signature

October 12, 2022

Kristina Smith

(Type or print name of affiant under signature)

Virginia
Notary public of

My Commission expires 07/31/23

(Seal)

Affirmative Action Affidavit

Please find our completed Affirmative Action Affidavit beginning on the following page.

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: Carahsoft Technology Corporation
Street: 11493 Sunset Hills Road
City, State, Zip Code: Reston, VA 20190

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.
- B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

10/12/22

Date



Authorized Signature and Title

Stockholder Disclosure Certification

Please find our completed Stockholder Disclosure Certification beginning on the following page.

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

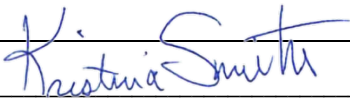
Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Craig P. Abod	Name:
Home Address: 11493 Sunset Hills Road Reston, VA 20190	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>12</u> day of <u>October</u> , <u>2022</u>	 _____ (Affiant)
(Notary Public)	Kristina Smith - Contracts Director _____ (Print name & title of affiant)
My Commission expires: 07/31/23	(Corporate Seal)



Certification of Non-Involvement in Prohibited Activities in Iran

Please find our completed Certification of Non-Involvement in Prohibited Activities in Iran beginning on the following page.



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: # 23-6692 Technology Product Solutions and Related Services

VENDOR NAME: Carahsoft Technology

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran.

CHECK THE APPROPRIATE BOX

[X] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

[] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities
Duration of Engagement
Anticipated Cessation Date

*Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Kristina Smith (handwritten signature)

10/12/2022


Signature

Date

Kristina Smith - Contracts Director

Print Name and Title

New Jersey Business Registration Certificate

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name:	CARAHSOFT TECHNOLOGY CORP
Trade Name:	
Address:	1860 MICHAEL FARADAY DR STE. 100 RESTON, VA 20190
Certificate Number:	1511213
Effective Date:	September 09, 2009
Date of Issuance:	February 04, 2019
For Office Use Only:	20190204164113764

EEOAA Evidence

Please find our completed EEOAA Evidence form beginning on the following page.

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report


See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Kristina Smith

Title: Contracts Director

Signature: 

Date: 10/12/22

MacBride Principles

Please find our completed MacBride Principles form beginning on the following page.

DOC #9
MACBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 23-6692 VENDOR/BIDDER: Carahsoft Technology Corporation

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

10/12/22

Signature

Date

Kristina Smith - Contracts Director

Print Name and Title

Addendum 1

Please find our completed Addendum 1 beginning on the following page.



**COBB COUNTY
Purchasing Department**

122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400 • fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 1

**Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department**

Date: September 19, 2022

Page 1 of 8

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

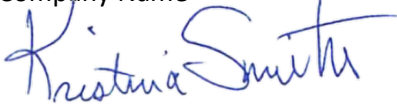
This Addendum consists of:

- Minutes, Questions and Clarifications from Pre-Proposal Meeting held via Webex on September 14, 2022
- Sign-In Sheet(s) from Pre-Proposal Meeting
- Questions Submitted in Writing
- Attachment - Financial Ratio Evaluation Excel Spreadsheet

Receipt of addendum **MUST** be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Carahsoft Technology Corporation

Company Name


Signature

10/12/22

Date

Kristina Smith

Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

Addendum 2

Please find our completed Addendum 2 beginning on the following page.



**COBB COUNTY
Purchasing Department**

122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400 • fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 2

**Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department**

Date: September 30, 2022

Page 1 of 5

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Questions Submitted in Writing**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Carahsoft Technology Corporation

 Company Name

Kristina Smith

 Signature

10/12/22

 Date

Kristina Smith

 Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

Addendum 3

Please find our completed Addendum 3 beginning on the following page.



**COBB COUNTY
Purchasing Department**

122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400 • fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 3

**Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department**

Date: October 5, 2022

Page 1 of 5

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Questions Submitted in Writing**

Receipt of addendum **MUST** be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Carahsoft Technology Corporation

Company Name
Kristina Smith

Signature

10/12/22

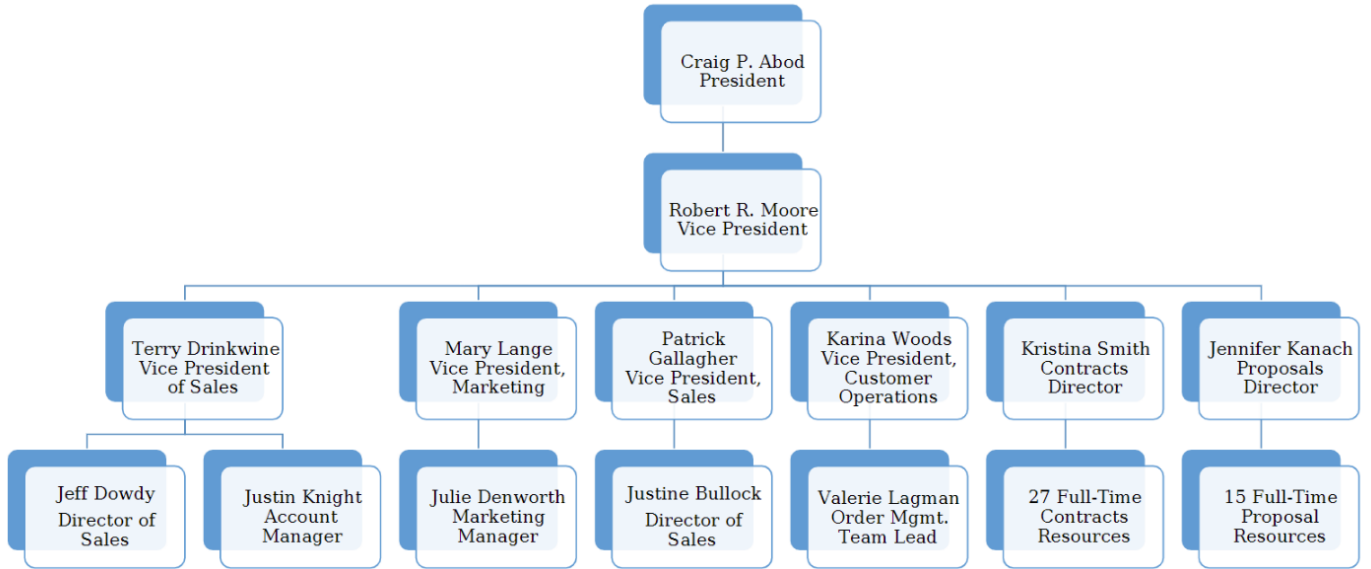
Date

Kristina Smith

Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.
















Carahsoft Organization Chart



Carahsoft Line Card

Please find the Carahsoft Line Card beginning on the following page.

Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®, supporting Federal, State and Local Government agencies and Education and Healthcare organizations. As the Master Government Aggregator® for our vendor and reseller partners, we deliver solutions for Cybersecurity, MultiCloud, DevSecOps, Big Data, Artificial Intelligence, Open Source, Customer Experience and more.

	VMware is the global leader in virtualization and cloud computing solutions from desktop to datacenter. All 15 cabinet level agencies, military services, numerous DoD agencies, and many other federal agencies rely on VMware to avoid IT infrastructure costs, ensure continuity of operations and provide secure endpoints.	888-6VMWARE 888-686-9273
	Amazon Web Services provides a highly reliable, scalable, low-cost infrastructure platform in the cloud that powers hundreds of thousands of businesses in 190 countries around the world. With data center locations in the U.S., Europe, Brazil, Singapore, Japan, and Australia, customers across all industries are taking advantage of the low-cost, agile, flexible, and secure solutions that AWS offers.	888-662-2724
	Symantec enables government agencies to have confidence in their IT infrastructure. Helping agencies protect and manage mission-critical information and interactions, Symantec delivers software and services that address risks to security, availability, compliance and performance.	877-GOV-SYMC 877-468-7962
	Palo Alto Networks is the next-generation security company maintaining trust in the digital age by helping organizations prevent cyber breaches. Palo Alto Networks' security platform safely enables applications, users and content, empowering government agencies to securely and efficiently move their missions forward.	855-6NEXTGN 855-663-9846
	Veritas Technologies is the global leader in enterprise backup and data recovery solutions. Agencies and organizations rely on the Veritas Enterprise Data Services Platform to automate enterprise data protection, ensure 24/7 availability of mission-critical and citizen-facing applications, and provide the insights needed to comply with evolving data regulations.	866-837-4827
	Splunk Inc. is the market leader in analyzing machine data to deliver Operational Intelligence for security, IT and the business. Splunk® software provides the enterprise machine data fabric that drives digital transformation. More than 13,000 customers in over 110 countries use Splunk solutions in the cloud and on-premises.	855-3-SPLUNK 855-377-5865
	Trellix is a global company redefining the future of cybersecurity. Trellix's security experts, along with an extensive partner ecosystem, accelerate technology innovation through machine learning and automation to empower over 40,000 business and government customers.	855-462-2333
	Dell is a leader in enabling government agencies to transform their operations and deliver IT as a service. Through innovative products and services, Dell accelerates the journey to cloud computing, helping IT departments store, manage, protect and analyze information in a more agile, trusted and cost-efficient way.	866-DELL-2-GO 866-335-5246
	F5 Networks helps government organizations create an agile IT infrastructure that aligns with mission-critical demands. With F5 solutions in place, organizations gain strategic points of control wherever information is exchanged, from client devices and the network to application servers, data storage and everything in between.	877-95-F5GOV 877-953-5468
	Red Hat understands that government agencies demand performance, transparency and value—and that's exactly what Red Hat offers. As the standard for Linux in governments, Red Hat's cloud, virtualization, storage and platform solutions bring freedom, collaboration and the power of open source to all government agencies.	877-RHAT-GOV 877-742-8468
	Adobe revolutionizes how agencies engage with ideas and information, transforming and extending government services to provide a richer, more productive, and trusted experience with constituents, personnel, and the military. Adobe helps government deliver information to the edge – anytime, anywhere, and through any medium.	877-99ADOBE 877-992-3623
	Salesforce is the enterprise cloud computing leader dedicated to helping companies and government agencies transform into connected organizations through social and mobile technologies. Since launching its first service in 2000, Salesforce's list of over 150,000 customers spans nearly every industry worldwide.	877-SFDC-007 877-733-2007
	Google Cloud is a trusted technology leader who understands how to help agencies transition from legacy architectures and utilize their data to fuel true mission success. Google Cloud provides cloud-native infrastructure with layered security, machine learning and analytics at web-scale to rapidly innovate and advance agency goals.	844-55-GOOGLE 844-554-6645
	SAP sets a new standard for innovation and performance in the public sector with integrated solutions that apply database technology, business analytics, applications, cloud computing and mobility to solve IT challenges. SAP brings intelligent ideas to the public sector that achieve mission-critical operations.	888-SAP-1GOV 888-727-1468
	Micro Focus Government Solutions supports the needs of the U.S. public sector. Micro Focus Government Solutions' agile and modern software helps solve mission-critical IT challenges. Micro Focus Government Solutions is a purpose-built, U.S. based company that is committed to helping public sector organizations' mission.	888-554-7468

COMPLEMENTARY SOLUTIONS

VMWARE	10iG Technology, Arista, ClearCube, HYCu, Hytrust, Imprivata, Ivanti, Lightbend, Liquidware, NCS, Nutanix, Puppet, Rubrik, Teradici
SPLUNK	AcAlvio, Corelight, Cynerio, Discovered Intelligence, Exiger, Expanse, Infinidat, PencilData, Qmulos, RedFactor, Rhondos, SMS 360, Syncsort, Vectra
SAP	Acsis, Adobe, Apex, Apigee, Ariba, BMC, ClockWork, Cloudera, Datawatch, Dassian, Dell Technologies, GB&Smith, GoSecure, Greenlight Technologies, LC, Micro Focus Government Solutions, NimbleStorage, NoteShark, NS2, NS2 Labs, Onapsis, PingIdentity, Precise, Progress, Resilient, SAP, SAP + Qualtrics, SAP Concur, SAP SuccessFactors, VMware, Volume Integration
SERVICENOW	3CLogic, Apptio, Bravium, Dtech Apps, MobiChord, Mobile Reach, NNT, Nuvolo, Pagerduty, Platcore, Stave, Uxstorm

SOLUTION VERTICALS

MULTICLOUD	Accla, Acquia, Adobe, Akamai, Alfresco, AWS, Anaplan, Anchore, Apptio, Aqua, Aviatrix, Axway, Backblaze, BlackBerry, Box, Brightcove, C3.ai, CIS, CloudBees, CloudBolt, CloudCheckr, Commvault, Confluent, DarkOwl, Databricks, Dell Technologies, Denodo, Digital.ai, DocuSign, Domino, Druva, Elastic, EDB, Exterro, Genesys, GitLab, Google Cloud, Granicus, greymatter.io, GroundWork, HashiCorp, Hootsuite, Jive, Kion, Kiteworks, LinkedIn, Lookout, MicroFocusGovernmentSolutions, Microsoft, MongoDB, Neustar, NewRelic, Nutanix, Okta, Orion, OSISOft, OutsysteMS, Proofpoint, QTS, Qualtrics, Qualys, Rackspace, Red Hat, Salesforce, SAP NS2, Saviynt, Secureworks, ServiceNow, Slack, SmartSheet, Software AG, Sonatype, Splunk, SwiftStack, Symantec, Teradici, TerraPixel, ThreatConnect, Trellix, Trustwave, Twilio, Tyler, Virtru, Virtustream, VMware, Voyager Labs, Zscaler
CYBERSECURITY	1Kosmos, Agari, Akamai, ALTR, Anchore, Anomali, Aqua, Aquera, Armis, Attivo Networks, AvePoint, Bastille, Bayshore Networks, BeyondTrust, BlackBerry, BlackBerry Cyclance, Blancco, Blinkly, Cellebrite, CertiPath, Cloud Cover, Cofense, Conceal, Contrast Security, CrowdStrike, CyberArk, Dataguise, DataLocker, Digital Guardian, Druva, Dtex, EclypsiUM, Entrust, Exabeam, Exterro, F5, Fidelis, FlashPoint, Forcepoint, Forescout, ForgeRock, Foretix, Fortinet, Forward, Gigamon, GlobalScape, GoSecure, HashiCorp, HID, iBoss, Identity Automation, Imperva, Information Security, Infoblox, Inspired eLearning, IronNet, Keeper, Kion, Kiteworks, Lookout, Material, MediGate, Micro Focus, Mosse Security, Netskope, Netwitness, Netwrix, Neustar, Nlyte, Nucleus Security, Okta, OSISOft, PaloAlto Networks, Ping Identity, ProofPoint, Qualys, RackTop, Radiant Logic, RangeForce, Rapid7, Recorded Future, RiskSense, RSA, Sailpoint, Samsung, SANS, Saviynt, Secureworks, Securoix, SentinelOne, SkyBox Security, SolarWinds, Sonatype, Splunk, Symantec, Tanium, Tempered Networks, Tenable, Thales, ThreatConnect, ThreatLocker, ThreatQuotient, Trellix, Trend Micro, TruSona, Trustwave, Tufin, Venafi, Veracode, VMware, Waterfall, White Canyon, Zeva, Zimpeium, Zscaler
OPEN SOURCE	Acquia, Alfresco, Anchore, CloudBees, Cloudera, Cockroach Labs, Confluent, Databricks, Ekahau, Elastic, EDB, ForgeRock, GitLab, GroundWork, H2O.ai, HashiCorp, Hitachi, Liferay, Lucidworks, Liquebase, Mattermost, MongoDB, Neo4j, Red Hat, Red Hat 3scale API Management, Red Hat Advanced Cluster Management, Red Hat Ansible, Red Hat Application Services, Red Hat Ceph Storage, Red Hat CodeReady Studio, Red Hat CodeReady Workspaces, Red Hat Decision Manager, Red Hat Enterprise Linux, Red Hat Gluster Storage, Red Hat Hyperconverged Infrastructure, Red Hat Integration, Red Hat Insights, Red Hat Integration, Red Hat JBoss, Red Hat Mobile App Platform, Red Hat OpenShift Container Platform, Red Hat OpenShift Data Foundation, Red Hat OpenStack, Red Hat Process Automation Manager, Red Hat Quay, Red Hat Runtimes, Red Hat Satellite, Red Hat Smart Management, Red Hat Storage, Red Hat Virtualization, Sonatype, Tetrade, Zimbra
AI & MACHINE LEARNING	ABBY, Adobe, AWS, Alteryx, Basis Technology, BlackBerry, C3.ai, CalypsoAI, Chooch.ai, ClarifAI, Cloudera, Colibra, CORAS, CornerstoneAI, CrowdAI, CrowdStrike, CVEDIA, Darktrace, Databricks, DataRobot, Deep Labs, Dell Technologies, Delphix, Deltek, Denodo, Domino, Eightfold, AI, Fortinet, Google, H2O.AI, Heavy.AI, HPE, Informatica, IronNet, Kinetic, Kofax, Labelbox, Liquid, Micro Focus Government Solutions, Microsoft Azure, Microway, Modzy, NNData, Nuance, Nutanix, NVIDIA, NVIDIA Networking, Ocint, piXlogic, Red Hat, Rescale, Run.ai, Salesforce, SAP, SAP NS2, Senzing, SFL Scientific, Snowflake, Sophos, Splunk, Tableau, Tensor Networks, Titan Technologies, Trellix, UiPath, Vast Data, Vectra, Veritone
MOBILITY & TELEWORK	102iG, BlackBerry, Blancco, Blue Cedar, ClearCube, Deep Instinct, HYCU, Isec, Liferay, Liquidware, Lookout, MongoDB, NowSecure, Nutanix, Red Hat, Slack, Splunk, Swyft, Teradici, VMware
5G SOLUTIONS	AWS, CalChip, CID, Ciena, Commscope Ruckus, CTS, Dell Technologies, F5, Infinera, Infovista, Intel, JMA Wireless, MantisNet, Nokia, Orion, PaloAlto Networks, Red Hat, SAP, Telia Carrier, VMware
CX & ENGAGEMENT	ABBY, Accla, Acquia, Adobe, Akamai, Alfresco, Atlassian, Box, Conga, Copado, Decision Lens, Delphix, DocuSign, ForgeRock, Genesys, Google Cloud, Granicus, Hootsuite, Jumio, Liferay, LinkedIn, Microsoft, Mural, New Relic, Nintex, Nuance, Okta, Orion, Qualtrics XM, Red Hat, Salesforce, ServiceNow, Skedulo, Slack, Software AG, Sprinklr, Tableau, Talkdesk, Tyler Technologies, WalkMe, Yext, Zencity, Zoom
IN-Q-TEL SOLUTIONS	Anomali, Apigee, Apptio, ArchSight, Basis Technology, Boundless, Box, Bromium, Cellebrite, CipherCloud, Cloudant, Cloudera, Contrast, Cylance, Databricks, DataRobot, Delphix, Digital Reasoning, Domino, Endeca, Finch Computing, Frame, Fusion-IO, geoiQ, GitLab, Heavy.AI, Hytrust, Ike, Immersive Wisdom, Initiate, Kofax, LabelBox, Language Weaver, LILT, Local Motion, Lookout, Lucidworks, Magnet Forensics, Markforged, memSQL, MetaCarta, Micro Focus Government Solutions, Mocana, Mongo DB, MotionDSP, NarrativeScience, Nicira, NovoDynamics, Nozomi, Okta, Optiolabs, Orbital Insight, Orion, Palantir, Paxata, Phantom, Pindrop, piXlogic, Platfora, QuantiFind, Recorded Future, ReversingLabs, SDL, SitScape, SilverTail, Skytree, Socrata, Software Government Solutions, Sonatype, Tenable, Teradici, Terrago, Thetus Corp, Trellix, Veracode, Vintri
LAW ENFORCEMENT	Acadis, ADF Solutions, Adobe, Airgility, Airversity, Authentic8, AWS, Axon, BlackBerry, Blackswift, Blueforce Development, Cellebrite, Chainalysis, Commvault, Conceal, Darkowl, Dedrone, DigitalBlue, ElSight, Flashpoint, Ghost Robotics, Google Cloud, Gridless Power, Icaros, ikeGPS, Informatica, Inspired Flight, Juniper Unmanned, Lightsense, Magnet Forensics, Mark43, Measure, Mi-Case, Microsoft, Microsoft Surface, NTrepid, Nuance, NVIDIA, Okta, piXlogic, Qii.AI, Recorded Future, Red Hat, Reveal, SAFR, Salesforce, SkyX, Software AG, Sonim, Tableau, TransUnion, Trimble, VELARY, Veritone, Vidzimo, Vintra, VIQ, Voyager Labs, Wickr
FEDRAMP SOLUTIONS	Achievelt, Acquia, Adobe, Akamai, Apptio, Armis, Authentic8, AvePoint, AWS, Axon, BlackBerry, BMC, Boomi, Box, Broadcom, C3.ai, CloudCheckr, Cofense, Colibra, Contegix, Copado, CORAS, CoSo Cloud, CrowdStrike, CyberArk, Databricks, DataRobot, Decision Lens, Delinea, Digital.ai, DocuSign, Druva, Eightfold.ai, Elastic, Exterro, FM:Systems, Forcepoint, Genesys, Google Cloud, Granicus, HackerOne, Hootsuite, IBM, iBoss, Infoblox, Informatica, Ivanti, Keeper Security, Kiteworks, Lookout, Micro Focus Government Solutions, Microsoft, MongoDB, MuleSoft, Netskope, New Relic, Nintex, Nuance, Nutanix, Okta, Orock, OwnBackup, PaloAlto Network, Proofpoint, Qualtrics, Qualys, Quzara, Rackspace, Rescale, RSA, SailPoint, Salesforce, SAP NS2, Saviynt, ServiceNow, SkyHigh, Slack, SmartSheet, Snowflake, Software AG, Splunk, Sprinklr, Tanium, Tenable, Trellix, Trello, Tyler Technologies, UiPath, ValiMail, Veracode, Veritone, Virtru, Virtustream, VMware, Vyopta, Wickr, Zimperium, Zoom, Zscaler
GEOSPATIAL	Accla, AeroCloud, Airversity, AutoDesk, Ball, Bentley, Better GIS, Chooch AI, CompassCom, CompassData, Dedrone, Digital Map, e-PlanSoft, FM:Systems, GeoNorth, Google Maps, Icaros, ikeGPS, Intermap, MapBox, NearMap, Qii.AI, Spire, Terra Pixel, TomTom, Trimble, Vehicle Tracking Solutions, Velary
HEALTHCARE	Adobe, BeyondTrust, BlackBerry, CA Technologies, Cloudera, Colibra, Databricks, Dell Technologies, F5, Fidelis Security, Forescout, Gigamon, Google Cloud, Granicus, Gridless Power, HPE, Imprivata, Infoblox, Ivanti, John Snow Labs, Kofax, Micro Focus Government Solutions, MuleSoft, NCS, New Relic, Nuance, Nutanix, Nuvolo, Okta, Orion, piXlogic, Red Hat, Salesforce, Samsung, SAP, SentinelOne, ServiceNow, Snowflake, Splunk, Symantec, Tableau, Trellix, Trend Micro, Veritas, VMware, Zscaler
CARASOFT CONTRACT VEHICLES	
GSA SCHEDULE	47QSWA18D008F, GS-35F-0119Y
SEWP V	Group A Other Than Small: NNG15SC03B, Group D Other Than Small: NNG15SC27B
ESI BPA CONTRACTS	Adobe: N00104-09-A-ZF31, N00104-12-A-ZF31, NNX13AA89Z, HSHQDC-13-A-00039; CollabNet: HC1028-11-A-0100; Micro Focus Government Solutions: N00104-13-A-ZF46; Intel: W5P1J-15-D-0008; IronKey: HSTS05-12-A-MED002; Red Hat Linux: HC1028-14-A-0002; SAP: N00104-08-A-ZF43 ServiceNow: N00104-13-A-ZF47; Splunk: DE-IM0000789; Symantec: N00104-13-A-ZF45; VMware/Dell: W91QUZ-09-A-0003; ForeScout: #N66001-18-A-0005

EEO Report

Please find our 2021 EEO report beginning on the following page.

CO= DA57607

EQUAL EMPLOYMENT OPPORTUNITY

2021 EMPLOYER INFORMATION REPORT EEO-1

SINGLE ESTABLISHMENT REPORT

U= DA57607

SECTION B - COMPANY IDENTIFICATION

1. CARAHSOFT TECHNOLOGY CORPORATION
11493 Sunset Hills Road
SUITE 100
RESTON, VA 20190

2.a. CARAHSOFT TECHNOLOGY CORPORATION
11493 Sunset Hills Road
SUITE 100
RESTON, VA 20190

c. EIN= 522189693

SECTION C - TEST FOR FILING REQUIREMENT

1- Y 2- N 3- N DUNS= 088365767

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 511210 - Software Publishers

SECTION D - EMPLOYMENT DATA

Table with columns: JOB CATEGORIES, HISPANIC OR LATINO (MALE, FEMALE), NOT-HISPANIC OR LATINO (WHITE, BLACK OR AFRICAN AMERICAN, NATIVE HAWAIIAN OR PACIFIC ISLANDER, ASIAN, AMERICAN INDIAN OR ALASKAN NATIVE, TWO OR MORE RACES), OVERALL TOTALS. Rows include EXECUTIVE/SR OFFICIALS & MGRS, FIRST/MID OFFICIALS & MGRS, PROFESSIONALS, TECHNICIANS, SALES WORKERS, ADMINISTRATIVE SUPPORT, CRAFT WORKERS, OPERATIVES, LABORERS & HELPERS, SERVICE WORKERS, TOTAL, and PREVIOUS REPORT TOTAL.

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 12/15/2021 THRU 12/31/2021

SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: Kristina Smith
EMAIL: kristina.smith@carahsoft.com

EEO1 REPORT CONTACT PERSON: Kristina Smith
EMAIL: kristina.smith@carahsoft.com

CERTIFIED DATE [EST]: 5/11/2022 4:15 PM

TITLE: Contracts Director
PHONE: 703-871-8504

TITLE: Contracts Director
PHONE: 703-871-8504

Passed by the Kane County Board on June 11, 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 Two Vehicles for the Office of Emergency Management

Committee Flow:

Administration Committee, Judicial Public Safety Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Scott Buziecki, 630.232.5986

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$99,986.00
If not budgeted, explain funding source: N/A	

Summary:

The Office of Emergency Management requires the purchase of two (2) 2025 Ford (Explorer) Interceptor Utility vehicles to replace aging, obsolete vehicles in the current fleet. Total purchase for two (2) vehicles will be \$99,986.00. The best source for these vehicles is Morrow Brothers Ford of Greenfield, Illinois.

KANE COUNTY
OFFICE of EMERGENCY MANAGEMENT



Scott Buziecki
Director

719 S. Batavia Ave.
Geneva, Illinois, 60134
Office: (630) 232-5985
EOC: (630) 208-8911

TO: Purchasing
FROM: Scott Buziecki, Director of Emergency Management
DATE: 5/1/2024
SUBJECT: Summary of Ford Explorer bid process and Recommendation

This is a summary of the process to purchase two new Ford Utility Interceptors (police package Ford Explorers) for the Kane County Office of Emergency Management. The new vehicles will be replacing a 2001 Chevrolet Express and a 2012 Chevrolet Tahoe (former Sheriff's Office K-9 squad).

We developed the specifications along with the Sheriff's Office fleet manager and provided them to the Purchasing Department who released an Invitation to Bid on March 26, 2024 to purchase two (2) 2024 or 2025 Ford Utility Police Interceptors (PI) with police standard features and equipment package. Bids were due on Tuesday, April 16, 2024 and two dealers submitted bids:

- Bob Maxey Ford (Detroit, MI) with a unit price of \$50,550.00 each and a total price of \$101,100.00.
- Feldman Ford (Detroit, MI) with a unit price of \$54,360.00 each and a total price of \$108,720.00

State of Illinois Government Pricing through Morrow Brothers Ford (Greenfield, IL) had a unit price of \$49,993.00 each and a total price of \$99,986.00. All three are for the exact same features and options and all three dealers can deliver the vehicles within 12-16 weeks, which is typical and acceptable.

Recommendation

After a thorough review of all features and options as well as bid submissions and state pricing, I recommend purchasing the vehicles through the State of Illinois Government Pricing from Morrow Brothers Ford.



STATE OF ILLINOIS
2025 POLICE INTERCEPTOR
GOVERNMENT PRICING

ORDERING AGENCY: Kane County Office of Emergency Mgmt.

CONTACT PERSON: Scott Buziecki CELL: 331-343-7710

FORD FLEET # _____ PURCHASE ORDER # _____

QUANTITY: 2 COST EACH: \$ 49,993.00

ADDRESS: 719 S. Batavia Ave, Bldg C

CITY: Geneva ZIP CODE: 60134 TAX EXEMPT # E999 - _____

PHONE: 630-232-5985 FAX: _____ EMAIL: Buziecki Scott @ Kane County IL. gov

TOTAL ORDER COST: \$ 99,986.00

SIGNATURE Scott Buziecki TITLE Director of Emergency Management

Morrow Brothers Ford Inc.
1242 Main Street
Greenfield, IL 62044

Phone # 1-217-368-3037
Fax # 1-217-368-3517
Email: richie@morrowbrothersfordinc.com

Please submit this signed form and a copy of your agency's Illinois Tax Exempt Letter with your order.


PAYMENT DUE UPON DELIVERY

2025 POLICE INTERCEPTOR UTILITY STANDARD EQUIPMENT

- AWD 3.3L Gasoline V6 DI 136-MPH Top Speed
 - 10-Speed Automatic Transmission w/Column Shifter
 - Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Front & Rear Calipers
 - Class III Trailer Hitch Receiver W/ 5000 Lbs. Towing Capacity
 - (2) Rear Recovery Hooks
 - Electric Power-Assist Steering
 - Engine Hour Meter
 - Engine & Transmission Oil Coolers
 - Fuel Tank Capacity 21.4-Gallons
 - H8 AGM Battery (850CCA/92-AMP)
 - Manual Police Pursuit Mode (Steering Wheel Switch Execution)
 - Suspension – Independent Front & Rear
 - Daytime Running Lamps User Configurable to On or Off
 - Door-Lock Cylinders (Front Driver / Passenger / Liftgate)
 - Dark Tint Privacy Glass – 2nd Row, Rear Quarter & Heated Liftgate Glass
 - Headlamps – Automatic, LED Low-And-High-Beam
 - Note:** Includes Front Headlamp / Police Interceptor Housing
 - Pre-Drilled Hole for Side Warning, Does Not Include LED
 - Tires – 255/60R18 A/S BSW W/Full Size Spare
 - Wheel-Lip Moldings – Black
 - Wheels – 18" X 8.0 Black Steel W/Polished Stainless Steel Hub Cover
 - Windshield – Acoustic Laminated
 - Cargo Hooks in Cargo Area
 - Climate Control – Dual-Zone Electronic Automatic Temperature Control
 - Floor Covering – Heavy-Duty Thermoplastic Elastomer
 - Glove Box – Locking/Non-Illuminated
 - Heated Sanitization Solution
 - Overhead Console
 - Red/White Task Lighting in Overhead Console
 - Mirror – Day/Night Rear View
 - Cabin Particulate Air Filter
 - PowerPoints – (2) USB A+C Type Ports
 - Seats
 - Power Cloth Dual Front Bucket Seats
 - Built-In Steel Intrusion Plates in Both Driver/Passenger Seatbacks
 - 2nd Row Vinyl, 35/30/35 Fixed Split Bench Seat w/Manual Fold-Flat
 - Red And White Dome Lamp in Cargo Area
 - Cruise Control, (4) User Configurable Switches on Steering Wheel
 - Steering Wheel Manual Tilt / Telescoping
 - Speedometer – LCD Display Calibrated w/Digital Readout.
 - Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper
 - Universal Top Tray – Center of I/P for Mounting Aftermarket Equipment
 - Power Windows, Power Door Locks, Power Mirrors
 - Advancetrac® WRSC® (Roll Stability Control®)
 - Airbags, Dual-Stage Driver & Front-Passenger, Side Seat, Passenger-Side Knee, Roll Curtain Airbags and Safety Canopy®
 - Anti-Lock Brakes w/ Traction Control
 - Seat Belt-Minder® (Front Driver / Passenger)
 - Rear Cross Traffic Brake Assist
 - Individual Tire Pressure Monitoring System
 - Perimeter Alert detects motion in an approximately 270-degree radius on the sides and back of vehicle; If movement is determined to be a threat, chime will sound at Level I. Doors will lock and windows will automatically go up at Level II. Includes visual display.
 - Rearview Camera Viewable on 8" Center Stack Screen
 - Seat Belts, Pretensioner/Energy-Management System w/Adjustable
 - SOS Post-Crash Alert System
 - Audio
 - AM/FM / MP3 Capable / Clock / 4-Speakers / 1-USB Port
 - Sync® Phoenix — Includes Hands-Free Voice Command (Compatible with Most Bluetooth Connected Mobile Devices)
 - 8" Color LCD Screen Center-Stack "Smart Display"
 - Supports Android Auto & Apple Carplay
 - Easy Fuel® Capless Fuel-Filler
 - Upfitter Power Pigtail Harness
 - Fleet Telematics Modem
- The items listed below are **included** in the base price of our vehicle.
- ★ Driver's Side LED Spotlight
 - ★ Headlight Wig-Wag System
 - ★ Factory Ignition Override Idle Lockout
 - ★ Remote Keyless Entry w/ (4) Remotes & (4) Keys
 - ★ Front And Rear Dual Air Conditioning
 - ★ H8 AGM 850 CCA H.D. Battery
 - ★ Dark Car, Interior Lights Disabled
 - ★ Rear Liftgate Timer Delete
 - ★ Power Heated Mirror Glass
 - ★ Blind Spot Information System
 - ★ Cross Traffic Alert System
 - ★ Pre-Collision Mitigation System
 - ★ Pre-Drilled Taillamp Housing
 - ★ Red/White Cargo LED Dome Light

ENGINE		OPTION CODE	PRICE	SELECTION
STD	Police Interceptor Utility AWD	KBA	STD	STD
	The pricing listed in this document is for factory ordered vehicles. It is possible that there may be in stock units available. Additional options are available upon request. Payment is due upon delivery.			
	AWD 3.3L V6 Direct-Injection FFV 10-Speed Automatic Transmission 136-MPH Top Speed	99B/44U	\$44,940.00	<input checked="" type="checkbox"/>
	AWD 3.0L V6 EcoBoost® 10-Speed Automatic Transmission 148-MPH Top Speed	99C/44U	\$48,540.00	<input type="checkbox"/>
COLORS		OPTION CODE	PRICE	SELECTION
VERMILLION RED		E4	N/C	<input type="checkbox"/>
ICONIC SILVER METALLIC		JS	N/C	<input type="checkbox"/>
DARK BLUE		LK	N/C	<input type="checkbox"/>
ROYAL BLUE		LM	N/C	<input type="checkbox"/>
SILVER GREY METALLIC		TN	N/C	<input type="checkbox"/>
STERLING GREY METALLIC		UJ	N/C	<input type="checkbox"/>
AGATE BLACK		UM	N/C	<input type="checkbox"/>
OXFORD WHITE		YZ	N/C	<input checked="" type="checkbox"/>
CARBONIZED GREY		M7	N/C	<input type="checkbox"/>
Cloth Front Bucket Seats / Vinyl Rear Split Bench 35/30/35		9W	STANDARD	<input checked="" type="checkbox"/>
Cloth Front Bucket Seats / Cloth Rear Split Bench 35/30/35		FW	\$ 70.00	

EQUIPMENT GROUP	OPTION CODE	PRICE	SELECTION
Police Interior Upgrade Package -Carpet Floor Covering -Cloth Seats – Rear -Center Floor Console less shifter (Maintains Column Shifter) -Includes Console and Top Plate with 2 cup holders -Floor Mats, front and rear (carpeted) -18” Aluminum Wheel -Selectable Sport Mode -High Series Headlamp with LED Corner Warning Lights -Includes SYNC Phoenix ® Note: Not available with EcoBoost Powertrain (99C/44U)	65U	\$ 365.00	<input type="checkbox"/>
Front Headlamp Lighting Solution -Includes LED Low beam/High beam headlamp, Wig-wag function and (2) Red/Blue/White LED side warning lights in each headlamp (factory configured: driver’s side W/R / passenger W/B) -Includes pre-wire for grille LED lights, siren and speaker (60A) -Wiring, LED lights included (in headlamps only; grille lights not included). Note: This option is included in our turnkey upfit package.	66A	\$ 845.00	<input checked="" type="checkbox"/>
Tail Lamp Lighting Solution -Includes LED Tail Lamp Wig-Wag Module -LED lights only. Wiring, controller “not” included. Note: This option is included in our turnkey upfit package.	66B	\$ 401.00	<input checked="" type="checkbox"/>
Rear Lighting Solution -Includes two (2) backlit flashing linear high-intensity LED lights (driver’s side red / passenger side blue) mounted to inside liftgate glass -Includes two (2) backlit flashing linear high-intensity LED lights (driver’s side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open) -LED lights only. Wiring, controller “not” included. Note: Included with Ready for the Road (67H) Note: LED lights only – does “not” include wiring or controller Note: Recommend using Ultimate Wiring Package (67U)	66C	\$ 431.00	<input checked="" type="checkbox"/>
Ready for the Road Package: All-in Complete Package – Includes Police Interceptor Packages: 66A, 66B, 66C, plus -Whelen Cencom Light Controller Head with dimmable backlight -Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor control (mounted behind 2 nd row seat) -Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtailed -High current pigtail -Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head -Pre-wiring for grille LED lights, siren and speaker (60A) -Rear console plate (85R) – contours through 2 nd row; channel for wiring -Grille linear LED Lights (Red / Blue) and harness -100-Watt Siren / Speaker Note: Not available with options: 66A, 66B, 66C, 67U and 65U	67H	\$ 3,565.00	<input type="checkbox"/>
Ultimate Wiring Package Includes the following: -Rear console mounting plate (85R) – contours through 2 nd row; channel for wiring -Pre-wiring for grille LED lights, siren and speaker (60A) -Wiring harness I/P to rear cargo area (overlay) -Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille) -One (1) 10-amp siren/speaker circuit engine compartment -Rear hatch/cargo area wiring – supports up to six (6) rear LED lights -Does “not” include LED lights or controller	67U	\$ 598.00	<input type="checkbox"/>

<p>Police Wire Harness Connector Kit – Front/Rear For connectivity to Ford PI Package solutions includes:</p> <p>Front</p> <ul style="list-style-type: none"> - (2) Male 4-pin connectors for siren - (5) Female 4-pin connectors for lighting/siren/speaker - (1) 4-pin IP connector for speakers - (1) 4-pin IP connector for siren controller connectivity - (1) 8-pin sealed connector - (1) 14-pin IP connector <p>Rear</p> <ul style="list-style-type: none"> - (2) Male 4-pin connectors for siren - (5) Female 4-pin connectors for lighting/siren/speaker - (1) 4-pin IP connector for speakers - (1) 4-pin IP connector for siren controller connectivity - (1) 8-pin sealed connector - (1) 14-pin IP connector 	67V	\$ 190.00	
--	-----	-----------	---

KEY EXTERIOR OPTIONS			
Engine Block Heater	41H	\$ 175.00	<input type="checkbox"/>
(4) Body Molded Splash Guards	SPG	\$ 290.00	<input type="checkbox"/>
Lamps / Lighting			
SoundOff Signal Intersector 16 LED Dual Color Under Mirror Side Warning (1) Red/White (1) Blue/White: Price is per pair. Shipped loose, to be installed by upfitter	ENT2	\$ 407.00	<input type="checkbox"/>
Front Warning Auxiliary LED Lights (Driver side – Red / Passenger side – Blue) Factory installed.	21L	\$ 566.00	<input checked="" type="checkbox"/>
Rear Auxiliary Liftgate Lights Whelen ION T DUO R/W, B/W. Price is per pair. Located beneath liftgate glass in applique panel. Shipped loose, to be installed by upfitter.	TLI2	\$ 296.00	<input checked="" type="checkbox"/>
Rear Quarter Glass Side Marker LED Lights Whelen Avenger II DUO Color LED lights R/B, R/B. Price is per pair. Shipped loose, to be installed by upfitter.	AVC12J	\$ 476.00	<input checked="" type="checkbox"/>
Whelen RST Rear Facing Interior Lightbar TRIO Color Provides red/blue/amber warning and directional lighting – fully programmable. Controller not included. Shipped loose, to be installed by upfitter.	TRAYW10	\$ 1,197.00	<input checked="" type="checkbox"/>
Side Marker LED – Sideview Mirrors (Driver side – Red / Passenger side – Blue) Located on exterior mirror housing. LED lights only. Wiring, controller “not” included. Factory installed	63B	\$ 320.00	<input type="checkbox"/>
Additional Overhead Red/White LED Dome Light Mounted Above Center Console Independent switch. On/Off/On			
	FDL	\$ 138.00	<input type="checkbox"/>
Overhead LED White Dome Light in Prisoner Area Wire for switch run to center console for upfitter to connect			
	51W	\$ 148.00	<input type="checkbox"/>
Driver's Side Only LED Spotlight			
	51R	Included	<input checked="" type="checkbox"/>
Passenger Side LED Spotlight			
	51S	\$ 394.00	<input type="checkbox"/>
Setina PB450L Push Bumper / Grille Guard w/Whelen ION TRIO LED Warning R/B/W Shipped loose to be installed by upfitter.			
	PB450L	\$ 1,282.00	<input type="checkbox"/>
(2) Whelen Micon Stud Mount LED Grille Lights. 1R & 1B Price is per pair. To be installed by upfitter.			
	MCRS	\$ 198.00	<input type="checkbox"/>
Body			
Glass – Solar Tint 2nd Row door glass, Rear Quarter and Liftgate Window (Deletes Dark Glass)			
	92G	\$ 112.00	<input type="checkbox"/>

Glass – Solar Tint 2nd Row Only door glass, Privacy Glass on Rear Quarter and Liftgate	92R	\$ 85.00	<input type="checkbox"/>
Underbody Deflector Plate (engine and transmission shield)	76D	\$ 320.00	<input type="checkbox"/>
Wheels			
Wheel Covers (18" Full Face Wheel Cover) Note: Only available with the standard Police wheel, not available with Police Upgrade Package 65U	65L	\$ 75.00	<input type="checkbox"/>
Audio / Video			
12.1" Integrated Computer Screen -Includes 12.1" touchscreen display in center stack and allows for operation of laptop in remote location to free up cabin space in front passenger area - Includes Audio Video Extender (AVX) box, (2) AVX cables, (2) USB cables and (1) HDMI cable -Includes SYNC Phoenix ®	47E	\$ 3,578.00	<input type="checkbox"/>
¼ Size Picture in Picture (8" Rear Camera Image in upper lefthand quadrant of display) Note: Not available with Integrated Computer Screen (47E)	87M	N/C	<input type="checkbox"/>
Doors/Locks/Windows			
2nd Row Door Glass Barriers. 1R & 1L. Price is per pair. To be installed by upfitter.	DGB	\$ 398.00	<input type="checkbox"/>
Rear-Door controls Inoperable (locks, handles and windows) Note: Can manually remove window or door disable plate with special tool Note: Locks/windows operable from driver's door switches	68G	\$ 80.00	<input type="checkbox"/>
KEYS			
Keyed Alike – 1435x	59E	\$ 47.00	<input checked="" type="checkbox"/>
Keyed Alike – 1284x	59B	\$ 47.00	<input type="checkbox"/>
Keyed Alike – 0135x	59D	\$ 47.00	<input type="checkbox"/>
Keyed Alike – 0576x	59F	\$ 47.00	<input type="checkbox"/>
Keyed Alike – 1111x	59J	\$ 47.00	<input type="checkbox"/>
Keyed Alike – 1294x	59C	\$ 47.00	<input type="checkbox"/>
Keyed Alike – 0151x	59G	\$ 47.00	<input type="checkbox"/>
Flooring/ Seats			
1st and 2nd row carpet floor covering (includes floor mats, front and rear)	16C	\$ 141.00	<input type="checkbox"/>

WeatherTech Floor Liners Front and Rear	WTX	\$ 241.00	<input type="checkbox"/>
Rear Console Plate. Note: Not available with option: 65U, 85D	85R	\$ 56.00	<input type="checkbox"/>
Safety & Security			
Ballistic Door-Panels (Level III+) – Driver Front-Door Only1	90D	\$ 1,495.00	<input type="checkbox"/>
Ballistic Door-Panels (Level III+) – Driver & Pass Front-Doors1	90E	\$ 2,979.00	<input type="checkbox"/>
Ballistic Door-Panels (Level IV+) – Driver Front-Door Only2	90F	\$ 2,274.00	<input type="checkbox"/>
Ballistic Door-Panels (Level IV+) – Driver & Pass Front-Doors2	90G	\$ 4,541.00	<input type="checkbox"/>
Misc			
Badge Delete -Deletes the "Police Interceptor" badging on rear liftgate -Deletes the "Interceptor" badging on front hood (EcoBoost®)	16D	N/C	<input checked="" type="checkbox"/>
Setina Dual Drawer Locking Storage Box Shipped loose for upfitter to install.	SDDSB	\$ 2,453.00	<input type="checkbox"/>
Additional Noise Suppression Bonds (Ground Straps)	60R	\$ 100.00	<input type="checkbox"/>
Rear Bumper Step Pad	16P	\$ 100.00	<input type="checkbox"/>
Whelen 100 Watt Siren/Speaker w/Mounting Shipped loose for upfitter to install.	SA315P	\$ 249.00	<input type="checkbox"/>

License / Title / Delivery

New M. MP or Sheriff License/*Title \$225.00 Per unit.

Transfer M. MP or Sheriff License/*Title \$225.00 Per unit.

Delivery to Government Agency \$300.00 Per unit.

Agency pick up from Greenfield, IL. \$0

Agency pick up with full tank of gasoline \$80.00 Per unit.

*Illinois Secretary of State requires the dealer to complete and submit license and titling.

625 ILCS 5/3-102

625 ILCS 5/5-401.2(a)

625 ILCS 5/3-113

TURNKEY READY FOR THE ROAD VEHICLE EQUIPMENT PACKAGE

Whelen Super LED Exterior Lightbar or Interior Lightbars Red/Blue/White

- Super LED Take-Down Lights w/Wig-Wag
- Integrated Traffic Advisor, LED Alley Lights Circle one: Exterior Lightbar or Interior Lightbars

Whelen Full Feature Siren

- Wail, Yelp, Priority, Horn, PA.
- Integrated Light Controls

(1) Whelen 100-Watt Siren Speaker

(1) Whelen Avenger in each cargo side glass, total of 2.

Headlight Wig-Wag System

Whelen 4-Corner LED Warning

Havis Vehicle Specific Equipment Console

- Deluxe Armrest
- (2) Cup Holders
- (2) 12 V Power Ports
- (1) USB Power Port

Installation of or prep for customer supplied mobile radio.

All Parts, Labor and Professional Installation \$6,790.00

Available Equipment Package Options:

Upgrade Lightbar with Full Scene Light Override Add \$440.00

Whelen Rear Pillar Warning, 1R & 1L Red/Blue Add \$998.00

Setina PB450L Push Bumper w/TRIO LED Warning Add \$1,388.00

SoundOff Intersector Under Mirror DUO R/W, B/W Add \$585.00

SoundOff Runner 61" Lower Side Warning R/B/W Add \$1,378.00

Setina 10XL TM Front Prisoner Partition w/WR Add \$1,173.00

Setina 12VS Expanded Metal Rear Cargo Barrier Add \$773.00

Prisoner Transport Seat w/12VS Rear Cargo Barrier Add \$1,793.00

2nd Row Side Glass Barriers 1 Right and 1 Left Add \$436.00

Blac-Rac 1082E AR Rack w/T-Rail and Timer Add \$1,177.00

Docking Station MDT Mount w/Charge Guard Add \$498.00

Install customer supplied Video Camera Add \$490.00

Notes:

Kane County Vehicle Request Form

Section 1 - Department Information

Department: <i>Office of Emergency Management</i>	Division: <i>Field Response</i>	Date:
Address: <i>719 S. Batavia Ave, Bldg C</i>	City: <i>Geneva</i>	Zip Code: <i>60134</i>
Department Contact Person: <i>Jon Mensching</i>	Title: <i>Chief Dep Director</i>	
Telephone: <i>630-208-2050</i>	email: <i>Mensching.Jonathan@KaneCountyIL.gov</i>	

Section 2 - Current Vehicle Information

This request is to: Replace an existing vehicle OR Add a new vehicle to the fleet

Does the replacement vehicle meet the County's replacement guidelines (age, mileage, reliability, maintenance and repair costs and conditions as calculated on the Replacement Guideline Calculation, attached)? Yes No

Vehicle being replaced:	Year: <i>2001</i>	Make: <i>Chev</i>	Model: <i>- Cutaway - Box Truck</i>
Vehicle Type:	V.I.N. #: <i>16B3G31R01153627</i>	Current Mileage:	
<input type="checkbox"/> Sedan	<input type="checkbox"/> Full size	<input type="checkbox"/> Intermediate	<input type="checkbox"/> Compact <input type="checkbox"/> Police Pkg <input type="checkbox"/> Special Equip.
<input type="checkbox"/> SUV	<input type="checkbox"/> Full size	<input type="checkbox"/> Intermediate	<input type="checkbox"/> Compact <input type="checkbox"/> 4x4 <input type="checkbox"/> 4x2 <input type="checkbox"/> Special Equip.
<small>Additional justification required for all SUV requests - please attach separate justification narrative</small>			
<input type="checkbox"/> Pass. Van	<input type="checkbox"/> 7 passenger	<input type="checkbox"/> 12 passenger	<input type="checkbox"/> Special Equipment
<input checked="" type="checkbox"/> Cargo Van	<input type="checkbox"/> mini van	<input type="checkbox"/> 3/4-ton	<input checked="" type="checkbox"/> 1-ton <input checked="" type="checkbox"/> Special Equipment
<input type="checkbox"/> Pickup	<input type="checkbox"/> Compact	<input type="checkbox"/> 4x4	<input type="checkbox"/> Standard Cab <input type="checkbox"/> Short Box <input type="checkbox"/> Special Equip.
	<input type="checkbox"/> 1/2-ton	<input type="checkbox"/> 4x2	<input type="checkbox"/> Extended Cab <input type="checkbox"/> Long Box
	<input type="checkbox"/> 3/4-ton		<input type="checkbox"/> Crew Cab
	<input type="checkbox"/> 1-ton		
Original Purchase Price: <i>\$25,486</i>	Current Estimated Fuel Efficiency (miles per gallon):		

Section 3 - Requested Vehicle

What will be the primary use of this vehicle?

- Transportation of people Number of people:
- Emergency response
- Transportation of equipment, materials, or supplies (explain below)
- Transportation of both people and equipment, materials, or supplies (explain below)
- Other

Please explain the selection from the previous question

Is this vehicle authorized for take-home use? Yes (explain below) No

Vehicle will be assigned to: Specific Individual Work Group or Crew Motor Pool or Shared Use

How often will this vehicle be used: Multiple 8 hour shifts per day Daily Weekly Monthly Pool Car

Primary parking location of the requested vehicle: *37W699 Rt 38 St Charles Multi-Use Facility*

Type of Vehicle Requested	
<input type="checkbox"/> Sedan	<input type="checkbox"/> Full size <input type="checkbox"/> Intermediate <input type="checkbox"/> Compact <input type="checkbox"/> Police Package <input type="checkbox"/> Special Equipment
<input type="checkbox"/> SUV	<input type="checkbox"/> Full size <input type="checkbox"/> Intermediate <input type="checkbox"/> Compact <input type="checkbox"/> 4x4 <input type="checkbox"/> 4x2 <input type="checkbox"/> Special Equipment <small>Additional justification required for all SUV requests - please attach separate justification narrative</small>
<input type="checkbox"/> Pass. Van	<input type="checkbox"/> 7 passenger <input type="checkbox"/> 12 passenger <input type="checkbox"/> Special Equipment
<input type="checkbox"/> Cargo Van	<input type="checkbox"/> mini van <input type="checkbox"/> ¾-ton <input type="checkbox"/> 1-ton <input type="checkbox"/> Special Equipment
<input checked="" type="checkbox"/> Pickup	<input type="checkbox"/> Compact <input checked="" type="checkbox"/> 4x4 <input type="checkbox"/> Standard Cab <input type="checkbox"/> Short Box <input type="checkbox"/> Special Equipment <input checked="" type="checkbox"/> ½-ton <input type="checkbox"/> 4x2 <input type="checkbox"/> Extended Cab <input type="checkbox"/> Long Box <input type="checkbox"/> ¾-ton <input checked="" type="checkbox"/> Crew Cab <input type="checkbox"/> 1-ton
Fuel Type (Choose One): <input checked="" type="checkbox"/> Gasoline <input type="checkbox"/> Gasoline/Electric Hybrid <input type="checkbox"/> Diesel <input type="checkbox"/> Flex-Fuel (E-85) <i>v-6</i>	
Projected average monthly mileage: <i>100-200</i>	
Fuel efficiency of replacement vehicle (miles per gallon - city and highway): <i>18 city / 24 highway</i>	
Is the vehicle(s) to be purchased from the Illinois state public bid list? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, why not?	
When not in use, can this vehicle be used by other County employees outside department / office? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (explain below) <i>Vehicle is used for field response with by members of OEM and to support Search + Rescue</i>	
Provide detailed description and justification for any special or miscellaneous equipment (e.g., <u>trailer hitch</u> , <u>spot light</u> , tool box, lift gate, partitions, etc.) requested. <i>Tow Package</i>	
Section 4 - Signatures	
Requesting Department Director's / Elected Officer's Signature:	Date:
Fleet Manager's Signature: <i>Bill Edwards</i>	Date: <i>1/4/24</i>
Request <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	
Reason for denial:	

2001 Chevy 3500

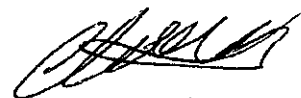
m78192

REPLACEMENT GUIDELINES CALCULATION SHEET

Light Vehicle Replacement Guidelines

Factor	Points
Age 22	One point for each year of chronological age, based on in-service date.
Miles/Hours 1	One point for each 10,000 miles of use.
Type of Service 2	1, 3, or 5 points are assigned based on the type of service that vehicle receives. For instance, a police patrol car would be given a 5 because it is in severe duty service. In contrast, an administrative sedan would be given a 1.
Reliability 2	Points are assigned as 1, 3, or 5 depending on the frequency that a vehicle is in the shop for repair. A five would be assigned to a vehicle that is in the shop two or more times per month on average, while a 1 be assigned to a vehicle in the shop an average of once every three months or less.
Maintenance and Repair Costs 2	1 to 5 points are assigned based on total life maintenance and repair costs (not including repair of accident damage). A 5 is assigned to a vehicle with life M&R costs equal or greater to the 50% of vehicle's original purchase price or 100% of the trade-in value of the vehicle, while a 1 is given to a vehicle with life M&R costs equal to 20-percent or less of 50% its original purchase cost or 50% of the vehicle's trade-in value. (attach copies of repair estimates or written summary of required repairs and source(s) of estimates)
Condition 2	This category takes into consideration body condition, rust, interior condition, accident history, anticipated repairs, etc. A scale of 1 to 5 points is used with 5 being poor condition. (attach photograph)
Point Ranges	
Under 18 points	Condition I Excellent
18 to 22 points	Condition II Good
23 to 27 points	Condition III Qualifies for replacement
28 points and above	Condition IV Needs immediate consideration

31 points


12/29/23

Replacement Guidelines Calculation Sheet

Dept:OEM
Vehicle:2001
Chevy 3500

Factor	Points	Explanation
Age	22	2001 model year
Miles	16	19,394 miles
Type of service	2	basic transportation/emergency response
Reliability	2	it has been a dependable vehicle.
M&R Costs	2	Normal repairs for use and age.
Condition	2	Condition would be considered above average for age and use
Total points	31	

Date evaluated: 29-Dec

Kane County Vehicle Request Form

124

Section 1 – Department Information

Department: <i>Office of Emergency Mgmt</i>	Division: <i>Fire Response / Search & Rescue</i>	Date: <i>8/2/2023</i>
Address: <i>719 S. Batavia Ave, Bldg. C</i>	City: <i>Geneva</i>	Zip Code: <i>60134</i>
Department Contact Person: <i>Randy Enclian</i>	Title: <i>Planner</i>	
Telephone: <i>630-208-2051</i>	email: <i>enclianrandy@co.kane.il.us</i>	

Section 2 – Current Vehicle Information

This request is to: Replace an existing vehicle OR Add a new vehicle to the fleet

Does the replacement vehicle meet the County's replacement guidelines (age, mileage, reliability, maintenance and repair costs and conditions as calculated on the Replacement Guideline Calculation, attached)? Yes No

Vehicle being replaced:	Year: <i>2012</i>	Make: <i>CHEVROLET</i>	Model: <i>TRHOE</i>
Vehicle Type:	V.I.N. # <i>1GNSK2E0LR270901</i>	Current Mileage: <i>163,000 plus</i>	
<input type="checkbox"/> Sedan	<input type="checkbox"/> Full size	<input type="checkbox"/> Intermediate	<input type="checkbox"/> Compact
<input checked="" type="checkbox"/> SUV	<input checked="" type="checkbox"/> Full size	<input type="checkbox"/> Intermediate	<input type="checkbox"/> Compact
<input type="checkbox"/> Pass. Van	<input type="checkbox"/> 7 passenger	<input type="checkbox"/> 12 passenger	<input type="checkbox"/> Special Equipment
<input type="checkbox"/> Cargo Van	<input type="checkbox"/> mini van	<input type="checkbox"/> 3/4-ton	<input type="checkbox"/> 1-ton
<input type="checkbox"/> Pickup	<input type="checkbox"/> Compact	<input type="checkbox"/> 4x4	<input type="checkbox"/> Standard Cab
	<input type="checkbox"/> 1/2-ton	<input type="checkbox"/> 4x2	<input type="checkbox"/> Extended Cab
	<input type="checkbox"/> 3/4-ton		<input type="checkbox"/> Crew Cab
	<input type="checkbox"/> 1-ton		<input type="checkbox"/> Short Box
			<input type="checkbox"/> Long Box
Original Purchase Price:	Current Estimated Fuel Efficiency (miles per gallon): <i>17 combined</i>		

Section 3 – Requested Vehicle

What will be the primary use of this vehicle?

Transportation of people Number of people:

Emergency response

Transportation of equipment, materials, or supplies (explain below)

Transportation of both people and equipment, materials, or supplies (explain below)

Other

Please explain the selection from the previous question *Current vehicle is used for fire response and support of search & rescue. Delivering of scene lighting, traffic control and personnel.*

Is this vehicle authorized for take-home use? Yes (explain below) No

Vehicle will be assigned to: Specific Individual Work Group or Crew Motor Pool or Shared Use

How often will this vehicle be used: Multiple 8 hour shifts per day Daily Weekly Monthly Pool Car

Primary parking location of the requested vehicle: *37W699 Rt. 38 St. Charles (MAP)*

Type of Vehicle Requested

Sedan Full size Intermediate Compact Police Package Special Equipment

SUV Full size Intermediate Compact 4x4 4x2 Special Equipment
Additional justification required for all SUV requests - please attach separate justification narrative

Pass. Van 7 passenger 12 passenger Special Equipment

Cargo Van mini van 3/4-ton 1-ton Special Equipment

Pickup Compact 1/2-ton 4x4 4x2 Standard Cab Short Box Special Equipment
 3/4-ton Extended Cab Long Box
 1-ton Crew Cab
police package

Fuel Type (Choose One): Gasoline Gasoline/Electric Hybrid Diesel Flex-Fuel (E-85)

Projected average monthly mileage: *500 - 1,000*

Fuel efficiency of replacement vehicle (miles per gallon - city and highway): *20 city 24 highway*

Is the vehicle(s) to be purchased from the Illinois state public bid list? Yes No
 If no, why not?

When not in use, can this vehicle be used by other County employees outside department / office? Yes No (explain below)

The vehicle could be used by Sheriff's office if needed to aid in a temporary basis.

Provide detailed description and justification for any special or miscellaneous equipment (e.g., trailer hitch, spot light, tool box, lift gate, partitions, etc.) requested.
see attached

Section 4 - Signatures

Requesting Department Director's / Elected Officer's Signature: *[Signature]* Date:

Fleet Manager's Signature: *Bill Edwards*

Request Approved Denied *meets replacement requirements* Date: *8/4/23*

Reason for denial:

Replacement Guidelines Calculation Sheet

Dept: OEM
 Vehicle: 2012
 Chevy Tahoe

Factor	Points	Explanation
Age	2	2012 model year
Miles	16	164,039 miles
Type of Service	2	Basic transportation/emergency/response
Reliability	2	it has been a dependable vehicle.
M&R Costs	2	Normal repairs for use and age
Condition	2	Condition would be considered above average for age and use
Total Points	35	

Date evaluated: 4-Aug

REPLACEMENT GUIDELINES CALCULATION SHEET

Light Vehicle Replacement Guidelines

Factor	Points
Age	One point for each year of chronological age, based on in-service date.
Miles/Hours	One point for each 10,000 miles of use.
Type of Service	1, 3, or 5 points are assigned based on the type of service that vehicle receives. For instance, a police patrol car would be given a 5 because it is in severe duty service. In contrast, an administrative sedan would be given a 1.
Reliability	Points are assigned as 1, 3, or 5 depending on the frequency that a vehicle is in the shop for repair. A five would be assigned to a vehicle that is in the shop two or more times per month on average, while a 1 be assigned to a vehicle in the shop an average of once every three months or less.
Maintenance and Repair Costs	1 to 5 points are assigned based on total life maintenance and repair costs (not including repair of accident damage). A 5 is assigned to a vehicle with life M&R costs equal or greater to the 50% of vehicle's original purchase price or 100% of the trade-in value of the vehicle, while a 1 is given to a vehicle with life M&R costs equal to 20-percent or less of 50% its original purchase cost or 50% of the vehicle's trade-in value. (attach copies of repair estimates or written summary of required repairs and source(s) of estimates)
Condition	This category takes into consideration body condition, rust, interior condition, accident history, anticipated repairs, etc. A scale of 1 to 5 points is used with 5 being poor condition. (attach photograph)
Point Ranges	
Under 18 points	Condition I Excellent
18 to 22 points	Condition II Good
23 to 27 points	Condition III Qualifies for replacement
28 points and above	Condition IV Needs immediate consideration

Passed by the Kane County Board on June 11, 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 JOB TITLE AND PAY GRADE CHANGES FOR THE
INFORMATION TECHNOLOGIES DEPARTMENT**

Committee Flow: Administration, Human Services, Finance, Executive
Committee, County Board
Contact: Roger Fahnestock 630-232-3571

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: NA
If not budgeted, explain funding source:	

Summary:

Authorizing job title and pay grade changes pursuant to Resolution 23-541 and the Compensation and Position Management Policy of Kane County regarding guidelines for reclassification requests.

The Information Technologies Department has identified two budgeted positions within the IT Department that require job title and pay grade changes to accurately reflect the work performed in two positions. The IT Department has requested the position analysis, title and grade change through the Executive Director of Human Services and is now directing this request to the County Board pursuant to the policy.

The requested changes to the budgeted positions are as follows

Position # 906012081 Desktop Support Analyst I Grade 435 to Systems Administrator I Grade 437
Position # 906012077 Network & PC Support Analyst to Junior Web Developer I Grade 436

The title and pay grade changes do not change the Information Technologies Department's fiscal year 2024 budget, and we are not requesting additional funds for the existing positions.

COUNTY OF KANE

**INFORMATION TECHNOLOGY
DEPARTMENT**



719 Batavia Avenue
Geneva, Illinois 60134
Phone: (630) 232-3570
Fax: (630) 232-3579
www.KaneCountyIL.gov

JOB DESCRIPTION

Job Title: Systems Administrator I

Department: INFORMATION TECHNOLOGY

FLSA Status: Full Time- Exempt

Grade: 437

Union: No

Essential: No

General Summary: The Level I Systems Administrator's role is to ensure proper server and storage operation so that end users can accomplish business tasks. This includes receiving, prioritizing, documenting and actively resolving end user help requests and escalating incidents when considered appropriate and necessary. Problem resolution may involve the use of diagnostic and help request tracking tools.

ESSENTIAL FUNCTIONS, DUTIES AND RESPONSIBILITIES:

1. Provide technical support for countywide client-server systems, personal computer, and printer systems
2. Assist with system wide upgrades for Directory Services
3. Manage and maintain Directory Services – DHCP, DNS, Active Directory
4. Manage user and group security rights
5. Manage and maintain backup solutions for both physical and virtual servers
6. Manage and maintain SAN storage environment for Virtual server and CIFS user access
7. Manage and maintain VMware ESX environment
8. Assist with system wide upgrades with product owners and end-user departments
9. Manage and maintain Antivirus software on servers
10. Manage and maintain SCCM and SCEP
11. Manage and maintain WSUS for windows updates on windows servers.
12. Evaluate and implement security audit and recommendations
13. Assist with system wide upgrades for the VMware ESX environment
14. Provide support to maintain exchange server and manage all email accounts
15. Responsible to maintain and support all virtual, physical and print servers and associated software
16. Participate in and coordinate the development of the department's client-server, personal computer, and printer systems support initiatives and strategies
17. Review and evaluate computer software and hardware making purchasing recommendations, as appropriate
18. Assist with the purchase of computer hardware and software for countywide departments
19. Provides advice and assistance to the department in the planning, implementation, and evaluation of modifications to existing policies, standards, and procedures

20. Represents the department at various community, business, and government meetings
21. Performs miscellaneous job-related duties as assigned

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

1. Ability to conduct research into a wide range of computing issues as required.
2. Ability to absorb and retain information quickly.
3. Ability to present ideas in user-friendly language.
4. Highly self-motivated and directed.
5. Keen attention to detail.
6. Proven analytical and problem-solving abilities.
7. Ability to effectively prioritize and execute tasks in a high-pressure environment.
8. Exceptional customer service orientation.
9. Experience working in a team-oriented, collaborative environment.

TRAINING, EDUCATION AND WORK EXPERIENCE:

1. Completion of a bachelor's degree in Computer Science, Information Technology or related field (preferred)
2. Four years' work experience in the Information Technology industry (preferred)
3. One year experience as Systems Administrator (preferred)
4. Experience organizing, prioritizing, and scheduling work assignments
5. In-depth knowledge of industry standard software, hardware, data networks, and client-server systems
6. Demonstrated ability to work in a group or in an interdepartmental setting
7. Strong interpersonal and communication skills
8. Strong documentation skills

PHYSICAL DEMANDS OF THE ESSENTIAL FUNCTIONS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Primarily office work including prolonged periods of sitting, talking, listening, manual dexterity, working on a computer = 85%

Lifting up to 50 pounds at a time, reaching, bending, walking, driving a motor vehicle = 15%

Ability to navigate stairs to evaluate spaces for safety as needed.

EQUIPMENT USED TO PERFORM ESSENTIAL FUNCTIONS:

Computer, printer, scanner, phone, fax, copier, county vehicle, radio, and supplies related to duties.

WORKING CONDITIONS WHILE PERFORMING ESSENTIAL FUNCTIONS:

- Work performed in the field are subject to conditions including inclement weather to dangerous conditions such as snow/ice, cold, heat, noise, wetness/humidity, uneven ground, vibration, sudden temperature changes, and poor illumination at the job site or due to travel on the job. Travel to and from field locations may subject worker to increased risk of driving hazards. Field locations may subject worker to communicable diseases, raw sewage, immobilizing mud, vectors (i.e. mosquitoes and ticks), fleas and chiggers, pathogens, snakes, poison ivy, toxins, hazardous materials, chemicals, and animals. May occasionally need to relate to members of the public who exhibit challenging, atypical or hostile behaviors and/or communication.
- 40-hour on site work week

- On call availability
- Ability to legally operate a motor vehicle.
- Ability to pass a criminal background check.
- Ability to work in all Kane County building environments.
- Ability to obtain LEADS and CJIS certification.

REPORTING RELATIONSHIPS:

Reports to: Computer Services Director

Directs Work of: N/A

Please sign below to acknowledge that this job description has been discussed with the employee and that he/she has received a copy.

Employee:

Signature: _____ Date: _____

Supervisor:

Signature: _____ Date: _____

COUNTY OF KANE

INFORMATION TECHNOLOGY
DEPARTMENT



719 Batavia Avenue
Geneva, Illinois 60134
Phone: (630) 232-3570
Fax: (630) 232-3579
www.KaneCountyIL.gov

JOB DESCRIPTION

Job Title: Desktop Support Analyst I
Department: INFORMATION TECHNOLOGY
FLSA Status: Full Time Exempt
Grade: 435
Union: No
Essential: No

General Summary: The Level I Desktop Support Analyst's role is to ensure proper computer operation so that end users can accomplish business tasks. This includes receiving, prioritizing, documenting and actively resolving end user help requests and escalating incidents when considered appropriate and necessary. Problem resolution may involve the use of diagnostic and help request tracking tools, as well as require that the individual give in-person, hands-on help at the desktop level.

ESSENTIAL FUNCTIONS, DUTIES AND RESPONSIBILITIES:

1. Provide hardware support including installation, configuration, replacements, upgrades, and repair support for countywide hardware (i.e. desktop computers, laptops, peripherals, cell phones, and printer systems)
2. Provide software support including installation, configuration, upgrades, and diagnostic support for industry standard applications, operating systems, end-users applications, utilities and all other county software
3. Diagnose, troubleshoot and resolve problems with individual or multiple computer systems, including contacting vendors when necessary to resolve issues
4. Document all pertinent end user information, including name, department, contact information, nature of problem or issue, equipment or software involved, and detailed resolution in the help desk system
5. Maintain a first class level of customer service ensuring that all end users are treated respectfully, efficiently and in an appropriate manner while keeping them informed of the progress of the ticket
6. Participates in and coordinates the development of the department's desktop support initiatives and strategies
7. Provide technical support for data and voice network and attached peripherals
8. Train and orient staff on the basic use of hardware and software
9. Assist with the development and implementation of policies and procedures consistent with those of the organization to ensure efficient and safe operation of the department
10. Review and evaluate our desktop computer software and hardware making recommendations, as appropriate
11. Ability to properly route tickets and support issues to the correct resolution path

12. Properly escalate tickets and issues to Level II Desktop Support Analyst
13. Provides advice and assistance to the department in the planning, implementation, and evaluation of modifications to existing policies, standards, and procedures
14. Represents the department at various community, business, and government meetings
15. Performs miscellaneous job-related duties as assigned

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

1. Six months work experience in the Information Technology industry
2. Basic experience organizing, prioritizing, and scheduling work assignments
3. Working knowledge of industry standard software, hardware, data networks, and client-server systems
4. Demonstrated ability to work in a group, work independently and work in an interdepartmental setting
5. Strong interpersonal and communication skills

TRAINING, EDUCATION AND WORK EXPERIENCE:

1. Preferred Associate's or Bachelor's degree in Computer Science or Information Technology field but not required
2. Preferred training or certifications but not required

PHYSICAL DEMANDS OF THE ESSENTIAL FUNCTIONS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Primarily office work including prolonged periods of sitting, talking, listening, manual dexterity, working on a computer = 50%

Lifting up to 50 pounds at a time, reaching, bending, walking, driving a motor vehicle = 50%

Ability to navigate stairs to evaluate spaces for safety as needed.

EQUIPMENT USED TO PERFORM ESSENTIAL FUNCTIONS:

Computer, printer, scanner, phone, fax, copier, county vehicle, radio, and supplies related to duties.

WORKING CONDITIONS WHILE PERFORMING ESSENTIAL FUNCTIONS:

- Work performed in the field are subject to conditions including inclement weather to dangerous conditions such as snow/ice, cold, heat, noise, wetness/humidity, uneven ground, vibration, sudden temperature changes, and poor illumination at the job site or due to travel on the job. Travel to and from field locations may subject worker to increased risk of driving hazards. Field locations may subject worker to communicable diseases, raw sewage, immobilizing mud, vectors (i.e. mosquitoes and ticks), fleas and chiggers, pathogens, snakes, poison ivy, toxins, hazardous materials, chemicals, and animals. May occasionally need to relate to members of the public who exhibit challenging, atypical or hostile behaviors and/or communication.
- 40-hour on site work week
- On call availability
- Ability to legally operate a motor vehicle.
- Ability to pass a criminal background check.
- Ability to work in all Kane County building environments.
- Ability to obtain LEADS and CJIS certification.

REPORTING RELATIONSHIPS:

Reports to: Computer Services Manager

Directs Work of: N/A

Please sign below to acknowledge that this job description has been discussed with the employee and that he/she has received a copy.

Employee:

Signature: _____

Date: _____

Supervisor:

Signature: _____

Date: _____

COUNTY OF KANE

**INFORMATION TECHNOLOGY
DEPARTMENT**



719 Batavia Avenue
Geneva, Illinois 60134
Phone: (630) 232-3570
Fax: (630) 232-3579
www.KaneCountyIL.gov

JOB DESCRIPTION

Job Title: Junior Web Developer

Department: INFORMATION TECHNOLOGY

FLSA Status: Full Time Exempt

Grade: 436

Union: No

Essential: No

General Summary: The Junior Web Developer's role is to build the operations end of the organization's Web/SharePoint sites and Laserfiche forms and keep them running smoothly. This includes building, testing and implementing new Web pages, forms and sites; integrating sites and forms with back end applications; migrating legacy applications to the Web; and performing day-to-day administration of the organization's Web portfolio. Use of a variety of Web development languages is required.

ESSENTIAL FUNCTIONS, DUTIES AND RESPONSIBILITIES:

1. Develop and communicate Web site usage and security policies and standards to all users.
2. Develop and communicate Laserfiche form usage and security policies and standards to all users.
3. Utilize policies and procedures for publishing Web pages, Laserfiche Forms and applications in conjunction with content creators.
4. Assisting with build outs of Web development projects, including intranets, extranets, Laserfiche and SharePoint.
5. Develop, code, install, test, debug, and document Web applications using appropriate editors and DevOp tools.
6. Creating reports, BI dashboards, data extraction and integrations.
7. Update Web pages and forms to ensure site accuracy and currency.
8. Work on projects that are moderately complex and may involve interfaces across diverse hardware platforms with multiple programming languages, development tools or data access tools.
9. Testing security of all Web sites and related applications.
10. Converting video, audio, written, and graphic components into compatible formats for the web.
11. Perform periodic Web site audits.
12. Run and monitor software performance tests on new and existing programs for the purpose of correcting defects, performance tuning and general debugging.
13. Perform preventative maintenance.
14. Monitor and report on Web site traffic and performance.
15. Performs miscellaneous job related duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

1. Working knowledge of Web technologies, protocols, and tools including Visual Studio, bootstrap, SSRS, SharePoint and Laserfiche.
2. Understanding of Internet programming languages, including C#, JavaScript, SQL and .NET Core.
3. Experience with computer graphic and multimedia design.
4. Understand structuring, developing, and implementing interactive corporate Web sites.
5. Ability to multitask, prioritize and organization skills.
6. Knowledge of database development, including SQL Server, SSRS, SSIS.
7. Experience in gathering and analyzing business requirements.
8. Good understanding of the organization's goals and objectives.

TRAINING, EDUCATION AND WORK EXPERIENCE:

1. Current perusing or accomplished College diploma or university degree in the field of computer science and/or two years equivalent work experience.
2. Certifications for .NET, SharePoint and Laserfiche
3. Knowledge of applicable data privacy practices and laws

PHYSICAL DEMANDS OF THE ESSENTIAL FUNCTIONS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Primarily office work including prolonged periods of sitting, talking, listening, manual dexterity, working on a computer = 85%

Lifting up to 30 pounds at a time, reaching, bending, walking, driving a motor vehicle = 15%

Ability to navigate stairs to evaluate spaces for safety as needed.

EQUIPMENT USED TO PERFORM ESSENTIAL FUNCTIONS:

Computer, printer, scanner, phone, fax, copier, county vehicle, radio, and supplies related to duties.

WORKING CONDITIONS WHILE PERFORMING ESSENTIAL FUNCTIONS:

- Work performed in the field are subject to conditions including inclement weather to dangerous conditions such as snow/ice, cold, heat, noise, wetness/humidity, uneven ground, vibration, sudden temperature changes, and poor illumination at the job site or due to travel on the job. Travel to and from field locations may subject worker to increased risk of driving hazards. Field locations may subject worker to communicable diseases, raw sewage, immobilizing mud, vectors (i.e. mosquitoes and ticks), fleas and chiggers, pathogens, snakes, poison ivy, toxins, hazardous materials, chemicals, and animals. May occasionally need to relate to members of the public who exhibit challenging, atypical or hostile behaviors and/or communication.
- 40-hour on site work week
- On call availability
- Ability to legally operate a motor vehicle.
- Ability to pass a criminal background check.
- Ability to work in all Kane County building environments.
- Ability to obtain LEADS and CJIS certification.

REPORTING RELATIONSHIPS:

Reports to: Applications Director

Directs Work of: N/A

Please sign below to acknowledge that this job description has been discussed with the employee and that he/she has received a copy.

Employee:

Signature: _____

Date: _____

Supervisor:

Signature: _____

Date: _____

COUNTY OF KANE

**INFORMATION TECHNOLOGY
DEPARTMENT**



719 Batavia Avenue
Geneva, Illinois 60134
Phone: (630) 232-3570
Fax: (630) 232-3579
www.KaneCountyIL.gov

JOB DESCRIPTION

Job Title: Network & PC Support Analyst I
Department: INFORMATION TECHNOLOGY
FLSA Status: Full Time Exempt
Grade:
Union: No
Essential: No

General Summary: Ensure proper computer operation so that end users can accomplish business tasks. This includes receiving, prioritizing, documenting, and actively resolving end user help requests and escalating incidents when considered appropriate and necessary. Administrates data network and telecommunications support while assisting the Network Analyst and Director.

ESSENTIAL FUNCTIONS, DUTIES AND RESPONSIBILITIES:

1. Administrates the data and telecommunications support activities of the Information Technologies Department and its various components
2. Provide hardware support including installation, configuration, replacements, upgrades, and repair support for countywide hardware (i.e. desktop computers, laptops, peripherals, cell phones, and printer systems)
3. Provide software support including installation, configuration, upgrades, and diagnostic support for industry standard applications, operating systems, end-users applications, utilities and all other county software
4. Diagnose, troubleshoot and resolve problems with individual or multiple computer systems, including contacting vendors when necessary to resolve issues
5. Document all pertinent end user information, including name, department, contact information, nature of problem or issue, equipment or software involved, and detailed resolution in the help desk system
6. Maintain a first class level of customer service ensuring that all end users are treated respectfully, efficiently and in an appropriate manner while keeping them informed of the progress of the ticket
7. Participates in and coordinates the development of the department's desktop support and network service initiatives and strategies
8. Provide technical support for data and voice network and attached peripherals
9. Train and orient staff on the basic use of hardware and software
10. Ability to properly route tickets and support issues to the correct resolution path
11. Properly escalate tickets and issues
12. Represents the department at various community, business, and government meetings
13. Administrates endpoint security hardware and software from Anti-virus to spam mitigation
14. Performs miscellaneous job-related duties as assigned

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

1. Preferred Associate's or Bachelor's degree in Computer Science or Information Technology field but not required
2. Preferred training or certifications but not required
3. Good communication, interpersonal and customer service skills
4. Excellent telephone manner
5. Keen attention to detail
6. Ability to effectively prioritize and execute tasks

TRAINING, EDUCATION AND WORK EXPERIENCE:

1. Three years' work experience in the Information Technology industry preferred
2. Basic experience organizing, prioritizing, and scheduling work assignments
3. Working knowledge of industry standard software, hardware, data networks, and client-server systems
4. Demonstrated ability to work in a group, work independently and work in an interdepartmental setting
5. Strong interpersonal and communication skills

PHYSICAL DEMANDS OF THE ESSENTIAL FUNCTIONS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Primarily office work including prolonged periods of sitting, talking, listening, manual dexterity, working on a computer = 60%

Lifting up to 50 pounds at a time, reaching, bending, walking, driving a motor vehicle = 40%

Ability to navigate stairs to evaluate spaces for safety as needed.

EQUIPMENT USED TO PERFORM ESSENTIAL FUNCTIONS:

Computer, printer, scanner, phone, fax, copier, county vehicle, radio, and supplies related to duties.

WORKING CONDITIONS WHILE PERFORMING ESSENTIAL FUNCTIONS:

- Work performed in the field are subject to conditions including inclement weather to dangerous conditions such as snow/ice, cold, heat, noise, wetness/humidity, uneven ground, vibration, sudden temperature changes, and poor illumination at the job site or due to travel on the job. Travel to and from field locations may subject worker to increased risk of driving hazards. Field locations may subject worker to communicable diseases, raw sewage, immobilizing mud, vectors (i.e. mosquitoes and ticks), fleas and chiggers, pathogens, snakes, poison ivy, toxins, hazardous materials, chemicals, and animals. May occasionally need to relate to members of the public who exhibit challenging, atypical or hostile behaviors and/or communication.
- 40-hour on site work week
- On call availability
- Ability to legally operate a motor vehicle.
- Ability to pass a criminal background check.
- Ability to work in all Kane County building environments.
- Ability to obtain LEADS and CJIS certification.

REPORTING RELATIONSHIPS:

Reports to: Network Services Director & Computer Services Manager

Directs Work of: N/A

Please sign below to acknowledge that this job description has been discussed with the employee and that he/she has received a copy.

Employee:

Signature: _____

Date: _____

Supervisor:

Signature: _____

Date: _____

Line Item: 001.080.080.40000, Various

Line Item Description: Information Technologies Personnel Services- Salaries & Wages, 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 June 11, 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 PAY ADJUSTMENT FOR EQUITY WITHIN A PAY GRADE FOR A PROMOTION IN THE BUILDING MANAGEMENT DEPARTMENT

Committee Flow: Administration, Human Services, Finance, Executive Committee, County Board

Contact: Roger Fahnestock 630-232-3571

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: NA
If not budgeted, explain funding source:	

Summary:

Authorizing a pay rate increase for equity within a pay grade for a promotion pursuant to Resolution 23-541 and the Compensation and Position Management Policy of Kane County regarding promotions.

The Building Management Department has identified a salary inequity related to a promotion that requires an increase in compensation greater than the 5% or 1st quartile allowed by policy and the Human Services Department.

The salary change for a promotion is limited to an increase in pay of up to 5% when an employee is promoted one grade or limited to the 1st quartile of the new salary grade when a promotion is due to licensure or certification. The employee was promoted from a Maintenance Technician II to a Maintenance Technician III based on qualifications and acquired certifications.

The former Maintenance Technician II (908018013) grade 265 with an hourly wage of \$27.24 has been promoted to a Maintenance Technician III (908018010) grade 266 with an hourly wage of \$28.59. Promotions prior to Resolution 23-541 for Maintenance Technician III positions with the same grade have been hired at an hourly wage of \$31.19.

The pay adjustment the Building Management Department requests is to establish the promoted employee's hourly wage at \$31.19 to be equitable to those promoted to Maintenance Technician III positions prior to Resolution 23-541.

The requested changes to the budgeted positions are as follows

Position 908018010 Maintenance Technician III Grade 266 Hourly Rate of \$31.19.

The hourly rate pay adjustment does not change the Building Management Department's fiscal year 2024 budget, and we are not requesting additional funds for the existing position.

COUNTY OF KANE

**BUILDING MANAGEMENT
DEPARTMENT**



719 Batavia Avenue
Geneva, Illinois 60134
Phone: (630) 232-3560
Fax: (630) 232-3421
www.countyofkane.org

JOB DESCRIPTION

Job Title: Maintenance Technician III
Department: Building Management
FLSA Status: Full Time – Non-Exempt
Grade: 266
Union: No
Essential: Yes

GENERAL SUMMARY:

Under general supervision, is responsible for the maintenance of Kane County Buildings and Grounds, as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Ensures that Kane facilities are maintained in a fiscally responsible manner, while complying with all regulations established by local, state, federal codes and laws. Responsible for providing day-to-day maintenance of buildings, grounds, and other duties as assigned, with strong emphasis on electrical, HVAC mechanical, plumbing, general maintenance, snow removal services and custodial functions.

- Provide day-to-day general repairs and cleaning to the Buildings and grounds, as assigned.
- Perform repair work including, but not limited to, HVAC equipment, piping, plumbing, pumps, motors, boilers, light carpentry, painting, drywall and plaster repairs.
- Unclog toilets
- Complete daily, weekly, and monthly preventive maintenance procedures and other duties as assigned by the Supervisor.
- Must follow safety procedures while doing assignments.
- Is on call after hours and on weekends for emergencies.
- Other duties as assigned

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

Proven knowledge in facility management operations to assist in the day-to-day functions of the Building Management Operations Department. Proven mechanical skills in facility maintenance operations and construction projects. Must be proficient in Word, Excel, CMMS (Computerized Maintenance Management Systems) must possess good typing skills and oral and written communication skills. In addition, strong interpersonal skills including tact, patience, and courtesy.

- Possess a valid driver's license and be able to pass a criminal background check.
- Be a good team player.
- Have ability to operate power tools, hand tools, vacuum cleaners, floor machines, lawn mowers, snow blowers, snowplows, mops, scrub brush, and other equipment as directed.
- Have knowledge and experience in the methods, practices, tools and materials used in maintenance and repair work.
- Have knowledge of occupational hazards and necessary safety precautions to be followed.
- Have ability to concentrate and pay close attention to detail.
- Must be able to follow directions.

- Operate a computer which controls and monitors mechanical equipment systems and work order system.
- Replace and repair electrical and plumbing as needed.
- Work as needed with the janitorial staff by cleaning buildings
- Be able to solve problems with limited directions.
- Possess a valid driver's license and be able to pass a criminal background check.
- Establish and maintain cooperative and effective working relationships with others and have strong interpersonal skills to be able to communicate effectively, both orally and in writing.
- Knowledge of policies and practices governing public sector and facility operations.
- Proficient in Microsoft Office programs such as Word, Excel, etc.

EDUCATION:

Required:

- High School Diploma
- Completion of vocational school in one of the following HVAC, electrical, plumbing or carpentry. Experience in lieu of education would be considered.
- City of Chicago Stationary Engineer License (preferred).

CERTIFICATIONS:

Universal EPA card to handle refrigerant.

EXPERIENCE:

A Maintenance Technician III would have 5 year's building maintenance experience or demonstrated knowledge.

EXPECTATIONS:

A Maintenance Technician III will have the knowledge and willingness to complete all work assigned with minimum supervision.

REPORTING RELATIONSHIPS:

Reports to: Director of Building Maintenance

Directs work of: N/A

APPROVAL

Name (Dept. Head / Elected Off.)	Title	Date

Employee _____ Date _____



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Issuance of a Request for Proposals for External Compensation Analysis and Review of Position Grading

Committee Flow:

Human Services Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Jamie Lobrillo, 630.208.3836

Budget Information:

Was this item budgeted? No	Appropriation Amount: \$150,000
If not budgeted, explain funding source: N/A	

Summary:

This resolution allows a request for proposals for the purpose of external compensation for non-union employees and to review current position grading not-to-exceed One Hundred Fifty Thousand Dollars (\$150,000).

**STATEMENT OF WORK
For
COMPENSATION ANALYSIS**

OVERVIEW

The County of Kane is seeking to procure competitive offers from qualified and experienced vendors specializing in human resources to perform a compensation analysis for the purpose of determining relative worth of positions within the organization for external competitiveness of overall compensation package. The goal is to review recently established pay ranges and compensation policy for progress within the ranges against external market trends for competitiveness.

Kane County currently has over 1300 employees. 185 individual job descriptions will be included in the analysis for comprehensive evaluation. In addition to external compensation, the evaluation will include review of hierarchical order and classification of positions in the recently established evaluation system.

A. SCOPE OF WORK

This scope of work is intended to be a general guide for the procurement of cost of service study the County expects to be performed.

Kane County's objectives are to:

1. Attract and retain qualified employees;
2. Ensure positions performing work with essentially the same level of complexity, responsibility, autonomy, and knowledge, skills, and abilities are classified together and compensated similarly across County departments;
3. Provide salaries commensurate with assigned duties;
4. Clearly outline promotional opportunities and provide recognizable compensation growth opportunities;
5. Provide justifiable pay differential between individual classes; and
6. Maintain a competitive position with other comparable government entities and private employers within the same geographic areas.

All work will be done with regular involvement of the Human Resources and Finance Departments, and other assigned key Department Heads and personnel, as necessary. Regular presentations and meetings with key individuals as well as the Human Services Committee of the Kane County Board, incorporating their input into the process, are expected.

B. Instructions

The consultant/vendor shall:

1. Review and identify comparable peer organizations make needed adjustments, if any, for size and/or geographical considerations.
2. Conduct planning meetings with staff and stakeholders and/or conduct employee, department, or management surveys as needed to review job titles and recommend adjustments to the grading and titles of existing positions or for combining comparable jobs.
3. Review current grade and compensation policy and make recommendations regarding revisions to grade or structure of our system that support a competitive, efficient, and results-oriented organization.
4. Conduct a market survey with identified peer organizations to recommend pay scales represent external equity in total compensation package.
5. Communicate to, and attend meetings with key staff including, but not limited to presentation of a written draft after initial finding before developing a final report.
6. Prepare a written plan and deliver a final presentation to the Executive Director of Human Resources and the Human Services Committee or other designated committee of the Kane County Board.

C. OFFER FORMAT

Required Sections

- Cover letter
- Table of contents
- Statement of Work
- References
- Cost
- Concluding remarks

Cover Letter

This section should contain company information. The name of the Vendor, the address of the proposing office(s), and the contact individuals authorized to answer technical questions together with their telephone numbers 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 Technical Offer contents and attachments.

Statement of Work-Technical Offer

This section must be filled out completely addressing the compensation analysis including but not limited to the following:

- Proposed Technical Offer for Compensation Analysis
- Timeline for project completion
- Alternate solutions recommended
- Qualifications

- Experience
- Proposed estimate completion of project

References

- Indicate the firm's background in providing these services to other organizations, including governmental organizations. List contracts for similar services and current projects (preferably counties, municipalities, and state agencies).
- Provide the firm's professional credentials, the number of years the company has been in business under its present company/trade name, and any other information that uniquely qualifies the firm for this project. Provide resume or summary professional experience of project manager or staff that will be working on the analysis.
- Provide a list of client references. Include client name, contact persons, and phone numbers.

Cost

All proposals shall include complete detail of all costs, charges, and fees necessary for the cost of service study as specified. This should include the estimated cost of any software that is needed on a temporary or ongoing basis.

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.

D. EVALUATION

Emphasis on completeness and comprehensive technical offer, and the summation results of the study which present the conceptual information regarding this cost of service study.

The County reserves the right to seek clarification of Technical Offers. Vendors shall designate a contact person and telephone number for questions that may arise during the offer evaluation period.

After technical offers have been received and reviewed, the County selection committee anticipates that at least three vendors with acceptable offer will be evaluated base on requires criteria/tasks requested but not limited on this proposal. The selection committee will then make a recommendation to the full County Board, whose decision will be final.

E. CRITERIA FOR SELECTION

The primary factor in determining the successful proposer will be the proposer's ability to provide the services described in this Request for Proposals by the specified deadline, as determined by response to this Request for Proposals (technical approach), experience and qualifications of staff, company statistics and references, including similar successful experiences in size, scope and nature, with similar Illinois counties or municipalities. However, the County will consider price, particularly in the event of significant price

differences between proposers with similar qualifications. The County will also review any other relevant factors or alternate proposals not mentioned above which should be considered in connection with the consideration of your firm.

All proposals submitted in response to this RFP will be evaluated based on the following criteria:

Experience & Qualifications of Staff	25%
Proposed Services in Response to Statement of Work and Timeline	40%
References	10%
Cost	25%

F. TENTATIVE TIME SCHEDULE

- Issue of RFP:
- Deadline to submit written questions:
- Due date for proposals:
- Initial evaluation meeting of stakeholders:
- Interviews with selected vendors:
- Final Selection

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	Human Resources
Date	5/10/24
Fund	001.120.120
Category (Personnel Services, Contractual Services, Commodities, or Capital)	Contractual Services
Increase or Decrease	Increase
Amount	\$150,000

Requested Emergency Appropriation and/or Budget Transfer Description and Rationale (please also attach draft resolution) *External Equity Study - Board requested*

Submitted by
 Signature of Elected Official or Department Executive Director

_____ Date _____

Category	Account	Approved Budget	Debit	Credit
Personnel Services				
Contractual Services	<i>55600</i>	<i>\$ 23,000</i>		<i>\$150,000</i>
Commodities				
Capital				

Reviewed by

Emergency Appropriation has been reviewed by Finance Department

Executive Director _____ Date _____

The Executive Director of Finance and the Executive Director of Human Resources are authorized to adopt, promulgate, and enforce rules and regulations to administer and enforce this section.

Passed by the Kane County Board on June 11, 2024.

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

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

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Creating Illinois Residency Requirement For County Employees

Committee Flow:

Human Services Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Jamie Loblillo, 630.208.3836

Budget Information:

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

Summary:

This ordinance establishes residency requirements for Kane County employees in the duration of their employment. Employees who reside and perform work outside of the State of Illinois significantly increases the cost of providing employment services including payroll and benefits for Kane County employees.



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving County Board Travel/Meal/Lodging Reimbursement Requests

Committee Flow: Finance and Budget Committee, Executive Committee, County Board

Contact: Jane Tallitsch, 630.232.5931

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$655.10
If not budgeted, explain funding source:	

Summary:

Per Resolution 17-30, that amended the Kane County Financial Policy in accordance with the Local Government Travel Expense Control Act, 50 ILCS 150/1 et seq., all reimbursements for travel, meals, and lodging of County Board Members & County Board Chairman must be approved by a roll call vote at County Board.

Kane County Personal Expense Voucher

First Name and Last Name: Corinne Pierog

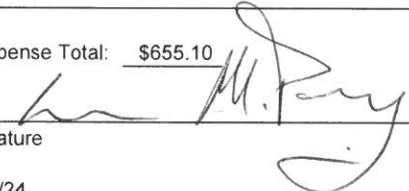
Address: 719 S. Batavia Avenue

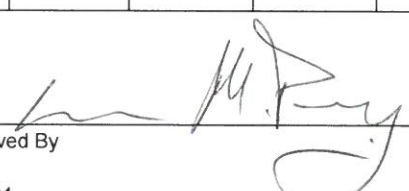
City: Geneva State: IL Zip Code: 60134

ANY EXPENSES GREATER THAN 60 DAYS WILL NOT BE APPROVED.

Date (MM/DD/YYYY)	Description/Purpose	No of Miles	Mileage Reimb	Transprt	Lodging	Meals	Other
04/09/2024	ISACo 2024 Legislative Conference	209	\$140.03		\$163.25		\$4.70
04/10/2024	ISACo 2024 Legislative Conference		\$0.00		\$163.25	\$21.13	
04/11/2024	ISACo 2024 Legislative Conference	212	\$142.04			\$16.00	\$4.70
Total:		421	\$282.07		\$326.50	\$37.13	\$9.40

Expense Total: \$655.10


 Signature
 4/22/24
 Current Date


 Approved By
 4/22/24
 Current Date

I CERTIFY THAT THE ABOVE EXPENSES ARE CORRECT, AND WERE INCURRED FOR COUNTY BUSINESS. I FURTHER CERTIFY THAT, IF ANY ABOVE EXPENSES INVOLVED THE USE OF A MOTOR VEHICLE, I HAVE A VALID DRIVERS LICENSE FOR SAID USE AND HAVE INSURANCE IN THE AMOUNT REQUIRED BY KCC SECTION 2-72 AS AMENDED AND KC PERSONNEL POLICY HANDBOOK AS AMENDED.

Department	
CHECKLIST	
Receipts and/or Agenda Attached?	Yes No <input type="checkbox"/> <input type="checkbox"/>
Employee Home Address Included?	Yes No <input type="checkbox"/> <input type="checkbox"/>
Employee Date and Sign?	Yes No <input type="checkbox"/> <input type="checkbox"/>
Supervisor provide signature approval and date?	Yes No <input type="checkbox"/> <input type="checkbox"/>
Account Number Correct?	Yes No <input type="checkbox"/> <input type="checkbox"/>
Are Expenditures Greater than 60 Days?	Yes No <input type="checkbox"/> <input type="checkbox"/>
Employees Address same?	Yes No <input type="checkbox"/> <input type="checkbox"/>

Fund/Dept./Sub-Dept.			
001.010.010.53106			
SUMMARY OF EXPENSES			
	Project Code	Amount/Item	
Conference/Meeting	53100		
Training Expense	53110		
Mileage Expense	53 106		\$282.07
Office Supplies	60000		
<u>Toils</u>	<u>53106</u>		\$9.40
Lodging	53106		\$326.50
Meals	53106		\$37.13
Expense Total			\$655.10



WYNDHAM®
Hotels and Resorts

Wyndham Springfield City Centre
700 E Adams Street
Springfield, IL 62701
Tel: (217)789-1530 Fax: (217)789-0709

INFORMATION INVOICE

Folio / Invoice # : 237279 /
Reference # : 80285EE057000
Room No. : 2711
Page No. : 1 of 1
Membership No. :
Conf. No. : 2302987
Cashier No. : 86
A/R Number :

Arrival : 04-09-24
Departure : 04-11-24
Company Name :
Corinne Pierog

Date	Description	Reference	Charges	Credits
04-09-24	Room Charge		143.20	
04-09-24	Room Tax State 6 %		8.59	
04-09-24	Room Tax City 8 %		11.46	
04-10-24	Room Charge		143.20	
04-10-24	Room Tax State 6 %		8.59	
04-10-24	Room Tax City 8 %		11.46	
04-11-24	American Express	XXXXXXXXXXXX1003 XX/XX		326.50
Total			326.50	326.50
Balance				0.00

Please contact the Hotel Manager about any issues with your stay. Wyndham Hotels and Resorts or affiliates may contact you about goods and services unless you call 888-946-4283 or write to Wyndham Worldwide Hotels, Inc. 22 Sylvan Way, Parsippany, NJ 07054 to opt out. View our Wyndham Hotels and Resorts website about privacy.

e. Pierog








- A** 719 S Batavia Ave, Geneva, IL 60134
- B** 701 E Adams St, Springfield, IL 62701

3 hr 12 min , 209 miles
 Light traffic (11 min delay)
 Via I-39 S, I-55 S
 · Toll on route



A 719 S Batavia Ave, Geneva, IL 60134

	1. Depart and head northeast on Kane County Rd	197 ft
	2. Turn left to stay on Kane County Rd	285 ft
	3. Turn left onto IL-31 / S Batavia Ave	1.2 mi
	4. Turn right onto W Fabyan Pkwy	1.4 mi
	5. Road name changes to Fabyan Pkwy / County Hwy-8	1.6 mi
	6. Continue on Fabyan Pkwy	2.1 mi
	7. At the roundabout, take the 1st exit for Main St / County Hwy-10	2.3 mi
	8. Turn left onto Green Rd	1.4 mi
	9. Turn left onto IL-47 / State Route 47	0.8 mi
	10. Take the ramp on the right for I-88 West and head toward Moline / Rock Island <ul style="list-style-type: none"> • Toll road 	30.7 mi, 25 min
	11. At Exit 78A , head right on the ramp for I-39 South / US-51 South toward Bloomington-Normal <ul style="list-style-type: none"> • Toll road 	104.9 mi, 1 hr 28 min
	12. Take the ramp on the right for I-55 South and head toward Saint Louis / Springfield	57.5 mi, 48 min

	13. At Exit 100B , head on the ramp right and follow signs for Sangamon Avenue	0.7 mi
	14. Continue on IL-29 / E Sangamon Ave	1.7 mi
	15. Turn left onto I-55 S Bus / N Peoria Rd Thorntons on the corner	2.1 mi
	16. Turn right onto IL-97 / E Jefferson St	0.2 mi
	17. Turn left onto N 7th St	404 ft
	18. Turn left onto E Washington St	141 ft
	19. Arrive at E Washington St The last intersection before your destination is N 7th St If you reach Convention Center Plaza, you've gone too far	

B 701 E Adams St, Springfield, IL 62701

Entry Point



I-88 WB: Illinois 31 (Plaza 6) ▾

Exit Point

I-88 WB: I-39, U.S. 51, Rock ▾

Vehicle Class

Auto / Motorcycle (2 Axles) ▾

Time

All Times ▾



GET ROUTE

CLEAR

PLAZA NAME	TOLL
Illinois 31	\$1.10
DeKalb Toll Plaza	\$3.60
TOTAL	\$4.70



President Abraham Lincoln Springfield
 a DoubleTree by Hilton Hotels
 the Globe Tavern & Restaurant
 701 E Adams St
 Springfield, IL 62701
 4/10/2024 20:37

Check: 12973433 Table: G0
 Server: Jarrod L. Guests: 1

To Go	
1 Fish and Chips	19.25
=====	
Subtotal	19.25
Tax	1.88
Total	21.13

Payments

MasterCard 21.13
 XXXXXXXXXXXX6216
 Mastercard Debit
 CVM: Signature *Jarrod*
 Entry Mode: Contactless
 Auth Mode: Issuer
 TC: 50D1CE5F694A36DC
 TVR: 0000008001
 IAD: 0110A040012200000000000000000000
 00FF
 ARC: 00
 Total Payments 21.13
 Remaining Balance 0.00
 Check Fully Authorized

STARBUCKS Store #8121
 3200 E. Clear Lake
 Springfield, IL (217) 525-7759

CHK 736356
 04/11/2024 11:42 AM
 XXX1001 Drawer: 1 Reg: 2

Cafe To Go

Order
 Salami Bistro Box 6.45
 Butter Croissant 3.65
 Vt Icd Latte 5.75
 2 pumps Sf Vanilla Syrp 0.80
 Nonfat

Subtotal	16.65
Discounts	0.00
Tax 9.75%	1.62
Gratuity	2.00
Total	20.27
Change Due	0.00

Payments

Mastercard 20.27 *Jarrod*
 XXXXXXXXXXXX6216
 Card Entry: CHIP
 Trans Type: SALE
 App Label: Mastercard Debit
 Auth: 014222
 AID: A0000000041010
 TVR: 0000008000
 TSI: E800



A 701 E Adams St, Springfield, IL 62701

B 719 S Batavia Ave, Geneva, IL 60134

3 hr 19 min , 212 miles

Light traffic




















Via I-55 N, I-39 N

· Toll on route



A 701 E Adams St, Springfield, IL 62701

↑	1. Head east on E Washington St toward Convention Center Plaza <ul style="list-style-type: none"> • Private Road • Gated road 	0.3 mi
↶	2. Turn left onto N 12th St	0.2 mi
↑	3. Keep straight to get onto E Clear Lake Ave	1.9 mi
↑	4. Road name changes to E Clear Lake Ave E	0.3 mi
	5. Road name changes to I-72 E	299 ft
	6. Take the ramp on the right for I-55 North and head toward Chicago	56.1 mi, 45 min
↘	7. At Exit 154 , head right on the ramp for E 850 North Rd / County Hwy-34 toward Shirley	1.1 mi
↶	8. Make a U-turn to stay on E 850 North Rd / County Hwy-34 <ul style="list-style-type: none"> • U-Turns may not be allowed 	0.7 mi
	9. Take the ramp on the right for I-55 N	2.3 mi
	10. Take the ramp on the left for US-51 North and head toward Rockford	7.7 mi
↑	11. At Exit 164 , head right on the ramp for I-39 / US-51 North toward Rockford	53.1 mi, 43 min
↘	12. At Exit 52 , head right on the ramp for IL-251 toward LaSalle / Peru	0.2 mi

	13. Turn left onto IL-251 / State Route 251	0.6 mi
	14. Turn right onto N 24th Rd	131 ft
	15. Keep straight to get onto N 2409th Rd	0.1 mi
	16. Make a U-turn to stay on N 2409th Rd • <i>U-Turns may not be allowed</i>	0.1 mi
	17. Keep straight to get onto N 24th Rd	131 ft
	18. Turn left onto IL-251 / State Route 251	0.6 mi
	19. Turn left onto I-39 N / US-51 N toward Rockford / I-39 North / US-51 North	0.4 mi
	20. Merge onto I-39 N / US-51 N	44.3 mi, 36 min
	21. At Exit 97A , head right on the ramp for I-88 East toward Chicago • <i>Toll road</i>	30.4 mi, 24 min
	22. At Exit 109 , head on the ramp right and follow signs for IL-47 • <i>Toll road</i>	0.4 mi
	23. Turn left onto IL-47 / State Route 47	1.0 mi
	24. Turn right onto Green Rd	1.4 mi
	25. Turn right onto Main Street Rd / County Hwy-10	2.3 mi
	26. At the roundabout, take the 3rd exit for Fabyan Pkwy	2.1 mi
	27. Continue on Fabyan Pkwy / County Hwy-8	1.6 mi
	28. Continue on W Fabyan Pkwy	1.4 mi
	29. Turn left onto IL-31 / S Batavia Ave	1.2 mi
	30. Turn right onto Kane County Rd	190 ft
	31. Turn right to stay on Kane County Rd	489 ft

32. Arrive at **Kane County Rd**
The last intersection before your destination is IL-31 / S 1st St

B 719 S Batavia Ave, Geneva, IL 60134

Step
1

Entry Point ?

I-88 EB: Illinois 251, Roche ▾

Exit Point

I-88 EB: Illinois 31 (Plaza 6: ▾

Vehicle Class

Auto / Motorcycle (2 Axles) ▾

Time

All Times ▾

Step
2

GET ROUTE

CLEAR

PLAZA NAME	TOLL
Illinois 31	\$1.10
DeKalb Toll Plaza	\$3.60
TOTAL	\$4.70

SCHEDULE OF EVENTS

2024 Legislative Conference



COUNTIES TOGETHER



April 10 (Wednesday)

- **8:45 – 9:50 am** **Buffet Breakfast** *(Presidential Library/Atrium & Lincoln Reception Room)*
- **10:00 - Noon** **Legislative Briefing** *(Presidential Library/2nd Floor Multi-Purpose Room)*
- **Noon – 12:50 pm** **Buffet Lunch** *(Presidential Library/Atrium & Lincoln Reception Room)*
- **1:00 – 2:00 pm** **UCCI Membership Meeting** *(Presidential Library/2nd Floor Multi-Purpose Room)*
- **2:00 – 3:00 pm** **UCCI Executive Committee Meeting** *(Presidential Library)*
- **6:30 – 8:00 pm** **Legislative Reception/Members of the Illinois General Assembly**
(Presidential Museum/Rotunda)

April 10, 2024



UNITED COUNTIES
COUNCIL OF ILLINOIS

LEGISLATIVE RECEPTION



County Board Members

Invitations have been sent to all
Members of the Illinois General Assembly
to attend

April 10, 2024 - Wednesday

6:30 – 8:00 P.M.

Abraham Lincoln Presidential Museum

212 North 6th Street

Springfield

Take time today to personally visit or contact your
State Senator and State Representative
and invite them to be your guest at tonight's reception
(Copy of invitation is included in Legislative *Briefing Packet* to personally deliver as a reminder)

Ryan McCreery, UCCI Executive Director
Joe McCoy, ISACo Executive Director



Illinois General Assembly

ALL MEMBERS ARE INVITED

**United Counties Council of Illinois
Illinois State Association of Counties**

LEGISLATIVE RECEPTION

April 10 - Wednesday

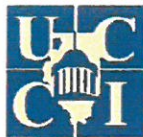
~~~~~

**Reception 6:30 - 8:00 P.M.  
Abraham Lincoln Presidential Museum  
212 North 6th Street - Springfield**

Local County Officials  
of

**United Counties Council of Illinois  
Illinois State Association of Counties**

Request Your Attendance



**Ryan McCreery, Executive Director**



**Joe McCoy, Executive Director**

**Tallitsch, Jane**

---

**From:** Tiffani Homer <thomer@isacoil.org>  
**Sent:** Friday, April 12, 2024 11:38 AM  
**Subject:** EX: Illinois County Lobby Day ISACo Press Release Template  
**Attachments:** County Lobby Day Press Release-ISACo

Dear County Official,

Thank you to those who attended our 2024 County Lobby Day event. We very much enjoyed hosting you and hope that your time in Springfield was beneficial and enjoyable.

As an added service, please find attached a model press release about your attendance that you may customize with additional content and send to your local media outlets if you so desire.

Thanks,  
Tiffani Homer

**Tiffani Homer | Member Services and Communications Manager**  
ILLINOIS STATE ASSOCIATION OF COUNTIES  
427 E. Monroe | Springfield, Illinois 62701  
217.679.3368





## RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

### Resolution No.

Approving County Board Travel/Meal/Lodging Reimbursement Requests

**Committee Flow:** Finance and Budget Committee, Executive Committee, County Board

**Contact:** Jane Tallitsch, 630.232.5931

### Budget Information:

|                                          |                                  |
|------------------------------------------|----------------------------------|
| Was this item budgeted? Yes              | Appropriation Amount: : \$185.24 |
| If not budgeted, explain funding source: |                                  |

### Summary:

Per Resolution 17-30, that amended the Kane County Financial Policy in accordance with the Local Government Travel Expense Control Act, 50 ILCS 150/1 et seq., all reimbursements for travel, meals, and lodging of County Board Members & County Board Chairman must be approved by a roll call vote at County Board.

# Kane County Personal Expense Voucher

First Name and Last Name: Corinne Pierog

Address: 719 S. Batavia Avenue

City: Geneva

State: IL

Zip Code: 60134

**ANY EXPENSES GREATER THAN 60 DAYS WILL NOT BE APPROVED.**

| Date<br>(MM/DD/YYYY) | Description/Purpose      | No of<br>Miles | Mileage<br>Reimb | Tolls  | Parking | Meals | Registration |
|----------------------|--------------------------|----------------|------------------|--------|---------|-------|--------------|
| 04/26/2024           | High Speed Rail Alliance | 92             | \$61.64          | \$5.60 | \$53.00 |       | \$65.00      |
| Total:               |                          | 92             | \$61.64          | \$5.60 | \$53.00 |       | \$65.00      |

Expense Total: \$185.24

Signature

Approved By

4/30/24

4/30/24

Current Date

Current Date

I CERTIFY THAT THE ABOVE EXPENSES ARE CORRECT, AND WERE INCURRED FOR COUNTY BUSINESS. I FURTHER CERTIFY THAT, IF ANY ABOVE EXPENSES INVOLVED THE USE OF A MOTOR VEHICLE, I HAVE A VALID DRIVERS LICENSE FOR SAID USE AND HAVE INSURANCE IN THE AMOUNT REQUIRED BY KCC SECTION 2-72 AS AMENDED AND KC PERSONNEL POLICY HANDBOOK AS AMENDED.

| Department                                      |                                                                     |
|-------------------------------------------------|---------------------------------------------------------------------|
| <br>                                            |                                                                     |
| CHECKLIST                                       |                                                                     |
| Receipts and/or Agenda Attached?                | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Employee Home Address Included?                 | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Employee Date and Sign?                         | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Supervisor provide signature approval and date? | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Account Number Correct?                         | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Are Expenditures Greater than 60 Days?          | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Employees Address same?                         | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

| Fund/Dept./Sub-Dept.     |              |             |                 |
|--------------------------|--------------|-------------|-----------------|
| <u>001.010.010.53106</u> |              |             |                 |
| SUMMARY OF EXPENSES      |              |             |                 |
|                          | Project Code | Amount/Item |                 |
| Conference/Meeting       | 53100        |             |                 |
| Training Expense         | 53110        |             |                 |
| Mileage Expense          | <u>53106</u> |             | \$61.64         |
| <u>Tolls</u>             | <u>53106</u> |             | \$5.60          |
| <u>Parking</u>           | <u>53106</u> |             | \$53.00         |
| <u>Registration</u>      | 53106        |             | \$65.00         |
| Expense Total            |              |             | <u>\$185.24</u> |





# High Speed Rail Alliance

Thanks for joining us, Corinne!

## 2024 Spring Luncheon

### Your Tickets

| Level             | Quantity | Price Each |
|-------------------|----------|------------|
| General Admission | 1        | \$65.00    |
|                   | Subtotal | \$65.00    |

### Additional Contribution

\$0.00

### When

Friday, April 26, 2024

12:00 PM to 2:00 PM

### Add to Calendar

[Apple Calendar](#) - [Google](#) - [Outlook](#) - [Outlook.com](#) - [Yahoo](#)

### Where

Maggiano's Little Italy

516 N Clark St

Chicago, IL 60654

### Your Receipt

Corinne Pierog

145997867

04/19/2024 12:20 PM Eastern Daylight Time

Total: \$65.00

See you on April 26th in Chicago!

Sincerely,

Rick Harnish

Executive Director

High Speed Rail Alliance



### 2024 Luncheon with Metra's CEO

- 11:30 Doors open, check-in begins
- 12:00 Lunch is served, please be seated
- 12:15 Opening Remarks
- 12:20 Keynote Speaker  
Metra's CEO/Executive Director Jim Derwinski
- 1:00 High Speed Rail Alliance Update  
Rick Harnish, Executive Director
- 1:30 Doors Close

### Event Sponsors



04/26/24 11:41AM 0159259



L.P: DE32363

Grand Plaza

STICKER HERE

*CPromo 1*

Managed by Laz Parking  
Thank You for Parking  
With Us



04/26/24 11:41AM 0159259

*CPromo 1*

Grand Plaza

DATE: 04/26/24  
TIME: 04:35 PM

Account No. 9/986/85

\* Original \*

Ticket: 159259

Entry: 04/26/24 11:41 AM

LPR : DE32363

Amount **53.00**

Credit: 53.00

Trans ID : 767464526

Card No. : xxxxxxxxxxxx1003

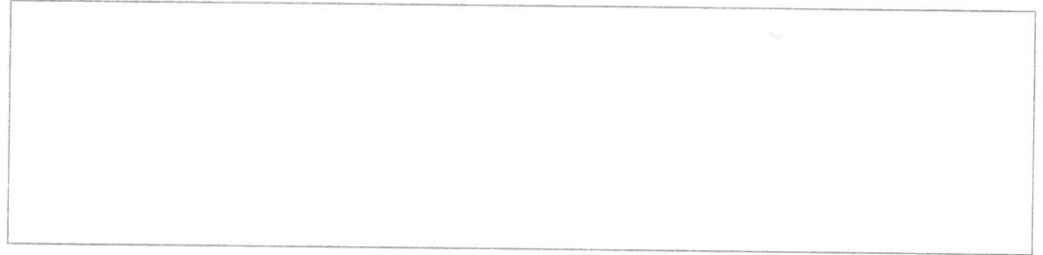
Card Type: AMEX

Please Drive Safely



**A** 719 S Batavia Ave, Geneva, IL 60134  
**B** Maggiano's Little Italy, 516 N Clark St, Chicago, IL 60654

59 min , 46.3 miles  
 Light traffic (8 min delay)  
 Via I-88 E, I-290 E  
 · Toll on route



**A** 719 S Batavia Ave, Geneva, IL 60134

|  |                                                                                                                               |                 |
|--|-------------------------------------------------------------------------------------------------------------------------------|-----------------|
|  | 1. Depart and head <b>northeast</b> on <b>Kane County Rd</b>                                                                  | 197 ft          |
|  | 2. Turn <b>left</b> to stay on <b>Kane County Rd</b>                                                                          | 285 ft          |
|  | 3. Turn <b>left</b> onto <b>IL-31 / S Batavia Ave</b><br>Pass Shell on the left in 2.1 mi                                     | 6.2 mi          |
|  | 4. Take the ramp on the <b>right</b> for <b>I-88 / IL-56 West</b> and head toward <b>Chicago / Dekalb-Iowa</b><br>• Toll road | 0.2 mi          |
|  | 5. Keep <b>right</b> , heading toward <b>Chicago / East</b><br>• Toll road                                                    | 24.0 mi, 20 min |
|  | 6. Continue on <b>I-290 E</b><br>▲ Moderate congestion                                                                        | 13.0 mi, 17 min |
|  | 7. Take the ramp on the <b>right</b> for <b>I-90 / I-94 West</b> and head toward <b>Wisconsin</b>                             | 1.7 mi          |
|  | 8. At Exit <b>50B</b> , head on the ramp <b>right</b> and follow signs for <b>EAST Ohio St</b>                                | 0.8 mi          |
|  | 9. Keep <b>straight</b> to get onto <b>W Ohio St</b>                                                                          | 0.3 mi          |
|  | 10. Turn <b>right</b> onto <b>N Clark St</b><br>McDonald's on the corner                                                      | 354 ft          |

Arrive at **N Clark St** on the right

11. The last intersection before your destination is W Grand Ave  
If you reach W Illinois St, you've gone too far

**B** Maggiano's Little Italy





- A** Maggiano's Little Italy, 516 N Clark St, Chicago, IL 60654
- B** 719 S Batavia Ave, Geneva, IL 60134

**56 min , 45.7 miles**  
 Light traffic (5 min delay)  
 Via I-290 W, I-88 W  
 · Toll on route



**A** Maggiano's Little Italy

|   |                                                                                                                        |                 |
|---|------------------------------------------------------------------------------------------------------------------------|-----------------|
| ↑ | 1. Head <b>south</b> on <b>N Clark St</b> toward W Illinois St                                                         | 92 ft           |
| ➔ | 2. Turn <b>right</b> , then immediately turn <b>right</b> onto <b>N La Salle Dr</b><br>Potbelly on the corner          | 0.2 mi          |
| ↶ | 3. Turn <b>left</b> onto <b>W Ontario St</b>                                                                           | 0.2 mi          |
| ↶ | 4. Take the ramp on the <b>left</b> for <b>I-94 E / I-90 E</b>                                                         | 2.0 mi          |
| ➔ | 5. At Exit <b>51F-G</b> , head on the ramp <b>right</b> and follow signs for <b>Jackson Blvd</b>                       | 0.3 mi          |
|   | 6. Keep <b>right</b> , heading toward <b>West Suburbs</b>                                                              | 13.5 mi, 15 min |
|   | 7. Keep <b>left</b> to get onto <b>I-88 W</b><br>• Toll road                                                           | 21.3 mi, 18 min |
| ↑ | 8. At Exit <b>119B</b> , head on the ramp <b>right</b> and follow signs for <b>NORTH Farnsworth Ave</b><br>• Toll road | 1.2 mi          |
| ↑ | 9. Continue on <b>Kirk Rd</b>                                                                                          | 2.8 mi          |
| ↑ | 10. Road name changes to <b>N Kirk Rd</b>                                                                              | 1.0 mi          |
| ↶ | 11. Turn <b>left</b> onto <b>E Fabyan Pkwy</b>                                                                         | 1.4 mi          |
| ↑ | 12. Keep <b>straight</b> to get onto <b>Fabyan Pkwy</b>                                                                | 0.4 mi          |
| ➔ | 13. Turn <b>right</b> onto <b>IL-31 / S Batavia Ave</b>                                                                | 1.2 mi          |

|                                                                                   |                                                                                                          |        |
|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|--------|
|   | 14. Turn <b>right</b> onto <b>Kane County Rd</b>                                                         | 190 ft |
|  | 15. Turn <b>right</b> to stay on <b>Kane County Rd</b>                                                   | 489 ft |
|                                                                                   | 16. Arrive at <b>Kane County Rd</b><br>The last intersection before your destination is IL-31 / S 1st St |        |

**B** 719 S Batavia Ave, Geneva, IL 60134



## Trip Calculator

Right-Click on map or use the drop down fields below to select your route.

Step 1

### Entry Point ?

I-88 EB: Illinois 31 ▾

### Exit Point

I-88 EB Exit: I-290 ▾

### Vehicle Class

Auto / Motorcycle (2 Axles) ▾

### Time

All Times ▾

Step 2

**GET ROUTE**

**CLEAR**

| PLAZA NAME             | TOLL          |
|------------------------|---------------|
| Aurora Toll Plaza      | \$1.50        |
| Meyers Road Toll Plaza | \$1.50        |
| <b>TOTAL</b>           | <b>\$3.00</b> |





## Trip Calculator

Right-Click on map or use the drop down fields below to select your route.

Step  
**1**

### Entry Point



I-88 WB Entry: I-290

### Exit Point

I-88 WB: Farnsworth Avenue

### Vehicle Class

Auto / Motorcycle (2 Axles)

### Time

All Times

Step  
**2**

**GET ROUTE**

**CLEAR**

| PLAZA NAME              | TOLL          |
|-------------------------|---------------|
| York Road<br>Toll Plaza | \$1.50        |
| Farnsworth<br>Avenue    | \$1.10        |
| <b>TOTAL</b>            | <b>\$2.60</b> |





## RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

### **Resolution No.**

Approving County Board Personal Expense  
Reimbursement Request

**Committee Flow:** Finance and Budget Committee,  
Executive Committee, County Board.

**Contact:** Michelle Gumz

### **Budget Information:**

|                                          |                                  |
|------------------------------------------|----------------------------------|
| Was this item budgeted? Yes              | Appropriation Amount: \$2,935.37 |
| If not budgeted, explain funding source: |                                  |

### **Summary:**

Per Resolution 17-30, that amended the Kane County Finance Policy in accordance with the Local Government Travel Expense Control Act, 50 ILCS 150/1 et seq., all reimbursements for travel, meals and lodging of County Board Members and County Board Chairman must be approved by a roll call vote at County Board.

# Kane County Personal Expense Voucher

24-7411

First Name and Last Name: Michelle Gumz

Address: 788 Morningside Ave

City: Aurora State: IL Zip Code: 60505

ANY EXPENSES GREATER THAN 60 DAYS WILL NOT BE APPROVED.

Inv# 051024

| Date<br>(MM/DD/YYYY) | Description/Purpose                 | No of<br>Miles | Mileage<br>Reimb | Transprt | Lodging | Meals  | Other  |
|----------------------|-------------------------------------|----------------|------------------|----------|---------|--------|--------|
| 02/09/2024           | NACo Legislative Conference DC      | 46.3           | 31.02            | 103.11   | 260.21  | 24.20  | 81.53  |
| 02/10/2024           | NACo Legislative Conference DC      |                | \$0.00           |          | 292.39  |        | 72.62  |
| 02/11/2024           | NACo Legislative Conference DC      |                | \$0.00           |          | 356.80  | 131.30 | 21.93  |
| 02/12/2024           | NACo Legislative Conference DC      |                | \$0.00           |          | 342.03  |        | 45.94  |
| 02/13/2024           | NACo Legislative Conference DC      |                | \$0.00           |          | 356.80  |        | 51.75  |
| 02/14/2024           | NACo Legislative Conference DC      | 47.2           | 31.62            | 79.85    |         |        | 70.06  |
| 02/09/2024           | NACo Legislative Conferenc DC Tolls |                |                  |          |         |        | 7.20   |
| Total:               |                                     | 93.5           | 62.64            | 182.97   | 1608.23 | 155.50 | 351.03 |

|                                                 |                                                                     |
|-------------------------------------------------|---------------------------------------------------------------------|
| Department                                      |                                                                     |
| <u>County Board</u>                             |                                                                     |
| <b>CHECKLIST</b>                                |                                                                     |
| Receipts and/or Agenda Attached?                | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Employee Home Address Included?                 | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Employee Date and Sign?                         | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Supervisor provide signature approval and date? | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Account Number Correct?                         | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Are Expenditures Greater than 60 Days?          | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Employees Address same?                         | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

|                            |              |             |                |
|----------------------------|--------------|-------------|----------------|
| Fund/Dept./Sub-Dept.       |              |             |                |
| <u>001.010.010.53105</u>   |              |             |                |
| <b>SUMMARY OF EXPENSES</b> |              |             |                |
|                            | Project Code | Amount/Item |                |
| Conference/Meeting         | 53105        |             | 575.00         |
| Meals                      | 53105        |             | 155.50         |
| Mileage Expense            | 53120        |             | 62.64          |
| Transport/Airfare          | 53105        |             | 182.97         |
| Lodging                    | 53105        |             | 1608.23        |
| Taxi/Tolls                 | 53105        |             | 351.03         |
| <b>Expense Total</b>       |              |             | <b>2935.37</b> |

| Date<br>(MM/DD/YYYY) | Description/Purpose | No of<br>Miles | Mileage<br>Reimb | Transprt | Lodging | Meals | Other |
|----------------------|---------------------|----------------|------------------|----------|---------|-------|-------|
| Total:               |                     |                | 50.00            |          |         |       |       |

Expense Total: 2935.37

*Michelle Guany*  
Signature

*Michelle Guany*  
Approved By

5/10/24  
Current Date

5/10/24  
Current Date

I CERTIFY THAT THE ABOVE EXPENSES ARE CORRECT, AND WERE INCURRED FOR COUNTY BUSINESS. I FURTHER CERTIFY THAT, IF ANY ABOVE EXPENSES INVOLVED THE USE OF A MOTOR VEHICLE, I HAVE A VALID DRIVERS LICENSE FOR SAID USE AND HAVE INSURANCE IN THE AMOUNT REQUIRED BY KCC SECTION 2-72 AS AMENDED AND KC PERSONNEL POLICY HANDBOOK AS AMENDED.

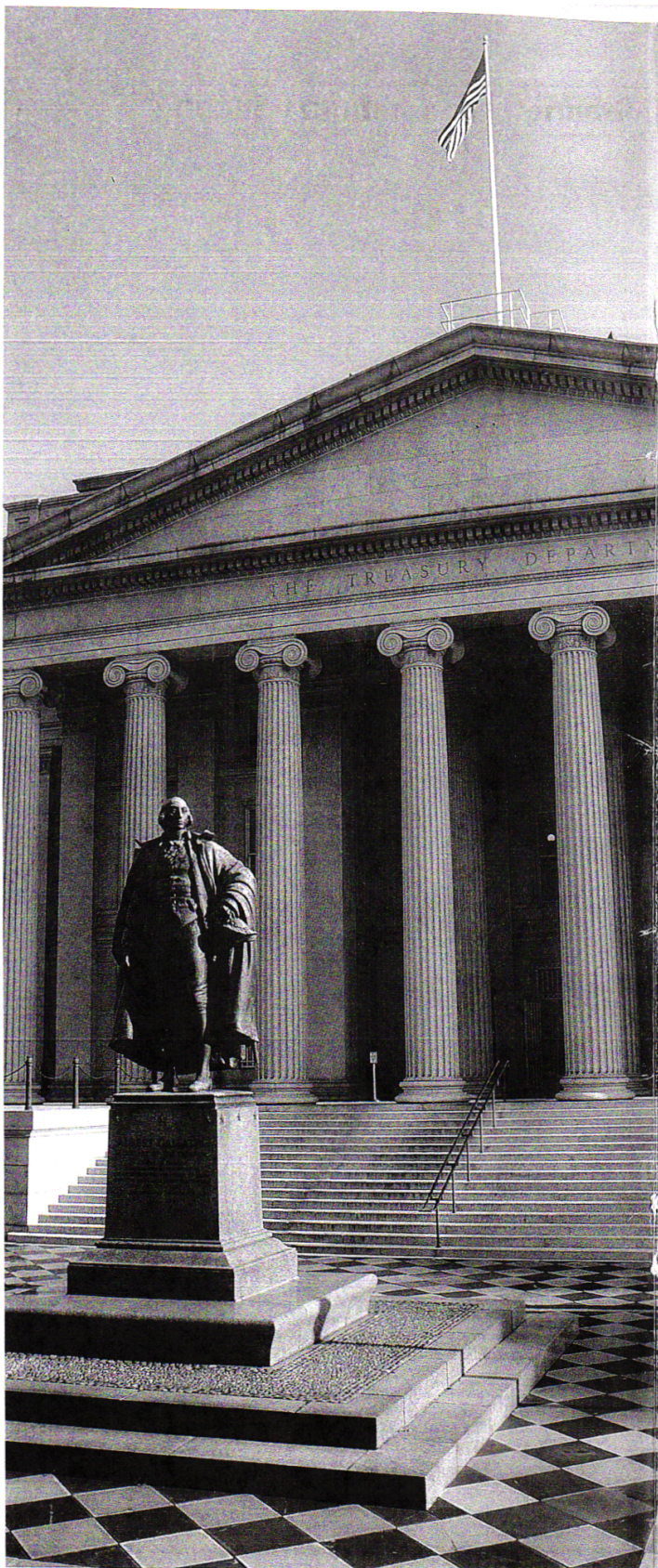


# Legislative Conference

Washington, D.C. • February 10-13, 2024

**Conference Pocket Guide**





## General Conference Information

### Wi-Fi

Network: NACoLegConf2024

Password: Partnerships4Housing

### Registration

#### International Ballroom Terrace, Terrace Level

Badge pick-up and registration:

Friday, February 9.....7:30 a.m. - 5:00 p.m.

Saturday, February 10.....7:00 a.m. - 5:00 p.m.

Sunday, February 11.....7:00 a.m. - 5:00 p.m.

Monday, February 12.....7:30 a.m. - 5:00 p.m.

Tuesday, February 13.....7:30 a.m.- 12:30 p.m.

All conference attendees must wear the NACo-issued name badge given to them at check-in. Your badge is your ticket to committee meetings, workshops, general sessions and special events. Please always wear your badge. Badges are not transferable. If you lose your badge, please visit registration for a replacement badge. A \$50 replacement fee will be applied for lost badges.

### Conference Hub and Resource Centers

#### Columbia West, Terrace Level

Step into the Columbia West foyer to find everything you need to have a successful and enjoyable NACo event. This area includes NACo's Advocacy and Resource Centers, the NACo Store where you can shop NACo gear, visit the NACo EDGE booths for cost savings solutions for your county, and more! This area – including our general help desk – will be open during registration hours.

### Conference App

Refresh your NACo app from a previous conference or visit your device's app store to download the NACo

Conference Information / 3

Conference App. Find all the information you need to navigate the conference including schedules, agendas, speaker info and important documents. Log in with your first name, last name and the email address with which you registered.

### **NACo Policy Committee Meetings**

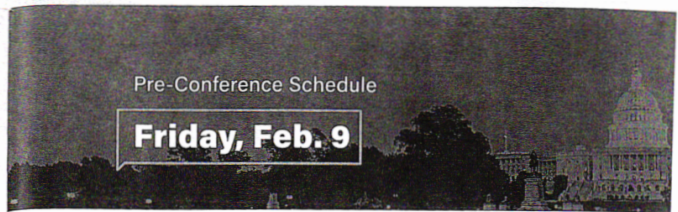
Take part in the NACo policy process by attending a policy steering committee meeting on Saturday, February 10. Committee members must be nominated through your state association of counties for a seat on a committee; however, everyone is welcome to attend any steering committee meeting. The 10 policy steering committees cover all priority federal policy areas for counties. For additional information on joining a committee, contact your state association executive or any member of the NACo government affairs team.

### **NACo Press & Communications Office**

#### **Dupont, Terrace Level**

The NACo Press & Communications Office provides registration services and assistance to members of the media and supports social media, video, photography, and *County News* efforts during the conference.

Share your Legislative Conference experience on social media! Use #NACoLeg, follow @NACoTweets for the latest news, visit us on Facebook at [www.facebook.com/NACoDC](http://www.facebook.com/NACoDC), and join us on LinkedIn at <https://www.linkedin.com/company/nacodc/>. At the end of the conference, NACo will provide a template news release for attendees to customize and distribute to local media. For any other communications needs, contact NACo Strategic Communications Director Nicole Weissman at [NWeissman@naco.org](mailto:NWeissman@naco.org).



Pre-Conference Schedule

**Friday, Feb. 9**

**7:30 a.m. - 5:00 p.m.**

#### **Badge Pick Up Open**

International Terrace West

**7:30 a.m. - 5:00 p.m.**

#### **Resource Centers & Conference Hub**

Columbia West, Terrace Level

**8:00 a.m. - 5:15 p.m.**

#### **NACo-FEMA Just-In-Time Recovery Management Training**

Georgetown, Concourse Level

*Pre-registration is required.*

**9:00 a.m. - 10:00 a.m.**

#### **CIO Technology Speed Sharing**

Columbia 5 & 7, Terrace Level

**10:30 a.m. - 5:00 p.m.**

#### **CIO Forum**

Columbia 5 & 7, Terrace Level

*Pre-registration is required.*

**4:00 p.m. - 5:00 p.m.**

#### **NACo Ambassadors Meeting (Invitation only)**

Holmead, Lobby Level

**5:30 p.m. - 7:30 p.m.**

#### **CIO Forum Reception**

Columbia 6 & 8, Terrace Level

*Pre-registration was required.*





**Saturday, Feb. 10**

**7:00 a.m. - 5:00 p.m.**

**Badge Pick Up Open**

International Terrace West

**7:00 a.m. - 5:00 p.m.**

**Resource Centers & Conference Hub**

Columbia West, Terrace Level

**8:00 a.m. - 9:30 a.m.**

**First-Time Attendee Orientation  
(Invitation Only)**

International Ballroom Center, Concourse Level  
*Open to all registrants attending their first NACo event.*

**8:30 a.m. - 9:15 a.m. †**

**Policy Coordinating Committee Meeting #1**

Holmead, Lobby Level

**Concurrent Policy Steering Committee Meetings**

**9:30 a.m. - 4:30 p.m.**

*Steering committees will break for lunch on your own.*

**Agriculture and Rural Affairs Policy Steering Committee**

Columbia 3 & 4, Terrace Level

**Health Policy Steering Committee**

Columbia 5 & 7, Terrace Level

**Public Lands Policy Steering Committee**

Columbia 6 & 8, Terrace Level

**Human Services and Education Policy Steering Committee**

Columbia 9 & 10, Terrace Level

**Finance, Pensions and Intergovernmental Affairs Policy Steering Committee**

Columbia 11 & 12, Terrace Level

**Transportation Policy Steering Committee**

International Ballroom East, Concourse Level

**Community, Economic and Workforce Development Policy Steering Committee**

International Ballroom West, Concourse Level

**Telecommunications and Technology Policy Steering Committee**

Georgetown, Concourse Level

**Environment, Energy and Land Use Policy Steering Committee**

Jefferson, Concourse Level

**Justice and Public Safety Policy Steering Committee**

Lincoln, Concourse Level

12:30 p.m. - 1:30 p.m.

**First-Time Attendee Policy Steering Committee 101 Session**

Tenleytown, First Floor

3:00 p.m. - 5:00 p.m.

**National Association of Black County Officials (NABCO) Meeting**

Tenleytown, First Floor

5:00 p.m. - 5:45 p.m.

**Policy Coordinating Committee Meeting #2**

Holmead, Lobby Level

5:00 p.m. - 6:00 p.m.

**Alabama Delegates Caucus**

Shaw, First Floor

5:00 p.m. - 6:00 p.m.

**National Association of County Administrators (NACA) Executive Board Meeting**

Northwest, Lobby Level

5:00 p.m. - 6:00 p.m.

**NACo's NextGen Business Meeting**

Columbia 3 & 4, Terrace Level

5:00 p.m. - 6:00 p.m.

**Texas Reception (Open to county attendees from Texas)**

Fairchild East, Terrace Level

5:00 p.m. to 6:00 p.m.\*

**North Carolina Caucus Meeting**

Columbia 11 & 12, Terrace Level

5:00 p.m. to 6:15 p.m.

**California Caucus Meeting**

Columbia 5 & 7, Terrace Level

5:00 p.m. to 6:30 p.m.

**New Mexico Delegate Reception**

Jay, Lobby Level

5:00 p.m. to 6:30 p.m.

**Pennsylvania Counties Caucus (Open to county attendees from Pennsylvania)**

Fairchild West, Terrace Level

5:00 p.m. - 6:30 p.m.

**New York State Delegation Reception**

Morgan, Lobby Level

**5:00 p.m. - 7:00 p.m.**

**Policy Jury Association of Louisiana  
Hospitality Reception**

Kalorama, Lobby Level

**5:00 p.m. - 7:00 p.m.**

**Colorado Caucus Meeting**

Columbia 2, Terrace Level

**5:00 p.m. - 7:00 p.m.**

**Georgia Reception (Open to county attendees  
from Georgia)**

Cabinet, Concourse Level

**5:30 p.m. - 7:30 p.m.**

**Women of NACo (WON) Legislative Meeting  
and Reception**

International Ballroom East, Concourse Level

**5:30 p.m. - 7:30 p.m.**

**National Association of Hispanic County  
Officials (NAHCO) Meeting and Reception**

Columbia 9 & 10, Terrace Level

**6:00 p.m. - 7:30 p.m.**

**National Democratic County Officials  
Legislative Reception**

Georgetown West, Concourse Level

**6:30 p.m. - 7:30 p.m.**

**National Association of County  
Administrators (NACA) Reception (Hosted by  
MissionSquare Retirement)**

Rock Creek, First Floor

**6:30 p.m. - 7:30 p.m.**

**California Delegation Reception**

Churchill Hotel - Kalorama Ballroom

10 \ Schedule - Saturday



**Sunday, Feb. 11**

**7:00 a.m. - 5:00 p.m.**

**Badge Pick Up Open**

International Terrace West

**7:00 a.m. - 5:00 p.m.**

**Resource Centers & Conference Hub**

Columbia West, Terrace Level

**7:00 a.m. - 7:45 a.m.**

**Non-Denominational Worship Service**

Kalorama, Lobby Level

**8:00 a.m. - 9:00 a.m.**

**NACo EDGE's Workforce Network**

Kalorama, Lobby Level

**8:00 a.m. - 10:00 a.m.**

**Western Interstate Region (WIR) Board of Directors Meeting**

Columbia 6 & 8, Terrace Level

**8:00 a.m. - 9:45 a.m.**

**GIS Subcommittee Meeting**

Columbia 3 & 4, Terrace Level

**8:00 a.m. - 9:45 a.m.**

**Immigration Reform Task Force (IRTF) Meeting**

Columbia 11 & 12, Terrace Level

**8:00 a.m. - 9:45 a.m.**

**Arts as a Blueprint Forward: Local Solutions for Community Prosperity**

Columbia 9 & 10, Terrace Level

**8:00 a.m. - 9:45 a.m.**

**Resilient Counties Advisory Board Breakfast (Pre-registration required)**

Georgetown, Concourse Level

**8:00 a.m. - 9:45 a.m.**

**Credentials Committee Meeting**

Boundary, Terrace Level

**9:00 a.m. - 11:15 a.m.**

**Large Urban County Caucus (LUCC) Business Meeting**

International Ballroom East, Concourse Level

**Concurrent Workshop Block #1**

**10:00 a.m. - 11:15 a.m.**

**ForwardTogether: Bridging Divides and Building Trust in Communities**

Columbia 9 & 10, Terrace Level

**The Art of Influence: Unlocking the Secrets of Message Craftsmanship**

Holmead, Lobby Level

**NACo EDGE: The Price is Right!**

Lincoln East, Concourse Level

**10:00 a.m. - 12:00 p.m.**

**Rural Action Caucus (RAC) Business Meeting**

International Ballroom West, Concourse Level

**10:00 a.m. - 12:30 p.m.**

**IT Standing Committee Meeting**

Columbia 3 & 4, Terrace Level

**10:00 a.m. - 12:00 p.m.**

**National Association of County Human Services Administrators (NACHSA)**

Columbia 2, Terrace Level

10:00 a.m. - 12:00 p.m.

**National Association of Civil County Attorneys Meeting**

Northwest, Lobby Level

10:30 a.m. - 12:00 p.m.

**National Association of LGBT Leaders & Allies Meeting**

Columbia 6 & 8, Terrace Level

12:00 p.m. - 1:00 p.m.

**National Conference of Republican County Officials (NCRCO) Business Luncheon**

Fairchild, Terrace Level

12:00 p.m. - 1:30 p.m.

**National Democratic County Officials (NDCO) Business Luncheon**

Columbia 5 & 7, Terrace Level

12:00 p.m. - 1:30 p.m.

**National Organization of Black County Officials (NOBCO)/National Association of Black County Officials (NABCO) Membership Meeting**

International Ballroom Center, Concourse Level

12:00 p.m. - 1:30 p.m.

**National Council of County Association Executives (NCCAE) Business Meeting**

Shaw, First Floor

12:00 p.m. - 1:30 p.m.

**National Association of Native County Leaders & Allies (NANCLA) Luncheon (Invitation only)**

Kalorama, Lobby Level

12:00 p.m. - 1:30 p.m.

**Healthy Counties Advisory Board Lunch (Invitation only)**

Georgetown, Concourse Level

12:00 p.m. - 1:30 p.m.

**Membership Standing Committee Meeting**

Tenleytown, First Floor

12:00 p.m. - 2:00 p.m.

**Commission on Mental Health and Wellbeing Table Top Luncheon (Commission members only)**

Rock Creek, First Floor

2:00 p.m. - 4:00 p.m.

**Veterans and Military Services Committee Meeting**

Holmead, Lobby Level

2:00 p.m. - 4:00 p.m.

**Global Connections for Your Local Economy: A Hands-On Training to Attract Foreign Investment**

Georgetown, Concourse Level

*Hosted by the International Economic Development Task Force*

2:00 p.m. - 3:00 p.m.

**Programs and Services Standing Committee Meeting**

Fairchild, Terrace Level

2:00 p.m. - 4:00 p.m.

**Gulf States, Counties and Parishes Caucus Meeting**

Lincoln East, Concourse Level

**Concurrent Workshop Block #2**

**2:00 p.m. - 3:15 p.m.**

**Empowering Counties: Priorities for Federal Policy**

Columbia 11 & 12, Terrace Level

**Federal Preemption of Local Decision-Making at the Supreme Court and Beyond**

Columbia 3 & 4, Terrace Level

**Earmarks & Grants 101: Accessing Federal Dollars to Support County Priorities**

Columbia 5 & 7, Terrace Level

**Securing Direct Funding in Future Surface Transportation Legislation**

Columbia 9 & 10, Terrace Level

**3:15 p.m. - 4:45 p.m.**

**NACo Board of Directors Forum**

Jefferson & Lincoln West, Concourse Level

**Concurrent Workshop Block #3**

**3:30 p.m. - 4:45 p.m.**

**Inflation Reduction Act Funds: Energizing County Initiatives**

Columbia 3 & 4, Terrace Level

**Reducing Red Tape: Breaking Down the Federal Permitting Process for Counties**

Columbia 5 & 7, Terrace Level

**Immigration Law Essentials: What Counties Need to Know**

Columbia 11 & 12, Terrace Level

**Introducing Nationwide Retirement Solutions Indexed Principal Protection**

Kalorama, Lobby Level

**National Center for Public Lands Counties: The Intergovernmental Partnership & Federal Lands Management**

Columbia 9 & 10, Terrace Level

**3:30 p.m. - 5:00 p.m.**

**National Association of County Intergovernmental Relations Officials (NACIRO) Meeting**

Columbia 2, Terrace Level

**4:45 p.m. - 6:30 p.m.**

**Minnesota Caucus Meeting**

Georgetown, Concourse Level

**5:00 p.m. - 6:00 p.m.**

**Florida Delegates Reception**

Shaw, First Floor

**6:00 p.m. - 10:00 p.m.**

**NACo's Football Watch Party**

International Ballroom, Concourse Level

*Open to all registered attendees and those who purchased guest tickets through the conference registration process. Guest tickets will be available at the door (\$60 adults, \$30 children).*

**Monday, Feb. 12**

7:00 a.m. - 7:30 a.m.

**Wellness Activity with  
NACo President Mary Jo McGuire**

Northwest, Lobby Level

7:30 a.m. - 5:00 p.m.

**Badge Pick Up Open**

International Terrace West

7:30 a.m. - 5:00 p.m.

**Resource Centers & Conference Hub**

Columbia West, Terrace Level

**Regional Caucus Meetings**

8:00 a.m. - 9:00 a.m.

**Central Region Caucus Meeting**

Columbia 9 & 10, Terrace Level

**Northeast Region Caucus Meeting**

Columbia 3 & 4, Terrace Level

**South Region Caucus Meeting**

Columbia 6 & 8, Terrace Level

**West Region Caucus Meeting**

Columbia 5 & 7, Terrace Level

9:30 a.m. - 11:30 a.m.

**General Session**

International Ballroom, Concourse Level

11:45 a.m. - 3:00 p.m.

**National Association of County  
Administrators (NACA) Idea Exchange**

Georgetown, Concourse Level

1:00 p.m. - 3:00 p.m.

**NACo Board of Directors Meeting**

Jefferson & Lincoln West, Concourse Level

1:30 p.m. - 2:45 p.m.

**WRDA 101: Navigating the Water Resources  
Development Act to Achieve County Priorities**

Columbia 11 & 12, Terrace Level

**Concurrent Policy Summits**

3:30 p.m. - 5:00 p.m.

**The Transformative Power of Artificial  
Intelligence: A Summit Hosted by the NACo  
AI Exploratory Committee**

International Ballroom Center, Concourse Level

**Counties Ready for 2024: A Summit on  
Election Administration**

Columbia 6 & 8, Terrace Level

**Future-Proofing County Property Now and  
Beyond: A Summit on Disaster Preparedness  
and Insurance**

Columbia 5, 7, 9 & 10

5:00 p.m. - 6:00 p.m.

**Come Learn about NACCTFO!**

Morgan, Lobby Level

5:00 p.m. - 6:00 p.m.

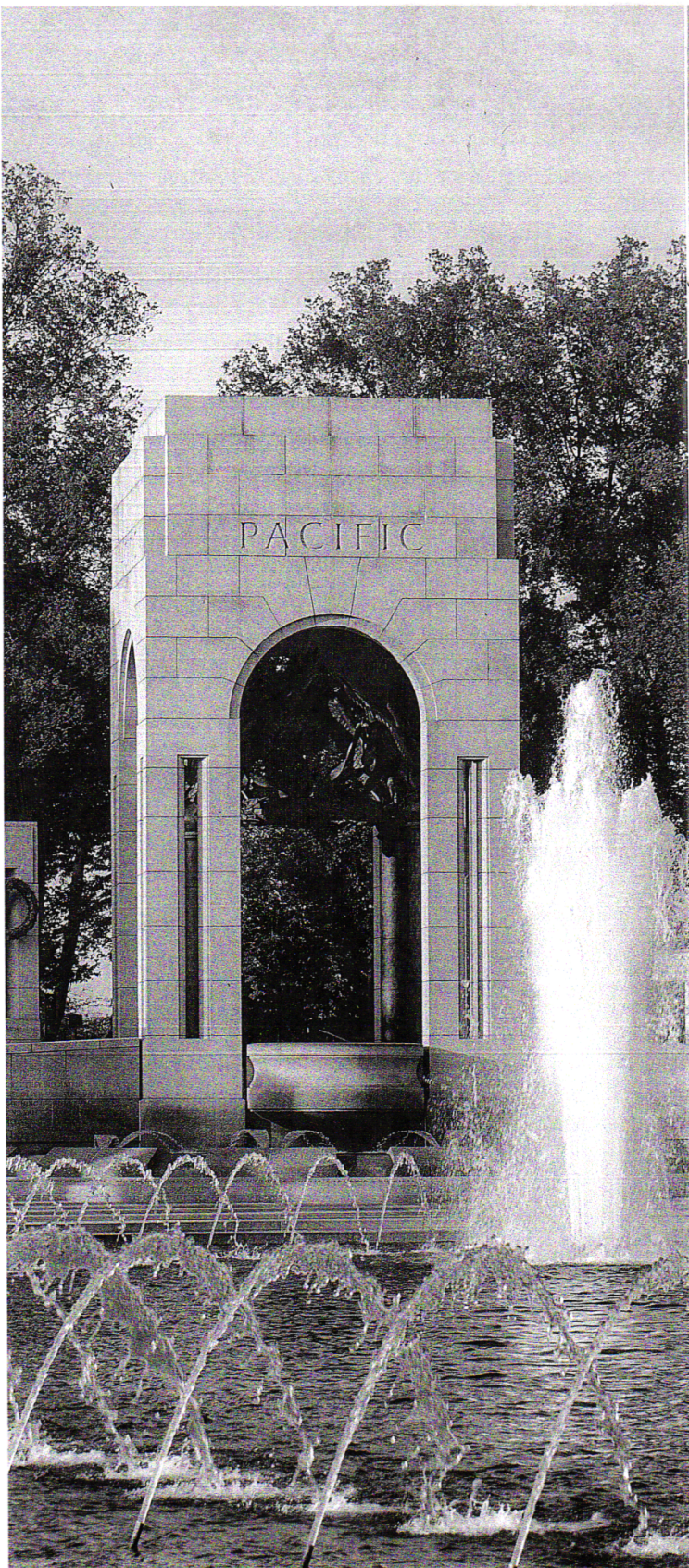
**Utah Caucus Meeting**

Columbia 2, Terrace Level

6:30 p.m. - 9:00 p.m.

**LUCC/RAC/NACo Board of Directors  
Joint Reception**

*Open to members of Large Urban County Caucus,  
Rural Action Caucus and NACo's Board of Directors*



Conference Schedule

**Tuesday, Feb. 13**

**7:30 a.m. - 12:30 p.m.**

**Badge Pick Up Open**

International Terrace West

**7:30 a.m. - 12:30 p.m.**

**Resource Centers & Conference Hub**

Columbia West, Terrace Level

**9:00 a.m. - 11:30 a.m.**

**Federal Agency Expo & Breakfast**

International Ballroom, Concourse Level

**12:00 p.m. - 5:00 p.m.**

**County Capitol Hill Day of Action**

Capitol Hill

**12:00 p.m. - 5:00 p.m.**

**Open House at NACo Headquarters & Luggage Storage**

NACo HQ

660 North Capitol Street, NW, Suite 400

Washington, D.C. 20001

**1:00 p.m. - 2:00 p.m.**

**Capitol Hill Briefing: County Leadership in Mental Health: Overcoming Barriers for Equitable Care Access**

Rayburn House Office Building, Room 2075

*Please RSVP through the link in the conference app.*

**4:30 p.m. - 6:30 p.m.**

**Closing Reception on Capitol Hill**

Kennedy Caucus Room

Russell Senate Office Building

*Entrance located on the corner of C Street and Delaware Avenue, NE.*

Schedule - Tuesday / 21



## Federal Agency Expo Info List

NACo's Federal Agency Expo will bring together nearly 90 offices on February 13 for conference attendees to discuss the invaluable role that county governments play in our nation's intergovernmental partnership and how local leaders can collaborate with our federal partners.

### **AmeriCorps**

- Chief Program Operations
- Office of Government Relations

### **Consumer Financial Protection**

#### **Bureau (CFPB)**

- Office of Intergovernmental Affairs

### **Federal Communications Commission**

#### **(FCC)**

- Office of Intergovernmental Affairs

### **Federal Trade Commission (FTC)**

- Bureau of Consumer Protection, Division of Consumer and Business Education

### **National Aeronautics and Space**

#### **Administration (NASA)**

- Office of Legislative and Intergovernmental Affairs

### **Small Business Administration (SBA)**

- Office of Advocacy

### **U.S. Department of Agriculture (USDA)**

- Food and Nutrition Service (FNS)
- Office of the Chief Economist
- Rural Housing Service (RHS)
- Forest Service (USFS)
- Wildfire Crisis Strategy
- Office of External and Intergovernmental Affairs
- Rural Development (RD): Innovation Center
- Rural Development (RD): Water and Environmental Programs

### **U.S. Department of Commerce (DOC)**

- U.S. Census Bureau: American Community Survey Office
- U.S. Census Bureau: Center for Enterprise Dissemination
- U.S. Census Bureau: Office of Congressional and Intergovernmental Affairs
- Economic Development Administration (EDA)
- International Trade Administration (ITA): SelectUSA
- Minority Business Development Agency (MBDA)
- National Oceanic and Atmospheric Administration (NOAA)
- National Telecommunications Information Administration (NTIA)
- CHIPS Office

### **U.S. Department of Defense (DOD)**

- Office Local Defense Community Cooperation: Community Noise Mitigation
- Readiness and Environmental Protection Integration (REPI) Program
- Environmental Cleanup & Compliance

### **U.S. Department of Education (ED)**

- Office of Communications and Outreach
- Office of Educational Technology

### **U.S. Department of Energy (DOE)**

- Office of Congressional and Intergovernmental Affairs
- State and Community Energy Programs
- State & Community Energy Programs: Energy Efficiency and Conservation Block Grant (EECBG) Program
- Office of Nuclear Energy
- Office of Clean Energy Demonstration
- National Nuclear Security Administration (NNSA)
- Gateway for Accelerated Innovation in Nuclear (GAIN)

### **U.S. Department of Health and Human Services (HHS)**

- Office of Intergovernmental and External Affairs
- Administration for Children and Families (ACF)
- Substance Abuse and Mental Health Services (SAMHSA): Center for Substance Abuse Prevention
- Substance Abuse and Mental Health Services (SAMHSA): Office of Recovery

### **U.S. Department of Homeland Security (DHS)**

- Cybersecurity and Infrastructure Security Agency (CISA): School Safety
- Cybersecurity and Infrastructure Security Agency (CISA): Stakeholder Engagement Division
- Federal Emergency Management Agency (FEMA): Integrated Public Alerts and Warning System (IPAWS)
- Federal Emergency Management Agency (FEMA): Intergovernmental Affairs
- Office of Intergovernmental Affairs
- Center for Prevention Programs and Partnerships (CP3)
- U.S. Citizenship and Immigration Services (USCIS)
- U.S. Customs and Border Protection (CBP)

### **U.S. Department of Housing and Urban Development (HUD)**

- Office of Community Planning and Development (CPD)
- Office of Multifamily Housing Programs
- Office of Public and Indian Housing
- Office of Technical Assistance, Policy Development & Research
- Office of the Secretary
- Office of Congressional and Intergovernmental Relations

### **U.S. Department of the Interior (DOI)**

- Bureau of Land Management (BLM)
- Office of the Secretary

### **U.S. Department of Justice (DOJ)**

- Alcohol, Tobacco and Firearms (ATF) Bureau
- Office of Justice Programs (OJP)

### **U.S. Department of Labor (DOL)**

- Office of Congressional and Intergovernmental Affairs
- Office of Disability and Employment Policy
- Wage and Hour Division (WHD)
- Veterans' Employment and Training Service (VETS)

### **U.S. Department of Transportation (DOT)**

- Office of Intergovernmental Affairs
- Federal Railroad Administration (FRA)
- Federal Transit Administration (FTA)
- Federal Highway Administration (FHWA)

### **U.S. Department of Treasury (Treasury)**

- Inflation Reduction Act (IRA) Program Office
- Office of Capital Access & Emergency Rental Assistance (ERA)
- State and Local Fiscal Recovery Funds (SLFRF)
- Internal Revenue Service (IRS): Tax Outreach, Partnership and Education

### **U.S. Department of Veterans Affairs (VA)**

- Office of Intergovernmental Affairs
- Veterans Benefits Administration (VBA): Outreach, Transition and Economic Development
- National Cemetery Administration
- Million Veteran Program (MVP)
- Office of Rural Engagement
- Center for Faith-Based and Neighborhood Partnerships
- Veterans Health Administration (VHA): Homeless Programs Office
- VHA: Health Eligibility Center
- VHA: Readjustment Counseling Services & Mobile Vet Centers
- VHA: Office of Emergency Management
- Veterans Experience Office (VEO)

### **U.S. Election Assistance Commission (EAC)**

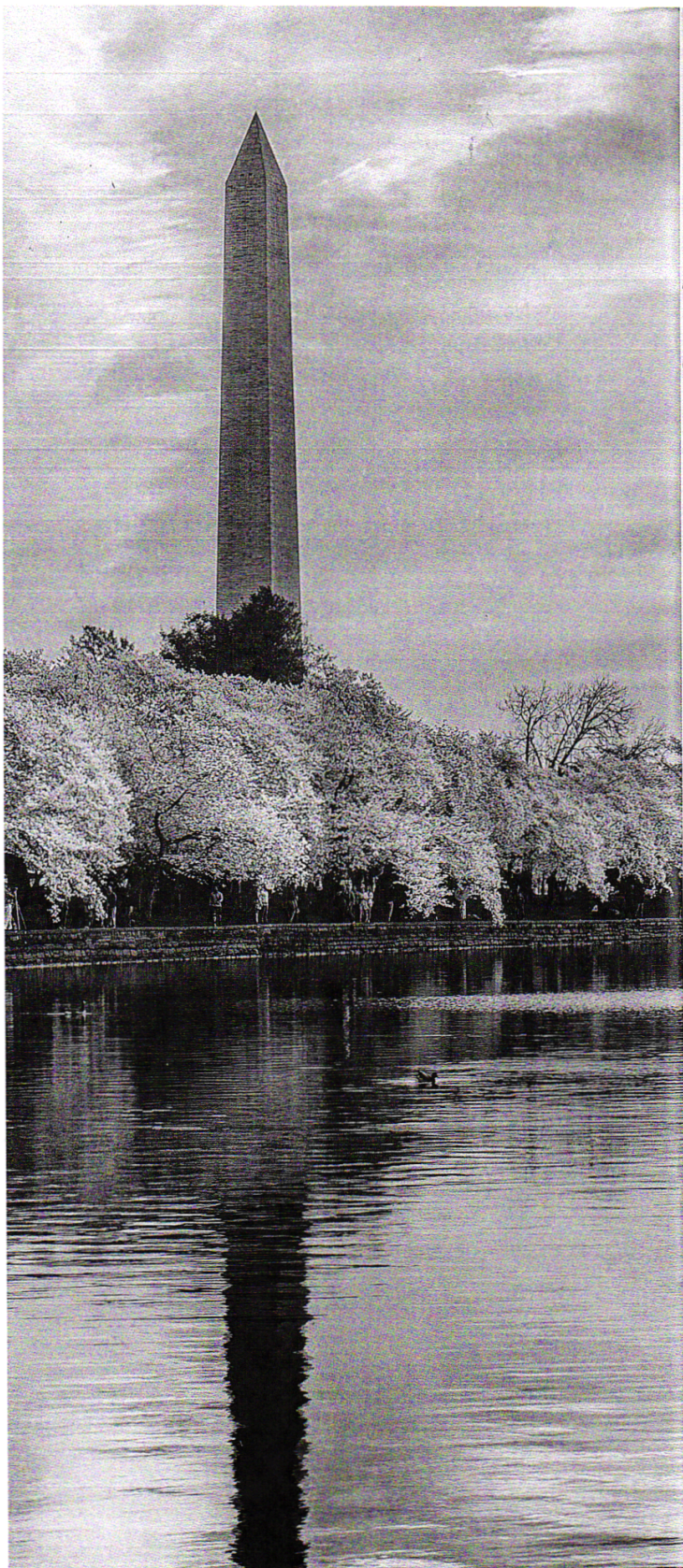
- Clearinghouse Division

### **U.S. Environmental Protection Agency (EPA)**

- Office of Congressional and Intergovernmental Relations
- Office of Water (OW): Water Infrastructure & Resiliency Finance Center
- OW: Water Infrastructure Finance and Innovation Act (WIFIA) Program

### **U.S. Social Security Administration (SSA)**

- Office of External Affairs



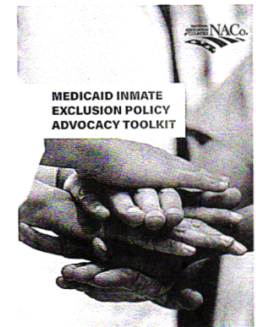
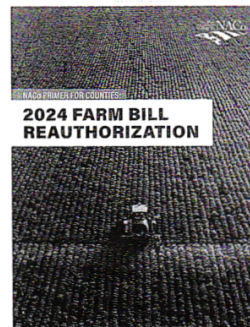
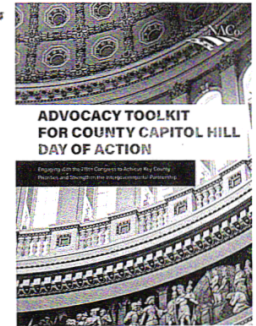
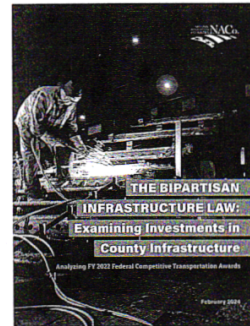
## NACo Advocacy Resources

During the Legislative Conference, we invite NACo members to participate in the Capitol Hill Day of Action, a unique opportunity for county leaders to directly engage with federal lawmakers and educate them on the vital role counties play in crafting and implementing public policy.

Make the most of your advocacy efforts by reading NACo's new advocacy resources. If you have any questions, NACo's government affairs team is here to help you!



Scan the QR code to access  
NACo's advocacy resources



Advocacy Resources / 2

## 2024 Corporate Premier Partners



30 / Corporate Premier Partners

## 2024 Conference Sponsors

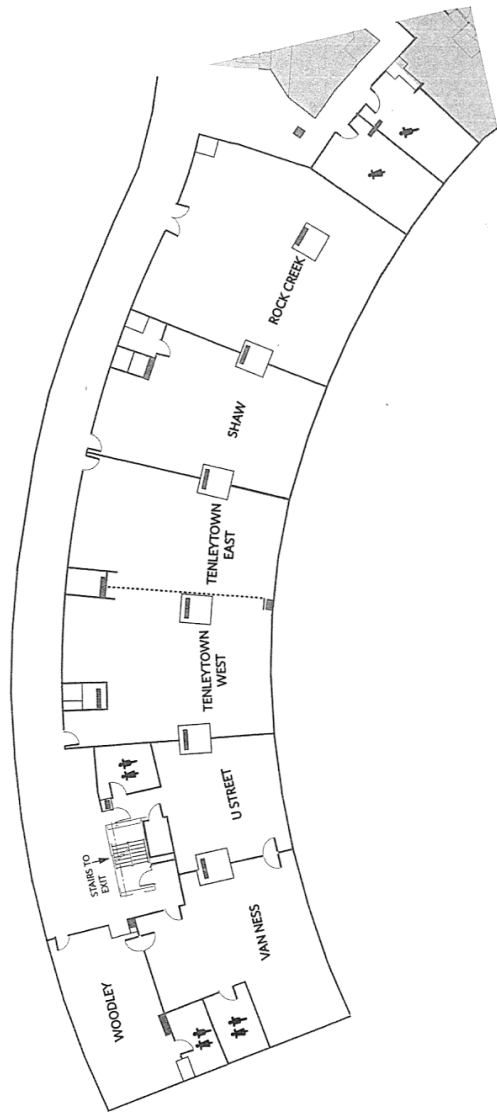


## 2024 Media Partners

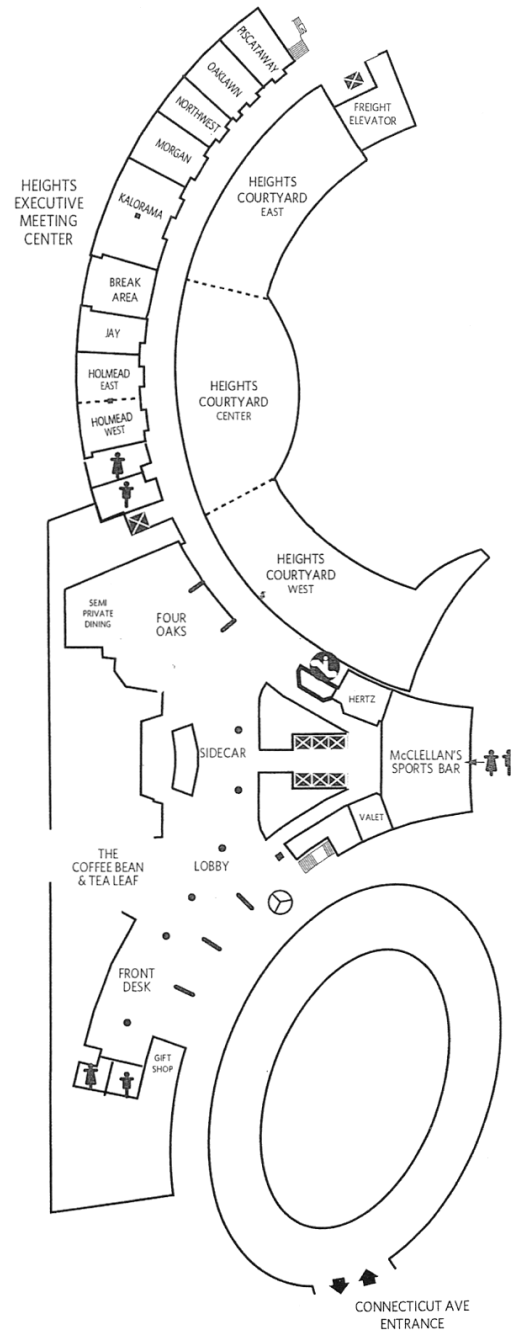


Conference Sponsors / 3

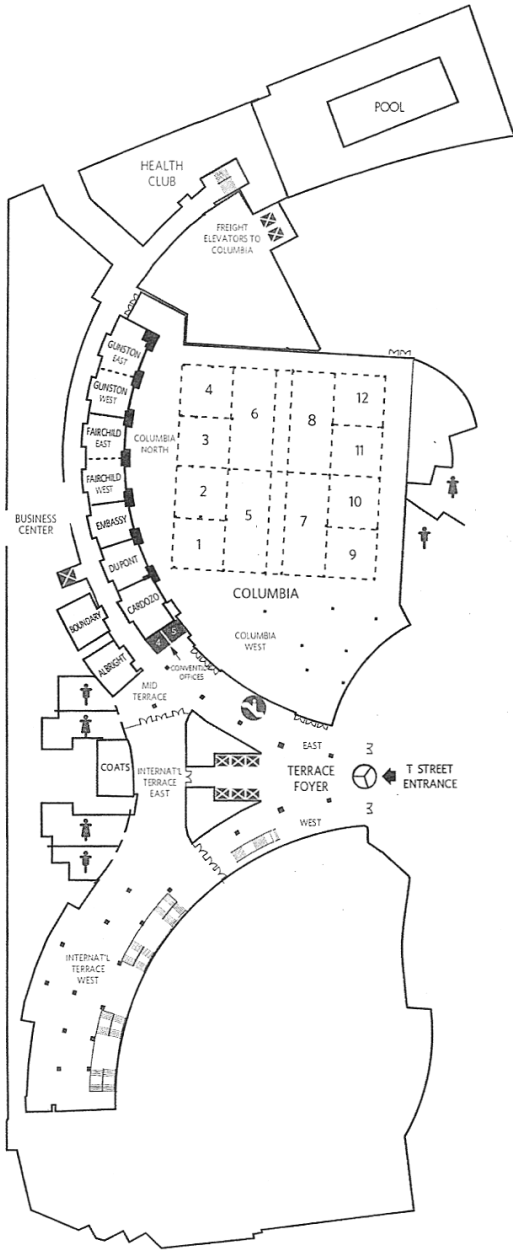
# First Floor Meeting Space



# Lobby Level

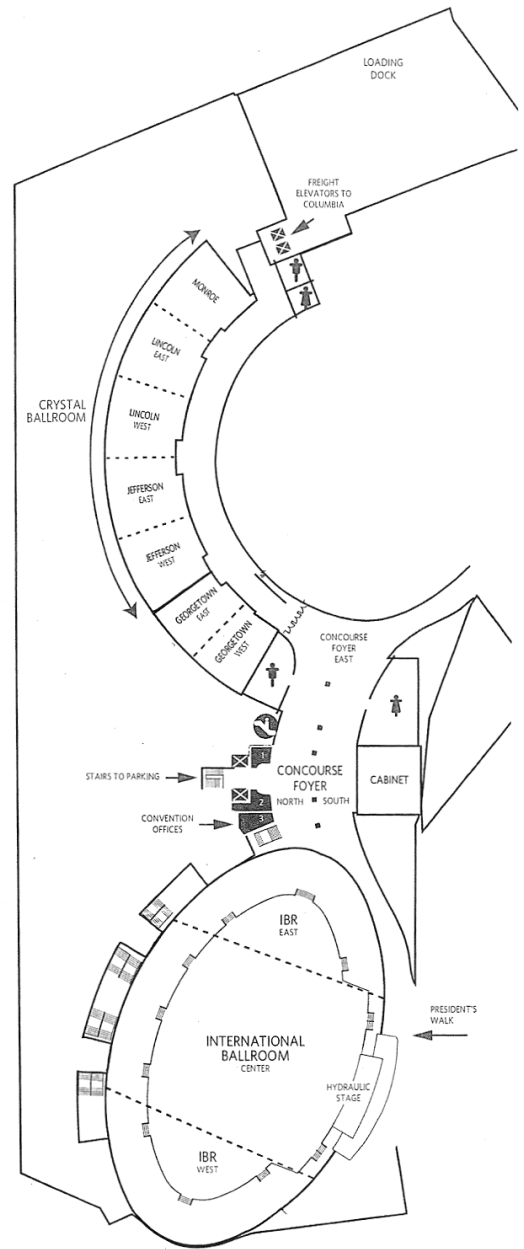


# Terrace Level



34 \ Washington Hilton Maps

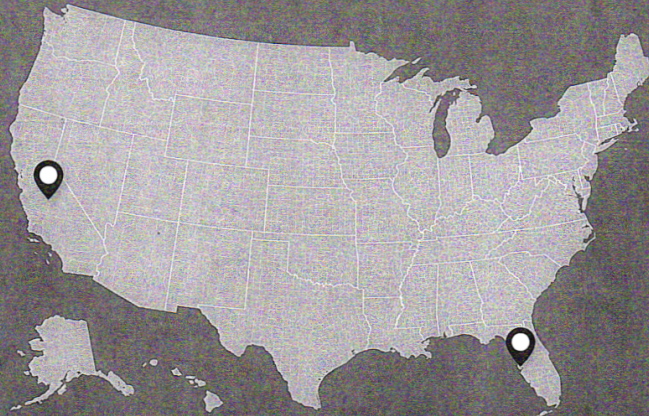
# Concourse Level



Washington Hilton Maps / :



## Upcoming In-Person Events



### 2024 Western Interstate Region Conference



May 8-10  
Mariposa County, Calif.

### 2024 Annual Conference & Exposition



July 12-15  
Hillsborough County/Tampa, Fla.

660 North Capitol Street, NW • Suite 400  
Washington, D.C. 20001 • 202.393.6226 • [www.naco.org](http://www.naco.org)



Thanks for tipping, Michelle

*Total  
343.83*

Here's your updated Wednesday morning ride receipt.

**Total** **\$70.06**

Trip fare \$47.63

**Subtotal** **\$47.63**

DCA Airport Surcharge \$5.00

DC Digital Dispatch Surcharge \$0.25

Tip \$14.01

DC Fee \$3.17

**Payments**

  **\$14.01**  
2/14/24 4:29 AM

  **\$56.05**  
2/14/24 4:29 AM

Receipt ID # 069d4de0-cce8-469a-86ce-92242379916c

Trip ID: 069d4de0-cce8-469a-86ce-92242379916c

[Visit the trip page](#) for more information, including invoices (where available)

You rode with Mushtaq

Issued on behalf of Mushtaq

**Black SUV** 5.46 miles | 11 min

■ 3:54 AM | 525 New Jersey Ave NW, Washington, DC 20001-2019, US

■ 4:06 AM | Terminal 1, Ronald Reagan Washington National Airport (DCA), Arlington, VA 22202, US


Fare does not include fees that may be charged by your bank. Please contact your bank directly for inquiries.

### Thanks for tipping, Michelle

Here's your updated Tuesday afternoon ride receipt.

|                               |                |
|-------------------------------|----------------|
| <b>Total</b>                  | <b>\$15.95</b> |
| <hr/>                         |                |
| Trip fare                     | \$9.08         |
| <hr/>                         |                |
| <b>Subtotal</b>               | <b>\$9.08</b>  |
| Booking Fee                   | \$1.00         |
| DC Digital Dispatch Surcharge | \$0.25         |
| Tip                           | \$5.00         |
| DC Fee                        | \$0.62         |

### Payments

|                                                                                                                                                                     |                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
|   | <b>\$10.95</b> |
| 2/14/24 3:19 AM                                                                                                                                                     |                |
|   | <b>\$5.00</b>  |
| 2/14/24 3:56 AM                                                                                                                                                     |                |



Receipt ID # 5533c97d-78ef-42d1-bc8e-2d424daf96f0

Trip ID: 5533c97d-78ef-42d1-bc8e-2d424daf96f0

[Visit the trip page](#) for more information, including invoices (where available)

You rode with Wondessen  
Issued on behalf of Wondessen

**UberX** 1.16 miles | 6 min

-  4:24 PM | Capital Plz SE & New Jersey Ave SE, Washington, DC 20003, US
-  4:30 PM | 525 New Jersey Ave NW, Washington DC, DC 20001, US

Fare does not include fees that may be charged by your bank. Please contact your bank directly for inquiries.

### Thanks for tipping, Michelle

Here's your updated Tuesday morning ride receipt.

**Total** **\$14.94**

---

Trip fare \$8.13

---

**Subtotal** **\$8.13**

Booking Fee \$1.00

DC Digital Dispatch Surcharge \$0.25

Tip \$5.00

DC Fee \$0.56

### Payments

  **\$5.00**  
2/13/24 4:25 PM

  **\$9.94**  
2/13/24 4:25 PM

Receipt ID # 2b428b29-40ff-418c-adc5-1291abde872d

Trip ID: 2b428b29-40ff-418c-adc5-1291abde872d

[Visit the trip page](#) for more information, including invoices (where available)

---

You rode with Desean  
issued on behalf of Desean

UberX 0.74 miles | 5 min

■ 9:54 AM | Rayburn Hob & Independence Ave SW, Washington, DC 20515, US

■ 9:59 AM | Constitution Ave, Washington DC, DC 20002, US

Fare does not include fees that may be charged by your bank. Please contact your bank directly for inquiries.

## Thanks for tipping, Michelle

Here's your updated Tuesday morning ride receipt.

**Total** **\$20.86**

---

Trip fare \$13.81

---

**Subtotal** **\$13.81**


Booking Fee \$1.00


DC Digital Dispatch Surcharge \$0.15

Tip \$5.00

DC Fee \$0.90

### Payments

  **\$4.90**  
2/13/24 10:01 AM

  **\$15.96**  
2/13/24 10:01 AM

Receipt ID # 94f28334-d63b-4130-a72f-01e06c2e2d1c

Trip ID: 94f28334-d63b-4130-a72f-01e06c2e2d1c

[Visit the trip page](#) for more information, including invoices (where available)

---

You rode with Shimelis

Issued on behalf of Shimelis

**UberX** 1.30 miles | 7 min

■ 8:32 AM | 525 New Jersey Ave NW, Washington, DC 20001-2019, US

■ 8:39 AM | 45 Independence Ave SW, Washington, DC 20515, US

Fare does not include fees that may be charged by your bank. Please contact your bank directly for inquiries.

### Here's your receipt for your ride, Michelle

We hope you enjoyed your ride this afternoon.

|                               |                |
|-------------------------------|----------------|
| <b>Total</b>                  | <b>\$29.99</b> |
| <hr/>                         |                |
| Trip fare                     | \$27.04        |
| <hr/>                         |                |
| <b>Subtotal</b>               | <b>\$27.04</b> |
| Booking Fee                   | \$1.00         |
| DC Digital Dispatch Surcharge | \$0.25         |
| DC Fee                        | \$1.70         |

### Payments

|                                                                                                                                                                     |                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
|   | <b>\$29.99</b> |
| 2/13/24 3:54 AM                                                                                                                                                     |                |



Receipt ID # 8296ed9e-0043-4391-a22c-6afc2057847d

Trip ID: 8296ed9e-0043-4391-a22c-6afc2057847d

[Visit the trip page](#) for more information, including invoices (where available)

You rode with Samuel  
Issued on behalf of Samuel

**UberX** 1.29 miles | 8 min

-  4:57 PM | 525 New Jersey Ave NW, Washington, DC 20001-2019, US
-  5:05 PM | 600 14th St NW, Washington DC, DC 20005, US

Fare does not include fees that may be charged by your bank. Please contact your bank directly for inquiries.

### Here's your receipt for your ride, Michelle

We hope you enjoyed your ride this morning.

|                               |                |
|-------------------------------|----------------|
| <b>Total</b>                  | <b>\$15.95</b> |
| <hr/>                         |                |
| Trip fare                     | \$13.80        |
| <hr/>                         |                |
| <b>Subtotal</b>               | <b>\$13.80</b> |
| Booking Fee                   | \$1.00         |
| DC Digital Dispatch Surcharge | \$0.25         |
| DC Fee                        | \$0.90         |

### Payments

|                                                                                                                                                                     |                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
|   | <b>\$15.95</b> |
| 2/12/24 8:14 PM                                                                                                                                                     |                |

Receipt ID # 30787355-7275-433f-8e94-d1f99c98fedc

Trip ID: 30787355-7275-433f-8e94-d1f99c98fedc

[Visit the trip page](#) for more information, including invoices (where available)

You rode with Anduamlak  
Issued on behalf of Anduamlak

**UberX** 2.73 miles | 17 min

- 9:17 AM | 525 New Jersey Ave NW, Washington, DC 20001-2019, US
- 9:35 AM | 1919 Connecticut Ave NW, Washington, DC 20009, US

Fare does not include fees that may be charged by your bank. Please contact your bank directly for inquiries.

## Thanks for tipping, Michelle

Here's your updated Sunday afternoon ride receipt.

**Total** **\$21.93**

---

Trip fare \$14.72

---

**Subtotal** **\$14.72**

Booking Fee \$1.00

DC Digital Dispatch Surcharge \$0.25

Tip \$5.00

DC Fee \$0.96

---

### Payments

  **\$16.93**  
2/11/24 3:08 PM

  **\$5.00**  
2/11/24 3:08 PM

Receipt ID # d68e8dc3-71bd-4ef4-9dc2-2bb08f61bf8d

Trip ID: d68e8dc3-71bd-4ef4-9dc2-2bb08f61bf8d

[Visit the trip page](#) for more information, including invoices (where available)

---

You rode with Samia LLC

Issued on behalf of Samia LLC

**UberX** 2.86 miles | 20 min

 12:16 PM | 525 New Jersey Ave NW, Washington, DC 20001-2019, US

 12:37 PM | 1919 Connecticut Ave NW, Washington, DC 20009, US

Fare does not include fees that may be charged by your bank. Please contact your bank directly for inquiries.

### Thanks for tipping, Michelle

Here's your updated Saturday evening ride receipt.

**Total** **\$14.84**

---

Trip fare \$8.13

---

|                               |               |
|-------------------------------|---------------|
| <b>Subtotal</b>               | <b>\$8.13</b> |
| Booking Fee                   | \$1.00        |
| DC Digital Dispatch Surcharge | \$0.15        |
| Tip                           | \$5.00        |
| DC Fee                        | \$0.56        |

---

### Payments

|                                                                                   |                                                                                                       |               |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|---------------|
|  | <br>2/11/24 8:06 AM  | <b>\$9.84</b> |
|  | <br>2/11/24 12:23 PM | <b>\$5.00</b> |

Receipt ID # f76f43d5-ad8b-4495-9334-c36c08db190c


Trip ID: f76f43d5-ad8b-4495-9334-c36c08db190c


[Visit the trip page](#) for more information, including invoices (where available)

---

You rode with Samson  
Issued on behalf of Samson

**UberX** 1.20 miles | 7 min

 9:09 PM | 1331 F St NW, Washington, DC 20004, US

 9:17 PM | 525 New Jersey Ave NW, Washington DC, DC 20001, US

Fare does not include fees that may be charged by your bank. Please contact your bank directly for inquiries.



### Thanks for tipping, Michelle

Here's your updated Saturday evening ride receipt.

**Total** **\$14.03**

|           |        |
|-----------|--------|
| Base Fare | \$0.73 |
| Distance  | \$0.96 |
| Time      | \$6.64 |

|                    |               |
|--------------------|---------------|
| <b>Normal Fare</b> | <b>\$8.33</b> |
| Surge              | \$9.16        |

|                               |               |
|-------------------------------|---------------|
| <b>Subtotal</b>               | <b>\$9.16</b> |
| Booking Fee                   | \$1.00        |
| DC Digital Dispatch Surcharge | \$0.25        |
| Tip                           | \$3.00        |
| DC Fee                        | \$0.62        |

### Payments

|                                                                                                                                                                         |                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
|       | <b>\$10.91</b> |
| 2/10/24 9:14 PM                                                                                                                                                         |                |
|   | <b>\$3.12</b>  |
| 2/10/24 9:14 PM                                                                                                                                                         |                |

Receipt ID # f198a87b-ca9d-493f-9dd0-00e924af0da7

Trip ID: f198a87b-ca9d-493f-9dd0-00e924af0da7

[Visit the trip page](#) for more information, including invoices (where available)

You rode with Mourad

Issued on behalf of Mourad

**UberX** 1.47 miles | 15 min

6:36 PM | 525 New Jersey Ave NW, Washington, DC 20001-2019, US

6:51 PM | 529 14th St NW, Washington, DC 20045, US

Fare does not include fees that may be charged by your bank. Please contact your bank directly for inquiries.

### Thanks for tipping, Michelle

Here's your updated Saturday morning ride receipt.

**Total** **\$21.96**

---

Trip fare \$14.75

---

**Subtotal** **\$14.75**

Booking Fee \$1.00

DC Digital Dispatch Surcharge \$0.25

Tip \$5.00

DC Fee \$0.96

### Payments

  **\$16.96**  
2/10/24 3:32 PM

  **\$5.00**  
2/10/24 3:32 PM

Receipt ID # 4cc6f102-c5bf-43e7-b45f-8e9c5d1df8c2

Trip ID: 4cc6f102-c5bf-43e7-b45f-8e9c5d1df8c2

[Visit the trip page](#) for more information, including invoices (where available)

---

You rode with Kevin  
Issued on behalf of Kevin

**UberX** 2.85 miles | 15 min

■ 9:48 AM | 525 New Jersey Ave NW, Washington, DC 20001-2019, US

■ 10:03 AM | 1919 Connecticut Ave NW, Washington, DC 20009, US

Fare does not include fees that may be charged by your bank. Please contact your bank directly for inquiries.

### Thanks for tipping, Michelle

Here's your updated Saturday afternoon ride receipt.

|                               |                |
|-------------------------------|----------------|
| <b>Total</b>                  | <b>\$21.79</b> |
| <hr/>                         |                |
| Trip fare                     | \$16.58        |
| <hr/>                         |                |
| <b>Subtotal</b>               | <b>\$16.58</b> |
| Booking Fee                   | \$1.00         |
| DC Digital Dispatch Surcharge | \$0.15         |
| Tip                           | \$3.00         |
| DC Fee                        | \$1.06         |

### Payments

|                                                                                                                                                                     |                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
|   | <b>\$21.79</b> |
| 2/10/24 6:36 PM                                                                                                                                                     |                |



Receipt ID # 86244125-25be-42e8-83c4-f3202085e485

Trip ID: 86244125-25be-42e8-83c4-f3202085e485

[Visit the trip page](#) for more information, including invoices (where available)

You rode with ALEBACHEW  
Issued on behalf of ALEBACHEW

**UberX** 3.21 miles | 20 min

-  3:24 PM | 1919 Connecticut Ave NW, Washington, DC 20009, US
-  3:45 PM | 525 New Jersey Ave NW, Washington DC, DC 20001, US

Fare does not include fees that may be charged by your bank. Please contact your bank directly for inquiries.

## Thanks for tipping, Michelle

Here's your updated Friday morning ride receipt.

**Total** **\$19.94**

---

Trip fare \$12.84

---

**Subtotal** **\$12.84**

Booking Fee \$1.00

DC Digital Dispatch Surcharge \$0.25


Tip \$5.00

DC Fee \$0.85

---

### Payments

  **\$14.94**  
2/9/24 12:19 PM

  **\$5.00**  
2/9/24 12:19 PM

Receipt ID # d0bfdfa9-29fa-4b1c-9916-8c323343777e

Trip ID: d0bfdfa9-29fa-4b1c-9916-8c323343777e

[Visit the trip page](#) for more information, including invoices (where available)

---

You rode with SIMON

Issued on behalf of SIMON

**UberX** 2.86 miles | 17 min

■ 11:26 AM | 525 New Jersey Ave NW, Washington, DC 20001-2019, US

■ 11:43 AM | 1919 Connecticut Ave NW, Washington, DC 20009, US

Fare does not include fees that may be charged by your bank. Please contact your bank directly for inquiries.

## Thanks for tipping, Michelle

Here's your updated Friday morning ride receipt.

|                       |                |
|-----------------------|----------------|
| <b>Total</b>          | <b>\$61.59</b> |
| Trip fare             | \$46.33        |
| <b>Subtotal</b>       | <b>\$46.33</b> |
| DCA Airport Surcharge | \$5.00         |
| Tip                   | \$10.26        |

### Payments

|                                                                                                                                                                                       |                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
|  <br>2/9/24 9:37 AM | <b>\$61.59</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|

Receipt ID # 59f80974-c746-4ff9-bbeb-42e804f5336f

Trip ID: 59f80974-c746-4ff9-bbeb-42e804f5336f

[Visit the trip page](#) for more information, including invoices (where available)

You rode with Hind

Issued on behalf of Hind

**Black SUV** 4.83 miles | 10 min

- 9:10 AM | Smith Blvd, Arlington, VA 22202, US
- 9:21 AM | 525 New Jersey Ave NW, Washington DC, DC 20001, US

Fare does not include fees that may be charged by your bank. Please contact your bank directly for inquiries.



# Legislative Conference

Washington, D.C. • February 10-13, 2024

Conference Pocket Guide





## Trip Calculator

Right-Click on map or use the drop down fields below to select your route.



### Entry Point ?

I-294 NB: I-55 (Stevenson E) ▼

### Exit Point

I-88 WB: Illinois 31 ▼

### Vehicle Class

Auto / Motorcycle (2 Axles) ▼

### Time

All Times ▼

Step  
**2**

**GET ROUTE**

**CLEAR**

| PLAZA NAME                                          | TOLL          |
|-----------------------------------------------------|---------------|
| I-55,<br>Stevenson<br>Expressway<br><i>Plaza 57</i> | \$0.60        |
| York Road<br>Toll Plaza<br><i>Plaza 57</i>          | \$1.50        |
| Aurora Toll<br>Plaza<br><i>Plaza 61</i>             | \$1.50        |
| <b>TOTAL</b>                                        | <b>\$3.60</b> |





## Trip Calculator

Right-Click on map or use the drop down fields below to select your route.



### Entry Point ?

I-88 EB: Illinois 31 ▼

### Exit Point

I-294 SB: I-55 (Stevenson E) ▼

### Vehicle Class

Auto / Motorcycle (2 Axles) ▼

### Time

All Times ▼

Step  
**2**

**GET ROUTE**

**CLEAR**

| PLAZA NAME                       | TOLL          |
|----------------------------------|---------------|
| Aurora Toll<br>Plaza             | \$1.50        |
| <i>Plaza 01</i>                  |               |
| Meyers Road<br>Toll Plaza        | \$1.50        |
| <i>Plaza 52</i>                  |               |
| I-55,<br>Stevenson<br>Expressway | \$0.60        |
| <i>Plaza 37</i>                  |               |
| <b>TOTAL</b>                     | <b>\$3.60</b> |



719 S Batavia Ave, Geneva, IL 60134 to Chicago  
Midway International Airport

Drive 47.2 miles, 56 min

719 S Batavia Ave  
Geneva, IL 60134

This route has tolls.

#### Get on I-88 E in North Aurora from State Rte 31 S

- 14 min (6.7 mi)
- ↑ 1. Head west toward Kane County  
115 ft
  - ↶ 2. Turn left onto Kane County  
446 ft
  - ↶ 3. Turn left onto State Rte 31 S/S Batavia Ave  
 Continue to follow State Rte 31 S  
6.2 mi
  - ↗ 4. Turn right onto the IL-56 ramp to I-88  
W/Chicago/DeKalb/Lowa  
 Toll road  
489 ft
  - ↘ 5. Keep right and merge onto I-88 E  
 Toll road  
0.3 mi

#### Continue on I-88 E. Take I-55 N to IL-50 S/S Cicero Ave in Chicago. Take exit 286 from I-55 N

- 37 min (38.5 mi)
- ↗ 6. Merge onto I-88 E  
 Toll road  
21.5 mi
  - ↘ 7. Use the right 2 lanes to merge onto I-294 S  
 Toll road  
6.0 mi
  - ↘ 8. Use the right 2 lanes to merge onto I-55 N  
10.7 mi
  - ↘ 9. Take exit 286 for IL-50/Cicero Avenue toward Airport  
0.3 mi

#### Follow IL-50 S/S Cicero Ave to your destination

- 10. Turn right onto IL-50 S/S Cicero Ave 6 min (2.0 mi)
  - 📍 Pass by Popeyes Louisiana Kitchen (on the right in 1.1 mi)

2.0 mi

- 11. Take the exit toward Airport/Terminal/Garage/Clearance 8'-2"

49 ft

**Chicago Midway International Airport**  
5700 S Cicero Ave, Chicago, IL 60638



Chicago Midway International Airport to 719 S Batavia Ave, Geneva, IL 60134 Drive 46.3 miles, 1 hr 3 min





Chicago Midway International Airport This route has tolls.  
5700 S Cicero Ave, Chicago, IL 60638

Get on I-55 S in Stickney from S Cicero Ave








- 11 min (2.8 mi)
- ↑ 1. Head north 410 ft
- ↗ 2. Keep right at the fork, follow signs for Departures/Garage 338 ft
- ↑ 3. Continue onto Departures 0.3 mi
- ↗ 4. Use the right 2 lanes to turn slightly right 0.2 mi
- ↘ 5. Use any lane to turn right onto S Cicero Ave 1.8 mi  
 Pass by Starbucks (on the right in 1.1 mi)
- ↗ 6. Turn left to merge onto I-55 S 0.4 mi

Continue on I-55 S. Take I-88 W to N Farnsworth Ave in Aurora Township. Take exit 119B from I-88 W

- 35 min (35.7 mi)
- ↗ 7. Merge onto I-55 S 9.1 mi
- ↘ 8. Take exit 277A for I-294 N toward Wisconsin Toll road 1.5 mi
- ↙ 9. Keep left and merge onto I-294 N Toll road 4.3 mi
- ↘ 10. Use the right 2 lanes to take exit 29 for I-88 W/East-West Tollway toward Aurora Toll road 1.6 mi

- 
 11. Keep left and merge onto I-88 W  
 Toll road  
 19.0 mi
- 
 12. Take exit 119B for N Farnsworth Ave N  
 Toll road  
 0.3 mi

**Take Kirk Rd and E Fabyan Pkwy to your destination in Geneva**

- 
 13. Merge onto N Farnsworth Ave  
 0.8 mi
- 
 14. Continue onto Kirk Rd  
 3.9 mi
- 
 15. Turn left onto E Fabyan Pkwy  
 1.8 mi
- 
 16. Turn right onto S Batavia Ave  
 1.2 mi
- 
 17. Turn right onto Kane County  
 446 ft
- 
 18. Turn right  
 Destination will be on the right  
 115 ft

**719 S Batavia Ave**  
Geneva, IL 60134



HILTON WASHINGTON DC CAPITOL HILL  
 525 NEW JERSEY AVE NW  
 WASHINGTON DC, DC 20001  
 United States of America  
 TELEPHONE 202-628-2100 • FAX 202-879-7938  
 Reservations  
 www.hilton.com or 1 800 HILTONS

GUMZ, MICHELLE

[REDACTED]

[REDACTED]

[REDACTED]

Room No: 1617K1RL  
 Arrival Date: 2/9/2024 12:01:00 PM  
 Departure Date: 2/14/2024 9:49:00 AM  
 Adult/Child: 2/0  
 Cashier ID: MAAB  
 Room Rate: 224.42  
 AL:  
 HH # [REDACTED]  
 VAT #  
 Folio No/Che 155315 A

Confirmation Number: 3430615510

HILTON WASHINGTON DC CAPITOL HILL 2/14/2024 9:49:00 AM

| DATE        | DESCRIPTION           | ID    | REF NO | CHARGES  | CREDIT       | BALANCE |
|-------------|-----------------------|-------|--------|----------|--------------|---------|
| 2/9/2024    | GUEST ROOM            | MADI  | 626830 | \$224.42 |              |         |
| 2/9/2024    | RM OCCUPANCY TAX      | MADI  | 626830 | \$35.79  |              |         |
| 2/10/2024   | GUEST ROOM            | MADI  | 627353 | \$252.17 |              |         |
| 2/10/2024   | RM OCCUPANCY TAX      | MADI  | 627353 | \$40.22  |              |         |
| 2/11/2024   | 525 BISTRO #2356897   | LINTR | 627634 | \$57.40  |              |         |
| 2/11/2024   | FEDERAL CITY #2321986 | LINTR | 627794 | \$73.90  |              |         |
| 2/11/2024   | GUEST ROOM            | MADI  | 627959 | \$307.72 |              |         |
| 2/11/2024   | RM OCCUPANCY TAX      | MADI  | 627959 | \$49.08  |              |         |
| 2/12/2024   | GUEST ROOM            | ROLE  | 628545 | \$294.98 |              |         |
| 2/12/2024   | RM OCCUPANCY TAX      | ROLE  | 628545 | \$47.05  |              |         |
| 2/13/2024   | GUEST ROOM            | ROLE  | 629169 | \$307.72 |              |         |
| 2/13/2024   | RM OCCUPANCY TAX      | ROLE  | 629169 | \$49.08  |              |         |
| 2/14/2024   | MC [REDACTED]         | MAAB  | 629441 |          | (\$1,739.53) |         |
| **BALANCE** |                       |       |        |          |              | \$0.00  |

Hilton Honors(R) stays are posted within 72 hours of checkout. To check your earnings or book your next stay at more than 6,500+ hotels and resorts in 119 countries, please visit Honors.com

Thank you for choosing Hilton. You'll get more when you book directly with us - more destinations, more points, and more value. Book your next stay at hilton.com.

CREDIT CARD DETAIL

APPR CODE [REDACTED]  
 CARD NUMBER [REDACTED]  
 TRANSACTION ID [REDACTED]

MERCHANT ID [REDACTED]  
 EXP DATE [REDACTED]  
 TRANS TYPE [REDACTED]



Hi, Michelle!

Rapid Rewards #263753210

Rapid Rewards Member since 2011 [Profile Details >](#)

POINTS AVAILABLE

**4,286**

[View Details >](#)

### Past flight details

FEB 9 - 14

Confirmation #2A6A75

## Washington (Reagan National), DC

Chicago (Midway), IL to Washington (Reagan National), DC

### Summary

| PASSENGER       | POINTS EARNED   | FARE TOTAL      |
|-----------------|-----------------|-----------------|
| Michelle L Gumz | <b>+855 PTS</b> | <b>\$182.97</b> |

### Pricing details

| ROUTING      | DATE    | FARE TYPE      | POINTS EARNED   | FARE           |
|--------------|---------|----------------|-----------------|----------------|
| MDW to DCA   | 2/9/24  | Wanna Get Away | <b>+497 PTS</b> | <b>\$82.87</b> |
| DCA to MDW   | 2/14/24 | Wanna Get Away | <b>+358 PTS</b> | <b>\$59.61</b> |
| Taxes & fees |         |                |                 | <b>\$40.49</b> |

|                     |                 |
|---------------------|-----------------|
| Total               | <b>\$182.97</b> |
| Total points earned | <b>+855 PTS</b> |



**NATIONAL ASSOCIATION *of* COUNTIES**

660 North Capitol Street, NW, Suite 400  
Washington, D.C. 20001



Payment is due at the time of registration. Exceptions can be made to allow for payment by check on a case-by-case basis. **All fees must be paid in full prior to arrival in order to obtain your badge and registration materials at the conference.** Contact [nacomeetings@naco.org](mailto:nacomeetings@naco.org) with any questions.

## WAIVER AND RELEASE

By registering for this meeting, I agree to abide by NACo's [Event Code of Conduct](#) and [COVID-19 Waiver](#) and acknowledge that violating said code of conduct may result in being removed from the event without a refund. I also hereby knowingly waive and release NACo, its employees, directors, officers, volunteers, agents, successors, licensees, assigns, vendors and sponsors from any and all claims that I may have or may arise regarding the use of my name and image, including any and all claims of defamation, invasion of privacy, or infringement of moral rights, rights of publicity or copyright. Right to use name and likeness: in consideration for my participation in NACo's meeting, I hereby grant NACo the perpetual, world-wide, royalty-free right and permission to record, photograph, use and distribute (royalty-free, both now and in the future) my image, name, and voice in all forms and all media including, without limitation, photographs, electronic reproductions and transmission of images and audio files, web-casting, and any and all other uses on the internet for any and all NACo's lawful purposes.

## QUESTIONS

For questions about the conference, please call 202.942.4292 or email [nacomeetings@naco.org](mailto:nacomeetings@naco.org).

Thank you for your support of NACo and we look forward to seeing you in Washington, D.C.

Join the NACo social network and tag #NACoLeg in your tweets.

penalty with taxes and fees.

## PROGRAM AND SCHEDULE OF EVENTS

The schedule is subject to change; please refer to the [conference website](#) for the most up-to-date schedule and speaker announcements.

## VISIT THE VIRTUAL NACo STORE

Show your county spirit with new NACo gear. Browse the virtual store to find your favorites. Visit [NACo.org/virtual-store](https://naco.org/virtual-store) now so you can wear your items during the event! Some items will also be available at the event for purchase in-person.

## CANCELLATION POLICY

Registrations cancelled by January 4, 2024 will be refunded less a \$50 administration fee. Cancellation requests made between January 5 and January 31, 2024 will receive a 50 percent refund. Refunds will not be issued after January 31, 2024, including for unused registrations or no-shows. This applies to all registration types, including guest fees.

All cancellations must be made in writing by emailing [cancellations@naco.org](mailto:cancellations@naco.org). Telephone cancellations are not accepted.

## REGISTRATION TRANSFERS AND SUBSTITUTIONS

To transfer a registration, please contact [nacomeetings@naco.org](mailto:nacomeetings@naco.org) and provide the name and email of the person whose registration you are transferring and the name and email address of the person to whom the registration should be reassigned.

## PAYMENT POLICY

**information.**

## REGISTRATION INFORMATION

**Name:** Michelle Gumz

**Title:** Kane County Commissioner

**Organization:** Kane County

**Event Registration:** County Member & State Association - Advance Rate

**Total:** \$575.00

**Balance:** \$0.00

## VENUE

Washington Hilton

1919 Connecticut Ave. N.W.

Washington, DC 20009

## HOUSING

Attendees are responsible for making their own hotel reservations. Rates start at \$229 and are quoted exclusive of applicable D.C. taxes (currently at 15.95%). Room block rates are good through January 14, 2024 and available on a first-come, first-serve basis. Note: Rooms may sell out early; once the block is sold out, the hotel's market price applies regardless of the date of booking.

**[Click here to book.](#)**

Registrants are responsible for all hotel fees, including cancellations. NACo does not manage hotel reservations; registrants must handle changes or cancellations directly. Please review and adhere to the hotel's cancellation policy and deposit requirements when booking. Email hotel reservation edits or cancellations to [naco@conferencedirect.com](mailto:naco@conferencedirect.com) by January 14, 2024 to avoid fees. NACo cannot alter hotel reservations or cover cancellation fees. Reservations not canceled within 72 hours of check-in incur a one-night stay

## EX: 2024 NACo Legislative Conference Confirmation

NACo No-reply <no-reply@naco.org>

Tue 2/6/2024 1:43 PM

To:Gumz, Michelle <MGumz@kanecoboard.org>;



Michelle Gumz  
Kane County Commissioner  
Kane County  
Aurora, IL

Dear Michelle Gumz ,

Thank you for registering for the 2024 NACo Legislative Conference. All meetings, general sessions and workshops will be held at the Washington Hilton located at 1919 Connecticut Ave. N.W., Washington, DC 20009 from February 10 to February 13, 2024, unless otherwise noted.

This notice serves as your confirmation of registration for the event; please review the details below for accuracy. **Any outstanding balance must be paid in full by February 1 in order to obtain your badge and registration**

M

HILTON CAPITOL HILL  
FED CITY BAR  
525 New Jersey Ave NW  
Washington, DC 20001

2/9/2024 9:34

Check: 2356859      Table: 102  
Server: Roberto      Guests: 1

Regular Check  
1 Bistro Omelet      18.00 /  
Onion  
1 Coffee              4.00

=====  
Subtotal              22.00  
Tax                    2.20  
Total                  24.20

Room: \_\_\_\_\_

Tip: \_\_\_\_\_

Total: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_





## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

### Title

**ADOPTING THE 2024 NATURAL HAZARD MITIGATION PLAN**

### **Committee Flow:**

Judicial Public Safety Committee, Executive Committee, County Board

### **Contact:**

Scott Buziecki; 630-232-5986

### **Budget Information:**

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

### **Summary:**

Kane County is required to maintain a current Natural Hazards Mitigation Plan, which allows the County and participating municipalities to be eligible to apply for mitigation grants, which can help reduce the risk or the effects from future natural disasters. The County-wide Hazards Mitigation Coordinating Committee has updated the 2024 plan and the Federal Emergency Management Agency (FEMA) has reviewed and conditionally approved our 2024 plan update, pending adoption. The planning process included municipal and public input and now the final step to earn full approval is for the County and participating municipalities to adopt the plan. With this resolution, the County will be officially adopting the plan and municipalities can follow suit.





Passed by the Kane County Board on June 11, 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

### ADOPTING THE ILLINOIS EMERGENCY MANAGEMENT MUTUAL AID SYSTEM INTERGOVERNMENTAL SERVICE AGREEMENT

### **Committee Flow:**

Judicial Public Safety Committee, Executive Committee, County Board

### **Contact:**

Scott Buziecki; 630-232-5986

### **Budget Information:**

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

### **Summary:**

The Office of Emergency Management would like to join the Illinois Emergency Management Mutual Aid System in order to have access to mutual aid in the event of an emergency or disaster which exceeds our capabilities. Adopting such mutual aid agreements is authorized under the IEMA Act as well as Kane County Code and the Director of IEMA has approved this mutual aid agreement.

# Exhibit A

## **Illinois Emergency Management MUTUAL AID SYSTEM AGREEMENT**

This Agreement is made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

**WHEREAS**, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

**WHEREAS**, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

**WHEREAS**, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in emergency management and the protection of life and property from an emergency or disaster; and,

**WHEREAS**, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in the preparedness and mitigation phases of emergency management; and,

**WHEREAS**, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the Unit's membership in the Illinois Emergency Management Mutual Aid System (IEMMAS) and the covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

## **SECTION ONE**

### **Purpose**

Certain situations arise, including, but not limited to, emergencies, natural disasters, man-made catastrophes, and special events, in which the Parties recognize that the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. During such situations, one Member Unit's personnel and equipment may be called

upon to perform functions within the territorial limits of another Member Unit, as is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Illinois Emergency Management Mutual Aid System is desirable for the effective and efficient provision of mutual aid.

## SECTION TWO

### Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Illinois Emergency Management Mutual Aid System" (hereinafter referred to as "IEMMAS", also "Agreement"): A definite and prearranged plan whereby response and assistance is provided to a Requesting Unit by the Aiding Unit(s) in accordance with the system established and maintained by the IEMMAS member Units and amended from time to time.
- B. "Unit": (also "Member Unit") Any unit of government, including but not limited to a city, village, or county having an Emergency Management Program, another unit of local government, or any other political subdivision of the State of Illinois, or an intergovernmental agency and the units of which such intergovernmental agency is comprised, which is a signatory to the IEMMAS Agreement, and has been appropriately authorized by their governing body to enter into the IEMMAS Agreement and otherwise and comply with the rules and regulations of IEMMAS.
- C. "Requesting Unit": Means any Unit requesting assistance of another Unit under this Agreement.

- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Requesting Unit.
- E. "Emergency": Any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.
- F. "Disaster": An occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or any other calamity.
- G. "IEMMAS Regions": The geographically associated Member Units or unit of which have been grouped for operational efficiency and representation of those Member Units. The State of Illinois shall be divided into eight (8) regions which as identified by Exhibit A, hereto attached and incorporated by this reference.
- H. "Training": The regular scheduled practice of emergency procedures during non-emergency drills or exercises to implement the necessary joint operations of IEMMAS.
- I. "IEMMAS Board": The governing body of IEMMAS shall be comprised of elected representatives from each of the Member Units of the IEMMAS, in the manner detailed by this Agreement.
- J. "Special Event": Any non-routine event, that places a strain on any Member Unit's

resources. Such an event may, but is not required to, involve a large number of people. Such an event should generally require additional planning, preparation, and mitigation for public safety.

- K. “Emergency Management Coordinator”: Means the Emergency Management Coordinator or agency head of a Unit, or their designee.
- L. “Emergency Management Staff”: includes any person who is an authorized employee or agent of a Unit. An Emergency Management Staff includes, without limitation, the following: full time, part time, volunteer, paid-on-call, paid on premises, and contracted personnel, as well as emergency operations center staff, support personnel, and authorized members of non-governmental response Units.
- M. "Emergency Services": means the provision of personnel, equipment, or other support to a Requesting Unit in the preparedness of, prevention of, response to, recovery from, or mitigation of any Disaster, Emergency, or Special Event, and includes joint training for the provision of any such services by a Unit.
- N. “Initial Governing Board”: The first Governing Board of IEMMAS established after two or more Public Agencies enter into this Agreement.
- O. “Public Agency”: A public agency shall have the same meaning as in the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)).
- P. “IEMMAS Regional Directors”: The elected members of the Governing Board, representing the IEMMAS Regions.

### SECTION THREE

#### Authority and Action to Effect Mutual Aid



The Parties hereby authorize and direct their respective Emergency Management Coordinators, to take any reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party's policies and within the authority provided to its Emergency Management Coordination, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Emergency Management Coordinator may commit the requested Mutual Aid in the form of Emergency Management Staff, and/or Emergency Services to the Requesting Unit. All Mutual Aid rendered shall be to the extent of available personnel and equipment, taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Emergency Management Coordinator of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

Whenever an Emergency, Disaster, or Special Event occurs and conditions are such that the Emergency Management Coordinator of the Requesting Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the Emergency, Disaster, or Special Event, and the type and amount of equipment, Emergency Management Staff, and/or Emergency Services requested from IEMMAS.

The Emergency Management Coordinator of the Aiding Unit shall take the following action immediately upon being requested for aid:

1. Determine what equipment, Emergency Management Staff, and/or Emergency Services is requested;
2. Determine if the requested equipment, Emergency Management Staff, and/or Emergency Services can be committed in response to the request from the

Requesting Unit;

3. Dispatch the requested equipment, Emergency Management Staff and/or Emergency Services is, to the extent available, to the location of the event or location reported by the Requesting Unit in accordance with the procedures of IEMMAS; and
4. Notify the Requesting Unit if any or all of the requested equipment, Emergency Management Staff, and/or Emergency Services cannot be provided.

## **SECTION FOUR**

### **Compensation for Aid**

Equipment, Emergency Management Staff, and/or Emergency Services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties, including but not limited to reimbursements, fees, grants, or insurance proceeds tied to the events from which the Emergency, Disaster, or Special Event arose, shall be equitably distributed among responding parties, in the manner described by this Section Four of the Agreement.

Nothing herein shall operate to bar any recovery of funds from any third party, local, state, or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid, equipment expenses, Emergency Services, and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge because the administrative

requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may apply:

1. Third Party Reimbursement. – Expenses for Emergency Services recovered from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the Aid provided that may be recoverable. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made, and such Unit will reimburse the other Aiding Units. If the third party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. Intrastate Emergency Management Agency Tasking. Expenses recovered related to a response to an Emergency or Disaster at the request of The Illinois Emergency Management Agency and Office of Homeland Security (IEMA-OHS) or other State or federal authority shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the aid that may be recoverable. The Unit recovering payment from the State or Federal Government shall notify Aiding Units that

such payment has been made, and such Unit will reimburse the other Aiding Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Interstate Emergency Management Assistance Compact ("EMAC") Response - Expenses recovered related to a response to an Emergency or Disaster at the request of another emergency management agency or the authority of another state government pursuant to an EMAC response. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the aid that may be recoverable. If these payments are not made directly to the participating Units, the Unit recovering payment from another state or emergency management agency shall notify Aiding Units that such payment has been made, and such Unit will reimburse the other Aiding Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

## **SECTION FIVE**

### **Insurance**

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, or drone liability. The obligations of

this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the jurisdiction. To the extent permitted by governing law, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

## **SECTION SIX**

### **Jurisdiction Over Personnel, Equipment, and Assets**

Emergency Management Staff, equipment, or other assets dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees, agents, or equipment of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If a person from an Aiding Unit is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the person from the Aiding Unit was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Management Staff, equipment, or other assets of the Aiding Unit will come under the operational control of the Requesting Unit's Emergency Management Coordinator, or other appropriate authority, until released or withdrawn. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Emergency Management Coordinator.

The Aiding Unit shall notify the Requesting Unit of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other personnel.

If, for any reason, an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Agreement and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

The obligations and duties set forth in this Section shall survive the end or termination of this Agreement.

## **SECTION SEVEN**

### **Liability**

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Management Staff, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold all other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall

be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

## **SECTION EIGHT**

### **Term**

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the IEMMAS specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail, or certified mail.

## **SECTION NINE**

### **Effectiveness**

This Agreement shall be in full force and effective for each Party, upon approval by that Party's governing body in the manner provided by law and upon proper execution of this Agreement.

## **SECTION TEN**

### **Binding Effect**

This Agreement shall be binding upon and inure to the benefit of any successor of entity

which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by IEMMAS without prior written consent of the parties hereto.

## **SECTION ELEVEN**

### **Validity**

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable, and this Agreement may be enforced with that provision severed or modified by court order.

## **SECTION TWELVE**

### **Notices**

Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class US mail postage prepaid to the head of the governing body of the participating Member Unit.

## **SECTION THIRTEEN**

### **Governing Law**

This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Illinois.



## **SECTION FOURTEEN**

### **Execution in Counterparts**

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

## **SECTION FIFTEEN**

### **IEMMAS Board**

By agreement by and between each Member Unit to this Agreement, there shall exist a third party Public Agency, created by the Member Unit parties to this agreement, which shall be known as the Illinois Emergency Management Mutual Aid System (hereinafter referred to as “IEMMAS”). IEMMAS that shall be considered a Public Agency, as that term is defined in 5 ILCS 220/2(1). The Public Agency IEMMAS shall have a governing board, consistent with the meaning of the phrase “governing board” in 5 ILCS 220/2(1), which shall be known as the “IEMMAS Board.”

The IEMMAS Board is hereby identified as the authority to consider, adopt and amend from time to time, as needed, rules, procedures, by-laws, and any other matters deemed necessary. For the avoidance of doubt, it is expressly understood that as a Public Body, the IEMMAS Board shall be subject to the Illinois Open Meetings Act (5 ILCS 120/1-1, et seq.), Illinois Freedom of Information Act (5 ILCS 140/1-1, et seq.), and any other laws and regulations of the state for which Public Bodies must comply.

An Initial Governing Board, created upon enactment of the IEMMAS agreement by two or more Public Agencies, shall serve as the IEMMAS Board. One (1) representative from each of

the eight (8) IEMMAS regions, the State of Illinois shall be divided into eight (8) regions as identified by Exhibit A. Such representatives shall be selected by the President of IESMA, and along with the President of IESMA, (a total of nine (9) individuals), who shall serve as the Initial Governing Board of IEMMAS. If a member of the Initial Governing Board is not able to complete their term, the IESMA President shall appoint a replacement with a candidate from the same IEMMAS region as the person who was unable to complete the term. If there are no parties interested in the position from the IEMMAS region, the IESMA President can then appoint a replacement from any of the IEMMAS regions to finish the term.

The Initial Governing Board shall identify the process to be used for the election of the permanent IEMMAS Board members. The proposed election process shall be approved by a vote of the eight (8) interim IEMMAS Regional Directors with a simple majority. If the vote on the election process should result in a split decision, the IESMA president shall cast the tie breaking vote. The Initial Governing Board shall conduct the election process to identify the eight (8) IEMMAS Regional Directors.

After the eight (8) IEMMAS Regional Directors have been duly elected, a date to transfer the responsibilities from the Initial Governing Board to the IEMMAS board shall be determined. Upon the transfer of responsibilities, all governing board powers are hereby transferred to the elected IEMMAS Board.

The composition IEMMAS Board after the Initial Governing Board have served their term shall consist of the following:

- A. Eight (8) IEMMAS Regional Directors elected from each of the eight (8) IEMMAS Regions.
- B. The President of IESMA, or their designee, will hold a permanent, and non-

elective IEMMAS Board membership.

The eight (8) IEMMAS Regional Directors shall serve as the voting representative of their region on IEMMAS matters. Those elected to represent their region on the IEMMAS Board may appoint a designee to serve temporarily in their stead. The eight (8) IEMMAS Regional Directors shall be from a Member Unit within their respective IEMMAS Region and shall have all rights and privileges attendant to a representative of that region. Every Governing Board Member must be affiliated by employment with, or relation to, a signatory Member Unit.

The Public Agency IEMMAS shall have a President, Vice President, Secretary, and Treasurer who shall be appointed by and from the elected members of the IEMMAS Board, at its discretion. The officers shall have the duties, responsibilities and powers accorded to them by the Bylaws of IEMMAS as the Bylaws are established and may be amended from time to time by the IEMMAS Board.

## **SECTION SIXTEEN**

### **Duties of the IEMMAS Board**

The IEMMAS Board shall meet regularly to conduct business and to consider and publish the rules and procedures of the IEMMAS.

## **SECTION SEVENTEEN**

### **Rules and Procedures**

The IEMMAS Board shall establish rules and procedures of the IEMMAS as deemed necessary for the purpose of administrative functions, the exchange of information and the common welfare of the IEMMAS, subject to the laws governing Public Bodies in the State of

Illinois.

## **SECTION EIGHTEEN**

### **Revocation of Prior Agreements**

This Agreement shall replace all prior Illinois Emergency Management Mutual Aid System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2025. Any Member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2025, shall no longer be affiliated with IEMMAS in any capacity, shall not continue to benefit from its prior association with IEMMAS, and shall not rely on IEMMAS for emergency responses, until subsequently rejoining IEMMAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2025, shall be the date set forth next to the signature of that new Member Unit.

## **SECTION NINETEEN**

### **Amendments**

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures of the IEMMAS as established by the IEMMAS Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID SYSTEM Agreement to which this signature page will be attached and agrees to be a party thereto and be bound by the terms thereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF,

This Signatory certifies that this Illinois Emergency Management Mutual Aid System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto. A certified copy of the approving ordinance, resolution or authority, along with the executed Agreement is included and shall be sent to the IEMMAS Board.

In Witness Whereof, the Signatory Public Agency designated below enters into this agreement with all other Signatory Public Agencies who have signed or will sign this agreement pursuant to legal authorization granted to is under the Constitution of the State of Illinois (III. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the final approval required of an entity such as the undersigned Public Agency

\_\_\_\_\_  
Public Agency Name

By: \_\_\_\_\_  
Legally Authorized Agent

Printed Name: \_\_\_\_\_

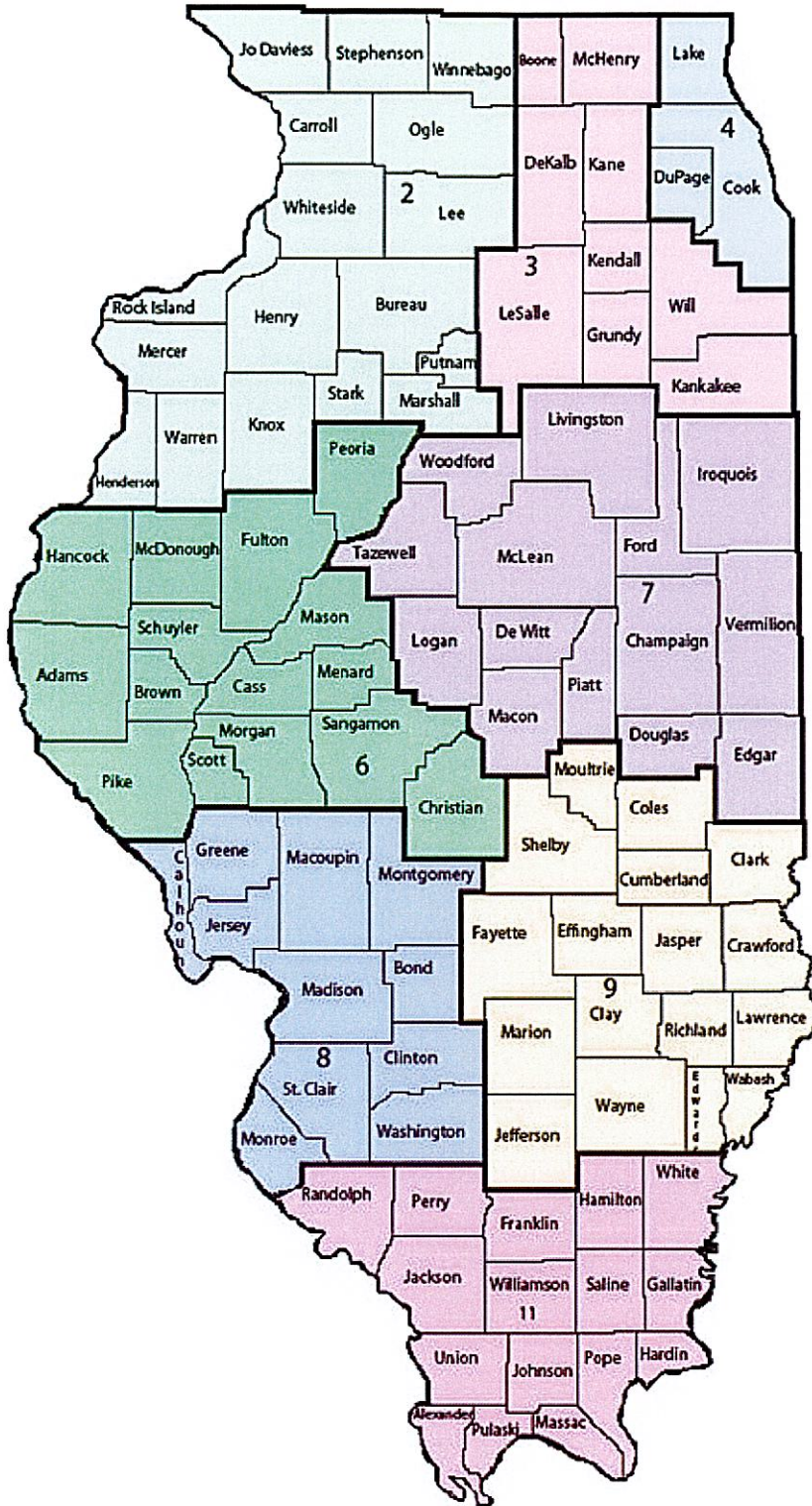
Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of Illinois                    )  
                                                  ) ss  
County of \_\_\_\_\_            )

\_\_\_\_\_, after being duly sworn on oath, deposes and states under penalty of perjury that he/she is the duly authorized agent for the Public Agency shown above, that he/she has read the agreement in its entirety, that the entity shown above the “Public Agency Name” line, above, is a Public Agency within the meaning of 5 ILCS 220/1 et seq. and that he/she signs this document pursuant to proper authority granted by that public agency.

EXHIBIT A







Passed by the Kane County Board on June 11, 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 Amendment to Extend the Professional Healthcare Services Agreement between the County of Kane and the Kane County Child Advocacy Center and the Board of Trustees of the University of Illinois

**Committee Flow:** Judicial/Public Safety, Executive Committee, County Board

**Contact:** Steven Ford, 630-762-2739

### **Budget Information:**

|                                          |                       |
|------------------------------------------|-----------------------|
| Was this item budgeted? Y                | Appropriation Amount: |
| If not budgeted, explain funding source: |                       |

### **Summary:**

This resolution authorizes an amendment that is a renewal of an agreement with the Board of Trustees of the University of Illinois for the provision of healthcare professionals to provide pediatric physician and nurse practitioner services to the victims of sexual or physical abuse at the Child Advocacy Center campus. The parties entered into an agreement for such services in 2015, and seek to continue the arrangement to facilitate the investigation of child serious physical abuse and sexual abuse crimes.



## AMENDMENT #3 TO AGREEMENT (CN-00052911)

### BETWEEN

### THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS AND THE COUNTY OF KANE AND THE KANE COUNTY CHILD ADVOCACY CENTER

**This Amendment #3** ("Amendment") to the Professional Healthcare Agreement ("Agreement"; UIC Contract No. CN-00052911) is made and entered into by and between the Board of Trustees of the University of Illinois, on behalf of the University of Illinois Chicago College of Medicine at Rockford (hereinafter referred to as "University"), and The County of Kane, a body corporate and politic (The "County") and the Kane County Child Advocacy Center, a department of the County of Kane created pursuant to 55 ILCS 80, et seq. (the "CAC"), (collectively, with the County, the "Client"). University and Client shall be collectively referred to herein as "the Parties" and individually as "a Party".

**Whereas**, University and Client entered into the Agreement, last signed on August 23, 2021 and subsequently amended, for University to provide pediatric physician and nurse practitioner services (the "Services") to Client from June 22, 2021 through June 21, 2023; and

**Whereas**, University and Client have performed per the terms of the Agreement and this Amendment, and University has continued to provide the Services from June 21, 2023 through the date of full execution of this Amendment; and

**Whereas**, Client has continued to accept the Services from June 21, 2023 through the date of full execution of this Amendment, and the Parties have been working in good faith to enter into written amendment to extend the term of the Agreement, to set forth these matters in writing below, and to amend the contractual relationship under the said Agreement.

**Now therefore**, in consideration of mutual covenants contained herein, it is agreed by and between the Parties to amend the Agreement as follows:

1. **Article 5: Term and Termination** shall be modified to read as follows:

- A. **"Term of Agreement.** The term of this Agreement shall continue through June 21, 2024 and shall extend for twelve months unless terminated as provided herein, or extended by amendment or renewal options to this Agreement. This Agreement is renewable by mutual written agreement under the same terms and conditions for three (3) additional twelve-month terms. This Agreement is not automatically renewable.

The Parties agree to negotiate regarding any renewal of this Agreement and the terms thereof, commencing not less than 90 days prior to the end of the Initial Term. Neither Party shall be liable to the other for compensation, reimbursement for investments or expenses, lost profits or goodwill, or damages of any other kind or character, because of any exercise of its right to terminate this Agreement, as provided hereunder, or because of any exercise of its right not to renew the term of this Agreement"

2. In all other respects, the Agreement is hereby reaffirmed and ratified.

**In witness whereof**, University and Client have caused this Amendment #3 to be executed on the date and year last written below.

**THE BOARD OF TRUSTEES OF THE  
UNIVERSITY OF ILLINOIS**

By: \_\_\_\_\_  
Paul N. Ellinger, Comptroller

Date:

**COUNTY OF KANE**

By: \_\_\_\_\_  
Corinne M. Pierog,  
Kane County Board Chairman

Date:

**KANE COUNTY CHILD ADVOCACY CENTER**

By: \_\_\_\_\_  
Lori Schmidt, Executive Director

Date:



2. **CHARITABLE:** An organization or institution organized and operated to benefit an indefinite number of the public. The service rendered to those eligible for benefits must also confer some benefit on the public.
3. **EDUCATIONAL:** An organization or institution organized and operated to provide systematic instruction in useful branches of learning by methods common to schools and institutions of learning which compare favorably in their scope and intensity with the course of study presented in tax supported schools.
4. **FIRE PROTECTION AGENCY:** An agency of this State or a unit of local government in this State that is vested by law or ordinance with the duty to protect life and property from fire and explosion.
5. **FRATERNAL:** An organization of persons having a common interest, the primary interest of which is to both promote the welfare of its members and to provide assistance to the general public in such a way as to lessen the burdens of government by caring for those that otherwise would be cared for by the government.
6. **KEY LOCATION:** The location where the winning chances in the raffle are determined or where a poker run concludes and the prizes are awarded.
7. **LABOR:** An organization composed of workers organized with the objective of betterment of the conditions of those engaged in such pursuit and the development of a higher degree of efficiency in their respective occupations.
8. **LAW ENFORCEMENT AGENCY:** An agency of this State or a unit of local government in this State that is vested by law or ordinance with the duty to maintain public order and to enforce criminal laws or ordinances.
9. **NET PROCEEDS:** The gross receipts from the conduct of raffles, less reasonable sums expended for prizes, local license fees, and other operating expenses incurred as a result of operating a raffle.
10. **NONPROFIT:** An organization or institution organized and conducted on a not for profit basis with no personal profit inuring to anyone as a result of the operation.
11. **POKER RUN:** A prize-awarding event organized by an organization licensed under this Ordinance in which participants travel to multiple predetermined locations, including a Key Location, to play a randomized game based on an element of chance. "Poker run" includes dice runs, marble runs, or other events where the objective is to build the best hand or highest score by obtaining an item or playing a randomized game at each location.
12. **RAFFLE:** A form of lottery, as defined in subsection (b) of Section 28-2 of the Criminal Code of 2012, conducted by an organization licensed under Illinois law in which the player pays or agrees to pay something of value for a chance, represented

and differentiated by a number or by way of a combination of numbers or by some other medium, one or more of which chances is to be designated the winning chance and the winning chance is to be determined through a drawing or by some other method based on an element of chance by an act or set of acts on the part of the persons conducting or connected with the lottery except the winning chance shall not be determined by the outcome of a publicly exhibited sporting contest.

13. RELIGIOUS: Any church, congregation, society, or organization founded for the purpose of religious worship.

14. VETERANS: An organization or association composed of members of which substantially all are individuals who are veterans or spouses, widows, or widowers of veterans, the primary purpose of which is to promote the welfare of its members and to provide assistance to the general public in such a way as to confer a public benefit.

#### **Section D. Permissible Applicants**

Raffle and poker run licenses shall be issued only to bona fide religious, charitable, labor, business, fraternal, educational, veterans and other bona fide not-for-profit organizations that operate without profit to their members and which have been in existence continuously for a period of five (5) years immediately before making application for a license and which have had during that entire five (5) year period been engaged in carrying out their objectives or to a non-profit fundraising organization that the licensing authority determines is organized for the sole purpose of providing financial assistance to an identified individual or group of individuals suffering extreme financial hardship as the result of an illness, disability, accident or disaster. Law enforcement agencies and statewide associations that represent law enforcement officials are permissible applicants.

Fire protection agencies and associations that represent fire protection officials are also permissible applicants.

#### **Section E. Application Requirements**

No person, firm or corporation shall conduct raffles or poker runs without having first obtained a license as herein specified. The license and application for a license must specify the following:

1. The name and address of the applicant and the type of organization of the applicant.
2. The Key Location(s), as defined in Section C5 above, for the raffle or poker run.
3. The time period during which raffle chances will be sold or issued. The time period during which a poker run will be conducted and the name and address of each poker run's predetermined locations.
4. The place and date of chartering or incorporation of the applicant, if applicable

5. The time or times of determination of winning chances.
6. A list of prizes and the retail value of each prize to be awarded in a single raffle.
7. The price to be charged for each raffle chance issued or sold.
8. The license application must contain a sworn statement attesting to the not-for-profit character of the prospective licensee organization, signed by the presiding officer and the secretary of that organization.

### **Section F. Ineligible Applicants**

The following are ineligible for any license under this Ordinance:

1. Any person whose felony conviction will impair the person's ability to engage in the license position;
2. Any person who is or has been a professional gambler or professional gambling promoter;
3. Any person who is not of good moral character;
4. Any organization in which a person defined in Section F 1, F2, or F3, above has a proprietary, equitable or credit interest, or in which such person is active or employed.
5. Any organization in which a person defined in Section F 1, F2, or F3, above is an officer, director, or employee, whether compensated or not; and
6. Any organization in which a person defined in Section F 1, F2, or F3, above is to participate in the management or operation of a raffle or poker run as defined in this Ordinance.
7. If the Licensing Agent refuses to issue a license to the applicant, the applicant will be notified of the denial in writing. The notice will include the following: (a) a statement about the decision to refuse to issue a license; (b) a list of the convictions of the licensing authority will impair the applicant's ability to engage in the position for which a license is sought; (c) a list of convictions forming the sole or partial basis for the refusal to issue a license; (d) and a summary of the appeal process or the earliest the applicant might reapply for a license, whichever is applicable. Review of any such denial will consider the factors enumerated in 230 ILCS 5/3.1(b).

### **Section G. Conduct of Raffles and Poker Runs**

1. The entire net proceeds of any raffle or poker run must be exclusively devoted to the lawful purposes of the organization permitted to conduct that game.
2. No person except a bona fide director, officer, employee, or member of the sponsoring organization may manage or participate in the management or operation of



the raffle or poker run. No person may receive any remuneration or profit for managing or participating in the management or operation of the raffle or poker run. However, sponsoring organizations may contract with third parties who, acting at the direction of and under the supervision of the sponsoring organization, provide bona fide services to the sponsoring organization in connection with the operation of a raffle and may pay reasonable compensation for such services. Such services include the following: (a) advertising, marketing and promotion, (b) legal, (c) procurement of goods, prizes, wares and merchandise for the purpose of operating the raffle, (d) rent, if the premises upon which the raffle will be held is rented, (e) accounting, auditing and bookkeeping, (f) website hosting (g) mailing and delivery, (h) banking and payment processing, and (i) other services relating to the operation of the raffle.

3. A licensee may rent the premises on which to determine the winning chance or chances in a raffle provided that the rent is not determined by a percentage of the receipts or profits from the raffle.

4. Raffle chances may be sold throughout the state, including beyond the borders of Kane County but winning chances may be determined only at those locations specified on the license for a raffle.

5. A person under the age of 18 years may participate in the conducting of raffles or chances or poker runs only with the permission of a parent or guardian. A person under the age of 18 years may be within the area where winning chances at a raffle or winning hands or scores in a poker run are being determined only when accompanied by his or her parent or guardian.

#### **Section H. Raffle Manager; Bond**

All management, operation, and conduct of raffle shall be under the supervision of a single raffle manager designated by the organization. The manager shall give a fidelity bond in an amount in an amount equal to the sum of the aggregate retail value of the prizes as set out in the application in favor of the organization conditioned upon his or her honesty in the performance of his or her duties. Terms of the bond shall provide that notice shall be given in writing to the Licensing Agent not less than 30 days prior to its cancellation. If the retail value of the prizes exceeds fifteen thousand dollars (\$15,000.00), such bond shall be a corporate surety. The Kane County Board may waive this bond requirement by including a waiver provision provided that a license containing such waiver provision shall be granted only by the affirmative vote of the requisite number of members of the licensed organization or if the licensed organization does not have members, of members of the governing board of the organization, to constitute an affirmative action of the licensed organization. Nothing in this section shall be deemed to apply to poker runs.

#### **Section I. Records**

1. Each organization licensed to conduct raffles and chances or poker run events shall keep records of its gross receipts, expenses, and net proceeds for each single gathering or occasion at which winning chances in a raffle or winning hands or scores

in a poker run are determined. All deductions from gross receipts for each single gathering or occasion shall be documented with receipts or other records indicating the amount, a description of any purchased items or service or other reason for the deduction, and the recipient. The distribution of net proceeds shall be itemized as to the payee, purpose, amount, and date of payment.

2. Gross receipts from the operation of raffles or poker runs shall be segregated from other revenues of the organization, including bingo gross receipts if bingo games are also conducted by the same nonprofit organization pursuant to a license therefore issued by the Illinois Department of Revenue, and placed in a separate account. Each organization shall have separate records of its raffles and poker runs. The personal accounts for gross receipts, expenses, and net proceeds from the operation of raffles and poker runs shall not be the same person who accounts for other revenues of the organization.

3. Each organization licensed to conduct raffles or poker runs shall report promptly after the conclusion of each raffle or poker run to its membership or, if the organization does not have members, to its governing board. Each organization licensed to conduct raffles or poker runs shall report promptly to Licensing Agent its gross receipts, expenses, and net proceeds from the raffle or poker run, and the distribution of net proceeds itemized as required herein.

4. Records required by this ordinance shall be preserved for 3 years. An organization shall make available the records relating to the operation of raffles or poker runs for public inspection at reasonable times and places.

**Section J. Raffle and Poker Run License Fees**

Aggregate prize value less than \$500.00, no fee and considered automatically licensed without the necessity of an application; aggregate prize value \$500.00 to \$5,000.00, fee of \$14.00; aggregate prize value \$5,001.00 to \$500,000.00 or more, fee of \$25.00.

**Section K. Violations; Penalties**

Violation of this Ordinance or any section or subsection hereof shall be chargeable as an ordinance violation with a fine not to exceed \$1,000.00 per violation of each section or subsection or in such amount as prescribed in 55 ILCS 5/5-1113, as from time to time amended.

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



## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

### Title

Repealing Section 14-2 of the Kane County Code (Licenses for Raffles) and Replacing it with a New Section 14-2 to be Entitled Licenses for Raffles and Poker Runs

### **Committee Flow:**

Public Service Committee, Executive Committee, County Board

### **Contact:**

John Cunningham, 630.232.5950

### **Budget Information:**

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

### **Summary:**

This ordinance repeals the old Section 14-2 of the Kane County Code as it relates to Licenses and Raffles and replaces it with a new Section 14-2 to be entitled "Licenses for Raffles and Poker Runs." Specifically, since an amendment to the authorizing Illinois statute, it adds the new definition term "Fire Protection Agency" and adds new text referencing same under subheading "Permissible Applicants."



NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the Department Heads, Human Resources Department, and Finance Department, are authorized to execute any documentation as needed to carry out the personnel policy changes pursuant to this resolution.

*Line Item:* 302.520.522.4000, Various

*Line Item Description:* Transportation - Salaries & Wages, 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 June 11, 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 Job Position and Title Changes for the Kane County Division of Transportation

### **Committee Flow:**

Transportation Committee, Executive Committee, County Board

### **Contact:**

Tom Rickert, 630.405.7305

### **Budget Information:**

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

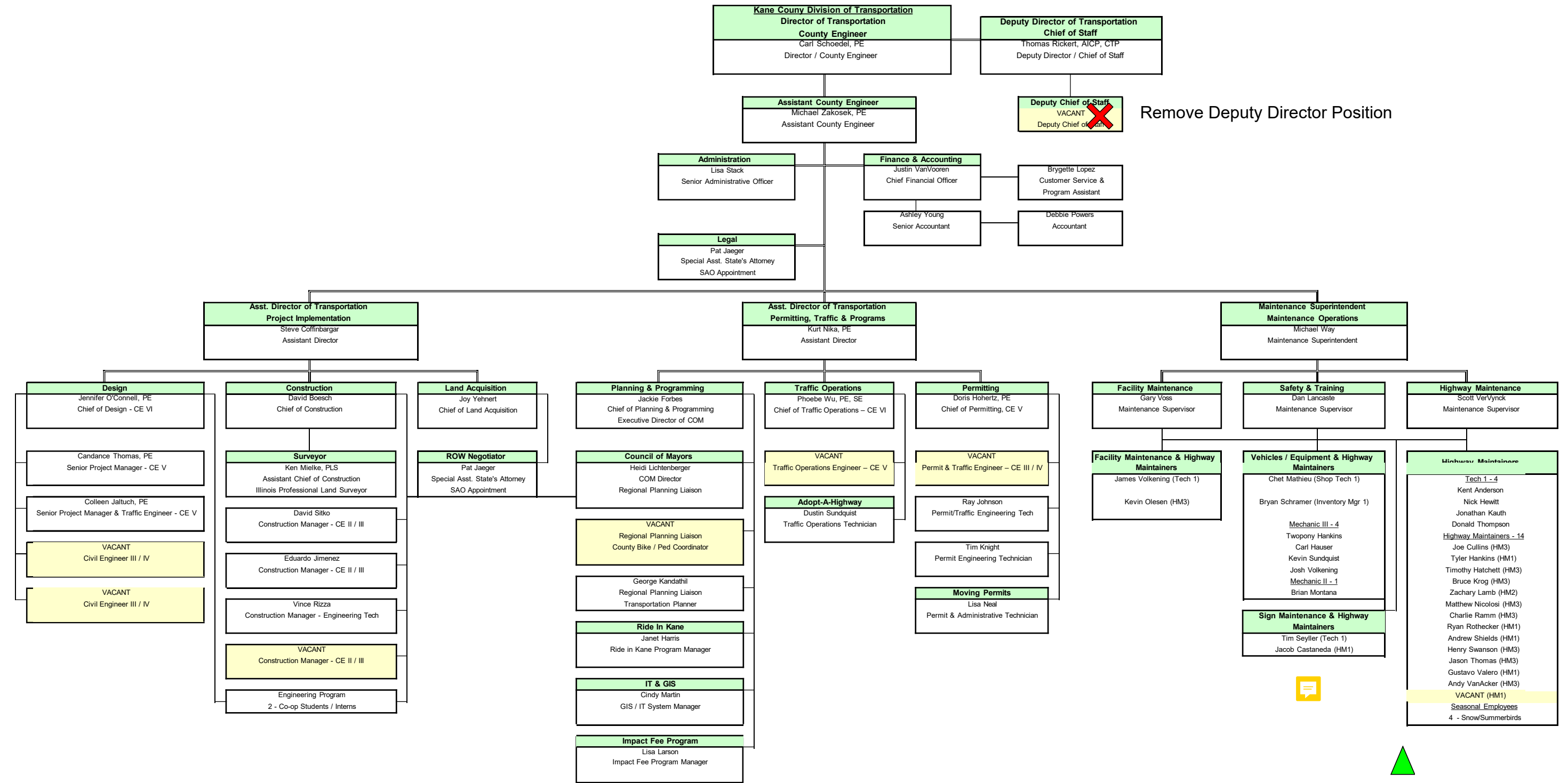
### **Summary:**

The County's Compensation and Position Management Policy requires position and job title changes to be approved by the Kane County Board.

KDOT is requesting a mid-year change of an existing position and job title to address the department's organizational needs in order to provide for the safety of the public and enhance the efficient movement of all modes of transportation. The proposed change is to eliminate the existing position of Deputy Chief of Staff (Position # 952012013) and to create a new Highway Maintainer I (Position # 952017070). This change also equates to a reduction of approximately \$30,000 in personnel expenditures for KDOT.

The additional Highway Maintainer has been prioritized by KDOT to address operational changes and additional roadway miles that have been and that are being added to the County Highway System (Dauberman, Longmeadow, etc.). KDOT's number one priority is safety for staff and the public. Operational steps are necessary to address the ever increasing distracted/aggressive driving while also maintaining the same level of service that the public has come to know and expect.

Staff recommends approval.









## 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. Lecco-Czaja Family  
Main Street from Dauberman Road to Owens Road.  
1.75 Miles (Both Sides)

#### RENEWAL:

1. Boy Scout Troop 7  
Hughes Road from Fabyan Parkway to Bunker Road  
1.5 Miles (Both Sides)
2. The Swedberg Family  
Kirk Road from Division Street to IL Route 38  
1 Mile (West Side)
3. The King Family  
Bowes Road from Nolan Road to Nesler Road  
1 Mile (Both Sides)
4. Boy Scout Troop 11 Aurora  
Orchard Road from Prairie Street to Galena Boulevard  
1 Mile (East Side)
5. Troop 53 Aurora  
Jericho Road from Orchard Road to Barnes Road  
.5 Mile (Both Sides)

**EXHIBIT A**

| <u>Applicants (NEW)</u> | <u>Road</u>                                   | <u>Distance</u>            |
|-------------------------|-----------------------------------------------|----------------------------|
| Lecco/Czaja Family      | Main Street from Dauberman Road to Owens Road | 1.75 Miles<br>(Both Sides) |
|                         |                                               |                            |
|                         |                                               |                            |

| <u>Applicants (RENEWAL)</u>  | <u>Road</u>                                          | <u>Distance</u>           |
|------------------------------|------------------------------------------------------|---------------------------|
| Boy Scout Troop 7            | Hughes Road from Fabyan Parkway to Bunker Road       | 1.5 Miles<br>(Both Sides) |
| The Swedberg Family          | Kirk Road from Division Street to IL Route 38        | 1 Mile<br>(West Side)     |
| The King Family              | Bowes Road from Nolan Road to Nesler Road            | 1 Mile<br>(Both Sides)    |
| Boy Scout Troop 11<br>Aurora | Orchard Road from Prairie Street to Galena Boulevard | 1 Mile<br>(East Side)     |
| Troop 53 Aurora              | Jericho Road from Orchard Road to Barnes Road        | .5 Mile<br>(Both Sides)   |
|                              |                                                      |                           |





Passed by the Kane County Board on June 11, 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 Technical Services Agreement between the Regional Transportation Authority and the County of Kane for the Ride in Kane Program, Contract Number S5310-2021-11, Federal Project Number IL-2022-025, FY2020-21 Section 5310 Mobility Management (Transfer Funds)

### **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 Ride in Kane program utilizes federal Section 5310 funding for mobility management. The Regional Transportation Authority (RTA) is the direct recipient of the funding and County of Kane acts as a sub recipient. This Technical Services Agreement with the RTA provides \$85,276.00 in Section 5310 Federal Transit Funds for Mobility Management costs related to the Ride in Kane program. This amount represents the 80% federal share, with the County of Kane providing the required 20% local matching funds. This is a reimbursement program and no additional funds are needed for this award. The salaries are covered by the County of Kane annual budget and 80% of the mobility management cost, up to the awarded amount, is reimbursed by the RTA.

Staff recommends approval.

**TECHNICAL SERVICES AGREEMENT**

**between**

**THE REGIONAL TRANSPORTATION AUTHORITY**

**and**

**COUNTY OF KANE**

**Contract No.: [S5310-2021-11](#)**

**CFDA No.: 20.512**

**Federal Project No.: IL-2022-025**

**Award Date: 5/16/2022**

**SAM No. JDR6EZ6HML25**

**TABLE OF CONTENTS**

ARTICLE I: DEFINITIONS .....1

ARTICLE II: THE RECIPIENT’S AUTHORITY AND COMMITMENT .....2

ARTICLE III: TERM OF AGREEMENT .....2

ARTICLE IV: TECHNICAL SERVICES AGREEMENT .....2

ARTICLE V: METHOD OF FUNDING .....4

ARTICLE VI: ACCOMPLISHMENT OF THE PROJECT(S).....4

ARTICLE VII: PASS-THROUGH FUNDING PROVISIONS.....6

ARTICLE VIII: PROJECT ADMINISTRATION AND MANAGEMENT .....7

ARTICLE IX: REQUISITION, PAYMENT PROCEDURES, AND RECORD KEEPING.....7

ARTICLE X: RIGHT OF THE RTA TO TERMINATE .....10

ARTICLE XI: SETTLEMENT AND CLOSE-OUT .....11

ARTICLE XII: PROCUREMENT .....11

ARTICLE XIII: THIRD-PARTY CONTRACT DISPUTES OR BREACHES.....13

ARTICLE XIV: ASSIGNMENT OF CONTRACT -- SUBCONTRACTORS.....13

ARTICLE XV: INDEMNIFICATION .....13

ARTICLE XVI: INDEPENDENCE OF RECIPIENT .....14

ARTICLE XVII: NON-COLLUSION .....14

ARTICLE XVIII: CONFLICTS OF INTEREST .....14

ARTICLE XIX: RECIPIENT’S RESPONSIBILITY FOR COMPLIANCE.....15

ARTICLE XX: LABOR LAW COMPLIANCE .....15

ARTICLE XXI: CIVIL RIGHTS.....16

ARTICLE XXII: ENVIRONMENTAL COMPLIANCE .....21

ARTICLE XXIII: DRUG FREE WORKPLACE .....21

ARTICLE XXIV: RESTRICTIONS ON LOBBYING.....22

ARTICLE XXV: PUBLIC RELATION .....22

ARTICLE XXVI: SEVERABILITY .....22

ARTICLE XXVII: ASSIGNMENT AND AGREEMENT.....23

ARTICLE XXVIII: AMENDMENT .....23

ARTICLE XXIX: TITLES.....23

ARTICLE XXX: OWNERSHIP OF DOCUMENTS/TITLE TO WORK .....23

ARTICLE XXXI: ETHICS.....25

ARTICLE XXXII: PRIVACY.....25

ARTICLE XXXIII: DOCUMENTS FORMING THIS AGREEMENT.....26

ARTICLE XXXIV: SPECIAL CONDITIONS .....26

ARTICLE XXXV: MISCELLANEOUS .....26



This Technical Services Agreement (this "Agreement") is made by and between the Regional Transportation Authority, a municipal corporation and body politic formed under the laws of Illinois (the "RTA") and County of Kane, a municipal corporation and body politic formed under the laws of the State of Illinois, hereinafter referred to as "Recipient" (also referred to as "Grantee," which term shall include its successors, assigns and subrecipients/subgrantees)<sup>1</sup> as of April 01, 2024.

WHEREAS, the Recipient wishes to undertake one or more public transportation projects;  
and

WHEREAS, the Recipient has made application to the RTA for financial assistance or financial and technical assistance for the project(s) in accordance with the procedures established by the RTA; and

WHEREAS, the Recipient's application has been reviewed and approved by the RTA;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, this Agreement is made to provide financial assistance or financial and technical assistance to the Recipient in the form of a technical services agreement, to set forth the terms and conditions upon which the Agreement will be made, and to set forth the Agreement of the parties as to the manner in which the project(s) will be undertaken, completed, and used.

#### **ARTICLE I: DEFINITIONS**

1.1 "Allowable Cost" means an expense with respect to the Project(s) which meets the requirements of Article IX of this Agreement.

1.2 "Application" means the application submitted by the Recipient with respect to the Project(s). In the event of a conflict between the Application and the attached Exhibit A, Scope of Services, Exhibit A shall govern.

1.3 "Local Share" means that portion of the Net Project Cost of each Project provided by the Recipient pursuant to this Agreement.

1.4 "Net Project Cost" means the sum of the allowable costs incurred in performing the work on each Project, including work done by the Recipient.

1.5 "Project(s)" means the scope of specific activities for which the funds provided in this Agreement are to be expended, as set forth in Exhibit A, Scope of Services and in the plans, specifications, and schedules set forth in the Application.

---

<sup>1</sup> This document incorporates Federal Certifications and Assurances copied incorporated verbatim from federal circulars. The Certifications and Assurances also use the terms "Recipient," "Subrecipient" and "Applicant" interchangeably. The terms of this agreement and all federal requirements apply to any recipient of federal funds regardless of its status as Recipient, Subrecipient, Grantee, Subgrantee or Applicant, vis-à-vis the federal granting agency.

1.6 "Project Budget" means the anticipated Net Project Cost for each Project as shown in Exhibit B, Project Budget, as may be amended from time to time by the Recipient with RTA approval and in a format approved by the RTA.

1.7 "Project Facilities" means any facilities, equipment, or real property purchased, acquired, constructed, improved, renovated, or refurbished as part of each Project through the application of the RTA's Agreement funds.

1.8 "Service Life" shall mean, with respect to each Project Facility, the period set forth with respect to such Project Facility on Exhibit B, if applicable.

## **ARTICLE II: THE RECIPIENT'S AUTHORITY AND COMMITMENT**

2.1 The Recipient represents and warrants that it has the legal authority and the financial, technical, and managerial capacity to apply for, plan, manage, and complete the Project(s) for which funding is being provided under this Agreement.

2.2 The Recipient acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the United States or State of Illinois in connection with this Project, they reserve the right to impose on the Recipient the penalties of 18 USC 1001, 49 USC 5307, 31 USC 3801, and 49 CFR 31, as they may deem appropriate. Recipient agrees to include this clause in all state and federally-assisted contracts and subcontracts.

2.3 The Recipient agrees to undertake and complete the scope of each Project as set out in Exhibit A, Scope of Services, and in accordance with the Project Budget as set out in Exhibit B, Project Budget, and to provide for the use of Project Facilities as described in Exhibit A and the Application, in accordance with this Agreement and all applicable laws.

## **ARTICLE III: TERM OF AGREEMENT**

3.1 The term of this Agreement shall be from April 01, 2024 to April 31, 2027.

## **ARTICLE IV: TECHNICAL SERVICES AGREEMENT**

4.1 RTA Budget Commitment.

(a) Subject to the annual appropriation of funds by the RTA, the RTA hereby commits to provide the funds pursuant to paragraph 4.1(b) and as listed in Exhibit B, Project Budget, for the Project(s) in Exhibit A, Scope of Services.

(b) The RTA will provide 80.00% of the aggregate actual cost of all Projects as set forth on Exhibit B or \$85,276.00, whichever is less. The RTA shall have no liability regarding any Project funded by this Agreement in excess of the funds actually appropriated for the Project.

#### 4.2 Recipient Commitment to Complete Project(s) or Seek Amendment.

Subject to the RTA's appropriation of the funds described in paragraph 4.1, the Recipient agrees to complete the scope of all the Projects, and to provide funding up to the amount of Local Share of the Project Budget, or to seek an amendment in accordance with this subparagraph. The Recipient shall request an amendment to the Agreement in order to (1) add or delete a Project, (2) change the scope of any Project, or (3) change the Project Budget(s).

#### 4.3 Conformity with Project Budget.

(a) The Recipient shall carry out each Project and shall incur obligations against and disburse Project funds only in conformance with the latest approved Project Budget attached hereto as Exhibit B. A proposed revised Project Budget shall accompany any request to amend this Agreement.

(b) The Recipient must seek the prior approval of the RTA to revise the Project Budget(s) to increase or decrease the estimated Net Project Cost. In making this request the Recipient must demonstrate the following:

(1) A justifiable rationale for the revision in a particular Project;

(2) The revised budget for the Project covers the full scope of the Project funded under this Agreement, i.e., the revised budget of the Project is intended to be adequate for the completion of the Project;

(3) There are sufficient unspent funds in the Agreement contingency, should one be part of this Agreement, or any other Project which may be reallocated to the revised budget of the revised Project;

(4) The funds remaining in the Agreement contingency, should one be part of this Agreement, or any other Project after reallocation of funds to the revised budget for the Project are sufficient to provide for the uncompleted portions of all other Projects within the Agreement; and

(5) The proposed revision will not cause the aggregate amount of all Project Budgets as set forth on Exhibit B to be exceeded.

#### 4.4 Conformity with Program Management Plan (PMP).

(a) The Recipient shall adhere to the Program Management Plan (PMP) as included in Exhibit E.

## **ARTICLE V: METHOD OF FUNDING**

5.1 The RTA may finance its obligations, or any portion thereof, under this Agreement in any way it deems, in its sole discretion, to be most advantageous and fiscally sound, provided that nothing in this Agreement shall cause the Recipient to be obligated to any creditor of the RTA with respect to such financing.

5.2 All or part of any share of the Net Project Cost to be contributed by the Recipient may, with the express written prior approval of the RTA, be provided by the Recipient in the form of contributions of professional, technical or other services. The amount or value of any share of the Net Project Cost contributed by the Recipient is shown in Exhibit B.

5.3 In the event that the Recipient receives funds from any source with respect to the completion of the Project which do not appear in Exhibit B and were not included in determining the RTA share under paragraph 4.1(b) of this Agreement, the amount of this Agreement shall be recalculated and a proportionate amount of the RTA funding shall be refunded to the RTA. Such funds include, but are not limited to, the proceeds of any sale and leaseback arrangement with respect to Project Facilities, if any. This Section 5.3 shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise for a period equal to the Service Life of the relevant Project Facility.

## **ARTICLE VI: ACCOMPLISHMENT OF THE PROJECT(S)**

### **6.1 General.**

(a) The Recipient shall commence, carry on, and complete the Project(s) with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement. The Recipient shall cause all contractors involved with the Project(s) to deliver and complete the Project(s) in accordance with the Project schedules submitted at time of application or as revised pursuant to paragraph 6.2(b) of this Agreement.

(b) In performance of its obligations pursuant to this Agreement, the Recipient and the contractors shall comply with all applicable provisions of federal, state, and local law. Specifically, Recipient and contractors agree to administer the Project in accordance with the applicable federal and state provisions, including all applicable Federal Transit Administration (hereinafter referred to as "FTA") Circulars and 49 CFR 18 and 19. All limits and standards set forth in this Agreement to be observed in the performance of a Project are minimum requirements and shall not affect the application of more restrictive standards to the performance of the Project.

(c) At or prior to the time that funds are needed to meet Project costs, the Recipient shall initiate and prosecute to completion all proceedings necessary to enable the Recipient to provide any share of the Net Project Cost which is to be provided by the Recipient.

(d) Nothing in this Agreement is intended to subject the RTA to any obligations or liabilities to contractors of the Recipient, or their respective subcontractors, or any other person not a party to this Agreement in connection with the performance of any Project pursuant to the provisions of this Agreement, notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

## 6.2 Project Completion.

(a) Any failure, except a force majeure event or any other reason beyond the control of the Recipient, to make progress which significantly endangers substantial performance of a Project within a reasonable time shall be deemed to be a violation of the terms of this Agreement.

(b) The Recipient shall complete each Project in accordance with the Project completion date provided at time of application or as revised. In the event the Recipient determines that, for whatever reason, a Project cannot be completed in accordance with the Project schedule, the Recipient shall immediately notify the RTA in writing, within thirty days, of: 1) the nature and extent of the delay; 2) the reason or reasons for the delay; 3) the adjustments to the Project schedule which can be made to ensure that the Project is completed on schedule; and 4) if the Project cannot be completed on schedule, the implications on the Project Budget due to the delay.

## 6.3 Use of Facilities.

(a) The Project Facilities, if any, shall be used by the Recipient as described in the Recipient's final, approved Application.

(b) If during the Service Life, the Project Facilities are not used in this manner, are sold or are otherwise disposed of, or are withdrawn from mass transportation service at the initiative of the Recipient (if applicable), the Recipient shall immediately notify the RTA and shall, at the RTA's discretion, remit to the RTA a proportional amount of the fair market value, if any, of the Project Facilities (determined on the basis of the ratio of the amounts paid by the RTA pursuant to this Agreement to the total cost of such Project Facilities). The fair market value shall be deemed to be the value of the Project Facilities as determined by a competent appraisal conducted as soon as feasible after such withdrawal or misuse occurs; or the actual proceeds from the public sale of such property, whichever is approved by the RTA; or, for rolling stock, the unamortized value of the remaining service life per unit based on straight-line depreciation of the original purchase price. Any appraiser employed for such purposes shall be subject to disapproval by the RTA on the grounds that it is not an independent appraiser.

(c) The Recipient shall maintain, in an amount and form satisfactory to the RTA, insurance or self-insurance with such reserves as will be adequate to protect Project Facilities throughout the period of their useful lives. The cost of such insurance shall not be an Allowable Cost for the Projects.

(d) This Section 6.3 shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise, for a period equal to the Service Life of the relevant Project Facility.

## **ARTICLE VII: PASS-THROUGH FUNDING PROVISIONS**

7.1 If this Agreement provides any portion of funding for which the RTA receives funds from a governmental entity subject to agreement, grant, or contract, the provisions contained therein and as detailed in the attached Exhibit C, Federal Certifications and Assurances, are hereby incorporated by reference and made a part of this Agreement. If the recipient will receive federal funds pursuant to this grant, the Master Agreement between RTA and the U.S. Department of Transportation, as may be amended from time to time, is also incorporated and made part of this Agreement. The Master Agreement may be found [here](#), or an updated copy may be requested from RTA. The provisions and requirements of the Master Agreement shall flow down to all sub-recipients and third parties at every tier and must be expressly incorporated into all procurement and non-procurement awards involving funds provided pursuant to this Agreement. The Recipient shall carry out each Project in such a manner as to comply with the requirements contained herein and the requirements of any governmental agreement, rules and regulations applicable to this Project. If it is not possible to carry out the project in such a manner, the Recipient shall, as soon as practicable, notify the RTA in writing of the specific provisions of each agreement, rule or regulation in conflict and reasons for conflict in order that appropriate arrangements may be made between the parties and any governmental entity to permit the Project to proceed.

7.2 The Recipient acknowledges that federal and state governmental requirements may change and the changed requirements will apply to the Project as required. The Recipient acknowledges that a reference to a specific law in this Agreement is considered to be a reference to 1) such law as it may be amended, modified or supplemented from time to time, 2) all regulations and rules pertaining to or promulgated pursuant to such law, (c) the successor to the law resulting from recodification or similar reorganizing of laws and (d) all future laws pertaining to the same or similar subject matter. The Recipient agrees to include in all subcontracts or lower tier agreements specific notice to this effect.

7.3 The Illinois Department of Transportation (IDOT) and the FTA shall not be subject to any obligations or liabilities by or to the Recipient or contractors of the Recipient or their subcontractors or any other person not party to this Agreement in connection with the performance of this Project, without their respective express written consent, notwithstanding the concurrence in or approval of the solicitation or the award by IDOT or FTA to such contractors or subcontractor(s). The Recipient agrees to include this clause in each subcontract or lower tier agreement financed in whole or in part with federal and/or state assistance.

## **ARTICLE VIII: PROJECT ADMINISTRATION AND MANAGEMENT**

### **8.1 Project Management.**

(a) The Recipient is responsible for administration and management of each Project.

(b) The RTA or its designee may conduct periodic on-site inspections of each Project to evaluate the effectiveness of the Recipient's arrangement for supervision and inspection and to evaluate the work done on the Project and adherence to this Agreement. The Recipient shall provide reasonable access to its premises, or cause its contractors to provide reasonable access to their premises, for the RTA and its designee to permit these inspections. Inspection of, or concurrence by, RTA in Project work does not relieve the Recipient of its responsibilities and liabilities. Any inspection must be coordinated with the Recipient's personnel for purposes of providing reasonable notice and adhering to safety regulations.

(c) Any Project management plan or amendment to such plan provided pursuant to any governmental agreement, grant or contract for any Project in this Agreement shall require written approval of the RTA.

(d) The Recipient shall report to the RTA regarding all Projects in this Agreement and shall provide to the RTA such information that the RTA deems necessary to meet its reporting responsibilities or other requests from the FTA or any other governmental agency. When requesting reimbursement from the RTA, the Recipient will be required to submit detailed requisitions and progress reports supported by properly executed payrolls, time records, invoices, contracts, or vouchers, evidencing in detail the nature and propriety of the charges.

## **ARTICLE IX: REQUISITION, PAYMENT PROCEDURES, AND RECORD KEEPING**

9.1 The Recipient shall establish and maintain as a separate set of accounts, or as an integral part of its current accounting scheme, accounts for each Project in conformity with requirements established by the RTA.

### **9.2 Allowable Costs.**

Funds provided by the RTA under this Agreement shall only be used to pay or reimburse the Recipient for allowable costs for a Project which meets all of the requirements set forth below:

(a) They shall be made in conformance with the final, approved Exhibit A, Scope of Services, and Exhibit B, Project Budget(s), and all other provisions of this Agreement;

(b) They shall be necessary in order to accomplish the Project;

(c) They shall be reasonable in amount for the goods or services purchased;

(d) They shall be actual net costs to the Recipient (i.e., the price paid minus any refunds, rebates, or other items of value received by the Recipient which have the effect of reducing the cost actually incurred);

(e) They shall be incurred (and for work performed) after the effective date of this Agreement, unless specific authorization from the RTA to the contrary is received (in no event will the RTA provide funding to reimburse expenses incurred after expiration of this Agreement);

(f) To the extent applicable, they shall be in conformance with the standards for allowability of costs established by IDOT. State of Illinois rates apply for travel, lodging, meals and other expenses, as applicable.

(g) They shall be satisfactorily documented;

(h) They shall be treated uniformly and consistently under accounting principles and procedures approved or prescribed by generally accepted accounting principles, and those approved or prescribed by the Recipient for its contractors; and

(i) They shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges. (In the event that it may be impractical to determine exact costs of indirect or service functions, allowable costs will include such allowances for these costs as may be approved by the RTA.)

### 9.3 Payment Procedures.

(a) The Recipient may make requests for payment of allowable costs under the Agreement, and the RTA shall honor such requests in the manner set forth in this paragraph. In order to receive payments, the Recipient shall:

- (1) Execute and submit to the RTA a requisition for approval by the RTA;
- (2) Have submitted all financial, progress, and other reports required by the RTA; and
- (3) Have received approval by the RTA for any budget revisions required to cover all costs to be incurred by the end of the requisition period.

(b) Upon receipt of the completed requisition form and the accompanying information in satisfactory form, the RTA shall process the requisition. If the Recipient is complying with its obligations pursuant to the Agreement, the RTA shall reimburse apparent allowable costs incurred by the Recipient up to the maximum amount of the RTA Agreement funds. Such reimbursement shall be made within sixty (60) days after receipt of each request for same from the recipient. However, reimbursement of any cost pursuant to this paragraph shall not constitute a final determination by the RTA of the allowability of such cost and shall not constitute a waiver of any



violation of the terms of this Agreement committed by the Recipient. The RTA will make a final determination as to the allowability of costs only after a final audit of the Agreement has been conducted pursuant to Article XI of the Agreement.

(c) In the event that the RTA determines that the payment should not be made, it shall notify the Recipient within twenty (20) days after receipt of the completed requisition form, stating the reasons for such determination.

(d) The Recipient agrees that upon completion of all of the Projects in this Agreement and after payment or provision for payment or reimbursement of all allowable costs, the Recipient shall refund to the RTA any unexpended balance of funds received by the Recipient under this Agreement.

#### 9.4 Records Retention.

(a) All books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement, this Agreement and all books, records, and supporting documents related to the Agreement must be retained by Recipient for a minimum of five (5) years after completion of this Agreement or such longer time as may be required by any governmental agency from which funds are obtained and shall be available for review and audit by authorized representatives of the RTA, the Illinois Auditor General, IDOT, the FTA, or another governmental agency with the following qualifications:

(1) All records must be retained until final audit is completed and all audit findings are resolved, unless otherwise agreed to by the RTA;

(2) If any litigation or claim is initiated before completion of the final audit, records must be retained until all litigation or claims involving these records have been resolved; and

(3) Records of any property acquired with RTA funds must be retained for three years after final disposition of the property.

(b) Should the Recipient administer any system of records on behalf of the Federal or State Government, the Privacy Act of 1974, 5 USC 552 and 49 CFR 10, Subpart C, imposes information restrictions on the party managing the system of records.

#### 9.5 Audits.

(a) Pursuant to all applicable Office of Management and Budget Circulars, the Recipient shall permit, and shall require its contractors to permit, at any time, the RTA, or IDOT or other state or federal agency, authorized to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records, including computer or electronically generated records, documents, and data, with

regard to each Project, and to audit the books, records, and accounts of the Recipient and its contractors with regard to each Project. The RTA also may require the Recipient to furnish at any time prior to closeout of the Agreement, audit reports with respect to the Agreement prepared according to generally accepted accounting principles. The Recipient agrees to promptly comply with recommendations contained in any RTA, IDOT or other state or federal agency final audit report.

(b) In accordance with 49 USC 5325(g), the Grantee agrees to require each third party whose contract award is not based on competitive bidding procedures as defined by the Secretary of U.S. DOT, to permit the Secretary, Comptroller General of the U.S., IDOT, the RTA, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third-party contract and audit the books, records, and accounts involved.

#### **ARTICLE X: RIGHT OF THE RTA TO TERMINATE**

10.1 Upon written notice to the Recipient, the RTA may suspend or terminate all or part of the financial and/or technical assistance provided herein if the Recipient is or has been in violation of the terms of the Agreement (including its obligation to provide for a portion of the funding for each Project as reflected on Exhibit B, if applicable), or if funding provided to the RTA pursuant to paragraph 7.1 is terminated. Termination of any Project in this Agreement will not invalidate obligations of the RTA to reimburse the Recipient for Project costs incurred up to and including the date of termination, nor invalidate obligations of the Recipient, properly incurred by the Recipient, to the extent they are noncancellable. The acceptance of a remittance by the RTA of any or all Project funds previously received by the Recipient or the closing out of the RTA financial participation in the Project shall not constitute a waiver of any claim which the RTA may otherwise have arising out of this Agreement.

For example, the foregoing remedies shall become available to the RTA if one of the following occurs:

(a) There is any misrepresentation of a material nature in the Application, or amendment thereof, or in respect to this Agreement or any document or data furnished pursuant hereto, or any other submission of the Recipient required by the RTA in connection with this Agreement;

(b) There is pending litigation which, in the opinion of the RTA, may jeopardize funding provided to the RTA pursuant to paragraph 7.1 of this Agreement;

(c) There has been in connection with the funding provided to the RTA pursuant to paragraph 7.1, any violation of the state or federal regulations, ordinances or statutes applicable to the Recipient, its officers or employees which, in the opinion of the RTA, affects this Agreement;

(d) Any funds provided by the RTA pursuant to this Agreement are used for an ineligible purpose;

(e) The Recipient is unable to substantiate the proper use of funding provided to the RTA pursuant to paragraph 7.1;

(f) The Recipient is in default under any of the provisions of this Agreement;

(g) There is failure to make progress which significantly endangers substantial completion of performance of the Project within a reasonable time, which failure shall be deemed to be a violation of the terms of this Agreement;

(h) The Recipient has failed to maintain the Project Facilities as required by this Agreement;

(i) The RTA determines that the purposes of the applicable governing laws would not be adequately served by continuation of state or federal assistance to the Project;

(j) The State Legislature or any federal agency fails to make sufficient appropriations for funding pertinent to that provided to the RTA pursuant to paragraph 7.1.

#### **ARTICLE XI: SETTLEMENT AND CLOSE-OUT**

11.1 Upon receipt of notice of successful completion of the Agreement or upon termination by the RTA, the RTA at its discretion will perform or contract for the performance of a final audit to determine the final allowability of costs incurred, and shall make final settlement of the RTA's obligations described in this Agreement. If the RTA has made payments to the Recipient in excess of the total amount of such RTA obligations, the Recipient shall promptly remit such excess to the RTA. The Agreement close-out occurs when the RTA notifies the Recipient and forwards the final Agreement payment or when an appropriate refund of RTA Agreement funds has been received from the Recipient and acknowledged by the RTA. Agreement close-out shall be subject to any continuing obligations imposed on the Recipient by this Agreement or contained in the final notification or acknowledgment from the RTA.

#### **ARTICLE XII: PROCUREMENT**

##### 12.1 Procurement Procedures.

(a) The Recipient shall follow applicable federal, state, and local law and procedures when awarding and administering contracts for goods and services funded by this Agreement. Any such contract or subcontract for goods, property and services exceeding \$40,000 shall contain all

the clauses pursuant to FTA Circular 4220.1F and 49 CFR 18.36, 19.40-19.48, and the parties shall comply with the requirements therein.

(b) Apart from inconsistent requirements imposed by federal and state law, the Recipient (and its subcontractors) agrees that no federal or state funds shall be used to support procurement utilizing exclusionary or discriminatory specifications and it will comply with 49 USC 5323(h)(2).

(c) The Recipient agrees to comply with U.S. Maritime Administration Regulations, "Cargo Preference – U.S. Flag Vessels," 46 CFR 381, to the extent those regulations apply to the Project, and insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

(d) To the extent applicable, the Recipient agrees to comply with the requirements of 49 USC 5323 and FTA regulations, "Bus Testing", 49 CFR 665, and agrees to provide the RTA with applicable certifications and obtain applicable certifications from contractors, subcontractors and manufacturers.

(e) Each third-party contract (valued at more than \$100,000 for Construction and Acquisition of Goods or Rolling Stock) utilizing FTA assistance must conform with 49 USC 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR 661.

(f) The Recipient agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by IDOT and FTA.

(g) The Recipient agrees to comply with the requirements of Executive Order No. 12549 and 12689 "Debarment and Suspension," and U.S. Department of Transportation (DOT) regulations on Debarment, 49 CFR 29, and agrees to obtain applicable certifications from contractors and subcontractors and otherwise comply with federal and state regulations.

(h) The Recipient certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the Recipient made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the Recipient committed bribery or attempted bribery on behalf of the Recipient and pursuant to the direction or authorization of a responsible official of the Recipient. The Recipient further certifies that it has not been barred from contracting with a unit of the State or local government as a result of a violation of Title III, Part E, Article 33 of the Criminal Code. These certifications shall apply equally to any subrecipient or contractor, at all levels, without regard to the value of the subagreement or contract.

(i) Electronic and Information Technology – to the extent applicable, Recipient agrees to include in its specification requirements that all reports or information will be prepared and provided using electronic or information technology capable of assuring that, when provided to the

RTA, it will meet with the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973, as amended, 29 USC 794(d) and U.S. Architecture and Transportation Barriers Compliance Board (ATBCB) regulations "Electronic and Information Technology Accessibility Standards," 36 CFR 1194.

## 12.2 Procurement Review.

The Recipient must obtain pre-award approval from the RTA for: (1) any proposed third-party contract; (2) any change order with a third-party contractor; and (3) any use of force account for activities funded by this Agreement.

### **ARTICLE XIII: THIRD-PARTY CONTRACT DISPUTES OR BREACHES**

13.1 The RTA, and any state or federal granting agency, has a vested interest in the settlement of disputes, defaults, or breaches involving any RTA-assisted third-party or subrecipient contracts for any Project. The RTA retains a right to a proportional share, based on the percentage of the RTA share committed to any Project, of any proceeds derived from any third-party recovery, after taking into account any costs incurred by the Recipient in securing the recovery. Therefore, the Recipient shall avail itself of all legal rights available under any third-party contract.

The Recipient shall promptly notify the RTA of any litigation, default, breach or major dispute pertaining to any third-party or subrecipient contract. This responsibility shall flow down to all sub-recipients at every tier and must be expressly contained in all procurement and non-procurement awards and agreements involving funds provided pursuant to this grant.

The RTA reserves the right to concur in any compromise or settlement of the Recipient's claim(s) involving any third-party or subrecipient contract. If the third-party or subrecipient contract contains a liquidated damages provision, such proportional share of any liquidated damages recovered shall be credited to the Project account unless the RTA permits otherwise.

### **ARTICLE XIV: ASSIGNMENT OF CONTRACT - SUBCONTRACTORS**

14.1 The Recipient agrees that no contract for services of any kind in connection with a Project funded by this Agreement shall be assigned, transferred, conveyed, sublet, or otherwise disposed of without the prior written consent of the RTA. All subcontracts shall contain all applicable contract clauses pursuant to federal and state requirements, and as required by this Agreement.

### **ARTICLE XV: INDEMNIFICATION**

15.1 The Recipient agrees to save or hold harmless and indemnify the RTA from and against any and all losses, expenses, damages (including loss of use), demands, and claims, and shall defend any suit or action, whether at law or in equity, brought against it based on any alleged injury (including death) or damage relating to or arising out of any act or omission of the Recipient, its officers, employees and agents with respect to any Project funded by this Agreement and shall pay

all damages, judgments, costs, and expenses, including attorney's fees, in connection with any demands and claims resulting therefrom; provided, however, that the Recipient shall not be required to save harmless, indemnify, or defend the RTA due to the negligence or misconduct of the RTA or its successors, assigns, agents, or employees or their respective failure to reasonably perform under this Agreement. This Section 15.1 shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise.

#### **ARTICLE XVI: INDEPENDENCE OF RECIPIENT**

16.1 In no event shall the Recipient or any of its employees, agents, contractors or subcontractors be considered agents or employees of the RTA, IDOT, FTA, U.S. Department of Transportation, or State of Illinois. Furthermore, the Recipient agrees that none of its employees, agents, contractors, or subcontractors will hold themselves out as, or claim to be, agents, officers, or employees of the RTA, U.S. Government, or State of Illinois and will not by reason of any relationship with the Agreement make any claim, demand, or application to or for any right or privilege applicable to an agent, officer, or employees of the RTA, U.S. Government, or State of Illinois, including but not limited to, rights and privileges concerning workmen's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage, or retirement membership or credit.

#### **ARTICLE XVII: NON-COLLUSION**

17.1 The Recipient warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval of its Application for any Project pursuant to this Agreement. No Recipient officer or employee, or member of any unit of local government which contributes funds to any Project funded by this Agreement shall be admitted to any share or part of this Agreement or to any benefit arising therefrom other than nominal.

#### **ARTICLE XVIII: CONFLICTS OF INTEREST**

18.1 The Recipient hereby certifies that: (1) no employee, officer, board member, or agent of the Recipient is a director, officer or employee of the RTA or (2) if such relationship exists, it is not prohibited by any applicable conflict of interest laws. The Recipient further certifies that, to its knowledge, no employee, officer, board member, or agent of the Recipient has participated in the selection, award, or administration of a contract supported by federal or state funds where such participation constitutes a conflict of interest, whether real or apparent. This conflict of interest requirement applies to all former employees, officers, board members, and agents for one year from the date the employee, officer, board member, or agent ended its employment with the Recipient.

The Recipient acknowledges that no director, officer or employee of the RTA may represent the Recipient with respect to any application or agreement in regard to which such director, officer or employee may be called upon to vote. The Recipient hereby certifies that it has not been, and

shall not be, represented by any director, officer or employee of the RTA with respect to its application for financial or financial and technical assistance or this Agreement.

The Recipient agrees that its employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. The RTA may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Recipient relating to such contract, subcontract, or arrangement.

18.2 The Recipient agrees that it will prevent any real and apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third-party contractor or recipient or impair the objectivity in performing the contract work.

#### **ARTICLE XIX: RECIPIENT'S RESPONSIBILITY FOR COMPLIANCE**

19.1 Irrespective of the participation of other parties or third-party contractors, the Recipient remains primarily responsible for compliance with this Agreement and all applicable federal, state, and local laws and regulations. This responsibility shall flow down to all sub-recipients and third parties at every tier and must be expressly contained in all procurement and non-procurement awards and agreements involving the funds provided pursuant to this Agreement. If the Recipient will receive federal funds or funds from the Illinois Department of Transportation under this Agreement, the Recipient must complete Exhibit C, Federal Certifications and Assurances, and comply with applicable terms and conditions therein. In addition, if the Recipient will receive federal funds under this Agreement, the Recipient must complete Exhibit D, Annual Certification to Comply with Code of Federal Regulations (CFR) – Title 2, Part 200 Audit Requirements, and comply with the terms and conditions therein as well as those of the Master Agreement between RTA and the U.S. Department of Transportation, as may be amended from time to time. In particular, provisions of the Master Agreement requiring Flow-Down to third parties such as subrecipients and contractors at all tiers must be expressly contained in all procurement and non-procurement awards and agreements involving funds provided pursuant to this grant. The Master Agreement may be found [here](#), or an updated copy may be requested from RTA.

#### **ARTICLE XX: LABOR LAW COMPLIANCE**

20.1 The Recipient agrees to comply with the labor law compliance provisions of any FTA grant contract pertaining to any Project funded by this Agreement and all applicable federal and state labor laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum

fair wage standards for minors, payment of wages due employees, and health and safety of employees.

(a) Contract Work Hours and Safety Standards. The requirements of the clauses contained in 29 CFR 5.5(b) are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1. The Recipient and its subcontractors shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contracts for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this clause shall be made available by the Recipient or its subcontractors for inspection, copying, or transcription by authorized representatives of the FTA, U.S. Department of Transportation, or Department of Labor, and the Recipient or its subcontractors will permit such representatives to interview employees during working hours on the job.

(b) The Recipient or contractor shall insert in any subcontract the clauses set forth in 29 CFR 5.5(b), 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 in 29 CFR 5.5(b) involving overtime pay, unpaid wages and withholding for unpaid wages.

20.2 The Recipient also agrees to require any contractor performing professional or consulting service in connection with any Project funded by this Agreement to agree to adhere to the requirements of this Article.

## **ARTICLE XXI: CIVIL RIGHTS**

### **21.1 Non-Discrimination.**

The Recipient shall comply with and shall require its contractors and subcontractors to comply with all federal, state, and local laws, rules, regulations and ordinances relating to non-discrimination including, but not limited to, all requirements of Title VI of the Civil Rights Act of 1964, 42 USC 2000(d); Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC 6101, Section 202 of the Americans with Disabilities Act of 1990, 42 USC 12101 *et seq.*, Federal Transit Law at 49 USC 5332, and US DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49 CFR 21, and any implementing requirements the FTA may issue.



## 21.2 Equal Employment Opportunity Clauses.

(a) Federal Equal Employment Opportunity – The following requirements apply to the Project and the Recipient agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance provided by FTA.

(1) Discrimination Prohibited – In accordance with 42 USC 2000(e), 49 USC 5332, the Recipient agrees to comply with any applicable Federal statutes, executive orders, regulations, and Federal policies including the U.S. Department of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR 60 *et seq.*, (which implement E.O. No. 11246, “Equal Employment Opportunity,” as amended by E.O. No. 11375, “Amending E.O. No. 11246 relating to Equal Employment Opportunity,”) that may in the future affect construction activities undertaken in the course of this Project. The Recipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, color, creed, sex, age 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. In addition, the Recipient agrees to comply with any implementing requirements FTA may issue.

(2) EEO Program Incorporated by Reference – If the Recipient is required to submit and obtain approval of its EEO program, that EEO program approved by the United States or State of Illinois government is incorporated by reference and made a part of this Agreement. Failure by the Recipient to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification of its failure to carry out the approved EEO program, the RTA and the United States or State of Illinois government may impose such remedies as it considers appropriate, including termination of financial assistance, or other measures that may affect the Recipient’s eligibility to obtain future financial assistance in transportation projects.

(3) Age – In accordance with 49 USC 5332, the Recipient agrees to refrain from discrimination against present and prospective employees for reasons of age. In addition, the Recipient agrees to comply with any implementing requirements FTA may issue.

(4) Disabilities – In accordance with 42 USC 12101, the Grantee agrees that it will comply with the requirements of 29 CFR 1630, pertaining to the employment of persons with disabilities. In addition, the Recipient agrees to comply with any implementing requirements FTA may issue.

(5) Sex – In accordance with Title IX of The Educational Amendments of 1972, as amended, 20 USC 1681 *et seq.*, and U.S. Department of Transportation regulations 45 CFR 86, the Recipient agrees to comply with prohibitions against discrimination on the basis of sex, and any federal requirements that may be promulgated.

(6) Language Proficiency – In accordance with Executive Order No. 13166, the Grantee agrees to comply with the applicable provisions of said Executive Order, “Improving Access to Services for Persons with Limited English Proficiency,” for improving access to services for persons with limited English proficiency, *see* 42 USC 2000d-1.

(7) Environmental Justice – The Recipient shall comply with the applicable policies of Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations”, *see* 42 USC 4321 note.

(b) Sexual Harassment – The Recipient will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the Recipient’s internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Resources and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* A copy shall be provided to the RTA upon request.

(c) Illinois Human Rights Act - In the event of the Recipient’s non-compliance with the provisions of the Illinois Equal Employment Opportunity Clause, the Illinois Human Rights Act or the rules and regulations (the “Rules and Regulations”) of the Illinois Department of Human Rights (the “IDHR”), the Recipient may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement the Recipient agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the IDHR Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Recipient's obligations under the Illinois Human Rights Act and the IDHR Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Recipient in its efforts to comply with such Act and Rules and Regulations, the Recipient will promptly so notify the IDHR and the contracting agency and will recruit employees for other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the IDHR Rules and Regulations, furnish all relevant information as may from time to time be requested by the IDHR or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the IDHR Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel for the contracting agency and the IDHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the IDHR Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this section in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the IDHR in the event any subcontractor fails to or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

### 21.3 Disabilities.

The Recipient shall comply with and shall require its contractors and subcontractors to comply with all applicable federal and state requirements under the ADA and all applicable federal and state laws and regulations relating to procurement and access requirements in accommodating individuals with disabilities. The Recipient shall comply with, and agrees to include the following requirements in each contract or subcontract, applicable state and federal requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC 12101, *et seq.*; 49 USC 5301(d); Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794; Architectural Barriers Act, as amended, 42 USC 4151, *et seq.*; including any amendments to the aforementioned Acts; and the following regulations and amendments thereto:

(a) DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR 37; "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance," 49 CFR 27; "Americans with Disabilities Act (ADA) Accessibility Guidelines/Specifications for Transportation Vehicles," 36 CFR 1192 and 49 CFR 38;

(b) Department of Justice (DOJ) regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR 35; and “Nondiscrimination on the Basis of a Disability by Public Accommodations and in Commercial Facilities,” 28 CFR 36;

(c) Uniform Federal Accessibility Standards, Appendix A to 41 CFR 101-19.6 (Copies of the Uniform Federal Accessibility Standards are available from the Office of Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development, 451 Seventh Street, S.W., Washington, DC 20410, telephone (202) 708-1112;

(d) U.S. EEOC regulations to implement the equal employment provisions of the ADA, 29 CFR 1630;

(e) Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 CFR 64, Subpart F;

(f) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR 609;

(g) U.S. ATBCB regulations “Electronic and Information Technology Accessibility Standards”, 36 CFR 1194; and

(h) Any implementing requirements FTA may issue.

#### 21.4 Disadvantaged Business Enterprises.

The following provisions shall apply to all Recipients as well as any subrecipients or subgrantees at any and all tiers who receive the funds provided in this Agreement in order to implement the Project.

(a) In accordance with 49 CFR Part 26.13(a), as amended, the Recipient assures the RTA that it shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement or the award and performance of any subcontract hereunder. Furthermore, the Recipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Recipient to carry out these requirements is a material breach of this Agreement, which may result in its termination or such other remedy as the RTA deems appropriate.

(b) Any Recipient with an FTA approved DBE program shall include the funds provided in this Agreement when submitting DBE-related data in reports required by the FTA pursuant to its approved program. The RTA shall receive copies of all such reports and will not be responsible for providing DBE-related data to the FTA regarding the funds provided in this Agreement.

(c) Any Recipient without an FTA approved DBE program shall adopt and abide by the RTA’s DBE program, which is incorporated as though fully set forth herein. The Recipient must inform the RTA whether it intends to abide by its own, or the RTA’s DBE program.

(d) The Recipient shall agree to include the language set forth in this Disadvantaged Business Enterprise Assurance in each subcontract it executes.

## **ARTICLE XXII: ENVIRONMENTAL COMPLIANCE**

The Recipient shall comply with and shall require its contractors and subcontractors to comply with all federal, state, and local laws, rules, regulations and ordinances imposing environmental, resource conservation, and energy requirements with respect to the Project. The Recipient expressly understands that the following items do not constitute the Recipient's entire obligation to meet federal requirements. The Recipient agrees to comply with the following requests:

22.1 Energy Conservation – The Recipient and its contractors at all tiers shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC 6321 *et seq.*

22.2 Clean Fuels – To the extent applicable the Recipient and its contractors and subcontractors shall comply with the requirements of “Clean Fuels Formula Grant Program”, 49 CFR 624 and any other applicable federal requirements, and 49 USC 5308.

## **ARTICLE XXIII: DRUG FREE WORKPLACE**

23.1 The Recipient certifies and agrees that it will provide a drug-free workplace as required by the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and that it will comply with all provisions thereof. Further, the Recipient agrees to comply with the U.S. DOT Drug Free Workplace Act, and U.S. DOT regulations, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)”, 49 CFR 32, and other U.S. DOT and FTA regulations and guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated.

23.2 If applicable, the Recipient also agrees to comply with all aspects of the anti-drug program outlined in the “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations” regulation, 49 CFR 655; “Procedures for Transportation Workplace Drug and Alcohol Testing Programs” regulation, 49 CFR 40, and to require contractors and subcontractors, when applicable under 49 U.S.C. 5331 and 49 CFR 655, to do the same.

23.3 Confidentiality – Drugs or Alcohol Abuse. The Recipient shall comply with, and agrees to include the following requirements in each contract or subcontract, applicable state and federal requirements of confidentiality and other Civil Rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 USC 1174 *et seq.* and the Public Health Service Act of 1912, 42 USC 290dd-2, including any amendments to the aforementioned Acts;

## **ARTICLE XXIV: RESTRICTIONS ON LOBBYING**

24.1 (a) If this Agreement provides funding in whole or in part from federal funds for a Project(s), the Recipient agrees to comply with Section 319 of the 1990 Department of Interior and Related Agencies Appropriations Act, 31 USC 1352 relating to restrictions on influencing or attempting to influence federal officials in connection with grants, cooperative agreements, or contracts. The Recipient shall certify its compliance with this Act as specifically described in subparagraphs (b) and (c) below by signing the attached Exhibit F, Certification Regarding Lobbying.

(b) The Recipient agrees that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

(d) The Recipient shall require that the language of this Article XXIV be included in the award documents for all third-party contracts and that all such contractors shall sign Exhibit F, Certification Regarding Lobbying and disclose accordingly.

## **ARTICLE XXV: PUBLIC RELATIONS**

25.1 The Recipient agrees to notify the RTA of the following: (i) upon receipt of any media, press, or mass information distribution system inquiry regarding the Project(s); (ii) upon receipt of any request for documents pursuant to the Freedom of Information Act (FOIA) pertaining to the Project(s); (iii) prior to issuing any press release or other media statement regarding the Project(s). The Recipient acknowledges that the duty to notify the RTA extends through Project(s) completion, and potentially beyond the term of this Agreement.

## **ARTICLE XXVI: SEVERABILITY**

26.1 If any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would continue to conform to the purposes, terms, and requirements of applicable law.

## **ARTICLE XXVII: ASSIGNMENT AND AGREEMENT**

27.1 This Agreement shall not be assigned, transferred, conveyed, sublet, or otherwise disposed of by the Recipient without the prior written consent of the RTA.

## **ARTICLE XXVIII: AMENDMENT**

28.1 The Parties agree that no change of the aggregate amount of all Project Budgets or a modification in scope of this Agreement shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations incurred in consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement and Exhibit A, Scope of Services, and Exhibit B, Project Budget, for each Project as appropriate, has been amended to conform thereto.

## **ARTICLE XXIX: TITLES**

29.1 The Parties agree that the titles of the articles and paragraphs of this Agreement are inserted for convenience of identification only and shall not be considered for any other purpose.

## **ARTICLE XXX: OWNERSHIP OF DOCUMENTS/TITLE TO WORK**

30.1 All documents, data, and records produced by Recipient and its contractors in carrying out Recipient's obligations and services hereunder, without limitation and whether preliminary or final, as between the RTA and Recipient shall become and remain the property of the RTA. The RTA shall have the right to use all such documents, data, and records without restriction or limitation and without additional compensation to Recipient. All documents, data, and records utilized in performing research shall be available for examination by the RTA upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data, and records shall, at the option of the RTA, be appropriately arranged, indexed, and delivered to the RTA by Recipient.

30.2 In accordance with 37 CFR 401, if any invention, improvement, or discovery of the Recipient or any of its subconsultants is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Recipient agrees to notify the RTA, IDOT and FTA immediately and provide a detailed report. The rights and responsibilities of the Recipient, its subcontractors, the RTA, IDOT, and FTA, with respect to such invention, improvement, or discovery will be determined in accordance with applicable state and federal laws, regulations, policies, and any waiver thereof. The Recipient agrees to insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

30.3 Rights in Data and Copyrights: The Recipient agrees as follows:

(a) The term “subject data” used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media, such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms, such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to project administration.

(b) The following provisions apply to all subject data first produced in the performance of this Agreement:

(1) Except for its own internal use, the Recipient may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the written consent of RTA, IDOT, or FTA, until such time as RTA, IDOT, or FTA, may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.

(2) As authorized by 49 CFR Part 18.34 and 49 CFR Part 19.36, RTA, IDOT and FTA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for “federal and state government purposes:”

(i) Any subject data developed under a grant, cooperative agreement, subgrant, subagreement, or third-party contract, irrespective of whether or not a copyright has been obtained; and

(ii) Any rights of copyright to which a third-party consultant purchases ownership with federal or state assistance.

(c) When the federal or state government provides assistance to a grantee for a Project involving planning, research, development, or a demonstration, it is generally FTA and IDOT’s intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA or IDOT determine otherwise, the recipient of IDOT or FTA assistance to support planning, research, development, or a demonstration financed under the Acts, as amended, understands and agrees that, in addition to the rights set forth in section 29.3 (b) above, IDOT or FTA may make available to any government grantee, third-party consultant, or third-party subconsultant, either the federal or state government’s license in the copyright to the subject data first produced under this Agreement. In the event that such a Project, which is the subject of this Agreement, is not completed for any reason



whatsoever, all data developed under that Project shall become subject data as defined in section 29.3 (a) above, and shall be delivered as RTA may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the Recipient's use, which costs are financed in whole or in part with IDOT or FTA assistance for transportation capital projects.

(d) Unless prohibited by state law, the Recipient agrees to indemnify, save, and hold harmless the RTA, the State of Illinois and FTA, as their officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Recipient shall not be required to indemnify the RTA, the State of Illinois and FTA for any such liability arising out of the wrongful acts of employees or agents of the RTA, the State of Illinois or FTA.

(e) Nothing contained in this section on rights in data shall imply a license to the RTA, IDOT or FTA under any patent to be construed as affecting the scope of any license or other right otherwise granted to the RTA, IDOT and FTA under any patent.

(f) The requirements of sub-sections (c), (d), and (e) of section 29.3 above, do not apply to material furnished to the Recipient by the RTA, IDOT and FTA and incorporated in the work carried out under this Agreement; provided that such incorporated material is identified by the Recipient at time of delivery of such work.

(g) The Recipient understands and agrees that data and information submitted to the RTA, IDOT or FTA may be required to be made available under the Freedom of Information Act or other state or federal statutes in accordance with 49 CFR 19.36, as revised.

#### **ARTICLE XXXI: ETHICS**

31.1 Bribery - Non-governmental Grantees and third-party contractors shall certify that they have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government. They also certify that they have not admitted guilt of such conduct which is a matter of record, nor do they have an official, agent, or employee who has committed bribery or attempted bribery on the firm's behalf under the direction or authorization of one of the Grantee's responsible officials. They also certify that they have not been barred from contracting with a State or local governmental unit as a result of a violation of Title III, Part E, Article 33 of the Illinois Criminal Code.

#### **ARTICLE XXXII: PRIVACY**

32.1 Should the Grantee, or any of its third-party contractors, or their employees, administer any system of records on behalf of the Federal or State Government, the Privacy Act of 1974, 5 U.S.C. 552 and 49 CFR 10, Subpart C, imposes information restrictions on the party managing the system of records.

### **ARTICLE XXXIII: DOCUMENTS FORMING THIS AGREEMENT**

33.1 The Parties agree that this constitutes the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth or incorporated by reference in the Agreement and that all prior arrangements and understandings in the connection are merged into and contained in this Agreement. The Parties hereto further agree that this Agreement consists of this “Technical Services Agreement,” and:

- Exhibit A, Scope of Services
- Exhibit B, Project Budget
- Exhibit C, Federal Certifications and Assurances
- Exhibit D, Annual Certification to Comply with Code of Federal Regulations (CFR) – Title 2, Part 200 Audit Requirements
- Exhibit E, Program Management Plan (PMP)
- Exhibit F, Certification Regarding Lobbying

### **ARTICLE XXXIV: SPECIAL CONDITIONS**

34.1 The Recipient shall submit quarterly progress reports in accordance with RTA’s schedule. The Recipient also agrees to submit invoices for reimbursement on a monthly basis. The Recipient also agrees to submit its single audit report and certification form to the RTA nine months after the end of the fiscal year, submit invoices for reimbursement on a monthly basis, and provide the RTA with notification of any staff changes as they occur.

### **ARTICLE XXXV: MISCELLANEOUS**

35.1 Notices. All notices, other communications and approvals required or permitted by this Agreement shall be in writing and shall be delivered, sent by certified or registered mail (return receipt requested and postage prepaid), addressed as follows:

- (a) in the case of the RTA:  
175 West Jackson Boulevard  
Suite 1550  
Chicago, Illinois 60604  
Attention: Sr. DED, Capital Programming and Planning
  
- (c) in the case of the Recipient:  
Kane County Government  
719 S. Batavia Ave, Bldg A  
Geneva, Illinois 60134  
Attention: Chief of Planning and Programming

or such other persons or addresses as either party may from time to time designate by notice to the other. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the addresses specified. All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the mail.

35.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the parties.

35.3 Governing Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the State of Illinois (excluding any conflict of laws rule or principle which might refer such interpretation to the laws of another jurisdiction).

35.4 Digital and Electronic Signatures. The parties hereby agree that this Agreement may be signed via electronic or digital signature. The parties further agree that the electronic or digital signatures appearing on and affixed to this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility, and are acknowledged as compliant with federal and state law and as secure electronic signatures pursuant to the Uniform Electronic Transactions Act (815 ILCS 333/1 *et seq.*) or any successor law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**RECIPIENT: COUNTY OF KANE**

By: \_\_\_\_\_  
CORINNE PIEROG  
COUNTY BOARD CHAIRMAN

Date: \_\_\_\_\_

**REGIONAL TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
LEANNE P. REDDEN  
EXECUTIVE DIRECTOR

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**for**  
**S5310-2021-11**

---

**Applicant:** COUNTY OF KANE  
**RTA Project Number:** 202101701  
**Project Name:** FY2020-21 Section 5310 Mobility Management (Transfer Funds)

**Project Description:**

The mobility manager functions as the administrative director of the Ride in Kane program and develops policies and procedures for the effective administration of the program. The mobility manager is responsible for:

- Coordinating with the RTA, Pace, and associated vendors.
- Managing the program's budget in federal grants.
- Preparing, submitting, and managing grant proposals/reports that support agency goals and meet funder guidelines and criteria.
- Building partnership with Pace accounting team to process the federal invoice.
- Maintaining grant compliance and reporting, including outcomes measurement and grant budgets, requesting reimbursements and drawdowns as needed.
- Assisting potential and existing sponsors to determine their yearly budget commitments by estimating the number of rides, number of trips, and mileage and creating a budget using estimated costs provided.
- Expanding the Ride in Kane program and raise awareness through strategic and effective marketing.

This is not a Research & Development project.

**EXHIBIT B**  
**PROJECT BUDGET**  
**for**  
**S5310-2021-11**

**Applicant: COUNTY OF KANE**

**Total Project Budget:** **\$85,276.00**

| <b>RTA Project Number/ Title:</b> | <b>202101701</b>      | <b>FY20-21 Section 5310 Mobility Mgmt (Transfer Funds)</b> |                               |                |
|-----------------------------------|-----------------------|------------------------------------------------------------|-------------------------------|----------------|
|                                   | <b>Project Budget</b> | <b>In-kind</b>                                             | <b>Expected Project Funds</b> |                |
|                                   |                       |                                                            | <b>Cash</b>                   | <b>Share</b>   |
| <b>RTA</b>                        | <b>\$85,276.00</b>    | \$0.00                                                     | \$0.00                        | .00%           |
| <b>Local</b>                      | <b>\$21,319.00</b>    | \$0.00                                                     | \$0.00                        | .00%           |
| <b>Other</b>                      | <b>0</b>              | \$0.00                                                     | \$0.00                        | 0.00%          |
| <b>Indirect Cost Rate</b>         | <b>0</b>              | \$0.00                                                     | \$0.00                        | 0.00%          |
| <b>Total:</b>                     | <b>\$106,595.00</b>   | <b>\$0.00</b>                                              | <b>\$0.00</b>                 | <b>100.00%</b> |

EXHIBIT C

Certifications and Assurances

Fiscal Year 2024

FEDERAL FISCAL YEAR 2024 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: County of Kane

The Applicant certifies to the applicable provisions of all categories: (check here)

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Table with 2 columns: Category and Certification. Categories include 'Certifications and Assurances Required of Every Applicant', 'Public Transportation Agency Safety Plans', 'Tax Liability and Felony Convictions', 'Lobbying', 'Private Sector Protections', 'Transit Asset Management Plan', 'Rolling Stock Buy America Reviews and Bus Testing', 'Urbanized Area Formula Grants Program', 'Formula Grants for Rural Areas', 'Fixed Guideway Capital Investment Grants...', and 'Grants for Buses and Bus Facilities...'. Certification marks (X) are present for categories 01, 04, and 08.

|    |                                                                         |   |  |
|----|-------------------------------------------------------------------------|---|--|
| 12 | Enhanced Mobility of Seniors and Individuals with Disabilities Programs | X |  |
| 13 | State of Good Repair Grants                                             |   |  |
| 14 | Infrastructure Finance Programs                                         |   |  |
| 15 | Alcohol and Controlled Substances Testing                               | X |  |
| 16 | Rail Safety Training and Oversight                                      |   |  |
| 17 | Demand Responsive Service                                               | X |  |
| 18 | Interest and Financing Costs                                            |   |  |
| 19 | Cybersecurity Certification for Rail Rolling Stock and Operations       |   |  |
| 20 | Tribal Transit Programs                                                 |   |  |
| 21 | Emergency Relief Program                                                |   |  |

**CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE**

**AFFIRMATION OF APPLICANT**

Name of the Applicant: County of Kane

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant’s behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name \_\_\_\_\_ Authorized Representative of Applicant

**AFFIRMATION OF APPLICANT’S ATTORNEY**

For (Name of Applicant): County of Kane

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name \_\_\_\_\_ Attorney for Applicant

*Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant’s Attorney pertaining to the Applicant’s legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney’s signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.*



*Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.*

*Text in italic is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.*

## **CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.**

*All applicants must make the certifications in this category.*

### **1.1. Standard Assurances.**

*The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.*

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
  - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
  - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
  - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
  - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
  - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
  - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
  - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
  - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
  - (2) Notification of violating facilities pursuant to EO 11738;
  - (3) Protection of wetlands pursuant to EO 11990;
  - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
  - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
  - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
  - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
  - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
  - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
  - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
  - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
    - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
    - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
    - (3) Using forced labor in the performance of the award or subawards under the award.

## **1.2. Standard Assurances: Additional Assurances for Construction Projects.**

*This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.*

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

**1.3. Procurement.**

*The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.*

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

**1.4. Suspension and Debarment.**

*Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.*

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

**1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.**

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

**1.6. American Rescue Plan Act Funding.**

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

**CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS**

*This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).*

*This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.*

*This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C.*

*§ 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.*

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

- (a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and
- (b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

### **CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.**

*If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2023, Pub. L. 117-328, div. E, tit. VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT*

*Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.*

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

#### **CATEGORY 4. LOBBYING.**

*If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.*

*This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.*

##### **4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and



contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

#### **4.2. Statement for Loan Guarantees and Loan Insurance.**

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **CATEGORY 5. PRIVATE SECTOR PROTECTIONS.**

*If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.*

#### **5.1. Charter Service Agreement.**

*To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.*

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

## 5.2. School Bus Agreement.

*To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.*

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
  - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
  - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
  - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
  - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
  - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
  - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

### **CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.**

*If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).*

The applicant certifies that it is in compliance with 49 CFR Part 625.

**CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.****7.1. Rolling Stock Buy America Reviews.**

*If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.*

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

**7.2. Bus Testing.**

*If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.*

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

**CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.**

*If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).*

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;

- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
  - (1) Senior;
  - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
  - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
  - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
  - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

**CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.**

*If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).*

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
  - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
  - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
  - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
  - (2) It has determined that otherwise eligible local transit needs are being addressed.

**CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.**

*If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).*

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

**CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.**

*If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.*

*If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.*

*Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.*

*If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).*

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

**CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.**

*If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.*

*In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).*

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

**CATEGORY 13. STATE OF GOOD REPAIR GRANTS.**

*If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.*

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

#### **CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.**

*If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks (“SIB”) Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).*

*Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.*

#### **CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.**

*If the applicant will apply for an award under FTA’s Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.*

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA’s regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

#### **CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.**

*If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.*

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, “Public Transportation Safety Certification Training Program”; and
- (b) Compliant with the requirements of 49 CFR Part 674, “State Safety Oversight”.



**CATEGORY 17. DEMAND RESPONSIVE SERVICE.**

*If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.*

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

**CATEGORY 18. INTEREST AND FINANCING COSTS.**

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

**CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.**

*If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.*

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

**CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).**

*Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.*

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
  - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost

- Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
- (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
  - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
- (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
  - (2) Category 06 (Transit Asset Management Plan),
  - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
  - (4) Category 09 (Formula Grants for Rural Areas),
  - (5) Category 15 (Alcohol and Controlled Substances Testing), and
  - (6) Category 17 (Demand Responsive Service).

#### **CATEGORY 21. EMERGENCY RELIEF PROGRAM.**

*An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.*

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

## EXHIBIT D

### INSTRUCTIONS FOR ANNUAL CERTIFICATION TO COMPLY WITH CODE OF FEDERAL REGULATIONS (CFR) – TITLE 2, PART 200

Project Name: RIK Mobility Management

Does this Project receive federal funds?  Yes  No

Amount of federal funds: \$85,276.00

Federal Project Number: IL-2022-025

CFDA Number\*, Federal Agency, Program — 20.513

\*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

The Regional Transportation Authority (RTA) is required by federal law to obtain and review the single audit of all Grantees that had any federally participating funds pass through it, irrespective of the amount provided by the RTA. It is the responsibility of the Grantee expending federal funds to comply with the requirements of CFR, Title 2, Part 200 and determine whether they are required to have a single audit performed. Therefore, in accordance with CFR, Title 2-Subtitle A, Chapter II, Part 200, Subpart F, *Audit Requirements*, you are required to have a single audit performed if \$750,000 or more in federal awards from all sources including other agencies were expended in the fiscal year. To comply with this provision, the following must be submitted:

- The Grantee must submit to the RTA the attached Certification Form annually within one month of the close of the fiscal year.
- If applicable, a copy of the report of the single audit must be submitted no more than nine months after the end of the Grantee's fiscal year.

If your agency receives multiple awards from the RTA, only one annual submittal of this information is required.

The single audit must be comprised of four parts. The Grantee has the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with CFR, Title 2, Part 200.

Additional information which should be submitted to RTA, if applicable:

1. Corrective Action Plan(s)
2. Management Letter
3. Status of Prior Year Findings

**CODE OF FEDERAL REGULATIONS (CFR) – TITLE 2, PART 200  
AUDIT REQUIREMENTS CERTIFICATION FORM**

Grantee's Legal Name: County of Kane

Grantee's Address: \_\_\_\_\_

Grantee's Fiscal Year\*: \_\_\_\_\_  
(month) (day) (year) (month) (day) (year)

\*A **fiscal year** (or financial year, or sometimes budget year) is a period used for calculating annual ("yearly") financial statements in businesses and other organizations. The fiscal year is **not** your TSA contract period. Please indicate above the fiscal year this certification covers.

Project Name(s): Ride in Kane Mobility Management

**Please (1) check the appropriate box, (2) sign below, and (3) return this certification to the address below.**

I certify our agency did not expend \$750,000 or more in federal awards during the fiscal year entered above and was not required to have a single audit conducted.

Our agency will submit the audit no more than nine months after the end of the fiscal year.

Grantee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ E-Mail: \_\_\_\_\_

**Please return to:** Regional Transportation Authority  
Lalaine Alvarez, Director, Audit  
alvarezl@rtachicago.org



# Section 5310

## Program Management Plan

March 2021

175 W. Jackson Blvd., Suite 1650  
Chicago, IL 60604

(312) 913-3200  
RTAChicago.org

# Contents

|                                                                           |           |
|---------------------------------------------------------------------------|-----------|
| <b>INTRODUCTION .....</b>                                                 | <b>4</b>  |
| Overview of the Regional Transportation Authority .....                   | 4         |
| Overview of the Section 5310 Program.....                                 | 4         |
| Overview of the Program Management Plan .....                             | 4         |
| <b>PROGRAM GOALS &amp; OBJECTIVES .....</b>                               | <b>5</b>  |
| <b>ROLES &amp; RESPONSIBILITIES .....</b>                                 | <b>6</b>  |
| Federal Transit Administration (FTA).....                                 | 6         |
| HSTP Project Advisory Committee (PAC).....                                | 6         |
| Project Selection Team (PST) .....                                        | 6         |
| Regional Transportation Authority (RTA) .....                             | 6         |
| Illinois Department of Transportation (IDOT).....                         | 7         |
| Chicago Metropolitan Agency for Planning (CMAP).....                      | 7         |
| <b>COORDINATION .....</b>                                                 | <b>8</b>  |
| The Coordinated Public Transit – Human Services Transportation Plan.....  | 8         |
| <b>ELIGIBLE SUBRECIPIENTS .....</b>                                       | <b>8</b>  |
| <b>LOCAL SHARE &amp; LOCAL FUNDING REQUIREMENTS .....</b>                 | <b>9</b>  |
| <b>PROJECT SELECTION CRITERIA &amp; METHOD OF DISTRIBUTING FUNDS.....</b> | <b>10</b> |
| Overview of Project Selection and Funding Allocation Process .....        | 10        |
| CRRSAA Apportionment Allocation .....                                     | 11        |
| Project Selection Criteria .....                                          | 11        |
| Prospective Applicant Outreach Process.....                               | 12        |
| <b>ANNUAL PROGRAM OF PROJECTS DEVELOPMENT &amp; APPROVAL PROCESS.....</b> | <b>13</b> |
| Program of Projects Development .....                                     | 13        |
| Approval Process Overview .....                                           | 13        |
| <b>ADMINISTRATION, PLANNING &amp; TECHNICAL ASSISTANCE .....</b>          | <b>13</b> |
| <b>TRANSFER OF FUNDS.....</b>                                             | <b>14</b> |
| <b>PRIVATE SECTOR PARTICIPATION.....</b>                                  | <b>14</b> |
| <b>CIVIL RIGHTS .....</b>                                                 | <b>14</b> |
| <b>SECTION 504 &amp; ADA REPORTING.....</b>                               | <b>16</b> |
| <b>PROGRAM PERFORMANCE MEASURES .....</b>                                 | <b>16</b> |
| <b>PROGRAM MANAGEMENT .....</b>                                           | <b>17</b> |
| Subrecipient Awardee Requirements.....                                    | 17        |
| <i>Operators and Providers as Subcontractors.....</i>                     | <i>18</i> |
| <i>Procurement .....</i>                                                  | <i>18</i> |
| <i>Liquidated Damages Provisions.....</i>                                 | <i>18</i> |
| <i>Contract Award Announcement .....</i>                                  | <i>19</i> |
| <i>Contract Provisions.....</i>                                           | <i>19</i> |
| Cost Principles and Cost Allocation.....                                  | 19        |
| <i>Policy.....</i>                                                        | <i>19</i> |



|                                                                        |           |
|------------------------------------------------------------------------|-----------|
| <i>Application of Cost Principles in Grants Management</i> .....       | 20        |
| <i>Allowability of Costs</i> .....                                     | 20        |
| <i>Direct Costs</i> .....                                              | 21        |
| <i>Indirect Costs</i> .....                                            | 21        |
| Designated Recipient Program Management .....                          | 21        |
| <i>The Review Process for Subrecipients</i> .....                      | 22        |
| <i>Desk Review</i> .....                                               | 23        |
| <i>Site Visit</i> .....                                                | 23        |
| <i>Compliance Review Report</i> .....                                  | 24        |
| Accounting Systems and Audit .....                                     | 24        |
| Closeout Procedures.....                                               | 25        |
| <i>Subrecipient Closeout</i> .....                                     | 25        |
| <i>FTA Closeout</i> .....                                              | 25        |
| <b>OTHER PROVISIONS</b> .....                                          | <b>26</b> |
| Title VI Nondiscrimination .....                                       | 26        |
| Equal Employment Opportunity (EEO) .....                               | 26        |
| Section 504 of the Federal Transit Act.....                            | 26        |
| Americans with Disabilities Act.....                                   | 26        |
| Bus Testing Regulations .....                                          | 26        |
| Restrictions on Lobbying.....                                          | 27        |
| Purchasing, including Buy America.....                                 | 27        |
| Maintenance, Satisfactory Continuing Control, Section 504 and ADA..... | 27        |
| Safety and Security .....                                              | 28        |
| Charter Bus and School Bus .....                                       | 28        |
| Drug-Free Workplace and Drug and Alcohol Testing .....                 | 29        |
| Labor Protections.....                                                 | 29        |
| <b>PROGRAM MANAGEMENT PLAN REVISIONS</b> .....                         | <b>29</b> |



# INTRODUCTION

## Overview of the Regional Transportation Authority

The Illinois State Legislature created the RTA in 1974 to provide public transportation in the six counties of Cook, DuPage, Kane, Lake, McHenry, and Will Counties. The RTA, governed by a 16-member Board, is responsible for fiscal planning and policy oversight of public transportation in the six county RTA region. The actual operation of transit services is the responsibility of the RTA's service boards: the Chicago Transit Authority (CTA), the Commuter Rail Division (Metra), and the Suburban Bus Division (Pace).

## Overview of the Section 5310 Program

The Enhanced Mobility of Seniors and Individuals with Disabilities Program (Section 5310) is a federal program administered by the Federal Transit Administration (FTA). The goal of the program is to improve mobility for seniors and individuals with disabilities throughout the country by removing barriers to transportation service and expanding transportation mobility options. The program supports transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities. Toward this goal, FTA provides financial assistance for transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities in all areas—large urbanized, small urbanized, and rural.

The Governor of Illinois designated the RTA to receive and dispense FTA Section 5310 funds. The RTA as the designated recipient is responsible for overseeing and administering a portion of the Section 5310 program in Northeastern Illinois that includes the six-county RTA region, comprising Cook, DuPage, Kane, Lake, McHenry and Will counties, plus the urbanized portions of Kendall County, Sandwich Township (DeKalb County), Somonauk Township (DeKalb County), and Aux Sable Township (Grundey County). The Illinois Department of Transportation (IDOT) is co-designated recipient of Section 5310 funding, and administers the vehicle purchasing through its Combined Vehicle Purchase Program.

## Overview of the Program Management Plan

This Program Management Plan (PMP) describes the Regional Transportation Authority's (RTA) policies and procedures for administering the Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program. The RTA developed the PMP in accordance with current Federal Transit Laws and regulations as well as Circular 9070.1G. The PMP facilitates RTA's management and administration of the Section 5310 program in accordance with federal requirements. It also serves as a Section 5310 program guide to the general public and prospective applicants and will assist the FTA in its oversight responsibilities by documenting RTA's procedures and policies for administering these programs. As the designated recipient, the RTA is required to have an approved PMP on file with the FTA Region V office and to update it regularly to incorporate any changes in program management or new requirements. The PMP will be incorporated by reference and made a part of every Technical Services Agreement (TSA) between the RTA and any subrecipient of Section 5310 funds.



The RTA continues to monitor the Job Access/Reverse Commute (JARC) program<sup>1</sup>, an activity that will continue through close-out of the active grants and will continue to be administered as delineated in the RTA's JARC/NF Program Management Plan.

## PROGRAM GOALS & OBJECTIVES

The following goals were developed in coordination with the Human Services Transportation Plan (HSTP) Project Advisory Committee, a group of regional stakeholders who serve as an advisory committee to the RTA:

- Improve mobility for seniors and individuals with disabilities throughout Northeastern Illinois by removing barriers to transportation services and expanding the transportation mobility options available. Toward this goal, RTA will provide financial and technical assistance to prospective awardees and recipients of Section 5310 funding for transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities.
- Meet the federal requirements associated with receiving FTA funding Section 5310.
- Develop projects that encourage local coordination efforts.
- Facilitate the flow and appropriate level of Section 5310 program funding to the region by ensuring that the HSTP fully complies with the federal regulations and with the spirit and intent of the Section 5310 Program.
- Establish a framework by which proposed projects requesting Section 5310 program funding can be solicited and selected through a fair and equitable process.
- Ensure that all components of the Plan/Programs have benefited from a comprehensive public involvement effort that has effectively reached out to public, private, and non-profit transportation providers, human services providers and other stakeholders representing persons with disabilities, seniors, and the general public.
- Encourage not only coordination among services supported by the Section 5310 Program, but also coordination among the broad array of community transportation services in the seven-county region.

---

<sup>1</sup> The federally funded Job Access Reverse Commute (JARC) program provided operating and capital assistance for transportation services that met the needs of low-income individuals and of reverse commuters. The New Freedom program provided public transportation alternatives beyond those required by the Americans with Disabilities Act. The RTA administered these two programs until 2013, when the JARC program was ended and the New Freedom program was rolled into the Section 5310 program.

# ROLES & RESPONSIBILITIES

## Federal Transit Administration (FTA)

The FTA, through its Region V Office in Chicago, has federal oversight responsibilities over local public and specialized transportation assistance programs. Regional responsibilities include reviewing and approving grant applications, program management plans, and grant management activities.

## HSTP Project Advisory Committee (PAC)

This committee of regional stakeholders helped update the Human Services Transportation Plan (HSTP). The members include representatives from the RTA Service Boards, IDOT, CMAP, the seven Northeastern Illinois counties, human services agencies that reflect populations of seniors, individuals with disabilities and low-income individuals and private non-profit and private for profit agencies. The HSTP PAC will continue to serve as an advisory body to the RTA, focusing on the ongoing implementation of the Section 5310 program.

## Project Selection Team (PST)

The project selection team (PST) is made up of seven representatives: two representatives from the Illinois Department of Transportation (IDOT), two from the RTA and two from the Chicago Metropolitan Agency for Planning (CMAP) and one from Easterseals. The PST members review each of the applications and score based on the criteria (identified later in this document) and recommend a Program of Projects that is released for public comment.

## Regional Transportation Authority (RTA)

The RTA as a designated recipient is responsible for overseeing and administering the Section 5310 Programs in Northeastern Illinois including the development a biennial Program of Projects (POP)<sup>2</sup>. In this capacity, the RTA also solicits applications, reviews and selects applications for funding, approves the POP, and submits the POP with the award applications to FTA. In addition, the RTA distributes award funds, conducts program planning, certifies the eligibility of applicants and project activities, monitors project activity for compliance with federal requirements, monitors usage of program assets by awardee, and oversees project

---

<sup>2</sup> The Program of Projects (POP) consists of projects (and the associated budgets) selected by the project selection team from the pool of applications submitted during the call for projects.

audit and close-out. The RTA also provides ongoing technical assistance to subrecipients and prospective subrecipients.

RTA was responsible for leading the development of the HSTP and will be responsible for certifying that projects receiving Section 5310 funding were included in the HSTP. The RTA also staffs the HSTP Project Advisory Committee (PAC) and the Project Selection Team. The Project Selection Team is responsible for conducting the technical evaluation of project submittals in accordance with the HSTP.

## **Illinois Department of Transportation (IDOT)**

IDOT is a co-designated recipient of Section 5310 funds. The co-designation status was approved by the Chicago Metropolitan Agency for Planning (CMAP), the Metropolitan Planning Organization (MPO) for Northeastern Illinois. Under this arrangement, IDOT will be responsible for project selection and the award of Section 5310 funded paratransit vehicles and RTA will be responsible for all other Section 5310 projects.

IDOT will solicit applications for the Combined Vehicle Program (CVP), review the applications and select awardees. This funding will be for the purchase of lift and ramp-equipped paratransit vehicles for eligible program recipients. IDOT also remains the agency responsible for the management of that program. IDOT is a member of the HSTP PAC and a member of the Project Selection Team.

## **Chicago Metropolitan Agency for Planning (CMAP)**

The Chicago Metropolitan Agency for Planning (CMAP) is the regional planning agency for northeastern Illinois and staffs the MPO Policy Committee, which is designated as the region's Metropolitan Planning Organization (MPO). CMAP has an established committee structure to help carry out the functions of the agency. Two of these committees, Human and Community Development and Transportation, also have specific roles with regard to the 5310 Program within the framework of their respective missions. The Human and Community Development Committee is made up of human service providers and advocates for older adults, persons with disabilities, and individuals with lower incomes. The committee is charged with providing advisory input to the CMAP board on proposed regional plans, projects, and policies from a human services based perspective. The RTA consults with this committee on the 5310 Program. The Human and Community Development Committee provided feedback on the updated HSTP. The CMAP Transportation Committee is charged with promoting a regional transportation system that is safe, efficient, and accessible while sustaining the region's vision related to the natural environment, economic and community development, social equity, and public health. The Transportation Committee includes public and private transportation providers, IDOT, representatives of municipalities and the counties of Northeastern Illinois. The Transportation Committee is also responsible for recommending projects for inclusion in the region's long-



range plan and the region’s Transportation Improvement Program. The updated HSTP was presented to the CMAP Transportation Committee as well as the CMAP MPO Policy Committee for endorsement.

Once a recommended POP is developed, it is submitted to the CMAP Human and Community Development Committee and CMAP Transportation Committee during the public comment period for information purposes. Two CMAP staff members also serve on the Project Selection Team. In addition, RTA has adopted the public participation requirements of the MPO in accordance with the FTA C 9030.1E Chapter V, Section 6d.

## COORDINATION

### **The Coordinated Public Transit – Human Services Transportation Plan**

The Coordinated Public Transit-Human Service Transportation Plan (HSTP) was first developed in 2007 and updated in 2013 to reflect the creation of the Section 5310 program as part of new transportation legislation at the time, Moving Ahead for Progress in the 21st Century (MAP-21) and most recently updated in 2021. The updated HSTP is included in this document as Exhibit A.

The creation of the HSTP and subsequent updates to the document was a collaborative planning effort led by the RTA to identify and recommend regional and local strategies that encourage the most effective use of available community transportation services to enhance mobility for the region’s older adults, persons with disabilities and persons with low incomes. The scope of the project covered the seven counties of Cook, DuPage, Lake, Kane, McHenry, and Will, as well as urbanized portions of Kendall County, Aux Sable Township in Grundy County and Sandwich and Somonauk Townships in DeKalb County. Recommendations were derived from extensive outreach to stakeholders, riders and rider representatives.

Any projects to be funded with Section 5310 funding must be derived or included in a locally developed human services coordinated plan, such as the HSTP.

## ELIGIBLE SUBRECIPIENTS

Entities considered eligible under federal guidelines for the Section 5310 Programs are eligible for funding in Northeastern Illinois. Generally, private non-profit organizations, or state or local government authorities that: (1) is approved by a state to coordinate services for seniors and individuals with disabilities; or (2) certifies that there are no non-profit organizations readily available in the area to provide the service. Governmental authorities eligible to apply for Section 5310 funds as “coordinators of services for seniors and individuals with disabilities” are those designated by the state to coordinate human service activities in a particular area. Examples of



such eligible governmental authorities are a county agency on aging or a public transit provider which the state has identified as the lead agency to coordinate transportation services funded by multiple federal or state human service programs.

Private taxi companies that provide shared-ride taxi service to the general public on a regular basis are operators of public transportation, and therefore eligible subrecipients. “Shared-ride” means two or more passengers in the same vehicle who are otherwise not traveling together. Similar to general public and ADA demand response service, every trip does not have to be shared-ride in order for a taxi company to be considered a shared-ride operator, but the general nature of the service must include shared rides.

The RTA encourages prospective applicants, which may not have the resources to assume the responsibilities of a subrecipient, to consider partnering with an RTA Service Board when the proposed project is within the RTA six-county area. A successful partnering approach eases the administrative burden on the smaller or inexperienced agency, while allowing the public transit operator and partnering agency to pool their expertise to develop a successful project.

The RTA is also responsible for entering into supplemental agreements, as necessary, with the RTA Service Boards: Chicago Transit Authority, Metra, and Pace, which, as Section 5307 direct recipients are eligible to be direct recipients for Section 5310 projects.

## LOCAL SHARE & LOCAL FUNDING REQUIREMENTS

The use of non-cash or soft match for Section 5310 projects is more restrictive than federal guidelines. RTA is allowing non-cash or soft match only for volunteer transportation program activities, physical improvements, computer hardware, and computer software.

Restricting the use of non-cash match to certain activities is designed to be consistent with and supportive of developing sustainable projects, a policy that has been strongly supported by the PAC. Obtaining the local cash match for a project in its initial stages, combined with other forms of local support, is a strong indicator of the potential sustainability of the project and thereby is encouraged by this policy.

Federal guidelines allow for non-cash match provided either through donations, volunteer services and in-kind contributions or through the use of transportation development credits<sup>3</sup>. The RTA has elected to permit only the use of cash match.

---

<sup>3</sup> Under this provision, a state is permitted to use certain toll revenue capital expenditures as a credit toward the non-federal matching share of eligible Transit projects.

If a project is providing service through a contract operator and the project meets the definition of a “traditional” capital project<sup>4</sup>, that awardee will still provide the equivalent of a 50% match for the contracted operations. The RTA retains discretion to allow for a 20% match (where allowable) in instances of financial need or hardship. This decision was reached to maintain equity among projects that are providing operations and to discourage additional reliance on federal assistance. One issue that was cited in the HSTP is the difficulty of achieving financial sustainability for these services. It was felt that increasing the federal share for projects is counterproductive to developing sustainable projects.

Local match funding must be drawn down at the same rate as awarded Section 5310 funds. This is to prevent delayed FTA drawdowns and potential loss of FTA funding due to inactivity. IDOT will be responsible for the awarding and purchase of Section 5310 vehicles, as noted previously. RTA will not be accepting applications for vehicles.

## PROJECT SELECTION CRITERIA & METHOD OF DISTRIBUTING FUNDS

### Overview of Project Selection and Funding Allocation Process

In determining a fair and equitable process for project selection, the PAC took into consideration the needs of projects that are still in operation and the need to allow for the implementation of new projects.

The following describes the process for funding allocation in the region:

- Funds will be allocated to IDOT, the designated recipient that will be responsible for selecting and awarding paratransit vehicle grants, based on the recent annual average of Section 5310 paratransit vehicle awards to Northeastern Illinois recipients.
- The balance of the estimated apportionments each year will be available to RTA. RTA will use this amount to defray RTA administration costs (if needed) and award eligible Section 5310 projects to Northeastern Illinois recipients.

---

<sup>4</sup> Section 5310(b) provides that of the amounts apportioned to states and designated recipients, not less than 55 percent shall be available for traditional Section 5310 projects—those public transportation capital projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, unavailable, or inappropriate. Further, the law provides that a recipient may allocate the funds apportioned to it to: a. A private nonprofit organization; or b. A state or local governmental authority that: is approved by a state to coordinate services for seniors and individuals with disabilities; or (2) certifies that there are no nonprofit organizations readily available in the area to provide the service.

- A competitive call for projects is released on a biennial basis, which allows for awarding two years of funding to potential operating projects. Applications received will be screened for eligibility by RTA staff and the Project Selection Team
- The Project Selection Team utilizes criteria approved by the PAC. In the event RTA submits an application, the RTA will recuse itself from scoring its own application(s) to ensure a fair and transparent project selection process.
- Separately, IDOT will solicit and evaluate paratransit vehicle grant applications in fulfillment of their role as designated recipient for that portion of the program.
- The Project Selection Team may recommend project approval at an amount and scope less than originally requested for any Section 5310 project submitted for consideration. In that instance, consultation will take place with the project applicant. The Selection criteria is summarized in the next section; detailed application and selection criteria are included in Exhibit B.

## CRRSAA Apportionment Allocation

On December 27, 2020, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) was signed into law. CRRSAA included supplemental appropriations for COVID-19 relief for the transit industry, specifically including Section 5310. The RTA will award the full Section 5310 appropriation to Pace Suburban Bus to support their ongoing Regional Call Center operations, which support many ongoing Section 5310 operating projects. Any additional recovery funds appropriated in 2021 will be included in the RTA’s biennial Call for Projects.

## Project Selection Criteria

Projects are first screened to determine whether they meet the following eligibility criteria:

- The proposed project addresses eligibility criteria laid out in the Section 5310 circular (FTA C 9070.1G, page III-9)
- The proposed project application identifies and addresses an unmet need identified in the HSTP
- A local match will be supplied

Eligible projects are then awarded points based on the following categories:

- Consistency with and support for the HSTP, *Invest in Transit: The 2018-2023 Regional Transit Strategic Plan for Chicago and Northeastern Illinois* and CMAP’s *ON TO 2050* plan.
- Project utilizes or coordinates with existing public transportation providers and private human service agencies





- Project demonstrates coordination between one or more partnering agency and improves access for target population
- Project provides for a mobility management function
- Project markets to the target population and promotes public awareness
- Project coordinates with existing public transportation providers and private human service agencies
- Applicant demonstrates ability to implement proposed project and manage federally-funded grants
- Applicant provides plan for assessing the proposed project’s performance through the course of the project, including tracking yearly data

## Prospective Applicant Outreach Process

Consistent with establishing and maintaining an open and transparent process, the RTA’s policy is to disseminate information and provide technical assistance to the maximum extent possible. Prospective applicants and the public are provided information on goals, eligible projects and activities, eligible applicants, selection criteria, description of the project selection process and Project Selection Team, available funding, local match guidelines, and the performance-monitoring program. This information is made available and disseminated through a variety of means:

- The RTA releases notice of the Call for Projects through various databases maintained by the RTA and CMAP, notifying over 3,000 individuals and organizations
- The Call for Projects timeline and all application materials are available on the RTA Website
- Program staff will meet with prospective applicants and interested parties in advance of or during the call for projects to answer questions prospective applicants may have
- The selection process utilizes evaluation criteria developed in consultation with the PAC.
- All applications received and the final approved POP are published on the program website [rtachicago.com/section5310](http://rtachicago.com/section5310).
- The RTA will invite each unsuccessful applicant to a separate debriefing session designed to assist the applicant in understanding why a particular project was not chosen and to help RTA gain insights on how the process may be improved for future calls for projects

- Applicants are provided with RTA staff contact information so they may receive technical assistance with the application or to obtain information on the program.
- Application materials include program information, funding availability and the criteria for screening and/or evaluation of the applications.

## ANNUAL PROGRAM OF PROJECTS DEVELOPMENT & APPROVAL PROCESS

### Program of Projects Development

A competitive call for projects is held biennially (every other year) to solicit new capital and operating projects and continuation projects. Upon the initiation of a call for projects all pertinent materials regarding the selection of projects will be published on the [rtachicago.com/Section5310](http://rtachicago.com/Section5310) web site. The call is typically released in the spring with the program of projects selected by the Project Selection Committee (PSC) based on the published eligibility and selection criteria. The recommended program of projects is then presented to the RTA Board for approval in the fall, following a public comment period.

### Approval Process Overview

Once the recommended POP is developed by the Project Selection Team, it is released for a public comment period. During this public comment period, the recommended POP is presented to CMAP's Transportation Committee and the HSTP PAC for comment. Upon the conclusion of the public comment period, the RTA Board considers approval of the recommended POP. Once approved by the RTA Board, the projects will be submitted to the Transportation Improvement Program (TIP)<sup>5</sup> and the application will be submitted to FTA for approval.

## ADMINISTRATION, PLANNING & TECHNICAL ASSISTANCE

Based upon federal transportation legislation and FTA guidelines, designated recipients of Section 5310 funding may utilize up to 10% of each annual apportionment to support program

---

<sup>5</sup> The Transportation Improvement Program (TIP) is metropolitan Chicago's agenda of surface transportation projects. The TIP lists all federally funded projects and regionally significant, non-federally funded projects programmed for implementation in the next five years.

administrative costs including administration, planning, and technical assistance (these funds are referred to as “program administration funds”). This activity may be funded entirely by federal funds and does not require local match. In accordance with these guidelines, the RTA will allow up to 10% of the total fiscal year apportionment allocated to RTA to defray administration, planning and technical assistance expenses. RTA will primarily use these funds for the administration of the Section 5310 program and to provide technical assistance to current and prospective recipients. Subrecipients will also be allowed to have up to 10% of the federal portion of their budget assigned to defraying Section 5310 project administrative expenses.

## TRANSFER OF FUNDS

Pursuant to C9070.1G, Chapter III, Section 5310 Funds cannot be transferred to other programs. Additionally, funds apportioned for large UZAs cannot be transferred to other areas.

## PRIVATE SECTOR PARTICIPATION

Federal law requires the public to be involved in the transportation planning process, and specifically requires that private providers be provided an opportunity to be consulted in developing transportation plans and programs in both urbanized and rural areas. Public involvement processes must be proactive and provide complete information, timely public notice, full public access to key decisions, and opportunities for early and continuing involvement throughout the transportation planning and programming process. To this end, the HSTP PAC includes private for profit and non-profit representation. As noted previously, the CMAP Human and Community Development and Transportation Committees also have representatives of both private for profit and private non-profit sector represented, providing these agencies an opportunity to participate in the development of the HSTP and the Section 5310 POP.

## CIVIL RIGHTS

The RTA agrees to comply with all applicable civil rights statutes and implementing regulations notated in the Section 5310 Circular (9070.1G). The RTA filed its most recent Title VI Program with the FTA on October 27, 2017. The program is currently under review by the FTA. In addition, the RTA specifically requires in all third party contracts and grant agreements that the contractor/recipient comply with all requirements of Title VI. Subrecipients are required to maintain and submit to the RTA a Title VI plan that complies with federal requirements.

The RTA last submitted an update to its DBE program to the FTA in July 2014, and submitted its DBE Triennial goal in August 2017. The RTA will submit an updated Triennial goal in 2019. As required by 49 C.F.R. Part 26 and approved by U.S. DOT, the RTA's DBE Program is incorporated into and made part of its third party contracts and agreements. The RTA specifically states in its third party contracts/grant agreements that breach of the RTA DBE Program and/or failure by the contractor/recipient to honor all commitments made to DBEs at the time of award will be considered a breach of contract. In addition, the RTA monitors invoices received to ascertain, among other things, that the contractor/recipient is providing the agreed upon work to any DBE subcontractors/subrecipients and that such DBE companies are being paid in a timely fashion.

Any awardee under FTA programs is required to comply with all applicable Federal civil rights statutes and with the implementing regulations for the statutes. FTA implements the Civil Rights Act of 1964 by prohibiting discrimination under projects, programs or activities receiving financial assistance because of race, color, creed, national origin, sex or age. The laws include: Title VI of the Civil Rights Act of 1964, Equal Employment Opportunity, Disadvantaged Business Enterprise and Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA).

The requirements for Civil Rights compliance are extended to subrecipients. Subrecipient assurances under Title VI and the other civil rights requirements are included in the application for assistance, in the required Annual Certifications and Assurances and in the contract with RTA. Subrecipient awardees are also required to identify any lawsuits or complaints alleging discrimination in service filed with the awardee. Civil rights monitoring will concentrate on how the awardee is providing service. Title VI also assures that funds are passed through to subrecipients and their project without regard to race, color, or national origin.

Subrecipient awardees requesting or receiving capital or operating assistance in excess of \$1 million in Federal funds in the previous Federal fiscal year or requests or received planning assistance in excess of \$250,000 in the previous Federal fiscal year or employing 100 or more transit-related employees are required to develop and submit an EEO program to the RTA. If the subrecipient meets the foregoing criteria and is also a direct recipient of FTA funds, the subrecipient should continue to submit its EEO program to the FTA. Subrecipients that meet the same monetary threshold but employ 50 or more transit-related employees must prepare and maintain an abbreviated EEO program. EEO programs are developed to ensure that FTA applicants, recipients, subrecipients, contactors, and/or subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. Actions covered include but are not limited to hiring, promotion or upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, disciplinary actions, rates of pay or other forms of compensation, and selection for training, including apprenticeship. EEO signs need to be posted in conspicuous places, such as an employee break room, and made available to employees and applicants. Subrecipient awardees



receiving less than the above amount and employing fewer people need only to post information in their offices.

Awardees receiving more than \$250,000 in Federal funds, exclusive of rolling stock, must have DBE plans on file with the RTA. Periodic reports on plan compliance are required. Awardees receiving less than the threshold level must still make good faith efforts to utilize DBE's and must submit periodic reports on these efforts. Subrecipients with an FTA approved DBE program shall be responsible for including all data relative to expenditures of FTA funds, no matter the intermediate source, in required DBE-related FTA submissions, including those funds utilized as a sub-recipient of an FTA grant to the RTA. This provision applies to subawardees at any tier. The RTA shall receive copies of all such reports.

## SECTION 504 & ADA REPORTING

The RTA agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which state the federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts will be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The RTA also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794 which prohibits discrimination on the basis of disability and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, and any subsequent amendments to these laws. Finally, the RTA agrees to comply with applicable laws in implementing federal regulations and directives and any subsequent amendments thereto.

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination on the basis of handicap by recipients of Federal financial assistance. Recipients of FTA funds are required to make special efforts to provide transportation that is accessible to individuals with disabilities. The RTA will monitor its sub-recipients' compliance with Section 504 and ADA reporting requirements using the same procedure utilized for Civil Rights compliance, as detailed in the previous section.

## PROGRAM PERFORMANCE MEASURES

FTA has established performance measures for Section 5310. Designated recipients are responsible for collecting the information from the subrecipients and reporting data to FTA regarding these performance measures. The reporting and data collection measures for the



Section 5310 Program will be prescribed in the grant agreements with subrecipients. Further, Subrecipients are also required to provide a plan for assessing the project's success through defined measures as part of their program application. The Circular 9070.1G presents the program measures in Chapter II, at page II-2 and in Chapter VI, at page VI-17.

Designated Recipients and States will submit both quantitative and qualitative information available on each of the following measures, as applicable to each subrecipient:

(1) Gaps in Service Filled: Provision of transportation options that would not otherwise be available for seniors and individuals with disabilities measures in numbers of seniors and individuals with disabilities afforded mobility they would not have without program support.

(2) Ridership: Actual or estimated number of rides (as measured by one-way trips) provided annually for seniors or individuals with disabilities on Section 5310 supported vehicles and services.

(3) Physical Improvements: Additions or changes to environmental infrastructure (e.g. transportation facilities, sidewalks, etc.), technology, and vehicles that impact availability of transportation services as a result of project implemented in the current reporting year. The RTA includes additional performance measures above and beyond those required by the FTA and unique to each recommendation from the HSTP. Details can be found in the project application, which is an exhibit to the HSTP.

## PROGRAM MANAGEMENT

### Subrecipient Awardee Requirements

This section applies to all RTA subrecipient awardees that contract with outside sources under the 5310 Program. If a subrecipient awardee accepts operating assistance, these requirements apply to all third party purchase orders and contracts, including contracts for operations. The subrecipient awardee is the entire legal entity even if only a particular component of the entity is designated in the grant agreement and other documents. For the purposes of this Third Party Contracting guidance, "awardee" also includes any subcontractor of the awardee. Furthermore, the subrecipient awardee is responsible for assuring that its subcontractors comply with the requirements and standards of this manual, and that subcontractors are aware of requirements imposed upon them.

When procuring property and services a subrecipient awardee will follow the same procurement policies and procedures that it uses for procurements using non-RTA awarded funds providing those procedures do not contradict or lower the minimum contracting

requirements of this section. Subrecipient awardees must, as a minimum, comply with the requirements of this section and ensure that every purchase order and contract executed by it or a subcontractor using RTA provided funds includes all clauses required by federal statutes and executive orders and their implementing regulations.

### Operators and Providers as Subcontractors

Subcontractors of awardees acting as either an operator or provider, which are institutions, hospitals or other nonprofit organizations, will administer contracts in accordance with these Third Party Contracting guidelines.

### Procurement

To ensure compliance with federal procurement requirements, RTA makes guidance and technical assistance accessible to its awardees consistent with oversight responsibilities delegated to RTA by agreements with FTA. Each recipient, including subrecipients, of FTA seeking Federal assistance to acquire property or services in support of its proposed project is requested to certify to FTA, in accordance with FTA Circular 4220.1 and 2 CFR 200, that its procurements and procurement system will comply with all applicable third-party procurement provisions of Federal laws, regulations, and directives, except to the extent FTA has expressly approved otherwise in writing. Certification of compliance will be made a part of each subrecipient's application and contract with RTA.

The RTA is required to perform reviews of subrecipients in carrying out grant programs with specific reference to their compliance with statutory and administrative requirements. Accordingly, RTA will review subrecipient procurement policies when a subrecipient plans to pursue a procurement subject to its grant agreement with the RTA. This review will only take place at this time. The review shall establish whether the subrecipient's procurement procedures conform to federal regulations, if not, RTA will require the subrecipient to follow procedures as approved by RTA in accordance with federal regulations.

The RTA's Technical Services Agreement, or "grant agreement," lists all RTA and other state and federal requirements applicable to RTA's awardees. The grant agreement will incorporate this document by reference. Many of these requirements are related to awardee procurements. Awardees are advised to consult the grant agreement for additional guidance and requirements.

### Liquidated Damages Provisions

An awardee may use liquidated damages if it may reasonably expect to suffer damages (increased costs on project) from late completion and the extent or amount of such damages can be reasonably determined. The assessment for damages shall be at a specific rate per day for each day of overrun in contract time, and the rate must be specified in the third party



contract. Any liquidated damages recovered shall be credited to the project account involved unless RTA permits otherwise.

### Contract Award Announcement

If an awardee announces contract awards with respect to any procurement for goods and services (including construction services) having an aggregate value of \$3,000 or more, the awardee shall:

- Specify the amount of RTA provided funds that will be used to finance the acquisition in any announcement of the contract award for such goods or services; and
- Express the said amount as a percentage of the total costs of the planned acquisition.

### Contract Provisions

All contracts shall include provisions to define a sound and complete agreement. In addition, contracts and subcontracts shall contain contractual provisions or conditions that allow for:

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, including sanctions and penalties as may be appropriate.
- Termination for cause and for convenience by the awardee or subcontractor including the manner by which it will be effected and the basis for settlement.

## Cost Principles and Cost Allocation

This section provides principles for determining costs applicable to service provision performed by operators or providers under third party contracts with an RTA funded awardee; and where applicable, under such grants when the awardee is a multi-purpose organization which provides funded transportation services directly.

These principles make no attempt to identify the circumstances or dictate the extent of agency and subcontractor participation in the financing of a particular project. The principles are designed to provide recognition of the full allocated costs of such an operating assistance project work under generally accepted accounting principles.

No provision for profit or other increment above cost is intended for government and non-profit subrecipients. In addition, wherever the term subcontractor is used in this section, it shall have the same meaning as provider, operator, and third party contractor.

### Policy

The successful application of these principles requires development of mutual understanding between RTA, awardees and their third party contractors as to their scope, implementation, and interpretation. It is recognized that:





- The arrangements for participation in the financing of an operating assistance project are properly subject to negotiation between the subcontractor and the awardee in accordance with whichever state, federal, and local laws and regulations as may be applicable.
- Each awardee, possessing its own unique combination of staff, facilities, and experience, should be encouraged to provide services in a manner consistent with its approved service plan and objectives.
- Each awardee, in the fulfillment of its obligations, should employ sound management practices.
- The application of the principles established herein should require no significant changes in the generally accepted accounting practices of awardees. Where wide variations exist in the treatment of a given cost item, the reasonableness of such treatments will be fully considered during the rate negotiations and audit.

### Application of Cost Principles in Grants Management

RTA will apply these principles and related policy guides in determining the costs incurred for such work under operating assistance projects funded in any part under an RTA grant agreement. These principles should also be used as a guide in the pricing of fixed-price contracts or lump sum agreements with subcontractors.

### Allowability of Costs

These are the tests of allowability of costs under these principles:

- Be necessary and reasonable for proper and efficient performance and administration of Federal awards.
- Be allocable to Federal awards under the provisions of this Circular.
- Be authorized or not prohibited under State or local laws or regulations.
- Conform to any limitations or exclusions set forth in these principles, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.
- Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the governmental unit.
- Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.

- Be determined in accordance with generally accepted accounting principles.
- Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, except as specifically provided by Federal law or regulation.
- Be the net of all applicable credits.
- Be adequately documented.

### Direct Costs

Direct costs are those costs which can be identified specifically with a particular project objective or activity which can be directly assigned to the project, relatively easily and with a high degree of accuracy.

### Indirect Costs

Indirect costs are those that have been incurred for common or joint objectives and therefore cannot be identified specifically (in whole or in part) with a particular program. Such costs are normally classified under the following functional categories:

- General administration and general expenses;
- Operating assistance and project administration expenses;
- Fixed facility operation and maintenance expenses; and
- Departmental administration expenses.

Awards under the program awarded prior to December 26, 2014, are subject to administrative requirements and cost principles found in 2 CFR Part 225. Awards made on or after December 26, 2014 shall follow guidance in 2 CFR Part 200 which supersedes and streamlines the former OMB Circulars on Uniform Administrative Guidance, A-87.

For additional details regarding cost allocation principles, awardees should refer to either Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (formerly OMB Circular A-87), as amended or 2 CFR Part 230 (formerly OMB Circular A-122), "Cost Principles for Nonprofit Organizations," as amended.

## Designated Recipient Program Management

The RTA developed a monitoring program and compliance review process to assure compliance with Federal and state requirements and to assist subrecipients with their efforts to improve project management and administration.



In general, receipt of any Federal award carries with it contractual requirements for reporting on the project's progress and for monitoring the use of award monies. Awards made by the Federal Transit Administration (FTA) are additionally monitored through performance reviews, either yearly or triennially, program management plan oversight, and site visits. In many instances, under the 5310 Program, the RTA is directly responsible for monitoring a sub-recipient/awardee's ability to manage, control, and administer Federal funds.

### The Review Process for Subrecipients

Prior to the initiation of a grant agreement with a new subrecipient, an orientation meeting is held to review all federal program requirements so that the subrecipient has a clear expectation of what it must do to maintain compliance with federal requirements. Once a subrecipient has an executed grant agreement with the RTA, periodic reviews are undertaken. A full review is required every three years. Its major components are a desk review of files stored at the RTA's office and an onsite visit of the awardee's offices and operating facilities. The reviews are customized in accordance with the subrecipient's project activities. For instance, a procurement review will only be undertaken if the subrecipient has a procurement activity or is expected to have a procurement project activity.

The overall compliance review consists of meetings and physically reviewing files, notices, facilities and equipment. The review splits some of the areas for compliance review between the desk review and the site visit depending upon where documentation is maintained or stored and if it is necessary to retain an item at a specific site or that it be posted at a site.

The need for site visits at other times also varies with the type of project involved. While they may coincide with a triennial review, these visits differ from those required every three years. They are generally made to review that the Federal and RTA interest is being maintained and in transit usage. For operating projects, the site visit might be conducted once over the term of the specific Federal grant or the subrecipient agreement. For capital projects, the site would be visited once every two years for the entire term that RTA maintains an interest in the project.

Some compliance items are combined for review because of the interrelated nature of the source documents for an item or their location. A good example of this would be the on-site review of vehicle and equipment maintenance with ADA compliance and continuing control of grant funded property.

#### Steps in the Review Process:

- Contact with awardee by email or letter to schedule the review
- Desk Review
- Site Visit
- Compliance Report



For general site visits, the RTA has determined that the frequency will vary depending on the type of project involved. Every awardee will be visited before their project is initially implemented. For operating projects, the site will be visited one or more additional times during the term of the grant. For capital projects, the site will be visited once every two years for the entire term that RTA maintains an interest in the project. At final grant close-out RTA staff will visit the project site.

### Desk Review

The desk review is performed in the RTA offices and reviews information required to be in the final grant application and ongoing reporting requirements, such as quarterly progress reports, yearly reports or requisitions.

### Site Visit

RTA staff will visit all Section 5310 subrecipients. The administrative purpose of the actual site visit is to:

- Conduct a face to face review meeting with the awardee
- Review the compliance areas that pertain to a specific awardee
- Verify compliance with the regulations associated with the receipt of Federal funds
- Review financial records
- Review project records
- Review written policies
- Review preventative maintenance records and inspect vehicles, equipment and facilities

It also gives RTA and awardee staff members the opportunity to discuss technical issues.

The general structure for the on-site review day includes:

- Entrance conference
- Visit facilities
- Inspect vehicles
- On-site records review
- Exit interview and meeting.

Visiting the facility allows the reviewer to verify that the facility or the part of the facility supporting transit service is in transit usage. Additionally, it allows a general observation on the facility's condition and whether required signs are properly posted. At some awardee properties it will be necessary to ride a route to review the service and ADA compliance. In the event that an on-site review is not possible, the subrecipient may arrange to review these items virtually via video webinar. A "ride behind" can replace a "ride along" on one of the vehicles to review the vehicle service and ADA compliance. This allows the reviewer to visually inspect without boarding the vehicle.



The awardee can prepare for the on-site review by reviewing a check list that RTA will provide citing the areas being reviewed and the documents that will need to be made available. A finding of non-compliance in an area means that the awardee will need to focus on accumulating or preparing information to reach compliance. RTA staff will be available to provide assistance with reaching compliance. It is very important that appropriate staff members be available for the entire site visit. Appropriate staff members would include the general manager or executive director, the finance manager and the maintenance manager.

### Compliance Review Report

Upon the conclusion of the review process a final report will be produced that includes a summary of findings, if any, and their disposition. The report will be based on the results of the on-site review(s) as included in the Compliance Review Report. The Compliance Review Report includes an itemized list of each subject area that may be reviewed as applicable (Exhibit C).

Once a subrecipient is notified of a deficiency, the subrecipient will be requested to respond with a plan to take the corrective action. In an instance where the compliance issue is not resolved to the satisfaction of the RTA, the RTA may:

- Suspend grant fund payments.
- Deem a subrecipient ineligible to receive additional grant funds either within the current program or future programs.
- Audit the subrecipient to determine compliance with contractual obligations.
- Terminate the grant contract(s).

## Accounting Systems and Audit

Awardees, operators, and third party contractors are responsible for establishing and maintaining adequate internal controls over all the functions which relate to project administration and implementation. The control systems must comply with the applicable Federal, FTA Grant Management, Circular 5010.1E, as revised) and all State of Illinois requirements.

For grants funding services it is important that the service be marketed to the target populations for the program. The awardee should be able to demonstrate that such a program is in place and in use.

The local share for grants must be from non-FTA sources and may include state funds as well as unrestricted Federal funds. Subrecipients are required to have an independent audit for operating grants. This must be prepared by an independent CPA and it must include a schedule of costs, revenues, and expenditures in comparison with the Approved Project Budget. All audits



performed must meet the requirements of 2 CFR Part 200 Subpart F (formerly OMB Circular A-133), Audits of States, Local Governments, and Non-Profit Organizations.

The scope of the audit must include an examination of the awardee and/or contractor records and test of transactions sufficient to enable the audit firm to express an opinion on the following items. That the records of receipts, disbursements, assets and liabilities and the presentation of those records in the financial statements of the awardee and/or contractor are in accordance with generally accepted accounting principles. The principles are consistently applied and present fairly the financial positions of the awardee and/or contractor and the results of its operations for the period covered by the audit. That the costs incurred are eligible under the contract. Finally, the audit must review the degree of compliance with the terms and conditions of the contract, the approved program and with RTA guidance.

## Closeout Procedures

RTA will use a two-step process to a move a Federal grant to closeout:

### Subrecipient Closeout

Subrecipients are responsible for writing “Final Invoice” on the last invoice the subrecipient submits. This process begins when all activities in the Technical Services Agreement (TSA) are completed or all funds in in the agreement are fully expended. A final status report should accompany the final invoice. The final status report should state whether all project goals have been accomplished.

### FTA Closeout

The RTA is responsible for administering the Federal grant closeout through the FTA’s TrAMS system. The RTA will make any necessary adjustments to the project budget and conduct a final grant project audit as required by Title 2 – Part 200. Grant closeout procedures are outlined in the following FTA Circulars: Section 5310, 9070.1G, page VI-15 and Grant Management Requirements, C. 5010.1E, as revised, page III-14.

“The awardee must initiate close-out of a grant when all approved activities are completed and/or applicable Federal funds expended. All close-out documentation must be submitted within 90 days of the completion of all activities in the grant. This requires notifying FTA by letter or e-mail that the grant is ready for close-out. The awardee should electronically submit the following in TRAMS as part of the grant close-out process: 1) a final budget reflecting actual project costs by scope and activity; 2) a final Federal Financial Report; 3) a final narrative MPR indicating the actual completion date of each ALI; a discussion of each ALI contained in the final budget and list of project property purchased under the grant; 4) a request to deobligate any unexpended balance of Federal funds; and 5) any other reports required as part of the terms and conditions of the grant.”



The Milestone Report will include information on the completion of the individual projects as well as the total project. All project records will be maintained by the RTA for three years.

## OTHER PROVISIONS

Prospective applicants are advised to carefully review the requirements of participating in RTA funded programs. In addition to state and local contractual provisions, subrecipient awardees must comply with the various federal requirements governing federal financial assistance programs. Accordingly, prospective applicants and awardees are advised to review the required federal provisions (and source documents) detailed in this section.

### **Title VI Nondiscrimination**

Requires that no person because of race, color, national origin, be excluded from participation in, or denied the benefits of any project funded in whole or in part with federal funds.

### **Equal Employment Opportunity (EEO)**

Requires that any recipient of FTA funds shall not discriminate against any employee or applicant for employment based on race, color, religion, sex, or national origin.

### **Section 504 of the Federal Transit Act**

Prohibits discrimination on the basis of disability by recipients of Federal financial assistance.

### **Americans with Disabilities Act**

Prohibits discrimination against qualified individuals in all programs, activities and services of public entities, as well as imposes specific requirements on public and private providers of public transportation.

### **Bus Testing Regulations**

Requires awardees to certify compliance with the federal bus testing requirements before accepting any new bus model.



## Restrictions on Lobbying

Requires that no federal funds are used for lobbying and if other funds are used that specific reporting requirements are met.

## Purchasing, including Buy America

- The “Common Rule “, U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR part 18. and “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations,” 49 CFR part 19, permits states to follow the same policies and procedures which they use for procurements funded with non-federal funds, to the extent permitted by Federal statutes and regulations.
- The purchasing area includes all third party purchases and contracts entered into by the awardee with Federal funds. Awardees at a minimum must have established internal procurement procedures. Awardees must insure that every purchase order and contract issued by the awardee or a subcontractor using Federal funds includes all clauses required by Federal, state, RTA and local statutes, executive orders and implementing regulations.

The RTA permits awardees to follow their own procurement policies provided that the basic Federal Third Party Contracting Guidelines standards are included in the procurement action. Those standards are detailed in FTA Circular 4220.1F, as revised.

If a awardee enters into agreement to operate service with a third party contractor the contractor is obligated to follow FTA procurement guidelines, regardless of the organizational status of the contractor, private for-profit or private non-profit.

## Maintenance, Satisfactory Continuing Control, Section 504 and ADA

Section 504 of the Rehabilitation Act, which preceded the Americans with Disabilities Act (ADA), prohibits discrimination of individuals on the basis of handicap by recipients of Federal financial assistance. The ADA, in addition to requiring the provision for complementary paratransit service, requires that vehicles and facilities be accessible. ADA regulations require that public and private entities providing transportation services maintain in operative condition all accessibility features such as lifts, elevators, ramps, securement devices, signage and communication equipment. Review of the awardee’s facilities, maintenance procedures and vehicles will include a review of facility accessibility and vehicle accessibility including lifts and other accessibility features. Training materials for operators will be reviewed. A bus route may be ridden to watch the system in operation.



Under State of Illinois guidelines all equipment must be utilized 100% for transit purposes. This is consistent with FTA circulars and their requirements for continuing control of project property (C5010.1E, as revised, Chapter IV – Project Management at Section 3 e (1)) FTA C. 9070.G, at page VI-3, does encourage maximum use of vehicles funded under the program. In all instances the vehicles must be used first for program related needs. Federal policy does allow some incidental use if the other program or project uses are currently or were previously supported with Federal funds. This is considered incidental as long as it does not interfere with the program use outlined in the application.

## **Safety and Security**

The development of formal safety and security plans is mandated for all programs. RTA will provide assistance and direction to subrecipients with the intention of making sure that the subrecipient recognizes the need for and benefit of a safety and security plan. FTA's authority in the area of safety is set forth in 49 USC 5329. Under this section FTA may conduct investigations into safety hazards and security risks. FTA and RTA are both concerned with the safety and security of transit passengers and transit workers.

While conducting the on-site compliance part of the monitoring program RTA staff should be aware of any safety or security issues at the awardee's property.

Manufacturers of vehicles and equipment will have procedures available for the safe operation of their products and for the training of operators. Certain transit providers may be affected by Federal Motor Carrier Safety Regulations and state motor carrier regulations. Insurance carriers expect and may require that specific equipment and operational practices be followed and that workplace safety guidelines be developed. Emergency preparedness procedures should be coordinated with other local agencies and governments.

Awardees should develop screening and training programs for volunteer drivers. The Agency Council on Coordinated Transportation (ACCT) published a guide "Volunteer Drivers – A Guide to Practices" to assist agencies in developing such programs. It contains useful information about managing a volunteer driver program including safety measures.

## **Charter Bus and School Bus**

The Charter Bus requirements, Title 49 U.S.C. 5323(d), generally limit the use by public transportation operators of federally funded equipment and facilities for charters unless there are no willing and able private operators available to operate the charter. Charter regulations (49 CFR Part 604), published in the Federal Register on January 14, 2008 (73 FR 2326) state, at §604.2 (e), "The requirements of this part shall not apply to a recipient that uses Federal financial



assistance from FTA for program purposes only, under 49 U.S.C. 5310.....” This relieves the operator of a 5310 project from this requirement while operating service under this program. Additionally at Sub-part B – Exceptions §604.7 provides an exception for recipients providing charter service to a Qualified Human Services Organization. This type of organization is defined as “...an organization that serves persons who qualify for human services or transportation - related programs or services due to disability, income or advanced age.” §604.3(q). The School Bus requirements, Title 49 U.S.C. 5323(f), prohibit the use of FTA funds for exclusive school bus transportation for school students and school personnel. The regulations do permit regular service to be modified to accommodate students along with the general public.

## **Drug-Free Workplace and Drug and Alcohol Testing**

All recipients of FTA funding are required under 49 CFR part 32 to maintain a drug-free workplace for all employees and to have an anti-drug policy, awareness program and training program. Awardees/subrecipients must notify employees that the use, manufacture, distribution, or possession of a controlled substance is prohibited in the workplace. Illinois state regulations at 30 ILCS 580/1 do require that all awardees certify that they provide a drug-free workplace.

FTA awardees that receive only 5310 program assistance are not subject to FTA’s Drug and Alcohol testing rules, but must comply with Federal Motor Carrier Safety Administration (FMCSA) rule for employees who hold Commercial Driver’s Licenses (CDL)(49 CFR part 382). All drivers of vehicles designed to transport 16 or more passengers (including the driver) must have a CDL. Mechanics that drive the vehicles must also have a CDL.

## **Labor Protections**

For FTA programs, 49 U.S.C. 5333(a) imposes Davis-Bacon Act prevailing wage requirements on construction projects. Section 5333(a) requires the Secretary ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed with the assistance of loans or grants under Chapter 53 be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

## **PROGRAM MANAGEMENT PLAN REVISIONS**

The RTA will submit this PMP to FTA for review and approval. FTA will keep copy of this PMP on file at the FTA Region V offices. An approved PMP remains valid until FTA approves a later plan submitted by the RTA, an FTA management review results in a specific request to the RTA by FTA for a revised PMP, or FTA announces significant new program documentation requirements. The RTA is responsible for revising this PMP to ensure consistency with Federal / FTA requirements. The RTA will issue timely revisions to this PMP, when needed and especially



when the information will be helpful to minority applicants, sub-recipients, and third-party contractors that will be affected by the revision.

If the RTA proposes significant revisions to this PMP, the RTA will provide an opportunity for Members of the PAC to provide comments on the proposed changes. Additionally, if this PMP is significantly changed or if the changes are considered “pervasive,” the RTA will submit a revised PMP to FTA Region V for review and approval. The RTA is not required to submit minor changes to this PMP to FTA for review and approval; however, the RTA will ensure that FTA Region V is notified regarding changes to this PMP and will provide FTA Region V with an up-to-date copy of this PMP.

| Revision Date  | Description                                                                                                                                                                                                                                                                                                       |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| September 2018 | Updated for FAST Act compliance and streamlining of content most useful for potential applicants and current awardees                                                                                                                                                                                             |
| March 2021     | Updated to reflect the revised Human Services Transportation Plan (HSTP) and new policies and procedures for the Section 5310 program, including local match and funding policies, selection criteria and project selection team. CRRSAA apportionment and future recovery funds allocation policy documentation. |

**CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

|                                                              |                                                                      |
|--------------------------------------------------------------|----------------------------------------------------------------------|
| <b>* APPLICANT'S ORGANIZATION</b><br><input type="text"/>    |                                                                      |
| <b>* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</b> |                                                                      |
| Prefix: <input type="text"/>                                 | * First Name: <input type="text"/> Middle Name: <input type="text"/> |
| * Last Name: <input type="text"/>                            | Suffix: <input type="text"/>                                         |
| * Title: <input type="text"/>                                |                                                                      |
| <b>* SIGNATURE:</b> <input type="text"/>                     | <b>* DATE:</b> <input type="text"/>                                  |

STATE OF ILLINOIS )  
                                          SS.  
COUNTY OF KANE    )

**RESOLUTION NO. 24-261**

**APPROVING A TECHNICAL SERVICES AGREEMENT BETWEEN THE REGIONAL TRANSPORTATION AUTHORITY AND THE COUNTY OF KANE FOR THE RIDE IN KANE PROGRAM, CONTRACT NUMBER S5310-2021-12, FEDERAL PROJECT NUMBER IL-2022-025, PHASE 19&20 OPERATING**

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and 5 ILCS 220/1, *et seq.* authorizes the County of Kane (hereinafter “County”) and the Regional Transportation Authority (hereinafter “RTA”), which are both units of local government, to cooperate in the performance of their respective duties and responsibilities by contract and other agreements; a

WHEREAS, the County and the RTA desire to enter into an intergovernmental agreement, (hereinafter the “Agreement”) to designate the County as administrator and fiscal agent of and to appropriate funds for the Ride In Kane Program (hereinafter “RIK”), (a copy of said Agreement is on file in the office of the Kane County Clerk); and

WHEREAS, the RIK Program provides transportation services for eligible Kane County persons 65 and over, low income, and individuals with disabilities and is also intended as a cooperative undertaking between the County and fifteen (15) other public and not for profit entities within the boundaries of Kane County (hereinafter the “RIK Sponsors”) who designate eligible riders within their respective jurisdictions and pay to defray the cost of RIK services provided to their respective ridership; and

WHEREAS, the approval of the RIK will require the County to yearly enter into separate agreements with each of the RIK Sponsors to provide for the reimbursement for each Sponsors’ share of RIK costs; and

WHEREAS, the RTA Agreement provides \$2,500,000.00 in Section 5310 Federal Transit Funds for part of the cost of up to, but not to, exceed fifty percent (50%) of the RIK Program ride services to people over 65, low income, and individuals with disabilities; and

WHEREAS, the RTA is requesting the Section 5310 Transit Funds be transferred to the County to allow for continued operations of the RIK Program pursuant to the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Agreement with RTA for the Ride in Kane Program is hereby approved and that the County Board Chairman is hereby authorized to execute said Agreement with RTA.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the Kane County Engineer is hereby authorized under his/her signature to enter into vetted, yearly agreements with each RIK Sponsor for the duration of the RTA Agreement; said agreements shall provide for the reimbursement by each RIK Sponsor of fifty percent (50%) of the local share of the RIK Sponsors' RIK Program Section 5310 Transit Fund costs.

Passed by the Kane County Board on June 11, 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 Technical Services Agreement between the Regional Transportation Authority and County of Kane for the Ride in Kane Program, Contract Number S5310-2021-12, Federal Project Number IL-2022-025, Phase 19&20 Operating

### **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 Ride in Kane program utilizes federal Section 5310 funding for operations. The Regional Transportation Authority (RTA) is the direct recipient of the funding and County of Kane acts as a sub recipient. This Technical Services Agreement with the RTA provides \$2,500,000 in Section 5310 Federal Transit Funds for Operating costs related to the Ride in Kane program. This amount represents the 50% federal share, with the local sponsors of Ride in Kane providing the required 50% local matching funds.

Staff recommends approval.

**TECHNICAL SERVICES AGREEMENT**

**between**

**THE REGIONAL TRANSPORTATION AUTHORITY**

**and**

**COUNTY OF KANE**

**Contract No.: [S5310-2021-12](#)**

**CFDA No.: 20.512**

**Federal Project No.: IL-2022-025**

**Award Date: 5/16/2022**

**SAM No. JDR6EZ6HML25**



## TABLE OF CONTENTS

|                                                                      |    |
|----------------------------------------------------------------------|----|
| ARTICLE I: DEFINITIONS .....                                         | 1  |
| ARTICLE II: THE RECIPIENT'S AUTHORITY AND COMMITMENT.....            | 2  |
| ARTICLE III: TERM OF AGREEMENT .....                                 | 2  |
| ARTICLE IV: TECHNICAL SERVICES AGREEMENT .....                       | 2  |
| ARTICLE V: METHOD OF FUNDING .....                                   | 4  |
| ARTICLE VI: ACCOMPLISHMENT OF THE PROJECT(S).....                    | 4  |
| ARTICLE VII: PASS-THROUGH FUNDING PROVISIONS.....                    | 6  |
| ARTICLE VIII: PROJECT ADMINISTRATION AND MANAGEMENT.....             | 7  |
| ARTICLE IX: REQUISITION, PAYMENT PROCEDURES, AND RECORD KEEPING..... | 7  |
| ARTICLE X: RIGHT OF THE RTA TO TERMINATE .....                       | 10 |
| ARTICLE XI: SETTLEMENT AND CLOSE-OUT .....                           | 11 |
| ARTICLE XII: PROCUREMENT .....                                       | 11 |
| ARTICLE XIII: THIRD-PARTY CONTRACT DISPUTES OR BREACHES.....         | 13 |
| ARTICLE XIV: ASSIGNMENT OF CONTRACT -- SUBCONTRACTORS.....           | 13 |
| ARTICLE XV: INDEMNIFICATION .....                                    | 13 |
| ARTICLE XVI: INDEPENDENCE OF RECIPIENT .....                         | 14 |
| ARTICLE XVII: NON-COLLUSION .....                                    | 14 |
| ARTICLE XVIII: CONFLICTS OF INTEREST .....                           | 14 |
| ARTICLE XIX: RECIPIENT'S RESPONSIBILITY FOR COMPLIANCE.....          | 15 |
| ARTICLE XX: LABOR LAW COMPLIANCE.....                                | 15 |
| ARTICLE XXI: CIVIL RIGHTS.....                                       | 16 |
| ARTICLE XXII: ENVIRONMENTAL COMPLIANCE .....                         | 21 |
| ARTICLE XXIII: DRUG FREE WORKPLACE .....                             | 21 |
| ARTICLE XXIV: RESTRICTIONS ON LOBBYING.....                          | 22 |
| ARTICLE XXV: PUBLIC RELATION.....                                    | 22 |
| ARTICLE XXVI: SEVERABILITY .....                                     | 22 |
| ARTICLE XXVII: ASSIGNMENT AND AGREEMENT.....                         | 23 |
| ARTICLE XXVIII: AMENDMENT .....                                      | 23 |
| ARTICLE XXIX: TITLES.....                                            | 23 |
| ARTICLE XXX: OWNERSHIP OF DOCUMENTS/TITLE TO WORK .....              | 23 |
| ARTICLE XXXI: ETHICS.....                                            | 25 |
| ARTICLE XXXII: PRIVACY.....                                          | 25 |
| ARTICLE XXXIII: DOCUMENTS FORMING THIS AGREEMENT.....                | 26 |
| ARTICLE XXXIV: SPECIAL CONDITIONS .....                              | 26 |
| ARTICLE XXXV: MISCELLANEOUS.....                                     | 26 |

This Technical Services Agreement (this "Agreement") is made by and between the Regional Transportation Authority, a municipal corporation and body politic formed under the laws of Illinois (the "RTA") and County of Kane, a municipal corporation and body politic formed under the laws of the State of Illinois, hereinafter referred to as "Recipient" (also referred to as "Grantee," which term shall include its successors, assigns and subrecipients/subgrantees)<sup>1</sup> as of May 01, 2024.

WHEREAS, the Recipient wishes to undertake one or more public transportation projects;  
and

WHEREAS, the Recipient has made application to the RTA for financial assistance or financial and technical assistance for the project(s) in accordance with the procedures established by the RTA; and

WHEREAS, the Recipient's application has been reviewed and approved by the RTA;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, this Agreement is made to provide financial assistance or financial and technical assistance to the Recipient in the form of a technical services agreement, to set forth the terms and conditions upon which the Agreement will be made, and to set forth the Agreement of the parties as to the manner in which the project(s) will be undertaken, completed, and used.

#### **ARTICLE I: DEFINITIONS**

1.1 "Allowable Cost" means an expense with respect to the Project(s) which meets the requirements of Article IX of this Agreement.

1.2 "Application" means the application submitted by the Recipient with respect to the Project(s). In the event of a conflict between the Application and the attached Exhibit A, Scope of Services, Exhibit A shall govern.

1.3 "Local Share" means that portion of the Net Project Cost of each Project provided by the Recipient pursuant to this Agreement.

1.4 "Net Project Cost" means the sum of the allowable costs incurred in performing the work on each Project, including work done by the Recipient.

1.5 "Project(s)" means the scope of specific activities for which the funds provided in this Agreement are to be expended, as set forth in Exhibit A, Scope of Services and in the plans, specifications, and schedules set forth in the Application.

---

<sup>1</sup> This document incorporates Federal Certifications and Assurances copied incorporated verbatim from federal circulars. The Certifications and Assurances also use the terms "Recipient," "Subrecipient" and "Applicant" interchangeably. The terms of this agreement and all federal requirements apply to any recipient of federal funds regardless of its status as Recipient, Subrecipient, Grantee, Subgrantee or Applicant, vis-à-vis the federal granting agency.

1.6 "Project Budget" means the anticipated Net Project Cost for each Project as shown in Exhibit B, Project Budget, as may be amended from time to time by the Recipient with RTA approval and in a format approved by the RTA.

1.7 "Project Facilities" means any facilities, equipment, or real property purchased, acquired, constructed, improved, renovated, or refurbished as part of each Project through the application of the RTA's Agreement funds.

1.8 "Service Life" shall mean, with respect to each Project Facility, the period set forth with respect to such Project Facility on Exhibit B, if applicable.

## **ARTICLE II: THE RECIPIENT'S AUTHORITY AND COMMITMENT**

2.1 The Recipient represents and warrants that it has the legal authority and the financial, technical, and managerial capacity to apply for, plan, manage, and complete the Project(s) for which funding is being provided under this Agreement.

2.2 The Recipient acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the United States or State of Illinois in connection with this Project, they reserve the right to impose on the Recipient the penalties of 18 USC 1001, 49 USC 5307, 31 USC 3801, and 49 CFR 31, as they may deem appropriate. Recipient agrees to include this clause in all state and federally-assisted contracts and subcontracts.

2.3 The Recipient agrees to undertake and complete the scope of each Project as set out in Exhibit A, Scope of Services, and in accordance with the Project Budget as set out in Exhibit B, Project Budget, and to provide for the use of Project Facilities as described in Exhibit A and the Application, in accordance with this Agreement and all applicable laws.

## **ARTICLE III: TERM OF AGREEMENT**

3.1 The term of this Agreement shall be from May 01, 2024 to May 31, 2027.

## **ARTICLE IV: TECHNICAL SERVICES AGREEMENT**

4.1 RTA Budget Commitment.

(a) Subject to the annual appropriation of funds by the RTA, the RTA hereby commits to provide the funds pursuant to paragraph 4.1(b) and as listed in Exhibit B, Project Budget, for the Project(s) in Exhibit A, Scope of Services.

(b) The RTA will provide 50.00% of the aggregate actual cost of all Projects as set forth on Exhibit B or \$2,500,000.00, whichever is less. The RTA shall have no liability regarding any Project funded by this Agreement in excess of the funds actually appropriated for the Project.

#### 4.2 Recipient Commitment to Complete Project(s) or Seek Amendment.

Subject to the RTA's appropriation of the funds described in paragraph 4.1, the Recipient agrees to complete the scope of all the Projects, and to provide funding up to the amount of Local Share of the Project Budget, or to seek an amendment in accordance with this subparagraph. The Recipient shall request an amendment to the Agreement in order to (1) add or delete a Project, (2) change the scope of any Project, or (3) change the Project Budget(s).

#### 4.3 Conformity with Project Budget.

(a) The Recipient shall carry out each Project and shall incur obligations against and disburse Project funds only in conformance with the latest approved Project Budget attached hereto as Exhibit B. A proposed revised Project Budget shall accompany any request to amend this Agreement.

(b) The Recipient must seek the prior approval of the RTA to revise the Project Budget(s) to increase or decrease the estimated Net Project Cost. In making this request the Recipient must demonstrate the following:

(1) A justifiable rationale for the revision in a particular Project;

(2) The revised budget for the Project covers the full scope of the Project funded under this Agreement, i.e., the revised budget of the Project is intended to be adequate for the completion of the Project;

(3) There are sufficient unspent funds in the Agreement contingency, should one be part of this Agreement, or any other Project which may be reallocated to the revised budget of the revised Project;

(4) The funds remaining in the Agreement contingency, should one be part of this Agreement, or any other Project after reallocation of funds to the revised budget for the Project are sufficient to provide for the uncompleted portions of all other Projects within the Agreement; and

(5) The proposed revision will not cause the aggregate amount of all Project Budgets as set forth on Exhibit B to be exceeded.

#### 4.4 Conformity with Program Management Plan (PMP).

(a) The Recipient shall adhere to the Program Management Plan (PMP) as included in Exhibit E.

## **ARTICLE V: METHOD OF FUNDING**

5.1 The RTA may finance its obligations, or any portion thereof, under this Agreement in any way it deems, in its sole discretion, to be most advantageous and fiscally sound, provided that nothing in this Agreement shall cause the Recipient to be obligated to any creditor of the RTA with respect to such financing.

5.2 All or part of any share of the Net Project Cost to be contributed by the Recipient may, with the express written prior approval of the RTA, be provided by the Recipient in the form of contributions of professional, technical or other services. The amount or value of any share of the Net Project Cost contributed by the Recipient is shown in Exhibit B.

5.3 In the event that the Recipient receives funds from any source with respect to the completion of the Project which do not appear in Exhibit B and were not included in determining the RTA share under paragraph 4.1(b) of this Agreement, the amount of this Agreement shall be recalculated and a proportionate amount of the RTA funding shall be refunded to the RTA. Such funds include, but are not limited to, the proceeds of any sale and leaseback arrangement with respect to Project Facilities, if any. This Section 5.3 shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise for a period equal to the Service Life of the relevant Project Facility.

## **ARTICLE VI: ACCOMPLISHMENT OF THE PROJECT(S)**

### 6.1 General.

(a) The Recipient shall commence, carry on, and complete the Project(s) with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement. The Recipient shall cause all contractors involved with the Project(s) to deliver and complete the Project(s) in accordance with the Project schedules submitted at time of application or as revised pursuant to paragraph 6.2(b) of this Agreement.

(b) In performance of its obligations pursuant to this Agreement, the Recipient and the contractors shall comply with all applicable provisions of federal, state, and local law. Specifically, Recipient and contractors agree to administer the Project in accordance with the applicable federal and state provisions, including all applicable Federal Transit Administration (hereinafter referred to as "FTA") Circulars and 49 CFR 18 and 19. All limits and standards set forth in this Agreement to be observed in the performance of a Project are minimum requirements and shall not affect the application of more restrictive standards to the performance of the Project.

(c) At or prior to the time that funds are needed to meet Project costs, the Recipient shall initiate and prosecute to completion all proceedings necessary to enable the Recipient to provide any share of the Net Project Cost which is to be provided by the Recipient.

(d) Nothing in this Agreement is intended to subject the RTA to any obligations or liabilities to contractors of the Recipient, or their respective subcontractors, or any other person not a party to this Agreement in connection with the performance of any Project pursuant to the provisions of this Agreement, notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

## 6.2 Project Completion.

(a) Any failure, except a force majeure event or any other reason beyond the control of the Recipient, to make progress which significantly endangers substantial performance of a Project within a reasonable time shall be deemed to be a violation of the terms of this Agreement.

(b) The Recipient shall complete each Project in accordance with the Project completion date provided at time of application or as revised. In the event the Recipient determines that, for whatever reason, a Project cannot be completed in accordance with the Project schedule, the Recipient shall immediately notify the RTA in writing, within thirty days, of: 1) the nature and extent of the delay; 2) the reason or reasons for the delay; 3) the adjustments to the Project schedule which can be made to ensure that the Project is completed on schedule; and 4) if the Project cannot be completed on schedule, the implications on the Project Budget due to the delay.

## 6.3 Use of Facilities.

(a) The Project Facilities, if any, shall be used by the Recipient as described in the Recipient's final, approved Application.

(b) If during the Service Life, the Project Facilities are not used in this manner, are sold or are otherwise disposed of, or are withdrawn from mass transportation service at the initiative of the Recipient (if applicable), the Recipient shall immediately notify the RTA and shall, at the RTA's discretion, remit to the RTA a proportional amount of the fair market value, if any, of the Project Facilities (determined on the basis of the ratio of the amounts paid by the RTA pursuant to this Agreement to the total cost of such Project Facilities). The fair market value shall be deemed to be the value of the Project Facilities as determined by a competent appraisal conducted as soon as feasible after such withdrawal or misuse occurs; or the actual proceeds from the public sale of such property, whichever is approved by the RTA; or, for rolling stock, the unamortized value of the remaining service life per unit based on straight-line depreciation of the original purchase price. Any appraiser employed for such purposes shall be subject to disapproval by the RTA on the grounds that it is not an independent appraiser.

(c) The Recipient shall maintain, in an amount and form satisfactory to the RTA, insurance or self-insurance with such reserves as will be adequate to protect Project Facilities throughout the period of their useful lives. The cost of such insurance shall not be an Allowable Cost for the Projects.

(d) This Section 6.3 shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise, for a period equal to the Service Life of the relevant Project Facility.

## **ARTICLE VII: PASS-THROUGH FUNDING PROVISIONS**

7.1 If this Agreement provides any portion of funding for which the RTA receives funds from a governmental entity subject to agreement, grant, or contract, the provisions contained therein and as detailed in the attached Exhibit C, Federal Certifications and Assurances, are hereby incorporated by reference and made a part of this Agreement. If the recipient will receive federal funds pursuant to this grant, the Master Agreement between RTA and the U.S. Department of Transportation, as may be amended from time to time, is also incorporated and made part of this Agreement. The Master Agreement may be found [here](#), or an updated copy may be requested from RTA. The provisions and requirements of the Master Agreement shall flow down to all sub-recipients and third parties at every tier and must be expressly incorporated into all procurement and non-procurement awards involving funds provided pursuant to this Agreement. The Recipient shall carry out each Project in such a manner as to comply with the requirements contained herein and the requirements of any governmental agreement, rules and regulations applicable to this Project. If it is not possible to carry out the project in such a manner, the Recipient shall, as soon as practicable, notify the RTA in writing of the specific provisions of each agreement, rule or regulation in conflict and reasons for conflict in order that appropriate arrangements may be made between the parties and any governmental entity to permit the Project to proceed.

7.2 The Recipient acknowledges that federal and state governmental requirements may change and the changed requirements will apply to the Project as required. The Recipient acknowledges that a reference to a specific law in this Agreement is considered to be a reference to 1) such law as it may be amended, modified or supplemented from time to time, 2) all regulations and rules pertaining to or promulgated pursuant to such law, (c) the successor to the law resulting from recodification or similar reorganizing of laws and (d) all future laws pertaining to the same or similar subject matter. The Recipient agrees to include in all subcontracts or lower tier agreements specific notice to this effect.

7.3 The Illinois Department of Transportation (IDOT) and the FTA shall not be subject to any obligations or liabilities by or to the Recipient or contractors of the Recipient or their subcontractors or any other person not party to this Agreement in connection with the performance of this Project, without their respective express written consent, notwithstanding the concurrence in or approval of the solicitation or the award by IDOT or FTA to such contractors or subcontractor(s). The Recipient agrees to include this clause in each subcontract or lower tier agreement financed in whole or in part with federal and/or state assistance.

## **ARTICLE VIII: PROJECT ADMINISTRATION AND MANAGEMENT**

### **8.1 Project Management.**

(a) The Recipient is responsible for administration and management of each Project.

(b) The RTA or its designee may conduct periodic on-site inspections of each Project to evaluate the effectiveness of the Recipient's arrangement for supervision and inspection and to evaluate the work done on the Project and adherence to this Agreement. The Recipient shall provide reasonable access to its premises, or cause its contractors to provide reasonable access to their premises, for the RTA and its designee to permit these inspections. Inspection of, or concurrence by, RTA in Project work does not relieve the Recipient of its responsibilities and liabilities. Any inspection must be coordinated with the Recipient's personnel for purposes of providing reasonable notice and adhering to safety regulations.

(c) Any Project management plan or amendment to such plan provided pursuant to any governmental agreement, grant or contract for any Project in this Agreement shall require written approval of the RTA.

(d) The Recipient shall report to the RTA regarding all Projects in this Agreement and shall provide to the RTA such information that the RTA deems necessary to meet its reporting responsibilities or other requests from the FTA or any other governmental agency. When requesting reimbursement from the RTA, the Recipient will be required to submit detailed requisitions and progress reports supported by properly executed payrolls, time records, invoices, contracts, or vouchers, evidencing in detail the nature and propriety of the charges.

## **ARTICLE IX: REQUISITION, PAYMENT PROCEDURES, AND RECORD KEEPING**

9.1 The Recipient shall establish and maintain as a separate set of accounts, or as an integral part of its current accounting scheme, accounts for each Project in conformity with requirements established by the RTA.

### **9.2 Allowable Costs.**

Funds provided by the RTA under this Agreement shall only be used to pay or reimburse the Recipient for allowable costs for a Project which meets all of the requirements set forth below:

(a) They shall be made in conformance with the final, approved Exhibit A, Scope of Services, and Exhibit B, Project Budget(s), and all other provisions of this Agreement;

(b) They shall be necessary in order to accomplish the Project;

(c) They shall be reasonable in amount for the goods or services purchased;



(d) They shall be actual net costs to the Recipient (i.e., the price paid minus any refunds, rebates, or other items of value received by the Recipient which have the effect of reducing the cost actually incurred);

(e) They shall be incurred (and for work performed) after the effective date of this Agreement, unless specific authorization from the RTA to the contrary is received (in no event will the RTA provide funding to reimburse expenses incurred after expiration of this Agreement);

(f) To the extent applicable, they shall be in conformance with the standards for allowability of costs established by IDOT. State of Illinois rates apply for travel, lodging, meals and other expenses, as applicable.

(g) They shall be satisfactorily documented;

(h) They shall be treated uniformly and consistently under accounting principles and procedures approved or prescribed by generally accepted accounting principles, and those approved or prescribed by the Recipient for its contractors; and

(i) They shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges. (In the event that it may be impractical to determine exact costs of indirect or service functions, allowable costs will include such allowances for these costs as may be approved by the RTA.)

### 9.3 Payment Procedures.

(a) The Recipient may make requests for payment of allowable costs under the Agreement, and the RTA shall honor such requests in the manner set forth in this paragraph. In order to receive payments, the Recipient shall:

- (1) Execute and submit to the RTA a requisition for approval by the RTA;
- (2) Have submitted all financial, progress, and other reports required by the RTA; and
- (3) Have received approval by the RTA for any budget revisions required to cover all costs to be incurred by the end of the requisition period.

(b) Upon receipt of the completed requisition form and the accompanying information in satisfactory form, the RTA shall process the requisition. If the Recipient is complying with its obligations pursuant to the Agreement, the RTA shall reimburse apparent allowable costs incurred by the Recipient up to the maximum amount of the RTA Agreement funds. Such reimbursement shall be made within sixty (60) days after receipt of each request for same from the recipient. However, reimbursement of any cost pursuant to this paragraph shall not constitute a final determination by the RTA of the allowability of such cost and shall not constitute a waiver of any

violation of the terms of this Agreement committed by the Recipient. The RTA will make a final determination as to the allowability of costs only after a final audit of the Agreement has been conducted pursuant to Article XI of the Agreement.

(c) In the event that the RTA determines that the payment should not be made, it shall notify the Recipient within twenty (20) days after receipt of the completed requisition form, stating the reasons for such determination.

(d) The Recipient agrees that upon completion of all of the Projects in this Agreement and after payment or provision for payment or reimbursement of all allowable costs, the Recipient shall refund to the RTA any unexpended balance of funds received by the Recipient under this Agreement.

#### 9.4 Records Retention.

(a) All books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement, this Agreement and all books, records, and supporting documents related to the Agreement must be retained by Recipient for a minimum of five (5) years after completion of this Agreement or such longer time as may be required by any governmental agency from which funds are obtained and shall be available for review and audit by authorized representatives of the RTA, the Illinois Auditor General, IDOT, the FTA, or another governmental agency with the following qualifications:

(1) All records must be retained until final audit is completed and all audit findings are resolved, unless otherwise agreed to by the RTA;

(2) If any litigation or claim is initiated before completion of the final audit, records must be retained until all litigation or claims involving these records have been resolved; and

(3) Records of any property acquired with RTA funds must be retained for three years after final disposition of the property.

(b) Should the Recipient administer any system of records on behalf of the Federal or State Government, the Privacy Act of 1974, 5 USC 552 and 49 CFR 10, Subpart C, imposes information restrictions on the party managing the system of records.

#### 9.5 Audits.

(a) Pursuant to all applicable Office of Management and Budget Circulars, the Recipient shall permit, and shall require its contractors to permit, at any time, the RTA, or IDOT or other state or federal agency, authorized to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records, including computer or electronically generated records, documents, and data, with

regard to each Project, and to audit the books, records, and accounts of the Recipient and its contractors with regard to each Project. The RTA also may require the Recipient to furnish at any time prior to closeout of the Agreement, audit reports with respect to the Agreement prepared according to generally accepted accounting principles. The Recipient agrees to promptly comply with recommendations contained in any RTA, IDOT or other state or federal agency final audit report.

(b) In accordance with 49 USC 5325(g), the Grantee agrees to require each third party whose contract award is not based on competitive bidding procedures as defined by the Secretary of U.S. DOT, to permit the Secretary, Comptroller General of the U.S., IDOT, the RTA, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third-party contract and audit the books, records, and accounts involved.

#### **ARTICLE X: RIGHT OF THE RTA TO TERMINATE**

10.1 Upon written notice to the Recipient, the RTA may suspend or terminate all or part of the financial and/or technical assistance provided herein if the Recipient is or has been in violation of the terms of the Agreement (including its obligation to provide for a portion of the funding for each Project as reflected on Exhibit B, if applicable), or if funding provided to the RTA pursuant to paragraph 7.1 is terminated. Termination of any Project in this Agreement will not invalidate obligations of the RTA to reimburse the Recipient for Project costs incurred up to and including the date of termination, nor invalidate obligations of the Recipient, properly incurred by the Recipient, to the extent they are noncancellable. The acceptance of a remittance by the RTA of any or all Project funds previously received by the Recipient or the closing out of the RTA financial participation in the Project shall not constitute a waiver of any claim which the RTA may otherwise have arising out of this Agreement.

For example, the foregoing remedies shall become available to the RTA if one of the following occurs:

(a) There is any misrepresentation of a material nature in the Application, or amendment thereof, or in respect to this Agreement or any document or data furnished pursuant hereto, or any other submission of the Recipient required by the RTA in connection with this Agreement;

(b) There is pending litigation which, in the opinion of the RTA, may jeopardize funding provided to the RTA pursuant to paragraph 7.1 of this Agreement;

(c) There has been in connection with the funding provided to the RTA pursuant to paragraph 7.1, any violation of the state or federal regulations, ordinances or statutes applicable to the Recipient, its officers or employees which, in the opinion of the RTA, affects this Agreement;

(d) Any funds provided by the RTA pursuant to this Agreement are used for an ineligible purpose;

(e) The Recipient is unable to substantiate the proper use of funding provided to the RTA pursuant to paragraph 7.1;

(f) The Recipient is in default under any of the provisions of this Agreement;

(g) There is failure to make progress which significantly endangers substantial completion of performance of the Project within a reasonable time, which failure shall be deemed to be a violation of the terms of this Agreement;

(h) The Recipient has failed to maintain the Project Facilities as required by this Agreement;

(i) The RTA determines that the purposes of the applicable governing laws would not be adequately served by continuation of state or federal assistance to the Project;

(j) The State Legislature or any federal agency fails to make sufficient appropriations for funding pertinent to that provided to the RTA pursuant to paragraph 7.1.

#### **ARTICLE XI: SETTLEMENT AND CLOSE-OUT**

11.1 Upon receipt of notice of successful completion of the Agreement or upon termination by the RTA, the RTA at its discretion will perform or contract for the performance of a final audit to determine the final allowability of costs incurred, and shall make final settlement of the RTA's obligations described in this Agreement. If the RTA has made payments to the Recipient in excess of the total amount of such RTA obligations, the Recipient shall promptly remit such excess to the RTA. The Agreement close-out occurs when the RTA notifies the Recipient and forwards the final Agreement payment or when an appropriate refund of RTA Agreement funds has been received from the Recipient and acknowledged by the RTA. Agreement close-out shall be subject to any continuing obligations imposed on the Recipient by this Agreement or contained in the final notification or acknowledgment from the RTA.

#### **ARTICLE XII: PROCUREMENT**

##### **12.1 Procurement Procedures.**

(a) The Recipient shall follow applicable federal, state, and local law and procedures when awarding and administering contracts for goods and services funded by this Agreement. Any such contract or subcontract for goods, property and services exceeding \$40,000 shall contain all

the clauses pursuant to FTA Circular 4220.1F and 49 CFR 18.36, 19.40-19.48, and the parties shall comply with the requirements therein.

(b) Apart from inconsistent requirements imposed by federal and state law, the Recipient (and its subcontractors) agrees that no federal or state funds shall be used to support procurement utilizing exclusionary or discriminatory specifications and it will comply with 49 USC 5323(h)(2).

(c) The Recipient agrees to comply with U.S. Maritime Administration Regulations, "Cargo Preference – U.S. Flag Vessels," 46 CFR 381, to the extent those regulations apply to the Project, and insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

(d) To the extent applicable, the Recipient agrees to comply with the requirements of 49 USC 5323 and FTA regulations, "Bus Testing", 49 CFR 665, and agrees to provide the RTA with applicable certifications and obtain applicable certifications from contractors, subcontractors and manufacturers.

(e) Each third-party contract (valued at more than \$100,000 for Construction and Acquisition of Goods or Rolling Stock) utilizing FTA assistance must conform with 49 USC 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR 661.

(f) The Recipient agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by IDOT and FTA.

(g) The Recipient agrees to comply with the requirements of Executive Order No. 12549 and 12689 "Debarment and Suspension," and U.S. Department of Transportation (DOT) regulations on Debarment, 49 CFR 29, and agrees to obtain applicable certifications from contractors and subcontractors and otherwise comply with federal and state regulations.

(h) The Recipient certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the Recipient made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the Recipient committed bribery or attempted bribery on behalf of the Recipient and pursuant to the direction or authorization of a responsible official of the Recipient. The Recipient further certifies that it has not been barred from contracting with a unit of the State or local government as a result of a violation of Title III, Part E, Article 33 of the Criminal Code. These certifications shall apply equally to any subrecipient or contractor, at all levels, without regard to the value of the subagreement or contract.

(i) Electronic and Information Technology – to the extent applicable, Recipient agrees to include in its specification requirements that all reports or information will be prepared and provided using electronic or information technology capable of assuring that, when provided to the

RTA, it will meet with the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973, as amended, 29 USC 794(d) and U.S. Architecture and Transportation Barriers Compliance Board (ATBCB) regulations “Electronic and Information Technology Accessibility Standards,” 36 CFR 1194.

## 12.2 Procurement Review.

The Recipient must obtain pre-award approval from the RTA for: (1) any proposed third-party contract; (2) any change order with a third-party contractor; and (3) any use of force account for activities funded by this Agreement.

### **ARTICLE XIII: THIRD-PARTY CONTRACT DISPUTES OR BREACHES**

13.1 The RTA, and any state or federal granting agency, has a vested interest in the settlement of disputes, defaults, or breaches involving any RTA-assisted third-party or subrecipient contracts for any Project. The RTA retains a right to a proportional share, based on the percentage of the RTA share committed to any Project, of any proceeds derived from any third-party recovery, after taking into account any costs incurred by the Recipient in securing the recovery. Therefore, the Recipient shall avail itself of all legal rights available under any third-party contract.

The Recipient shall promptly notify the RTA of any litigation, default, breach or major dispute pertaining to any third-party or subrecipient contract. This responsibility shall flow down to all sub-recipients at every tier and must be expressly contained in all procurement and non-procurement awards and agreements involving funds provided pursuant to this grant.

The RTA reserves the right to concur in any compromise or settlement of the Recipient’s claim(s) involving any third-party or subrecipient contract. If the third-party or subrecipient contract contains a liquidated damages provision, such proportional share of any liquidated damages recovered shall be credited to the Project account unless the RTA permits otherwise.

### **ARTICLE XIV: ASSIGNMENT OF CONTRACT - SUBCONTRACTORS**

14.1 The Recipient agrees that no contract for services of any kind in connection with a Project funded by this Agreement shall be assigned, transferred, conveyed, sublet, or otherwise disposed of without the prior written consent of the RTA. All subcontracts shall contain all applicable contract clauses pursuant to federal and state requirements, and as required by this Agreement.

### **ARTICLE XV: INDEMNIFICATION**

15.1 The Recipient agrees to save or hold harmless and indemnify the RTA from and against any and all losses, expenses, damages (including loss of use), demands, and claims, and shall defend any suit or action, whether at law or in equity, brought against it based on any alleged injury (including death) or damage relating to or arising out of any act or omission of the Recipient, its officers, employees and agents with respect to any Project funded by this Agreement and shall pay

all damages, judgments, costs, and expenses, including attorney's fees, in connection with any demands and claims resulting therefrom; provided, however, that the Recipient shall not be required to save harmless, indemnify, or defend the RTA due to the negligence or misconduct of the RTA or its successors, assigns, agents, or employees or their respective failure to reasonably perform under this Agreement. This Section 15.1 shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise.

#### **ARTICLE XVI: INDEPENDENCE OF RECIPIENT**

16.1 In no event shall the Recipient or any of its employees, agents, contractors or subcontractors be considered agents or employees of the RTA, IDOT, FTA, U.S. Department of Transportation, or State of Illinois. Furthermore, the Recipient agrees that none of its employees, agents, contractors, or subcontractors will hold themselves out as, or claim to be, agents, officers, or employees of the RTA, U.S. Government, or State of Illinois and will not by reason of any relationship with the Agreement make any claim, demand, or application to or for any right or privilege applicable to an agent, officer, or employees of the RTA, U.S. Government, or State of Illinois, including but not limited to, rights and privileges concerning workmen's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage, or retirement membership or credit.

#### **ARTICLE XVII: NON-COLLUSION**

17.1 The Recipient warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval of its Application for any Project pursuant to this Agreement. No Recipient officer or employee, or member of any unit of local government which contributes funds to any Project funded by this Agreement shall be admitted to any share or part of this Agreement or to any benefit arising therefrom other than nominal.

#### **ARTICLE XVIII: CONFLICTS OF INTEREST**

18.1 The Recipient hereby certifies that: (1) no employee, officer, board member, or agent of the Recipient is a director, officer or employee of the RTA or (2) if such relationship exists, it is not prohibited by any applicable conflict of interest laws. The Recipient further certifies that, to its knowledge, no employee, officer, board member, or agent of the Recipient has participated in the selection, award, or administration of a contract supported by federal or state funds where such participation constitutes a conflict of interest, whether real or apparent. This conflict of interest requirement applies to all former employees, officers, board members, and agents for one year from the date the employee, officer, board member, or agent ended its employment with the Recipient.

The Recipient acknowledges that no director, officer or employee of the RTA may represent the Recipient with respect to any application or agreement in regard to which such director, officer or employee may be called upon to vote. The Recipient hereby certifies that it has not been, and

shall not be, represented by any director, officer or employee of the RTA with respect to its application for financial or financial and technical assistance or this Agreement.

The Recipient agrees that its employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. The RTA may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Recipient relating to such contract, subcontract, or arrangement.

18.2 The Recipient agrees that it will prevent any real and apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third-party contractor or recipient or impair the objectivity in performing the contract work.

#### **ARTICLE XIX: RECIPIENT'S RESPONSIBILITY FOR COMPLIANCE**

19.1 Irrespective of the participation of other parties or third-party contractors, the Recipient remains primarily responsible for compliance with this Agreement and all applicable federal, state, and local laws and regulations. This responsibility shall flow down to all sub-recipients and third parties at every tier and must be expressly contained in all procurement and non-procurement awards and agreements involving the funds provided pursuant to this Agreement. If the Recipient will receive federal funds or funds from the Illinois Department of Transportation under this Agreement, the Recipient must complete Exhibit C, Federal Certifications and Assurances, and comply with applicable terms and conditions therein. In addition, if the Recipient will receive federal funds under this Agreement, the Recipient must complete Exhibit D, Annual Certification to Comply with Code of Federal Regulations (CFR) – Title 2, Part 200 Audit Requirements, and comply with the terms and conditions therein as well as those of the Master Agreement between RTA and the U.S. Department of Transportation, as may be amended from time to time. In particular, provisions of the Master Agreement requiring Flow-Down to third parties such as subrecipients and contractors at all tiers must be expressly contained in all procurement and non-procurement awards and agreements involving funds provided pursuant to this grant. The Master Agreement may be found [here](#), or an updated copy may be requested from RTA.

#### **ARTICLE XX: LABOR LAW COMPLIANCE**

20.1 The Recipient agrees to comply with the labor law compliance provisions of any FTA grant contract pertaining to any Project funded by this Agreement and all applicable federal and state labor laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum



fair wage standards for minors, payment of wages due employees, and health and safety of employees.

(a) Contract Work Hours and Safety Standards. The requirements of the clauses contained in 29 CFR 5.5(b) are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1. The Recipient and its subcontractors shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contracts for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this clause shall be made available by the Recipient or its subcontractors for inspection, copying, or transcription by authorized representatives of the FTA, U.S. Department of Transportation, or Department of Labor, and the Recipient or its subcontractors will permit such representatives to interview employees during working hours on the job.

(b) The Recipient or contractor shall insert in any subcontract the clauses set forth in 29 CFR 5.5(b), 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 in 29 CFR 5.5(b) involving overtime pay, unpaid wages and withholding for unpaid wages.

20.2 The Recipient also agrees to require any contractor performing professional or consulting service in connection with any Project funded by this Agreement to agree to adhere to the requirements of this Article.

## **ARTICLE XXI: CIVIL RIGHTS**

### **21.1 Non-Discrimination.**

The Recipient shall comply with and shall require its contractors and subcontractors to comply with all federal, state, and local laws, rules, regulations and ordinances relating to non-discrimination including, but not limited to, all requirements of Title VI of the Civil Rights Act of 1964, 42 USC 2000(d); Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC 6101, Section 202 of the Americans with Disabilities Act of 1990, 42 USC 12101 *et seq.*, Federal Transit Law at 49 USC 5332, and US DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 CFR 21, and any implementing requirements the FTA may issue.

## 21.2 Equal Employment Opportunity Clauses.

(a) Federal Equal Employment Opportunity – The following requirements apply to the Project and the Recipient agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance provided by FTA.

(1) Discrimination Prohibited – In accordance with 42 USC 2000(e), 49 USC 5332, the Recipient agrees to comply with any applicable Federal statutes, executive orders, regulations, and Federal policies including the U.S. Department of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR 60 *et seq.*, (which implement E.O. No. 11246, “Equal Employment Opportunity,” as amended by E.O. No. 11375, “Amending E.O. No. 11246 relating to Equal Employment Opportunity,”) that may in the future affect construction activities undertaken in the course of this Project. The Recipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, color, creed, sex, age 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. In addition, the Recipient agrees to comply with any implementing requirements FTA may issue.

(2) EEO Program Incorporated by Reference – If the Recipient is required to submit and obtain approval of its EEO program, that EEO program approved by the United States or State of Illinois government is incorporated by reference and made a part of this Agreement. Failure by the Recipient to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification of its failure to carry out the approved EEO program, the RTA and the United States or State of Illinois government may impose such remedies as it considers appropriate, including termination of financial assistance, or other measures that may affect the Recipient’s eligibility to obtain future financial assistance in transportation projects.

(3) Age – In accordance with 49 USC 5332, the Recipient agrees to refrain from discrimination against present and prospective employees for reasons of age. In addition, the Recipient agrees to comply with any implementing requirements FTA may issue.

(4) Disabilities – In accordance with 42 USC 12101, the Grantee agrees that it will comply with the requirements of 29 CFR 1630, pertaining to the employment of persons with disabilities. In addition, the Recipient agrees to comply with any implementing requirements FTA may issue.

(5) Sex – In accordance with Title IX of The Educational Amendments of 1972, as amended, 20 USC 1681 *et seq.*, and U.S. Department of Transportation regulations 45 CFR 86, the Recipient agrees to comply with prohibitions against discrimination on the basis of sex, and any federal requirements that may be promulgated.

(6) Language Proficiency – In accordance with Executive Order No. 13166, the Grantee agrees to comply with the applicable provisions of said Executive Order, “Improving Access to Services for Persons with Limited English Proficiency,” for improving access to services for persons with limited English proficiency, *see* 42 USC 2000d-1.

(7) Environmental Justice – The Recipient shall comply with the applicable policies of Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations”, *see* 42 USC 4321 note.

(b) Sexual Harassment – The Recipient will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the Recipient’s internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Resources and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* A copy shall be provided to the RTA upon request.

(c) Illinois Human Rights Act - In the event of the Recipient’s non-compliance with the provisions of the Illinois Equal Employment Opportunity Clause, the Illinois Human Rights Act or the rules and regulations (the “Rules and Regulations”) of the Illinois Department of Human Rights (the “IDHR”), the Recipient may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement the Recipient agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the IDHR Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Recipient's obligations under the Illinois Human Rights Act and the IDHR Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Recipient in its efforts to comply with such Act and Rules and Regulations, the Recipient will promptly so notify the IDHR and the contracting agency and will recruit employees for other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the IDHR Rules and Regulations, furnish all relevant information as may from time to time be requested by the IDHR or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the IDHR Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel for the contracting agency and the IDHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the IDHR Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this section in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the IDHR in the event any subcontractor fails to or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

### 21.3 Disabilities.

The Recipient shall comply with and shall require its contractors and subcontractors to comply with all applicable federal and state requirements under the ADA and all applicable federal and state laws and regulations relating to procurement and access requirements in accommodating individuals with disabilities. The Recipient shall comply with, and agrees to include the following requirements in each contract or subcontract, applicable state and federal requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC 12101, *et seq.*; 49 USC 5301(d); Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794; Architectural Barriers Act, as amended, 42 USC 4151, *et seq.*; including any amendments to the aforementioned Acts; and the following regulations and amendments thereto:

(a) DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR 37; "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance," 49 CFR 27; "Americans with Disabilities Act (ADA) Accessibility Guidelines/Specifications for Transportation Vehicles," 36 CFR 1192 and 49 CFR 38;

(b) Department of Justice (DOJ) regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR 35; and “Nondiscrimination on the Basis of a Disability by Public Accommodations and in Commercial Facilities,” 28 CFR 36;

(c) Uniform Federal Accessibility Standards, Appendix A to 41 CFR 101-19.6 (Copies of the Uniform Federal Accessibility Standards are available from the Office of Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development, 451 Seventh Street, S.W., Washington, DC 20410, telephone (202) 708-1112;

(d) U.S. EEOC regulations to implement the equal employment provisions of the ADA, 29 CFR 1630;

(e) Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 CFR 64, Subpart F;

(f) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR 609;

(g) U.S. ATBCB regulations “Electronic and Information Technology Accessibility Standards”, 36 CFR 1194; and

(h) Any implementing requirements FTA may issue.

#### 21.4 Disadvantaged Business Enterprises.

The following provisions shall apply to all Recipients as well as any subrecipients or subgrantees at any and all tiers who receive the funds provided in this Agreement in order to implement the Project.

(a) In accordance with 49 CFR Part 26.13(a), as amended, the Recipient assures the RTA that it shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement or the award and performance of any subcontract hereunder. Furthermore, the Recipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Recipient to carry out these requirements is a material breach of this Agreement, which may result in its termination or such other remedy as the RTA deems appropriate.

(b) Any Recipient with an FTA approved DBE program shall include the funds provided in this Agreement when submitting DBE-related data in reports required by the FTA pursuant to its approved program. The RTA shall receive copies of all such reports and will not be responsible for providing DBE-related data to the FTA regarding the funds provided in this Agreement.

(c) Any Recipient without an FTA approved DBE program shall adopt and abide by the RTA’s DBE program, which is incorporated as though fully set forth herein. The Recipient must inform the RTA whether it intends to abide by its own, or the RTA’s DBE program.

(d) The Recipient shall agree to include the language set forth in this Disadvantaged Business Enterprise Assurance in each subcontract it executes.

## **ARTICLE XXII: ENVIRONMENTAL COMPLIANCE**

The Recipient shall comply with and shall require its contractors and subcontractors to comply with all federal, state, and local laws, rules, regulations and ordinances imposing environmental, resource conservation, and energy requirements with respect to the Project. The Recipient expressly understands that the following items do not constitute the Recipient's entire obligation to meet federal requirements. The Recipient agrees to comply with the following requests:

22.1 Energy Conservation – The Recipient and its contractors at all tiers shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC 6321 *et seq.*

22.2 Clean Fuels – To the extent applicable the Recipient and its contractors and subcontractors shall comply with the requirements of “Clean Fuels Formula Grant Program”, 49 CFR 624 and any other applicable federal requirements, and 49 USC 5308.

## **ARTICLE XXIII: DRUG FREE WORKPLACE**

23.1 The Recipient certifies and agrees that it will provide a drug-free workplace as required by the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and that it will comply with all provisions thereof. Further, the Recipient agrees to comply with the U.S. DOT Drug Free Workplace Act, and U.S. DOT regulations, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)”, 49 CFR 32, and other U.S. DOT and FTA regulations and guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated.

23.2 If applicable, the Recipient also agrees to comply with all aspects of the anti-drug program outlined in the “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations” regulation, 49 CFR 655; “Procedures for Transportation Workplace Drug and Alcohol Testing Programs” regulation, 49 CFR 40, and to require contractors and subcontractors, when applicable under 49 U.S.C. 5331 and 49 CFR 655, to do the same.

23.3 Confidentiality – Drugs or Alcohol Abuse. The Recipient shall comply with, and agrees to include the following requirements in each contract or subcontract, applicable state and federal requirements of confidentiality and other Civil Rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 USC 1174 *et seq.* and the Public Health Service Act of 1912, 42 USC 290dd-2, including any amendments to the aforementioned Acts;

## **ARTICLE XXIV: RESTRICTIONS ON LOBBYING**

24.1 (a) If this Agreement provides funding in whole or in part from federal funds for a Project(s), the Recipient agrees to comply with Section 319 of the 1990 Department of Interior and Related Agencies Appropriations Act, 31 USC 1352 relating to restrictions on influencing or attempting to influence federal officials in connection with grants, cooperative agreements, or contracts. The Recipient shall certify its compliance with this Act as specifically described in subparagraphs (b) and (c) below by signing the attached Exhibit F, Certification Regarding Lobbying.

(b) The Recipient agrees that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

(d) The Recipient shall require that the language of this Article XXIV be included in the award documents for all third-party contracts and that all such contractors shall sign Exhibit F, Certification Regarding Lobbying and disclose accordingly.

## **ARTICLE XXV: PUBLIC RELATIONS**

25.1 The Recipient agrees to notify the RTA of the following: (i) upon receipt of any media, press, or mass information distribution system inquiry regarding the Project(s); (ii) upon receipt of any request for documents pursuant to the Freedom of Information Act (FOIA) pertaining to the Project(s); (iii) prior to issuing any press release or other media statement regarding the Project(s). The Recipient acknowledges that the duty to notify the RTA extends through Project(s) completion, and potentially beyond the term of this Agreement.

## **ARTICLE XXVI: SEVERABILITY**

26.1 If any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would continue to conform to the purposes, terms, and requirements of applicable law.

## **ARTICLE XXVII: ASSIGNMENT AND AGREEMENT**

27.1 This Agreement shall not be assigned, transferred, conveyed, sublet, or otherwise disposed of by the Recipient without the prior written consent of the RTA.

## **ARTICLE XXVIII: AMENDMENT**

28.1 The Parties agree that no change of the aggregate amount of all Project Budgets or a modification in scope of this Agreement shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations incurred in consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement and Exhibit A, Scope of Services, and Exhibit B, Project Budget, for each Project as appropriate, has been amended to conform thereto.

## **ARTICLE XXIX: TITLES**

29.1 The Parties agree that the titles of the articles and paragraphs of this Agreement are inserted for convenience of identification only and shall not be considered for any other purpose.

## **ARTICLE XXX: OWNERSHIP OF DOCUMENTS/TITLE TO WORK**

30.1 All documents, data, and records produced by Recipient and its contractors in carrying out Recipient's obligations and services hereunder, without limitation and whether preliminary or final, as between the RTA and Recipient shall become and remain the property of the RTA. The RTA shall have the right to use all such documents, data, and records without restriction or limitation and without additional compensation to Recipient. All documents, data, and records utilized in performing research shall be available for examination by the RTA upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data, and records shall, at the option of the RTA, be appropriately arranged, indexed, and delivered to the RTA by Recipient.

30.2 In accordance with 37 CFR 401, if any invention, improvement, or discovery of the Recipient or any of its subconsultants is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Recipient agrees to notify the RTA, IDOT and FTA immediately and provide a detailed report. The rights and responsibilities of the Recipient, its subcontractors, the RTA, IDOT, and FTA, with respect to such invention, improvement, or discovery will be determined in accordance with applicable state and federal laws, regulations, policies, and any waiver thereof. The Recipient agrees to insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

30.3 Rights in Data and Copyrights: The Recipient agrees as follows:



(a) The term “subject data” used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media, such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms, such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to project administration.

(b) The following provisions apply to all subject data first produced in the performance of this Agreement:

(1) Except for its own internal use, the Recipient may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the written consent of RTA, IDOT, or FTA, until such time as RTA, IDOT, or FTA, may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.

(2) As authorized by 49 CFR Part 18.34 and 49 CFR Part 19.36, RTA, IDOT and FTA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for “federal and state government purposes:”

(i) Any subject data developed under a grant, cooperative agreement, subgrant, subagreement, or third-party contract, irrespective of whether or not a copyright has been obtained; and

(ii) Any rights of copyright to which a third-party consultant purchases ownership with federal or state assistance.

(c) When the federal or state government provides assistance to a grantee for a Project involving planning, research, development, or a demonstration, it is generally FTA and IDOT’s intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA or IDOT determine otherwise, the recipient of IDOT or FTA assistance to support planning, research, development, or a demonstration financed under the Acts, as amended, understands and agrees that, in addition to the rights set forth in section 29.3 (b) above, IDOT or FTA may make available to any government grantee, third-party consultant, or third-party subconsultant, either the federal or state government’s license in the copyright to the subject data first produced under this Agreement. In the event that such a Project, which is the subject of this Agreement, is not completed for any reason

whatsoever, all data developed under that Project shall become subject data as defined in section 29.3 (a) above, and shall be delivered as RTA may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the Recipient's use, which costs are financed in whole or in part with IDOT or FTA assistance for transportation capital projects.

(d) Unless prohibited by state law, the Recipient agrees to indemnify, save, and hold harmless the RTA, the State of Illinois and FTA, as their officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Recipient shall not be required to indemnify the RTA, the State of Illinois and FTA for any such liability arising out of the wrongful acts of employees or agents of the RTA, the State of Illinois or FTA.

(e) Nothing contained in this section on rights in data shall imply a license to the RTA, IDOT or FTA under any patent to be construed as affecting the scope of any license or other right otherwise granted to the RTA, IDOT and FTA under any patent.

(f) The requirements of sub-sections (c), (d), and (e) of section 29.3 above, do not apply to material furnished to the Recipient by the RTA, IDOT and FTA and incorporated in the work carried out under this Agreement; provided that such incorporated material is identified by the Recipient at time of delivery of such work.

(g) The Recipient understands and agrees that data and information submitted to the RTA, IDOT or FTA may be required to be made available under the Freedom of Information Act or other state or federal statutes in accordance with 49 CFR 19.36, as revised.

#### **ARTICLE XXXI: ETHICS**

31.1 Bribery - Non-governmental Grantees and third-party contractors shall certify that they have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government. They also certify that they have not admitted guilt of such conduct which is a matter of record, nor do they have an official, agent, or employee who has committed bribery or attempted bribery on the firm's behalf under the direction or authorization of one of the Grantee's responsible officials. They also certify that they have not been barred from contracting with a State or local governmental unit as a result of a violation of Title III, Part E, Article 33 of the Illinois Criminal Code.

#### **ARTICLE XXXII: PRIVACY**

32.1 Should the Grantee, or any of its third-party contractors, or their employees, administer any system of records on behalf of the Federal or State Government, the Privacy Act of 1974, 5 U.S.C. 552 and 49 CFR 10, Subpart C, imposes information restrictions on the party managing the system of records.

### **ARTICLE XXXIII: DOCUMENTS FORMING THIS AGREEMENT**

33.1 The Parties agree that this constitutes the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth or incorporated by reference in the Agreement and that all prior arrangements and understandings in the connection are merged into and contained in this Agreement. The Parties hereto further agree that this Agreement consists of this “Technical Services Agreement,” and:

- Exhibit A, Scope of Services
- Exhibit B, Project Budget
- Exhibit C, Federal Certifications and Assurances
- Exhibit D, Annual Certification to Comply with Code of Federal Regulations (CFR) – Title 2, Part 200 Audit Requirements
- Exhibit E, Program Management Plan (PMP)
- Exhibit F, Certification Regarding Lobbying

### **ARTICLE XXXIV: SPECIAL CONDITIONS**

34.1 The Recipient shall submit quarterly progress reports in accordance with RTA’s schedule. The Recipient also agrees to submit invoices for reimbursement on a monthly basis. The Recipient also agrees to submit its single audit report and certification form to the RTA nine months after the end of the fiscal year, submit invoices for reimbursement on a monthly basis, and provide the RTA with notification of any staff changes as they occur.

### **ARTICLE XXXV: MISCELLANEOUS**

35.1 Notices. All notices, other communications and approvals required or permitted by this Agreement shall be in writing and shall be delivered, sent by certified or registered mail (return receipt requested and postage prepaid), addressed as follows:

- (a) in the case of the RTA:  
175 West Jackson Boulevard  
Suite 1550  
Chicago, Illinois 60604  
Attention: Sr. DED, Capital Programming and Planning
  
- (c) in the case of the Recipient:  
Kane County Government  
719 S. Batavia Ave, Bldg A  
Geneva, Illinois 60134  
Attention: Chief of Planning and Programming

or such other persons or addresses as either party may from time to time designate by notice to the other. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the addresses specified. All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the mail.

35.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the parties.

35.3 Governing Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the State of Illinois (excluding any conflict of laws rule or principle which might refer such interpretation to the laws of another jurisdiction).

35.4 Digital and Electronic Signatures. The parties hereby agree that this Agreement may be signed via electronic or digital signature. The parties further agree that the electronic or digital signatures appearing on and affixed to this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility, and are acknowledged as compliant with federal and state law and as secure electronic signatures pursuant to the Uniform Electronic Transactions Act (815 ILCS 333/1 *et seq.*) or any successor law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**RECIPIENT: COUNTY OF KANE**

By: \_\_\_\_\_  
CORINNE PIEROG  
COUNTY BOARD CHAIRMAN

Date: \_\_\_\_\_

**REGIONAL TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
LEANNE P. REDDEN  
EXECUTIVE DIRECTOR

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**for**  
**S5310-2021-12**

---

**Applicant:** COUNTY OF KANE  
**RTA Project Number:** 202100501  
**Project Name:** Ride in Kane Phase 19 & 20

**Project Description:**

Ride in Kane coordinates and provides access to transportation that include curb to curb paratransit services to eligible residents 65 and older, persons with a disability and low-income individuals. Ride in Kane offers low cost transportation to Kane County residents that are registered with participating sponsors.

The funds from sponsor commitments are required for the local match and will be utilized to continue to provide rides to and from work or work-related activities for individuals with disabilities, seniors (age 65 or older) and individuals who are deemed low income.

Ride in Kane is in partnership with 6 municipalities, 8 townships and 2 social services agencies. Currently these partners are the Association for Individual Development, Aurora Township, Batavia Township, City of Batavia, Blackberry Township, Big Rock Township, Campion Township, City of Elgin, City of Geneva, City of St. Charles, Dundee Township, Elgin Township, Pingree Grove Township, Village of South Elgin, St. Charles Township, Senior Services Associates.

This project is not Research & Development.

**EXHIBIT B**  
**PROJECT BUDGET**  
**for**  
**S5310-2021-12**

**Applicant: COUNTY OF KANE**

**Total Project Budget:** \$5,000,000.00

|                                   |                  |                                                   |
|-----------------------------------|------------------|---------------------------------------------------|
| <b>RTA Project Number/ Title:</b> | <b>202100501</b> | <b>Ride in Kane Phase 19 &amp; 20</b> (Operating) |
|-----------------------------------|------------------|---------------------------------------------------|

|                           | Project Budget        | In-kind       | Expected Project Funds |                |
|---------------------------|-----------------------|---------------|------------------------|----------------|
|                           |                       |               | Cash                   | Share          |
| <b>RTA</b>                | <b>\$2,500,000.00</b> | \$0.00        | \$0.00                 | .00%           |
| <b>Local</b>              | <b>\$2,500,000.00</b> | \$0.00        | \$0.00                 | .00%           |
| <b>Other</b>              |                       | \$0.00        | \$0.00                 | 0.00%          |
| <b>Indirect Cost Rate</b> |                       | \$0.00        | \$0.00                 | 0.00%          |
| <b>Total:</b>             | <b>\$5,000,000.00</b> | <b>\$0.00</b> | <b>\$0.00</b>          | <b>100.00%</b> |

## EXHIBIT D

### INSTRUCTIONS FOR ANNUAL CERTIFICATION TO COMPLY WITH CODE OF FEDERAL REGULATIONS (CFR) – TITLE 2, PART 200

Project Name: RIK Mobility Management

Does this Project receive federal funds?  Yes  No

Amount of federal funds: \$85,276.00

Federal Project Number: IL-2022-025

CFDA Number\*, Federal Agency, Program — 20.513

\*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

The Regional Transportation Authority (RTA) is required by federal law to obtain and review the single audit of all Grantees that had any federally participating funds pass through it, irrespective of the amount provided by the RTA. It is the responsibility of the Grantee expending federal funds to comply with the requirements of CFR, Title 2, Part 200 and determine whether they are required to have a single audit performed. Therefore, in accordance with CFR, Title 2-Subtitle A, Chapter II, Part 200, Subpart F, *Audit Requirements*, you are required to have a single audit performed if \$750,000 or more in federal awards from all sources including other agencies were expended in the fiscal year. To comply with this provision, the following must be submitted:

- The Grantee must submit to the RTA the attached Certification Form annually within one month of the close of the fiscal year.
- If applicable, a copy of the report of the single audit must be submitted no more than nine months after the end of the Grantee's fiscal year.

If your agency receives multiple awards from the RTA, only one annual submittal of this information is required.

The single audit must be comprised of four parts. The Grantee has the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with CFR, Title 2, Part 200.

Additional information which should be submitted to RTA, if applicable:

1. Corrective Action Plan(s)
2. Management Letter
3. Status of Prior Year Findings

**CODE OF FEDERAL REGULATIONS (CFR) – TITLE 2, PART 200  
AUDIT REQUIREMENTS CERTIFICATION FORM**

Grantee's Legal Name: County of Kane

Grantee's Address: \_\_\_\_\_

Grantee's Fiscal Year\*: \_\_\_\_\_  
(month) (day) (year) (month) (day) (year)

\*A **fiscal year** (or financial year, or sometimes budget year) is a period used for calculating annual ("yearly") financial statements in businesses and other organizations. The fiscal year is **not** your TSA contract period. Please indicate above the fiscal year this certification covers.

Project Name(s): Ride in Kane Mobility Management

**Please (1) check the appropriate box, (2) sign below, and (3) return this certification to the address below.**

I certify our agency did not expend \$750,000 or more in federal awards during the fiscal year entered above and was not required to have a single audit conducted.

Our agency will submit the audit no more than nine months after the end of the fiscal year.

Grantee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ E-Mail: \_\_\_\_\_

**Please return to:** Regional Transportation Authority  
Lalaine Alvarez, Director, Audit  
alvarezl@rtachicago.org



**EXHIBIT C**

Certifications and Assurances

Fiscal Year 2024

**FEDERAL FISCAL YEAR 2024 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: County of Kane

The Applicant certifies to the applicable provisions of all categories: (*check here*) \_\_\_\_\_.

*Or,*

The Applicant certifies to the applicable provisions of the categories it has selected:

| <b>Category</b>                                                                                                            | <b>Certification</b> |
|----------------------------------------------------------------------------------------------------------------------------|----------------------|
| 01 Certifications and Assurances Required of Every Applicant                                                               | _____ X _____        |
| 02 Public Transportation Agency Safety Plans                                                                               | _____                |
| 03 Tax Liability and Felony Convictions                                                                                    | _____                |
| 04 Lobbying                                                                                                                | _____ X _____        |
| 05 Private Sector Protections                                                                                              | _____                |
| 06 Transit Asset Management Plan                                                                                           | _____                |
| 07 Rolling Stock Buy America Reviews and Bus Testing                                                                       | _____                |
| 08 Urbanized Area Formula Grants Program                                                                                   | _____ X _____        |
| 09 Formula Grants for Rural Areas                                                                                          | _____                |
| 10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program | _____                |
| 11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs                            | _____                |

|    |                                                                         |            |
|----|-------------------------------------------------------------------------|------------|
| 12 | Enhanced Mobility of Seniors and Individuals with Disabilities Programs | X<br>_____ |
| 13 | State of Good Repair Grants                                             | _____      |
| 14 | Infrastructure Finance Programs                                         | _____      |
| 15 | Alcohol and Controlled Substances Testing                               | X<br>_____ |
| 16 | Rail Safety Training and Oversight                                      | _____      |
| 17 | Demand Responsive Service                                               | X<br>_____ |
| 18 | Interest and Financing Costs                                            | _____      |
| 19 | Cybersecurity Certification for Rail Rolling Stock and Operations       | _____      |
| 20 | Tribal Transit Programs                                                 | _____      |
| 21 | Emergency Relief Program                                                | _____      |

**CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE**

**AFFIRMATION OF APPLICANT**

Name of the Applicant: County of Kane

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant’s behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name \_\_\_\_\_ Authorized Representative of Applicant

**AFFIRMATION OF APPLICANT’S ATTORNEY**

For (Name of Applicant): County of Kane

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name \_\_\_\_\_ Attorney for Applicant

*Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant’s Attorney pertaining to the Applicant’s legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney’s signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.*

*Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.*

*Text in italic is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.*

## **CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.**

*All applicants must make the certifications in this category.*

### **1.1. Standard Assurances.**

*The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.*

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
  - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
  - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
  - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
  - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
  - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
  - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
  - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
  - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
  - (2) Notification of violating facilities pursuant to EO 11738;
  - (3) Protection of wetlands pursuant to EO 11990;
  - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
  - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
  - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
  - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
  - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
  - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
  - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
  - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
    - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
    - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
    - (3) Using forced labor in the performance of the award or subawards under the award.

## **1.2. Standard Assurances: Additional Assurances for Construction Projects.**

*This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.*

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

### 1.3. Procurement.

*The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.*

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

### 1.4. Suspension and Debarment.

*Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.*

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;



- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

**1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.**

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

**1.6. American Rescue Plan Act Funding.**

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

**CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS**

*This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).*

*This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.*

*This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C.*

*§ 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.*

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

- (a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and
- (b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

### **CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.**

*If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2023, Pub. L. 117-328, div. E, tit. VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT*

*Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.*

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

#### **CATEGORY 4. LOBBYING.**

*If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.*

*This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.*

##### **4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

#### **4.2. Statement for Loan Guarantees and Loan Insurance.**

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **CATEGORY 5. PRIVATE SECTOR PROTECTIONS.**

*If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.*

#### **5.1. Charter Service Agreement.**

*To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.*

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

**5.2. School Bus Agreement.**

*To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.*

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
  - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
  - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
  - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
  - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
  - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
  - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

**CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.**

*If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).*

The applicant certifies that it is in compliance with 49 CFR Part 625.

**CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.****7.1. Rolling Stock Buy America Reviews.**

*If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.*

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

**7.2. Bus Testing.**

*If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.*

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

**CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.**

*If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).*

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;

- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
  - (1) Senior;
  - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
  - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
  - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
  - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

**CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.**

*If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).*

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
  - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
  - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
  - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
  - (2) It has determined that otherwise eligible local transit needs are being addressed.

**CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.**

*If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).*

The applicant certifies that it:



- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

**CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.**

*If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.*

*If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.*

*Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.*

*If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).*

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

**CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.**

*If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.*

*In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).*

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

**CATEGORY 13. STATE OF GOOD REPAIR GRANTS.**

*If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.*

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

#### **CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.**

*If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks (“SIB”) Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).*

*Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.*

#### **CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.**

*If the applicant will apply for an award under FTA’s Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.*

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA’s regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

#### **CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.**

*If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.*

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, “Public Transportation Safety Certification Training Program”; and
- (b) Compliant with the requirements of 49 CFR Part 674, “State Safety Oversight”.

**CATEGORY 17. DEMAND RESPONSIVE SERVICE.**

*If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.*

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

**CATEGORY 18. INTEREST AND FINANCING COSTS.**

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

**CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.**

*If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.*

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

**CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).**

*Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.*

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
  - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost

- Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
- (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
  - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
- (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
  - (2) Category 06 (Transit Asset Management Plan),
  - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
  - (4) Category 09 (Formula Grants for Rural Areas),
  - (5) Category 15 (Alcohol and Controlled Substances Testing), and
  - (6) Category 17 (Demand Responsive Service).

**CATEGORY 21. EMERGENCY RELIEF PROGRAM.**

*An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.*

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

**EXHIBIT D**

**INSTRUCTIONS FOR ANNUAL CERTIFICATION TO COMPLY  
WITH CODE OF FEDERAL REGULATIONS (CFR) – TITLE 2, PART 200**

Project Name: Ride in Kane Phase 19 & 20 Operating

Does this Project receive federal funds?  Yes       No

Amount of federal funds: \$2,500,000.00

Federal Project Number: IL-2022-025

CFDA Number\*, Federal Agency, Program      —      20.513

\*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

The Regional Transportation Authority (RTA) is required by federal law to obtain and review the single audit of all Grantees that had any federally participating funds pass through it, irrespective of the amount provided by the RTA. It is the responsibility of the Grantee expending federal funds to comply with the requirements of CFR, Title 2, Part 200 and determine whether they are required to have a single audit performed. Therefore, in accordance with CFR, Title 2-Subtitle A, Chapter II, Part 200, Subpart F, *Audit Requirements*, you are required to have a single audit performed if \$750,000 or more in federal awards from all sources including other agencies were expended in the fiscal year. To comply with this provision, the following must be submitted:

- The Grantee must submit to the RTA the attached Certification Form annually within one month of the close of the fiscal year.
  
- If applicable, a copy of the report of the single audit must be submitted no more than nine months after the end of the Grantee’s fiscal year.

If your agency receives multiple awards from the RTA, only one annual submittal of this information is required.

The single audit must be comprised of four parts. The Grantee has the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor’s Report thereon.
3. Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor’s Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with CFR, Title 2, Part 200.

Additional information which should be submitted to RTA, if applicable:

1. Corrective Action Plan(s)
2. Management Letter
3. Status of Prior Year Findings

**CODE OF FEDERAL REGULATIONS (CFR) – TITLE 2, PART 200  
AUDIT REQUIREMENTS CERTIFICATION FORM**

Grantee's Legal Name: County of Kane

Grantee's Address: \_\_\_\_\_

Grantee's Fiscal Year\*: \_\_\_\_\_  
(month) (day) (year) (month) (day) (year)

\*A **fiscal year** (or financial year, or sometimes budget year) is a period used for calculating annual ("yearly") financial statements in businesses and other organizations. The fiscal year is **not** your TSA contract period. Please indicate above the fiscal year this certification covers.

Project Name(s): Ride in Kane Phase 19 & 20 Operating

**Please (1) check the appropriate box, (2) sign below, and (3) return this certification to the address below.**

I certify our agency did not expend \$750,000 or more in federal awards during the fiscal year entered above and was not required to have a single audit conducted.

Our agency will submit the audit no more than nine months after the end of the fiscal year.

Grantee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ E-Mail: \_\_\_\_\_

**Please return to:** Regional Transportation Authority  
Lalaine Alvarez, Director, Audit  
alvarezl@rtachicago.org





# Section 5310

## Program Management Plan

March 2021

175 W. Jackson Blvd., Suite 1650  
Chicago, IL 60604

(312) 913-3200  
RTAChicago.org

# Contents

|                                                                           |           |
|---------------------------------------------------------------------------|-----------|
| <b>INTRODUCTION .....</b>                                                 | <b>4</b>  |
| Overview of the Regional Transportation Authority .....                   | 4         |
| Overview of the Section 5310 Program.....                                 | 4         |
| Overview of the Program Management Plan .....                             | 4         |
| <b>PROGRAM GOALS &amp; OBJECTIVES .....</b>                               | <b>5</b>  |
| <b>ROLES &amp; RESPONSIBILITIES .....</b>                                 | <b>6</b>  |
| Federal Transit Administration (FTA).....                                 | 6         |
| HSTP Project Advisory Committee (PAC).....                                | 6         |
| Project Selection Team (PST) .....                                        | 6         |
| Regional Transportation Authority (RTA) .....                             | 6         |
| Illinois Department of Transportation (IDOT).....                         | 7         |
| Chicago Metropolitan Agency for Planning (CMAP).....                      | 7         |
| <b>COORDINATION .....</b>                                                 | <b>8</b>  |
| The Coordinated Public Transit – Human Services Transportation Plan.....  | 8         |
| <b>ELIGIBLE SUBRECIPIENTS .....</b>                                       | <b>8</b>  |
| <b>LOCAL SHARE &amp; LOCAL FUNDING REQUIREMENTS .....</b>                 | <b>9</b>  |
| <b>PROJECT SELECTION CRITERIA &amp; METHOD OF DISTRIBUTING FUNDS.....</b> | <b>10</b> |
| Overview of Project Selection and Funding Allocation Process .....        | 10        |
| CRRSAA Apportionment Allocation .....                                     | 11        |
| Project Selection Criteria .....                                          | 11        |
| Prospective Applicant Outreach Process.....                               | 12        |
| <b>ANNUAL PROGRAM OF PROJECTS DEVELOPMENT &amp; APPROVAL PROCESS.....</b> | <b>13</b> |
| Program of Projects Development .....                                     | 13        |
| Approval Process Overview .....                                           | 13        |
| <b>ADMINISTRATION, PLANNING &amp; TECHNICAL ASSISTANCE .....</b>          | <b>13</b> |
| <b>TRANSFER OF FUNDS.....</b>                                             | <b>14</b> |
| <b>PRIVATE SECTOR PARTICIPATION.....</b>                                  | <b>14</b> |
| <b>CIVIL RIGHTS .....</b>                                                 | <b>14</b> |
| <b>SECTION 504 &amp; ADA REPORTING.....</b>                               | <b>16</b> |
| <b>PROGRAM PERFORMANCE MEASURES .....</b>                                 | <b>16</b> |
| <b>PROGRAM MANAGEMENT .....</b>                                           | <b>17</b> |
| Subrecipient Awardee Requirements.....                                    | 17        |
| <i>Operators and Providers as Subcontractors.....</i>                     | <i>18</i> |
| <i>Procurement .....</i>                                                  | <i>18</i> |
| <i>Liquidated Damages Provisions.....</i>                                 | <i>18</i> |
| <i>Contract Award Announcement .....</i>                                  | <i>19</i> |
| <i>Contract Provisions.....</i>                                           | <i>19</i> |
| Cost Principles and Cost Allocation.....                                  | 19        |
| <i>Policy.....</i>                                                        | <i>19</i> |



|                                                                        |           |
|------------------------------------------------------------------------|-----------|
| <i>Application of Cost Principles in Grants Management</i> .....       | 20        |
| <i>Allowability of Costs</i> .....                                     | 20        |
| <i>Direct Costs</i> .....                                              | 21        |
| <i>Indirect Costs</i> .....                                            | 21        |
| Designated Recipient Program Management .....                          | 21        |
| <i>The Review Process for Subrecipients</i> .....                      | 22        |
| <i>Desk Review</i> .....                                               | 23        |
| <i>Site Visit</i> .....                                                | 23        |
| <i>Compliance Review Report</i> .....                                  | 24        |
| Accounting Systems and Audit .....                                     | 24        |
| Closeout Procedures.....                                               | 25        |
| <i>Subrecipient Closeout</i> .....                                     | 25        |
| <i>FTA Closeout</i> .....                                              | 25        |
| <b>OTHER PROVISIONS</b> .....                                          | <b>26</b> |
| Title VI Nondiscrimination .....                                       | 26        |
| Equal Employment Opportunity (EEO) .....                               | 26        |
| Section 504 of the Federal Transit Act.....                            | 26        |
| Americans with Disabilities Act.....                                   | 26        |
| Bus Testing Regulations .....                                          | 26        |
| Restrictions on Lobbying.....                                          | 27        |
| Purchasing, including Buy America.....                                 | 27        |
| Maintenance, Satisfactory Continuing Control, Section 504 and ADA..... | 27        |
| Safety and Security .....                                              | 28        |
| Charter Bus and School Bus .....                                       | 28        |
| Drug-Free Workplace and Drug and Alcohol Testing .....                 | 29        |
| Labor Protections.....                                                 | 29        |
| <b>PROGRAM MANAGEMENT PLAN REVISIONS</b> .....                         | <b>29</b> |

# INTRODUCTION

## Overview of the Regional Transportation Authority

The Illinois State Legislature created the RTA in 1974 to provide public transportation in the six counties of Cook, DuPage, Kane, Lake, McHenry, and Will Counties. The RTA, governed by a 16-member Board, is responsible for fiscal planning and policy oversight of public transportation in the six county RTA region. The actual operation of transit services is the responsibility of the RTA's service boards: the Chicago Transit Authority (CTA), the Commuter Rail Division (Metra), and the Suburban Bus Division (Pace).

## Overview of the Section 5310 Program

The Enhanced Mobility of Seniors and Individuals with Disabilities Program (Section 5310) is a federal program administered by the Federal Transit Administration (FTA). The goal of the program is to improve mobility for seniors and individuals with disabilities throughout the country by removing barriers to transportation service and expanding transportation mobility options. The program supports transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities. Toward this goal, FTA provides financial assistance for transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities in all areas—large urbanized, small urbanized, and rural.

The Governor of Illinois designated the RTA to receive and dispense FTA Section 5310 funds. The RTA as the designated recipient is responsible for overseeing and administering a portion of the Section 5310 program in Northeastern Illinois that includes the six-county RTA region, comprising Cook, DuPage, Kane, Lake, McHenry and Will counties, plus the urbanized portions of Kendall County, Sandwich Township (DeKalb County), Somonauk Township (DeKalb County), and Aux Sable Township (Grundey County). The Illinois Department of Transportation (IDOT) is co-designated recipient of Section 5310 funding, and administers the vehicle purchasing through its Combined Vehicle Purchase Program.

## Overview of the Program Management Plan

This Program Management Plan (PMP) describes the Regional Transportation Authority's (RTA) policies and procedures for administering the Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program. The RTA developed the PMP in accordance with current Federal Transit Laws and regulations as well as Circular 9070.1G. The PMP facilitates RTA's management and administration of the Section 5310 program in accordance with federal requirements. It also serves as a Section 5310 program guide to the general public and prospective applicants and will assist the FTA in its oversight responsibilities by documenting RTA's procedures and policies for administering these programs. As the designated recipient, the RTA is required to have an approved PMP on file with the FTA Region V office and to update it regularly to incorporate any changes in program management or new requirements. The PMP will be incorporated by reference and made a part of every Technical Services Agreement (TSA) between the RTA and any subrecipient of Section 5310 funds.



The RTA continues to monitor the Job Access/Reverse Commute (JARC) program<sup>1</sup>, an activity that will continue through close-out of the active grants and will continue to be administered as delineated in the RTA's JARC/NF Program Management Plan.

## PROGRAM GOALS & OBJECTIVES

The following goals were developed in coordination with the Human Services Transportation Plan (HSTP) Project Advisory Committee, a group of regional stakeholders who serve as an advisory committee to the RTA:

- Improve mobility for seniors and individuals with disabilities throughout Northeastern Illinois by removing barriers to transportation services and expanding the transportation mobility options available. Toward this goal, RTA will provide financial and technical assistance to prospective awardees and recipients of Section 5310 funding for transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities.
- Meet the federal requirements associated with receiving FTA funding Section 5310.
- Develop projects that encourage local coordination efforts.
- Facilitate the flow and appropriate level of Section 5310 program funding to the region by ensuring that the HSTP fully complies with the federal regulations and with the spirit and intent of the Section 5310 Program.
- Establish a framework by which proposed projects requesting Section 5310 program funding can be solicited and selected through a fair and equitable process.
- Ensure that all components of the Plan/Programs have benefited from a comprehensive public involvement effort that has effectively reached out to public, private, and non-profit transportation providers, human services providers and other stakeholders representing persons with disabilities, seniors, and the general public.
- Encourage not only coordination among services supported by the Section 5310 Program, but also coordination among the broad array of community transportation services in the seven-county region.

---

<sup>1</sup> The federally funded Job Access Reverse Commute (JARC) program provided operating and capital assistance for transportation services that met the needs of low-income individuals and of reverse commuters. The New Freedom program provided public transportation alternatives beyond those required by the Americans with Disabilities Act. The RTA administered these two programs until 2013, when the JARC program was ended and the New Freedom program was rolled into the Section 5310 program.

# ROLES & RESPONSIBILITIES

## Federal Transit Administration (FTA)

The FTA, through its Region V Office in Chicago, has federal oversight responsibilities over local public and specialized transportation assistance programs. Regional responsibilities include reviewing and approving grant applications, program management plans, and grant management activities.

## HSTP Project Advisory Committee (PAC)

This committee of regional stakeholders helped update the Human Services Transportation Plan (HSTP). The members include representatives from the RTA Service Boards, IDOT, CMAP, the seven Northeastern Illinois counties, human services agencies that reflect populations of seniors, individuals with disabilities and low-income individuals and private non-profit and private for profit agencies. The HSTP PAC will continue to serve as an advisory body to the RTA, focusing on the ongoing implementation of the Section 5310 program.

## Project Selection Team (PST)

The project selection team (PST) is made up of seven representatives: two representatives from the Illinois Department of Transportation (IDOT), two from the RTA and two from the Chicago Metropolitan Agency for Planning (CMAP) and one from Easterseals. The PST members review each of the applications and score based on the criteria (identified later in this document) and recommend a Program of Projects that is released for public comment.

## Regional Transportation Authority (RTA)

The RTA as a designated recipient is responsible for overseeing and administering the Section 5310 Programs in Northeastern Illinois including the development a biennial Program of Projects (POP)<sup>2</sup>. In this capacity, the RTA also solicits applications, reviews and selects applications for funding, approves the POP, and submits the POP with the award applications to FTA. In addition, the RTA distributes award funds, conducts program planning, certifies the eligibility of applicants and project activities, monitors project activity for compliance with federal requirements, monitors usage of program assets by awardee, and oversees project

---

<sup>2</sup> The Program of Projects (POP) consists of projects (and the associated budgets) selected by the project selection team from the pool of applications submitted during the call for projects.

audit and close-out. The RTA also provides ongoing technical assistance to subrecipients and prospective subrecipients.

RTA was responsible for leading the development of the HSTP and will be responsible for certifying that projects receiving Section 5310 funding were included in the HSTP. The RTA also staffs the HSTP Project Advisory Committee (PAC) and the Project Selection Team. The Project Selection Team is responsible for conducting the technical evaluation of project submittals in accordance with the HSTP.

## **Illinois Department of Transportation (IDOT)**

IDOT is a co-designated recipient of Section 5310 funds. The co-designation status was approved by the Chicago Metropolitan Agency for Planning (CMAP), the Metropolitan Planning Organization (MPO) for Northeastern Illinois. Under this arrangement, IDOT will be responsible for project selection and the award of Section 5310 funded paratransit vehicles and RTA will be responsible for all other Section 5310 projects.

IDOT will solicit applications for the Combined Vehicle Program (CVP), review the applications and select awardees. This funding will be for the purchase of lift and ramp-equipped paratransit vehicles for eligible program recipients. IDOT also remains the agency responsible for the management of that program. IDOT is a member of the HSTP PAC and a member of the Project Selection Team.

## **Chicago Metropolitan Agency for Planning (CMAP)**

The Chicago Metropolitan Agency for Planning (CMAP) is the regional planning agency for northeastern Illinois and staffs the MPO Policy Committee, which is designated as the region's Metropolitan Planning Organization (MPO). CMAP has an established committee structure to help carry out the functions of the agency. Two of these committees, Human and Community Development and Transportation, also have specific roles with regard to the 5310 Program within the framework of their respective missions. The Human and Community Development Committee is made up of human service providers and advocates for older adults, persons with disabilities, and individuals with lower incomes. The committee is charged with providing advisory input to the CMAP board on proposed regional plans, projects, and policies from a human services based perspective. The RTA consults with this committee on the 5310 Program. The Human and Community Development Committee provided feedback on the updated HSTP. The CMAP Transportation Committee is charged with promoting a regional transportation system that is safe, efficient, and accessible while sustaining the region's vision related to the natural environment, economic and community development, social equity, and public health. The Transportation Committee includes public and private transportation providers, IDOT, representatives of municipalities and the counties of Northeastern Illinois. The Transportation Committee is also responsible for recommending projects for inclusion in the region's long-



range plan and the region’s Transportation Improvement Program. The updated HSTP was presented to the CMAP Transportation Committee as well as the CMAP MPO Policy Committee for endorsement.

Once a recommended POP is developed, it is submitted to the CMAP Human and Community Development Committee and CMAP Transportation Committee during the public comment period for information purposes. Two CMAP staff members also serve on the Project Selection Team. In addition, RTA has adopted the public participation requirements of the MPO in accordance with the FTA C 9030.1E Chapter V, Section 6d.

## COORDINATION

### **The Coordinated Public Transit – Human Services Transportation Plan**

The Coordinated Public Transit-Human Service Transportation Plan (HSTP) was first developed in 2007 and updated in 2013 to reflect the creation of the Section 5310 program as part of new transportation legislation at the time, Moving Ahead for Progress in the 21st Century (MAP-21) and most recently updated in 2021. The updated HSTP is included in this document as Exhibit A.

The creation of the HSTP and subsequent updates to the document was a collaborative planning effort led by the RTA to identify and recommend regional and local strategies that encourage the most effective use of available community transportation services to enhance mobility for the region’s older adults, persons with disabilities and persons with low incomes. The scope of the project covered the seven counties of Cook, DuPage, Lake, Kane, McHenry, and Will, as well as urbanized portions of Kendall County, Aux Sable Township in Grundy County and Sandwich and Somonauk Townships in DeKalb County. Recommendations were derived from extensive outreach to stakeholders, riders and rider representatives.

Any projects to be funded with Section 5310 funding must be derived or included in a locally developed human services coordinated plan, such as the HSTP.

## ELIGIBLE SUBRECIPIENTS

Entities considered eligible under federal guidelines for the Section 5310 Programs are eligible for funding in Northeastern Illinois. Generally, private non-profit organizations, or state or local government authorities that: (1) is approved by a state to coordinate services for seniors and individuals with disabilities; or (2) certifies that there are no non-profit organizations readily available in the area to provide the service. Governmental authorities eligible to apply for Section 5310 funds as “coordinators of services for seniors and individuals with disabilities” are those designated by the state to coordinate human service activities in a particular area. Examples of





such eligible governmental authorities are a county agency on aging or a public transit provider which the state has identified as the lead agency to coordinate transportation services funded by multiple federal or state human service programs.

Private taxi companies that provide shared-ride taxi service to the general public on a regular basis are operators of public transportation, and therefore eligible subrecipients. “Shared-ride” means two or more passengers in the same vehicle who are otherwise not traveling together. Similar to general public and ADA demand response service, every trip does not have to be shared-ride in order for a taxi company to be considered a shared-ride operator, but the general nature of the service must include shared rides.

The RTA encourages prospective applicants, which may not have the resources to assume the responsibilities of a subrecipient, to consider partnering with an RTA Service Board when the proposed project is within the RTA six-county area. A successful partnering approach eases the administrative burden on the smaller or inexperienced agency, while allowing the public transit operator and partnering agency to pool their expertise to develop a successful project.

The RTA is also responsible for entering into supplemental agreements, as necessary, with the RTA Service Boards: Chicago Transit Authority, Metra, and Pace, which, as Section 5307 direct recipients are eligible to be direct recipients for Section 5310 projects.

## LOCAL SHARE & LOCAL FUNDING REQUIREMENTS

The use of non-cash or soft match for Section 5310 projects is more restrictive than federal guidelines. RTA is allowing non-cash or soft match only for volunteer transportation program activities, physical improvements, computer hardware, and computer software.

Restricting the use of non-cash match to certain activities is designed to be consistent with and supportive of developing sustainable projects, a policy that has been strongly supported by the PAC. Obtaining the local cash match for a project in its initial stages, combined with other forms of local support, is a strong indicator of the potential sustainability of the project and thereby is encouraged by this policy.

Federal guidelines allow for non-cash match provided either through donations, volunteer services and in-kind contributions or through the use of transportation development credits<sup>3</sup>. The RTA has elected to permit only the use of cash match.

---

<sup>3</sup> Under this provision, a state is permitted to use certain toll revenue capital expenditures as a credit toward the non-federal matching share of eligible Transit projects.

If a project is providing service through a contract operator and the project meets the definition of a “traditional” capital project<sup>4</sup>, that awardee will still provide the equivalent of a 50% match for the contracted operations. The RTA retains discretion to allow for a 20% match (where allowable) in instances of financial need or hardship. This decision was reached to maintain equity among projects that are providing operations and to discourage additional reliance on federal assistance. One issue that was cited in the HSTP is the difficulty of achieving financial sustainability for these services. It was felt that increasing the federal share for projects is counterproductive to developing sustainable projects.

Local match funding must be drawn down at the same rate as awarded Section 5310 funds. This is to prevent delayed FTA drawdowns and potential loss of FTA funding due to inactivity. IDOT will be responsible for the awarding and purchase of Section 5310 vehicles, as noted previously. RTA will not be accepting applications for vehicles.

## PROJECT SELECTION CRITERIA & METHOD OF DISTRIBUTING FUNDS

### Overview of Project Selection and Funding Allocation Process

In determining a fair and equitable process for project selection, the PAC took into consideration the needs of projects that are still in operation and the need to allow for the implementation of new projects.

The following describes the process for funding allocation in the region:

- Funds will be allocated to IDOT, the designated recipient that will be responsible for selecting and awarding paratransit vehicle grants, based on the recent annual average of Section 5310 paratransit vehicle awards to Northeastern Illinois recipients.
- The balance of the estimated apportionments each year will be available to RTA. RTA will use this amount to defray RTA administration costs (if needed) and award eligible Section 5310 projects to Northeastern Illinois recipients.

---

<sup>4</sup> Section 5310(b) provides that of the amounts apportioned to states and designated recipients, not less than 55 percent shall be available for traditional Section 5310 projects—those public transportation capital projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, unavailable, or inappropriate. Further, the law provides that a recipient may allocate the funds apportioned to it to: a. A private nonprofit organization; or b. A state or local governmental authority that: is approved by a state to coordinate services for seniors and individuals with disabilities; or (2) certifies that there are no nonprofit organizations readily available in the area to provide the service.

- A competitive call for projects is released on a biennial basis, which allows for awarding two years of funding to potential operating projects. Applications received will be screened for eligibility by RTA staff and the Project Selection Team
- The Project Selection Team utilizes criteria approved by the PAC. In the event RTA submits an application, the RTA will recuse itself from scoring its own application(s) to ensure a fair and transparent project selection process.
- Separately, IDOT will solicit and evaluate paratransit vehicle grant applications in fulfillment of their role as designated recipient for that portion of the program.
- The Project Selection Team may recommend project approval at an amount and scope less than originally requested for any Section 5310 project submitted for consideration. In that instance, consultation will take place with the project applicant. The Selection criteria is summarized in the next section; detailed application and selection criteria are included in Exhibit B.

## CRRSAA Apportionment Allocation

On December 27, 2020, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) was signed into law. CRRSAA included supplemental appropriations for COVID-19 relief for the transit industry, specifically including Section 5310. The RTA will award the full Section 5310 appropriation to Pace Suburban Bus to support their ongoing Regional Call Center operations, which support many ongoing Section 5310 operating projects. Any additional recovery funds appropriated in 2021 will be included in the RTA’s biennial Call for Projects.

## Project Selection Criteria

Projects are first screened to determine whether they meet the following eligibility criteria:

- The proposed project addresses eligibility criteria laid out in the Section 5310 circular (FTA C 9070.1G, page III-9)
- The proposed project application identifies and addresses an unmet need identified in the HSTP
- A local match will be supplied

Eligible projects are then awarded points based on the following categories:

- Consistency with and support for the HSTP, *Invest in Transit: The 2018-2023 Regional Transit Strategic Plan for Chicago and Northeastern Illinois* and CMAP’s *ON TO 2050* plan.
- Project utilizes or coordinates with existing public transportation providers and private human service agencies



- Project demonstrates coordination between one or more partnering agency and improves access for target population
- Project provides for a mobility management function
- Project markets to the target population and promotes public awareness
- Project coordinates with existing public transportation providers and private human service agencies
- Applicant demonstrates ability to implement proposed project and manage federally-funded grants
- Applicant provides plan for assessing the proposed project’s performance through the course of the project, including tracking yearly data

## Prospective Applicant Outreach Process

Consistent with establishing and maintaining an open and transparent process, the RTA’s policy is to disseminate information and provide technical assistance to the maximum extent possible. Prospective applicants and the public are provided information on goals, eligible projects and activities, eligible applicants, selection criteria, description of the project selection process and Project Selection Team, available funding, local match guidelines, and the performance-monitoring program. This information is made available and disseminated through a variety of means:

- The RTA releases notice of the Call for Projects through various databases maintained by the RTA and CMAP, notifying over 3,000 individuals and organizations
- The Call for Projects timeline and all application materials are available on the RTA Website
- Program staff will meet with prospective applicants and interested parties in advance of or during the call for projects to answer questions prospective applicants may have
- The selection process utilizes evaluation criteria developed in consultation with the PAC.
- All applications received and the final approved POP are published on the program website [rtachicago.com/section5310](http://rtachicago.com/section5310).
- The RTA will invite each unsuccessful applicant to a separate debriefing session designed to assist the applicant in understanding why a particular project was not chosen and to help RTA gain insights on how the process may be improved for future calls for projects

- Applicants are provided with RTA staff contact information so they may receive technical assistance with the application or to obtain information on the program.
- Application materials include program information, funding availability and the criteria for screening and/or evaluation of the applications.

## ANNUAL PROGRAM OF PROJECTS DEVELOPMENT & APPROVAL PROCESS

### Program of Projects Development

A competitive call for projects is held biennially (every other year) to solicit new capital and operating projects and continuation projects. Upon the initiation of a call for projects all pertinent materials regarding the selection of projects will be published on the [rtachicago.com/Section5310](http://rtachicago.com/Section5310) web site. The call is typically released in the spring with the program of projects selected by the Project Selection Committee (PSC) based on the published eligibility and selection criteria. The recommended program of projects is then presented to the RTA Board for approval in the fall, following a public comment period.

### Approval Process Overview

Once the recommended POP is developed by the Project Selection Team, it is released for a public comment period. During this public comment period, the recommended POP is presented to CMAP's Transportation Committee and the HSTP PAC for comment. Upon the conclusion of the public comment period, the RTA Board considers approval of the recommended POP. Once approved by the RTA Board, the projects will be submitted to the Transportation Improvement Program (TIP)<sup>5</sup> and the application will be submitted to FTA for approval.

## ADMINISTRATION, PLANNING & TECHNICAL ASSISTANCE

Based upon federal transportation legislation and FTA guidelines, designated recipients of Section 5310 funding may utilize up to 10% of each annual apportionment to support program

---

<sup>5</sup> The Transportation Improvement Program (TIP) is metropolitan Chicago's agenda of surface transportation projects. The TIP lists all federally funded projects and regionally significant, non-federally funded projects programmed for implementation in the next five years.

administrative costs including administration, planning, and technical assistance (these funds are referred to as “program administration funds”). This activity may be funded entirely by federal funds and does not require local match. In accordance with these guidelines, the RTA will allow up to 10% of the total fiscal year apportionment allocated to RTA to defray administration, planning and technical assistance expenses. RTA will primarily use these funds for the administration of the Section 5310 program and to provide technical assistance to current and prospective recipients. Subrecipients will also be allowed to have up to 10% of the federal portion of their budget assigned to defraying Section 5310 project administrative expenses.

## TRANSFER OF FUNDS

Pursuant to C9070.1G, Chapter III, Section 5310 Funds cannot be transferred to other programs. Additionally, funds apportioned for large UZAs cannot be transferred to other areas.

## PRIVATE SECTOR PARTICIPATION

Federal law requires the public to be involved in the transportation planning process, and specifically requires that private providers be provided an opportunity to be consulted in developing transportation plans and programs in both urbanized and rural areas. Public involvement processes must be proactive and provide complete information, timely public notice, full public access to key decisions, and opportunities for early and continuing involvement throughout the transportation planning and programming process. To this end, the HSTP PAC includes private for profit and non-profit representation. As noted previously, the CMAP Human and Community Development and Transportation Committees also have representatives of both private for profit and private non-profit sector represented, providing these agencies an opportunity to participate in the development of the HSTP and the Section 5310 POP.

## CIVIL RIGHTS

The RTA agrees to comply with all applicable civil rights statutes and implementing regulations notated in the Section 5310 Circular (9070.1G). The RTA filed its most recent Title VI Program with the FTA on October 27, 2017. The program is currently under review by the FTA. In addition, the RTA specifically requires in all third party contracts and grant agreements that the contractor/recipient comply with all requirements of Title VI. Subrecipients are required to maintain and submit to the RTA a Title VI plan that complies with federal requirements.



The RTA last submitted an update to its DBE program to the FTA in July 2014, and submitted its DBE Triennial goal in August 2017. The RTA will submit an updated Triennial goal in 2019. As required by 49 C.F.R. Part 26 and approved by U.S. DOT, the RTA's DBE Program is incorporated into and made part of its third party contracts and agreements. The RTA specifically states in its third party contracts/grant agreements that breach of the RTA DBE Program and/or failure by the contractor/recipient to honor all commitments made to DBEs at the time of award will be considered a breach of contract. In addition, the RTA monitors invoices received to ascertain, among other things, that the contractor/recipient is providing the agreed upon work to any DBE subcontractors/subrecipients and that such DBE companies are being paid in a timely fashion.

Any awardee under FTA programs is required to comply with all applicable Federal civil rights statutes and with the implementing regulations for the statutes. FTA implements the Civil Rights Act of 1964 by prohibiting discrimination under projects, programs or activities receiving financial assistance because of race, color, creed, national origin, sex or age. The laws include: Title VI of the Civil Rights Act of 1964, Equal Employment Opportunity, Disadvantaged Business Enterprise and Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA).

The requirements for Civil Rights compliance are extended to subrecipients. Subrecipient assurances under Title VI and the other civil rights requirements are included in the application for assistance, in the required Annual Certifications and Assurances and in the contract with RTA. Subrecipient awardees are also required to identify any lawsuits or complaints alleging discrimination in service filed with the awardee. Civil rights monitoring will concentrate on how the awardee is providing service. Title VI also assures that funds are passed through to subrecipients and their project without regard to race, color, or national origin.

Subrecipient awardees requesting or receiving capital or operating assistance in excess of \$1 million in Federal funds in the previous Federal fiscal year or requests or received planning assistance in excess of \$250,000 in the previous Federal fiscal year or employing 100 or more transit-related employees are required to develop and submit an EEO program to the RTA. If the subrecipient meets the foregoing criteria and is also a direct recipient of FTA funds, the subrecipient should continue to submit its EEO program to the FTA. Subrecipients that meet the same monetary threshold but employ 50 or more transit-related employees must prepare and maintain an abbreviated EEO program. EEO programs are developed to ensure that FTA applicants, recipients, subrecipients, contactors, and/or subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. Actions covered include but are not limited to hiring, promotion or upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, disciplinary actions, rates of pay or other forms of compensation, and selection for training, including apprenticeship. EEO signs need to be posted in conspicuous places, such as an employee break room, and made available to employees and applicants. Subrecipient awardees



receiving less than the above amount and employing fewer people need only to post information in their offices.

Awardees receiving more than \$250,000 in Federal funds, exclusive of rolling stock, must have DBE plans on file with the RTA. Periodic reports on plan compliance are required. Awardees receiving less than the threshold level must still make good faith efforts to utilize DBE's and must submit periodic reports on these efforts. Subrecipients with an FTA approved DBE program shall be responsible for including all data relative to expenditures of FTA funds, no matter the intermediate source, in required DBE-related FTA submissions, including those funds utilized as a sub-recipient of an FTA grant to the RTA. This provision applies to subawardees at any tier. The RTA shall receive copies of all such reports.

## SECTION 504 & ADA REPORTING

The RTA agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which state the federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts will be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The RTA also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794 which prohibits discrimination on the basis of disability and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, and any subsequent amendments to these laws. Finally, the RTA agrees to comply with applicable laws in implementing federal regulations and directives and any subsequent amendments thereto.

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination on the basis of handicap by recipients of Federal financial assistance. Recipients of FTA funds are required to make special efforts to provide transportation that is accessible to individuals with disabilities. The RTA will monitor its sub-recipients' compliance with Section 504 and ADA reporting requirements using the same procedure utilized for Civil Rights compliance, as detailed in the previous section.

## PROGRAM PERFORMANCE MEASURES

FTA has established performance measures for Section 5310. Designated recipients are responsible for collecting the information from the subrecipients and reporting data to FTA regarding these performance measures. The reporting and data collection measures for the





Section 5310 Program will be prescribed in the grant agreements with subrecipients. Further, Subrecipients are also required to provide a plan for assessing the project's success through defined measures as part of their program application. The Circular 9070.1G presents the program measures in Chapter II, at page II-2 and in Chapter VI, at page VI-17.

Designated Recipients and States will submit both quantitative and qualitative information available on each of the following measures, as applicable to each subrecipient:

(1) Gaps in Service Filled: Provision of transportation options that would not otherwise be available for seniors and individuals with disabilities measures in numbers of seniors and individuals with disabilities afforded mobility they would not have without program support.

(2) Ridership: Actual or estimated number of rides (as measured by one-way trips) provided annually for seniors or individuals with disabilities on Section 5310 supported vehicles and services.

(3) Physical Improvements: Additions or changes to environmental infrastructure (e.g. transportation facilities, sidewalks, etc.), technology, and vehicles that impact availability of transportation services as a result of project implemented in the current reporting year. The RTA includes additional performance measures above and beyond those required by the FTA and unique to each recommendation from the HSTP. Details can be found in the project application, which is an exhibit to the HSTP.

## PROGRAM MANAGEMENT

### Subrecipient Awardee Requirements

This section applies to all RTA subrecipient awardees that contract with outside sources under the 5310 Program. If a subrecipient awardee accepts operating assistance, these requirements apply to all third party purchase orders and contracts, including contracts for operations. The subrecipient awardee is the entire legal entity even if only a particular component of the entity is designated in the grant agreement and other documents. For the purposes of this Third Party Contracting guidance, "awardee" also includes any subcontractor of the awardee. Furthermore, the subrecipient awardee is responsible for assuring that its subcontractors comply with the requirements and standards of this manual, and that subcontractors are aware of requirements imposed upon them.

When procuring property and services a subrecipient awardee will follow the same procurement policies and procedures that it uses for procurements using non-RTA awarded funds providing those procedures do not contradict or lower the minimum contracting

requirements of this section. Subrecipient awardees must, as a minimum, comply with the requirements of this section and ensure that every purchase order and contract executed by it or a subcontractor using RTA provided funds includes all clauses required by federal statutes and executive orders and their implementing regulations.

### Operators and Providers as Subcontractors

Subcontractors of awardees acting as either an operator or provider, which are institutions, hospitals or other nonprofit organizations, will administer contracts in accordance with these Third Party Contracting guidelines.

### Procurement

To ensure compliance with federal procurement requirements, RTA makes guidance and technical assistance accessible to its awardees consistent with oversight responsibilities delegated to RTA by agreements with FTA. Each recipient, including subrecipients, of FTA seeking Federal assistance to acquire property or services in support of its proposed project is requested to certify to FTA, in accordance with FTA Circular 4220.1 and 2 CFR 200, that its procurements and procurement system will comply with all applicable third-party procurement provisions of Federal laws, regulations, and directives, except to the extent FTA has expressly approved otherwise in writing. Certification of compliance will be made a part of each subrecipient's application and contract with RTA.

The RTA is required to perform reviews of subrecipients in carrying out grant programs with specific reference to their compliance with statutory and administrative requirements. Accordingly, RTA will review subrecipient procurement policies when a subrecipient plans to pursue a procurement subject to its grant agreement with the RTA. This review will only take place at this time. The review shall establish whether the subrecipient's procurement procedures conform to federal regulations, if not, RTA will require the subrecipient to follow procedures as approved by RTA in accordance with federal regulations.

The RTA's Technical Services Agreement, or "grant agreement," lists all RTA and other state and federal requirements applicable to RTA's awardees. The grant agreement will incorporate this document by reference. Many of these requirements are related to awardee procurements. Awardees are advised to consult the grant agreement for additional guidance and requirements.

### Liquidated Damages Provisions

An awardee may use liquidated damages if it may reasonably expect to suffer damages (increased costs on project) from late completion and the extent or amount of such damages can be reasonably determined. The assessment for damages shall be at a specific rate per day for each day of overrun in contract time, and the rate must be specified in the third party



contract. Any liquidated damages recovered shall be credited to the project account involved unless RTA permits otherwise.

### Contract Award Announcement

If an awardee announces contract awards with respect to any procurement for goods and services (including construction services) having an aggregate value of \$3,000 or more, the awardee shall:

- Specify the amount of RTA provided funds that will be used to finance the acquisition in any announcement of the contract award for such goods or services; and
- Express the said amount as a percentage of the total costs of the planned acquisition.

### Contract Provisions

All contracts shall include provisions to define a sound and complete agreement. In addition, contracts and subcontracts shall contain contractual provisions or conditions that allow for:

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, including sanctions and penalties as may be appropriate.
- Termination for cause and for convenience by the awardee or subcontractor including the manner by which it will be effected and the basis for settlement.

## Cost Principles and Cost Allocation

This section provides principles for determining costs applicable to service provision performed by operators or providers under third party contracts with an RTA funded awardee; and where applicable, under such grants when the awardee is a multi-purpose organization which provides funded transportation services directly.

These principles make no attempt to identify the circumstances or dictate the extent of agency and subcontractor participation in the financing of a particular project. The principles are designed to provide recognition of the full allocated costs of such an operating assistance project work under generally accepted accounting principles.

No provision for profit or other increment above cost is intended for government and non-profit subrecipients. In addition, wherever the term subcontractor is used in this section, it shall have the same meaning as provider, operator, and third party contractor.

### Policy

The successful application of these principles requires development of mutual understanding between RTA, awardees and their third party contractors as to their scope, implementation, and interpretation. It is recognized that:



- The arrangements for participation in the financing of an operating assistance project are properly subject to negotiation between the subcontractor and the awardee in accordance with whichever state, federal, and local laws and regulations as may be applicable.
- Each awardee, possessing its own unique combination of staff, facilities, and experience, should be encouraged to provide services in a manner consistent with its approved service plan and objectives.
- Each awardee, in the fulfillment of its obligations, should employ sound management practices.
- The application of the principles established herein should require no significant changes in the generally accepted accounting practices of awardees. Where wide variations exist in the treatment of a given cost item, the reasonableness of such treatments will be fully considered during the rate negotiations and audit.

### Application of Cost Principles in Grants Management

RTA will apply these principles and related policy guides in determining the costs incurred for such work under operating assistance projects funded in any part under an RTA grant agreement. These principles should also be used as a guide in the pricing of fixed-price contracts or lump sum agreements with subcontractors.

### Allowability of Costs

These are the tests of allowability of costs under these principles:

- Be necessary and reasonable for proper and efficient performance and administration of Federal awards.
- Be allocable to Federal awards under the provisions of this Circular.
- Be authorized or not prohibited under State or local laws or regulations.
- Conform to any limitations or exclusions set forth in these principles, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.
- Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the governmental unit.
- Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.

- Be determined in accordance with generally accepted accounting principles.
- Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, except as specifically provided by Federal law or regulation.
- Be the net of all applicable credits.
- Be adequately documented.

### Direct Costs

Direct costs are those costs which can be identified specifically with a particular project objective or activity which can be directly assigned to the project, relatively easily and with a high degree of accuracy.

### Indirect Costs

Indirect costs are those that have been incurred for common or joint objectives and therefore cannot be identified specifically (in whole or in part) with a particular program. Such costs are normally classified under the following functional categories:

- General administration and general expenses;
- Operating assistance and project administration expenses;
- Fixed facility operation and maintenance expenses; and
- Departmental administration expenses.

Awards under the program awarded prior to December 26, 2014, are subject to administrative requirements and cost principles found in 2 CFR Part 225. Awards made on or after December 26, 2014 shall follow guidance in 2 CFR Part 200 which supersedes and streamlines the former OMB Circulars on Uniform Administrative Guidance, A-87.

For additional details regarding cost allocation principles, awardees should refer to either Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (formerly OMB Circular A-87), as amended or 2 CFR Part 230 (formerly OMB Circular A-122), "Cost Principles for Nonprofit Organizations," as amended.

## Designated Recipient Program Management

The RTA developed a monitoring program and compliance review process to assure compliance with Federal and state requirements and to assist subrecipients with their efforts to improve project management and administration.



In general, receipt of any Federal award carries with it contractual requirements for reporting on the project's progress and for monitoring the use of award monies. Awards made by the Federal Transit Administration (FTA) are additionally monitored through performance reviews, either yearly or triennially, program management plan oversight, and site visits. In many instances, under the 5310 Program, the RTA is directly responsible for monitoring a sub-recipient/awardee's ability to manage, control, and administer Federal funds.

### The Review Process for Subrecipients

Prior to the initiation of a grant agreement with a new subrecipient, an orientation meeting is held to review all federal program requirements so that the subrecipient has a clear expectation of what it must do to maintain compliance with federal requirements. Once a subrecipient has an executed grant agreement with the RTA, periodic reviews are undertaken. A full review is required every three years. Its major components are a desk review of files stored at the RTA's office and an onsite visit of the awardee's offices and operating facilities. The reviews are customized in accordance with the subrecipient's project activities. For instance, a procurement review will only be undertaken if the subrecipient has a procurement activity or is expected to have a procurement project activity.

The overall compliance review consists of meetings and physically reviewing files, notices, facilities and equipment. The review splits some of the areas for compliance review between the desk review and the site visit depending upon where documentation is maintained or stored and if it is necessary to retain an item at a specific site or that it be posted at a site.

The need for site visits at other times also varies with the type of project involved. While they may coincide with a triennial review, these visits differ from those required every three years. They are generally made to review that the Federal and RTA interest is being maintained and in transit usage. For operating projects, the site visit might be conducted once over the term of the specific Federal grant or the subrecipient agreement. For capital projects, the site would be visited once every two years for the entire term that RTA maintains an interest in the project.

Some compliance items are combined for review because of the interrelated nature of the source documents for an item or their location. A good example of this would be the on-site review of vehicle and equipment maintenance with ADA compliance and continuing control of grant funded property.

#### Steps in the Review Process:

- Contact with awardee by email or letter to schedule the review
- Desk Review
- Site Visit
- Compliance Report



For general site visits, the RTA has determined that the frequency will vary depending on the type of project involved. Every awardee will be visited before their project is initially implemented. For operating projects, the site will be visited one or more additional times during the term of the grant. For capital projects, the site will be visited once every two years for the entire term that RTA maintains an interest in the project. At final grant close-out RTA staff will visit the project site.

### Desk Review

The desk review is performed in the RTA offices and reviews information required to be in the final grant application and ongoing reporting requirements, such as quarterly progress reports, yearly reports or requisitions.

### Site Visit

RTA staff will visit all Section 5310 subrecipients. The administrative purpose of the actual site visit is to:

- Conduct a face to face review meeting with the awardee
- Review the compliance areas that pertain to a specific awardee
- Verify compliance with the regulations associated with the receipt of Federal funds
- Review financial records
- Review project records
- Review written policies
- Review preventative maintenance records and inspect vehicles, equipment and facilities

It also gives RTA and awardee staff members the opportunity to discuss technical issues.

The general structure for the on-site review day includes:

- Entrance conference
- Visit facilities
- Inspect vehicles
- On-site records review
- Exit interview and meeting.

Visiting the facility allows the reviewer to verify that the facility or the part of the facility supporting transit service is in transit usage. Additionally, it allows a general observation on the facility's condition and whether required signs are properly posted. At some awardee properties it will be necessary to ride a route to review the service and ADA compliance. In the event that an on-site review is not possible, the subrecipient may arrange to review these items virtually via video webinar. A "ride behind" can replace a "ride along" on one of the vehicles to review the vehicle service and ADA compliance. This allows the reviewer to visually inspect without boarding the vehicle.

The awardee can prepare for the on-site review by reviewing a check list that RTA will provide citing the areas being reviewed and the documents that will need to be made available. A finding of non-compliance in an area means that the awardee will need to focus on accumulating or preparing information to reach compliance. RTA staff will be available to provide assistance with reaching compliance. It is very important that appropriate staff members be available for the entire site visit. Appropriate staff members would include the general manager or executive director, the finance manager and the maintenance manager.

### Compliance Review Report

Upon the conclusion of the review process a final report will be produced that includes a summary of findings, if any, and their disposition. The report will be based on the results of the on-site review(s) as included in the Compliance Review Report. The Compliance Review Report includes an itemized list of each subject area that may be reviewed as applicable (Exhibit C).

Once a subrecipient is notified of a deficiency, the subrecipient will be requested to respond with a plan to take the corrective action. In an instance where the compliance issue is not resolved to the satisfaction of the RTA, the RTA may:

- Suspend grant fund payments.
- Deem a subrecipient ineligible to receive additional grant funds either within the current program or future programs.
- Audit the subrecipient to determine compliance with contractual obligations.
- Terminate the grant contract(s).

## Accounting Systems and Audit

Awardees, operators, and third party contractors are responsible for establishing and maintaining adequate internal controls over all the functions which relate to project administration and implementation. The control systems must comply with the applicable Federal, FTA Grant Management, Circular 5010.1E, as revised) and all State of Illinois requirements.

For grants funding services it is important that the service be marketed to the target populations for the program. The awardee should be able to demonstrate that such a program is in place and in use.

The local share for grants must be from non-FTA sources and may include state funds as well as unrestricted Federal funds. Subrecipients are required to have an independent audit for operating grants. This must be prepared by an independent CPA and it must include a schedule of costs, revenues, and expenditures in comparison with the Approved Project Budget. All audits



performed must meet the requirements of 2 CFR Part 200 Subpart F (formerly OMB Circular A-133), Audits of States, Local Governments, and Non-Profit Organizations.

The scope of the audit must include an examination of the awardee and/or contractor records and test of transactions sufficient to enable the audit firm to express an opinion on the following items. That the records of receipts, disbursements, assets and liabilities and the presentation of those records in the financial statements of the awardee and/or contractor are in accordance with generally accepted accounting principles. The principles are consistently applied and present fairly the financial positions of the awardee and/or contractor and the results of its operations for the period covered by the audit. That the costs incurred are eligible under the contract. Finally, the audit must review the degree of compliance with the terms and conditions of the contract, the approved program and with RTA guidance.

## Closeout Procedures

RTA will use a two-step process to a move a Federal grant to closeout:

### Subrecipient Closeout

Subrecipients are responsible for writing “Final Invoice” on the last invoice the subrecipient submits. This process begins when all activities in the Technical Services Agreement (TSA) are completed or all funds in in the agreement are fully expended. A final status report should accompany the final invoice. The final status report should state whether all project goals have been accomplished.

### FTA Closeout

The RTA is responsible for administering the Federal grant closeout through the FTA’s TrAMS system. The RTA will make any necessary adjustments to the project budget and conduct a final grant project audit as required by Title 2 – Part 200. Grant closeout procedures are outlined in the following FTA Circulars: Section 5310, 9070.1G, page VI-15 and Grant Management Requirements, C. 5010.1E, as revised, page III-14.

“The awardee must initiate close-out of a grant when all approved activities are completed and/or applicable Federal funds expended. All close-out documentation must be submitted within 90 days of the completion of all activities in the grant. This requires notifying FTA by letter or e-mail that the grant is ready for close-out. The awardee should electronically submit the following in TRAMS as part of the grant close-out process: 1) a final budget reflecting actual project costs by scope and activity; 2) a final Federal Financial Report; 3) a final narrative MPR indicating the actual completion date of each ALI; a discussion of each ALI contained in the final budget and list of project property purchased under the grant; 4) a request to deobligate any unexpended balance of Federal funds; and 5) any other reports required as part of the terms and conditions of the grant.”



The Milestone Report will include information on the completion of the individual projects as well as the total project. All project records will be maintained by the RTA for three years.

## OTHER PROVISIONS

Prospective applicants are advised to carefully review the requirements of participating in RTA funded programs. In addition to state and local contractual provisions, subrecipient awardees must comply with the various federal requirements governing federal financial assistance programs. Accordingly, prospective applicants and awardees are advised to review the required federal provisions (and source documents) detailed in this section.

### **Title VI Nondiscrimination**

Requires that no person because of race, color, national origin, be excluded from participation in, or denied the benefits of any project funded in whole or in part with federal funds.

### **Equal Employment Opportunity (EEO)**

Requires that any recipient of FTA funds shall not discriminate against any employee or applicant for employment based on race, color, religion, sex, or national origin.

### **Section 504 of the Federal Transit Act**

Prohibits discrimination on the basis of disability by recipients of Federal financial assistance.

### **Americans with Disabilities Act**

Prohibits discrimination against qualified individuals in all programs, activities and services of public entities, as well as imposes specific requirements on public and private providers of public transportation.

### **Bus Testing Regulations**

Requires awardees to certify compliance with the federal bus testing requirements before accepting any new bus model.



## Restrictions on Lobbying

Requires that no federal funds are used for lobbying and if other funds are used that specific reporting requirements are met.

## Purchasing, including Buy America

- The “Common Rule “, U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR part 18. and “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations,” 49 CFR part 19, permits states to follow the same policies and procedures which they use for procurements funded with non-federal funds, to the extent permitted by Federal statutes and regulations.
- The purchasing area includes all third party purchases and contracts entered into by the awardee with Federal funds. Awardees at a minimum must have established internal procurement procedures. Awardees must insure that every purchase order and contract issued by the awardee or a subcontractor using Federal funds includes all clauses required by Federal, state, RTA and local statutes, executive orders and implementing regulations.

The RTA permits awardees to follow their own procurement policies provided that the basic Federal Third Party Contracting Guidelines standards are included in the procurement action. Those standards are detailed in FTA Circular 4220.1F, as revised.

If a awardee enters into agreement to operate service with a third party contractor the contractor is obligated to follow FTA procurement guidelines, regardless of the organizational status of the contractor, private for-profit or private non-profit.

## Maintenance, Satisfactory Continuing Control, Section 504 and ADA

Section 504 of the Rehabilitation Act, which preceded the Americans with Disabilities Act (ADA), prohibits discrimination of individuals on the basis of handicap by recipients of Federal financial assistance. The ADA, in addition to requiring the provision for complementary paratransit service, requires that vehicles and facilities be accessible. ADA regulations require that public and private entities providing transportation services maintain in operative condition all accessibility features such as lifts, elevators, ramps, securement devices, signage and communication equipment. Review of the awardee’s facilities, maintenance procedures and vehicles will include a review of facility accessibility and vehicle accessibility including lifts and other accessibility features. Training materials for operators will be reviewed. A bus route may be ridden to watch the system in operation.

Under State of Illinois guidelines all equipment must be utilized 100% for transit purposes. This is consistent with FTA circulars and their requirements for continuing control of project property (C5010.1E, as revised, Chapter IV – Project Management at Section 3 e (1)) FTA C. 9070.G, at page VI-3, does encourage maximum use of vehicles funded under the program. In all instances the vehicles must be used first for program related needs. Federal policy does allow some incidental use if the other program or project uses are currently or were previously supported with Federal funds. This is considered incidental as long as it does not interfere with the program use outlined in the application.

## **Safety and Security**

The development of formal safety and security plans is mandated for all programs. RTA will provide assistance and direction to subrecipients with the intention of making sure that the subrecipient recognizes the need for and benefit of a safety and security plan. FTA's authority in the area of safety is set forth in 49 USC 5329. Under this section FTA may conduct investigations into safety hazards and security risks. FTA and RTA are both concerned with the safety and security of transit passengers and transit workers.

While conducting the on-site compliance part of the monitoring program RTA staff should be aware of any safety or security issues at the awardee's property.

Manufacturers of vehicles and equipment will have procedures available for the safe operation of their products and for the training of operators. Certain transit providers may be affected by Federal Motor Carrier Safety Regulations and state motor carrier regulations. Insurance carriers expect and may require that specific equipment and operational practices be followed and that workplace safety guidelines be developed. Emergency preparedness procedures should be coordinated with other local agencies and governments.

Awardees should develop screening and training programs for volunteer drivers. The Agency Council on Coordinated Transportation (ACCT) published a guide "Volunteer Drivers – A Guide to Practices" to assist agencies in developing such programs. It contains useful information about managing a volunteer driver program including safety measures.

## **Charter Bus and School Bus**

The Charter Bus requirements, Title 49 U.S.C. 5323(d), generally limit the use by public transportation operators of federally funded equipment and facilities for charters unless there are no willing and able private operators available to operate the charter. Charter regulations (49 CFR Part 604), published in the Federal Register on January 14, 2008 (73 FR 2326) state, at §604.2 (e), "The requirements of this part shall not apply to a recipient that uses Federal financial

assistance from FTA for program purposes only, under 49 U.S.C. 5310.....” This relieves the operator of a 5310 project from this requirement while operating service under this program. Additionally at Sub-part B – Exceptions §604.7 provides an exception for recipients providing charter service to a Qualified Human Services Organization. This type of organization is defined as “...an organization that serves persons who qualify for human services or transportation - related programs or services due to disability, income or advanced age.” §604.3(q). The School Bus requirements, Title 49 U.S.C. 5323(f), prohibit the use of FTA funds for exclusive school bus transportation for school students and school personnel. The regulations do permit regular service to be modified to accommodate students along with the general public.

## **Drug-Free Workplace and Drug and Alcohol Testing**

All recipients of FTA funding are required under 49 CFR part 32 to maintain a drug-free workplace for all employees and to have an anti-drug policy, awareness program and training program. Awardees/subrecipients must notify employees that the use, manufacture, distribution, or possession of a controlled substance is prohibited in the workplace. Illinois state regulations at 30 ILCS 580/1 do require that all awardees certify that they provide a drug-free workplace.

FTA awardees that receive only 5310 program assistance are not subject to FTA’s Drug and Alcohol testing rules, but must comply with Federal Motor Carrier Safety Administration (FMCSA) rule for employees who hold Commercial Driver’s Licenses (CDL)(49 CFR part 382). All drivers of vehicles designed to transport 16 or more passengers (including the driver) must have a CDL. Mechanics that drive the vehicles must also have a CDL.

## **Labor Protections**

For FTA programs, 49 U.S.C. 5333(a) imposes Davis-Bacon Act prevailing wage requirements on construction projects. Section 5333(a) requires the Secretary ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed with the assistance of loans or grants under Chapter 53 be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

## **PROGRAM MANAGEMENT PLAN REVISIONS**

The RTA will submit this PMP to FTA for review and approval. FTA will keep copy of this PMP on file at the FTA Region V offices. An approved PMP remains valid until FTA approves a later plan submitted by the RTA, an FTA management review results in a specific request to the RTA by FTA for a revised PMP, or FTA announces significant new program documentation requirements. The RTA is responsible for revising this PMP to ensure consistency with Federal / FTA requirements. The RTA will issue timely revisions to this PMP, when needed and especially



when the information will be helpful to minority applicants, sub-recipients, and third-party contractors that will be affected by the revision.

If the RTA proposes significant revisions to this PMP, the RTA will provide an opportunity for Members of the PAC to provide comments on the proposed changes. Additionally, if this PMP is significantly changed or if the changes are considered “pervasive,” the RTA will submit a revised PMP to FTA Region V for review and approval. The RTA is not required to submit minor changes to this PMP to FTA for review and approval; however, the RTA will ensure that FTA Region V is notified regarding changes to this PMP and will provide FTA Region V with an up-to-date copy of this PMP.

| Revision Date  | Description                                                                                                                                                                                                                                                                                                       |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| September 2018 | Updated for FAST Act compliance and streamlining of content most useful for potential applicants and current awardees                                                                                                                                                                                             |
| March 2021     | Updated to reflect the revised Human Services Transportation Plan (HSTP) and new policies and procedures for the Section 5310 program, including local match and funding policies, selection criteria and project selection team. CRRSAA apportionment and future recovery funds allocation policy documentation. |

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

\* APPLICANT'S ORGANIZATION
\* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE
Prefix: \* First Name: Middle Name:
\* Last Name: Suffix:
\* Title:
\* SIGNATURE: \* DATE:





NOW, THEREFORE, BE IT RESOLVED that the agreement with the Chicago Metropolitan Agency for Planning (CMAP) for FY2025 Regional Planning Liaison Services is hereby approved and that the Chairman of the Kane County Board is hereby authorized to execute an agreement therefore.

Passed by the Kane County Board on June 11, 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 Intergovernmental Agreement for Transportation Planning Activities

### **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 Kane Kendall Council of Mayors receives federal transportation planning funds to perform various planning and programming activities for Kane County and Kendall County. The Chicago Metropolitan Agency for Planning (CMAP) directs these funds to the Kane County Division of Transportation in order that the County may continue to provide transportation planning staff to the Kane Kendall Council of Mayors and CMAP for regional coordination and planning activities.

The regional planning staff facilitates strategic participation by local officials in the region's transportation process as required by the Infrastructure Investment and Jobs Act of 2021. Staff also supports the Council of Mayors by providing Surface Transportation Program (STP) and Congestion Mitigation and Air Quality (CMAQ) program development and monitoring, general liaison services, technical assistance, and communications assistance.

Federal funds provide \$255,448.00 (80%) toward the program and Kane County provides the local match amount of \$63,862.00 (20%).

Staff recommends approval.



Contract # C-25-XXXX Funding Source: TBD

Intergovernmental Agreement For Transportation Planning Activities The County of Kane, Illinois

THIS AGREEMENT by and between the Chicago Metropolitan Agency for Planning, herein called CMAP, and the County of Kane, Illinois, herein called GOVERNMENTAL BODY.

Required Signatures

By signing below, the GOVERNMENTAL BODY and CMAP agree to comply with and abide by all provisions set forth in Parts 1-5 herein and any Appendices thereto.

For the GOVERNMENTAL BODY:

Signature Type or Print Name of Authorized Representative Date

Attest:

Signature Type or Print Name Date

For CMAP:

Erin Aleman Executive Director Attest Signature Date

- Part 1 Scope/Compensation/Term Part 2 General Conditions Part 3 Federal Conditions of Approval Part 4 Scope of Work/Responsibilities Part 5 Compensation for Services Part 6 FTA Certification Regarding Lobbying Part 7 Agreement Award Notification of Federal Funds

**Part 1: Scope/Compensation/Term**

- A. **Scope of Services and Responsibilities.** CMAP and the GOVERNMENTAL BODY agree as specified in Part 4.
- B. **Compensation and Method of Payment.** Compensation (if any) shall be as specified in Part 5. Subject to the conditions of this Agreement, CMAP will honor invoices in amounts deemed by it to be proper to insure the carrying out of the approved scope of services and shall be obligated to pay the GOVERNMENTAL BODY such amounts as may be approved by CMAP. If an invoice is not acceptable, CMAP shall promptly provide the GOVERNMENTAL BODY a written statement regarding its ineligibility or deficiencies to be eliminated prior to its acceptance and processing. Transfer of funds will be made electronically. Please complete Attachment 2: Electronic Billing Information and return to CMAP at [accounting@cmapp.illinois.gov](mailto:accounting@cmapp.illinois.gov).

**C. Tax Identification Number.**

GOVERNMENTAL BODY certifies that:

- 1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued.), **and**
- 2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, **and**
- 3. It is a U.S. entity (including a U.S. resident alien).

Name of GOVERNMENTAL BODY: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

DUNS No. \_\_\_\_\_

Legal Status (Circle one): Tax-exempt    Government    Nonresident Alien  
Other \_\_\_\_\_

- D. **Compliance with Registration Requirements.** GOVERNMENTAL BODY and its sub-contractors shall: (i) be registered with the Federal SAM if seeking an Award that is partially or fully paid by Federal funds, and registered with the State equivalent of SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is the GOVERNMENTAL BODY'S responsibility to remain current with these registrations and requirements. If the GOVERNMENTAL BODY'S status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.
- E. **Term of Agreement.** The term of this Agreement shall be from **July 1, 2024 to June 30, 2025**
- F. **Amendments.** All changes to this Agreement must be mutually agreed upon by CMAP and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.

## **Part 2: General Conditions**

The following are general conditions of approval and procedural guidelines and specific terms of Agreement to which all projects are subject. Signatories of this Agreement certify that these conditions and procedures and terms and the conditions and procedures specific to this project will be adhered to unless amended in writing.

### **1. Complete Agreement.**

a. This Agreement including all exhibits and other documents incorporated or referenced in the Agreement, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between CMAP and GOVERNMENTAL BODY and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.

b. CMAP's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP's right to such performance by the GOVERNMENTAL BODY or to future performance of such terms or conditions and GOVERNMENTAL BODY'S obligation in respect thereto shall continue in full force and effect. The GOVERNMENTAL BODY shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the GOVERNMENTAL BODY to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.

c. CMAP assumes no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by CMAP are expressly stated in this Agreement.

d. Changes: CMAP may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the GOVERNMENTAL BODY shall promptly notify CMAP thereof and assert its claim for adjustment within thirty (30) days after the change is ordered. A written amendment will be prepared for Agreement between CMAP and the GOVERNMENTAL BODY for changes in scope, time and/or costs. No amendments are effective until there is a written Agreement that has been signed by both parties. No claim by the GOVERNMENTAL BODY for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

e. Changes to any portion of this Agreement shall not be binding upon CMAP except when specifically confirmed in writing by an authorized representative of CMAP.

f. For its convenience, CMAP reserves the right to extend the Term of this agreement. Any changes to the Term of this Agreement shall not be binding until specifically confirmed in writing by authorized representatives of both parties.

2. **Chicago Metropolitan Agency for Planning Designee.** Only the Executive Director of CMAP, or designee, shall have the authority to act for and exercise any of the rights of CMAP as set forth in this Agreement, subsequent to and in accordance with the authority granted by CMAP's Board of Directors.

3. **Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

4. **Availability of Appropriation (30 ILCS 500/20-60).** This Agreement is contingent upon and subject to the availability of funds. CMAP, at its sole option, may terminate or suspend this

Agreement, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly, the state funding source, or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason the GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.

5. **Allowable Charges.** No expenditures or charges shall be included in the cost of the Project and no part of the money paid to the GOVERNMENTAL BODY shall be used by the GOVERNMENTAL BODY for expenditures or charges that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP; (ii) not directly for carrying out the Project; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of the GOVERNMENTAL BODY who have not been appointed specifically for the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by the GOVERNMENTAL BODY may be considered as proper costs of the Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.
6. **Audits.** The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP. CMAP reserves the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report with reasonable notice.
7. **Access to Records.** The GOVERNMENTAL BODY shall maintain, for a minimum of **three (3) years** after the completion of the Agreement, adequate books, records and supporting documents related to the Agreement which shall be made available for review upon request. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of CMAP for the recovery of any funds paid by CMAP under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. In addition:
  - (1) If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
  - (2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The GOVERNMENTAL BODY shall include in all subcontracts, if any, under this Agreement a provision that CMAP will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractors involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:

- (1) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- (3) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The term "subcontract" as used in this clause excludes purchase orders not exceeding \$2,500.

8. **Cost Category Transfer Request.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without CMAP's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

Notification to CMAP is required for transfers among appropriated cost categories which exceed 10% or \$1,000 of the line item. No transfer of funds can exceed the total Agreement. The GOVERNMENTAL BODY must submit a written report (form provided by CMAP) to CMAP detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale for the transfer.

9. **Procurement Procedures.** All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and free competition. The GOVERNMENTAL BODY shall also meet the following minimum procedural requirements.
  - a. Subcontracting: Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of CMAP.
  - b. Procurement of Goods or Services: For purchases of products or services with any Agreement funds that cost more than \$3,000 but less \$10,000, the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Agreement funds that are \$40,000 greater will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of CMAP will be used, provided that the procurement procedures conform to the provisions in Part 3 (K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Agreement funds if: (1) the products or services are available only from a single source; or (2) CMAP authorizes such a procedure; (3) after solicitation of a number of sources, competition is determined inadequate; or (4) as otherwise permitted by law and the GOVERNMENTAL BODY's own procurement rules and regulations.
  - c. Records: The GOVERNMENTAL BODY shall maintain records sufficient to detail the significant history of procurements. These records shall include, but are not necessarily limited to: information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the cost or price.
  - d. No GOVERNMENTAL BODY employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.
  - e. GOVERNMENTAL BODY certifies that to the best of its knowledge, its sub-grantees have complied with and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities to the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
10. **Equipment Inventory.** An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by CMAP.
11. **Method of Payment.** Project expenditures are paid directly from federal and/or state funds. Because CMAP is responsible for obtaining federal reimbursement for project expenditures, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support project-related expenditures. The following procedures should be observed to secure payment:
  - a) Based on services performed, GOVERNMENTAL BODY may submit invoices as frequently as once a month, but is required **to submit invoices no later than forty-five (45) days after the**

**end of each quarter within the fiscal year.** Failure to submit such payment request timely will render the amounts billed an unallowable cost for which the GOVERNMENTAL BODY cannot be reimbursed. CMAP is committed to reducing paper use and has established an electronic invoicing system. All invoices are to be submitted through email to:

[accounting@cmapp.illinois.gov](mailto:accounting@cmapp.illinois.gov) AND  
[UWPReporting@cmapp.illinois.gov](mailto:UWPReporting@cmapp.illinois.gov)

- b) Each invoice and report submitted must contain: the contract number, a unique vendor invoice number, a description of the services performed, the hourly rates and number of hours worked for each staff member, any subcontractor invoices that directly relate to the work performed during the invoice period, an itemization of travel and other costs which are chargeable to the contract and the following certification by an official authorized to legally bind the GOVERNMENTAL BODY:

By signing this payment request, I certify that to the best of my knowledge and belief that the payment request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

- c) Subject to the conditions of this Agreement, CMAP will honor invoices in amounts deemed by it to be proper to insure the carrying out of the approved scope of services and shall be obligated to pay the GOVERNMENTAL BODY such amounts as may be approved by CMAP. Invoices shall detail expenses and amount of time spent on CMAP assignments. If an invoice is not acceptable, CMAP shall promptly provide the Contractor a written statement regarding its ineligibility or deficiencies to be eliminated prior to its acceptance and processing.

At the end of each fiscal year that this agreement is active, all invoices for services performed and expenses incurred by the GOVERNMENTAL BODY for the services of this Agreement completed within the expiring fiscal year (ending June 30) must be presented to CMAP no later than fifteen (15) days after the end of the fiscal year. If final, reviewed, invoices are not available by this date, the GOVERNMENTAL BODY must present a soft expenditure estimation report for the final period of the fiscal year to CMAP no later than (15) days after the end of the fiscal year. This report should include any available expenditure documentation available at the time, as well as a narrative estimation of the remaining costs for the final period of the fiscal year. The purpose of the soft expenditure estimation is to book expenditures in the fiscal year in which they occurred. Expenditures not booked in the proper fiscal year cannot be paid once the fiscal year is closed. The GOVERNMENTAL BODY will then have forty-five (45) days to submit a final, reviewed, and finance-approved invoice to CMAP, at which time final payment on the invoice will be made.

Notwithstanding any other provision of this Agreement, CMAP shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. No payments will be made for services performed prior to the effective date of this Agreement. All payments will be transferred electronically to GOVERNMENTAL BODY'S business bank account. The GOVERNMENTAL BODY will be requested to provide transfer numbers for the business bank account when the contract is finalized, in addition to a copy of its IRS W-9 (Request for Taxpayer Identification Number and Certification).

12. **Suspension.** If the GOVERNMENTAL BODY fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the GOVERNMENTAL BODY, suspend the Agreement and withhold further payments or prohibit the GOVERNMENTAL BODY from incurring additional obligations of funds pending corrective action by the GOVERNMENTAL BODY. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the



GOVERNMENTAL BODY in writing that the Agreement has been terminated by reason of default in accordance with paragraph 12 hereof. CMAP may determine to allow such necessary and proper costs which the GOVERNMENTAL BODY could not reasonably avoid during the period of suspension provided such costs meet the provisions of the U.S. Office Management and Budget 2 CFR 200 in effect on the date first above written.

**13. Termination.**

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed "Termination by Default") by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be effected unless the other party is given (i) not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to Termination by Default, and (ii) an opportunity for consultation with the terminating party prior to Termination by Default.
- b. This Agreement may be terminated in whole or in part in writing by CMAP for its convenience (hereinafter termed "Termination for Convenience"), provided that GOVERNMENTAL BODY is given not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.
- c. If Termination by Default is effected by CMAP, an equitable adjustment in the price provided for in this Agreement shall be made, but (i) no amount shall be allowed for anticipated profit on unperformed services or other work, and (ii) any payment due to GOVERNMENTAL BODY at the time of termination may be adjusted to the extent of any additional costs occasioned to CMAP by reason of GOVERNMENTAL BODY'S default. If Termination by Default is effected by GOVERNMENTAL BODY, or if Termination for Convenience is effected by CMAP, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide payment to GOVERNMENTAL BODY for services rendered and expenses incurred prior to termination, in addition CMAP may include cost reasonably incurred by GOVERNMENTAL BODY relating to commitments which had become firm prior to termination.
- d. Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, GOVERNMENTAL BODY shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to CMAP all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by GOVERNMENTAL BODY in performing this Agreement, whether completed or in process.
- e. Upon termination pursuant to paragraphs (a) or (b) of this clause, CMAP may take over the work and prosecute the same to completion by agreement with another party otherwise.
- f. In the event GOVERNMENTAL BODY must terminate this Agreement due to circumstances beyond its control, the termination shall be deemed to have been effected for the convenience of CMAP. In such event, adjustment of the price provided for in this Agreement shall be made as provided in paragraph c of this clause.

**14. Location of Services.** Services to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 4.

**15. Allocation of Agreement Funds.** The GOVERNMENTAL BODY may spend only those funds which will be reimbursed by both CMAP and the Federal government. This Agreement authorizes the GOVERNMENTAL BODY to spend no more than the limit of compensation as identified in Part 5 Compensation for Services in this Agreement. The GOVERNMENTAL BODY is required to provide the local match as outlined in Part 5 Compensation for Services.

**16. Reporting/Consultation.** The GOVERNMENTAL BODY shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement.

17. **Remedies.** Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the GOVERNMENTAL BODY arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.
18. **Equal Employment Opportunity.** The GOVERNMENTAL BODY will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60). In connection with the execution of this Agreement, the GOVERNMENTAL BODY shall not discriminate against any employee or an applicant for employment because of race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. The GOVERNMENTAL BODY shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The GOVERNMENTAL BODY shall cause the provisions of this paragraph to be inserted into all subcontractors work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
19. **Small and Minority Business Enterprise.** In connection with the performance of this Agreement the GOVERNMENTAL BODY will cooperate with CMAP in meeting its commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best efforts to insure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.
20. **Political Activity.** No portion of funds for this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
21. **Prohibited Interest.**
  - a. No officer or employee of CMAP and no member of its governing body and no other public official of any locality in which the Project objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any subcontract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such subcontract or in the work to be performed under such contract.
  - b. No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.
  - c. The GOVERNMENTAL BODY warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.
22. **Patents and Copyright Responsibility.**
  - a. The GOVERNMENTAL BODY agrees that any material or design specified by the GOVERNMENTAL BODY or supplied by the GOVERNMENTAL BODY pursuant to this Agreement shall not infringe any patent or copyright and the GOVERNMENTAL BODY shall

be solely responsible for securing any necessary licenses required for patented or copyrighted material used by the GOVERNMENTAL BODY.

b. If any claim is brought against CMAP by third parties for alleged infringement of third-party patent and copyright and intellectual rights, which claim is caused by breach of the GOVERNMENTAL BODY'S promise as contained in paragraph a of this clause, the GOVERNMENTAL BODY shall save harmless and indemnify CMAP from all loss, damage or expense (including attorney's fees) due to defending CMAP from such claim.

c. If the principal purpose of this Agreement is to create, develop or improve products, processes or methods; or to explore into fields which directly concern public health, safety or welfare, or if the Project is in a field of science or technology in which there has been little significant experience outside of work funded by federal assistance; and any discovery or invention arises or is developed in the course of or under this Agreement, such invention or discovery shall be subject to the reporting and rights provisions of U.S. Office of Management and Budget Circular No. A-102 or to U.S. Office of Management and Budget Circular No. A-21, and to the pertinent regulations of the grantor agency(ies) in effect on the date of execution of this Agreement. The GOVERNMENTAL BODY shall include provisions appropriate to effectuate the purpose of this condition in all subcontracts under this Agreement involving research, developmental, experimental or demonstration work.

23. **Conflict of Interest.** In order to avoid any potential conflict of interest, the GOVERNMENTAL BODY agrees during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP as pertains to this agreement. The GOVERNMENTAL BODY shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.

24. **Ownership of Documents/Title of Work.** All documents, data and records produced by the GOVERNMENTAL BODY in carrying out the GOVERNMENTAL BODY'S obligations and services hereunder, without limitation and whether preliminary or final, shall become and remains the property of CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the GOVERNMENTAL BODY. All documents, data and records utilized in performing research shall be available for examination by CMAP upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP, be appropriately arranged, indexed and delivered to CMAP by the GOVERNMENTAL BODY.

25. **Software.** All software, related computer programs, and source code produced and developed by the GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out the GOVERNMENTAL BODY'S obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government or to any entity consisting of representative of any unit of government, for official use by said entity. Additionally, CMAP and the GOVERNMENTAL BODY shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

CMAP agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both CMAP and the GOVERNMENTAL BODY.

26. **Publication.** CMAP and the GOVERNMENTAL BODY shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to

authorize other material to do so. The GOVERNMENTAL BODY shall include provisions appropriate to effectuate the purpose of this clause in all subcontracts for work under this Agreement.

27. **Confidentiality Clause.** Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by CMAP. All information secured by the GOVERNMENTAL BODY from CMAP in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by CMAP.
28. **Reporting/Consultation.** The GOVERNMENTAL BODY shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement.
29. **Identification of Documents.** All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within the GOVERNMENTAL BODY'S offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of CMAP and of the GOVERNMENTAL BODY. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."
30. **Force Majeure.** Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
31. **Workers' Compensation Insurance.** The GOVERNMENTAL BODY and any subcontractors shall, at their own expense, obtain and maintain Workers' Compensation insurance to cover persons employed in connection with services under this agreement. The limits for the Worker's Compensation coverage shall be no less than the statutory limits required by the State of Illinois. A certificate of insurance must be included with this contract.
32. **Independent Contractors.** The GOVERNMENTAL BODY'S relationship to CMAP in the performance of this Agreement is that of an independent contractor. The GOVERNMENTAL BODY'S personnel performing work under this Agreement shall at all times be under the GOVERNMENTAL BODY'S exclusive direction and control and shall be employees of GOVERNMENTAL BODY and not employees of CMAP. The GOVERNMENTAL BODY shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, workers' compensation insurance and similar matters
33. **Federal, State and Local Laws.** The GOVERNMENTAL BODY warrants that in the performance of this Agreement it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, the GOVERNMENTAL BODY shall be responsible for compliance as modifications are implemented. The GOVERNMENTAL BODY'S failure to comply shall constitute a material breach of this contract.
34. **Hold Harmless and Indemnity.** CMAP and GOVERNMENTAL BODY shall indemnify, defend and hold harmless the other Party's officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of the other Party, its officers,

directors, employees, agents, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.

35. **Equal Employment Opportunities -- Affirmative Action Sexual Harassment.** The GOVERNMENTAL BODY must comply with the Illinois Human Rights Act and rules applicable to public funds, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
36. **International Boycott.** The GOVERNMENTAL BODY certifies that neither the GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
37. **Forced Labor.** The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
38. **Assignment.**
  - a. This Agreement shall be binding upon, and inure to the benefit of, the respective successors, assigns, heirs, and personal representatives of CMAP and the GOVERNMENTAL BODY. Any successor to the GOVERNMENTAL BODY'S rights under this Agreement must be approved by CMAP unless the transaction is specifically authorized under federal law. Any successor will be required to accede to all the terms, conditions and requirements of the Agreement as a condition precedent to such succession.
    - a. The GOVERNMENTAL BODY shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of CMAP hereto, provided, however, that claims for money due or to become due to the GOVERNMENTAL BODY from CMAP under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished to CMAP.
39. **Subcontracts.**
  - a. Any subcontractors or outside associates or contractors required by the GOVERNMENTAL BODY in connection with the services covered by this Agreement will be subject to the approval of CMAP. Any substitutions in or additions to such subcontractors, associates or contractors will be subject to the prior approval of CMAP.
  - b. All subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.
  - c. The Contractor may not subcontract services agreed to under this Agreement without prior written approval of CMAP.

### **Part 3: Federal Conditions of Approval**

- 1) **Standard Assurances.** The GOVERNMENTAL BODY assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, and other federal requirements in carrying out any project supported by federal funds. The GOVERNMENTAL BODY recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. All contracts, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.9.

2) Lobbying.

- d. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- e. Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
- f. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
- g. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- h. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

3) Unlawful Discrimination. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- a. The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- b. The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- c. The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See *also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- d. Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- e. The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and
- f. The Age Discrimination Act (42 USC 6101 *et seq.*).

- 4) Control of Property. The GOVERNMENTAL BODY certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of 2 CFR Part 200, Subpart D, Property Standards.
- 5) Cost Principles. The GOVERNMENTAL BODY certifies that the cost principles and indirect cost proposals of this Agreement are consistent with 2 CFR Part 200, Subpart E, and Appendix VII to Part 200, and all costs included in this Agreement are allowable under 2 CFR Part 200, Subpart E.
- 6) Debarment. The GOVERNMENTAL BODY certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).
- 7) Audit Requirements. The GOVERNMENTAL BODY shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).
  - a. Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.
  - b. Single audit. If a non-Federal entity expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or program-specific audit conducted for that year as required in 2 CFR 200.501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (Program-specific audit). The audit (and package) must be submitted to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier.
  - c. Financial Statement Audit. A non-Federal entity that expends less than \$750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in 15.2, but receives between \$300,000 and \$499,999 in Federal and State Awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards(GAAS); if Grantee expends between \$500,000 and \$749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.
  - d. Performance Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.
- 8) Drug Free Workplace. If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the

performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

- 9) Disadvantaged Business Enterprise Assurance. In accordance with 49 CFR 26.13(a), as amended, the GOVERNMENTAL BODY assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The GOVERNMENTAL BODY assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. CMAP's DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the GOVERNMENTAL BODY, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or CMAP to the GOVERNMENTAL BODY of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 *et seq.*, as amended.
- 10) Intelligent Transportation Systems Program. As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."
- a. In accordance with 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21), the GOVERNMENTAL BODY assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation)) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program.
- b. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or 23 U.S.C. 517(d), the GOVERNMENTAL BODY assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.
- 11) Davis-Bacon Act. To the extent applicable, the GOVERNMENTAL BODY will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted subagreements.
- 12) Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D).

As required by OMB, the GOVERNMENTAL BODY certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project;
2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;



3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
4. Will initiate and complete the work within the applicable project time periods;
5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
  - i. Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
  - ii. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
  - iv. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
  - v. The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 *et seq.* relating to nondiscrimination on the basis of drug abuse;
  - vi. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-616, and amendments thereto, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - vii. The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
  - viii. Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
  - ix. Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
6. Any other nondiscrimination statute(s) that may apply to the project.
  - i. The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*
7. Will comply with all federal environmental standards applicable to the project, including but not limited to:
  - i. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
  - ii. Notification of violating facilities pursuant to Executive Order 11738;
  - iii. Protection of wetlands pursuant to Executive Order 11990;
  - iv. Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
  - v. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
  - vi. Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
  - vii. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
  - viii. Protection of endangered species under the Endangered Species Act of 1973, as amended;
  - ix. GOVERNMENTAL BODY will comply with the environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation Project, as required by 49 U.S.C. 303 (also known as "Section 4f");
  - x. The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 *et seq.*, which relates to protecting components or potential components of the national wild scenic rivers system; and Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.

- 13) Will comply with all other federal statutes applicable to the project, including but not limited to:
- a. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 *et seq.*, and 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes, GOVERNMENTAL BODY:
    - i) will provide for fair and equitable treatment of any displaced persons, or any persons whose property is acquired as a result of federally-funded programs,
    - ii) has the necessary legal authority under State and local laws and regulations to comply with:
 

The Uniform Relocation Act. 42 U.S.C. 4601 *et seq.*, as specified by 42 U.S.C. 4630 and 4655, and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR 24.4, and
    - iii) has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
    - iv) will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,
    - v) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, if an FTA-funded Project results in displacement, it will provide fair and reasonable relocation payments and assistance to:
      1. Displaced families or individuals, and
      2. Displaced corporations, associations, or partnerships,
    - vi) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
      1. Displaced families and individuals, and
      2. Displaced corporations, associations, or partnerships,
    - vii) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals,
    - viii) GOVERNMENTAL BODY:
      1. Carry out the relocation process to provide displaced persons with uniform and consistent services, and
      2. Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin,
    - ix) It will be guided by the real property acquisition policies of 42 U.S.C. 4651 and 4652,
    - xi) will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA will provide Federal funding for its eligible costs for providing payments for those expenses, as required by 42 U.S.C. 4631,
    - xii) will execute the necessary implementing amendments to FTA-funded third party contracts and subagreements,
    - xiii) will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,
    - xiv) will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, relating to any FTA-funded Project involving relocation or land acquisition, and
    - xv) will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions;
      - (1) The Hatch Act, 5 U.S.C. 1501 – 1508, 7324 – 7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds, including a Federal Loan, Grant Agreement, or Cooperative Agreement, and
      - (2) 49 U.S.C. 5323(l)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public

transportation system (or of any other agency or entity performing related functions) receiving FTA funding appropriated or made available for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply,

- xi. The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
  - xii. Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
  - xiii. Executive Order 11593, which relates to identification and protection of historic properties;
  - xiv. The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
  - xv. The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
  - xvi. The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
  - xvii. The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; and
  - xviii. Use of parks, recreation areas, wildlife and waterfowl refuges, and historic sites pursuant to 23 C.F.R. Part 774 (Section 4(f) requirements); and
- b. GOVERNMENTAL BODY will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:
    - (1) The National Research Act, as amended, 42 U.S.C. 289 et seq., and
    - (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11.
- 14) Energy Conservation. To the extent applicable, the GOVERNMENTAL BODY and its third party Contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.
- 15) Bribery. The GOVERNMENTAL BODY certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 16) Clean Air and Clean Water Act. The GOVERNMENTAL BODY certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC §1251 et seq.).
- 17) Bid Rigging. The GOVERNMENTAL BODY certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 18) Debt to State. Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 19) Education Loan. GOVERNMENTAL BODY certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).
- 20) Eligibility For Employment In The United States. The GOVERNMENTAL BODY shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the GOVERNMENTAL BODY to verify that persons employed by the GOVERNMENTAL BODY are eligible to work in the United States.
- 21) Buy America. As set forth in 49 U.S.C 5323(j) and 49 C.F.R. Part 661, only steel, iron and

manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

- 22) Dues and Fees. The GOVERNMENTAL BODY certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).
- 22) Pro-Children Act. The CONTACTOR certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- 23) Motor Voter Law. The GOVERNMENTAL BODY certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).
- 24) Health Insurance Portability Act. The GOVERNMENTAL BODY certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.
- 25) Criminal Convictions. The GOVERNMENTAL BODY certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 26) Illinois Use Tax. The GOVERNMENTAL BODY certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
- 27) Environmental Protection Act Violations. The GOVERNMENTAL BODY certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
- 28) Goods From Child Labor Act. The GOVERNMENTAL BODY certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).
- 29) Federal Funding Accountability and Transparency Act of 2006. The GOVERNMENTAL BODY certifies that it is in compliance with the terms and requirements of 31 USC 6101
- 30) False or Fraudulent Statements or Claims. The GOVERNMENTAL BODY acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to CMAP in connection with this Agreement, CMAP reserves the right to impose on the GOVERNMENTAL BODY the penalties of 18 U.S.C. Section 1001, 31 U.S.C. Section 3801, and 49 CFR Part 31, as CMAP may deem appropriate. GOVERNMENTAL BODY agrees to include this clause in all state and federal assisted contracts and subcontracts.

- 31) Changed Conditions Affecting Performance. The GOVERNMENTAL BODY shall immediately notify CMAP of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
- 32) Third Party Disputes or Breaches. The GOVERNMENTAL BODY agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA or U.S. DOT and CMAP reserve the right to concur in any compromise or settlement of any third party contract claim involving the GOVERNMENTAL BODY. The GOVERNMENTAL BODY will notify FTA or U.S. DOT and the CMAP of any current or prospective major dispute pertaining to a third party contract. If the GOVERNMENTAL BODY seeks to name CMAP as a party to the litigation, the GOVERNMENTAL BODY agrees to inform both FTA or U.S. DOT and CMAP before doing so. CMAP retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the CMAP, the GOVERNMENTAL BODY will credit Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FTA's or the CMAP's immunity to suit.
- 33) Fly America. The GOVERNMENTAL BODY will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.
- 34) Non-Waiver. The GOVERNMENTAL BODY agrees that in no event shall any action or inaction on behalf of or by CMAP, including the making by CMAP of any payment under this Agreement, constitute or be construed as a waiver by CMAP of any breach by the GOVERNMENTAL BODY of any terms of this Agreement or any default on the part of the GOVERNMENTAL BODY which may then exist; and any action, including the making of a payment by CMAP, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to CMAP in respect to such breach or default. The remedies available to CMAP under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.
- 35) Preference for Recycled Products. To the extent applicable, the GOVERNMENTAL BODY agrees to give preference to the purchase of recycled products for use in this Agreement pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.
- 36) Cargo Preference. Use of United States Flag Vessels. The GOVERNMENTAL BODY agrees to comply with 46 U.S.C. § 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.
- 37) Performance measurement. The GOVERNMENTAL BODY must relate financial data of this AGREEMENT to its performance accomplishments. Further, the GOVERNMENTAL BODY must also provide cost information or a budget in Part 6 to demonstrate cost effective practices pursuant to 2 CFR Part 200.301.
- 38) Project closeout. Pursuant to CFR Part 200.343 thru 200.345, the GOVERNMENTAL BODY must submit the required project deliverables, performance and financial reports, and all eligible incurred costs as specified in Parts 5 and 6, respectively, of this AGREEMENT no later than 90 days after the AGREEMENT's end date. Further, the GOVERNMENTAL BODY agrees that the project should then be closed no later than 360 days after receipt and acceptance by CMAP of all required final reports.
- 39) Certification Regarding Annual Fiscal Reports or Payment Vouchers. The GOVERNMENTAL BODY agrees to comply with 2 CFR Part 200.415(a) as follows: To assure that expenditures are

proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the GOVERNMENTAL BODY, which reads as follows:

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

All of the requirements listed in Part 3, paragraphs 1 through 39 apply to the federally funded project. The GOVERNMENTAL BODY agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

**Part 4: Scope of Work/Responsibilities**

|                                                                                           |                                                                   |
|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| <b>Project Title</b>                                                                      | Sub-Regional Transportation Planning, Programming, and Management |
| <b>Sponsoring Agency</b>                                                                  | Council of Mayors/County of Kane, Illinois                        |
| <b>Federal Amount Requested</b>                                                           | \$255,448.00                                                      |
| <b>Local Match Amount</b>                                                                 | \$63,862.00                                                       |
| <b>Total Project Cost (Local Match Amount must be at least 20% of Total Project Cost)</b> | \$319,310.00                                                      |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Description and Justification</b></p> <p><b>Brief Description</b> (please provide information so that all relevant Committee, CMAP/MPO Policy Board members, and the public are able to understand the general scope and goals of the project. This information will showcase your project in future documentation, including the UWP Document)</p> <p>To provide for strategic participation by local officials in the region's transportation process as required by the FAST Act, the Regional Planning Act, and further legislation. To support the Council of Mayors by providing program development, monitoring and active management of STP, CMAQ, TAP, SRTS, BRR, HPP, ITEP and other programs as needed, general liaison services, technical assistance and communication assistance. To assist CMAP, as the Metropolitan Planning Organization for the Chicago region, in meeting Federal transportation planning requirements including development of a Long-Range Transportation Plan, Transportation Improvement Program, and Congestion Management System.</p> |
| <p><b>Major Tasks (up to 20)</b></p> <ol style="list-style-type: none"> <li>1. Communication and Public Involvement</li> <li>2. Regional Planning Support and Technical Assistance</li> <li>3. Program Development- Surface Transportation Program</li> <li>4. Program Monitoring and Active Program Management</li> <li>5. Contract and General Administrative Support</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <p><b>Core Justification</b> (How are the tasks and products for this project aligned with core MPO responsibilities? Does it serve to close any existing gaps in the process?)</p> <p>The Planning Liaison (PL) program provides a direct link between municipalities, counties, CMAP, IDOT and other partner agencies working to accomplish core MPO activities. PLs directly manage federally funded projects sponsored by local governments in the TIP, actively participate in the implementation of ON TO 2050, assist with air quality conformity and provide/promote local government involvement in all CMAP activities.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                |

**Core Justification** (please identify at least one principal of the regional priorities outline in [ON TO 2050](#) associated with this project and/or the required MPO activities. If there is more than one, please list the main principal first.)

Leveraging the Transportation System to Promote Inclusive Growth. Planning work toward continual implementation of ON TO 2050 major capital projects, including supportive land use. Local technical assistance and the formation of collaborative planning efforts.

Is this project a continuation of previous work? If so, please explain.  
The PL Program is a continuous program.

Who will benefit from the interim or final products of this project?  
The region's municipalities, counties, and transportation agencies and the constituents of these bodies.

What is the source of funds for the local match portion of this project?  
Each Council provides matching funds from their operating budget. The Council budgets are typically funded by local governments.

| <b>Products and Completion Schedule</b><br><b>(New Quarterly Reporting Requirement under Bureau of Business Services (BOBs 2832))</b> |                                 |                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|----------------------------------------------------------------------------------|
| <b>Name of Product</b>                                                                                                                | <b>Product Type</b>             | <b>Completion Date*<br/>(Provide actual dates or quarter in which completed)</b> |
| Quarterly Report                                                                                                                      | Narrative and fund expenditures | Quarterly                                                                        |
| Annual Report                                                                                                                         | Report                          | Q4                                                                               |
| Calendar of Council Meetings                                                                                                          | Website Calendar                | Ongoing                                                                          |
| Council meeting agendas, materials, and minutes                                                                                       | Website and distributed         | Ongoing                                                                          |
| Council Website/Web Pages                                                                                                             | Website                         | Ongoing                                                                          |
| Council Newsletters and Emails                                                                                                        | To Members                      | Ongoing                                                                          |
| Program and funding information for Council members                                                                                   | To Members, Website             | Ongoing                                                                          |
| Attend CMAP trainings                                                                                                                 | Meetings                        | Ongoing                                                                          |
| Training opportunity announcements                                                                                                    | Meetings                        | Ongoing                                                                          |



|                                                                                                                                  |                                               |           |
|----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-----------|
| Summaries of meetings, conferences, trainings, procedural changes, new or updated regulations, and other appropriate information | Memos Internal                                | Ongoing   |
| Staff recommended active and contingency programs                                                                                | Report                                        | Q1        |
| Summary of public comments on the local program and responses to those comments                                                  | Report                                        | Q2        |
| Approved local STP active and contingency programs and associated TIP amendments                                                 | Report                                        | Q2        |
| Local STP program updates                                                                                                        | Report                                        | Quarterly |
| TIP amendments and modifications that ensure complete and updated project information in eTIP                                    | In eTIP database                              | Ongoing   |
|                                                                                                                                  |                                               |           |
|                                                                                                                                  |                                               |           |
| Complete funding applications for calls for projects issued through the eTIP database                                            | In eTIP database                              | Ongoing   |
| Project updates for all locally implemented projects utilizing state and/or federal funding                                      | Internal and external reports or spreadsheets | Ongoing   |

| <b>Performance Measure Completion Schedule<br/>           (New Quarterly Reporting Requirement under BOBs 2832)</b> |                                                                                                                   |                                                                                  |
|---------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| <b>Name of Performance Measure</b>                                                                                  | <b>Quantitative Method of Tracking Progress</b>                                                                   | <b>Completion Date*<br/>(Provide actual dates or quarter in which completed)</b> |
| Regional Planning Support                                                                                           | Number of CMAP Board, CMAP Transportation, MPO Policy Committee, and Planning Liaison meetings attended quarterly | Q1, Q2, Q3, Q4                                                                   |
| Active Program Management of Locally Sponsored Programs                                                             | % of TIP changes submitted during open amendments vs. TIP changes submitted between amendments                    | Q1, Q2, Q3, Q4                                                                   |
|                                                                                                                     |                                                                                                                   |                                                                                  |

Core Activity and Task Summary for Kane/Kendall Council of Mayors

| Transportation Improvement Program (TIP)       | Personnel            | Travel              | Other Expenses     | Total                |
|------------------------------------------------|----------------------|---------------------|--------------------|----------------------|
| TIP Data Entry                                 | \$ 25,036.00         | \$ -                | \$ -               | \$ 25,036.00         |
| Annual Obligations                             | \$ -                 | \$ -                | \$ -               | \$ -                 |
| TIP Training                                   | \$ 5,007.20          | \$ 105.00           | \$ -               | \$ 5,112.20          |
| TIP Internal Coordination                      | \$ 28,479.60         | \$ -                | \$ -               | \$ 28,479.60         |
| TIP Public Participation                       | \$ 2,002.88          | \$ 52.50            | \$ -               | \$ 2,055.38          |
| RTA 5310 Program Development                   | \$ -                 | \$ -                | \$ -               | \$ -                 |
| CDOT STP Program                               | \$ -                 | \$ -                | \$ -               | \$ -                 |
| CoM Reporting                                  | \$ 20,028.80         | \$ -                | \$ -               | \$ 20,028.80         |
| CoM Federal Coordination                       | \$ 21,303.82         | \$ 577.50           | \$ -               | \$ 21,881.32         |
| CoM STP Program                                | \$ 101,858.30        | \$ -                | \$ -               | \$ 101,858.30        |
| <b>TOTAL: TIP</b>                              | <b>\$ 203,716.60</b> | <b>\$ 735.00</b>    | <b>\$ -</b>        | <b>\$ 204,451.60</b> |
| Metropolitan Transportation Plan               | Personnel            | Travel              | Other Expenses     | Total                |
| MTP Data                                       | \$ -                 | \$ -                | \$ -               | \$ -                 |
| MTP Coordination                               | \$ 3,914.64          | \$ -                | \$ -               | \$ 3,914.64          |
| MTP Public Participation                       | \$ 2,002.88          | \$ 52.50            | \$ -               | \$ 2,055.38          |
| <b>TOTAL: Metropolitan Transportation Plan</b> | <b>\$ 5,917.50</b>   | <b>\$ 52.50</b>     | <b>\$ -</b>        | <b>\$ 5,970.02</b>   |
| Congestion Management                          | Personnel            | Travel              | Other Expenses     | Total                |
| CMP Data                                       | \$ -                 | \$ -                | \$ -               | \$ -                 |
| <b>TOTAL: Congestion Management Process</b>    | <b>\$ -</b>          | <b>\$ -</b>         | <b>\$ -</b>        | <b>\$ -</b>          |
| Performance Monitoring                         | Personnel            | Travel              | Other Expenses     | Total                |
| PM data                                        | \$ -                 | \$ -                | \$ -               | \$ -                 |
| CoM PM coordination                            | \$ 12,017.28         | \$ -                | \$ -               | \$ 12,017.28         |
| <b>TOTAL: Performance Monitoring</b>           | <b>\$ 12,017.30</b>  | <b>\$ -</b>         | <b>\$ -</b>        | <b>\$ 12,017.28</b>  |
| Public Participation                           | Personnel            | Travel              | Other Expenses     | Total                |
| PP assistance                                  | \$ 56,345.70         | \$ -                | \$ -               | \$ 56,345.70         |
| CoM PP expenses                                | \$ -                 | \$ 1,762.50         | \$ -               | \$ 1,762.50          |
| <b>TOTAL: Public Participation</b>             | <b>\$ 56,345.70</b>  | <b>\$ 1,762.50</b>  | <b>\$ -</b>        | <b>\$ 58,108.20</b>  |
| Operational Expenses                           | Personnel            | Travel              | Other Expenses     | Total                |
| CoM Operations                                 | \$ 17,062.90         | \$ 12,000.00        | \$ 9,700.00        | \$ 38,762.90         |
| <b>TOTAL: Operational Expenses</b>             | <b>\$ 17,062.90</b>  | <b>\$ 12,000.00</b> | <b>\$ 9,700.00</b> | <b>\$ 38,762.90</b>  |
| <b>GRAND TOTAL</b>                             | <b>\$ 295,060.00</b> | <b>\$ 14,550.00</b> | <b>\$ 9,700.00</b> | <b>\$ 319,310.00</b> |

Core Activity Summary for Kane/Kendall Council of Mayors

| Transportation Improvement Program (TIP) | Personnel            | Travel              | Other Expenses     | Total                |
|------------------------------------------|----------------------|---------------------|--------------------|----------------------|
| Transportation Improvement Program (TIP) | \$ 203,716.60        | \$ 735.00           | \$ -               | \$ 204,451.60        |
| Metropolitan Transportation Plan (MTP)   | \$ 5,917.50          | \$ 52.50            | \$ -               | \$ 5,970.00          |
| Congestion Management Process (CMP)      | \$ -                 | \$ -                | \$ -               | \$ -                 |
| Performance Monitoring (PM)              | \$ 12,017.30         | \$ -                | \$ -               | \$ 12,017.30         |
| Public Participation (PP)                | \$ 56,345.70         | \$ 1,762.50         | \$ -               | \$ 58,108.20         |
| Operational Expenses (Ops)               | \$ 17,062.90         | \$ 12,000.00        | \$ 9,700.00        | \$ 38,762.90         |
| <b>GRAND TOTAL</b>                       | <b>\$ 295,060.00</b> | <b>\$ 14,550.00</b> | <b>\$ 9,700.00</b> | <b>\$ 319,310.00</b> |

Core Deliverables Summary for Kane/Kendall Council of Mayors

| Deliverable                                                 | Schedule                                                                                              |
|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| Calendar of council meetings (other)                        | Q3, with updates as needed                                                                            |
| Council meeting agendas, materials, and minutes (other)     | Per council schedules                                                                                 |
| Council website/web pages (web page(s))                     | Ongoing                                                                                               |
| Council newsletters and emails (document: pdf)              | Ongoing                                                                                               |
| Program and funding information for Council members (other) | Other (Ongoing)                                                                                       |
| Training opportunity announcements (other)                  | As needed ()                                                                                          |
| Informational summaries (other)                             | 0                                                                                                     |
| Staff recommended STP-L programs (spreadsheet: Excel)       | Q3/Q4 (of even FYs)                                                                                   |
| STP-L public comment summary (document: Word)               | Q3/Q4 (of even FYs)                                                                                   |
| Approved STP-L programs (spreadsheet: Excel)                | Q3/Q4 (of even FYs)                                                                                   |
| STP-L program updates (spreadsheet: Excel)                  | At least quarterly, following QSUs and whenever action is taken by the council to make changes        |
| TIP amendments and modifications (other)                    | Ongoing and according to CMAP's Master Transportation Schedule and the IDOT Region 1 Letting Schedule |
| Completed funding applications (other)                      | As needed (Typically Q2 (of odd FYs))                                                                 |
| Project updates (other)                                     | No less than semi-annually                                                                            |
| Quarterly reports (spreadsheet: Excel)                      | Quarterly                                                                                             |

**Part 5.            Compensation for Services/Terms of Agreement**

|                                                       |                     |     |
|-------------------------------------------------------|---------------------|-----|
| Federal Funds                                         | \$255,448.00        | 80% |
| Subtotal                                              | \$255,448.00        |     |
| Local Match Provided Through the<br>GOVERNMENTAL BODY | \$ 63,862.00        | 20% |
| Subtotal                                              | <u>\$ 63,862.00</u> |     |
| CONTRACT TOTAL                                        | <u>\$319,310.00</u> |     |

[This section intentionally left blank]

**Part 6. FTA CERTIFICATION REGARDING LOBBYING**

**FTA CERTIFICATION REGARDING LOBBYING**  
(49 CFR PART 20)

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [GOVERNMENTAL BODY] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The GOVERNMENTAL BODY, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the GOVERNMENTAL BODY understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of GOVERNMENTAL BODY's Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of GOVERNMENTAL BODY's Authorized Official:

**PART 7: Agreement Award Notification of Federal Funds**

**Amount of Federal funds:** \$185,862.37

**Federal Award Identification Number (FAIN):** FLQP(353)

**Name of Project:** 3-C Transportation Activities

**CFDA Number, Federal Agency, Program Title:** 20.205, Federal Highway Administration, Illinois Highway Planning and Construction

**CFSA Number:** 494-00-1009/494-00-1437

**SAIN:** 1009-40494

**ANNUAL CERTIFICATION FOR COMPLIANCE WITH FEDERAL  
OMB-CIRCULAR A-133/2 CFR Section 200.51(c)(4)**

**NOTICE**

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If OMB Circular A-133/2 CFR Section 200.51(c)(4) applies to your organization, submit the certification or a copy of your OMB A-133/2 CFR Section 200.51(c)(4) single audit to CMAP at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

**NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO CMAP WILL RESULT IN THE SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.**

In accordance with OMB Circular A-133/2 CFR Section 200.51(c)(4), *Audits of States, Local Governments, and Non-Profit Organizations*, such non-federal entities that expend \$750,000 or more in federal awards in a year are required to have a single audit performed in accordance with OMB Circular A-133/2 CFR Section 200.51(c)(4). The Chicago Metropolitan Agency for Planning (CMAP) is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by CMAP. It is the responsibility of the agencies expending federal funds to comply with the requirements of OMB Circular A-133/2 CFR Section 200.51(c)(4) and determine whether they are required to have a single audit performed.

In order to comply with this requirement, your agency must provide the following information to CMAP on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended \$750,000 (or the current OMB Circular A-133/2 CFR Section 200.51(c)(4) qualifying amount) or more in federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed in accordance with OMB Circular A-133/2 CFR Section 200.51(c)(4) and submit a copy of the report to CMAP within the

earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.

**This is an annual requirement for every year in which you expended funds for this project.**

2. If your agency did not expend \$750,000 (or the current OMB Circular A-133/2 CFR Section 200.51(c)(4)) or more in federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for projects costs and were not required to conduct a single audit, you must complete and return the certification statement.

**This is an annual requirement for every year in which you expended funds for this project.**

3. If your agency receives multiple awards from CMAP, only one annual submittal of this information is required.

Please submit a copy of your OMB Circular A-133/2 CFR Section 200.51(c)(4) single audit or the Single Audit Not Required Certification to:

[accounting@cmap.illinois.gov](mailto:accounting@cmap.illinois.gov)

The single audit must be comprised of four parts. You have the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements)
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with OMB Circular A-133/2 CFR Section 200.51(c)(4).

Additional information which should be submitted:

1. Corrective Action Plan(s), if applicable.
2. Management Letter, if applicable.
3. Status of Prior Year Findings, if applicable.

## NOTICE

- **Do not submit this certification to CMAP with your signed contract.**
- This certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. If does not apply to for-profit public or private entities.
- If OMB Circular A-133/2 CFR Section 200.51(c)(4) applies to your organization, this certification or a copy of your OMB Circular A-133/2 CFR Section 200.51(c)(4) single audit must be submitted to CMAP at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

### Single Audit Not Required Certification

I certify that \_\_\_\_\_ did not expend \$750,000 or more in federal awards in our fiscal year \_\_\_\_\_ and was not required to have a single audit conducted.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

### Subrecipient Contact Information

Subrecipient: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Fiscal Year End: \_\_\_\_\_

Email address: \_\_\_\_\_

Attachment 2

Electronic Billing Information

Transfer of funds will be made electronically. GOVERNMENTAL BODY certifies to the following information:

Bank Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Account No.: \_\_\_\_\_

Bank ACH Routing No.: \_\_\_\_\_

GOVERNMENTAL BODY email address for confirmation:

\_\_\_\_\_

Return this completed form to:

[Accounting@cmap.illinois.gov](mailto:Accounting@cmap.illinois.gov)



STATE OF ILLINOIS )  
 )  
 ) SS.  
 )  
COUNTY OF KANE )

**RESOLUTION NO. 24-263**

**APPROVING THE KANE COUNTY 5-YEAR FY2024-2028 TRANSPORTATION IMPROVEMENT PROGRAM (TIP)**

WHEREAS, the Illinois Highway Code (605 ILCS 5/5-301) requires the County Engineer of Kane County to annually update the County’s 20-year long-range transportation plan with an updated list of anticipated projects within the next 5 years, which updated list of anticipated projects is referred to as the 5-Year FY2024-2028 Transportation Improvement Program (TIP); and

WHEREAS, pursuant to Kane County Resolution No. 21-255, the Kane County Board adopted the 2050 Kane County Long Range Transportation Plan, which is a comprehensive plan that identifies major multi-modal transportation projects that respond to existing transportation deficiencies and projected development trends, provides guidance for transportation decisions and cooperative planning, increases system efficiency and personal mobility, and identifies financial resources to implement transportation projects; and

WHEREAS, proper management of the Kane County transportation system requires multi-year planning to address the demand for new and improved transportation facilities and to properly maintain existing transportation infrastructure; and

WHEREAS, the FY2024-2028 Transportation Improvement Program is a working document that provides a list of the major transportation improvements anticipated within the next 5 years and also serves as the annual update of the 2050 Kane County Long Range Transportation Plan.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the attached FY2024-2028 Transportation Improvement Program is hereby approved and shall serve as the yearly update to the adopted 2050 Kane County Long Range Transportation Plan.

Passed by the Kane County Board on June 11, 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 the Kane County 5-Year FY2024-2028 Transportation Improvement Program (TIP)

### **Committee Flow:**

Transportation Committee, Executive Committee, County Board

### **Contact:**

Jackie Forbes, 630.444.3142

### **Budget Information:**

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

### **Summary:**

Pursuant to State Statute 605 ILCS 5/5-301, the County is required to consider on an annual basis a Five-Year Transportation Improvement Program. As part of the County's long-range planning efforts, the County considers a listing of anticipated improvements and costs within the next five years. This Five-Year financial plan is referred to as Kane County's Five-Year Transportation Improvement Program (TIP).

A draft list of projects for FY2024-2028 was presented to the Transportation Committee in April. The list of over 150 projects reflected previous direction of the County Board by utilizing the adopted FY2024 Transportation Budget and the currently approved Kane County FY2023-2027 Transportation Improvement Program. No new projects have been added to the list.

The final document for approval is included in the agenda materials. Approximately 85% of the projects are current obligations or required due to safety, maintenance or federal funding commitments. Current project cost estimates of the County's cost share for the 5-Year FY2024-2028 TIP is \$367,815,413.

- Expansion Projects ~ 38% of program (Longmeadow Parkway, Randall Road, etc.)
- Modernization / Safety Projects ~ 16% of program (signals, turn lanes, etc.)
- Multi-modal Projects ~ 4% of program (bicycle, pedestrian)
- Preservation (Maintenance) Projects ~ 42% of program (bridges, pavements, etc.)

If you include project costs in the multi-year for projects in the early stages of project development, the total cost estimate increases by \$154,455,000 to \$522,270,413.

The FY2024-2028 TIP is a working document and will be updated throughout the year to address programming changes such as cost estimate changes and grant awards.

Staff recommends approval.

# Kane County FY2024-2028 Transportation Improvement Program



**FY2024 KDOT Budget**

**Corinne Pierog  
Kane County Board Chair**



**Mark Davoust  
Transportation Committee Chair**

**Carl Schoedel, P.E.  
Director of Transportation  
County Engineer**

**Working document**

**Kane County Division of Transportation  
Transportation Improvement Program  
FY2024 to FY2028 (MYP)**

**Expenditures -**

| Categories | Project Name - Description (light green)                         | Project Phase (funds appropriated - blue) | FY2024                                  | FY2025     | FY2026     | FY2027     | FY2028     | FY2029/MYP  |
|------------|------------------------------------------------------------------|-------------------------------------------|-----------------------------------------|------------|------------|------------|------------|-------------|
| Expansion  | Anderson Road from IL 38 to Keslinger Road                       | Completed                                 | 2,738,267                               | -          | -          | -          | -          | -           |
| Expansion  | Bliss/Fabyan/Main                                                | Completed                                 | 476,771                                 | -          | -          | -          | -          | -           |
| Expansion  | Bliss/Fabyan/Main                                                | Completed                                 | 2,378,377                               | -          | -          | -          | -          | -           |
| Expansion  | Bunker Road from Keslinger Road to LaFox Road                    | Underway                                  | Phase 2 Engineering                     | 51,316     | -          | -          | -          | -           |
| Expansion  | Bunker Road from Keslinger Road to LaFox Road                    | Required                                  | Phase 3 Engineering                     | 120,000    | 462,000    | 462,000    | -          | -           |
| Expansion  | Bunker Road from Keslinger Road to LaFox Road                    | Required                                  | Road Construction - Est \$10,444,545    | -          | 3,512,510  | 2,310,679  | -          | -           |
| Expansion  | Bunker Road from Keslinger Road to LaFox Road                    | Required                                  | Road Construction                       | -          | 2,310,679  | 2,310,679  | -          | -           |
| Expansion  | Bunker Road from Keslinger Road to LaFox Road                    | Underway                                  | Right-of-Way - UP RR                    | 45,674     | -          | -          | -          | -           |
| Expansion  | Dauberman Meredith Realignment                                   | Underway                                  | Feasibility Study / Phase 1 Engineering | 151,367    | 150,000    | -          | -          | -           |
| Expansion  | Dauberman Road Extension - US 30 to Granart Road                 | Underway                                  | Phase 2 Engineering                     | 11,710     | -          | -          | -          | -           |
| Expansion  | Dauberman Road Extension - US 30 to Granart Road                 | Underway                                  | Phase 3 Engineering                     | 300,000    | 200,000    | -          | -          | -           |
| Expansion  | Dauberman Road Extension - US 30 to Granart Road                 | Underway                                  | Road Construction                       | -          | 11,571,764 | -          | -          | -           |
| Expansion  | Dauberman Road Extension - US 30 to Granart Road                 | Underway                                  | Road Construction                       | 4,000,000  | -          | -          | -          | -           |
| Expansion  | Dauberman Road Extension - US 30 to Granart Road                 | Underway                                  | Utilities                               | 50,656     | -          | -          | -          | -           |
| Expansion  | Dauberman Road Extension - US 30 to Granart Road                 | Underway                                  | Railroad                                | 538,796    | -          | -          | -          | -           |
| Expansion  | French Road/Harmony Road Extension (Phase 1 Engineering Only)    | -                                         | Phase 1 Engineering                     | -          | 650,000    | 300,000    | -          | 18,000,000  |
| Expansion  | Huntley Road - Randall to Sleepy Hollow Road                     | -                                         | Phase 1 Engineering                     | -          | -          | 400,000    | 400,000    | -           |
| Expansion  | Huntley Road - Randall to Sleepy Hollow Road                     | -                                         | Phase 2 Engineering                     | -          | -          | -          | -          | 450,000     |
| Expansion  | Huntley Road - Randall to Sleepy Hollow Road                     | -                                         | Phase 3 Engineering                     | -          | -          | -          | -          | 2,000,000   |
| Expansion  | Huntley Road - Randall to Sleepy Hollow Road                     | -                                         | Road Construction                       | -          | -          | -          | -          | 20,000,000  |
| Expansion  | Huntley Road - Randall to Sleepy Hollow Road                     | -                                         | Right-of-Way                            | -          | -          | -          | 2,000,000  | -           |
| Expansion  | Jericho Road at IL 47 - IDOT IL47 Project Kennedy to Cross St    | Underway                                  | Road Construction                       | -          | 73,700     | -          | -          | -           |
| Expansion  | Longmeadow Pkwy (B-2)-East of White Chapel to 31                 | Completed                                 | Road Construction                       | 250,000    | 250,000    | -          | -          | -           |
| Expansion  | Longmeadow Pkwy (C-2) - Sandbloom to Route 25                    | Completed                                 | Phase 3 Engineering                     | 500,000    | 180,000    | -          | -          | -           |
| Expansion  | Longmeadow Pkwy (C-2) - Sandbloom to Route 25                    | Completed                                 | Road Construction                       | 1,100,000  | 1,100,000  | -          | -          | -           |
| Expansion  | Longmeadow Pkwy (C-2) - Sandbloom to Route 25                    | Completed                                 | Road Construction                       | 25,923     | -          | -          | -          | -           |
| Expansion  | Longmeadow Pkwy (C-2a) - Soil Remediation                        | Completed                                 | Road Construction                       | 2,563,832  | -          | -          | -          | -           |
| Expansion  | Longmeadow Pkwy (C-2b) Final Roadway Improve                     | Underway                                  | Road Construction                       | 1,720,000  | -          | -          | -          | -           |
| Expansion  | Longmeadow Pkwy (C-2b) Final Roadway Improve                     | Underway                                  | Road Construction                       | 1,385,000  | -          | -          | -          | -           |
| Expansion  | Longmeadow Pkwy (C-3) - Route 25 Improvements                    | Completed                                 | Phase 3 Engineering                     | 17,484     | -          | -          | -          | -           |
| Expansion  | Longmeadow Pkwy (C-3) - Route 25 Improvements                    | Completed                                 | Road Construction                       | 250,000    | 250,000    | -          | -          | -           |
| Expansion  | Longmeadow Pkwy (C-5) Tree Mitigation Grow Contract              | Underway                                  | Road Construction                       | 585,000    | 585,000    | 585,000    | -          | -           |
| Expansion  | Longmeadow Pkwy (D) - IL 25 to IL 62                             | Completed                                 | Phase 3 Engineering                     | 3,323      | -          | -          | -          | -           |
| Expansion  | Longmeadow Pkwy (D) - IL 25 to IL 62                             | Completed                                 | Road Construction                       | 100,000    | 100,000    | -          | -          | -           |
| Expansion  | Montgomery Road from IL 25 to Hill Avenue                        | -                                         | Phase 2 Engineering                     | -          | -          | 250,000    | 250,000    | -           |
| Expansion  | Randall Road at Highland Intersection (Phase 1 Engineering Only) | Underway                                  | Phase 1 Engineering                     | 542,375    | 500,000    | -          | -          | 20,000,000  |
| Expansion  | Randall Road and Route 20 (Phase 1 Engineering Only)             | -                                         | Phase 1 Engineering                     | 200,000    | 500,000    | 400,000    | -          | 50,000,000  |
| Expansion  | Randall Road at Alft Lane w/ Elgin                               | Completed                                 | Phase 2 Engineering                     | 50,614     | -          | -          | -          | -           |
| Expansion  | Randall Road at Alft Lane w/ Elgin                               | Completed                                 | Phase 3 Engineering                     | 92,498     | -          | -          | -          | -           |
| Expansion  | Randall Road at Alft Lane w/ Elgin                               | Completed                                 | Road Construction                       | 527,387    | -          | -          | -          | -           |
| Expansion  | Randall Road at Big Timber                                       | Underway                                  | Phase 2 Engineering                     | 300,000    | 287,695    | -          | -          | -           |
| Expansion  | Randall Road at Big Timber                                       | Required                                  | Right-of-Way                            | 500,000    | 250,000    | 250,000    | -          | -           |
| Expansion  | Randall Road at Big Timber                                       | Underway                                  | Wetland Credits - Grey Willow           | 260,083    | -          | -          | -          | -           |
| Expansion  | Randall Road at Big Timber                                       | Required                                  | Phase 3 Engineering                     | -          | -          | -          | 400,000    | 366,500     |
| Expansion  | Randall Road at Big Timber                                       | Required                                  | Road Construction - \$7.6M              | -          | -          | -          | 1,000,000  | 1,513,342   |
| Expansion  | Randall Road at Hopps Intersection & CNRR Grade Separation       | Completed                                 | Phase 1 Engineering                     | 13,149     | -          | -          | -          | -           |
| Expansion  | Randall Road at Hopps Intersection & CNRR Grade Separation       | Underway                                  | Phase 2 Engineering                     | 1,203,672  | 2,000,000  | -          | -          | -           |
| Expansion  | Randall Road at Hopps Intersection & CNRR Grade Separation       | Required                                  | Phase 3 Engineering                     | -          | -          | 2,600,000  | 2,600,000  | -           |
| Expansion  | Randall Road at Hopps Intersection & CNRR Grade Separation       | Required                                  | Road Construction                       | -          | -          | 13,000,000 | 13,000,000 | -           |
| Expansion  | Randall Road at Hopps Intersection & CNRR Grade Separation       | Required                                  | Right-of-Way                            | 1,000,000  | 100,000    | -          | -          | -           |
| Expansion  | Randall Road at I90 Interchange Improvement                      | Underway                                  | Feasibility Study                       | 49,763     | -          | -          | -          | -           |
| Expansion  | Randall Road at I90 Interchange Improvement                      | Underway                                  | Phase 1 Engineering                     | 900,000    | 831,408    | -          | -          | -           |
| Expansion  | Randall Road at I90 Interchange Improvement                      | -                                         | Phase 2 Engineering                     | -          | 1,000,000  | 1,000,000  | 1,000,000  | -           |
| Expansion  | Randall Road at I90 Interchange Improvement                      | -                                         | Phase 3 Engineering                     | -          | -          | -          | -          | 3,000,000   |
| Expansion  | Randall Road at I90 Interchange Improvement                      | -                                         | Road Construction                       | -          | -          | -          | -          | 30,000,000  |
| Expansion  | Randall Road at I90 Interchange Improvement                      | -                                         | Right-of-Way                            | -          | -          | 250,000    | 250,000    | -           |
| Expansion  | Randall Road at IL 72                                            | Underway                                  | Phase 2 Engineering                     | 250,000    | 112,552    | -          | -          | -           |
| Expansion  | Randall Road at IL 72                                            | Required                                  | Right-of-Way                            | 300,000    | 179,000    | -          | -          | -           |
| Expansion  | Randall Road at IL 72                                            | Required                                  | Phase 3 Engineering                     | -          | -          | 741,000    | -          | -           |
| Expansion  | Randall Road at IL 72                                            | Required                                  | Road Construction - \$7.8M              | -          | -          | 5,100,000  | -          | -           |
| Expansion  | Randall Road at Keslinger Road (Phase 1 Engineering Only)        | -                                         | Phase 1 Engineering                     | -          | 200,000    | 800,000    | -          | -           |
| Expansion  | Randall Road at Prairie Street (Phase 1 Engineering Only)        | -                                         | Phase 1 Engineering                     | -          | 500,000    | -          | -          | 5,000,000   |
|            |                                                                  |                                           | 25,553,038                              | 27,856,307 | 30,759,357 | 18,900,000 | 37,329,842 | 115,450,000 |

**Transportation Improvement Program  
FY2024 to FY2028 (MYP)**

| Expenditures - Categories |  | Project Name - Description (light green)                   | Project Phase (funds appropriated - blue) | FY2024    | FY2025    | FY2026    | FY2027     | FY2028     | FY2029/MYP |
|---------------------------|--|------------------------------------------------------------|-------------------------------------------|-----------|-----------|-----------|------------|------------|------------|
| Modernization / Safety    |  | Bowes, Corron, and Nesler Roads (Phase 1 Engineering Only) | -                                         |           | 500,000   | -         | -          | -          | -          |
| Modernization / Safety    |  | Fabyan Parkway at Kirk Road                                | Completed                                 | 250,000   | 250,000   | -         | -          | -          | -          |
| Modernization / Safety    |  | Fabyan Parkway at IL 31 (Safety Project)                   | Completed                                 | 83,929    | -         | -         | -          | -          | -          |
| Modernization / Safety    |  | Fabyan Parkway at Route 31                                 | Underway                                  | 720,103   | 1,300,000 | -         | -          | -          | -          |
| Modernization / Safety    |  | Fabyan Parkway at Route 31                                 | Underway                                  | 98,109    | 400,000   | -         | -          | -          | -          |
| Modernization / Safety    |  | Fabyan Parkway at Route 31                                 | -                                         | -         | 500,000   | 800,000   | -          | -          | -          |
| Modernization / Safety    |  | Fabyan Parkway at Route 31                                 | -                                         | -         | -         | -         | 750,000    | 1,000,000  | -          |
| Modernization / Safety    |  | Fabyan Parkway at Route 31                                 | -                                         | -         | -         | -         | 7,500,000  | 10,000,000 | -          |
| Modernization / Safety    |  | Fabyan Parkway at Route 31                                 | -                                         | -         | -         | 200,000   | 300,000    | -          | -          |
| Modernization / Safety    |  | Fabyan Parkway at Settler's Hill Kingsland Dr              | Underway                                  | 445,552   | 200,000   | -         | -          | -          | -          |
| Modernization / Safety    |  | Fabyan Parkway at Settler's Hill Kingsland Dr              | -                                         | -         | -         | 100,000   | -          | -          | -          |
| Modernization / Safety    |  | Fabyan Parkway at Settler's Hill Kingsland Dr              | -                                         | -         | -         | 850,000   | -          | -          | -          |
| Modernization / Safety    |  | Fabyan Parkway at Settler's Hill Kingsland Dr              | -                                         | -         | 150,000   | -         | -          | -          | -          |
| Modernization / Safety    |  | Galligan Road - Freeman Road to Binnie Road                | Underway                                  | 236,422   | -         | -         | -          | -          | -          |
| Modernization / Safety    |  | Galligan Road - Freeman Road to Binnie Road                | -                                         | -         | 350,000   | 250,000   | -          | -          | -          |
| Modernization / Safety    |  | Galligan Road - Freeman Road to Binnie Road                | -                                         | -         | -         | 100,000   | 150,000    | -          | -          |
| Modernization / Safety    |  | Galligan Road - Freeman Road to Binnie Road                | -                                         | -         | -         | 1,000,000 | 1,500,000  | -          | -          |
| Modernization / Safety    |  | Galligan Road - Freeman Road to Binnie Road                | -                                         | -         | 750,000   | -         | -          | -          | -          |
| Modernization / Safety    |  | Intersection Safety/Operational Projects - New Starts      | -                                         | 250,000   | 250,000   | 250,000   | 250,000    | 250,000    | 250,000    |
| Modernization / Safety    |  | Montgomery Road at Howell Pl                               | Underway                                  | 445,300   | 400,000   | -         | -          | -          | -          |
| Modernization / Safety    |  | Montgomery Road at Howell Pl                               | Required                                  | -         | -         | -         | -          | 250,000    | -          |
| Modernization / Safety    |  | Montgomery Road at Howell Pl                               | Required                                  | -         | -         | -         | -          | 2,500,000  | -          |
| Modernization / Safety    |  | Orchard Road at Countryside Ave                            | Completed                                 | 86,257    | -         | -         | -          | -          | -          |
| Modernization / Safety    |  | Orchard Road - Jericho to US30 HSIP                        | Completed                                 | 101,379   | 101,379   | -         | -          | -          | -          |
| Modernization / Safety    |  | Orchard Road at US30 Intersection Improvements             | Completed                                 | 1,738,015 | 1,738,015 | -         | -          | -          | -          |
| Modernization / Safety    |  | Plank Road - County Line Rd to Engel Road HSIP             | Underway                                  | 168,451   | 300,000   | -         | -          | -          | -          |
| Modernization / Safety    |  | Plank Road - County Line Rd to Engel Road HSIP             | Required                                  | -         | -         | -         | 140,000    | -          | -          |
| Modernization / Safety    |  | Plank Road - County Line Rd to Engel Road HSIP             | Required                                  | -         | -         | -         | 669,662    | -          | -          |
| Modernization / Safety    |  | Plank Road - County Line Rd to Engel Road HSIP             | Required                                  | -         | -         | 100,000   | -          | -          | -          |
| Modernization / Safety    |  | Plank Road - Engel to Waughon HSIP                         | Underway                                  | 4,291     | -         | -         | -          | -          | -          |
| Modernization / Safety    |  | Plank Road - Engel to Waughon HSIP                         | Underway                                  | 199,178   | -         | -         | -          | -          | -          |
| Modernization / Safety    |  | Plank Road - Engel to Waughon HSIP                         | Underway                                  | 218,427   | -         | -         | -          | -          | -          |
| Modernization / Safety    |  | Plank Road - Romke to Brier Hill Road HSIP                 | Underway                                  | 310,457   | 200,000   | -         | -          | -          | -          |
| Modernization / Safety    |  | Plank Road - Romke to Brier Hill Road HSIP                 | Required                                  | -         | -         | 383,000   | -          | -          | -          |
| Modernization / Safety    |  | Plank Road - Romke to Brier Hill Road HSIP                 | Required                                  | -         | -         | 2,271,786 | -          | -          | -          |
| Modernization / Safety    |  | Plank Road - Romke to Brier Hill Road HSIP                 | Required                                  | -         | 100,000   | -         | -          | -          | -          |
| Modernization / Safety    |  | Randall Road at Huntley Road                               | -                                         | -         | 800,000   | -         | -          | -          | -          |
| Modernization / Safety    |  | Randall Road at Huntley Road                               | -                                         | -         | -         | -         | 200,000    | -          | -          |
| Modernization / Safety    |  | Randall Road at Huntley Road                               | -                                         | -         | -         | -         | 200,000    | -          | -          |
| Modernization / Safety    |  | Randall Road at Huntley Road                               | -                                         | -         | -         | -         | -          | 200,000    | -          |
| Modernization / Safety    |  | Randall Road at Huntley Road                               | -                                         | -         | -         | -         | -          | 2,000,000  | -          |
| Modernization / Safety    |  | Randall Road from Huntley Road to Big Timber Rd            | Completed                                 | 34,011    | -         | -         | -          | -          | -          |
| Modernization / Safety    |  | Randall Road from Huntley Road to Big Timber Rd            | Completed                                 | 805,821   | -         | -         | -          | -          | -          |
| Modernization / Safety    |  | Recessed Reflective Pavement Marker HSIP                   | Underway                                  | 47,915    | -         | -         | -          | -          | -          |
| Modernization / Safety    |  | Recessed Reflective Pavement Marker HSIP                   | Required                                  | -         | 65,000    | -         | -          | -          | -          |
| Modernization / Safety    |  | Recessed Reflective Pavement Marker HSIP                   | Required                                  | -         | 65,476    | -         | -          | -          | -          |
| Modernization / Safety    |  | Signal System Communication Expansion                      | -                                         | -         | 130,000   | -         | -          | -          | -          |
| Modernization / Safety    |  | Signal System Communication Expansion                      | -                                         | -         | 1,170,000 | 1,170,000 | 1,170,000  | 1,170,000  | 1,170,000  |
| Modernization / Safety    |  | Sugar Grove - Bliss at IL47 Intersection                   | Completed                                 | 63,182    | -         | -         | -          | -          | -          |
| Modernization / Safety    |  | Tyrrell Road - Raymond Drive to Mason Road                 | Underway                                  | 475,000   | 67,848    | -         | -          | -          | -          |
| Modernization / Safety    |  | Tyrrell Road - Raymond Drive to Mason Road                 | -                                         | -         | -         | 200,000   | 200,000    | 200,000    | -          |
| Modernization / Safety    |  | Tyrrell Road - Raymond Drive to Mason Road                 | -                                         | -         | -         | 100,000   | -          | -          | -          |
| Modernization / Safety    |  | Tyrrell Road - Raymond Drive to Mason Road                 | -                                         | -         | -         | -         | -          | -          | 800,000    |
| Modernization / Safety    |  | Tyrrell Road - Raymond Drive to Mason Road                 | -                                         | -         | -         | -         | -          | -          | 8,000,000  |
| Modernization / Safety    |  | Wenmoth Road at Fabyan Parkway                             | Underway                                  | 41,984    | -         | -         | -          | -          | -          |
| Modernization / Safety    |  | Wenmoth Road at Fabyan Parkway                             | Underway                                  | 43,983    | 50,000    | -         | -          | -          | -          |
| Modernization / Safety    |  | Wenmoth Road at Fabyan Parkway                             | -                                         | -         | -         | 125,000   | -          | -          | -          |
| Modernization / Safety    |  | Wenmoth Road at Fabyan Parkway                             | -                                         | -         | -         | 1,250,000 | -          | -          | -          |
| Modernization / Safety    |  | Wenmoth Road at Fabyan Parkway                             | -                                         | -         | 50,000    | -         | -          | -          | -          |
| Modernization / Safety    |  | Wenmoth Road at Main Street Road                           | Underway                                  | 40,000    | 47,387    | -         | -          | -          | -          |
| Modernization / Safety    |  | Wenmoth Road at Main Street Road                           | Underway                                  | 29,834    | -         | -         | -          | -          | -          |
| Modernization / Safety    |  | Wenmoth Road at Main Street Road                           | -                                         | -         | -         | 75,000    | -          | -          | -          |
| Modernization / Safety    |  | Wenmoth Road at Main Street Road                           | -                                         | -         | -         | 750,000   | -          | -          | -          |
| Modernization / Safety    |  | Wenmoth Road at Main Street Road                           | -                                         | -         | 25,000    | -         | -          | -          | -          |
|                           |  |                                                            |                                           | 6,937,601 | 9,960,105 | 9,974,786 | 13,029,662 | 17,570,000 | 10,220,000 |

**Transportation Improvement Program  
FY2024 to FY2028 (MYP)**

**Expenditures -**

| Categories               | Project Name - Description (light green)                       | Project Phase (funds appropriated - blue) | FY2024    | FY2025    | FY2026    | FY2027    | FY2028    | FY2029/MYP |
|--------------------------|----------------------------------------------------------------|-------------------------------------------|-----------|-----------|-----------|-----------|-----------|------------|
| Multi-Modal Active Trans | Bicycle and Pedestrian Plan Update                             | Underway                                  | 16,805    | -         | -         | -         | -         | -          |
| Multi-Modal Active Trans | Burlington Road Bicycle Accommodation                          | -                                         | -         | 300,000   | -         | -         | -         | -          |
| Multi-Modal Active Trans | Burlington Road Bicycle Accommodation                          | -                                         | -         | -         | 153,000   | -         | -         | -          |
| Multi-Modal Active Trans | Burlington Road Bicycle Accommodation                          | -                                         | -         | -         | 1,530,000 | -         | -         | -          |
| Multi-Modal Active Trans | Burlington Road Bicycle Accommodation                          | -                                         | -         | 50,000    | -         | -         | -         | -          |
| Multi-Modal Active Trans | Montgomery Rd Virgil Gilman HSIP                               | Completed                                 | -         | 24,327    | -         | -         | -         | -          |
| Multi-Modal Active Trans | Pedestrian Federally Required ADA Improvements                 | -                                         | 500,000   | 500,000   | 500,000   | 500,000   | 500,000   | 500,000    |
| Multi-Modal Active Trans | Randall Road Multi-Modal Corridor Study                        | Completed                                 | 2,161     | -         | -         | -         | -         | -          |
| Multi-Modal Active Trans | Randall Road Multi-Modal Corridor Study                        | Underway                                  | 537,103   | 400,000   | -         | -         | -         | -          |
| Multi-Modal Active Trans | Randall Road Multi-Modal Corridor Study                        | -                                         | -         | 250,000   | -         | -         | -         | -          |
| Multi-Modal Active Trans | Randall Road Multi-Modal Corridor Study                        | -                                         | -         | 250,000   | -         | -         | -         | -          |
| Multi-Modal Active Trans | Randall Road Multi-Modal Corridor Study                        | -                                         | -         | -         | 150,000   | -         | -         | -          |
| Multi-Modal Active Trans | Randall Road Multi-Modal Corridor Study                        | -                                         | -         | -         | 1,500,000 | -         | -         | -          |
| Multi-Modal Active Trans | Ride in Kane                                                   | Underway                                  | 11,862    | 15,000    | 15,000    | 15,000    | 15,000    | 15,000     |
| Multi-Modal Active Trans | Ride in Kane                                                   | Underway                                  | 1,485,000 | 1,485,000 | 1,485,000 | 1,485,000 | 1,485,000 | 1,485,000  |
|                          |                                                                |                                           | 2,552,931 | 3,274,327 | 5,333,000 | 2,000,000 | 2,000,000 | 2,000,000  |
| Preservation             | Allen Rd at Glen Oak Dr Culvert Improv                         | Required                                  | 208,845   | -         | -         | -         | -         | -          |
| Preservation             | Allen Rd Over Hampshire Creek Maintenance                      | Required                                  | 10,000    | 65,000    | -         | -         | -         | -          |
| Preservation             | Allen Rd Over Hampshire Creek Maintenance                      | Required                                  | -         | 10,000    | -         | -         | -         | -          |
| Preservation             | Annual Bridge Inspections                                      | Underway                                  | 366,508   | 525,000   | 550,000   | 600,000   | 600,000   | 600,000    |
| Preservation             | Appraisal Services                                             | Underway                                  | 100,000   | -         | -         | -         | -         | -          |
| Preservation             | Asset Management Plan                                          | Required                                  | 50,000    | 200,000   | 50,000    | -         | -         | -          |
| Preservation             | Big Timber Road over Tyler and Pingree Creeks (045-3323) Maint | Required                                  | -         | 5,000     | -         | -         | -         | -          |
| Preservation             | Big Timber Road over Tyler and Pingree Creeks (045-3323) Maint | Required                                  | -         | -         | 25,000    | -         | -         | -          |
| Preservation             | Big Timber Road over Tyler Creek Maintenance (045-3157)        | Required                                  | -         | 10,000    | -         | -         | -         | -          |
| Preservation             | Big Timber Road over Tyler Creek Maintenance (045-3157)        | Required                                  | -         | -         | 40,000    | -         | -         | -          |
| Preservation             | Bliss Road over Blackberry Creek Maintenance                   | Required                                  | -         | 5,000     | -         | -         | -         | -          |
| Preservation             | Bliss Road over Blackberry Creek Maintenance                   | Required                                  | -         | -         | 25,000    | -         | -         | -          |
| Preservation             | Bliss Road over I88 (045-9959) Deck Replacement                | Required                                  | -         | 500,000   | -         | -         | -         | -          |
| Preservation             | Bliss Road over I88 (045-9959) Deck Replacement                | Required                                  | -         | -         | 500,000   | -         | -         | -          |
| Preservation             | Bliss Road over I88 (045-9959) Deck Replacement                | Required                                  | -         | -         | -         | 500,000   | -         | -          |
| Preservation             | Bliss Road over I88 (045-9959) Deck Replacement                | Required                                  | -         | -         | -         | 5,000,000 | -         | -          |
| Preservation             | Bliss Road over I88 (045-9959) Deck Replacement                | Required                                  | -         | -         | 100,000   | -         | -         | -          |
| Preservation             | Bliss Road over Lake Run                                       | Completed                                 | 65,000    | -         | -         | -         | -         | -          |
| Preservation             | Bridge Monitoring                                              | Required                                  | 50,000    | 50,000    | 50,000    | 50,000    | 50,000    | 50,000     |
| Preservation             | Bridge Preservation                                            | Required                                  | 100,000   | 100,000   | 100,000   | 100,000   | 100,000   | 100,000    |
| Preservation             | Burlington Northern over Orchard Road (045-3152) Maintenance   | Required                                  | -         | 50,000    | -         | -         | -         | -          |
| Preservation             | Burlington Northern over Orchard Road (045-3152) Maintenance   | Required                                  | -         | -         | 200,000   | -         | -         | -          |
| Preservation             | Burlington Road over Ferson Creek                              | Completed                                 | 23,809    | -         | -         | -         | -         | -          |
| Preservation             | Burlington Road over Tributary to Ferson Creek - Maint         | Required                                  | -         | 200,000   | -         | -         | -         | -          |
| Preservation             | Burlington Road over Tributary to Ferson Creek - Maint         | Required                                  | -         | -         | 750,000   | -         | -         | -          |
| Preservation             | County Line Road over I-88 (045-9953)                          | Required                                  | -         | 500,000   | -         | -         | -         | -          |
| Preservation             | County Line Road over I-88 (045-9953)                          | Required                                  | -         | -         | -         | 500,000   | -         | -          |
| Preservation             | County Line Road over I-88 (045-9953)                          | Required                                  | -         | -         | -         | 5,000,000 | -         | -          |
| Preservation             | County Line Road over I-88 (045-9953)                          | Required                                  | -         | -         | 50,000    | -         | -         | -          |
| Preservation             | Culvert Lining                                                 | Required                                  | 50,000    | 50,000    | 50,000    | 50,000    | 50,000    | 50,000     |
| Preservation             | Culvert Lining                                                 | Required                                  | 225,000   | 225,000   | 225,000   | 225,000   | 225,000   | 225,000    |
| Preservation             | Dauberman Road over I-88 (045-9956)                            | Required                                  | -         | 500,000   | -         | -         | -         | -          |
| Preservation             | Dauberman Road over I-88 (045-9956)                            | Required                                  | -         | -         | 500,000   | -         | -         | -          |
| Preservation             | Dauberman Road over I-88 (045-9956)                            | Required                                  | -         | -         | -         | 500,000   | -         | -          |
| Preservation             | Dauberman Road over I-88 (045-9956)                            | Required                                  | -         | -         | -         | 5,000,000 | -         | -          |
| Preservation             | Dauberman Road over I-88 (045-9956)                            | Required                                  | -         | -         | 50,000    | -         | -         | -          |
| Preservation             | Dauberman Road over Welch Creek - Maintenance                  | Required                                  | -         | 15,000    | -         | -         | -         | -          |
| Preservation             | Dauberman Road over Welch Creek - Maintenance                  | Required                                  | 150,000   | -         | -         | -         | -         | -          |
| Preservation             | Dunham Road NB over CC&P Railroad                              | Completed                                 | 18,328    | -         | -         | -         | -         | -          |
| Preservation             | Dunham Road SB over CC&P Railroad                              | Completed                                 | 1,190     | -         | -         | -         | -         | -          |
| Preservation             | On-Call Phase 3 Engineering                                    | Underway                                  | 407,857   | -         | -         | -         | -         | -          |
| Preservation             | On-Call Land Title Insurance Services                          | Underway                                  | 50,000    | 35,000    | 35,000    | 35,000    | 35,000    | 35,000     |
| Preservation             | Engineering Assistance - Wenmoth at Main & Fabyan              | Underway                                  | 71,819    | 100,000   | -         | -         | -         | -          |
| Preservation             | Engineering Assistance                                         | Underway                                  | 377,248   | 175,000   | -         | -         | -         | -          |
| Preservation             | Engineering Assistance                                         | -                                         | 500,000   | 500,000   | 500,000   | 500,000   | 500,000   | 500,000    |
| Preservation             | Engineering Assistance                                         | Underway                                  | 37,714    | 50,000    | 50,000    | 50,000    | 50,000    | 50,000     |
| Preservation             | Engineering Assistance                                         | Underway                                  | 549,034   | -         | -         | -         | -         | -          |

Transportation Improvement Program  
FY2024 to FY2028 (MYP)

| Expenditures - Categories |                                                                  | Project Name - Description (light green) |                                             | Project Phase (funds appropriated - blue) |           | FY2024    | FY2025    | FY2026  | FY2027  | FY2028  | FY2029/MYP |
|---------------------------|------------------------------------------------------------------|------------------------------------------|---------------------------------------------|-------------------------------------------|-----------|-----------|-----------|---------|---------|---------|------------|
| Preservation              | Engineering Assistance                                           | Underway                                 | On-Call Phase 3 Environmental - CBBEL       | 33,809                                    | 100,000   | 100,000   | 100,000   | 100,000 | 100,000 | 100,000 | 100,000    |
| Preservation              | Engineering Assistance                                           | Underway                                 | On-Call Land Survey - HLR                   | 278,712                                   | 100,000   | 100,000   | 100,000   | 100,000 | 100,000 | 100,000 | 100,000    |
| Preservation              | Engineering Assistance                                           | Underway                                 | On-Call Material Testing Assistance - STATE | 83,561                                    | -         | -         | -         | -       | -       | -       | -          |
| Preservation              | Engineering Assistance                                           | Underway                                 | On-Call Material Testing Assistance - STATE | 150,000                                   | 150,000   | 150,000   | 150,000   | 150,000 | 150,000 | 150,000 | 150,000    |
| Preservation              | Engineering Assistance                                           | Required                                 | Design Engineering Services                 | 600,000                                   | 600,000   | 600,000   | 600,000   | 600,000 | 600,000 | 600,000 | 600,000    |
| Preservation              | Engineering Assistance                                           | Required                                 | Construction Engineering Services           | 250,000                                   | 250,000   | 250,000   | 250,000   | 250,000 | 250,000 | 250,000 | 250,000    |
| Preservation              | Engineering Assistance                                           | Required                                 | Traffic Operations Engineering Services     | 300,000                                   | 300,000   | 300,000   | 300,000   | 300,000 | 300,000 | 300,000 | 300,000    |
| Preservation              | Engineering Assistance                                           | Required                                 | Permit Engineering Services                 | 270,000                                   | 270,000   | 270,000   | 270,000   | 270,000 | 270,000 | 270,000 | 270,000    |
| Preservation              | Engineering Assistance                                           | Required                                 | On-Call Utility Permit Review Services      | 50,000                                    | 50,000    | 50,000    | 50,000    | 50,000  | 50,000  | 50,000  | 50,000     |
| Preservation              | Fabyan Parkway at Western Ave - Maintenance                      | Underway                                 | Road Construction                           | 3,511,108                                 | -         | -         | -         | -       | -       | -       | -          |
| Preservation              | Fabyan Parkway over Mill Creek Maintenance                       | Required                                 | Phase 2 Engineering                         | -                                         | 10,000    | -         | -         | -       | -       | -       | -          |
| Preservation              | Fabyan Parkway over Mill Creek Maintenance                       | Required                                 | Bridge Maintenance                          | -                                         | -         | 40,000    | -         | -       | -       | -       | -          |
| Preservation              | Fletcher Drive over Tyler Creek (045-3025) Maintenance           | Required                                 | Phase 2 Engineering                         | -                                         | 10,000    | -         | -         | -       | -       | -       | -          |
| Preservation              | Fletcher Drive over Tyler Creek (045-3025) Maintenance           | Required                                 | Bridge Maintenance                          | -                                         | -         | 80,000    | -         | -       | -       | -       | -          |
| Preservation              | French Road over Burlington Creek - Maint (045-3072)             | Required                                 | Phase 2 Engineering                         | -                                         | 10,000    | -         | -         | -       | -       | -       | -          |
| Preservation              | French Road over Burlington Creek - Maint (045-3072)             | Required                                 | Bridge Maintenance                          | -                                         | -         | 25,000    | -         | -       | -       | -       | -          |
| Preservation              | GIS Technologies                                                 | Underway                                 | Professional Services                       | 55,821                                    | 75,000    | 75,000    | 75,000    | 75,000  | 75,000  | 75,000  | 75,000     |
| Preservation              | Guardrail                                                        | Required                                 | Phase 2 Engineering                         | -                                         | 30,000    | -         | -         | 30,000  | -       | -       | -          |
| Preservation              | Guardrail                                                        | Required                                 | Road Construction                           | -                                         | -         | 300,000   | -         | -       | -       | -       | 300,000    |
| Preservation              | Guardrail - Hughes Road                                          | Required                                 | Road Construction                           | 302,022                                   | -         | -         | -         | -       | -       | -       | -          |
| Preservation              | Harmony Road over Trib to Hampshire Creek                        | Completed                                | Bridge Construction                         | 24,989                                    | -         | -         | -         | -       | -       | -       | -          |
| Preservation              | Harmony Road over Harmony Creek                                  | Completed                                | Bridge Construction                         | 91,650                                    | -         | -         | -         | -       | -       | -       | -          |
| Preservation              | Harmony Road over I-90 (045-9967)                                | Required                                 | Phase 2 Engineering                         | -                                         | 20,000    | -         | -         | -       | -       | -       | -          |
| Preservation              | Harmony Road over I-90 (045-9967)                                | Required                                 | Bridge Maintenance                          | -                                         | -         | 100,000   | -         | -       | -       | -       | -          |
| Preservation              | Harter Road over Welch Creek (045-3140) Maintenance              | Required                                 | Phase 2 Engineering                         | -                                         | 5,000     | -         | -         | -       | -       | -       | -          |
| Preservation              | Harter Road over Welch Creek (045-3140) Maintenance              | Required                                 | Bridge Maintenance                          | -                                         | -         | 75,000    | -         | -       | -       | -       | -          |
| Preservation              | Hughes Road over Blackberry Creek Maintenance                    | Required                                 | Phase 2 Engineering                         | 5,000                                     | -         | -         | -         | -       | -       | -       | -          |
| Preservation              | Hughes Road over Blackberry Creek Maintenance                    | Required                                 | Bridge Maintenance                          | 100,000                                   | 200,000   | -         | -         | -       | -       | -       | -          |
| Preservation              | Impact Fee Program                                               | Underway                                 | Ordinance Update                            | 37,044                                    | 150,000   | 150,000   | -         | -       | -       | -       | -          |
| Preservation              | Jericho Rd over Granart Culvert Improv                           | Underway                                 | Bridge Construction                         | 279,773                                   | -         | -         | -         | -       | -       | -       | -          |
| Preservation              | Jericho Rd ovr Big Rock Crk Maintenance                          | Required                                 | Bridge Maintenance                          | -                                         | 60,000    | -         | -         | -       | -       | -       | -          |
| Preservation              | Jericho Road over Blackberry Creek Maint (045-3190)              | Required                                 | Phase 2 Engineering                         | -                                         | 5,000     | -         | -         | -       | -       | -       | -          |
| Preservation              | Jericho Road over Blackberry Creek Maint (045-3190)              | Required                                 | Bridge Maintenance                          | -                                         | -         | 25,000    | -         | -       | -       | -       | -          |
| Preservation              | Keslinger Rd ov BlackberryCk Maintenance                         | Required                                 | Bridge Maintenance                          | -                                         | 50,000    | -         | -         | -       | -       | -       | -          |
| Preservation              | Keslinger Rd over Tributary to Mill Creek (045-3076) Maintenance | Required                                 | Phase 2 Engineering                         | -                                         | 5,000     | -         | -         | -       | -       | -       | -          |
| Preservation              | Keslinger Rd over Tributary to Mill Creek (045-3076) Maintenance | Required                                 | Bridge Maintenance                          | -                                         | -         | 25,000    | -         | -       | -       | -       | -          |
| Preservation              | Keslinger Rd ovr Mill Creek Maintenance                          | Required                                 | Phase 2 Engineering                         | 10,000                                    | -         | -         | -         | -       | -       | -       | -          |
| Preservation              | Keslinger Rd ovr Mill Creek Maintenance                          | Required                                 | Bridge Maintenance                          | -                                         | 50,000    | -         | -         | -       | -       | -       | -          |
| Preservation              | Kirk Road over UPRR - Maintenance                                | Required                                 | Bridge Maintenance                          | 200,000                                   | 200,000   | -         | -         | -       | -       | -       | -          |
| Preservation              | Kirk Road Over Union Pacific RR                                  | Underway                                 | Phase 2 Engineering                         | 383,771                                   | -         | -         | -         | -       | -       | -       | -          |
| Preservation              | Kirk Road Over Union Pacific RR                                  | Underway                                 | Review - UPRR                               | 110,535                                   | -         | -         | -         | -       | -       | -       | -          |
| Preservation              | Kirk Road Over Union Pacific RR                                  | Required                                 | Phase 3 Engineering                         | -                                         | 1,500,000 | 1,500,000 | -         | -       | -       | -       | -          |
| Preservation              | Kirk Road Over Union Pacific RR                                  | Required                                 | Bridge Construction                         | -                                         | 3,000,000 | 3,000,000 | -         | -       | -       | -       | -          |
| Preservation              | Kirk Road Over Union Pacific RR                                  | Required                                 | Right-of-Way                                | 375,000                                   | -         | -         | -         | -       | -       | -       | -          |
| Preservation              | LaFox Road over Bike Path (Campton Hills) - Maintenance          | Required                                 | Phase 2 Engineering                         | -                                         | 25,000    | -         | -         | -       | -       | -       | -          |
| Preservation              | LaFox Road over Bike Path (Campton Hills) - Maintenance          | Required                                 | Bridge Maintenance                          | -                                         | -         | 200,000   | -         | -       | -       | -       | -          |
| Preservation              | LaFox Rd over Mill Creek (South Crossing) Maint                  | Required                                 | Phase 2 Engineering                         | -                                         | 5,000     | -         | -         | -       | -       | -       | -          |
| Preservation              | LaFox Rd over Mill Creek (South Crossing) Maint                  | Required                                 | Bridge Maintenance                          | -                                         | -         | 15,000    | -         | -       | -       | -       | -          |
| Preservation              | LaFox Road over Mill Creek - Maint North (045-5010)              | Required                                 | Phase 2 Engineering                         | -                                         | 25,000    | -         | -         | -       | -       | -       | -          |
| Preservation              | LaFox Road over Mill Creek - Maint North (045-5010)              | Required                                 | Bridge Maintenance                          | -                                         | -         | 100,000   | -         | -       | -       | -       | -          |
| Preservation              | LaFox Road over Mill Creek (north crossing) (045-5008) Maint     | Required                                 | Phase 2 Engineering                         | -                                         | -         | 40,000    | -         | -       | -       | -       | -          |
| Preservation              | LaFox Road over Mill Creek (north crossing) (045-5008) Maint     | Required                                 | Bridge Maintenance                          | -                                         | -         | -         | 200,000   | -       | -       | -       | -          |
| Preservation              | Main Street over Big Rock Creek (045-3004) Maintenance           | Required                                 | Phase 2 Engineering                         | -                                         | 25,000    | -         | -         | -       | -       | -       | -          |
| Preservation              | Main Street over Big Rock Creek (045-3004) Maintenance           | Required                                 | Bridge Maintenance                          | -                                         | -         | 100,000   | -         | -       | -       | -       | -          |
| Preservation              | Main Street Over Blackberry Creek at IL 47                       | Completed                                | Bridge Construction                         | 182,706                                   | -         | -         | -         | -       | -       | -       | -          |
| Preservation              | Main Street over I-88 (045-0083) Deck Replacement                | Required                                 | Phase 2 Engineering                         | -                                         | 500,000   | -         | -         | -       | -       | -       | -          |
| Preservation              | Main Street over I-88 (045-0083) Deck Replacement                | Required                                 | Phase 3 Engineering                         | -                                         | -         | 500,000   | -         | -       | -       | -       | -          |
| Preservation              | Main Street over I-88 (045-0083) Deck Replacement                | Required                                 | Bridge Maintenance                          | -                                         | -         | 5,000,000 | -         | -       | -       | -       | -          |
| Preservation              | Main Street over I-88 (045-0083) Deck Replacement                | Required                                 | Right-of-Way                                | -                                         | -         | 200,000   | -         | -       | -       | -       | -          |
| Preservation              | Main Street Over Welch Creek (045-3005) Replacement              | Required                                 | Phase 1 Engineering                         | -                                         | 130,000   | -         | -         | -       | -       | -       | -          |
| Preservation              | Main Street Over Welch Creek (045-3005) Replacement              | Required                                 | Phase 2 Engineering                         | -                                         | -         | 130,000   | -         | -       | -       | -       | -          |
| Preservation              | Main Street Over Welch Creek (045-3005) Replacement              | Required                                 | Phase 3 Engineering                         | -                                         | -         | -         | 130,000   | -       | -       | -       | -          |
| Preservation              | Main Street Over Welch Creek (045-3005) Replacement              | Required                                 | Bridge Construction                         | -                                         | -         | -         | 1,300,000 | -       | -       | -       | -          |
| Preservation              | Main Street Over Welch Creek (045-3005) Replacement              | Required                                 | Right-of-Way                                | -                                         | -         | 50,000    | -         | -       | -       | -       | -          |

Transportation Improvement Program  
FY2024 to FY2028 (MYP)

| Expenditures -<br>Categories | Project Name - Description (light green)                    | Project Phase (funds appropriated - blue) | FY2024    | FY2025    | FY2026    | FY2027    | FY2028    | FY2029/MYP |
|------------------------------|-------------------------------------------------------------|-------------------------------------------|-----------|-----------|-----------|-----------|-----------|------------|
| Preservation                 | Main Street over Mill Creek Maintenance                     | Required                                  |           | 15,000    | -         | -         | -         | -          |
| Preservation                 | Main Street over Mill Creek Maintenance                     | Required                                  | 150,000   | -         | -         | -         | -         | -          |
| Preservation                 | Meredith Road over Union Ditch 3 (045-3141) Maint           | Required                                  | -         | 25,000    | -         | -         | -         | -          |
| Preservation                 | Meredith Road over Union Ditch 3 (045-3141) Maint           | Required                                  | -         | -         | 150,000   | -         | -         | -          |
| Preservation                 | Orchard Road Fence Repair                                   | Required                                  | -         | -         | 1,000,000 | -         | -         | -          |
| Preservation                 | Orchard Rd - Indian Trail to Jericho                        | Completed                                 | 123,409   | -         | -         | -         | -         | -          |
| Preservation                 | Orchard Road over I-88 (045-3121) Maint                     | Required                                  | -         | 30,000    | -         | -         | -         | -          |
| Preservation                 | Orchard Road over I-88 (045-3121) Maint                     | Required                                  | -         | -         | 200,000   | -         | -         | -          |
| Preservation                 | Pavement Management System                                  | Required                                  | -         | 250,000   | -         | -         | 300,000   | -          |
| Preservation                 | Pavement Marking                                            | Required                                  | 800,000   | 800,000   | 800,000   | 800,000   | 800,000   | 800,000    |
| Preservation                 | Pavement Marking                                            | Required                                  | -         | 150,000   | 150,000   | 150,000   | 150,000   | 150,000    |
| Preservation                 | Pavement Marking                                            | Required                                  | 800,000   | 600,000   | 600,000   | 600,000   | 600,000   | 600,000    |
| Preservation                 | Pavement Preservation                                       | Underway                                  | 762,463   | 775,000   | 800,000   | 825,000   | 850,000   | 875,000    |
| Preservation                 | Pavement Preservation - Cracksealing 2023                   | Completed                                 | 78,914    | -         | -         | -         | -         | -          |
| Preservation                 | Pavement Preservation - Cracksealing 2024                   | Underway                                  | 264,634   | 625,000   | 625,000   | 625,000   | 625,000   | 625,000    |
| Preservation                 | Pavement Resurfacing - 2023                                 | Completed                                 | 1,245,794 | -         | -         | -         | -         | -          |
| Preservation                 | Pavement Resurfacing                                        | Underway                                  | 6,188,888 | 6,000,000 | 6,000,000 | 6,000,000 | 6,000,000 | 6,000,000  |
| Preservation                 | Pavement Resurfacing                                        | Underway                                  | 300,000   | 2,000,000 | 2,000,000 | 2,000,000 | 2,000,000 | 2,000,000  |
| Preservation                 | Peck & Keslinger Rd ovr UPRR Maintenance                    | Required                                  | -         | 25,000    | -         | -         | -         | -          |
| Preservation                 | Peck & Keslinger Rd ovr UPRR Maintenance                    | Required                                  | 250,000   | -         | -         | -         | -         | -          |
| Preservation                 | Peplow Over Virgil Ditch #3 (045-3002) Replacement          | Required                                  | -         | 300,000   | -         | -         | -         | -          |
| Preservation                 | Peplow Over Virgil Ditch #3 (045-3002) Replacement          | Required                                  | -         | -         | 300,000   | -         | -         | -          |
| Preservation                 | Peplow Over Virgil Ditch #3 (045-3002) Replacement          | Required                                  | -         | -         | -         | 300,000   | -         | -          |
| Preservation                 | Peplow Over Virgil Ditch #3 (045-3002) Replacement          | Required                                  | -         | -         | -         | 3,000,000 | -         | -          |
| Preservation                 | Peplow Over Virgil Ditch #3 (045-3002) Replacement          | Required                                  | -         | -         | 50,000    | -         | -         | -          |
| Preservation                 | Peplow Road over Trib Virgil Ditch No. 3 - Maint (045-5543) | Required                                  | -         | 5,000     | -         | -         | -         | -          |
| Preservation                 | Peplow Road over Trib Virgil Ditch No. 3 - Maint (045-5543) | Required                                  | -         | -         | 20,000    | -         | -         | -          |
| Preservation                 | Plank Road over Pingree Creek (045-3155) Maint              | Required                                  | -         | 10,000    | -         | -         | -         | -          |
| Preservation                 | Plank Road over Pingree Creek (045-3155) Maint              | Required                                  | -         | -         | 50,000    | -         | -         | -          |
| Preservation                 | Planning                                                    | -                                         | 125,000   | 125,000   | 125,000   | 125,000   | 125,000   | 125,000    |
| Preservation                 | Projects Funded by CMAQ                                     | -                                         | -         | -         | -         | -         | -         | -          |
| Preservation                 | Ramm Road over Virgil #3 (045-3041) Replacement             | Required                                  | -         | -         | 300,000   | -         | -         | -          |
| Preservation                 | Ramm Road over Virgil #3 (045-3041) Replacement             | Required                                  | -         | -         | -         | 300,000   | -         | -          |
| Preservation                 | Ramm Road over Virgil #3 (045-3041) Replacement             | Required                                  | -         | -         | -         | -         | 300,000   | -          |
| Preservation                 | Ramm Road over Virgil #3 (045-3041) Replacement             | Required                                  | -         | -         | -         | -         | 3,000,000 | -          |
| Preservation                 | Ramm Road over Virgil #3 (045-3041) Replacement             | Required                                  | -         | -         | 75,000    | 75,000    | -         | -          |
| Preservation                 | Ramm Road over Virgil #3 Maint                              | Required                                  | -         | 100,000   | -         | -         | -         | -          |
| Preservation                 | Randall Road over US20 (045-0060) Maint                     | Required                                  | -         | 20,000    | -         | -         | -         | -          |
| Preservation                 | Randall Road over US20 (045-0060) Maint                     | Required                                  | -         | -         | 200,000   | -         | -         | -          |
| Preservation                 | Randall Road over Ferson Creek (045-3027) Maintenance       | Required                                  | -         | 20,000    | -         | -         | -         | -          |
| Preservation                 | Randall Road over Ferson Creek (045-3027) Maintenance       | Required                                  | -         | -         | 200,000   | -         | -         | -          |
| Preservation                 | Randall Road over I90 (045-9909) Maintenance                | Required                                  | -         | 30,000    | -         | -         | -         | -          |
| Preservation                 | Randall Road over I90 (045-9909) Maintenance                | Required                                  | -         | -         | -         | 30,000    | -         | -          |
| Preservation                 | Randall Road over I90 (045-9909) Maintenance                | Required                                  | -         | -         | -         | 300,000   | -         | -          |
| Preservation                 | Randall Road over Mill Creek (045-3029) Maint               | Required                                  | -         | 30,000    | -         | -         | -         | -          |
| Preservation                 | Randall Road over Mill Creek (045-3029) Maint               | Required                                  | -         | -         | 30,000    | -         | -         | -          |
| Preservation                 | Randall Road over Mill Creek (045-3029) Maint               | Required                                  | -         | -         | 300,000   | -         | -         | -          |
| Preservation                 | Randall Road over Tyler Creek UPRR Maint                    | Required                                  | 8,000     | -         | -         | -         | -         | -          |
| Preservation                 | Randall Road over Tyler Creek UPRR Maint                    | Required                                  | -         | 8,000     | -         | -         | -         | -          |
| Preservation                 | Randall Road over Tyler Creek UPRR Maint                    | Required                                  | -         | 100,000   | -         | -         | -         | -          |
| Preservation                 | Randall Road over UPRR (045-3028) Deck Replacement          | Required                                  | -         | -         | -         | 800,000   | -         | -          |
| Preservation                 | Randall Road over UPRR (045-3028) Deck Replacement          | Required                                  | -         | -         | -         | -         | -         | 800,000    |
| Preservation                 | Randall Road over UPRR (045-3028) Deck Replacement          | Required                                  | -         | -         | -         | -         | -         | 8,000,000  |
| Preservation                 | Randall Road over UPRR (045-3028) Deck Replacement          | Required                                  | -         | -         | -         | 200,000   | -         | -          |
| Preservation                 | Randall Road over UPRR Maint                                | Required                                  | -         | 20,000    | -         | -         | -         | -          |
| Preservation                 | Randall Road over UPRR Maint                                | Required                                  | -         | -         | 20,000    | -         | -         | -          |
| Preservation                 | Randall Road over UPRR Maint                                | Required                                  | -         | -         | 200,000   | -         | -         | -          |
| Preservation                 | Safety Enhancements                                         | -                                         | 250,000   | 250,000   | 250,000   | 250,000   | 250,000   | 250,000    |
| Preservation                 | Scott Road over Welch Creek - Maint (045-3146)              | Required                                  | 5,000     | -         | -         | -         | -         | -          |
| Preservation                 | Scott Road over Welch Creek - Maint (045-3146)              | Required                                  | -         | 25,000    | -         | -         | -         | -          |



Transportation Improvement Program  
FY2024 to FY2028 (MYP)

Expenditures -

| Categories      | Project Name - Description (light green)                             | Project Phase (funds appropriated - blue) | FY2024                                       | FY2025     | FY2026     | FY2027     | FY2028     | FY2029/MYP |
|-----------------|----------------------------------------------------------------------|-------------------------------------------|----------------------------------------------|------------|------------|------------|------------|------------|
| Preservation    | Stearns Bridge Corridor - FPDKC payment to transfer mitigation sites | Required                                  | Construction                                 | 1,000,000  | -          | -          | -          | -          |
| Preservation    | Stearns Road over Fox River Maintenance                              | Underway                                  | Bridge Maintenance                           | 63,588     | -          | -          | -          | -          |
| Preservation    | Stearns Road over the Fox River (045-3166)                           | Required                                  | Phase 2 Engineering                          | -          | 10,000     | -          | -          | -          |
| Preservation    | Stearns Road over the Fox River (045-3166)                           | Required                                  | Bridge Maintenance                           | -          | -          | 50,000     | -          | -          |
| Preservation    | Stearns Road EB over N. Arm of Brewster Creek (045-3167)             | Required                                  | Phase 2 Engineering                          | -          | 5,000      | -          | -          | -          |
| Preservation    | Stearns Road EB over N. Arm of Brewster Creek (045-3167)             | Required                                  | Bridge Maintenance                           | -          | -          | 25,000     | -          | -          |
| Preservation    | Stearns Road WB over Trib of Brewster Creek (045-3165) Maint         | Required                                  | Phase 2 Engineering                          | -          | 5,000      | -          | -          | -          |
| Preservation    | Stearns Road WB over Trib of Brewster Creek (045-3165) Maint         | Required                                  | Bridge Maintenance                           | -          | -          | 25,000     | -          | -          |
| Preservation    | Structural Services - 2017                                           | Completed                                 | Phase 3 Engineering                          | 14,759     | -          | -          | -          | -          |
| Preservation    | Structural Services - 2020                                           | Completed                                 | Engineering Services                         | 19,438     | -          | -          | -          | -          |
| Preservation    | Structure Inspections - 2021                                         | Completed                                 | Bridge Inspection                            | 71,258     | -          | -          | -          | -          |
| Preservation    | Structure Inspections - 2022                                         | Completed                                 | Bridge Inspection                            | 31,964     | -          | -          | -          | -          |
| Preservation    | Structure Inspections - 2024                                         | Underway                                  | Bridge Inspection                            | 478,376    | -          | -          | -          | -          |
| Preservation    | Tanner Road over Lake Run Creek Maint                                | Required                                  | Phase 2 Engineering                          | -          | 5,000      | -          | -          | -          |
| Preservation    | Tanner Road over Lake Run Creek Maint                                | Required                                  | Bridge Maintenance                           | -          | -          | 25,000     | -          | -          |
| Preservation    | Traffic Engineering Assistance                                       | Underway                                  | Miovision Traffic Count Services             | 15,000     | 15,000     | 15,000     | 15,000     | 15,000     |
| Preservation    | Traffic Engineering Assistance                                       | Underway                                  | On-Call Traffic Safety                       | 75,493     | 150,000    | 125,000    | 125,000    | 150,000    |
| Preservation    | Traffic Engineering Assistance                                       | -                                         | Traffic Data Collection                      | 150,000    | 150,000    | 150,000    | 150,000    | 150,000    |
| Preservation    | Traffic Signal & Light Maintenance                                   | -                                         | Beacon/LED                                   | 45,000     | 45,000     | 45,000     | 45,000     | 45,000     |
| Preservation    | Traffic Signal & Light Maintenance                                   | Underway                                  | Traffic Signal Maintenance                   | 1,688,387  | 1,750,000  | 1,750,000  | 1,750,000  | 1,750,000  |
| Preservation    | Traffic Signal and Roadway Lighting Equipment                        | Underway                                  | Road Construction                            | 250,000    | 250,000    | 250,000    | 250,000    | 250,000    |
| Preservation    | Traffic Signal Operation Management Services (TSOM)                  | Underway                                  | Traffic Signal Operation Management Services | 229,184    | 245,000    | 245,000    | 245,000    | 245,000    |
| Preservation    | Network Operations & Management (NOM)                                | Underway                                  | Network Operations & Management              | 170,053    | 175,000    | 175,000    | 175,000    | 175,000    |
| Preservation    | Tyrrell Road over I-90 (045-9906)                                    | Required                                  | Phase 2 Engineering                          | -          | 5,000      | -          | -          | -          |
| Preservation    | Tyrrell Road over I-90 (045-9906)                                    | Required                                  | Bridge Maintenance                           | -          | -          | 40,000     | -          | -          |
| Preservation    | Walker Road over Burlington Creek Maint                              | Required                                  | Phase 2 Engineering                          | 5,000      | -          | -          | -          | -          |
| Preservation    | Walker Road over Burlington Creek Maint                              | Required                                  | Bridge Maintenance                           | -          | 20,000     | -          | -          | -          |
| Preservation    | West County Line Road over Young's Creek - Maint                     | Required                                  | Phase 2 Engineering                          | 10,000     | -          | -          | -          | -          |
| Preservation    | West County Line Road over Young's Creek - Maint                     | Required                                  | Bridge Maintenance                           | -          | 80,000     | -          | -          | -          |
| Preservation    | West County Line Road over Young's Creek (045-3001) Replacement      | Required                                  | Phase 1 Engineering                          | -          | 200,000    | -          | -          | -          |
| Preservation    | West County Line Road over Young's Creek (045-3001) Replacement      | Required                                  | Phase 2 Engineering                          | -          | -          | -          | 205,000    | -          |
| Preservation    | West County Line Road over Young's Creek (045-3001) Replacement      | Required                                  | Phase 3 Engineering                          | -          | -          | -          | -          | 200,000    |
| Preservation    | West County Line Road over Young's Creek (045-3001) Replacement      | Required                                  | Bridge Construction                          | -          | -          | -          | -          | 2,000,000  |
| Preservation    | West County Line Road over Young's Creek (045-3001) Replacement      | Required                                  | Right-of-Way                                 | -          | -          | -          | 80,000     | -          |
|                 |                                                                      |                                           |                                              | 26,767,456 | 27,228,000 | 34,765,000 | 41,055,000 | 23,515,000 |
| Toll Operations | Longmeadow Pkwy - Debt Collection - Duncan                           | Underway                                  | Consulting Services                          | 200,000    | -          | -          | -          | -          |
| Toll Operations | Longmeadow (C-4) Toll Facility Back Office Services (ETC)            | Underway                                  | Phase 2 Engineering                          | 454,000    | -          | -          | -          | -          |
| Toll Operations | Longmeadow Pkwy (C-4) - Stantec                                      | Underway                                  | Phase 2 Engineering                          | 75,000     | -          | -          | -          | -          |
| Toll Operations | Longmeadow Pkwy (C-4) - Toll Collection Services (A-to-Be)           | Underway                                  | Phase 2 Engineering                          | 621,000    | -          | -          | -          | -          |
| Toll Operations | Longmeadow Pkwy (C-4) - Toll Collection Services (A-to-Be)           | Underway                                  | Specialized Equipment                        | 100,251    | -          | -          | -          | -          |
| Toll Operations | Longmeadow Pkwy E-ZPass Membership                                   | Underway                                  | Consulting Services                          | 3,750      | -          | -          | -          | -          |
|                 |                                                                      |                                           |                                              | 1,454,001  | -          | -          | -          | -          |

Fiscal Year Total Estimated Costs \$ 63,265,027 \$ 68,318,739 \$ 80,832,143 \$ 74,984,662 \$ 80,414,842 \$ 154,455,000

Total 5-Year FY2024-2028 Estimated Project Costs = \$ 367,815,413

Total 5-Year plus Multi-Year FY2024-02029/MYP Estimated Project Costs = \$ 522,270,413

STATE OF ILLINOIS )  
                                          SS.  
COUNTY OF KANE )

**RESOLUTION NO. 24-264**

**APPROVING A CONTRACT FOR CONSTRUCTION WITH PREFORM  
TRAFFIC CONTROL SYSTEMS, LTD. OF ELK GROVE VILLAGE, ILLINOIS  
FOR 2024 KANE COUNTY PAINT PAVEMENT MARKING PROGRAM, KANE  
COUNTY SECTION NO. 24-00000-03-GM**

WHEREAS, the Kane County Division of Transportation has solicited and received bids for the work described as:

KANE COUNTY SECTION NO. 24-00000-03-GM  
2024 PAVEMENT PAINT MARKING PROGRAM  
(hereinafter the "Project")

WHEREAS, the lowest responsible bidder for the Project is:

PREFORM TRAFFIC CONTROL SYSTEMS, LTD. OF  
ELK GROVE VILLAGE, ILLINOIS  
with a low bid of  
\$808,981.93

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that a contract for the Project described hereinabove shall be awarded to the lowest responsible bidder, Preform Traffic Control Systems, Ltd. of Elk Grove Village, Illinois, in the amount as indicated hereinabove and that the County Board Chairman is hereby authorized and directed to execute a contract and contractor's bond therefor.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that there is hereby appropriated Eight Hundred Eight Thousand Nine Hundred Eighty One and 93/100 Dollars (\$808,981.93) from Local Option Fund #304, Line Item #52070 (Repairs and Maintenance - Pavement Marking) to pay for the project.

*Line Item: 304.520.524.52070*

*Line Item Description: Repairs and Maintenance - Pavement Marking*

*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 June 11, 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 Contract for Construction with Preform Traffic Control Systems, Ltd. of Elk Grove Village, Illinois for 2024 Kane County Paint Pavement Marking Program, Kane County Section No. 24-00000-03-GM

### **Committee Flow:**

Transportation Committee, Executive Committee, County Board

### **Contact:**

Steve Coffinbargar, 630.406.7170

### **Budget Information:**

|                                              |                                    |
|----------------------------------------------|------------------------------------|
| Was this item budgeted? Yes                  | Appropriation Amount: \$808,981.93 |
| If not budgeted, explain funding source: N/A |                                    |

### **Summary:**

On April 2<sup>nd</sup>, 2024, one bid was opened at Kane County Division of Transportation for the above-mentioned project which will place water borne paint on various roads throughout the County to increase driver safety. The work will involve painting center, edge, arrow and message lines on the roads as well as proper traffic control.

The lowest qualified bid of \$808,981.93 was submitted by Preform Traffic Control Systems, Ltd. of Elk Grove Village, Illinois. Preform Traffic Control Systems, Ltd. is IDOT prequalified in Pavement Markings (Paint) (027A) as required in the contract specifications.

Kane County Division of Transportation staff reviewed the bid submitted to determine compliance with the Kane County Ordinance. After review of the bid, it was determined that the bid submitted did not meet all guidelines set forth within the Responsible Bidder Ordinance (RBO) provisions of the Kane County Purchasing Ordinance. Consistent with the terms of the RBO, the bid was then reviewed for compliance with the remaining sections of the Kane County Purchasing Ordinance. After completing this review, KDOT is recommending approval the low bidder Preform Traffic Control Systems, Ltd.

This project has an anticipated completion date of September 20, 2024, weather permitting and is funded with local funds.

Staff recommends approval.



# preform traffic control systems, ltd.

625 Richard Lane • Elk Grove, IL 60007 • Phone (847) 718-0041 • Fax (847) 718-0049

Date: April 2, 2024

To: Kane County Government Center  
Purchasing Department, Bldg A  
719 S. Batavia Ave.  
Geneva, Illinois 60134  
Email: purchasing@countyofkane.org

Kane County Division of Transportation  
41W011 Burlington Road  
St. Charles, Illinois 60175  
Email: kdotcomments@co.kane.il.us

From: Preform Traffic Control Systems, Ltd.  
Graham Schwartz, President

Re: **CONTRACTOR DISCLOSURE ACKNOWLEDGEMENT**

Pursuant to the Kane County Contractor Disclosure Requirements, Preform's President, Graham Schwartz, states the following under oath:

1. Preform, its owners and officers have not made any campaign contributions to any Kane County current officer or countywide elected official within the previous twelve (12) months;
2. A. The owner of Preform is as follows:  
Graham Schwartz    807 S. Albert St., Mt. Prospect, IL 60056    100%
- B. Preform does not employ or retain any lobbyist, agent or representative. Graham Schwartz, Preform's President, will be the only individual who will be acting on Preform's behalf with respect to the any contract with Kane County;
- C. None of the interest disclosed in subsection A. above are held by an agent or a nominee; and
- D. Preform 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.

Graham Schwartz  
President

SUBSCRIBED AND SWORN BEFORE ME  
THIS 2ND DAY OF APRIL 2024.

NOTARY PUBLIC





# preform traffic control systems, ltd.

625 Richard Lane • Elk Grove, IL 60007 • Phone (847) 718-0041 • Fax (847) 718-0049

## FAMILIAL RELATIONSHIP DISCLOSURE

As of April 2, 2024, Preform Traffic Control Systems, 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.

Graham Schwartz

April 2, 2024

Officer

Date

President

Title

Subscribed & Sworn this 2nd day of April, 2024

Notary Public



## Bid Result Publication Revision

Publication Type

Unofficial Results

### Preform Traffic Control Systems, Ltd.

**Organization Name** Preform Traffic Control Systems, Ltd.  
**Bid Amount** \$808,981.93  
**Line Items** Full  
**Bid Rank** 1  
**Address**  
625 Richard Lane  
Elk Grove Village Illinois  
60007 United States

**APPARENT LOW BIDDER**

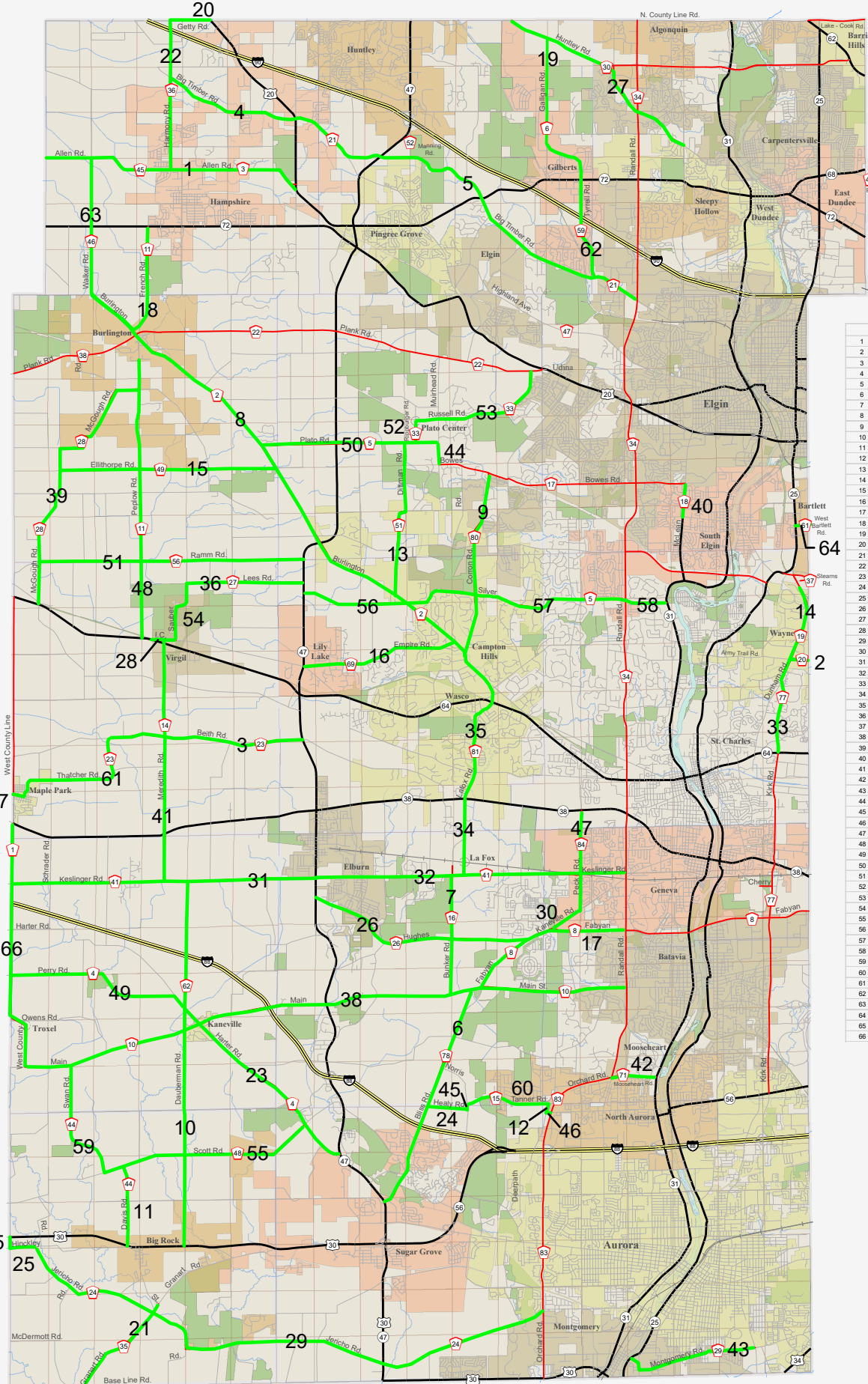
### Bid Results Email

Email Attachment(s)

| File     | Size | Uploaded Date | Language |
|----------|------|---------------|----------|
| No Files |      |               |          |

### Additional Recipients

Include notification issuer as an additional recipient No

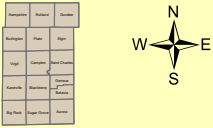
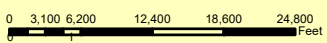


| LOCATION | FROM                     | TO                            |
|----------|--------------------------|-------------------------------|
| 1        | Allen Road               | DeKalb County Line            |
| 2        | Army Trail Road          | Dunham Road                   |
| 3        | Beith Road               | Thatcher Road                 |
| 4        | Big Timber Road          | Harmony Road                  |
| 5        | Big Timber Road          | Illinois Route 47             |
| 6        | Bliss Road               | Illinois Route 47             |
| 7        | Bunker Road              | Main Street                   |
| 8        | Burlington Road          | Walker Road                   |
| 9        | Coron Road               | Burlington Road               |
| 10       | Dauberman Road           | U.S. Route 30                 |
| 11       | Davis Road               | Scott Road                    |
| 12       | Deepath Road             | Tanner Road                   |
| 13       | Diltman Road             | Burlington Road               |
| 14       | Dunham Road              | Kirk Road                     |
| 15       | Ellithorpe Road          | McCough Road                  |
| 16       | Empire Road              | Illinois Route 47             |
| 17       | Fabyan Parkway           | Main Street                   |
| 18       | French Road              | Burlington Road               |
| 19       | Galligan Road            | 555 feet south of Binnie Road |
| 20       | Getty Road               | Harmony Road                  |
| 21       | Granat Road              | Kendall County Line           |
| 22       | Harmony                  | Allen Road                    |
| 23       | Harter Road              | Dauberman Road                |
| 24       | Healy Road               | Bliss Road                    |
| 25       | Hinckley Road            | West County Line Road         |
| 26       | Hughes Road              | Empire Road                   |
| 27       | Huntley Road             | McHenry County Line           |
| 28       | I.C. Trail               | Illinois Route 64             |
| 29       | Jericho Road             | Hinckley Road                 |
| 30       | Kaneville Road           | Fabyan Parkway                |
| 31       | Keslinger Road           | West County Line Road         |
| 32       | Keslinger Road           | Illinois Route 47             |
| 33       | Kirk Road                | Illinois Route 64             |
| 34       | LaFox Road               | Keslinger Road                |
| 35       | LaFox Road               | Illinois Route 38             |
| 36       | Lees Road                | Illinois Route 47             |
| 37       | Main Street (Maple Park) | West County Line Road         |
| 38       | Main Street Road         | West County Line Road         |
| 39       | McCough Road             | Illinois Route 64             |
| 40       | McLean Boulevard         | Spring Street                 |
| 41       | Meredith Road            | Keslinger Road                |
| 42       | Mooseheart Road          | Randall Road                  |
| 43       | Montgomery Road          | Illinois Route 25             |
| 44       | Murhead Road             | Plato Road                    |
| 45       | Norris Road              | Deerpath Road                 |
| 46       | Oak Street               | Oak Street                    |
| 47       | Peck Road                | Kaneville Road                |
| 48       | Perry Road               | Illinois Route 64             |
| 49       | Perry Road               | West County Line Road         |
| 50       | Plato Road               | Burlington Road               |
| 51       | Ramm Road                | McCough Road                  |
| 52       | Rippburger Road          | Plato Road                    |
| 53       | Russell Road             | Rippburger Road               |
| 54       | Saubler Road             | I.C. Trail                    |
| 55       | Scott Road               | Illinois Route 47             |
| 56       | Silver Glen Road         | Illinois Route 64             |
| 57       | Silver Glen Road         | Coron Rd                      |
| 58       | Silver Glen Road         | Randall Road                  |
| 59       | Swan Road                | Scott Road                    |
| 60       | Tanner Road              | Norris Road                   |
| 61       | Thatcher Road            | Main Street                   |
| 62       | Tyrrell Road             | Big Timber Road               |
| 63       | Walker Road              | French Road                   |
| 64       | West Bartlett Line       | Illinois Route 25             |
| 65       | West County Line Road    | Hinckley Road                 |
| 66       | West County Line Road    | Main Street                   |

### Legend

- Interstates
- US Roads
- State Roads
- County Roads
- Other Roads
- Rail Roads
- County Boundary
- Township Boundary
- Fox River
- Forest Preserves
- Municipalities

# Section 24-00000-02-GM 2024 Kane County Paint Striping







NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that a contract for the Project described hereinabove shall be awarded to the lowest responsible bidder, Preform Traffic Control Systems, Ltd., in the amount as indicated hereinabove and that the County Board Chairman is hereby authorized and directed to execute a contract and contractor's bond therefor.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the appropriation of \$35,000.00 be paid from the Township Motor Fuel Tax Fund to Preform Traffic Control Systems, Ltd. for the work described in the Request for Expenditure/Authorization of Motor Fuel Tax Funds (BLR-14222) executed by the Kane County Engineer and the Township Highway Commissioner of the Sugar Grove Township Road District, and approved by the Illinois Department of Transportation.

Passed by the Kane County Board on June 11, 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 Sugar Grove Township Utilization of the 2024 Kane County Paint Pavement Marking Contract with Preform Traffic Control Systems, Ltd. of Elk Grove Village, Illinois for the 2024 Sugar Grove Township Maintenance, Section No. 24-15000-02-GM

### **Committee Flow:**

Transportation Committee, Executive Committee, County Board

### **Contact:**

Steve Coffinbargar, 630.406.7170

### **Budget Information:**

|                                              |                                   |
|----------------------------------------------|-----------------------------------|
| Was this item budgeted? Yes                  | Appropriation Amount: \$35,000.00 |
| If not budgeted, explain funding source: N/A |                                   |

### **Summary:**

On April 2<sup>nd</sup>, 2024, one bid was opened at Kane County Division of Transportation for the 2024 Kane County Paint Pavement Marking Program with Preform Traffic Control was the winning bidder. The project will place water borne paint on various roads throughout the County to increase driver safety. The work will involve painting center, edge, arrow and message lines on the roads as well as proper traffic control. Per the County contract with Preform, the Contractor agrees to extend the bid prices to local agencies and townships for work within their jurisdiction.

Sugar Grove Township will use Preform Traffic Control to install paint pavement markings on their newly resurfaced roads utilizing Motor Fuel Tax Funds in an amount not to exceed \$35,000. Preform shall honor all contract unit prices as as provided in the County contract.

Staff recommends approval.



Passed by the Kane County Board on June 11, 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 Contract for Construction with Martam Construction, Inc. of Elgin, Illinois for Hughes Road Culvert Improvement and Guardrail Replacement Project, Kane County Section No. 23-00569-00-GR

### **Committee Flow:**

Transportation Committee, Executive Committee, County Board

### **Contact:**

Steve Coffinbargar, 630.406.7170

### **Budget Information:**

|                                              |                                    |
|----------------------------------------------|------------------------------------|
| Was this item budgeted? Yes                  | Appropriation Amount: \$271,183.44 |
| If not budgeted, explain funding source: N/A |                                    |

### **Summary:**

On April 30, 2024, two bids were opened at KDOT for the above-mentioned project to perform culvert repair on Hughes Road in Kane County. Work will include removing the existing guardrail, removal and replacement of the existing 30" CMP culvert underneath Hughes Road, and installation of 3:1 sloped concrete end sections, as well as cast in-place end section installation, pipe culvert installation, side slope regrading, and all necessary erosion control and stabilization/restoration needed for the proposed improvements.

The lowest qualified bid of \$271,183.44 was submitted by Martam Construction, Inc. Martam Construction, Inc. is IDOT prequalified in Drainage (012) as required in the contract specifications.

KDOT staff reviewed the bid submitted to determine compliance with the Kane County Ordinance. After review of the bid, it was determined that the bid submitted did not meet all guidelines set forth within the Responsible Bidder Ordinance (RBO) provisions of the Kane County Purchasing Ordinance. Consistent with the terms of the RBO, the bid was then reviewed for compliance with the remaining sections of the Kane County Purchasing Ordinance. After completing this review, KDOT staff are recommending approval the low bidder Martam Construction, Inc.

This project has an anticipated completion of September 27, 2024, weather permitting and is funded with the use of local funds.

Staff recommends approval.



General Contractors and Engineers  
Phone: (847) 608-6800  
Fax: (847) 608-6804

Kane County Government Center  
Purchasing Dept, Building A  
719 S. Batavia Ave  
Geneva, IL 60134

RE: Contract Disclosure  
Kane County Code, Art. II, Div 3, Sec.2-211  
Martam Construction, Inc

To Whom It May Concern:

In compliance with the Kane County Code Referenced above, this letter will serve as our disclosure of

- A. Campaign contributions for the last 12 months
  - B. Individuals having more than 5% ownership of shares in Martam Construction, Inc
  - C. Names and contact information of lobbyists, agents and representatives and,
  - D. A statement under oath that we have not withheld any disclosures as to the economic interest.
- Campaign Contributions: Martam Construction has not made campaign contributions in the past 12 months.
  - Ownership interest in Martam Construction. There is more than one individual that holds more than 5% of shares in Martam Construction, Inc.
  - Martam Construction does not have any lobbyists, agents or representatives who are, or would be having contact with Kane County Employees or officials in relation to contracts or bids.
  - Martam Construction has not withheld nor reserved any information regarding economic interest in the firm as required by County code for this disclosure.

  
Robert Kutrovatz - President

5.3.24  
Date

Subscribed and Sworn this 3rd day of May, 2024

Karen Linkevich  
Notary Public





General Contractors and Engineers  
Phone: (847) 608-6800  
Fax: (847) 608-6804

Kane County Government Center  
Purchasing Dept, Building A  
719 S. Batavia Ave  
Geneva, IL 60134

RE: Familial Relationship Disclosure

To Whom It May Concern:

As of May 3rd, 2024, Martam Construction, 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 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.

  
\_\_\_\_\_  
Robert Kutrovatz - President

5.3.24  
\_\_\_\_\_  
Date

Subscribed and Sworn this 3rd day of May, 2024

Karen Linkevich  
\_\_\_\_\_  
Notary Public





## Bid Result Publication Revision

Publication Type

Unofficial Results

### Martam Construction, Inc.

**Organization Name** Martam Construction, Inc.  
**Bid Amount** \$271,183.44  
**Line Items** Full  
**Bid Rank** 1  
**Address**  
1200 Gasket Dr  
Elgin Illinois  
60120 United States

APPARENT LOW BIDDER

### Copenhaver Construction, Inc.

**Organization Name** Copenhaver Construction, Inc.  
**Bid Amount** \$293,126.12  
**Line Items** Full  
**Bid Rank** 2  
**Address**  
75 Koppie Drive  
Gilberts Illinois  
60036 United States

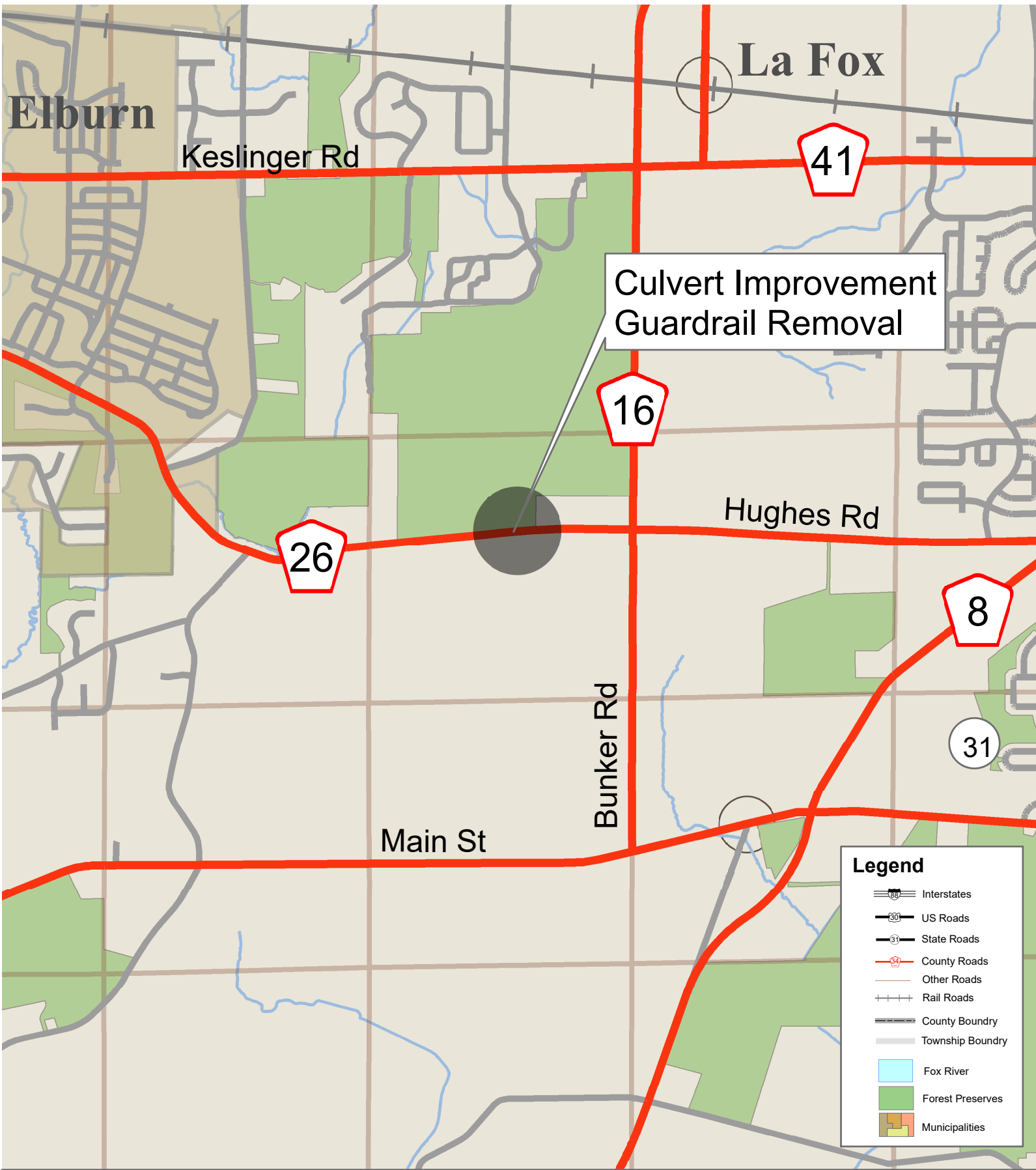
### Bid Results Email

Email Attachment(s)

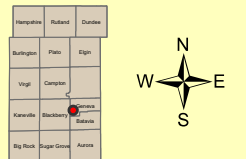
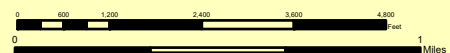
| File     | Size | Uploaded Date | Language |
|----------|------|---------------|----------|
| No Files |      |               |          |

### Additional Recipients

Include notification issuer as an additional recipient No



Section Number 23-00569-00-GR  
 Hughes Road Culvert Improvements  
 Guardrail Removal





NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that an appropriation of \$25,787.30, be allocated from the Township Motor Fuel Tax Fund to Builders Paving, LLC, and \$2,000.00 for County engineering services, for the work described in the Request for Expenditure/Authorization of Motor Fuel Tax Funds and Rebuild Illinois Funds (BLR-14222) executed by the Kane County Engineer and the Township Highway Commissioner of the Batavia Township Road District, and approved by the Illinois Department of Transportation.

Passed by the Kane County Board on June 11, 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 Contract for Construction with Builders Paving, LLC of Hillside, Illinois for the 2024 Batavia Township Road District, Section No. 24-02000-01-GM**

### **Committee Flow:**

Transportation Committee, Executive Committee, County Board

### **Contact:**

Steve Coffinbargar, 630.406.7170

### **Budget Information:**

|                                              |                                       |
|----------------------------------------------|---------------------------------------|
| Was this item budgeted? Yes                  | Appropriation Amount: \$27,787.30 MFT |
| If not budgeted, explain funding source: N/A |                                       |

### **Summary:**

On April 9<sup>th</sup>, four bids were opened at Kane County Division of Transportation for the above-mentioned project to resurface portions of various roads in Batavia Township totaling 0.70 miles. Work will include pavement removal and replacement and traffic control.

The lowest qualified bid of \$144,444.00 was submitted by Builders Paving LLC. of Hillside, Illinois. This project has an anticipated completion of September 30, 2024, weather permitting, and incorporates the use of the Townships Motor Fuel Tax Funds and Rebuild Illinois Funds in the amount of \$27,787.30.

Staff recommends approval.



**CONTRACTOR DISCLOSURE**

As of 4/9/24, Builders Paving, LLC, 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 Builders Paving, LLC:

- Jessica Palumbo Christensen      20%
- Kaitlyn Palumbo Gandy            20%
- Samantha Palumbo Tropeano      20%
- Elizabeth Palumbo Pierce         20%
- Gabriella Palumbo                  20%

  
\_\_\_\_\_  
Steven Salinas, Vice President

4/9/24  
Date



Subscribed and Sworn this 9th day of April, 2024

  
\_\_\_\_\_  
Notary Public





**FAMILIAL RELATIONSHIP DISCLOSURE**

As of 4/9/24, Builders Paving, LLC, 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.

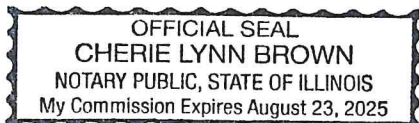
Steven Salinas, Vice President

4/9/24  
Date



Subscribed and Sworn this 9th day of April, 2024

Notary Public





**FINANCIAL DISCLOSURE**

4/9/24

Kane County Government Center  
Purchasing Department, Bld. A  
719 South Batavia Avenue  
Geneva, IL 60134

Re: Contract Disclosure  
Kane County Code, Art. II, Div. 3, Sec. 2-211  
Builders Paving, LLC

To Whom It May Concern:

In compliance with the Kane County Code Referenced above this letter will serve as our disclosure of:

- A. Campaign contributions for the last 12 months
- B. Individuals having more than 5% ownership of shares in Builders Paving, LLC.
- C. Names and contact information of lobbyists, agents and representatives.
- D. A statement under oath that we have not withheld any disclosures as to the economic interest.
  - Campaign contributions: Builders Paving, LLC has not made campaign contributions in the past 12 months.
  - Ownership Interest in Builders Paving, LLC: There is more than one individual that holds more than 5% of shares in Builders Paving, LLC
    - Jessica Palumbo Christensen 20%
    - Kaitlyn Palumbo Gandy 20%
    - Samantha Palumbo Tropeano 20%
    - Elizabeth Palumbo Pierce 20%
    - Gabriella Palumbo 20%
  - Builders Paving, LLC does not have any lobbyist, agents or representatives who are or would be having contact with Kane County Employees or officials in relation to contracts or bids.
  - Builders Paving, LLC has no withheld nor reserved any information regarding economic interest in the firm as required by County Code for this disclosure.

Steven Salinas, Vice President



Subscribed and Sworn this 9th of April, 2024

Notary Public





## Bid Result Publication Revision

Publication Type Unofficial Results

### Geneva Construction

**Organization Name** Geneva Construction  
**Bid Amount** \$155,579.25  
**Line Items** Full  
**Compliance** Compliant  
**Bid Rank** 3  
**Address**  
PO Box 988  
Aurora Illinois  
60507 United States

### J.A. Johnson Paving Co.

**Organization Name** J.A. Johnson Paving Co.  
**Bid Amount** \$145,573.01  
**Line Items** Full  
**Compliance** Compliant  
**Bid Rank** 2  
**Address**  
1025 E. Addison Court  
Arlington Heights Illinois  
60005 United States

### Maneval Construction

**Organization Name** Maneval Construction  
**Bid Amount** \$153,565.25  
**Line Items** Full  
**Compliance** Non-Compliant  
**Buyer's comment:** Does not have 003 IDOT Prequal.  
**Bid Rank** N/A  
**Address**  
28090 W Concrete Dr  
Ingleside Illinois  
60041 United States

### Builders Paving, LLC

**Organization Name** Builders Paving, LLC  
**Bid Amount** \$144,444.00  
**Line Items** Full  
**Compliance** Compliant  
**Bid Rank** 1  
**Address**  
4401 Roosevelt Road  
Hillside Illinois  
60162 United States

**APPARENT LOW BIDDER**

# KANE COUNTY

DIVISION of TRANSPORTATION

Carl Schoedel, P.E.  
Director of Transportation  
County Engineer



41W011 Burlington Road  
St. Charles, IL 60175  
Phone: (630) 584-1170  
Fax: (630) 584-5265

Date: 04-09-2024

On 04-09-2024, bids were opened for the 2024 Batavia Township Resurfacing Project, Section Number 24-02000-01-GM. The engineer's estimate was \$ 136,007.50, and the apparent low bidder, Builders Paving, LLC. submitted a bid of \$ 144,444.00, which is 6.20 % higher than the engineers estimate.

**Please check one below:**

- I would like to proceed with the proposal.
- I would like to cancel the proposal based on the bids.

In order to for the proposal to proceed this document needs to be returned to David Boesch with Kane County by 04-12-2024. Thank you.

David Boesch  
Signature

Highway Commissioner  
Title

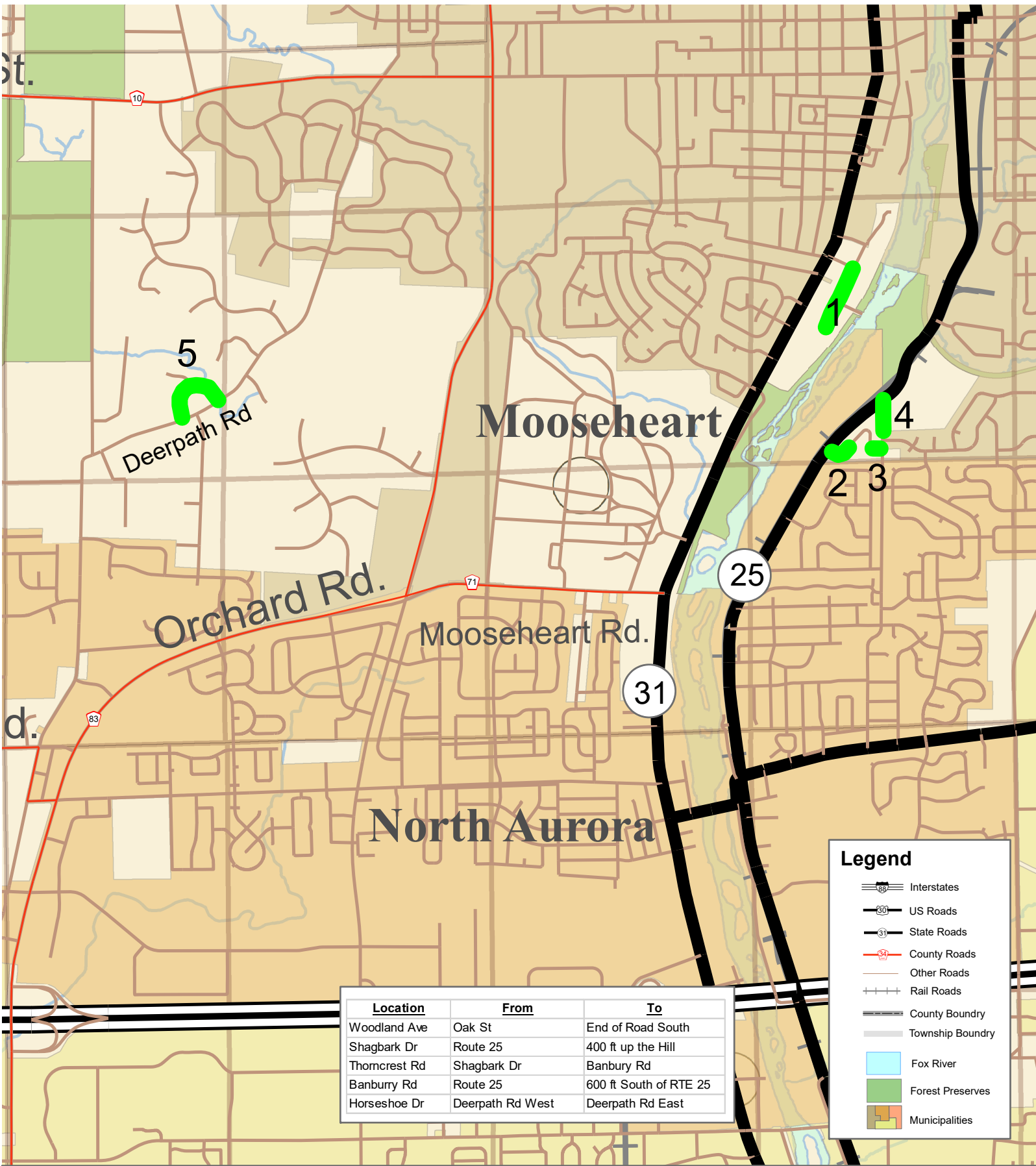
4/11/24  
Date

Notice to proceed shall not be given to the contractor until the contract and bond has been fully executed.

Emailed on \_\_\_\_\_  
Faxed on 4-11-24

By: CRJ

Please note that authorization to proceed shall not be given to the contractor until a "Notice to Proceed" has officially been issued to the Highway Commissioner by KDOT. Failure to comply may jeopardize the eligibility of MFT funding and result in additional paperwork.

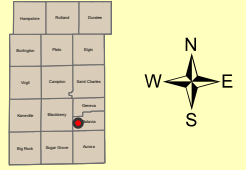
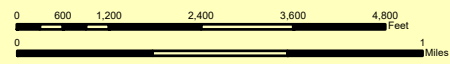


| Location     | From             | To                     |
|--------------|------------------|------------------------|
| Woodland Ave | Oak St           | End of Road South      |
| Shagbark Dr  | Route 25         | 400 ft up the Hill     |
| Thomcrest Rd | Shagbark Dr      | Banbury Rd             |
| Banbury Rd   | Route 25         | 600 ft South of RTE 25 |
| Horseshoe Dr | Deerpath Rd West | Deerpath Rd East       |

**Legend**

- Interstates
- US Roads
- State Roads
- County Roads
- Other Roads
- Rail Roads
- County Boundary
- Township Boundary
- Fox River
- Forest Preserves
- Municipalities

# Section Number 24-02000-01-GM 2024 Batavia Township Resurfacing





NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that a contract for the Project described hereinabove shall be awarded to the lowest responsible bidder, AC Pavement Striping Co., in the amount as indicated hereinabove and that the County Board Chairman is hereby authorized and directed to execute a contract and contractor's bond therefor.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that an appropriation of \$124,000.00 be allocated from the Township Motor Fuel Tax Fund to AC Pavement Striping Co., and \$2,000.00 for County engineering services, for the work described in the Request for Expenditure/Authorization of Motor Fuel Tax Funds (BLR-14222) executed by the Kane County Engineer and the Township Highway Commissioner of the Big Rock Township Road District, and approved by the Illinois Department of Transportation.

Passed by the Kane County Board on June 11, 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 Contract for Construction with A.C. Pavement Striping Co. of Elgin, Illinois for the 2024 Big Rock Township Bituminous Surface Treatment Project, Section Number 24-03000-01-GM**

**Committee Flow:**

Transportation Committee, Executive Committee, County Board

**Contact:**

Steve Coffinbargar, 630.406.7170

**Budget Information:**

|                                              |                                         |
|----------------------------------------------|-----------------------------------------|
| Was this item budgeted? Yes                  | Appropriation Amount: \$ 126,000.00 MFT |
| If not budgeted, explain funding source: N/A |                                         |

**Summary:**

On April 9<sup>th</sup>, 2024, two bids were opened at Kane County Division of Transportation for the above-mentioned project to resurface portions of various roads in Big Rock Township totaling 6.8 miles. Work will include bituminous surface treatment and traffic control.

The lowest qualified bid of \$443,969.75 was submitted by A.C. Pavement Striping Co. of Elgin, Illinois. This project has an anticipated completion of September 30, 2024, weather permitting, and incorporates the use of the Townships Motor Fuel Tax Funds in the amount of \$126,000.00.

Staff recommends approval.



**PAVEMENT STRIPING CO.**

695 Church Road • Elgin, Illinois 60123 • Phone: (847) 214-9500 • Fax: (847) 214-9078

April 3, 2024

Kane County Division of Transportation  
41W011 Burlington Road  
St. Charles, IL 60175

Re: Familial Relationship Disclosure

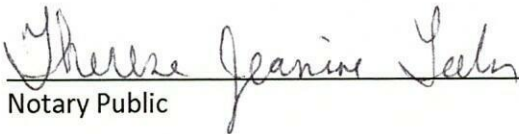
As of April 3, 2024, AC Pavement Striping Co., to the best of our knowledge, the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last twelve-month period. "Familial Relationship" is defined in Public Act 101-0544.

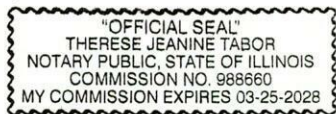
The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than \$30,000 fails to disclose to the County a familial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

Sincerely,

  
William Brinati, Corporate Secretary

Subscribed and sworn this 3rd day of April, 2024.

  
\_\_\_\_\_  
Notary Public





**PAVEMENT STRIPING CO.**

695 Church Road • Elgin, Illinois 60123 • Phone: (847) 214-9500 • Fax: (847) 214-9078

March 7, 2024

Kane County Government Center  
Purchasing Department, Bldg A  
719 S. Batavia Ave  
Geneva, IL 60134  
[purchasing@countyofkane.org](mailto:purchasing@countyofkane.org)

Re: Contractors Disclosure Statement

We hereby submit the following disclosures.

AC Pavement Striping Co., as a contractor for Kane County, has not made any campaign contributions in the previous twelve months to any current officer or county wide elected officer of Kane County.

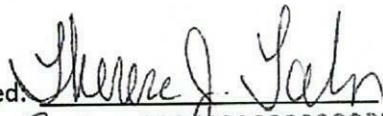
The percentage of ownership interest of AC Pavement Striping Co. is as follows:

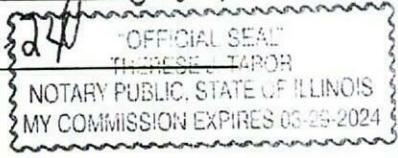
- Scott Kline 54 %
- Jeffrey Bergquist 36 %
- William Brinati 10 %

We hereby affirm, under oath, that we have withheld no disclosures as to the economic interests in the undertaking nor reserved any information, data, or plan as to the intended use or purpose for which we seek County Board or other County agency action.

We have no lobbyists, agents, or representatives that will be having contact with county employees or officials in relation to contracts or bids.

Sincerely,  
  
William Brinati, C. F.O.  
AC Pavement Striping Co.

Notarized:  - 3-7-24

Date: 3-29-24  






**PAVEMENT STRIPING CO.**

695 Church Road • Elgin, Illinois 60123 • Phone: (847) 214-9500 • Fax: (847) 214-9078

March 7, 2024

Kane County Division of Transportation  
41W011 Burlington Road  
St. Charles, IL 60175.  
kdotcomments@co.kane.il.us

Re: Contractors Disclosure Statement

We hereby submit the following disclosures.

AC Pavement Striping Co., as a contractor for Kane County, has not made any campaign contributions in the previous twelve months to any current officer or county wide elected officer of Kane County.

The percentage of ownership interest of AC Pavement Striping Co. is as follows:

- Scott Kline 54 %
- Jeffrey Bergquist 36 %
- William Brinati 10 %

We hereby affirm, under oath, that we have withheld no disclosures as to the economic interests in the undertaking nor reserved any information, data, or plan as to the intended use or purpose for which we seek County Board or other County agency action.

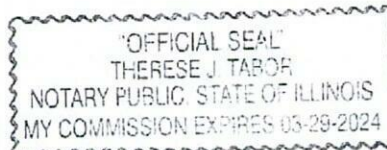
We have no lobbyists, agents, or representatives that will be having contact with county employees or officials in relation to contracts or bids.

Sincerely,

William Brinati, C. F.O.  
AC Pavement Striping Co.

Notarized:

Date: 3-7-24



## Bid Result Publication Revision

Publication Type Unofficial Results

### STEFFENS 3D CONSTRUCTION

**Organization Name** STEFFENS 3D CONSTRUCTION  
**Bid Amount** \$438,112.05  
**Line Items** Full  
**Compliance** Non-Compliant  
**Buyer's comment:** Non-compliant bid, no Bid Bond.  
**Bid Rank** N/A  
**Address**  
2863 State Route 17  
Toluca Illinois  
61369 United States

### AC Pavement Striping Co.

**Organization Name** AC Pavement Striping Co.  
**Bid Amount** \$443,969.75  
**Line Items** Full  
**Compliance** Compliant  
**Bid Rank** 1  
**Address**  
695 Church Road, Elgin, IL 60123  
Elgin Illinois  
60123 United States

**APPARENT LOW BIDDER**

### Bid Results Email

Email Attachment(s)

| File     | Size | Uploaded Date | Language |
|----------|------|---------------|----------|
| No Files |      |               |          |

### Additional Recipients

Include notification issuer as an additional recipient No

**KANE COUNTY**  
DIVISION of TRANSPORTATION

Carl Schoedel, P.E.  
Director of Transportation  
County Engineer



41W011 Burlington Road  
St. Charles, IL 60175  
Phone: (630) 584-1170  
Fax: (630) 584-5265

Date: 04-09-2024

On 04-09-2024, bids were opened for the 2024 Big Rock Township Bituminous Surface Treatment Project, Section Number 24-03000-01-GM. The engineer's estimate was \$457,486.00, and the apparent low bidder, AC Pavement Striping Co. submitted a bid of \$443,969.75, which is 2.95 % lower than the engineers estimate.

**Please check one below:**

- I would like to proceed with the proposal.
- I would like to cancel the proposal based on the bids.

In order to for the proposal to proceed this document needs to be returned to David Boesch with Kane County by 04-12-2024. Thank you.

Wade Tracy  
Signature

HIGHWAY COMMISSIONER  
Title

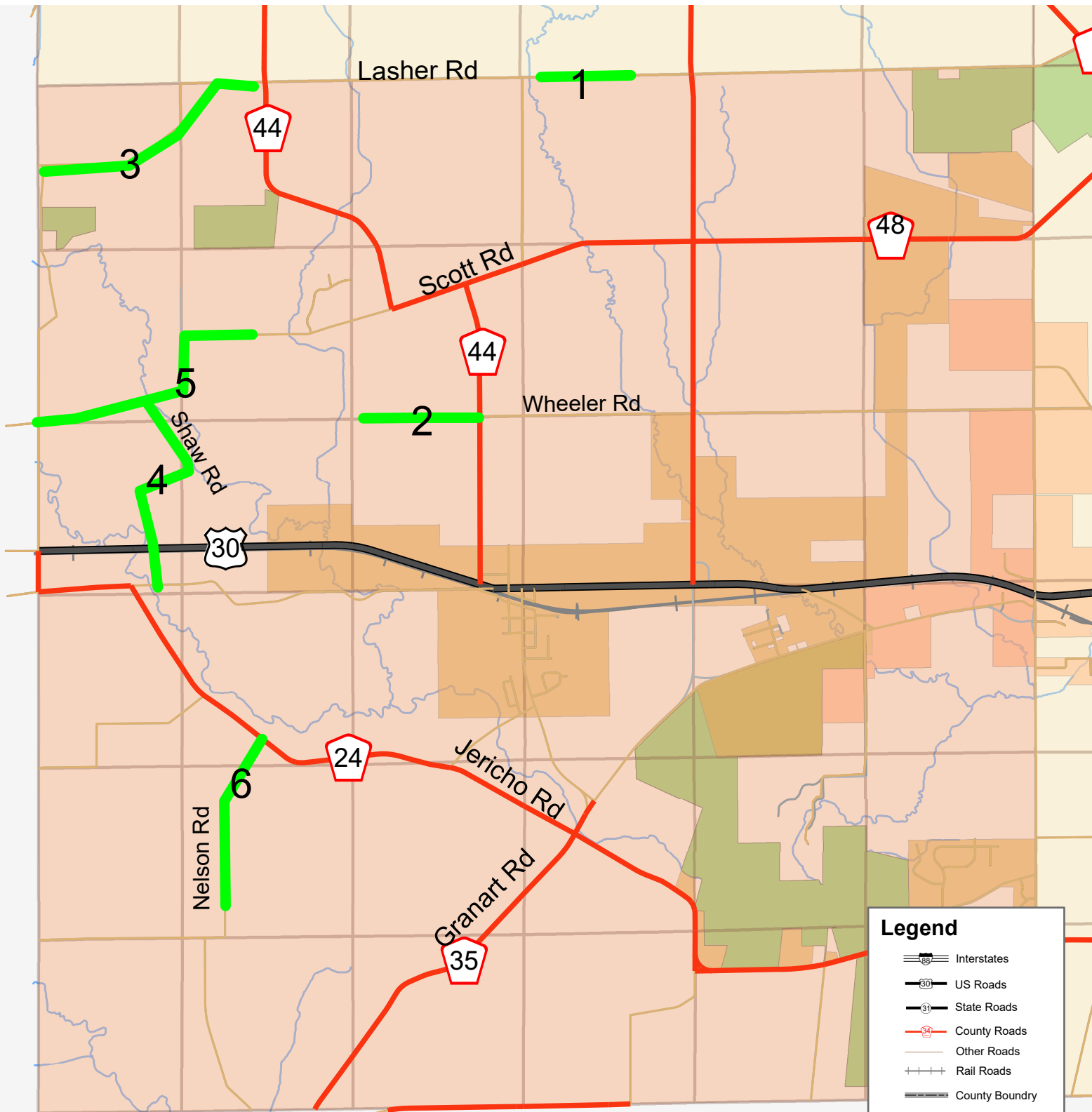
4-11-2024  
Date

Notice to proceed shall not be given to the contractor until the contract and bond has been fully executed.

Emailed on \_\_\_\_\_  
Faxed on \_\_\_\_\_

By: \_\_\_\_\_

Please note that authorization to proceed shall not be given to the contractor until a "Notice to Proceed" has officially been issued to the Highway Commissioner by KDOT. Failure to comply may jeopardize the eligibility of MFT funding and result in additional paperwork.

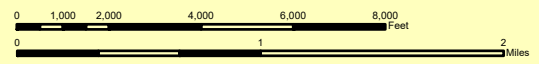


**Legend**

- Interstates
- US Roads
- State Roads
- County Roads
- Other Roads
- Rail Roads
- County Boundary
- Township Boundary
- Fox River
- Forest Preserves
- Municipalities

| Route No. | Location         | From                                   | To                                        |
|-----------|------------------|----------------------------------------|-------------------------------------------|
| 1         | East Lasher Road | 2600' West of Dauberman Road           | Bridge Deck just East of Florence Road    |
| 2         | Wheeler Road     | Davis Road                             | End of Road                               |
| 3         | West Lasher Road | Swan Road                              | County Line Road                          |
| 4         | Shaw Road        | Scott Road                             | Hinckley Road                             |
| 5         | Scott Road       | County Line Road                       | Approx. 8,555 FT East of County Line Road |
| 6         | Nelson Road      | Approx. 5,760 FT South of Jericho Road | Jericho Road                              |

# Section Number 24-03000-01-GM 2024 Big Rock Township Resurfacing



STATE OF ILLINOIS )

SS.

COUNTY OF KANE )

**RESOLUTION NO. 24-269**

**APPROVING A CONTRACT FOR CONSTRUCTION WITH PETER BAKER AND SON CO. OF LAKE BLUFF, ILLINOIS FOR 2024 PLATO TOWNSHIP ROAD DISTRICT, SECTION NO. 24-12000-01-GM**

WHEREAS, the Kane County Division of Transportation has solicited and received bids for the work and/or construction described as:

PLATO TOWNSHIP ROAD DISTRICT SECTION NO. 24-12000-01-GM  
(hereinafter the "Project")

WHEREAS, the lowest responsible bidder for the Project is:

PETER BAKER & SON CO. OF LAKE BLUFF, ILLINOIS  
with a low bid of  
\$276,593.65

WHEREAS, Peter Baker & Son Co. has included within its bid for the Project a representation that it will offer its services to other governmental agencies at the same per unit price as set forth within their bid for the Project identified above; and

WHEREAS, the Plato Township Road District intends on utilizing the services of Peter Baker & Son Co. to complete road resurfacing within its respective jurisdiction; and

WHEREAS, the Plato Township Road District is eligible to receive appropriations pursuant to the Motor Fuel Tax Law (35 ILCS 505/1, *et seq.*); and

WHEREAS, the Township Highway Commissioner of the Plato Township Road District and the Kane County Engineer have executed a Request for Expenditure/Authorization of Motor Fuel Tax Funds and Rebuild Illinois Funds (BLR-14222) relative to a Motor Fuel Tax and Rebuild Illinois Fund appropriation request in the amount of \$278,593.65; and

WHEREAS, the Request for Expenditure/Authorization of Motor Fuel Tax Funds and Rebuild Illinois Funds (BLR-14222) has been approved by the Illinois Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that a contract for the Project described hereinabove shall be awarded to the lowest responsible bidder, Peter Baker & Son Co., in the amount as indicated hereinabove and that the County Board Chairman is hereby authorized and directed to execute a contract and contractor's bond therefor.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that an appropriation of \$276,593.65, be allocated from the Township Motor Fuel Tax Fund to Peter Baker & Son Co., and \$2,000.00 for County engineering services, for the work described in the Request for Expenditure/Authorization of Motor Fuel Tax Funds (BLR-14222) executed by the Kane County Engineer and the Township Highway Commissioner of the Plato Township Road District, and approved by the Illinois Department of Transportation.

Passed by the Kane County Board on June 11, 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 Contract for Construction with Peter Baker and Son Co. of Lake Bluff, Illinois for the 2024 PlatoTownship Resurfacing Project, Section Number 24-12000-01-GM**

### **Committee Flow:**

Transportation Committee, Executive Committee, County Board

### **Contact:**

Steve Coffinbargar, 630.406.7170

### **Budget Information:**

|                                              |                                    |
|----------------------------------------------|------------------------------------|
| Was this item budgeted? Yes                  | Appropriation Amount: \$278,593.65 |
| If not budgeted, explain funding source: N/A |                                    |

### **Summary:**

On April 9<sup>th</sup>, 2024, three bids were opened at Kane County Division of Transportation for the above-mentioned project to resurface portions of various roads in Plato Township totaling 0.90 miles. Work will include pavement removal and replacement and traffic control.

The lowest qualified bid of \$278,593.65 was submitted by Peter Baker and Son Co. of Lake Bluff, Illinois. This project has an anticipated completion of September 30, 2024, weather permitting, and incorporates the use of the Townships Motor Fuel Tax Funds and Rebuild Illinois Funds in the amount of \$278,593.65 which includes \$2,000.00 in County engineering services.

Staff recommends approval.

# Peter Baker & Son Co.

Established 1915

Lake Bluff • Lakemoor • Marengo • North Chicago

## FAMILIAL RELATIONSHIP DISCLOSURE

As of April 9, 2024, Peter Baker & Son Co., 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.

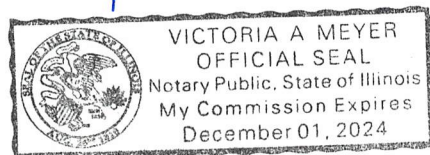
\_\_\_\_\_  
Arthur M. Baker II, President

\_\_\_\_\_  
April 9, 2024

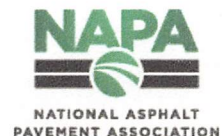
Date

Subscribed and Sworn this 9<sup>th</sup> day of April, 2024

\_\_\_\_\_  
Notary Public



1349 Rockland Road • Lake Bluff • Illinois • 60044 • Ph: 847-362-3663 • Fax: 847-362-0707  
[www.PeterBaker.com](http://www.PeterBaker.com)





# Peter Baker & Son Co.

Established 1915

Lake Bluff • Lakemoor • Marengo • North Chicago

April 9, 2024

Kane County Government Center  
Purchasing Department, Bldg. A  
719 South Batavia Avenue  
Geneva, IL 60134

Re: Contract Disclosure  
Kane County Code, Art. II, Div. 3, Sec. 2-211  
Peter Baker & Son Co.

To Whom It May Concern:

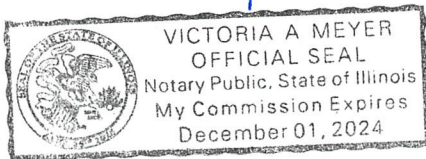
In compliance with the Kane County Code Referenced above, this letter will serve as our disclosure of:

- A. Campaign Contributions for the last 12 months
- B. Individuals having more than 5% ownership of shares in Peter Baker & Son Co.
- C. Names and contact information of lobbyists, agents, and representatives
- D. A statement under oath that we have not withheld any disclosures as to the economic interest.

- Campaign Contributions: Peter Baker & Son Co. has not made campaign contributions in the past 12 months.
- Ownership Interest in Peter Baker & Son Co.: There are two individuals that hold 50% each of the shares.
- Peter Baker & Son Co. does not have any lobbyist, agents, or representatives who are or would be having contact with Kane County Employees or officials in relation to contracts or bids.
- Peter Baker & Son Co. has not withheld nor reserved any information regarding economic interest in the firm as required by County Code for this disclosure.

Subscribed and Sworn this  
9th day of April 2024

*Victoria A. Meyer*

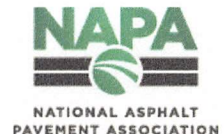


Sincerely,  
PETER BAKER & SON CO.

*Arthur M. Baker II*

Arthur M. Baker II  
President

1349 Rockland Road • Lake Bluff • Illinois • 60044 • Ph: 847-362-3663 • Fax: 847-362-0707  
[www.PeterBaker.com](http://www.PeterBaker.com)



# Peter Baker & Son Co.

Established 1915

Lake Bluff • Lakemoor • Marengo • North Chicago

## CONTRACTOR DISCLOSURE

As of April 9, 2024, Peter Baker & Son Co., to the best of our knowledge the Owners, Officers, or Executives have not made any political campaign contributions to any Kane County Elected Official county wide in the last 12-month period.

Below is a list of shareholders or owners, with at least 5% holdings in Peter Baker & Son Co.:

Arthur M. Baker II  
1349 Rockland Rd. 50%  
Lake Bluff, IL 60044

Robert G. Baker  
1349 Rockland Rd. 50%  
Lake Bluff, IL 60044

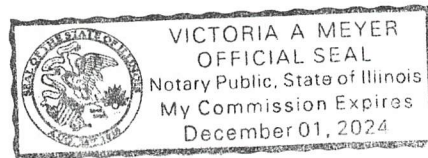
\_\_\_\_\_  
Officer Arthur M. Baker II  
Title President

\_\_\_\_\_  
April 9, 2024

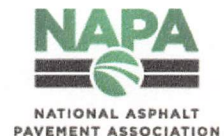
Date

Subscribed and Sworn this 9th day of April, 2024

\_\_\_\_\_  
Notary Public



1349 Rockland Road • Lake Bluff • Illinois • 60044 • Ph: 847-362-3663 • Fax: 847-362-0707  
www.PeterBaker.com



## Bid Result Publication Revision

Publication Type: Unofficial Results

### J.A. Johnson Paving Co.

**Organization Name** J.A. Johnson Paving Co.  
**Bid Amount** \$288,528.75  
**Line Items** Full  
**Bid Rank** 2  
**Address**  
1025 E. Addison Court  
Arlington Heights Illinois  
60005 United States

### Peter Baker & Son Co

**Organization Name** Peter Baker & Son Co  
**Bid Amount** \$276,593.65  
**Line Items** Full  
**Bid Rank** 1  
**Address**  
1349 Rockland Rd.  
Lake Bluff Illinois  
60044 United States

APPARENT LOW BIDDER

### Builders Paving, LLC

**Organization Name** Builders Paving, LLC  
**Bid Amount** \$298,765.00  
**Line Items** Full  
**Bid Rank** 3  
**Address**  
4401 Roosevelt Road  
Hillside Illinois  
60162 United States

### Bid Results Email

Email Attachment(s)

| File     | Size | Uploaded Date | Language |
|----------|------|---------------|----------|
| No Files |      |               |          |

### Additional Recipients

Include notification issuer as an additional recipient: No

**KANE COUNTY**  
DIVISION of TRANSPORTATION

Carl Schoedel, P.E.  
Director of Transportation  
County Engineer



41W011 Burlington Road  
St. Charles, IL 60175  
Phone: (630) 584-1170  
Fax: (630) 584-5265

Date: 04-09-2024

On 04-09-2024, bids were opened for the 2024 Plato Township Resurfacing Project, Section Number 24-12000-01-GM. The engineer's estimate was \$ 295,207.50, and the apparent low bidder, Peter Baker & Son Co. submitted a bid of \$ 276,593.65, which is 6.31% lower than the engineers estimate.

**Please check one below:**

- I would like to proceed with the proposal.  
 I would like to cancel the proposal based on the bids.

In order to for the proposal to proceed this document needs to be returned to David Boesch with Kane County by 04-12-2024. Thank you.

  
Signature

HIGHWAY COMMISSIONER  
Title

4-11-2024  
Date

Notice to proceed shall not be given to the contractor until the contract and bond has been fully executed.

Emailed on \_\_\_\_\_  
Faxed on \_\_\_\_\_

By: \_\_\_\_\_

Please note that authorization to proceed shall not be given to the contractor until a **"Notice to Proceed"** has officially been issued to the Highway Commissioner by KDOT. Failure to comply may jeopardize the eligibility of MFT funding and result in additional paperwork.

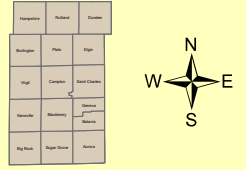
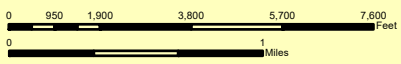


| Route No. | Location      | From        | To              |
|-----------|---------------|-------------|-----------------|
| 1         | Lori Ln       | Nesler Rd   | Hogan Hill      |
| 2         | Chippewa Pass | Muirhead Rd | Prarie Crossing |

**Legend**

- Interstates
- US Roads
- State Roads
- County Roads
- Other Roads
- Rail Roads
- County Boundary
- Township Boundary
- Fox River
- Forest Preserves
- Municipalities

# Section Number 24-12000-01-GM 2024 Plato Township Resurfacing





NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that an appropriation of \$50,000.19, be allocated from the Township Motor Fuel Tax Fund to J.A. Johnson Paving Co., and \$2,000.00 for County engineering services, for the work described in the Request for Expenditure/Authorization of Motor Fuel Tax Funds and Rebuild Illinois Funds (BLR-14222) executed by the Kane County Engineer and the Township Highway Commissioner of the Rutland Township Road District, and approved by the Illinois Department of Transportation.

Passed by the Kane County Board on June 11, 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 Contract for Construction with J.A. Johnson Paving Co. of Arlington Heights, Illinois for the 2024 Rutland Township Resurfacing Project, Section Number 24-13000-01-GM**

### **Committee Flow:**

Transportation Committee, Executive Committee, County Board

### **Contact:**

Steve Coffinbargar, 630.406.7170

### **Budget Information:**

|                                              |                                        |
|----------------------------------------------|----------------------------------------|
| Was this item budgeted? Yes                  | Appropriation Amount: \$ 52,000.19 MFT |
| If not budgeted, explain funding source: N/A |                                        |

### **Summary:**

On April 23, 2024, four bids were opened at Kane County Division of Transportation for the above-mentioned project to resurface portions of various roads in Rutland Township totaling 0.59 miles. Work will include pavement removal and replacement, and traffic control.

The lowest qualified bid of \$162,102.30 was submitted by J.A. Johnson Paving Co. of Arlington Heights, Illinois. This project has an anticipated completion of September 30, 2024, weather permitting, and incorporates the use of the Townships Motor Fuel Tax Funds and Rebuild Illinois Funds in the amount of \$52,000.19 which includes \$2,000.00 in County engineering services.

Staff recommends approval.





1025 East Addison Court  
Arlington Heights, Illinois 60005

Telephone 847-439-2025  
Fax 847-439-2084

CONTRACTOR DISCLOSURE

As of May 8, 2024 J.A. Johnson Paving Co, 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 J.A. Johnson Paving Co:

Dale A. Johnson President 60%  
1025 E. Addison Court, Arlington Heights, IL 60005

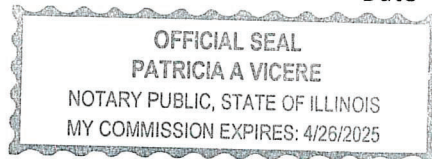
Michael R. Tarpey, Secretary/Treasurer 40%  
1025 E. Addison Court, Arlington Heights, IL 60005

  
\_\_\_\_\_  
Michael R. Tarpey, Secretary

  
\_\_\_\_\_  
Date

Subscribed and Sworn this 8<sup>th</sup> day of May, 2024

  
\_\_\_\_\_  
Notary Public





1025 East Addison Court  
Arlington Heights, Illinois 60005

Telephone 847-439-2025  
Fax 847-439-2084

FAMILIAL RELATIONSHIP DISCLOSURE

As of May 8, 2024 J.A. Johnson Paving Co, 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 contractors greater than \$30,000, fails to disclose to the County a familial relationship between a County Elected Official or County department Director.

A handwritten signature in blue ink, appearing to read 'Michael R. Tarpey', written over a horizontal line.

Michael R. Tarpey, Secretary

A handwritten date '5/8/24' in blue ink, written over a horizontal line.

Date

Subscribed and Sworn this 8<sup>th</sup> day of May 2024

A handwritten signature in blue ink, written over a horizontal line.

Notary Public



## Bid Result Publication Revision

Publication Type

Unofficial Results

### J.A. Johnson Paving Co.

**Organization Name** J.A. Johnson Paving Co.  
**Bid Amount** \$162,102.30  
**Line Items** Full  
**Bid Rank** 1  
**Address**  
  
1025 E. Addison Court  
Arlington Heights Illinois  
60005 United States

**APPARENT LOW BIDDER**

### Peter Baker & Son Co

**Organization Name** Peter Baker & Son Co  
**Bid Amount** \$183,225.80  
**Line Items** Full  
**Bid Rank** 3  
**Address**  
  
1349 Rockland Rd.  
Lake Bluff Illinois  
60044 United States

### Builders Paving, LLC

**Organization Name** Builders Paving, LLC  
**Bid Amount** \$169,988.00  
**Line Items** Full  
**Bid Rank** 2  
**Address**  
  
4401 Roosevelt Road  
Hillside Illinois  
60162 United States

### Geske and Sons, Inc.

**Organization Name** Geske and Sons, Inc.  
**Bid Amount** \$184,308.95  
**Line Items** Full  
**Bid Rank** 4  
**Address**  
  
400 E. Terra Cotta Ave.  
Crystal Lake Illinois  
60014 United States

**Bid Results Email**  
**Email Attachment(s)**

**KANE COUNTY**  
DIVISION of TRANSPORTATION

Carl Schoedel, P.E.  
Director of Transportation  
County Engineer



41W011 Burlington Road  
St. Charles, IL 60175  
Phone: (630) 584-1170  
Fax: (630) 584-5265

Date: 04-23-2024

On 04-23-2024, bids were opened for the 2024 Rutland Township Resurfacing Project, Section Number 24-13000-01-GM. The engineer's estimate was \$ 143,368.00 and the apparent low bidder, J.A. Johnson Paving Co., submitted a bid of \$ 162,102.30, which is 13.07 % higher than the engineers estimate.

**Please check one below:**

- I would like to proceed with the proposal.
- I would like to cancel the proposal based on the bids.

In order to for the proposal to proceed this document needs to be returned to David Boesch with Kane County by 04-26-2024. Thank you.

Signature 

Title Highway Com.

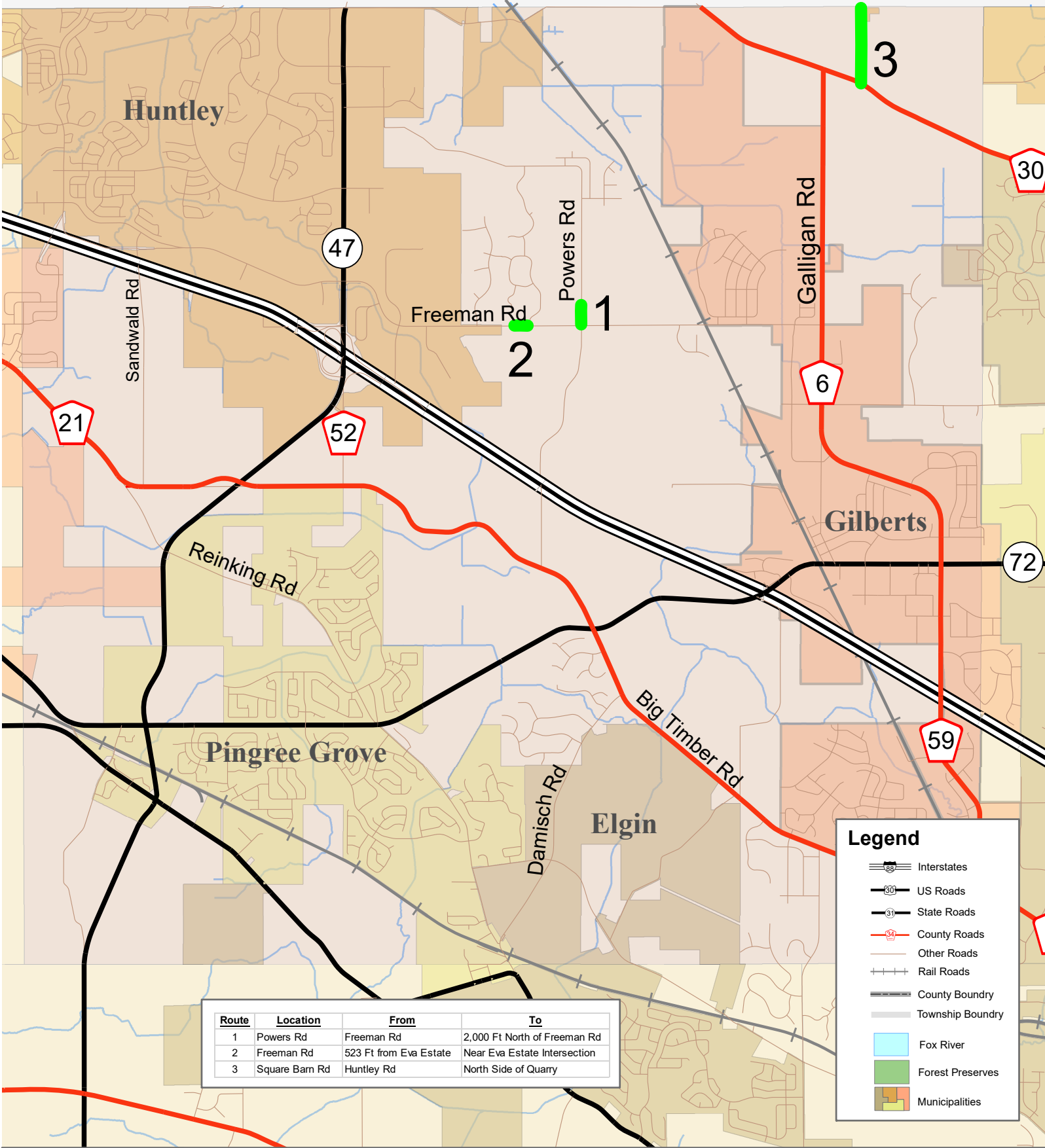
Date 4-29 2024

Notice to proceed shall not be given to the contractor until the contract and bond has been fully executed.

Emailed on \_\_\_\_\_  
Faxed on \_\_\_\_\_

By: \_\_\_\_\_

Please note that authorization to proceed shall not be given to the contractor until a "Notice to Proceed" has officially been issued to the Highway Commissioner by KDOT. Failure to comply may jeopardize the eligibility of MFT funding and result in additional paperwork.

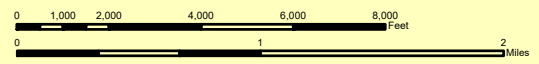


| Route | Location       | From                   | To                           |
|-------|----------------|------------------------|------------------------------|
| 1     | Powers Rd      | Freeman Rd             | 2,000 Ft North of Freeman Rd |
| 2     | Freeman Rd     | 523 Ft from Eva Estate | Near Eva Estate Intersection |
| 3     | Square Barn Rd | Huntley Rd             | North Side of Quarry         |

**Legend**

- Interstates
- US Roads
- State Roads
- County Roads
- Other Roads
- Rail Roads
- County Boundary
- Township Boundary
- Fox River
- Forest Preserves
- Municipalities

# Section Number 24-13000-01-GM 2024 Rutland Township Resurfacing



STATE OF ILLINOIS )

SS.

COUNTY OF KANE )

## RESOLUTION NO. 24-200

### **AUTHORIZING THE KANE COUNTY HEALTH DEPARTMENT TO PARTICIPATE IN THE APPLE DEVELOPER PROGRAM TO PUBLISH HEALTH-RELATED APPS ON APPLE APP STORE**

WHEREAS, one of the essential public health functions is to communicate effectively with the community to inform and educate about health and safety, factors that influence it, and how to improve it; and

WHEREAS, the Kane County Health Department's tobacco program has worked with local high school students to develop an Anti-Vaping app for smart phones; and

WHEREAS, the Health Department desires to make its Anti-Vaping app available as a free download on Apple Inc.'s ("Apple") "App Store" marketplace for teens and young adults; and

WHEREAS, in order to publish an app on Apple's platform, the Health Department must enter into several agreements with Apple to participate in its Apple Developer Program; and

WHEREAS, the attached Apple Developer Program agreements include a provision to indemnify Apple, to the extent permitted by law, which requires County Board approval; and

WHEREAS, the Apple Developer Program requires a point-person to be specifically designated by the governing authority in order to execute any further documents related to the Apple Developer Program.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that Michael Isaacson, the Executive Director of the Kane County Health Department, is hereby authorized and directed to legally bind the Health Department on all vetted legal agreements, which include those included as attachments and other associated agreements, presented on behalf of the Apple Developer Program.

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



## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

### **Title**

Authorizing the Kane County Health Department to Participate in the Apple Developer Program to Publish Health Related Apps on Apple App Store

### **Committee Flow:**

Public Health Committee, Executive Committee, County Board

### **Contact:**

Michael Isaacson 630-208-3140

### **Budget Information:**

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

### **Summary:**

The Kane County Health Department's Tobacco Cessation and Prevention Program is taking a multi-focal approach to addressing the youth vaping problem in Kane County. To assist with vaping prevention, staff are launching an informational smartphone app.

The Vape-Free Together app, developed in partnership with students from the Illinois Math and Science Academy, will reach users directly with information on vaping dangers and nicotine addiction, quitting tips, suggestions of things to do instead of vaping, a directory of local resources that can address the underlying issues influencing a student's decision to vape, and a daily vaping tracker to help those who vape achieve their quit goal. The app does not collect or transmit any personal data.

This resolution allows the Health Department to enter into required agreements with Apple to be able to put the app on the App Store.

**THIS IS A LEGAL AGREEMENT BETWEEN YOU AND APPLE INC. ("APPLE") STATING THE TERMS THAT GOVERN YOUR PARTICIPATION AS AN APPLE DEVELOPER. PLEASE READ THIS APPLE DEVELOPER AGREEMENT ("AGREEMENT") BEFORE PRESSING THE "AGREE" BUTTON AND CHECKING THE BOX AT THE BOTTOM OF THIS PAGE. BY PRESSING "AGREE," YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PRESS "CANCEL".**

## Apple Developer Agreement

**1. Relationship With Apple; Apple ID and Password.** You understand and agree that by registering with Apple to become an Apple Developer ("**Apple Developer**"), no legal partnership or agency relationship is created between you and Apple. You agree not to represent otherwise. You also certify that you are at least thirteen years of age and you represent that you are legally permitted to register as an Apple Developer. This Agreement is void where prohibited by law and the right to register as an Apple Developer is not granted in such jurisdictions. Unless otherwise agreed or permitted by Apple in writing, you cannot share or transfer any benefits you receive from Apple in connection with being an Apple Developer. The Apple ID and password you use to log into your Apple Developer account cannot be shared in any way or with anyone. You are responsible for maintaining the confidentiality of your Apple ID and password and for any activity in connection with your account.

**2. Developer Benefits.** As an Apple Developer, you may have the opportunity to attend certain Apple developer conferences, technical talks, and other events (including online or electronic broadcasts of such events) ("**Apple Events**"). In addition, Apple may offer to provide you with certain services ("**Services**"), as described more fully herein and on the Apple Developer web pages ("**Site**"), solely for your own use in connection with your participation as an Apple Developer. Services may include, but not be limited to, any services Apple offers at Apple Events or on the Site as well as the offering of any content or materials displayed on the Site ("**Content**"). Apple may change, suspend or discontinue providing the Services, Site and Content to you at any time, and may impose limits on certain features and materials offered or restrict your access to parts or all of such materials without notice or liability.

**3. Restrictions.** You agree not to exploit the Site, or any Services, Apple Events or Content provided to you by Apple as an Apple Developer, in any unauthorized way, including but not limited to, by trespass, burdening network capacity or using the Services, Site or Content other than for authorized purposes. Copyright and other intellectual property laws protect the Site and Content provided to you, and you agree to abide by and maintain all notices, license information, and restrictions contained therein. Unless expressly permitted herein or otherwise permitted in a separate agreement with Apple, you may not modify, publish, network, rent, lease, loan, transmit, sell, participate in the transfer or sale of, reproduce, create derivative works based on, redistribute, perform, display, or in any way exploit any of the Site, Content or Services. You may not decompile, reverse engineer, disassemble, or attempt to derive the source code of any software or security components of the Services, Site, or Content (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by any licensing terms accompanying the foregoing). Use of the Site, Content or Services to violate, tamper with, or circumvent the security of any computer network, software, passwords, encryption codes, technological protection measures, or to otherwise engage in any kind of illegal activity, or to enable others to do so, is expressly prohibited. Apple retains ownership of all its rights in the Site, Content, Apple Events and Services, and except as expressly set forth herein, no other rights or licenses are granted or to be implied under any Apple intellectual property.

**4. Confidentiality.** Except as otherwise set forth herein, you agree that all pre-release versions of Apple software, services, and/or hardware (including related documentation and materials) provided to you as an Apple Developer ("**Pre-Release Materials**") and any information disclosed by Apple to you in connection with Apple Events will be considered and referred to as "**Apple Confidential Information**" and are subject to the confidentiality obligations of this Agreement.



Notwithstanding the foregoing, Apple Confidential Information will not include: (a) information that is generally and legitimately available to the public through no fault or breach of yours; (b) information that is generally made available to the public by Apple; (c) information that is independently developed by you without the use of any Apple Confidential Information; (d) information that was rightfully obtained from a third party who had the right to transfer or disclose it to you without limitation; or (e) any third party software and/or documentation provided to you by Apple and accompanied by licensing terms that do not impose confidentiality obligations on the use or disclosure of such software and/or documentation. Further, Apple agrees that you will not be bound by the foregoing confidentiality terms with regard to technical information about Apple pre-release software, services and/or hardware disclosed by Apple at WWDC (Apple's Worldwide Developers Conference), except that you may not post screen shots of, write public reviews of, or redistribute any such materials.

**5. Nondisclosure and Nonuse of Apple Confidential Information.** Unless otherwise expressly agreed or permitted in writing by Apple, you agree not to disclose, publish, or disseminate any Apple Confidential Information to anyone other than to other Apple Developers who are employees and contractors working for the same entity as you and then only to the extent that Apple does not otherwise prohibit such disclosure. Except for your authorized purposes as an Apple Developer or as otherwise expressly agreed or permitted by Apple in writing, you agree not to use Apple Confidential Information in any way, including, without limitation, for your own or any third party's benefit without the prior written approval of an authorized representative of Apple in each instance. You further agree to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Apple Confidential Information. You acknowledge that unauthorized disclosure or use of Apple Confidential Information could cause irreparable harm and significant injury to Apple that may be difficult to ascertain. Accordingly, you agree that Apple will have the right to seek immediate injunctive relief to enforce your obligations under this Agreement in addition to any other rights and remedies it may have. If you are required by law, regulation or pursuant to the valid binding order of a court of competent jurisdiction to disclose Apple Confidential Information, you may make such disclosure, but only if you have notified Apple before making such disclosure and have used commercially reasonable efforts to limit the disclosure and to seek confidential, protective treatment of such information. A disclosure pursuant to the previous sentence will not relieve you of your obligations to hold such information as Apple Confidential Information.

## **6. Confidential Pre-Release Materials.**

**A. License and Restrictions.** If Apple provides you with Pre-Release Materials, then subject to your compliance with the terms and conditions of this Agreement, Apple hereby grants you a nonexclusive, nontransferable, right and license to use the Pre-Release Materials only for the limited purposes set forth in this Section 6; provided however that if such Pre-Release Materials are subject to a separate license agreement, you agree that the license agreement accompanying such materials in addition to Sections 4 and 5 of this Agreement shall also govern your use of the Pre-Release Materials. You further agree that in the event of any inconsistency between Section 4 and 5 of this Agreement and the confidentiality restrictions in the license agreement, the license agreement shall govern. You agree not to use the Pre-Release Materials for any purpose other than testing and/or development by you of a product designed to operate in combination with the same operating system for which the Pre-Release Materials are designed. This Agreement does not grant you any right or license to incorporate or make use of any Apple intellectual property (including for example and without limitation, trade secrets, patents, copyrights, trademarks and industrial designs) in any product. Except as expressly set forth herein, no other rights or licenses are granted or to be implied under any Apple intellectual property. You agree not to decompile, reverse engineer, disassemble, or otherwise reduce the Pre-Release Materials to a human-perceivable form, and you will not modify, network, rent, lease, transmit, sell, or loan the Pre-Release Materials in whole or in part.

**B. Permitted Age for Accessing Pre-Release Materials.** By accessing Pre-Release Materials, You certify that you are of the legal age of majority in the jurisdiction in which you reside (at least 18 years of age in many countries or regions) and You represent that You are legally permitted to access these Pre-Release Materials. This Agreement is void where prohibited by law and the right to access Pre-Release

Materials is not granted in such jurisdictions. If You are the parent or legal guardian of individuals between the ages of 13 and the legal age of majority in the jurisdiction in which you reside, You may allow such individuals to share your Apple ID and password for their use in connection with accessing Pre-Release Materials solely under Your supervision and only in accordance with this Agreement. You are responsible for such individuals' compliance with and violations of this Agreement and any other Apple agreements.

**C. Performance of Pre-Release Materials.** Pre-Release Materials should not be relied upon to perform in the same manner as a final-release, commercial-grade product, nor used with data that is not sufficiently and regularly backed up, and may include features, functionality or other software or services that are not yet available. You acknowledge that Apple may not have publicly announced the availability of such Pre-Release Materials, that Apple has not promised or guaranteed to you that such Pre-Release Materials will be announced or made available to anyone in the future, and that Apple has no express or implied obligation to you to announce or commercially introduce such software or services or any similar or compatible technology. You expressly acknowledge and agree that any research or development that you perform with respect to Pre-Release Materials is done entirely at your own risk.

**D. Additional Pre-Release Materials.** From time to time, Apple may provide access to additional Pre-Release Materials for you to use as an end-user for evaluation purposes. Some of these may be subject to separate terms and conditions in addition to this Agreement, in which case your usage will also be subject to those terms and conditions. Such Pre-Release Materials may not be available in all languages or in all countries or regions, and Apple makes no representation that they will be appropriate or available for use in any particular location. To the extent you choose to access such Pre-Release Materials, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. You acknowledge that Apple will not have any liability or responsibility to you or any other person (including to any end-user) for any third-party services or for any Apple services. Apple and its licensors reserve the right to change, suspend, remove, or disable access to any services at any time. In no event will Apple be liable for the removal or disabling of access to any such services. Further, upon any commercial release of such Pre-Release Materials, or earlier if requested by Apple, you agree to cease all use of the Pre-Release Materials provided to you as an end-user for evaluation purposes under this Agreement.

**E. Consent to Collection and Use of Data.** In order to test, provide and improve Apple's products and services, and only if you choose to install or use Pre-Release Materials provided as part of the developer seeding process, you acknowledge that Apple and its subsidiaries and agents may be collecting diagnostic, technical, usage and related information from Pre-Release Materials. Apple will notify you about the collection of such information on the Apple Developer portal, and you should carefully review the release notes and other information disclosed by Apple in such location prior to choosing whether or not to install or use any such Pre-Release Materials. By installing or using such Pre-Release Materials, You acknowledge and agree that Apple and its subsidiaries and agents have your permission to collect any and all such information and use it as set forth above.

**7. Developer Content License and Restrictions.** As an Apple Developer, you may have access to certain proprietary content (including, without limitation, video presentations and audio recordings) that Apple may make available to you from time to time ("**Content**"). Content shall be considered Apple Confidential Information, unless otherwise agreed or permitted in writing by Apple. You may not share the Content with anyone, including, without limitation, employees and contractors working for the same entity as you, regardless of whether they are Apple Developers, unless otherwise expressly permitted by Apple. Subject to these terms and conditions, Apple grants you a personal and nontransferable license to access and use the Content for authorized purposes as an Apple Developer; provided that you may only download one (1) copy of the Content and such download must be completed within the time period specified by Apple for such download. Except as expressly permitted by Apple, you shall not modify, translate, reproduce, distribute, or create derivative works of the Content or any part thereof. You shall not rent, lease, loan, sell, sublicense, assign or otherwise transfer any rights in the Content. Apple and/or Apple's licensor(s) retain ownership of the Content itself and any copies or portions thereof. The Content

is licensed, not sold, to you by Apple for use only under this Agreement, and Apple reserves all rights not expressly granted to you. Your rights under this license to use and access the Content will terminate automatically without notice from Apple if you fail to comply with any of these provisions.

**8. Compatibility Labs; Developer Technical Support (DTS).** As an Apple Developer, you may have access to Apple's software and/or hardware compatibility testing and development labs ("**Labs**") and/or developer technical support incidents ("**DTS Services**") that Apple may make available to you from time to time as an Apple developer benefit or for a separate fee. You agree that all use of such Labs and DTS Services will be in accordance with Apple's usage policies for such services, which are subject to change from time to time, with or without prior notice to you. Without limiting the foregoing, Apple may post on the Site and/or send an email to you with notices of such changes. It is your responsibility to review the Site and/or check your email address registered with Apple for any such notices. You agree that Apple shall not be liable to you or any third party for any modification or cessation of such services. As part of the DTS Services, Apple may supply you with certain code snippets, sample code, software, and other materials ("**Materials**"). You agree that any Materials that Apple provides as part of the DTS Services are licensed to you and shall be used by you only in accordance with the terms and conditions accompanying the Materials. Apple retains ownership of all of its right, title and interest in such Materials and no other rights or licenses are granted or to be implied under any Apple intellectual property. You have no right to copy, decompile, reverse engineer, sublicense or otherwise distribute such Materials, except as may be expressly provided in the terms and conditions accompanying the Materials. **YOU AGREE THAT WHEN REQUESTING AND RECEIVING TECHNICAL SUPPORT FROM DTS SERVICES, YOU WILL NOT PROVIDE APPLE WITH ANY INFORMATION, INCLUDING THAT INCORPORATED IN YOUR SOFTWARE, THAT IS CONFIDENTIAL TO YOU OR ANY THIRD PARTY. YOU AGREE THAT ANY NOTICE, LEGEND, OR LABEL TO THE CONTRARY CONTAINED IN ANY SUCH MATERIALS PROVIDED BY YOU TO APPLE SHALL BE WITHOUT EFFECT. APPLE SHALL BE FREE TO USE ALL SUCH INFORMATION IT RECEIVES FROM YOU IN ANY MANNER IT DEEMS APPROPRIATE, SUBJECT TO ANY APPLICABLE PATENTS OR COPYRIGHTS.** Apple reserves the right to reject a request for access to Labs or for DTS Services at any time and for any reason, in which event Apple may credit you for the rejected lab or support request. You shall be solely responsible for any restoration of lost or altered files, data, programs or other materials provided.

**9. Amendment; Communication.** Apple reserves the right, at its discretion, to modify this Agreement, including any rules and policies at any time. You will be responsible for reviewing and becoming familiar with any such modifications (including new terms, updates, revisions, supplements, modifications, and additional rules, policies, terms and conditions)("**Additional Terms**") communicated to you by Apple. All Additional Terms are hereby incorporated into this Agreement by this reference and your continued use of the Site will indicate your acceptance of any Additional Terms. In addition, Apple may be sending communications to you from time to time. Such communications may be in the form of phone calls and/or emails and may include, but not be limited to, membership information, marketing materials, technical information, and updates and/or changes regarding your participation as an Apple Developer. By agreeing to this Agreement, you consent that Apple may provide you with such communications.

**10. Term and Termination.** Apple may terminate or suspend you as a registered Apple Developer at any time in Apple's sole discretion. If Apple terminates you as a registered Apple Developer, Apple reserves the right to deny your reapplication at any time in Apple's sole discretion. You may terminate your participation as a registered Apple Developer at any time, for any reason, by notifying Apple in writing of your intent to do so. Upon any termination or, at Apple's discretion, suspension, all rights and licenses granted to you by Apple will cease, including your right to access the Site, and you agree to destroy any and all Apple Confidential Information that is in your possession or control. At Apple's request, you agree to provide certification of such destruction to Apple. No refund or partial refund of any fees paid hereunder or any other fees will be made for any reason. Following termination of this Agreement, Sections 1, 3-5, 7 (but only for so long as the duration specified by Apple for such usage), 10-19 shall continue to bind the parties.

**11. Apple Independent Development.** Nothing in this Agreement will impair Apple's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with, any other products, software or technologies that you may develop, produce, market, or distribute.

**12. Use Of Apple Trademarks, Logos, etc.** You agree to follow Apple's trademark and copyright guidelines as published at: [www.apple.com/legal/guidelinesfor3rdparties.html](http://www.apple.com/legal/guidelinesfor3rdparties.html) ("**Guidelines**") and as may be modified from time to time. You agree not to use the marks "Apple," the Apple Logo, "Mac", "iPhone," "iPod touch" or any other marks belonging or licensed to Apple in any way except as expressly authorized in writing by Apple in each instance or as permitted in Apple's Guidelines. You agree that all goodwill arising out of your authorized use of Apple's marks shall inure to the benefit of and belong to Apple.

**13. No Warranty.** APPLE AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS (COLLECTIVELY, "**APPLE**" FOR PURPOSES OF THIS SECTION 13 AND 14) DO NOT PROMISE THAT THE SITE, CONTENT, SERVICES (INCLUDING, FUNCTIONALITY OR FEATURES OF THE FOREGOING), LABS, DTS SERVICES, OR ANY OTHER INFORMATION OR MATERIALS THAT YOU RECEIVE HEREUNDER AS AN APPLE DEVELOPER (COLLECTIVELY, THE "**SERVICE**" FOR PURPOSES OF THIS SECTION 13 AND 14) WILL BE ACCURATE, RELIABLE, TIMELY, SECURE, ERROR- FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED. THE SERVICE IS PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS AND THE SERVICE IS SUBJECT TO CHANGE WITHOUT NOTICE. APPLE CANNOT ENSURE THAT ANY CONTENT (INCLUDING FILES, INFORMATION OR OTHER DATA) YOU ACCESS OR DOWNLOAD FROM THE SERVICE WILL BE FREE OF VIRUSES, CONTAMINATION OR DESTRUCTIVE FEATURES. FURTHER, APPLE DOES NOT GUARANTEE ANY RESULTS OR IDENTIFICATION OR CORRECTION OF PROBLEMS AS PART OF THE SERVICE AND APPLE DISCLAIMS ANY LIABILITY RELATED THERETO. APPLE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON- INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. APPLE DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SERVICE. YOU ASSUME TOTAL RESPONSIBILITY AND ALL RISKS FOR YOUR USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY INFORMATION OBTAINED THEREON. YOUR SOLE REMEDY AGAINST APPLE FOR DISSATISFACTION WITH THE SERVICE IS TO STOP USING THE SERVICE. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES. TO THE EXTENT THAT APPLE MAKES ANY PRE-RELEASE SOFTWARE, HARDWARE OR OTHER PRODUCTS, SERVICES OR INFORMATION RELATED THERETO AVAILABLE TO YOU AS AN APPLE DEVELOPER, YOU UNDERSTAND THAT APPLE IS UNDER NO OBLIGATION TO PROVIDE UPDATES, ENHANCEMENTS, OR CORRECTIONS, OR TO NOTIFY YOU OF ANY PRODUCT OR SERVICES CHANGES THAT APPLE MAY MAKE, OR TO PUBLICLY ANNOUNCE OR INTRODUCE THE PRODUCT(S) OR SERVICE AT ANY TIME IN THE FUTURE.

**14. Disclaimer of Liability.** TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL APPLE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM DELAY OF DELIVERY, FOR LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, FOR BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR USE OR INABILITY TO USE THE SERVICE, HOWEVER CAUSED, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, OR OTHERWISE, EVEN IF APPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL APPLE'S TOTAL LIABILITY TO YOU UNDER THIS AGREEMENT FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00).

**15. Third-Party Notices and Products.** Third-party software provided by Apple to you as an Apple Developer may be accompanied by its own licensing terms, in which case such licensing terms will govern your use of that particular third-party software. Mention of third-parties and third-party products in any materials, documentation, advertising, or promotions provided to you as an Apple Developer is for informational purposes only and constitutes neither an endorsement nor a recommendation. All third-party product specifications and descriptions are supplied by the respective vendor or supplier, and Apple shall have no responsibility with regard to the selection, performance, or use of these vendors or products. All understandings, agreements, or warranties, if any, take place directly between the vendors and the prospective users.

**16. Export Control.**

A. You may not use or otherwise export or re-export any Apple Confidential Information received from Apple except as authorized by United States law and the laws of the jurisdiction in which the Apple Confidential Information was obtained. In particular, but without limitation, the Apple Confidential Information may not be exported or re-exported (a) into any U.S. embargoed countries or regions or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or any other restricted party lists without required approvals from applicable authorities. By becoming an Apple Developer or using any Apple Confidential Information, you represent and warrant that you are not located in any such country or region or on any such list. You also agree that you will not use any Apple Confidential Information for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, chemical or biological weapons or any other military end uses.

B. You represent and warrant that You and any entity or person that directly or indirectly controls You, or is under common control with You, are not: (a) on any sanctions lists in the countries or regions in which the App Store is available, (b) doing business in any of the U.S. embargoed countries or regions, or (c) a military end user as defined and scoped in 15 C.F.R. § 744. As used in this Section 16, "control" means that an entity or person possesses, directly or indirectly, the power to direct or cause the direction of the management policies of the other entity, whether through ownership of voting securities, an interest in registered capital, by contract, or otherwise.

**17. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law provisions. The parties further submit to and waive any objections to personal jurisdiction of and venue in any of the following forums: U.S. District Court for the Northern District of California, California Superior Court for Santa Clara County, Santa Clara County Municipal Court, or any other forum in Santa Clara County, for any disputes arising out of this Agreement.

**18. Government End Users.** Certain Apple Confidential Information may be considered "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

**19. Miscellaneous.** No delay or failure to take action under this Agreement will constitute a waiver unless expressly waived in writing, signed by a duly authorized representative of Apple, and no single waiver will constitute a continuing or subsequent waiver. This Agreement will bind your successors but may not be assigned, in whole or part, by you without the written approval of an authorized representative of Apple. Any non-conforming assignment shall be null and void. If any provision is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or

contemporaneous understandings regarding such subject matter. No addition to or removal or modification of any of the provisions of this Agreement will be binding upon Apple unless made in writing and signed by an authorized representative of Apple. The parties hereto confirm that they have requested that this Agreement and all attachments and related documents be drafted in English. *Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.*

LYL134 06/05/2023

PLEASE READ THE FOLLOWING LICENSE AGREEMENT TERMS AND CONDITIONS CAREFULLY BEFORE DOWNLOADING OR USING THE APPLE SOFTWARE. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOUR COMPANY/ORGANIZATION AND APPLE.

# Apple Developer Enterprise Program License Agreement

(for in-house, internal use applications for employees)

## Purpose

Your company, organization or educational institution would like to use the Apple Software (as defined below) to develop one or more Internal Use Applications (as defined below) for Apple-branded products running iOS, watchOS, tvOS, iPadOS, visionOS, and/or macOS, and to deploy these Applications only for internal use by employees within Your company, organization or educational institution or for limited use as expressly set forth herein. Apple is willing to grant You a limited license to use the Apple Software to develop and test Your Internal Use Applications, and to deploy such Applications internally and as otherwise permitted herein on the terms and conditions set forth in this Agreement. You may also create Passes (as defined below) for use on Apple-branded products running iOS or watchOS under this Agreement. Internal Use Applications developed for macOS can be distributed under this Agreement using an Apple Certificate or may be separately distributed.

**Note:** This Program is for internal use, custom applications that are developed by You for Your specific business purposes and only for use by Your employees and, in limited cases, by certain other parties as set forth herein. If You want to distribute applications for iOS, watchOS, tvOS, or visionOS to third parties or obtain an application from a third party, then You must use the App Store or Custom App Distribution (if available) for distribution.

## 1. Accepting this Agreement; Definitions

### 1.1 Acceptance

In order to use the Apple Software and Services, You must first accept this Agreement. If You do not or cannot accept this Agreement, You are not permitted to use the Apple Software or Services. Do not download or use the Apple Software or Services in that case. You accept and agree to the terms of this Agreement on Your company's, organization's, educational institution's, or agency, instrumentality, or department of the federal government's behalf, as its authorized legal representative, by doing either of the following:

- (a) checking the box displayed at the end of this Agreement if You are reading this on an Apple website; or
- (b) clicking an "Agree" or similar button, where this option is provided by Apple.

### 1.2 Definitions

Whenever capitalized in this Agreement:

**"Ad Network APIs"** means the Documented APIs that provide a way to validate the successful conversion of advertising campaigns on supported Apple-branded products using a combination of cryptographic signatures and a registration process with Apple.

**"Ad Support APIs"** means the Documented APIs that provide the Advertising Identifier and Tracking Preference.

**"Advertising Identifier"** means a unique, non-personal, non-permanent identifier provided through the Ad Support APIs that are associated with a particular Apple-branded device and are

to be used solely for advertising purposes, unless otherwise expressly approved by Apple in writing.

**“Agreement”** means this Apple Developer Enterprise Program License Agreement, including any attachments which are hereby incorporated by this reference. For clarity, this Agreement supersedes the iOS Developer Enterprise Program License Agreement (including any attachments thereto) and the Mac Developer Program License Agreement.

**“Apple”** means Apple Inc., a California corporation with its principal place of business at One Apple Park Way, Cupertino, California 95014, U.S.A.

**“Apple Certificates”** or **“Certificate”** means the Apple-issued digital certificates provided to You by Apple under the Program.

**“Apple Maps Server API”** means the set of Documented APIs that enable You to add server-to-server mapping features or functionality to Your Applications, websites, or web applications.

**“Apple Maps Service”** means the mapping platform and Map Data provided by Apple via the MapKit API and/or Apple Maps Server API for use by You only in connection with Your Internal Use Applications, or the mapping platform and Map Data provided by Apple via MapKit JS and related map content tools (e.g., MapSnapshotter) for use by You only in connection with Your Internal Use Applications, websites, or web applications.

**“Apple Push Notification Service”** or **“APN”** means the Apple Push Notification service that Apple may provide to You to enable You to transmit Push Notifications to Your Internal Use Applications or via the MDM Protocol or for use as otherwise permitted herein.

**“APN API”** means the Documented API that enables You to use the APN to deliver a Push Notification to Your Internal Use Application or for use as otherwise permitted herein.

**“Apple Services”** or **“Services”** means the developer services that Apple may provide or make available through the Apple Software or as part of the Program for use with Your Covered Products or development, including any Updates thereto (if any) that may be provided to You by Apple under the Program.

**“Apple Software”** means Apple SDKs, iOS, watchOS, tvOS, iPadOS, visionOS, and/or macOS, the Provisioning Profiles, and any other software that Apple provides to You under the Program, including any Updates thereto (if any) that may be provided to You by Apple under the Program.

**“Apple SDKs”** means the Apple-proprietary Software Development Kits (SDKs) provided hereunder, including but not limited to header files, APIs, libraries, simulators, and software (source code and object code) labeled as part of the iOS, watchOS, tvOS, iPadOS, visionOS, or Mac SDK and included in the Xcode Developer Tools package for purposes of targeting Apple-branded products running iOS, watchOS, tvOS, iPadOS, visionOS, and/or macOS, respectively.

**“Apple Subsidiary”** means a corporation at least fifty percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are owned or controlled, directly or indirectly, by Apple, and that is involved in the operation of or otherwise affiliated with the App Store, and as otherwise referenced herein (e.g., Attachment 3).

**“Apple TV”** means an Apple-branded product that runs the tvOS.

**“Apple Watch”** means an Apple-branded product that runs the watchOS.

**“Authorized Developers”** means Your employees and contractors, members of Your



organization or, if You are an educational institution, Your faculty and staff who (a) each have an active and valid Apple Developer account with Apple, (b) have a demonstrable need to know or use the Apple Software in order to develop and test Covered Products, and (c) to the extent such individuals will have access to Apple Confidential Information, each have written and binding agreements with You to protect the unauthorized use and disclosure of such Apple Confidential Information.

**“Authorized Test Units”** means Apple-branded hardware units owned or controlled by You that have been designated by You for Your own testing and development purposes under this Program, and if You permit, Apple-branded hardware units owned or controlled by Your Authorized Developers so long as such units are used for testing and development purposes on Your behalf and only as permitted hereunder.

**“ClassKit APIs”** means the Documented APIs that enable You to send student progress data for use in a school-managed environment.

**“CloudKit APIs”** means the Documented APIs that enable Your Internal Use Applications, Web Software and/or Your end-users (if You permit them) to read, write, query and/or retrieve structured data from public and/or private containers in iCloud.

**“Configuration Profile(s)”** means an XML file that allows You to distribute configuration information (e.g., VPN or Wi-Fi settings) and restrictions on device features (e.g., disabling the camera) to compatible Apple-branded products through Apple Configurator or other similar Apple-branded software tools, email, a webpage, or over-the-air deployment, or via MDM.

**“Contract Employees”** means individuals who perform work or provide services on Your (or Your Permitted Entity’s) behalf on a non-piece-rate basis, and who have internal use access to Your (or Your Permitted Entity’s) private information technology systems (e.g., VPN) and/or secured physical premises (e.g., badge access to corporate facilities). For clarity, “gig workers” who perform work or provide services in the form of piece-rate or task-based transactions are not included in this definition.

**“Covered Products”** means Your Internal Use Applications, Libraries, Passes, and/or Safari Push Notifications developed under this Agreement.

**“Demo Recipient”** means a current user of Your products or services or a user to whom You are providing a demonstration of Your products or services.

**“Deployment Devices”** collectively means (a) Authorized Test Units, and (b) other supported Apple-branded products owned or controlled by: (i) You or Your Permitted Entity, and/or (ii) Your employees or Permitted Users but only to the extent that You (or Your Permitted Entity) have the ability to remove or disable Your Internal Use Application from such devices.

**“DeviceCheck APIs”** means the set of APIs, including server-side APIs, that enable You to set and query two bits of data associated with a device and the date on which such bits were last updated.

**“DeviceCheck Data”** means the data stored and returned through the DeviceCheck APIs.

**“Documentation”** means any technical or other specifications or documentation that Apple may provide to You for use in connection with the Apple Software, Apple Services, Apple Certificates, or otherwise as part of the Program, including the App Store Review Guidelines.

**“Documented API(s)”** means the Application Programming Interface(s) documented by Apple in published Apple Documentation and which are contained in the Apple Software.

**“Face Data”** means information related to human faces (e.g., face mesh data, facial map data, face modeling data, facial coordinates or facial landmark data, including data from an uploaded photo) that is obtained from a user’s device and/or through the use of the Apple Software (e.g., through ARKit, the Camera APIs, or the Photo APIs), or that is provided by a user in or through an Internal Use Application (e.g., uploads for a facial analysis service).

**“FOSS”** (Free and Open Source Software) means any software that is subject to terms that, as a condition of use, copying, modification or redistribution, require such software and/or derivative works thereof to be disclosed or distributed in source code form, to be licensed for the purpose of making derivative works, or to be redistributed free of charge, including without limitation software distributed under the GNU General Public License or GNU Lesser/Library GPL.

**“HealthKit APIs”** means the Documented APIs that enable reading, writing, queries and/or retrieval of an end-user’s health and/or fitness information in Apple’s Health application.

**“HomeKit Accessory Protocol”** means the proprietary protocol licensed by Apple under the MFi Program that enables home accessories designed to work with the HomeKit APIs (e.g., lights, locks) to communicate with supported Apple-branded products.

**“HomeKit APIs”** means the Documented APIs that enable reading, writing, queries and/or retrieval of an end-user’s home configuration or home automation information from that end-user’s designated area of Apple’s HomeKit Database.

**“HomeKit Database”** means Apple’s repository for storing and managing information about an end-user’s Licensed HomeKit Accessories and associated information.

**“iCloud”** or **“iCloud service”** means the iCloud online service provided by Apple that includes remote online storage.

**“iCloud Storage APIs”** means the Documented APIs that allow storage and/or retrieval of user-generated documents and other files, and allow storage and/or retrieval of key value data (e.g., a list of stocks in a finance App, settings for an App) for Internal Use Applications and Web Software through the use of iCloud.

**“Internal Use Application”** means a software program (including extensions, fonts, media, and Libraries that are enclosed in a single software bundle) that is developed by You on a custom basis for Your own in-house business purposes (e.g., an inventory app specific to Your business) for specific use with an Apple-branded product running iOS, watchOS, tvOS, iPadOS, visionOS, and/or macOS, as applicable, and solely for internal use (e.g., not downloadable on a public website) by Your employees or Permitted Users (and Authorized Developers for testing and development only), or as otherwise expressly permitted in **Section 2.1(f)**. Except as otherwise expressly permitted herein, specifically excluded from Internal Use Applications are any programs or applications that may be used, distributed, or otherwise made available to other companies, contractors (except for contractors who are developing the Internal Use Application for You on a custom basis and therefore need to use or have access to such Application), distributors, vendors, resellers, end-users or members of the general public. For the sake of clarity, Internal Use Applications do not include third-party applications even if some customization has been done and Internal Use Applications may not be made publicly available.

**“iOS”** means the iOS operating system software provided by Apple for use by You only in connection with Your Internal Use Application development and testing, including any successor versions thereof.

**“iPadOS”** means the iPadOS operating system software provided by Apple for use by You only in connection with Your Internal Use Application development and testing, including any successor versions thereof.

**“iPod Accessory Protocol”** or **“iAP”** means Apple’s proprietary protocol for communicating with supported Apple-branded products and which is licensed under the MFi Program.

**“Library”** means a code module that cannot be installed or executed separately from an Internal Use Application and that is developed by You in compliance with the Documentation and Program Requirements only for use with Apple-branded products.

**“Licensed HomeKit Accessories”** means hardware accessories licensed under the MFi Program that support the HomeKit Accessory Protocol.

**“Local Notification”** means a message, including any content or data therein, that Your Internal Use Application delivers to end-users at a pre-determined time or when Your Internal Use Application is running in the background and another application is running in the foreground.

**“macOS”** means the macOS operating system software provided by Apple for use by You, including any successor versions thereof.

**“macOS Product”** means an Apple-branded product that runs macOS.

**“Map Data”** means any content, data or information provided through the Apple Maps Service including, but not limited to, imagery, terrain data, latitude and longitude coordinates, transit data, points of interest and traffic data.

**“MapKit API”** means the Documented client-side API that enables You to add mapping features or functionality to Internal Use Applications.

**“MapKit JS”** means the JavaScript library that enables You to add mapping features or functionality to Your Internal Use Applications, websites, or web applications.

**“Mobile Device Management”** (MDM) means the device management functionality and related APIs provided by Apple that enable remote management and configuration of supported Apple-branded products through the use of the MDM Protocol and Apple-issued certificates.

**“MDM Compatible Products”** means enterprise server software products that enable management of supported Apple-branded products using the MDM Protocol (which Apple may provide to You at its option), and whose primary purpose is enterprise device management. For clarity, products that are for consumer or personal use are excluded from MDM Compatible Products, except as otherwise expressly permitted in writing by Apple.

**“MDM Customer”** means a commercial enterprise, such as a business organization, educational institution, or government agency, that is a customer of Your MDM Compatible Products. For clarity, MDM Customer specifically excludes consumers or personal users, except as otherwise expressly permitted in writing by Apple.

**“MDM Protocol”** means the proprietary protocol documentation that Apple, at its option, may provide to You under this Agreement to enable You to interact with, manage, configure and query supported Apple-branded products as expressly permitted herein.

**“Merchant”** means a party who uses the TTPI APIs to perform age or ID verification via Your Internal Use Application.

**“MFi Accessory”** means a non-Apple branded hardware device that interfaces, communicates, or otherwise interoperates with or controls an Apple-branded product using technology licensed under the MFi Program (e.g., the ability to control a supported Apple-branded product through the iPod Accessory Protocol).

**“MFi Licensee”** means a party who has been granted a license by Apple under the MFi Program.

**“MFi Program”** means a separate Apple program that offers developers, among other things, a license to incorporate or use certain Apple technology in or with hardware accessories or devices for purposes of interfacing, communicating or otherwise interoperating with or controlling select Apple-branded products.

**“Motion & Fitness APIs”** means the Documented APIs that are controlled by the Motion & Fitness privacy setting in a compatible Apple-branded product and that enable access to motion and fitness sensor data (e.g., body motion, step count, stairs climbed), unless the end-user has disabled access to such data.

**“Multitasking”** means the ability of Internal Use Applications to run in the background while other Applications are also running.

**“MusicKit APIs”** means the set of APIs that enable Apple Music users to access their subscription through Your Internal Use Application or as otherwise permitted by Apple in the Documentation.

**“MusicKit Content”** means music, video, and/or graphical content rendered through the MusicKit APIs.

**“MusicKit JS”** means the JavaScript library that enables Apple Music users to access their subscription through Your Internal Use Applications, websites, or web applications.

**“Network Extension Framework”** means the Documented APIs that provide Applications with the ability to customize certain networking features of compatible Apple-branded products (e.g., customizing the authentication process for WiFi Hotspots, VPN features, and content filtering mechanisms).

**“Pass(es)”** means one or more digital passes (e.g., movie tickets, coupons, loyalty reward vouchers, boarding passes, membership cards, etc.) developed by You under this Agreement, under Your own trademark or brand, and which are signed with Your Pass Type ID, or otherwise developed by You in accordance with the Documentation.

**“Pass Type ID”** means the combination of an Apple Certificate and Push Application ID that is used by You to sign Your Passes and/or communicate with the APN.

**“Payment Service Provider”** means a provider that: (a) provides payment processing services involving the processing of TTP Data for You, whether directly or indirectly, and (b) is set forth in the Documentation.

**“Permitted Entity”** means (a) if You are a vehicle manufacturer, Your authorized vehicle dealerships and certified service partners; (b) if You are a hotel holding company, hotel properties operating under Your name, trademark or brand (or a name, trademark or brand it owns or controls); or (c) other similar entities that Apple may approve in writing in its sole discretion.

**“Permitted Users”** means employees of Your Permitted Entity, Contract Employees of You or Your Permitted Entity, and other authorized users approved by Apple in advance and in writing, all of whom have written and binding agreements with You or Your Permitted Entity to protect Your Internal Use Application from unauthorized use in accordance with the terms of this Agreement. In addition, the term “Permitted Users” shall include the following additional parties only: if You are an educational institution, the term “Permitted Users” also includes faculty, staff and students of Your institution, and if You are a hospital, the term “Permitted Users” also includes credentialed physicians, referring physicians and clinicians.

“**Program**” means the overall development, testing, digital signing, and limited distribution program contemplated in this Agreement.

“**Program Requirements**” mean the technical, human interface, design, product category, security, performance, and other criteria and requirements specified by Apple, including but not limited to the current set of requirements set forth in **Section 3.3**, as they may be modified from time to time by Apple in accordance with this Agreement.

“**Provisioning Profiles**” means the files (including applicable entitlements or other identifiers) that are provided by Apple for use by You in connection with Your Internal Use Application development and testing, and limited distribution of Your Internal Use Applications as permitted hereunder.

“**Push Application ID**” means the unique identification number or other identifier that Apple assigns to an Internal Use Application, Pass or Site in order to permit it to access and use the APN, or for use with MDM or to deliver Configuration Profiles.

“**Push Notification**” or “**Safari Push Notification**” means a notification, including any content or data therein, that You transmit to end-users for delivery in Your Internal Use Application, Your Pass, and/or in the case of macOS, to the macOS desktop of users of Your Site who have opted in to receive such messages through Safari on macOS, and/or that is delivered through the use of MDM or to deliver Configuration Profiles.

“**ShazamKit APIs**” means the Documented APIs that enable You to add audio-based recognition features or functionality to Your Internal Use Application.

“**ShazamKit Content**” means metadata, music, and/or graphical content provided by Apple and rendered through the ShazamKit APIs, including but not limited to MusicKit Content.

“**SiriKit**” means the set of APIs that allow Your Application to access or provide SiriKit domains, intents, shortcuts, donations, and other related functionality, as set forth in the Documentation.

“**Site**” means a website provided by You under Your own name, trademark or brand.

“**Tap to Pay Data**” or “**TTP Data**” means Your customer’s data package passed through the Apple Software and Tap to Pay APIs as part of a transaction (e.g., primary account number, transaction amount, etc.).

“**Tap to Pay APIs**” or “**TTP APIs**” means the Documented APIs that enable You to conduct transactions through the use of Your Internal Use Application.

“**Tap to Present ID Data**” or “**TTPI Data**” means the end user’s data package passed through the Apple Software and Tap to Present ID APIs as part of the age or ID verification process.

“**Tap to Present ID APIs**” or “**TTPI APIs**” means the Documented APIs that enable You and/or Merchants to verify the end users’ age or ID information through the use of Your Application.

“**Term**” means the period described in **Section 11**.

“**Tracking Preference**” means the Apple setting that enables an end-user to set an ad tracking preference.

“**tvOS**” means the tvOS operating system software, including any successor versions thereof.

“**Updates**” means bug fixes, updates, upgrades, modifications, enhancements, supplements, and new releases or versions of the Apple Software or Services, or to any part of the Apple Software or Services.

“**visionOS**” means the visionOS operating system software, including any successor versions thereof.

“**Wallet**” means Apple’s application that has the ability to store and display Passes for use on iOS, iPadOS, watchOS, or Safari on macOS.

“**WatchKit Extension**” means an extension bundled as part of Your Internal Use Application that accesses the WatchKit framework on iOS to run and display a WatchKit app on the watchOS.

“**watchOS**” means the watchOS operating system software, including any successor versions thereof.

“**Web Software**” means web-based versions of Your software applications that have the same title and substantially equivalent features and functionality as Your Internal Use Application (e.g., feature parity).

“**Website Push ID**” means the combination of an Apple Certificate and Push Application ID that is used by You to sign Your Site’s registration bundle and/or communicate with the APN.

“**You**” and “**Your**” means and refers to the legal entity (whether the company, organization, educational institution, or governmental agency, instrumentality, or department) that has accepted this Agreement under its own developer account and is using the Apple Software or otherwise exercising rights under this Agreement.

**Note:** For the sake of clarity, You may authorize contractors to develop Internal Use Applications on Your behalf, but any such Internal Use Applications must be owned by You, developed under Your own developer account, and deployed as Internal Use Applications only as expressly permitted herein. You are responsible to Apple for Your contractors’ activities under Your account (e.g., adding them to Your team to perform development work for You) and their compliance with this Agreement. Any actions undertaken by Your contractors arising out of this Agreement shall be deemed to have been taken by You, and You (in addition to Your contractors) shall be responsible to Apple for all such actions.

## **2. Internal Use License and Restrictions**

### **2.1 Permitted Uses and Restrictions; Program services**

Subject to the terms and conditions of this Agreement, Apple hereby grants You during the Term, a limited, non-exclusive, personal, revocable, non-sublicensable and non-transferable license to:

(a) Install a reasonable number of copies of the Apple Software on Apple-branded computers owned or controlled by You, to be used internally by You or Your Authorized Developers for the sole purpose of developing or testing Your Covered Products, except as otherwise expressly permitted in this Agreement;

(b) Make and distribute a reasonable number of copies of the Documentation to Authorized Developers for their internal use only and for the sole purpose of developing or testing Your Covered Products, except as otherwise expressly permitted in this Agreement;

(c) Install Provisioning Profiles on each of Your Authorized Test Units, up to the number of Authorized Test Units that You have acquired licenses for, to be used internally by You or Your Authorized Developers for the sole purpose of developing and testing Your Covered Products, except as otherwise expressly permitted in this Agreement;

(d) Distribute Provisioning Profiles only to Your Authorized Developers and only in conjunction with Your Internal Use Applications for the purpose of developing and testing Your Internal Use

Applications on Authorized Test Devices;

(e) Distribute Provisioning Profiles only to Your employees and/or Permitted Users in conjunction with Your deployment of Your Internal Use Applications on Deployment Devices for internal use by Your employees and/or Permitted Users;

(f) Allow Your Demo Recipients to use Your Internal Use Applications on Deployment Devices, but only (i) on Your physical premises and/or on Your Permitted Entity's physical premises while under the direct supervision of Your employees or Permitted Users (e.g., a user study conducted in a lab on Your premises), or (ii) in other locations, provided all such use is while under the direct supervision and physical control of Your employees or Permitted Users (e.g., a sales presentation by an Employee); and

(g) Incorporate the Apple Certificates issued to You pursuant to this Agreement for purposes of digitally signing Your Internal Use Applications, Passes, Safari Push Notifications, and as otherwise expressly permitted by this Agreement.

Except as set forth in **Section 2.1**, You may not use, distribute or otherwise make Your Internal Use Applications available to any third parties in any way. You may permit Your Permitted Entity to deploy Your Internal Use Applications to Permitted Users on Your behalf, provided that such deployment is at least as restrictive and protective of Apple as the terms of this Agreement (e.g., posting the App on a public website or non-authenticated server would be prohibited). Any actions undertaken by Your Permitted Entity in relation to such deployment and/or arising out of this Agreement shall be deemed to have been taken by You, and You (in addition to Your Permitted Entity) shall be responsible to Apple for all such actions. Apple reserves the right to set the limited number of devices that each Licensee may register as an Authorized Test Unit and obtain licenses for under this Program.

Apple may provide access to services by or through the Program for You to use with Your developer account (e.g., device or app provisioning, managing teams or other account resources). You agree to access such services only through the Program web portal (which is accessed through Apple's developer website) or through Apple-branded products that are designed to work in conjunction with the Program (e.g., Xcode) and only as authorized by Apple. If You (or Your Authorized Developers) access Your developer account through these other Apple-branded products, You acknowledge and agree that this Agreement shall continue to apply to any use of Your developer account and to any features or functionality of the Program that are made available to You (or Your Authorized Developers) in this manner (e.g., Apple Certificates and Provisioning Profiles can be used only in the limited manner permitted herein, etc.). You agree not to create or attempt to create a substitute or similar service through use of or access to the services provided by or through the Program. If Apple provides power and performance metrics for Your Internal Use Application, You agree that such metrics may be used solely for Your own internal use and may not be provided to any third party (except as set forth in Section 2.9). Further, You may only access such services using the Apple ID associated with Your developer account or authentication credentials (e.g., keys, tokens, password) associated with Your developer account, and You are fully responsible for safeguarding Your Apple ID and authentication credentials from compromise and for using them only as authorized by Apple and in accordance with the terms of this Agreement, including but not limited to **Section 2.8** and **5**. Except as otherwise expressly permitted herein, You agree not to share, sell, resell, rent, lease, lend, or otherwise provide access to Your developer account or any services provided therewith, in whole or in part, to anyone who is not an Authorized Developer on Your team, and You agree not to solicit or request Apple Developer Program members to provide You with their Apple IDs, authentication credentials, and/or related account information and materials (e.g., Apple Certificates used for distribution). You understand that each team member must have their own Apple ID or authentication credentials to access Your account, and You shall be fully responsible for all activity performed through or in connection with Your account. To the extent that You own or control an Apple-branded computer running Apple's macOS Server or Xcode Server ("**Server**") and would like to use it for Your own development purposes in connection with the Program, You agree to use Your own Apple ID or other authentication credentials for such Server, and You shall be responsible for all actions performed by such Server.

## **2.2 Authorized Test Units and Pre-Release Apple Software**

As long as an Authorized Test Unit contains any pre-release versions of the Apple Software or uses pre-release versions of Services, You agree to restrict access to such Authorized Test Unit to Your Authorized Developers and to not disclose, show, rent, lease, lend, sell or otherwise transfer such Authorized Test Unit to any third party. You further agree to take reasonable precautions to safeguard, and to instruct Your Authorized Developers to safeguard, all Authorized Test Units from loss or theft.

**You acknowledge that by installing any pre-release Apple Software or using any pre-release Services on Your Authorized Test Units, these Units may be “locked” into testing mode and may not be capable of being restored to their original condition.** Any use of any pre-release Apple Software or pre-release Services are for evaluation and development purposes only, and You should not use any pre-release Apple Software or pre-release Services in a commercial operating environment or with important data. You should back up any data prior to using the pre-release Apple Software or pre-release Services. Apple shall not be responsible for any costs, expenses or other liabilities You may incur as a result of provisioning Your Deployment Devices or Authorized Test Units, Your Covered Product development or the installation or use of this Apple Software or any pre-release Apple Services, including but not limited to any damage to any equipment, or any damage, loss, or corruption of any software, information or data.

## **2.3 Confidential Nature of Pre-Release Apple Software and Services**

From time to time during the Term, Apple may provide You with pre-release versions of the Apple Software or Services that constitute Apple Confidential Information and are subject to the confidentiality obligations of this Agreement, except as otherwise set forth herein. Such pre-release Apple Software and Services should not be relied upon to perform in the same manner as a final-release, commercial-grade product, nor used with data that is not sufficiently and regularly backed up, and may include features, functionality or APIs for software or services that are not yet available. You acknowledge that Apple may not have publicly announced the availability of such pre-release Apple Software or Services, that Apple has not promised or guaranteed to You that such pre-release software or services will be announced or made available to anyone in the future, and that Apple has no express or implied obligation to You to announce or commercially introduce such software or services or any similar or compatible technology. You expressly acknowledge and agree that any research or development that You perform with respect to pre-release versions of the Apple Software or Services is done entirely at Your own risk. You agree not to provide any pre-release versions of the Apple Software or Services to anyone other than Your Authorized Developers.

## **2.4 Copies**

You agree to retain and reproduce in full the Apple copyright, disclaimers and other proprietary notices (as they appear in the Apple Software and Documentation provided) in all copies of the Apple Software and Documentation that You are permitted to make under this Agreement.

## **2.5 Ownership**

Apple retains all rights, title, and interest in and to the Apple Software, Services, and any Updates it may make available to You under this Agreement. You agree to cooperate with Apple to maintain Apple's ownership of the Apple Software and Services, and, to the extent that You become aware of any claims relating to the Apple Software or Services, You agree to use reasonable efforts to promptly provide notice of any such claims to Apple. The parties acknowledge that this Agreement does not give Apple any ownership interest in Your Covered Products.

## **2.6 No Other Permitted Uses**

Except as otherwise set forth in this Agreement, You agree not to rent, lease, lend, upload to or host on any website or server, sell, redistribute, or sublicense the Apple Software, Apple Certificates, or any Services, in whole or in part, or to enable others to do so. You may not use



the Apple Software, Apple Certificates, or any Services provided hereunder for any purpose not expressly permitted by this Agreement, including any applicable Attachments. You agree not to install, use or run the Apple SDKs on any non-Apple-branded computer, and not to install, use or run iOS, watchOS, tvOS, iPadOS, macOS, visionOS, or Provisioning Profiles on or in connection with devices other than Apple-branded products, or to enable others to do so. You may not and You agree not to, or to enable others to, copy (except as expressly permitted under this Agreement), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, decrypt, or create derivative works of the Apple Software, Apple Certificates or any Services provided by the Apple Software or otherwise provided hereunder, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by licensing terms governing use of open-sourced components or sample code included with the Apple Software). You agree not to exploit any Apple Software, Apple Certificates, or Services provided hereunder in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity, or by harvesting or misusing data provided by such Apple Software, Apple Certificates, or Services. Any attempt to do so is a violation of the rights of Apple and its licensors of the Apple Software or Services. If You breach any of the foregoing restrictions, You may be subject to prosecution and damages. All licenses not expressly granted in this Agreement are reserved and no other licenses, immunity or rights, express or implied are granted by Apple, by implication, estoppel, or otherwise. This Agreement does not grant You any rights to use any trademarks, logos or service marks belonging to Apple, including but not limited to the iPhone or iPod word marks. If You make reference to any Apple products or technology or use Apple's trademarks, You agree to comply with the published guidelines at <https://www.apple.com/legal/intellectual-property/guidelinesfor3rdparties.html>, as they may be modified by Apple from time to time.

## **2.7 Updates; No Support or Maintenance**

Apple may extend, enhance, or otherwise modify the Apple Software or Services (or any part thereof) provided hereunder at any time without notice, but Apple shall not be obligated to provide You with any Updates to the Apple Software or Services. If Updates are made available by Apple, the terms of this Agreement will govern such Updates, unless the Update is accompanied by a separate license in which case the terms of that license will govern. You understand that such modifications may require You to change or update Your Covered Products. Further, You acknowledge and agree that such modifications may affect Your ability to use, access, or interact with the Apple Software and Services. Apple is not obligated to provide any maintenance, technical or other support for the Apple Software or Services. You acknowledge that Apple has no express or implied obligation to announce or make available any Updates to the Apple Software or to any Services to anyone in the future. Should an Update be made available, it may have APIs, features, services or functionality that are different from those found in the Apple Software licensed hereunder or the services provided hereunder.

## **2.8 Use of Apple Services**

Apple may provide access to Apple Services that Your Covered Products may call through APIs in the Apple Software and/or that Apple makes available to You through other mechanisms, e.g., through the use of keys that Apple may make accessible to You under the Program. You agree to access such Apple Services only through the mechanisms provided by Apple for such access and only for use on Apple-branded products. Except as permitted in **Section 2.9 (Third-Party Service Providers)** or as otherwise set forth herein, You agree not to share access to mechanisms provided to You by Apple for the use of the Services with any third party. Further, You agree not to create or attempt to create a substitute or similar service through use of or access to the Apple Services.

You agree to access and use such Services only as necessary for providing services and functionality for Your Covered Products that are eligible to use such Services and only as permitted by Apple in writing, including in the Documentation. You may not use the Apple Services in any manner that is inconsistent with the terms of this Agreement or that infringes any

intellectual property rights of a third party or Apple, or that violates any applicable laws or regulations. You agree that the Apple Services contain proprietary content, information and material owned by Apple and its licensors, and protected by applicable intellectual property and other laws. You may not use such proprietary content, information or materials in any way whatsoever, except for the permitted uses of the Apple Services under this Agreement, or as otherwise agreed by Apple in writing.

You understand there may be storage capacity, transmission, and/or transactional limits for the Apple Services both for You as a developer and for Your end-users. If You reach or Your end-user reaches such limits, then You or Your end-user may be unable to use the Apple Services or may be unable to access or retrieve data from such Services through Your Covered Products or through the applicable end-user accounts. You agree not to charge any fees to end-users solely for access to or use of the Apple Services through Your Covered Products or for any content, data or information provided therein, and You agree not to sell access to the Apple Services in any way. You agree not to fraudulently create any end-user accounts or induce any end-user to violate the terms of their applicable end-user terms or service agreement with Apple or to violate any Apple usage policies for such end-user services. Except as expressly set forth herein, You agree not to interfere with an end-user's ability to access or use any such services.

Apple reserves the right to change, suspend, deprecate, deny, limit, or disable access to the Apple Services, or any part thereof, at any time without notice (including but not limited to revoking entitlements or changing any APIs in the Apple Software that enable access to the Services or not providing You with an entitlement). In no event will Apple be liable for the removal of or disabling of access to any of the foregoing. Apple may also impose limits and restrictions on the use of or access to the Apple Services, may remove the Apple Services for indefinite time periods, may revoke Your access to the Apple Services, or may cancel the Apple Services (or any part thereof) at any time without notice or liability to You and in its sole discretion.

Apple does not guarantee the availability, accuracy, completeness, reliability, or timeliness of any data or information displayed by any Apple Services. To the extent You choose to use the Apple Services with Your Covered Products, You are responsible for Your reliance on any such data or information. You are responsible for Your use of the Apple Software and Apple Services, and if You use such Services, then it is Your responsibility to maintain appropriate alternate backup of all Your content, information and data, including but not limited to any content that You may provide to Apple for hosting as part of Your use of the Services. You understand and agree that You may not be able to access certain Apple Services upon expiration or termination of this Agreement and that Apple reserves the right to suspend access to or delete content, data or information that You or Your Covered Product have stored through Your use of such Services provided hereunder. You should review the Documentation and policy notices posted by Apple prior to using any Apple Services.

Apple Services may not be available in all languages or in all countries or regions, and Apple makes no representation that any such Services would be appropriate, accurate or available for use in any particular location or product. To the extent You choose to use the Apple Services with Your Applications, You do so at Your own initiative and are responsible for compliance with any applicable laws. Apple reserves the right to charge fees for Your use of the Apple Services. Apple will inform You of any Apple Service fees or fee changes by email and information about such fees will be posted in the Program web portal or the CloudKit console. Apple Service availability and pricing are subject to change. Further, Apple Services may not be made available for all Covered Products and may not be made available to all developers. Apple reserves the right to not provide (or to cease providing) the Apple Services to any or all developers at any time in its sole discretion.

## **2.9 Third-Party Service Providers**

Unless otherwise prohibited by Apple in the Documentation or this Agreement, You are permitted to employ or retain a third party (“**Service Provider**”) to assist You in using the Apple Software and Services provided pursuant to this Agreement, including, but not limited to, engaging any such Service Provider to maintain and administer Your Internal Use Applications’ servers on Your behalf, provided that any such Service Provider’s use of the Apple Software and Services or any materials associated therewith is done solely on Your behalf and only in accordance with these terms. You agree to have a binding written agreement with Your Service Provider with terms at least as restrictive and protective of Apple as those set forth herein. Any actions undertaken by any such Service Provider in relation to Your Internal Use Applications or use of the Apple Software or Apple Services and/or arising out of this Agreement shall be deemed to have been taken by You, and You (in addition to the Service Provider) shall be responsible to Apple for all such actions (or any inactions). In the event of any actions or inactions by the Service Provider that would constitute a violation of this Agreement or otherwise cause any harm, Apple reserves the right to require You to cease using such Service Provider.

## **3. Your Obligations**

### **3.1 General**

You certify to Apple and agree that:

- (a) You are of the legal age of majority in the jurisdiction in which You reside (at least 18 years of age in many countries or regions) and have the right and authority to enter into this Agreement on behalf of Your company, organization, educational institution, or agency, instrumentality, or department of the federal government and to legally bind such entity or organization to the terms and obligations of this Agreement;
- (b) All information provided by You to Apple or Your end-users in connection with this Agreement or Your Covered Products will be current, true, accurate, supportable and complete and, with regard to information You provide to Apple, You will promptly notify Apple of any changes to such information. It is Your responsibility to inform Apple of any such changes so that Apple may contact You regarding Your Program account;
- (c) You will comply with the terms of and fulfill Your obligations under this Agreement;
- (d) You agree to monitor and be responsible for Your Authorized Developers’, employees’, Permitted Users’, and Demo Recipients’ use of the Apple Software, Services and Deployment Devices, including but not limited to obtaining any required consents for Your employees’ use of the Apple Software and Services, and You agree to monitor and be fully responsible for use of Your Internal Use Applications by Your Authorized Developers, employees, Permitted Users and Demo Recipients;
- (e) You will be solely responsible for all costs, expenses, losses and liabilities incurred, and activities undertaken by You, Your Permitted Entity, Your Authorized Developers, employees, Your Permitted Users, and Your Demo Recipients in connection with the Apple Software, Services, the Deployment Devices, Your Covered Products and Your related development and deployment efforts pursuant to this Agreement; and
- (f) You will not act in any manner which conflicts or interferes with any existing commitment or obligation You may have and no agreement previously entered into by You will interfere with Your performance of Your obligations under this Agreement.

### **3.2 Use of the Apple Software and Apple Services**

As a condition to using the Apple Software and any Apple Services, You agree that:

- (a) You will use the Apple Software and any services only for the purposes and in the manner expressly permitted by this Agreement and in accordance with all applicable laws and regulations;
- (b) You will not use the Apple Software or any Apple Services: (1) for any unlawful or illegal activity, nor to develop any Covered Product, which would commit or facilitate the commission of a crime, or other tortious, unlawful or illegal act; (2) to threaten, incite, or promote violence, terrorism, or other serious harm; or (3) to create or distribute any content or activity that promotes child sexual exploitation or abuse;

(c) Your Internal Use Application, Library and/or Pass will be developed in compliance with the Documentation and the Program Requirements, the current set of which is set forth in **Section 3.3** below;

(d) To the best of Your knowledge and belief, Your Covered Products do not and will not violate, misappropriate, or infringe any Apple or third-party copyrights, trademarks, rights of privacy and publicity, trade secrets, patents, or other proprietary or legal rights (e.g., musical composition or performance rights, video rights, photography or image rights, logo rights, third-party data rights, etc. for content and materials that may be included in Your Internal Use Application or Pass);

(e) You will not, through use of the Apple Software, Apple Certificates, Apple Services or otherwise, create any Covered Product or other code or program that would: (1) disable, hack or otherwise interfere with any security, digital signing, digital rights management, verification or authentication mechanisms implemented in or by iOS, watchOS, iPadOS, tvOS, visionOS, the Apple Software, or any Services, or other Apple software or technology, or enable others to do so (except to the extent expressly permitted by Apple in writing); or (2) violate the security, integrity, or availability of any user, network, computer or communications system;

(f) You will not, directly or indirectly, commit any act intended to interfere with the Apple Software or Services, the intent of this Agreement, or Apple's business practices including, but not limited to, taking actions that may hinder the performance or intended use of the Apple Software, or the Program. Further, You will not engage, or encourage others to engage, in any unlawful, unfair, misleading, fraudulent, improper, or dishonest acts or business practices relating to Your Covered Products (e.g., deceptive business practices, unfair competition); and

(g) Except for testing and development purposes as expressly permitted herein, Internal Use Applications or Passes developed using the Apple Software may only be deployed to and used by Your employees or Permitted Users for internal use purposes or for limited use by Demo Recipients on Deployment Devices on Your (or Your Permitted Entity's) physical premises or in other locations, but in both cases only when the use is under Your (or Your Permitted Entity's) direct supervision and physical control as set forth in **Section 2.1(f)**. Except as expressly set forth herein, Internal Use Applications or Passes shall not be used, distributed or made available to other companies, customers, consumers, contractors (except for contractors who are developing the Internal Use Application or Pass for You on a custom basis and therefore need to use or have access to such Internal Use Application or Pass), distributors, vendors, resellers, end-users or members of the general public in any manner. Further, You may not host Internal Use Applications in any locations that are accessible to anyone other than Your Authorized Developers, employees, and Permitted Users (e.g. not on a public website, repository, file hosting service, etc.) and must take all reasonable steps to prevent Internal Use Applications from being downloaded and accessed by anyone other than such parties.

### **3.3 Program Requirements for Internal Use Applications, Libraries and Passes**

Any Internal Use Application for an Apple-branded product that will be distributed as permitted herein must be developed in compliance with the Documentation and the Program Requirements, the current set of which is set forth below in this **Section 3.3**. Libraries and Passes are subject to the same criteria:

#### **APIs and Functionality:**

**3.3.1** Internal Use Applications may only use Documented APIs in the manner prescribed by Apple and must not use or call any private APIs.

**3.3.2** Except as set forth in the next paragraph, an Internal Use Application may not download or install executable code. Interpreted code may be downloaded to an Internal Use Application but only so long as such code: (a) does not change the primary purpose of the Internal Use Application by providing features or functionality that are inconsistent with the intended purpose of the Internal Use Application, (b) does not create a store or storefront for other code or applications, and (c) does not bypass signing, sandbox, or other security features of the OS.

An Internal Use Application that is a programming environment intended for use in learning how

to program may download and run executable code so long as the following requirements are met: (i) no more than 80 percent of such Internal Use Application's viewing area or screen may be taken over with executable code, except as otherwise permitted in the Documentation, (ii) such Internal Use Application must present a reasonably conspicuous indicator to the user within the Application to indicate that the user is in a programming environment, (iii) such Internal Use Application must not create a store or storefront for other code or applications, and (iv) the source code provided by such Internal Use Application must be completely viewable and editable by the user (e.g., no pre-compiled libraries or frameworks may be included with the code downloaded).

**3.3.3** An Internal Use Application that will be used by Demo Recipient may not permit commerce, credits or purchases of any kind to be made through the use of such Application, without Apple's express prior written consent. Further, You may not charge Your Permitted Entity, or any Demo Recipients, employees, or Permitted Users, in any way for the use of such Application. An Internal Use Application that will be used by employees and Permitted Users may permit commerce, credits or purchases, but solely for purchases of goods or services used by or consumed within Your organization (e.g., a cafeteria app can permit transactions).

**3.3.4** An Internal Use Application may only read data from or write data to the Internal Use Application's designated container area on the device, except as otherwise specified by Apple.

**3.3.5** An Internal Use Application for iOS must have at least the same features and functionality when run by a user in compatibility mode on iPadOS (e.g., an iPhone app running in an equivalent iPhone-size window on an iPad must perform in substantially the same manner as when run on the iPhone; provided that this obligation will not apply to any feature or functionality that is not supported by a particular hardware device, such as a video recording feature on a device that does not have a camera). Further, You agree not to interfere or attempt to interfere with the operation of Your Internal Use Application in compatibility mode.

**3.3.6** You may use the Multitasking services only for their intended purposes as described in the Documentation.

#### **User Interface, Data Collection, Local Laws and Privacy:**

**3.3.7** Internal Use Applications must comply with the Human Interface Guidelines (HIG) and other Documentation provided by Apple. You agree to follow the HIG to develop an appropriate user interface and functionality for Your Internal Use Application that is compatible with the design of Apple-branded products (e.g., a watch App should have a user interface designed for quick interactions in accordance with the HIG's watchOS design themes).

**3.3.8** If Your Internal Use Application captures or makes any video, microphone, screen recording, or camera recordings, whether saved on the device or sent to a server (e.g., an image, photo, voice or speech capture, or other recording) (collectively "**Recordings**"), a reasonably conspicuous audio, visual or other indicator must be displayed to the user as part of the Internal Use Application to indicate that a Recording is taking place.

- In addition, any form of data, content or information collection, processing, maintenance, uploading, syncing, storage, transmission, sharing, disclosure or use performed by, through or in connection with Your Internal Use Application must comply with all applicable privacy laws and regulations as well as any related Program Requirements, including but not limited to any notice or consent requirements.

**3.3.9** You and Your Internal Use Applications (and any third party with whom You have contracted to serve advertising) may not collect user or device data without prior user consent, whether such data is obtained directly from the user or through the use of the Apple Software, Apple Services, or Apple SDKs, and then only to provide a service or function that is directly relevant to the use of the Internal Use Application, or to serve advertising in accordance with

**Sections 3.3.12.** You may not broaden or otherwise change the scope of usage for previously collected user or device data without obtaining prior user consent for such expanded or otherwise changed data collection. Further, neither You nor Your Internal Use Application will use any permanent, device-based identifier, or any data derived therefrom, for purposes of uniquely identifying a device.

**3.3.10** You must provide clear and complete information to users regarding Your collection, use and disclosure of user or device data, e.g., a description of Your use of user and device data in the Your Internal Use Application. Furthermore, You must take appropriate steps to protect such data from unauthorized use, disclosure or access by third parties. If a user ceases to consent or affirmatively revokes consent for Your collection, use or disclosure of such user's device or user data, You (and any third party with whom You have contracted to serve advertising) must promptly cease all such use. You must provide a privacy policy in Your Internal Use Application, or to Your end-users in another manner explaining Your collection, use, disclosure, sharing, retention, and deletion of user or device data. You agree to notify Your users, in accordance with applicable law, in the event of a data breach in which user data collected from Your Internal Use Application is compromised (e.g., You will send an email notifying Your users if there has been an unintentional disclosure or misuse of their user data).

**3.3.11** Internal Use Applications must comply with all applicable criminal, civil and statutory laws and regulations, including those in any jurisdictions in which Your Internal Use Applications may be offered or made available. In addition:

- You and the Internal Use Application must comply with all applicable privacy and data collection laws and regulations with respect to any collection, use or disclosure of user or device data (e.g., a user's IP address, the name of the user's device, and any installed apps associated with a user);
- Internal Use Applications may not be designed or marketed for the purpose of harassing, abusing, spamming, stalking, threatening or otherwise violating the legal rights (such as the rights of privacy and publicity) of others;
- Neither You nor Your Internal Use Applications may perform any functions or link to any content, services, information or data or use any robot, spider, site search or other retrieval application or device to scrape, mine, retrieve, cache, analyze or index software, data or services provided by Apple or its licensors, or obtain (or try to obtain) any such data, except the data that Apple expressly provides or makes available to You in connection with such services. You agree that You will not collect, disseminate or use any such data for any unauthorized purpose; and
- If Your Internal Use Application is intended for human subject research or uses the HealthKit APIs for clinical health-related uses which may involve personal data (e.g., storage of health records), then You agree to inform participants of the intended uses and disclosures of their personally identifiable data as part of such research or clinical health uses and to obtain consent from such participants (or their guardians) who will be using Your Internal Use Application for such research or clinical health purposes. Further, You shall prohibit third parties to whom You provide any de-identified or coded data from re-identifying (or attempting to re-identify) any participants using such data without participant consent, and You agree to require that such third parties pass the foregoing restriction on to any other parties who receive such de-identified or coded data.

**Advertising Identifier and Tracking Preference; Ad Network APIs:**

**3.3.12** You and Your Internal Use Applications (and any third party with whom You have contracted to serve advertising) may use the Advertising Identifier, and any information obtained through the use of the Advertising Identifier, only for the purpose of serving advertising. If a user resets the Advertising Identifier, then You agree not to combine, correlate, link or otherwise

associate, either directly or indirectly, the prior Advertising Identifier and any derived information with the reset Advertising Identifier. For Internal Use Applications compiled for any iOS version or tvOS version providing access to the Ad Support APIs, You agree to check a user's Tracking Preference prior to serving any advertising using the Advertising Identifier, and You agree to abide by a user's setting in the Tracking Preference in Your use of the Advertising Identifier and in Your use of any other user or device data for tracking.

In addition, You may request to use the Ad Network APIs to track application advertising conversion events. If You are granted permission to use the Ad Network APIs, You agree not to use such APIs, or any information obtained through the use of the Ad Network APIs, for any purpose other than verifying ad validation information as part of an advertising conversion event. You agree not to combine, correlate, link, or otherwise associate, either directly or indirectly, information that is provided as part of the ad validation through the use of the Ad Network APIs with other information You may have about a user. Apple reserves the right to reject any requests to use the Ad Network APIs, in its sole discretion.

### **Location and Maps; User Consents:**

**3.3.13** Internal Use Applications that use location-based APIs (e.g., Core Location, MapKit API, Apple Maps Server API) or otherwise provide location-based services may not be designed or marketed for automatic or autonomous control of vehicle behavior, or for emergency or life-saving purposes.

**3.3.14** Internal Use Applications that offer location-based services or functionality, or that otherwise obtain, or attempt to obtain, a user's location through the use of the Apple Software or Apple Services, must notify and obtain consent from a user before a user's location data is collected, transmitted or otherwise used by the Internal Use Application and then such data must be used only as consented to by the user and as permitted herein. For example, if You use the "Always" location option in Your Internal Use Application for the purpose of continuous collection and use of a user's location data, You should provide a clearly defined justification and user benefit that is presented to the user at the time the permission.

**3.3.15** If You choose to provide Your own location-based service, data and/or information in conjunction with the Apple maps provided through the Apple Maps Service (e.g., overlaying a map or route You have created on top of an Apple map), You are solely responsible for ensuring that Your service, data and/or information correctly aligns with any Apple maps used. For Internal Use Applications that use location-based APIs for real-time navigation (including, but not limited to, turn-by-turn route guidance and other routing that is enabled through the use of a sensor), You must have an end-user license agreement that includes the following notice: YOUR USE OF THIS REAL TIME ROUTE GUIDANCE APPLICATION IS AT YOUR SOLE RISK. LOCATION DATA MAY NOT BE ACCURATE.

**3.3.16** Internal Use Applications must not disable, override or otherwise interfere with any Apple-implemented system alerts, warnings, display panels, consent panels and the like, including, but not limited to, those that are intended to notify the user that the user's location data, address book data, calendar, photos, audio data, and/or reminders are being collected, transmitted, maintained, processed or used, or intended to obtain consent for such use. Further, if You have the ability to add a description in such alerts, warnings, and display panels (e.g., information in the purpose strings for the Camera APIs), any such description must be accurate and not misrepresent the scope of use. If consent is denied or withdrawn, Internal Use Applications may not collect, transmit, maintain, process or utilize such data or perform any other actions for which the user's consent has been denied or withdrawn.

**3.3.17** If Your Internal Use Application (or Your website or web application, as applicable) uses or accesses the MapKit API, Apple Maps Server API or MapKit JS from a device running iOS version 6 or later, Your Internal Use Application (or Your website or web application, as

applicable) will access and use the Apple Maps Service. All use of the MapKit API, Apple Maps Server API, MapKit JS, and Apple Maps Service must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 5 (Additional Terms for the use of the Apple Maps Service).

#### **Content and Materials:**

**3.3.18** Any master recordings and musical compositions embodied in Your Internal Use Application must be wholly-owned by You or licensed to You on a fully paid-up basis and in a manner that will not require the payment of any fees, royalties and/or sums by Apple to You or any third party. In addition, if Your Internal Use Application will be deployed outside of the United States, any master recordings and musical compositions embodied in Your Internal Use Application (a) must not fall within the repertoire of any mechanical or performing/communication rights collecting or licensing organization now or in the future and (b) if licensed, must be exclusively licensed to You for Your Internal Use Application by each applicable copyright owner.

**3.3.19** If Your Internal Use Application includes or will include any other content, You must either own all such content or have permission from the content owner to use it in Your Internal Use Application.

**3.3.20** Internal Use Applications may not contain content or materials of any kind (text, graphics, images, photographs, etc.) that in Apple's reasonable judgment may be found objectionable or inappropriate, for example, materials that may be considered obscene, pornographic, or defamatory.

**3.3.21** Internal Use Applications must not contain any malware, malicious or harmful code, program, or other internal component (e.g., computer viruses, trojan horses, "backdoors") which could damage, destroy, or adversely affect the Apple Software, Services, Apple-branded products or other software, firmware, hardware, data, systems, services, or networks.

**3.3.22** If Your Internal Use Application includes any FOSS, You agree to comply with all applicable FOSS licensing terms. You also agree not to use any FOSS in the development of Your Internal Use Application in such a way that would cause the non-FOSS portions of the Apple Software to be subject to any FOSS licensing terms or obligations.

**3.3.23** Your Internal Use Application may include promotional sweepstake or contest functionality provided that You are the sole sponsor of the promotion and that You and Your Internal Use Application comply with any applicable laws and fulfill any applicable registration requirements in the country, territory, or region where You make such application available and the promotion is open. You agree that You are solely responsible for any promotion and any prize, and also agree to clearly state in binding official rules for each promotion that Apple is not a sponsor of, or responsible for conducting, the promotion.

**3.3.24** Your Internal Application may include a direct link to a page on Your web site where You include the ability for an end-user to make a charitable contribution, provided that You comply with any applicable laws (which may include providing a receipt), and fulfill any applicable regulation or registration requirements, in the country, territory, or region where You enable the charitable contribution to be made. You also agree to clearly state that Apple is not the fundraiser.

#### **MFi Accessories:**

**3.3.25** Your Internal Use Application may interface, communicate, or otherwise interoperate with or control an MFi Accessory (as defined above) through wireless transports or through Apple's lightning or 30-pin connectors only if (i) such MFi Accessory is licensed under the MFi Program at the time that You initially submit Your Internal Use Application, (ii) the MFi Licensee has added



Your Internal Use Application to a list of those approved for interoperability with their MFi Accessory, and (iii) the MFi Licensee has received approval from the MFi Program for such addition.

#### **Regulatory Compliance:**

**3.3.26** You will fulfill any applicable regulatory requirements, including full compliance with all applicable laws, regulations, and policies related to the manufacturing and use of Your Internal Use Application in the United States pursuant to this Agreement, and in particular the requirements of the U.S. Food and Drug Administration ("FDA") as well as other U.S. regulatory bodies such as the FAA, HHS, FTC, and FCC, and the laws, regulations and policies of any other applicable regulatory bodies in any countries, territories, or regions where Your Internal Use Application is made available, e.g. MHRA, CFDA. However, You agree that You will not seek any regulatory permissions or make any determinations that may result in any Apple products being deemed regulated or that may impose any obligations or limitations on Apple. You represent and warrant that You will fully comply with any applicable laws, regulations, and policies, including but not limited to all FDA laws, regulations and policies, related to the use of Your Internal Use Application in the United States, as well as in other countries, territories, or regions where You plan to make Your Internal Use Application available in accordance with the terms and conditions of this Agreement. You also represent and warrant that You will only use Your Internal Use Application for its cleared or approved intended use/indication for use, and only in strict compliance with applicable regulatory requirements. Upon Apple's request, You agree to promptly provide any such clearance documentation. If requested by the FDA or by another government body that has a need to review or test Your Internal Use Application as part of its regulatory review process, You may provide Your Internal Use Application to such entity for review purposes. Further, You agree to promptly notify Apple in accordance with the procedures set forth in **Section 14.5** of any complaints or threats of complaints regarding Your Internal Use Application in relation to any such regulatory requirements.

#### **Cellular Network:**

**3.3.27** If an Internal Use Application requires or will have access to the cellular network, then additionally such Internal Use Application:

- Must comply with Apple's best practices and other guidelines on how Internal Use Applications should access and use the cellular network; and
- Must not in Apple's reasonable judgment excessively use or unduly burden network capacity or bandwidth.

**3.3.28** Because some mobile network operators may prohibit or restrict the use of Voice over Internet Protocol (VoIP) functionality over their network, such as the use of VoIP telephony over a cellular network, and may also impose additional fees, or other charges in connection with VoIP, You agree to inform Your employees and/or Permitted Users, prior to use, to check the terms of agreement with their operator. In addition, if Your Internal Use Application allows such parties to send SMS messages, or make cellular voice calls, then You must inform such users, prior to use of such functionality, that standard text messaging rates or other carrier charges may apply to such use.

#### **Apple Push Notification Service or Local Notifications:**

**3.3.29** All use of Push Notifications via the Apple Push Notification Service or Local Notifications must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 1 (Additional Terms for Apple Push Notification Service and Local Notifications).

### **Mobile Device Management and Configuration Profiles:**

**3.3.30** All use of MDM and Configuration Profiles must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 2 (Additional Terms for the use of MDM. Use of MDM and Configuration Profiles under this Agreement is only for commercial enterprises (such as business organizations, educational institutions, or government agencies) and not for any consumer or personal use (except as otherwise expressly permitted in writing by Apple). You must make a clear declaration of what user data will be collected and how it will be used on an app screen or other notification mechanism prior to any user action to use a Configuration Profile. You may not share or sell user data obtained through a Configuration Profile to advertising platforms, data brokers, or information resellers. In addition, You may not override the consent panel for a Configuration Profile or any other mechanisms of a Configuration Profile.

### **iCloud:**

**3.3.31** All use of the iCloud Storage APIs and CloudKit APIs, as well as Your use of the iCloud service under this Agreement, must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 3 (Additional Terms for the use of iCloud).

### **Wallet:**

**3.3.32** Your development of Passes, and use of the Pass Type ID and Wallet under this Agreement, must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 4 (Additional Terms for Passes).

### **Additional Services or End-User Pre-Release Software:**

**3.3.33** From time to time, Apple may provide access to additional Services or pre-release Apple Software for You to use in connection with Your Internal Use Applications, or as an end-user for evaluation purposes. Some of these may be subject to separate terms and conditions in addition to this Agreement, in which case Your usage will also be subject to those terms and conditions. Such services or software may not be available in all languages or in all countries or regions, and Apple makes no representation that they will be appropriate or available for use in any particular location. To the extent You choose to access such services or software, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. To the extent any such software includes Apple's FaceTime or Messages feature, You acknowledge and agree that when You use such features, the telephone numbers and device identifiers associated with Your Authorized Test Units, as well as email addresses and/or Apple ID information You provide, may be used and maintained by Apple to provide and improve such software and features. Certain services made accessible to You through the Apple Software may be provided by third parties. You acknowledge that Apple will not have any liability or responsibility to You or any other person (including to any end-user) for any third-party services or for any Apple services. Apple and its licensors reserve the right to change, suspend, remove, or disable access to any services at any time. In no event will Apple be liable for the removal or disabling of access to any such services. Further, upon any commercial release of such software or services, or earlier if requested by Apple, You agree to cease all use of the pre-release Apple Software or Services provided to You as an end-user for evaluation purposes under this Agreement.

**3.3.34** If Your Internal Use Application accesses the Google Safe Browsing service through the Apple Software such access is subject to Google's terms of service set forth at: <https://developers.google.com/safe-browsing/terms>. If You do not accept such terms of service, then You may not use the Google Safe Browsing Service in Your Internal Use Application, and You acknowledge and agree that such use will constitute Your acceptance of such terms of service.

**3.3.35** If Your Internal Use Application accesses data from an end-user's Address Book through the Address Book API, You must notify and obtain consent from the user before a user's Address Book data is accessed or used by Your Internal Use Application. Further, Your Internal Use Application may not provide an automated mechanism that transfers only the Facebook Data portions of the end-user's Address Book altogether to a location off of the end-user's device. For the sake of clarity, this does not prohibit an automated transfer of the user's entire Address Book as a whole, so long as user notification and consent requirements have been fulfilled; and does not prohibit enabling users to transfer any portion of their Address Book data manually (e.g., by cutting and pasting) or enabling them to individually select particular data items to be transferred.

**Extensions:**

**3.3.36** Internal Use Applications that include extensions in the Internal Use Application bundle must provide some functionality beyond just the extensions (e.g., help screens, additional settings), unless Your Internal Use Application includes a WatchKit Extension. In addition:

- Extensions (excluding WatchKit Extensions) may not include advertising, product promotion, direct marketing, or In-App Purchase Offers in their extension view;
- Extensions may not block the full screen of an Apple-branded product, or redirect, obstruct or interfere in an undisclosed or unexpected way with a user's use of another developer's application or any Apple-provided functionality or service;
- Extensions may operate only in Apple-designated areas of iOS, watchOS, iPadOS, or tvOS as set forth in the Documentation;
- Extensions that provide keyboard functionality must be capable of operating independent of any network access and must include Unicode characters (vs. pictorial images only);
- Any keystroke logging done by any such extension must be clearly disclosed to the end-user prior to any such data being sent from iOS or iPadOS, and notwithstanding anything else in **Section 3.3.9**, such data may be used only for purposes of providing or improving the keyboard functionality of Your Internal Use Application (e.g., not for serving advertising);
- Any message filtering done by an extension must be clearly disclosed to the end-user, and notwithstanding anything else in **Section 3.3.9**, any SMS or MMS data (whether accessed through a message filtering extension or sent by iOS to a messaging extension's corresponding server) may be used only for purposes of providing or improving the message experience of the user by reducing spam or messages from unknown sources, and must not be used for serving advertising or for any other purpose. Further, SMS or MMS data from a user that is accessed within the extension may not be exported from the extension's designated container area in any way; and
- Your Internal Use Application must not automate installation of extensions or otherwise cause extensions to be installed without the user's knowledge, and You must accurately specify to the user the purpose and functionality of the extension.

**HealthKit APIs and Motion & Fitness APIs:**

**3.3.37** Your Internal Use Application must not access the HealthKit APIs or Motion & Fitness APIs unless the use of such APIs is for health, motion, and/or fitness purposes, and this usage is clearly evident in Your marketing text and user interface. In addition:

- Notwithstanding anything to the contrary in **Section 3.3.9**, You and Your Internal Use Application may not use the HealthKit APIs or the Motion & Fitness APIs, or any information

obtained through the HealthKit APIs or the Motion & Fitness APIs, for any purpose other than providing health, motion, and/or fitness services in connection with Your Internal Use Application (e.g., not for serving advertising);

- You must not use the HealthKit APIs or the Motion & Fitness APIs, or any information obtained through the HealthKit APIs or the Motion & Fitness APIs, to disclose or provide an end-user's health, motion, and/or fitness information to a third party without prior express end-user consent, and then only for purposes of enabling the third party to provide health, motion, and/or fitness services as permitted herein. For example, You must not share or sell an end-user's health information collected through the HealthKit APIs or Motion & Fitness APIs to advertising platforms, data brokers or information resellers. For clarity, You may allow end-users to consent to share their data with third parties for medical research purposes; and

- You agree to clearly disclose to end-users how You and Your Internal Use Application will be using their health, motion, and/or fitness information and to use it only as expressly consented to by the end-user and as expressly permitted herein.

### **3.3.38. Reserved**

#### **HomeKit APIs:**

**3.3.39** Your Internal Use Application must not access the HomeKit APIs unless it is primarily designed to provide home configuration or home automation services (e.g., turning on a light, lifting a garage door) for Licensed HomeKit Accessories and this usage is clearly evident in Your marketing text and user interface. You agree not to use the HomeKit APIs for any purpose other than interfacing, communicating, interoperating with or otherwise controlling a Licensed HomeKit Accessory or for using the HomeKit Database, and then only for home configuration or home automation purposes in connection with Your Internal Use Application. In addition:

- Your Internal Use Application may use information obtained from the HomeKit APIs and/or the HomeKit Database only on a compatible Apple-branded product and may not export, remotely access or transfer such information off product (e.g., a lock password cannot be sent off an end-user's device to be stored in an external non-Apple database), unless otherwise expressly permitted in the Documentation; and

- Notwithstanding anything to the contrary in **Section 3.3.9**, You and Your Internal Use Application may not use the HomeKit APIs, or any information obtained through the HomeKit APIs or through the HomeKit Database, for any purpose other than providing or improving home configuration or home automation services in connection with Your Internal Use Application (e.g., not for serving advertising).

#### **Network Extension Framework:**

**3.3.40** Your Internal Use Application must not access the Network Extension Framework unless Your Internal Use Application is primarily designed for providing networking capabilities, and You have received an entitlement from Apple for such access. You agree to the following if You receive such entitlement:

- You agree to clearly disclose to end-users how You and Your Internal Use Application will be using their network information and, if applicable, filtering their network data, and You agree to use such data and information only as expressly consented to by the end-user and as expressly permitted herein;

- You agree to store and transmit network information or data from an end-user in a secure and appropriate manner;

- You agree not to divert an end-user's network data or information through any undisclosed, improper, or misleading processes, e.g., to filter it through a website to obtain advertising revenue or spoof a website;
- You agree not to use any network data or information from end-users to bypass or override any end-user settings, e.g., You may not track an end-user's WiFi network usage to determine their location if they have disabled location services for Your Internal Use Application; and
- Notwithstanding anything to the contrary in **Section 3.3.9**, You and Your Internal Use Application may not use the Network Extension Framework, or any data or information obtained through the Network Extension Framework, for any purpose other than providing networking capabilities in connection with Your Internal Use Application (e.g., not for using an end-user's Internet traffic to serve advertising or to otherwise build user profiles for advertising).

Apple reserves the right to not provide You with an entitlement to use the Network Extension Framework in its sole discretion and to revoke such entitlement at any time. In addition, if You would like to use the Access WiFi Information APIs (which provide the WiFi network to which a device is connected), then You must request an entitlement from Apple for such use, and, notwithstanding anything to the contrary in **Section 3.3.9**, You may use such APIs only for providing a service or function that is directly relevant to the Internal Use Application (e.g., not for serving advertising).

#### **SiriKit:**

**3.3.41** Your Internal Use Application may register as a destination to use the Apple-defined SiriKit domains, but only if Your Internal Use Application is designed to provide relevant responses to a user, or otherwise carry out the user's request or intent, in connection with the applicable SiriKit domain (e.g., ride sharing) that is supported by Your Internal Use Application and this usage is clearly evident in Your marketing text and user interface. In addition, Your Internal Use Application may contribute actions to SiriKit, but only if such actions are tied to user behavior or activity within Your Internal Use Application and for which You can provide a relevant response to the user. You agree not to submit false information through SiriKit about any such user activity or behavior or otherwise interfere with the predictions provided by SiriKit (e.g., SiriKit donations should be based on actual user behavior).

**3.3.42** Your Internal Use Application may use information obtained through SiriKit only on supported Apple products and may not export, remotely access or transfer such information off a device except to the extent necessary to provide or improve relevant responses to a user or carry out a user's request or in connection with Your Internal Use Application. Notwithstanding anything to the contrary in **Section 3.3.9**, You and Your Internal Use Application may not use SiriKit, or any information obtained through SiriKit, for any purpose other than providing relevant responses to a user or otherwise carrying out a user's request or intent in connection with an SiriKit domain, intent, or action supported by Your Internal Use Application and/or for improving Your Internal Use Application's responsiveness to user requests (e.g., not for serving advertising).

**3.3.43** If Your Internal Use Application uses SiriKit to enable audio data to be processed by Apple, You agree to clearly disclose to end-users that You and Your Internal Use Application will be sending their recorded audio data to Apple for speech recognition, processing and/or transcription purposes, and that such audio data may be used to improve and provide Apple products and services. You further agree to use such audio data, and recognized text that may be returned from SiriKit, only as expressly consented to by the end-user and as expressly permitted herein.

### **Single Sign-On API:**

**3.3.44** Your Internal Use Application must not access or use the Single Sign-On API unless You are a Multi-channel Video Programming Distributor (MVPD) or unless Your Internal Use Application is primarily designed to provide subscription-based video programming and You have received an entitlement from Apple or otherwise have received Apple's written permission to do so. Any such use must be in compliance with the Documentation for the Single Sign-On API. You acknowledge that Apple reserves the right to not provide You such an entitlement or permission, and to revoke such entitlement or permission, at any time, in its sole discretion.

### **Spotlight-Image-Search Service:**

**3.3.45** To the extent that You provide Apple's spotlight-image-search service with access to any of Your domains that are associated with Your Licensed Applications (the "Associated Domain(s)"), You hereby grant Apple permission to crawl, scrape, copy, transmit and/or cache the content found in the Associated Domain(s) (the "Licensed Content") for the purposes set forth in this section. The Licensed Content shall be considered Licensed Application Information under this Agreement. You hereby further grant Apple a license to use, make, have made, reproduce, crop and/or modify the file format, resolution and appearance of the Licensed Content (for the purposes of reducing file size, converting to a supported file type and/or displaying thumbnails), and to publicly display, publicly perform, integrate, incorporate and distribute the Licensed Content to enhance search, discovery, and end-user distribution of the Licensed Content in Apple's Messages feature. Upon the termination of this Agreement for any reason, end users of Apple-branded products will be permitted to continue using and distributing all Licensed Content that they obtained through the use of Apple-branded products prior to such termination.

### **MusicKit:**

**3.3.46** You agree not to call the MusicKit APIs or use MusicKit JS (or otherwise attempt to gain information through the MusicKit APIs or MusicKit JS) for purposes unrelated to facilitating access to Your end users' Apple Music subscriptions. If You access the MusicKit APIs or MusicKit JS, then You must follow the Apple Music Identity Guidelines. You agree not to require payment for or indirectly monetize access to the Apple Music service (e.g. in-app purchase, advertising, requesting user info) through Your use of the MusicKit APIs, MusicKit JS, or otherwise in any way. In addition:

- If You choose to offer music playback through the MusicKit APIs or MusicKit JS, full songs must be enabled for playback, and users must initiate playback and be able to navigate playback using standard media controls such as "play," "pause," and "skip", and You agree to not misrepresent the functionality of these controls;
  - You may not, and You may not permit Your end users to, download, upload, or modify any MusicKit Content and MusicKit Content cannot be synchronized with any other content, unless otherwise permitted by Apple in the Documentation;
  - You may play MusicKit Content only as rendered by the MusicKit APIs or MusicKit JS and only as permitted in the Documentation (e.g., album art and music-related text from the MusicKit API may not be used separately from music playback or managing playlists);
  - Metadata from users (such as playlists and favorites) may be used only to provide a service or function that is clearly disclosed to end users and that is directly relevant to the use of Your Internal Use Application, website, or web application, as determined in Apple's sole discretion;
- and

- You may use MusicKit JS only as a stand-alone library in Your Internal Use Application, website, or web application and only as permitted in the Documentation (e.g., You agree not to recombine MusicKit JS with any other JavaScript code or separately download and re-host it).

#### **DeviceCheck APIs:**

**3.3.47** If You use DeviceCheck APIs to store DeviceCheck Data, then You must provide a mechanism for customers to contact You to reset those values, if applicable (e.g. resetting a trial subscription or re-authorizing certain usage when a new user acquires the device). You may not rely on the DeviceCheck Data as a single identifier of fraudulent conduct and must use the DeviceCheck Data only in connection with other data or information, e.g., the DeviceCheck Data cannot be the sole data point since a device may have been transferred or resold. Apple reserves the right to delete any DeviceCheck Data at any time in its sole discretion, and You agree not to rely on any such Data. Further, You agree not to share the DeviceCheck tokens You receive from Apple with any third party, except a Service Provider acting on Your behalf.

#### **Face Data:**

**3.3.48** If Your Internal Use Application accesses Face Data, then You must do so only to provide a service or function that is directly relevant to the use of the Internal Use Application, and You agree to inform users of Your intended uses and disclosures of Face Data by Your Internal Use Application and to obtain clear and conspicuous consent from such users before any collection or use of Face Data. Notwithstanding anything to the contrary in **Section 3.3.9**, neither You nor Your Internal Use Application (nor any third party with whom You have contracted to serve advertising) may use Face Data for serving advertising or for any other unrelated purposes. In addition:

- You may not use Face Data in a manner that will violate the legal rights of Your users (or any third parties) or to provide an unlawful, unfair, misleading, fraudulent, improper, exploitative, or objectionable user experience and then only in accordance with the Documentation;
- You may not use Face Data for authentication, advertising, or marketing purposes, or to otherwise target an end-user in a similar manner;
- You may not use Face Data to build a user profile, or otherwise attempt, facilitate, or encourage third parties to identify anonymous users or reconstruct user profiles based on Face Data;
- You agree not to transfer, share, sell, or otherwise provide Face Data to advertising platforms, analytics providers, data brokers, information resellers or other such parties; and
- Face Data may not be shared or transferred off the user's device unless You have obtained clear and conspicuous consent for the transfer and the Face Data is used only in fulfilling a specific service or function for Your Internal Use Application (e.g., a face mesh is used to display an image of the user within the Internal Use Application) and only in accordance with these terms and the Documentation. You agree to require that Your service providers use Face Data only to the limited extent consented to by the user and only in accordance with these terms.

#### **ClassKit APIs:**

**3.3.49** Your Internal Use Application must not include the ClassKit APIs unless it is primarily designed to provide educational services, and this usage is clearly evident in Your marketing text and user interface. You agree not to submit false or inaccurate data through the ClassKit APIs or to attempt to redefine the assigned data categories for data submitted through the ClassKit APIs (e.g., student location data is not a supported data type and should not be submitted).

## **ShazamKit:**

**3.3.50** All use of the ShazamKit APIs must be in accordance with the terms of this Agreement (including the Apple Music Identity Guidelines and Program Requirements) and the Documentation. If You choose to display ShazamKit Content corresponding to songs available on Apple Music, then You must provide a link to the respective content within Apple Music in accordance with the Apple Music Identity Guidelines. Except to the extent expressly permitted herein, You agree not to copy, modify, translate, create a derivative work of, publish or publicly display ShazamKit Content in any way. Further, You may not use or compare the data provided by the ShazamKit APIs for the purpose of improving or creating another audio recognition service. Internal Use Applications that use the ShazamKit APIs may not be designed or marketed for compliance purposes (e.g., music licensing and royalty auditing).

## **Tap to Pay APIs:**

**3.3.51** Your Internal Use Application may use the Tap to Pay APIs solely for the purpose of conducting transactions through Your Internal Use Application, and Your Internal Use Application must not access the Tap to Pay APIs unless You have received an entitlement from Apple for such access. Notwithstanding Section 3.3.3, Your employees and Permitted Users may use Your Internal Use Application to process purchases by other end users, but solely for purchases of goods or services purchased or consumed within Your organization and/or where Your organization is authorized to operate. In addition:

- You acknowledge and agree that Apple is not a party to any transactions facilitated through the use of the Tap to Pay APIs and is not responsible for any such transactions, including but not limited to the unavailability of any payment cards or payment fraud. Such transactions are between You and Your Payment Service Provider, acquirer, card networks, or other parties You utilize for transaction processing, and You are responsible for complying with any agreements You have with such third parties. In some cases, such agreements may contain terms specifying specific rights, obligations or limitations that You accept and assume in connection with Your decision to utilize the functionality of the Tap to Pay APIs;
- You agree to store any private keys and TTP Data provided to You as part of Your use of the Tap to Pay APIs in a secure manner (e.g., encrypted on a server) and in accordance with the Documentation. For clarity, You may not decrypt any encrypted TTP Data unless You are processing the TTP Data as a Payment Service Provider;
- You agree to not call the TTP APIs or otherwise attempt to gain information through the TTP APIs for purposes unrelated to conducting transactions through the use of Your Internal Use Application;
- You agree that Apple has no responsibility to check that the transactions facilitated by the Tap to Pay APIs have been duly authorized. Apple shall not be liable in any event for any unauthorized or fraudulent transactions;
- You agree to use commercially reasonable efforts to include Apple Pay as a payment option with Your use of the Tap to Pay APIs in accordance with the Documentation and provided that Apple Pay is available in the jurisdiction in which Your Internal Use Application is distributed.

**3.3.52** Apple may provide You with TTP Data. If you receive TTP Data, You agree to the following:

- You may use the TTP Data solely to process the transaction and for order management purposes, in each case, in accordance with applicable law;
- If You are not acting as a Payment Service Provider, then You must: (i) have an agreement



with a Payment Service Provider and (ii) ensure that such Payment Service Provider uses the TTP Data obtained by You only for purposes of processing the transaction, which may include the application of fraud detection services, and for order management purposes, in each case, in accordance with applicable law. For clarity, such Payment Service Provider is Your Third-Party Service Provider. Any actions undertaken by Your Payment Service Provider in relation to the TTP Data transferred by You to Your Payment Service Provider shall be deemed to have been taken by You, and You (in addition to Your Payment Service Provider) shall be responsible to Apple and to Your customer for all such actions (or any inactions);

- You must accept and agree to the Tap to Pay Platform Terms and Conditions prior to conducting any transactions in Your Internal Use Application.

Apple reserves the right to not provide You with an entitlement to use the Tap to Pay APIs in its sole discretion and to revoke such entitlement at any time.

#### **Tap to Present ID APIs:**

**3.3.53** Your Internal Use Application may use the Tap to Present ID APIs solely for the purpose of enabling the verification of the end users' age or ID through Your Internal Use Application. In addition:

- You acknowledge and agree that Apple is not a party to any verification of age or IDs facilitated through the use of the TTPI APIs and is not responsible for any such verifications, including but not limited to identity fraud;

- You agree to store any private keys and TTPI Data provided to You as part of Your use of the TTPI APIs in a secure manner (e.g. encrypted on a server) and in accordance with any applicable laws and the Documentation;

- You agree not to call the TTPI APIs or otherwise attempt to gain information through the TTPI APIs for purposes unrelated to enabling the verification of end users' age or ID through the use of Your Internal Use Application;

- You Agree that Apple has no responsibility to ensure that the age or ID verifications facilitated by the TTPI APIs have been appropriately noticed and consented to by end users. Apple shall not be liable in any event for any unauthorized or fraudulent age or ID verifications;

- You must confirm that You and each Merchant using Your Internal Use Application has accepted and agreed to the Tap to Present ID Platform Terms and Conditions prior to using the TTPI APIs or collecting TTPI Data via Your Internal Use Application, in accordance with the Documentation;

- You agree that You will provide accurate and complete information about Your Internal Use Application, and promptly provide any updates to such information in connection with Your use of the TTPI APIs.

#### **Partially Immersive Experience:**

**3.3.54** If You provide a partially immersive experience (e.g., using .mixedReality style) in Your Internal Use Application, You are solely responsible for ensuring, and must ensure, that Your Internal Use Application (1) complies with the Documentation; and (2) does not occlude the end-user's field of view to an extent that adversely impacts the end-user's safety.

## **4. Changes to Program Requirements or Terms**

Apple may change the Program Requirements or the terms of this Agreement at any time. New

or modified Program Requirements will not retroactively apply to Internal Use Applications already in deployment. In order to continue using the Apple Software or any services, You must accept and agree to the new Program Requirements and/or new terms of this Agreement. If You do not agree to new Program Requirements or new terms, Your use of the Apple Software and any services will be suspended or terminated by Apple. You agree that Your acceptance of such new Agreement terms or Program Requirements may be signified electronically, including without limitation, by Your checking a box or clicking on an “agree” or similar button. Nothing in this Section shall affect Apple’s rights under **Section 5 (Apple Certificates; Revocation)** below.

## **5. Apple Certificates; Revocation**

### **5.1 Certificate Requirements**

All Internal Use Applications must be signed with an Apple Certificate in order to be installed on Authorized Test Units or Deployment Devices. Similarly, all Passes must be signed with a Pass Type ID to be recognized and accepted by Wallet, and for Your Sites, You must use a Website ID to send Safari Push Notifications to the macOS Desktop of users who have opted in to receive such Notifications through Safari on macOS. You may also obtain other Apple Certificates and keys for other purposes as set forth herein and in the Documentation.

In relation to this, You represent and warrant to Apple that:

- (a) You will not take any action to interfere with the normal operation of any Apple-issued digital certificates or Provisioning Profiles;
- (b) You are solely responsible for preventing any unauthorized person or organization from having access to Your Provisioning Profiles, Apple Certificates and corresponding private keys, and You will use Your best efforts to safeguard Your Apple Certificates, keys, and Provisioning Profiles from compromise;
- (c) You agree to immediately notify Apple in writing if You have any reason to believe there has been a compromise of any of Your Provisioning Profiles, Apple Certificates, or keys;
- (d) You will not provide or transfer Apple Certificates or Provisioning Profiles provided under this Program to any third party, except to a contractor who is developing an Internal Use Application, Pass, or Site for You in compliance with the terms of this Agreement and only to the limited extent expressly permitted by Apple in the Documentation or this Agreement;
- (e) You will not use Your Apple Certificates (whether development or deployment) to sign anything other than Your Internal Use Applications, Passes, or Sites;
- (f) You will only use the Provisioning Profiles in conjunction with Your Internal Use Applications and not with or for any other programs or applications; and
- (g) You will use the Apple Certificates exclusively for the purpose of signing Your Internal Use Applications for testing and internal deployment within Your company, organization or educational institution, for MDM, or as otherwise permitted by Apple, and only in accordance with this Agreement.

You further represent and warrant to Apple that the licensing terms governing Your Internal Use Application, Your Site’s registration bundle and/or Your Pass, or governing any third-party code or FOSS included therein, will be consistent with and not conflict with the digital signing aspects of the Program or any of the terms, conditions or requirements of the Program or this Agreement. In particular, such licensing terms will not purport to require Apple (or its agents) to disclose or make available any of the keys, authorization codes, methods, procedures, data or other information related to the digital signing mechanisms utilized as part of the Program. If You discover any such inconsistency or conflict, You agree to immediately notify Apple of it and will cooperate with Apple to resolve such matter.

### **5.2 Notarized Applications for macOS**

To have Your Internal Use Application for macOS notarized, You may request a digital file for authentication of Your Internal Use Application from Apple’s digital notary service (a “**Ticket**”). You can use this Ticket with Your Apple Certificate to receive an improved developer signing and user experience for Your Internal Use Application on macOS. To request this Ticket from Apple’s digital notary service, You must upload Your Internal Use Application to Apple through Apple’s

developer tools (or other requested mechanisms) for purposes of continuous security checking. This continuous security checking will involve automated scanning, testing, and analysis of Your Internal Use Application by Apple for malware or other harmful or suspicious code or components or security flaws, and, in limited cases, a manual, technical investigation of Your Internal Use Application by Apple for such purposes. By uploading Your Internal Use Application to Apple for this digital notary service, You agree that Apple may perform such security checks on Your Internal Use Application for purposes of detecting malware or other harmful or suspicious code or components, and You agree that Apple may retain and use Your Internal Use Application for subsequent security checks for the same purposes.

If Apple authenticates Your developer signature and Your Internal Use Application passes the initial security checks, Apple may provide You with a Ticket to use with Your Apple Certificate. Apple reserves the right to issue Tickets in its sole discretion, and Apple may revoke Tickets at any time in its sole discretion in the event that Apple has reason to believe, or has reasonable suspicions, that Your Internal Use Application contains malware or malicious, suspicious or harmful code or components or that Your developer identity signature has been compromised. You may request that Apple revoke Your Ticket at any time by emailing: [product-security@apple.com](mailto:product-security@apple.com). If Apple revokes Your Ticket or Your Apple Certificate, then Your Internal Use Application may no longer run on macOS.

You agree to cooperate with Apple regarding Your Ticket requests and to not hide, attempt to bypass, or misrepresent any part of Your Internal Use Application from Apple's security checks or otherwise hinder Apple from being able to perform such security checks. You agree not to represent that Apple has performed a security check or malware detection for Your Internal Use Application or that Apple has reviewed or approved Your Internal Use Application for purposes of issuing a Ticket to You from Apple's digital notary service. You acknowledge and agree that Apple is performing security checks solely in connection with Apple's digital notary service and that such security checks should not be relied upon for malware detection or security verification of any kind. You are fully responsible for Your own Internal Use Application and for ensuring that Your Internal Use Application is safe, secure, and operational for Your end-users (e.g., informing Your end-users that Your Internal Use Application may cease to run if there is an issue with malware). You agree to comply with export requirements in Your jurisdiction when uploading Your Internal Use Application to Apple, and You agree not to upload any Internal Use Application that is: (a) subject to the United States Export Administration Regulations, 15 C.F.R. Parts 730-774 or to the International Traffic in Arms Regulations, 22 C.F.R. Parts 120-130; or (b) that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software and source code, without first obtaining that authorization. Apple will not be liable to You or any third party for any inability or failure to detect any malware or other suspicious, harmful code or components in Your Internal Use Application or other security issues, or for any ticket issuance or revocation. Apple shall not be responsible for any costs, expenses, damages, losses or other liabilities You may incur as a result of Your Internal Use Application development, use of the Apple Software, Apple Services (including this digital notary service), or Apple Certificates, tickets, or participation in the Program, including without limitation the fact that Apple performs security checks on Your Internal Use Application.

### **5.3 Certificate Revocation**

Except as otherwise set forth herein, You may revoke Apple Certificates issued to You at any time. If You want to revoke the Apple Certificates used to sign Your Passes and/or issued to You for use with Your macOS Applications, You may request that Apple revoke these Apple Certificates at any time by emailing: [product-security@apple.com](mailto:product-security@apple.com). Apple also reserves the right to revoke any Apple Certificates at any time, in its sole discretion. By way of example only, Apple may choose to do this if: (a) any of Your Apple Certificates or corresponding private keys have been compromised or Apple has reason to believe that either have been compromised; (b) Apple has reason to believe or has reasonable suspicions that Your Covered Products contain malware or malicious, suspicious or harmful code or components (e.g., a software virus); (c) Apple has reason to believe that Your Covered Products adversely affect the security of Apple-branded

products, or any other software, firmware, hardware, data, systems, or networks accessed or used by such products; (d) Apple's certificate issuance process is compromised or Apple has reason to believe that such process has been compromised; (e) You breach any term or condition of this Agreement; (f) Apple ceases to issue the Apple Certificates for the Covered Product under the Program; (g) Your Covered Product misuses or overburdens any Services provided hereunder; or (h) Apple has reason to believe that such action is prudent or necessary.

Further, You understand and agree that Apple may notify end-users of Covered Products that are signed with Apple Certificates when Apple believes such action is necessary to protect the privacy, safety or security of end-users, or is otherwise prudent or necessary as determined in Apple's reasonable judgment. Apple's Certificate Policy and Certificate Practice Statements may be found at: <https://www.apple.com/certificateauthority>.

## **6. Deployment**

### **Internal Use Applications:**

Subject to Apple's right to review and approve any deployments as set forth herein, Internal Use Applications developed under this Agreement for iOS, watchOS, iPadOS, or tvOS may be deployed on Deployment Devices in two ways: (1) deployment for internal use by employees or Permitted Users, and (2) deployment to the limited extent permitted in **Section 2.1(f)**. For clarity, Internal Use Applications for macOS may be signed with Your Apple Certificate, or may be separately distributed without an Apple Certificate.

### **6.1 General**

You agree to be solely responsible for determining which employees and Permitted Users should have access to and use of Your Internal Use Applications and Deployment Devices, and for managing and monitoring their use of and access to such Applications and Devices on an ongoing basis (and/or requiring Your Permitted Entity to monitor such access and use on an ongoing basis). This includes, without limitation, responsibility for promptly retrieving Deployment Devices (including Authorized Test Units) from, and removing access to the Apple Software, Apple-issued digital certificates and Provisioning Profiles by individuals who are no longer employed or engaged by Your company or who are no longer a part of Your Permitted Entity's organization or institution.

By deploying Your Internal Use Applications or authorizing Your Permitted Entity to deploy such Applications on Your behalf, You represent and warrant to Apple that Your Internal Use Applications comply with the Documentation and Program Requirements then in effect and that such Internal Use Applications are only being developed and deployed as expressly permitted herein. Apple shall not be responsible for any costs, expenses, damages, losses (including without limitation lost business opportunities or lost profits) or other liabilities You may incur as a result of deploying Your Internal Use Applications, or for Your failure to adequately manage, monitor, limit or otherwise control the access to and use of Your Internal Use Applications and Deployment Devices. You will be fully responsible for any violations of the terms of this Agreement by Your Permitted Entity, Your Authorized Developers, employees, Your Permitted Users, Your Demo Recipients, and any contractors that You may employ to develop such Internal Use Applications on Your behalf.

### **6.2 Apple's Right to Review and Approve Internal Use Applications**

You understand and agree that Apple reserves the right to review and approve, or reject, any Internal Use Application that You would like to deploy (or that is already in use) under the Program at any time during the Term of this Agreement. If requested by Apple, You agree to fully cooperate with Apple and promptly provide such Internal Use Application to Apple for such review, unless otherwise separately agreed in advance and in writing by Apple. You agree not to attempt to hide, misrepresent, mislead, or obscure any features, content, services or functionality in Your submitted Internal Use Application from Apple's review or otherwise hinder Apple from being able to fully review such Applications. You agree to inform Apple in writing if Your Internal

Use Application connects to a physical device, and You agree to cooperate with Apple and answer questions and provide information and materials reasonably requested by Apple regarding such Internal Use Application. If You make any changes to such Internal Use Application after such submission to Apple, You agree to notify Apple and, if requested by Apple, resubmit such Internal Use Application prior to any deployment of such modified Internal Use Application. Apple reserves the right to reject Your Internal Use Application for deployment for any reason and at any time, even if Your Internal Use Application meets the Documentation and Program Requirements; and, in that event, You agree that You may not deploy such Internal Use Application.

### **6.3 Ownership of Internal Use Applications; Usage Terms; Liability**

You will retain Your right, title and interest in and to Your Internal Use Applications. You will be responsible for attaching or otherwise including, at Your discretion, any relevant usage terms with Your Internal Use Application. Apple will not be responsible for any violations of Your usage terms. You will be solely responsible for all user assistance, warranty and support of Your Internal Use Applications. The fact that Apple may have reviewed, tested, or approved of an Internal Use Application, if applicable, will not relieve You of any of these responsibilities.

Apple shall not be responsible for any costs, expenses, damages, losses (including without limitation lost business opportunities or lost profits) or other liabilities You may incur as a result of Your Internal Use Application development, use of this Apple Software, use of any services, or participation in the Program, including without limitation the fact that Your Internal Use Application may not be approved for deployment or may be subsequently rejected for continued deployment. You will be solely responsible for developing Internal Use Applications that are safe, free of defects in design and operation, and comply with applicable laws and regulations.

#### **Libraries:**

### **6.4 Distribution of Libraries**

You can develop Libraries using the Apple Software. Notwithstanding anything to the contrary in the Xcode and Apple SDKs Agreement, under this Agreement You may develop Libraries for iOS, watchOS, iPadOS, tvOS, and/or visionOS using the applicable Apple SDKs that are provided as part of the Xcode and Apple SDKs license, provided that any such Libraries are developed and distributed solely for use with an Apple-branded product and that You limit use of such Libraries only to use with such products. If Apple determines that Your Library is not designed for use only with an Apple-branded product, then Apple may require You to cease distribution of Your Library at any time, and You agree to promptly cease all distribution of such Library upon notice from Apple and cooperate with Apple to remove any remaining copies of such Library. For clarity, the foregoing limitation is not intended to prohibit the development of libraries for macOS.

## **7. No Other Distribution**

Except for internal deployment of Your Internal Use Application to employees or Permitted Users, the distribution of Passes as set forth herein, the Distribution of Libraries in accordance with **Section 6.4**, the delivery of Safari Push Notifications, the distribution of libraries and Internal Use Applications for macOS, and/or as set forth herein, or as otherwise expressly permitted herein, no other distribution of programs or applications developed using the Apple Software is authorized or permitted hereunder. You agree to distribute Your Covered Products only in accordance with the terms of this Agreement.

## **8. Program Fees**

As consideration for the rights and licenses granted to You under this Agreement and Your participation in the Program, You agree to pay Apple the annual Program fee set forth on the Program website. Such fee is non-refundable, and any taxes that may be levied on the Apple Software, Apple Services or Your use of the Program shall be Your responsibility. Your Program fees must be paid up and not in arrears at the time You submit (or resubmit) Applications to Apple

under this Agreement (if applicable), and Your continued use of the Program web portal and Services is subject to Your payment of such fees, where applicable. If You opt-in to have Your annual Program fees paid on an auto-renewing basis, then You agree that Apple may charge the credit card that You have on file with Apple for such fees, subject to the terms You agree to on the Program web portal when You choose to enroll in an auto-renewing membership.

## **9. Confidentiality**

### **9.1 Information Deemed Apple Confidential**

You agree that all pre-release versions of the Apple Software and Apple Services (including pre-release Documentation) and pre-release versions of Apple hardware will be deemed “Apple Confidential Information”; provided however that upon the commercial release of the Apple Software or services the terms and conditions that disclose pre-release features of the Apple Software or services will no longer be confidential. Notwithstanding the foregoing, Apple Confidential Information will not include: (i) information that is generally and legitimately available to the public through no fault or breach of Yours, (ii) information that is generally made available to the public by Apple, (iii) information that is independently developed by You without the use of any Apple Confidential Information, (iv) information that was rightfully obtained from a third party who had the right to transfer or disclose it to You without limitation, or (v) any FOSS included in the Apple Software and accompanied by licensing terms that do not impose confidentiality obligations on the use or disclosure of such FOSS. Further, Apple agrees that You will not be bound by the foregoing confidentiality terms with regard to technical information about pre-release Apple Software and services disclosed by Apple at WWDC (Apple’s Worldwide Developers Conference), except that You may not post screenshots of, write public reviews of, or redistribute any pre-release Apple Software, Apple Services or hardware.

### **9.2 Obligations Regarding Apple Confidential Information**

You agree to protect Apple Confidential Information using at least the same degree of care that You use to protect Your own confidential information of similar importance, but no less than a reasonable degree of care. You agree to use Apple Confidential Information solely for the purpose of exercising Your rights and performing Your obligations under this Agreement and agree not to use Apple Confidential Information for any other purpose, for Your own or any third party’s benefit, without Apple’s prior written consent. You further agree not to disclose or disseminate Apple Confidential Information to anyone other than: (i) those of Your Authorized Developers, employees, or Permitted Users, who have a need to know and who are bound by a written agreement that prohibits unauthorized use or disclosure of the Apple Confidential Information; or (ii) except as otherwise agreed or permitted in writing by Apple. You may disclose Apple Confidential Information to the extent required by law, provided that You take reasonable steps to notify Apple of such requirement before disclosing the Apple Confidential Information and to obtain protective treatment of the Apple Confidential Information. You acknowledge that damages for improper disclosure of Apple Confidential Information may be irreparable; therefore, Apple is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies.

### **9.3 Information Submitted to Apple Not Deemed Confidential**

Apple works with many application and software developers and some of their products may be similar to or compete with Your Internal Use Applications. Apple may also be developing its own similar or competing applications and products or may decide to do so in the future. To avoid potential misunderstandings, Apple cannot agree, and expressly disclaims, any confidentiality obligations or use restrictions, express or implied, with respect to any information that You may provide in connection with this Agreement or the Program, including information about Your Internal Use Application and metadata (such disclosures will be referred to as “Licensee Disclosures”). You agree that any such Licensee Disclosures will be **non-confidential**. Apple will be free to use and disclose any Licensee Disclosures on an unrestricted basis without notifying or compensating You. You release Apple from all liability and obligations that may arise from the receipt, review, use, or disclosure of any portion of any Licensee Disclosures. Any physical materials You submit to Apple will become Apple property and Apple will have no

obligation to return those materials to You or to certify their destruction.

#### **9.4 Press Releases and Other Publicity**

You may not issue any press releases or make any other public statements regarding this Agreement, its terms and conditions, or the relationship of the parties without Apple's express prior written approval, which may be withheld at Apple's discretion.

### **10. Indemnification**

To the extent permitted by applicable law, You agree to indemnify, defend and hold harmless Apple, and upon Apple's request, defend Apple, its directors, officers, employees, independent contractors and agents (each an "Apple Indemnified Party") from any and all claims, losses, liabilities, damages, expenses and costs, including without limitation attorneys' fees and court costs, (collectively "Losses") incurred by an Apple Indemnified Party and arising from or related to any of the following (but excluding for purposes of this Section, any Internal Use Application for macOS that does not use any Apple Services or Certificates): (i) Your breach of any certification, covenant, obligation, representation or warranty in this Agreement; (ii) any claims that Your Covered Product or metadata or the deployment, delivery, use or importation of Your Covered Product (whether alone or as an essential part of a combination) violate or infringe any third-party intellectual property or proprietary rights; (iii) any Employee, Customer, Permitted Entity, or Permitted User claims about Your Covered Product, including, but not limited to, a breach of any of Your obligations under any end-user license that You include for Your Covered Product; (iv) Your use of the Apple Software, certificates or services (including, but not limited to, use of MDM, Configuration Profiles, and certificates), Your Covered Product, metadata, Deployment Devices, or Your development and deployment of any Covered Product; and/or (v) any MDM Customer claims about Your MDM Compatible Products, as well as any claims that Your MDM Compatible Products violate or infringe any third-party intellectual property or proprietary rights.

You acknowledge that neither the Apple Software nor any services are intended for use in the development of Covered Products in which errors or inaccuracies in the content, functionality, services, data or information provided by any of the foregoing or the failure of any of the foregoing could lead to death, personal injury, or severe physical or environmental damage, and, to the extent permitted by applicable law, You hereby agree to indemnify, defend and hold harmless each Apple Indemnified Party from any Losses incurred by such Apple Indemnified Party by reason of any such use.

In no event may You enter into any settlement or like agreement with a third party that affects Apple's rights or binds Apple in any way, without the prior written consent of Apple.

### **11. Term and Termination**

#### **11.1 Term**

The Term of this Agreement shall extend until the next anniversary of the original activation date of Your Program account, and, subject to Your payment of annual renewal fees and compliance with the terms of this Agreement, will automatically renew for successive one year terms, unless sooner terminated in accordance with this Agreement.

#### **11.2 Termination**

This Agreement and all rights and licenses granted by Apple hereunder and any services provided hereunder will terminate, effective immediately upon notice from Apple:

- (a) if You or any of Your employees or Permitted Users fail to comply with any term of this Agreement other than those set forth below in this **Section 11.2** and fail to cure such breach within 30 days after becoming aware of or receiving notice of such breach;
- (b) if You or any of Your employees fail to comply with the terms of **Section 9 (Confidentiality)**;
- (c) in the event of the circumstances described in the subsection entitled "Severability" below;
- (d) if You, at any time during the Term, commence an action for patent infringement against Apple;

(e) if You become insolvent, fail to pay Your debts when due, dissolve or cease to do business, file for bankruptcy, or have filed against You a petition in bankruptcy;

(f) if You or any entity or person that directly or indirectly controls You, or is under common control with You (where "control" has the meaning defined in Section 14.8) are or become subject to sanctions or other restrictions in the countries or regions in which the App Store is available; or

(g) if You engage, or encourage others to engage, in any misleading, fraudulent, improper, unlawful or dishonest act relating to this Agreement, including, but not limited to, alteration or falsification of documents, inappropriate use of computer systems or other misrepresentation of facts.

Apple may also terminate this Agreement, or suspend Your rights to use the Apple Software or services, if You fail to accept any new Program Requirements or Agreement terms as described in **Section 4**. In addition, Apple may suspend Your rights to use the Apple Software or services (including disabling Your Internal Use Applications) in the event Apple suspects that Your account has been compromised or that Your account has been used to distribute applications in violation of the terms of this Agreement (e.g., posting an Internal Use Applications on a public website, distributing an Internal Use Application to consumers). Either party may terminate this Agreement for its convenience, for any reason or no reason by giving the other party at least 30 days written notice of its intent to terminate.

### **11.3 Effect of Termination**

Upon the termination of this Agreement for any reason, You agree to immediately cease all use of the Apple Software and services and erase and destroy all copies, full or partial, of the Apple Software and any information pertaining to the services (including Your Push Application ID) and all copies of Apple Confidential Information in Your and Your employees' possession or control. At Apple's request, You agree to provide written certification of such destruction to Apple. The following provisions shall survive any termination of this Agreement: Sections 1, 2.3, 2.5, 2.6, 3.1(d), 3.1(e), 3.1(f), 3.2, 3.3, 5.1 (second and third paragraphs), the last sentence of the first paragraph of Section 5.2 and the limitations and restrictions of Section 5.2, 5.3, the limitations and disclaimers of Sections 6.1, 6.2, and 6.3, the second sentence of Section 6.4, Sections 7, 8, and 10 through 15 inclusive of the Agreement; within Attachment 1, the last sentence of Section 1.1, Section 2, the second and third sentences of Section 4, Section 5, and Section 6; within Attachment 2, the last sentence of Section 1.1, the third and fourth sentence of Section 1.3, Sections 1.4, 1.5, 1.6, 2.3, 2.4, 3.3, 3.4, the second and last sentence of Section 4.2, Sections 4.3, 4.4, 4.5, 5, and Section 6, and within Attachment 3, Section 1.2, Sections 1.5, 1.6, 2, 3, and 4; within Attachment 4, Sections 2.2, 2.3, 3.3, and 5; and within Attachment 5, Sections 1.2, 1.3, 2, 3, and 4. Apple will not be liable for compensation, indemnity, or damages of any sort as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement will be without prejudice to any other right or remedy Apple may have, now or in the future.

## **12. NO WARRANTY**

The Apple Software or Services may contain inaccuracies or errors that could cause failures or loss of data and it may be incomplete. Apple and its licensors reserve the right to change, suspend, remove, or disable access to any Services (or any part thereof) at any time without notice. In no event will Apple or its licensors be liable for the removal of or disabling of access to any such Services. Apple or its licensors may also impose limits on the use of or access to certain Services, or may remove the Services for indefinite time periods, or cancel the Services at any time, and in any case and without notice or liability. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLE SOFTWARE AND ANY SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. THE APPLE SOFTWARE AND ANY SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND APPLE, APPLE'S AGENTS AND APPLE'S LICENSORS (COLLECTIVELY REFERRED TO AS "APPLE" FOR THE PURPOSES OF SECTIONS 12 AND 13) HEREBY DISCLAIM ALL**



WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLE SOFTWARE AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. APPLE DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APPLE SOFTWARE OR SERVICES, THAT THE APPLE SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLE SOFTWARE OR THE PROVISION OF SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS OR ERRORS IN THE APPLE SOFTWARE OR SERVICES WILL BE CORRECTED, OR THAT THE APPLE SOFTWARE OR SERVICES WILL BE COMPATIBLE WITH FUTURE APPLE PRODUCTS, SERVICES OR SOFTWARE OR ANY THIRD-PARTY SOFTWARE, APPLICATIONS, OR SERVICES, OR THAT ANY INFORMATION STORED OR TRANSMITTED THROUGH ANY APPLE SOFTWARE OR SERVICES WILL NOT BE LOST, CORRUPTED OR DAMAGED. YOU ACKNOWLEDGE THAT THE APPLE SOFTWARE AND SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE ERRORS, DELAYS, FAILURES OR INACCURACIES IN THE TRANSMISSION OR STORAGE OF DATA OR INFORMATION BY OR THROUGH THE APPLE SOFTWARE OR SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR FINANCIAL, PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE, INCLUDING WITHOUT LIMITATION THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT OR WEAPONS SYSTEMS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLE OR AN APPLE AUTHORIZED REPRESENTATIVE WILL CREATE A WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SHOULD THE APPLE SOFTWARE OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. Location data as well as any maps data provided by any Services or software is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Apple nor any of its licensors guarantees the availability, accuracy, completeness, reliability, or timeliness of location data or any other data or information displayed by any Services or software.

### **13. LIMITATION OF LIABILITY**

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL APPLE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, YOUR USE OR INABILITY TO USE THE APPLE SOFTWARE, APPLE SERVICES, OR APPLE CERTIFICATES, OR YOUR DEVELOPMENT EFFORTS, INTERNAL DEPLOYMENT EFFORTS OR PARTICIPATION IN THE PROGRAM, HOWEVER CAUSED, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, OR OTHERWISE, EVEN IF APPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. In no event shall Apple's total liability to You under this Agreement for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00).

### **14. General Legal Terms**

#### **14.1 Third-Party Notices**

Portions of the Apple Software or Services may utilize or include third-party software and other copyrighted material. Acknowledgements, licensing terms and disclaimers for such material are contained in the electronic documentation for the Apple Software and Services, and Your use of such material is governed by their respective terms.

## 14.2 Consent to Collection and Use of Data

### A. Pre-Release Versions of iOS, watchOS, tvOS, iPadOS, visionOS, and macOS

In order to provide, test and help Apple, its partners, and third-party developers improve their products and services, and unless You or Your Authorized Developers opt out in the pre-release versions of iOS, watchOS, tvOS, iPadOS, visionOS, or macOS, as applicable, You acknowledge that Apple and its subsidiaries and agents will be collecting, using, storing, transmitting, processing and analyzing (collectively, “**Collecting**”) diagnostic, technical, and usage logs and information from Your Authorized Test Units (that are running pre-release versions of the Apple Software and services) as part of the developer seeding process. This information will be Collected in a form that does not personally identify You or Your Authorized Developers and may be Collected from Your Authorized Test Units at any time. The information that would be Collected includes, but is not limited to, general diagnostic and usage data, various unique device identifiers, various unique system or hardware identifiers, details about hardware and operating system specifications, performance statistics, and data about how You use Your Authorized Test Unit, system and application software, and peripherals, and, if Location Services is enabled, certain location information. You agree that Apple may share such diagnostic, technical, and usage logs and information with partners and third-party developers for purposes of allowing them to improve their products and services that operate on or in connection with Apple-branded products. **By installing or using pre-release versions of iOS, watchOS, tvOS, iPadOS, visionOS, or macOS on Your Authorized Test Units, You acknowledge and agree that Apple and its subsidiaries and agents have Your permission to Collect all such information and use it as set forth above in this Section.**

### B. Other Pre-Release Apple Software and Services

In order to test, provide and improve Apple’s products and services, and only if You choose to install or use other pre-release Apple Software or Services provided as part of the developer seeding process or Program, You acknowledge that Apple and its subsidiaries and agents may be Collecting diagnostic, technical, usage and related information from other pre-release Apple Software and Services. Apple will notify You about the Collection of such information on the Program web portal, and You should carefully review the release notes and other information disclosed by Apple in such location prior to choosing whether or not to install or use any such pre-release Apple Software or Services. **By installing or using such pre-release Apple Software and Services, You acknowledge and agree that Apple and its subsidiaries and agents have Your permission to Collect any and all such information and use it as set forth above.**

### C. Device Deployment Services

In order to set up and use the device provisioning, account authentication, and deployment features of the Apple Software and Services, certain unique identifiers for Your Apple-branded products and account information may be needed. These unique identifiers may include Your email address, Your Apple ID, a hardware identifier for Your computer, and device identifiers entered by You into the Apple Software or Services for such Apple-branded products. Such identifiers may be logged in association with Your interaction with the Service and Your use of these features and the Apple Software and Services. **By using these features, You agree that Apple and its subsidiaries and agents may Collect this information for the purpose of providing the Apple Software and Services, including using such identifiers for account verification and anti-fraud measures.** If You do not want to provide this information, do not use the provisioning, deployment or authentication features of the Apple Software or Services.

### D. Apple Services

In order to test, provide and improve Apple’s products and services, and only if You choose to use the Services provided hereunder (and except as otherwise provided herein), You acknowledge that Apple and its subsidiaries and agents may be Collecting diagnostic, technical, usage and related information from the Apple Services. Some of this information will be Collected in a form that does not personally identify You. However, in some cases, Apple may need to Collect information that would personally identify You, but only if Apple has a good faith

belief that such Collection is reasonably necessary to: (a) provide the Apple Services; (b) comply with legal process or request; (c) verify compliance with the terms of this Agreement; (d) prevent fraud, including investigating any potential technical issues or violations; or (e) protect the rights, property, security or safety of Apple, its developers, customers or the public as required or permitted by law. **By installing or using such Apple Services, You acknowledge and agree that Apple and its subsidiaries and agents have Your permission to Collect any and all such information and use it as set forth in this Section.** Further, You agree that Apple may share the diagnostic, technical, and usage logs and information (excluding personally identifiable information) with partners and third-party developers for purposes of allowing them to improve their products and services that operate on or in connection with Apple-branded products.

#### **E. Privacy Policy**

Data collected pursuant to this **Section 14.2** will be treated in accordance with Apple's Privacy Policy which can be viewed at <https://www.apple.com/legal/privacy>.

#### **14.3 Assignment; Relationship of the Parties**

This Agreement may not be assigned, nor may any of Your obligations under this Agreement be delegated, in whole or in part, by You by operation of law, merger, or any other means without Apple's express prior written consent and any attempted assignment without such consent will be null and void. To submit a request for Apple's consent to assignment, please log into your account at [developer.apple.com](https://developer.apple.com) and follow the steps under Membership. This Agreement will not be construed as creating a partnership, joint venture, fiduciary duty, or any other form of legal association between You and Apple, and You will not represent to the contrary, whether expressly, by implication, appearance or otherwise. This Agreement is not for the benefit of any third parties.

#### **14.4 Independent Development**

Nothing in this Agreement will impair Apple's right to develop, acquire, license, market, promote, or distribute products or technologies that perform the same or similar functions as, or otherwise compete with, Your Covered Products or any other products or technologies that You may develop, produce, market, or distribute.

#### **14.5 Notices**

Any notices relating to this Agreement shall be in writing, except as set forth in **Section 14.3**. Notices will be deemed given by Apple when sent to You at the email address or mailing address You provided during the sign-up process. Except as set forth in **Section 14.3**, all notices to Apple relating to this Agreement will be deemed given (a) when delivered personally, (b) three business days after having been sent by commercial overnight carrier with written proof of delivery, and (c) five business days after having been sent by first class or certified mail, postage prepaid, to this Apple address: Developer Relations Legal, Apple Inc., One Apple Park Way, MS 37-2ISM, Cupertino, California, 95014, U.S.A. You consent to receive notices by email and agree that any such notices that Apple sends You electronically will satisfy any legal communication requirements. A party may change its email or mailing address by giving the other written notice as described above.

#### **14.6 Severability**

If a court of competent jurisdiction finds any clause of this Agreement to be unenforceable for any reason, that clause of this Agreement shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. However, if applicable law prohibits or restricts You from fully and specifically complying with the Sections of this Agreement entitled "Internal Use License and Restrictions", "Your Obligations", "Apple Certificates; Revocation" or "Deployment", or prevents the enforceability of any of those Sections, this Agreement will immediately terminate and You must immediately discontinue any use of the Apple Software as described in the Section entitled "Term and Termination."

#### **14.7 Waiver and Construction**

Failure by Apple to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Any laws or regulations that provide that the language of a contract will be construed against the drafter will not apply to this Agreement. Section headings are for convenience only and are not to be considered in construing or interpreting this Agreement.

#### **14.8 Export Control**

A. You may not use, export, re-export, import, sell, release, or transfer the Apple Software, Services, or Documentation except as authorized by United States law, the laws of the jurisdiction in which You obtained the Apple Software, and any other applicable laws and regulations. In particular, but without limitation, the Apple Software, Services, source code, technology, and Documentation (collectively referred to as “Apple Technology” for purposes of this Section 14.8) may not be exported, re-exported, transferred, or released (a) into any U.S. embargoed countries or regions or (b) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce’s Denied Persons List or on any other restricted party lists. By using the Apple Technology, You represent and warrant that You are not located in any such country or region or on any such list. You also agree that You will not use the Apple Technology for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missile, chemical or biological weapons or any other military end uses as defined in 15 C.F.R § 744. You certify that pre-release versions of the Apple Technology will only be used for development and testing purposes, and will not be rented, sold, leased, sublicensed, assigned, or otherwise transferred. Further, You certify that You will not sell, transfer or export any product, process or service that is a direct product of such pre-release Apple Technology.

B. You represent and warrant that You and any entity or person that directly or indirectly controls You, or is under common control with You, are not: (a) on any sanctions lists in the countries or regions in which the App Store is available, (b) doing business in any of the US embargoed countries or regions, and (c) a military end user as defined and scoped in 15 C.F.R § 744. As used in this Section 14.8, “control” means that an entity or person possesses, directly or indirectly, the power to direct or cause the direction of the management policies of the other entity, whether through ownership of voting securities, an interest in registered capital, by contract, or otherwise.

#### **14.9 Government End Users**

The Apple Software and Documentation are “Commercial Items”, as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end-users (a) only as Commercial Items and (b) with only those rights as are granted to all other end-users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

#### **14.10 Dispute Resolution; Governing Law**

Any litigation or other dispute resolution between You and Apple arising out of or relating to this Agreement, the Apple Software, or Your relationship with Apple will take place in the Northern District of California, and You and Apple hereby consent to the personal jurisdiction of and exclusive venue in the state and federal courts within that District with respect any such litigation or dispute resolution. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of California, except that body of California law concerning conflicts of law. Notwithstanding the foregoing:

(a) If You are an agency, instrumentality or department of the federal government of the United States, then this Agreement shall be governed in accordance with the laws of the United States of

America, and in the absence of applicable federal law, the laws of the State of California will apply. Further, and notwithstanding anything to the contrary in this Agreement (including but not limited to **Section 10 (Indemnification)**), all claims, demands, complaints and disputes will be subject to the Contract Disputes Act (41 U.S.C. §§601-613), the Tucker Act (28 U.S.C. § 1346(a) and § 1491), or the Federal Tort Claims Act (28 U.S.C. §§ 1346(b), 2401-2402, 2671-2672, 2674-2680), as applicable, or other applicable governing authority. For the avoidance of doubt, if You are an agency, instrumentality, or department of the federal, state or local government of the U.S. or a U.S. public and accredited educational institution, then Your indemnification obligations are only applicable to the extent they would not cause You to violate any applicable law (e.g., the Anti-Deficiency Act), and You have any legally required authorization or authorizing statute;

(b) If You (as an entity entering into this Agreement) are a U.S. public and accredited educational institution or an agency, instrumentality, or department of a state or local government within the United States, then (a) this Agreement will be governed and construed in accordance with the laws of the state (within the U.S.) in which Your entity is domiciled, except that body of state law concerning conflicts of law; and (b) any litigation or other dispute resolution between You and Apple arising out of or relating to this Agreement, the Apple Software, or Your relationship with Apple will take place in federal court within the Northern District of California, and You and Apple hereby consent to the personal jurisdiction of and exclusive venue of such District unless such consent is expressly prohibited by the laws of the state in which Your entity is domiciled; and (c) If You are an international, intergovernmental organization that has been conferred immunity from the jurisdiction of national courts through Your intergovernmental charter or agreement, then any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration under the Rules of Arbitration of the International Chamber of Commerce (the "ICC Rules") in effect at the time of applying for arbitration by three arbitrators appointed in accordance with such rules, and will be conducted according to the International Bar Association (IBA) Rules on the Taking of Evidence in International Arbitration. The place of arbitration shall be London, England. The arbitration shall be conducted in English. Upon Apple's request, You agree to provide evidence of Your status as an intergovernmental organization with such privileges and immunities.

This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

#### **14.11 Entire Agreement; Governing Language**

This Agreement constitutes the entire agreement between the parties with respect to the use of the Apple Software, Apple Services and Apple Certificates licensed hereunder and, except as otherwise set forth herein, supersedes all prior understandings and agreements regarding its subject matter. Notwithstanding the foregoing, to the extent that You are provided with pre-release materials under the Program and such pre-release materials are subject to a separate license agreement, You agree that the license agreement accompanying such materials in addition to **Section 9 (Confidentiality)** of this Agreement shall also govern Your use of such materials. If You have entered or later enter into the Xcode and Apple SDKs Agreement, this Apple Developer Enterprise Program License Agreement will govern in the event of any inconsistencies between the two with respect to the same subject matter; provided, however, that this Apple Developer Enterprise Program License Agreement is not intended to prevent You from exercising any rights granted to You in the Xcode and Apple SDKs Agreement in accordance with the terms and conditions set forth therein. This Agreement may be modified only: (a) by a written amendment signed by both parties, or (b) to the extent expressly permitted by this Agreement (for example, by Apple by written or email notice to You). Any translation is provided as a courtesy to You, and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern, to the extent not prohibited by local law in Your jurisdiction. If You are located in the province of Quebec, Canada or are a government organization within France, then the following clause applies to You: The parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English. *Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.*

**Attachment 1**  
**(to the Agreement)**

**Additional Terms for Apple Push Notification service and Local Notifications**

The following terms are in addition to the terms of the Agreement and apply to any use of the APN (Apple Push Notification service):

**1. Use of the APN**

**1.1** You may use the APN only in Your Internal Use Applications, Your Passes, and/or for sending Safari Push Notifications to the macOS desktop of users of Your Site who have opted in to receive Notifications through Safari on macOS. You, Your Internal Use Application, and/or Your Pass may access the APN only via the APN API and only if You have been assigned a Push Application ID by Apple. Except for a Service Provider who is assisting You with using the APN, You agree not to share Your Push Application ID with any third party. You understand that You will not be permitted to access or use the APN after expiration or termination of Your Agreement.

**1.2** You are permitted to use the APN and the APN APIs only for the purpose of sending Push Notifications to Your Internal Use Application, Your Pass, or to the macOS desktop of users of Your Site who have opted in to receive Safari Push Notifications through Safari on macOS or as permitted by the Agreement (including but not limited to Attachment 2), the APN Documentation and all applicable laws and regulations (including all intellectual property laws).

**1.3** You understand that before You send an end-user any Push Notifications through the APN, the end-user must consent to receive such notifications. You agree not to disable, override or otherwise interfere with any Apple-implemented consent panels or any Apple system preferences for enabling or disabling Notification functionality. If the end-user's consent to receive Push Notifications is denied or later withdrawn, You may not send the end-user Push Notifications.

**2. Additional Requirements**

**2.1** You may not use the APN or Local Notifications for the purpose of sending unsolicited messages to end-users or for the purpose of phishing or spamming, including, but not limited to, engaging in any types of activities that violate anti-spamming laws and regulations, or that are otherwise improper, inappropriate or illegal. The APN and Local Notifications should be used for sending relevant messages to a user that provide a benefit (e.g., a response to an end-user request for information, provision of pertinent information relevant to the Internal Use Application).

**2.2** You may not use the APN or Local Notifications for the purposes of advertising, product promotion, or direct marketing of any kind (e.g., up-selling, cross-selling, etc.), including, but not limited to, sending any messages to promote the use of Your Internal Use Application or advertise the availability of new features or versions. Notwithstanding the foregoing, You may use the APN or Local Notifications for promotional purposes in connection with Your Pass so long as such use is directly related to the Pass, e.g., a store coupon may be sent to Your Pass in Wallet.

**2.3** You may not excessively use the overall network capacity or bandwidth of the APN, or unduly burden an Apple-branded product or an end-user with excessive Push Notifications or Local Notifications, as may be determined by Apple in its reasonable discretion. In addition, You agree not to harm or interfere with Apple's networks or servers, or any third-party servers or networks connected to the APN, or otherwise disrupt other developers' use of the APN.

**2.4** You may not use the APN or Local Notifications to send material that contains any obscene, pornographic, offensive or defamatory content or materials of any kind (text, graphics, images, photographs, sounds, etc.), or other content or materials that may be found objectionable by the end-user of Your Internal Use Application, Your Pass, or Your Site.

**2.5** You may not transmit, store or otherwise make available any material that contains

viruses or any other computer code, files or programs that may harm, disrupt or limit the normal operation of the APN or an Apple-branded product, and You agree not to disable, spoof, hack or otherwise interfere with any security, digital signing, verification or authentication mechanisms that are incorporated in or used by the APN, or enable others to do so.

**3. Additional Terms for Website Push IDs.** Subject to the terms of this Agreement, You understand and agree that Safari Push Notifications that You send using Your Website Push ID must be sent under Your own name, trademark or brand (e.g., a user should know that the communication is coming from Your Site) and must include an icon, trademark, logo or other identifying mark for Your Site. You agree not to misrepresent or impersonate another Site or entity or otherwise mislead users about the originator of the Safari Push Notification. To the extent that You reference a third party's trademark or brand within Your Safari Push Notification, You represent and warrant that You have any necessary rights.

**4. Delivery by the APN or via Local Notifications.** You understand and agree that in order to provide the APN and make Your Push Notifications available on Apple-branded products, Apple may transmit Your Push Notifications across various public networks, in various media, and modify or change Your Push Notifications to comply with the technical and other requirements for connecting to networks or devices. You acknowledge and agree that the APN is not, and is not intended to be, a guaranteed or secure delivery service, and You shall not use or rely upon it as such. Further, as a condition to using the APN or delivering Local Notifications, You agree not to transmit sensitive personal or confidential information belonging to an individual (e.g., a social security number, financial account or transactional information, or any information where the individual may have a reasonable expectation of secure transmission) as part of any such notification, and You agree to comply with any applicable notice or consent requirements with respect to any collection, transmission, maintenance, processing or use of an end-user's personal information.

**5. Your Acknowledgements.** You acknowledge and agree that:

**5.1** Apple may at any time, and from time to time, with or without prior notice to You (a) modify the APN, including changing or removing any feature or functionality, or (b) modify, deprecate, reissue or republish the APN APIs. You understand that any such modifications may require You to change or update Your Internal Use Applications, Your Passes or Your Sites at Your own cost. Apple has no express or implied obligation to provide, or continue to provide, the APN and may suspend or discontinue all or any portion of the APN at any time. Apple shall not be liable for any losses, damages or costs of any kind incurred by You or any other party arising out of or related to any such service suspension or discontinuation or any such modification of the APN or APN APIs.

**5.2** The APN is not available in all languages or in all countries or regions and Apple makes no representation that the APN is appropriate or available for use in any particular location. To the extent You choose to access and use the APN, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to any local laws.

**5.3** Apple provides the APN to You for Your use with Your Internal Use Application, Your Pass, or Your Site and does not provide the APN directly to any end-user. You acknowledge and agree that any Push Notifications are sent by You, not Apple, to the end-user of Your Internal Use Application, Pass or Site, and You are solely liable and responsible for any data or content transmitted therein and for any such use of the APN. Further, You acknowledge and agree that any Local Notifications are sent by You, not Apple, to the user of Your Internal Use Application, and You are solely liable and responsible for any data or content transmitted therein.

**5.4** Apple makes no guarantees to You in relation to the availability or uptime of the APN and is not obligated to provide any maintenance, technical or other support for the APN.

**5.5** Apple reserves the right to remove Your access to the APN, limit Your use of the APN, or revoke Your Push Application ID at any time in its sole discretion.

**5.6** Apple may monitor and collect information (including but not limited to technical and diagnostic information) about Your usage of the APN to aid Apple in improving the APN and other Apple products or services and to verify Your compliance with this Agreement; provided however that Apple will not access or disclose the content of any Push Notification unless Apple has a good faith belief that such access or disclosure is reasonably necessary to: (a) comply with legal process or request; (b) enforce the terms of this Agreement, including investigation of any potential violation hereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Apple, its developers, customers or the public as required or permitted by law. Notwithstanding the foregoing, You acknowledge and agree that iOS, iPadOS, macOS, and watchOS may access Push Notifications locally on a user's device solely for the purposes of responding to user requests and personalizing user experience and suggestions on device.

**6. Additional Liability Disclaimer.** APPLE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE OF THE APN, INCLUDING ANY INTERRUPTIONS TO THE APN OR ANY USE OF NOTIFICATIONS, INCLUDING, BUT NOT LIMITED TO, ANY POWER OUTAGES, SYSTEM FAILURES, NETWORK ATTACKS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER INTERRUPTIONS.



**Attachment 2**  
(to the Agreement)

**Additional Terms for the use of MDM and Configuration Profiles**

**1. Use of MDM and Configuration Profiles**

**1.1** You may access or use MDM only for in-house management of Your employees' Apple-branded devices owned or controlled by You, or Your Authorized Developers' Authorized Test Units; or, if You are selected by Apple as a third-party MDM developer, solely to provide access to MDM to Your MDM Customers as part of an MDM Compatible Product. A Configuration Profile must be installed on each device before use of MDM or device configurations with such Product. You or Your MDM Customers may only use MDM with a Certificate and Configuration Profile configured to respond to the Certificate assigned to You or such MDM Customer for Your MDM Compatible Products. Use of MDM is only permitted as expressly authorized in this Agreement, the MDM Protocol and Documentation, and in accordance with applicable laws.

**1.2** To use MDM, You must maintain a secure server to interact with Apple's APN and/or other Apple web services. You may not excessively use the overall network capacity or bandwidth of such servers or services, or harm, interfere, or disrupt Apple's networks or servers, any third-party networks or servers connected to the APN, other Apple web services, or MDM.

**1.3.** Except as expressly set forth herein, You will not share materials or documentation provided by Apple as a part of MDM with any third party. Except as expressly authorized herein, You agree not to sell, resell, lease, or otherwise provide access or use of MDM, in whole or in part, to a third party or attempt to create a substitute or similar service through use of, or access to, MDM, or use MDM with products other than compatible Apple-branded products.

**2. Additional Requirements For In-House Deployment**

**2.1** If You are using MDM for Your own in-house deployment, You agree to inform Your employees and/or Permitted Users prior to installation of Configuration Profiles, that You will be able to interact with their Deployment Devices remotely, including but not limited to by inspecting, installing or removing profiles, viewing which applications are installed, using secure erase functions, and enforcing device passcodes. As a condition to using the MDM Protocol for such purposes, You represent and warrant to Apple that You have all the necessary rights and consents to collect, use and manage any information You obtain through the use of the MDM Protocol in this manner.

**2.2** You may not use MDM for the purpose of monitoring Your employees, Your Permitted Users, or any Deployment Devices in an undisclosed way or for phishing, harvesting or otherwise collecting unauthorized information, including, but not limited to, engaging in any activity that violates user privacy, or that is improper, inappropriate or illegal.

**2.3** All information that You obtain through use of MDM for in-house deployment may only be used for Your internal information technology and device management purposes, and in accordance with applicable laws.

**3. Additional Requirements for MDM Compatible Products**

**3.1** Except as otherwise set forth above in **Section 2**, You may only use MDM for purposes of developing and distributing MDM Compatible Products to Your MDM Customers if You have been selected by Apple as a third-party developer for such MDM Compatible Products. You may not use MDM, in whole or in part, to provide MDM Compatible Products for non-commercial, personal use, unless otherwise expressly permitted in writing by Apple. Further, You may not license, sell or otherwise provide MDM, in whole or in part, apart from its use within a Compatible Product.

**3.2** Your MDM Compatible Products may not be designed or marketed to monitor end-users or compatible Apple-branded products in any unauthorized way, e.g., phishing, harvesting or engaging in activities that violate user privacy, or are otherwise improper or illegal.

**3.3** Except as set forth herein, all information that You obtain through the use of MDM may only be used to develop or deploy MDM Compatible Products for Your MDM Customers, and in accordance with applicable laws.

#### **4. Certificate Usage for Compatible Products**

**4.1** You understand that Your MDM Customers must obtain a Certificate from Apple prior to any use of MDM with Your Compatible Products and can apply for such Certificate if You have signed their certificate-signing request (CSR). You may sign CSRs only for Your MDM Customers whose enterprise name and individual contact information You have verified. Upon request, You agree to provide such information to Apple and cooperate with Apple regarding their use of MDM – e.g., contacting such entity if there is a problem with their use of MDM or Certificate application.

**4.2** You may not provide, share, or transfer Your Certificate for authenticating MDM Customers to any other entity, including Your MDM Customers or any of Your resellers. You agree to take appropriate measures to safeguard the security and privacy of such Certificate, and may not include it within Your Compatible Product. For clarity, You may use the MDM Protocol to develop Your Compatible Product to assist Your MDM Customers with generating keys and sending a CSR to You. You may not generate or otherwise access Your MDM Customer's private key, nor may You interfere with Apple's processes for providing Certificates. Further, You will not induce others to violate the terms of the Certificate service agreement with Apple or any Apple policies for use of MDM, Configuration Profiles, or Certificates.

**4.3** You are solely responsible for providing Your MDM Customers with support and assistance, including but not limited to any documentation and end-user support and warranties.

#### **5. Your Acknowledgements:** You acknowledge and agree that:

**5.1** Any Configuration Profiles sent via MDM or approved mechanisms are sent by You, not Apple, and You are solely liable and responsible for use of MDM and Configuration Profiles by You, Your employees, Your Authorized Developers, or Your MDM Customers.

**5.2** Apple may at any time, with or without prior notice to You, (a) modify, suspend, or discontinue all or any portion of MDM, including changing or removing any feature or functionality, or (b) modify, reissue or republish the MDM Protocol. Apple makes no guarantees regarding the availability, reliability, or performance of MDM. Apple is not obligated to provide any maintenance, technical or other support for MDM.

**5.3** Apple reserves the right to remove Your access to MDM at any time in its sole discretion. Apple also reserves the right to revoke or disable Your Certificates, or Your MDM Customers' Certificates for MDM, in its sole discretion.

**6. Additional Liability Disclaimer.** APPLE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM OR RELATED TO YOUR USE OF MDM OR CONFIGURATION PROFILES, INCLUDING, BUT NOT LIMITED TO, ANY SCHEDULED OR UNSCHEDULED MAINTENANCE, SERVICE INTERRUPTIONS, LOST OR STOLEN DATA, ANY LIABILITY FROM YOUR ACCESS TO DEPLOYMENT DEVICES THROUGH THE USE OF MDM OR CONFIGURATION PROFILES (INCLUDING ANY PRIVACY VIOLATIONS RELATED THERETO) OR FOR APPLE'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT.

**Attachment 3**  
**(to the Agreement)**  
**Additional Terms for the use of iCloud**

The following terms are in addition to the terms of the Agreement and apply to Your use of the iCloud service for software development and testing in connection with Your Internal Use Application and Web Software.

**1. Use of iCloud**

**1.1** Your Internal Use Applications and/or Web Software may access the iCloud service only if You have been assigned an entitlement by Apple. You agree not to access the iCloud service, or any content, data or information contained therein, other than through the iCloud Storage APIs, CloudKit APIs, or via the CloudKit console provided as part of the Program. You agree not to share Your entitlement with any third party or use it for any purposes not expressly permitted by Apple. You agree to use the iCloud service, the iCloud Storage APIs, and the CloudKit APIs only as expressly permitted by this Agreement and the iCloud Documentation, and in accordance with all applicable laws and regulations. Further, Your Web Software is permitted to access and use the iCloud service (e.g., to store the same type of data that is retrieved or updated in Your Internal Use Application) only so long as Your use of the iCloud service in such Web Software is comparable to Your use in Your corresponding Internal Use Application, as determined in Apple's sole discretion. In the event Apple Services permit You to use more than Your allotment of storage containers in iCloud in order to transfer data to another container for any reason, You agree to only use such additional container(s) for a reasonable limited time to perform such functions and not to increase storage and transactional allotments.

**1.2** You understand that You will not be permitted to access or use the iCloud service for software development or testing after expiration or termination of Your Agreement; however end-users who have Your Internal Use Applications or Web Software installed and who have a valid end-user account with Apple to use iCloud may continue to access their user-generated documents, private containers and files that You have chosen to store in such end-user's account via the iCloud Storage APIs or the CloudKit APIs in accordance with the applicable iCloud terms and conditions and these terms. You agree not to interfere with a user's ability to access iCloud (or the user's own user-generated documents, private containers and files) or to otherwise disrupt their use of the iCloud service in any way and at any time. With respect to data You store in public containers through the CloudKit APIs (whether generated by You or the end-user), Apple reserves the right to suspend access to or delete such data, in whole or in part, upon expiration or termination of Your Agreement, or as otherwise specified by Apple in the CloudKit console.

**1.3** Your Internal Use Application is permitted to use the iCloud Storage APIs only for the purpose of storage and retrieval of key value data (e.g., a list of stocks in a finance App, settings for an App) for Your Internal Use Applications and Web Software and for purposes of enabling Your end-users to access user-generated documents and files through the iCloud service. Your Internal Use Application or Web Software is permitted to use the CloudKit APIs for storing, retrieving, and querying of structured data that You choose to store in public or private containers in accordance with the iCloud Documentation. You agree not to knowingly store any content or materials via the iCloud Storage APIs or CloudKit APIs that would cause Your Internal Use Application to violate any of the iCloud terms and conditions or the Program Requirements for Your Internal Use Applications (e.g., Your Internal Use Application may not store illegal or infringing materials).

**1.4** You may allow a user to access their user-generated documents and files from iCloud through the use of Your Internal Use Applications as well as from Web Software. However, You may not share key value data from Your Internal Use Application with other Internal Use Applications or Web Software, unless You are sharing such data among different versions of the same title, or You have user consent.

**1.5** You are responsible for any content and materials that You store in iCloud through the use of the CloudKit APIs and iCloud Storage APIs and must take reasonable and appropriate

steps to protect information You store through the iCloud service. With respect to third-party claims related to content and materials stored by Your end-users in Your Internal Use Applications through the use of the iCloud Storage APIs or CloudKit APIs (e.g., user-generated documents, end-user posts in public containers), You agree to be responsible for properly handling and promptly processing any such claims, including but not limited to Your compliance with notices sent pursuant to the Digital Millennium Copyright Act (DMCA).

**1.6** Unless otherwise expressly permitted by Apple in writing, You will not use iCloud, the iCloud Storage APIs, CloudKit APIs, or any component or function thereof, to create, receive, maintain or transmit any sensitive, individually-identifiable health information, including “protected health information” (as such term is defined at 45 C.F.R § 160.103), or use iCloud in any manner that would make Apple (or any Apple Subsidiary) Your or any third party’s “business associate” as such term is defined at 45 C.F.R. § 160.103. You agree to be solely responsible for complying with any reporting requirements under law or contract arising from Your breach of this Section.

## **2. Additional Requirements**

**2.1** You understand there are storage capacity, transmission, and transactional limits for the iCloud service, both for You as a developer and for Your end-users. If You reach or Your end-user reaches such limits, then You or Your end-user may be unable to use the iCloud service until You or Your end-user have removed enough data from the service to meet the capacity limits, increased storage capacity or otherwise modified Your usage of iCloud, and You or Your end-user may be unable to access or retrieve data from iCloud during this time.

**2.2** You may not charge any fees to users for access to or use of the iCloud service through Your Internal Use Applications or Web Software, and You agree not to sell access to the iCloud service in any other way, including but not limited to reselling any part of the Services. You will only use the iCloud service in Your Internal Use Application or Web Software to provide storage for an end-user who has a valid end-user iCloud account with Apple and only for use in accordance with the terms of such user account, except that You may use the CloudKit APIs to store of data in public containers for access by end-users regardless of whether such users have iCloud accounts. You will not induce any end-user to violate the terms of their applicable iCloud service agreement with Apple or to violate any Apple usage policies for data or information stored in the iCloud service.

**2.3** You may not excessively use the overall network capacity or bandwidth of the iCloud service or otherwise burden such service with unreasonable data loads or queries. You agree not to harm or interfere with Apple’s networks or servers, or any third-party servers or networks connected to the iCloud, or otherwise disrupt other developers’ or users’ use of the iCloud service.

**2.4** You will not disable or interfere with any warnings, system settings, notices, or notifications that are presented to an end-user of the iCloud service by Apple.

## **3. Your Acknowledgements**

You acknowledge and agree that:

**3.1** Apple may at any time, with or without prior notice to You (a) modify the iCloud Storage APIs or the CloudKit APIs, including changing or removing any feature or functionality, or (b) modify, deprecate, reissue or republish such APIs. You understand that any such modifications may require You to change or update Your Internal Use Applications or Web Software at Your own cost. Apple has no express or implied obligation to provide, or continue to provide, the iCloud service and may suspend or discontinue all or any portion of the iCloud service at any time. Apple shall not be liable for any losses, damages or costs of any kind incurred by You or

any other party arising out of or related to any such service suspension or discontinuation or any such modification of the iCloud service, iCloud Storage APIs or the CloudKit APIs.

**3.2** The iCloud service is not available in all languages or in all countries or regions and Apple makes no representation that the iCloud service is appropriate or available for use in any particular location. To the extent You choose to provide access to the iCloud service in Your Internal Use Applications or Web Software through the iCloud Storage APIs or CloudKit APIs (e.g., to store data in a public or private container), You do so at Your own initiative and are responsible for compliance with any applicable laws or regulations.

**3.3** Apple makes no guarantees to You in relation to the availability or uptime of the iCloud service and is not obligated to provide any maintenance, technical or other support for the iCloud service. Apple is not responsible for any expenditures, investments, or commitments made by You in connection with the iCloud service, or for any use of or access to it.

**3.4** Apple reserves the right to suspend or revoke Your access to the iCloud service or impose limits on Your use of the iCloud service at any time in Apple's sole discretion. In addition, Apple may impose or adjust the limit of transactions Your Internal Use Applications or Web Software may send or receive through the iCloud service or the resources or capacity that they may use at any time in Apple's sole discretion.

**3.5** Apple may monitor and collect information (including but not limited to technical and diagnostic information) about usage of the iCloud service through the iCloud Storage APIs, CloudKit APIs, or CloudKit console, in order to aid Apple in improving the iCloud service and other Apple products or services; provided however that Apple will not access or disclose any end-user data stored in a private container through CloudKit, any Internal Use Application data stored in a public container through CloudKit, or any user-generated documents, files or key value data stored using the iCloud Storage APIs and iCloud service, unless Apple has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal or regulatory process or request, or unless otherwise requested by an end-user with respect to data stored via the iCloud Storage APIs in that end-user's iCloud account or in that end-user's private container via the CloudKit APIs.

**3.6** Further, to the extent that You store any personal information relating to an individual or any information from which an individual can be identified (collectively, "Personal Data") in the iCloud service through the use of the iCloud Storage APIs or CloudKit APIs, You agree that Apple (and any applicable Apple Subsidiary for purposes of this Section 3.6) will act as Your agent for the processing, storage and handling of any such Personal Data. Apple agrees to ensure that any persons authorized to process such Personal Data have agreed to maintain confidentiality (whether through terms or under an appropriate statutory obligation). Apple shall have no right, title or interest in such Personal Data solely as a result of Your use of the iCloud service. You agree that You are solely liable and responsible for ensuring Your compliance with all applicable laws, including privacy and data protection laws, regarding the use or collection of data and information through the iCloud service. You are also responsible for all activity related to such Personal Data, including but not limited to, monitoring such data and activity, preventing and addressing inappropriate data and activity, and removing and terminating access to data. Further, You are responsible for safeguarding and limiting access to such Personal Data by Your personnel and for the actions of Your personnel who are permitted access to use the iCloud service on Your behalf. Personal Data provided by You and Your users to Apple through the iCloud service may be used by Apple only as necessary to provide and improve the iCloud service and to perform the following actions on Your behalf. Apple shall:

(a) use and handle such Personal Data only in accordance with the instructions and permissions from You set forth herein, as well as applicable laws, regulations, accords, or treaties. In the EEA and Switzerland, Personal Data will be handled by Apple only in accordance with the instructions and permissions from You set forth herein unless otherwise required by European Union or

Member State Law, in which case Apple will notify You of such other legal requirement (except in limited cases where Apple is prohibited by law from doing so);

(b) provide You with reasonable means to manage any user access, deletion, or restriction requests as defined in applicable law. In the event of an investigation of You arising from Your good faith use of the iCloud service by a data protection regulator or similar authority regarding such Personal Data, Apple shall provide You with reasonable assistance and support;

(c) notify You by any reasonable means Apple selects, without undue delay and taking account of applicable legal requirements applying to You which mandate notification within a specific timeframe, if Apple becomes aware that Your Personal Data has been altered, deleted or lost as a result of any unauthorized access to the Service. You are responsible for providing Apple with Your updated contact information for such notification purposes in accordance with the terms of this Agreement;

(d) make available to You the information necessary to demonstrate compliance obligations set forth in Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) and to allow for and contribute to audits required under these provisions; provided however that You agree that Apple's ISO 27001 and 27018 certifications shall be considered sufficient for such required audit purposes;

(e) assist You, by any reasonable means Apple selects, in ensuring compliance with its obligations pursuant to Articles 33 to 36 of the GDPR. If Apple receives a third-party request for information You have stored in the iCloud service, then unless otherwise required by law or the terms of such request, Apple will notify You of its receipt of the request and notify the requester of the requirement to address such request to You. Unless otherwise required by law or the request, You will be responsible for responding to the request;

(f) use industry-standard measures to safeguard Personal Data during the transfer, processing and storage of Personal Data. Encrypted Personal Data may be stored at Apple's geographic discretion; and

(g) ensure that where Personal Data, arising in the context of this Agreement, is transferred from the EEA or Switzerland it is only to a third country or region that ensures an adequate level of protection or using the Model Contract Clauses/Swiss Transborder Data Flow Agreement which will be provided to You upon request if you believe that Personal Data is being transferred.

**4. Additional Liability Disclaimer.** NEITHER APPLE NOR ITS SERVICE PROVIDERS SHALL BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE, MISUSE, RELIANCE ON, INABILITY TO USE, INTERRUPTION, SUSPENSION OR TERMINATION OF iCloud, iCloud STORAGE APIS, OR CLOUDKIT APIS, OR FOR ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR DATA OR ANY END-USER DATA OR ANY CLAIMS ARISING FROM ANY USE OF THE FOREGOING BY YOUR END-USERS, INCLUDING ANY CLAIMS REGARDING DATA PROCESSING OR INAPPROPRIATE OR UNAUTHORIZED DATA STORAGE OR HANDLING BY YOU IN VIOLATION OF THIS AGREEMENT.

**Attachment 4**  
**(to the Agreement)**  
**Additional Terms for Passes**

The following terms are in addition to the terms of the Agreement and apply to Your development and distribution of Passes:

**1. Pass Type ID Usage and Restrictions**

You may use the Pass Type ID only for purposes of digitally signing Your Pass for use with Wallet and/or for purposes of using the APN service with Your Pass. You may distribute Your Pass Type ID as incorporated into Your Pass in accordance with **Section 2** below only so long as such distribution is under Your own trademark or brand or if You reference a third party's trademark or brand within Your Pass (e.g., a store coupon for a particular good), You represent and warrant that You have any necessary rights. You agree not to share, provide or transfer Your Pass Type ID to any third party (except to a Service Provider), nor use Your Pass Type ID to sign a third party's pass.

**2. Pass Distribution; Marketing Permissions**

**2.1** Subject to the terms of this Agreement, You may distribute Your Passes only to Your employees and/or Permitted Users for internal use purposes or for limited use by Demo Recipients on Deployment Devices on Your own (or Your Permitted Entity's) physical premises or in other locations when the use is under Your direct supervision and physical control as set forth in **Section 2.1(f)** of the Agreement. You understand that Passes must be accepted by such users before they will be loaded into Wallet and that Passes can be removed or transferred by such users at any time.

**2.2** By distributing Your Passes in this manner, You represent and warrant to Apple that Your Passes comply with the Documentation and Program Requirements then in effect, and the terms of this Attachment 4. Apple shall not be responsible for any costs, expenses, damages, losses (including without limitation lost business opportunities or lost profits) or other liabilities You may incur as a result of distributing Your Passes in this manner.

**2.3** You agree to state on the Pass the name and address, and the contact information (telephone number; email address) to which any end-user questions, complaints, or claims with respect to Your Pass should be directed. You will be responsible for attaching or otherwise including, at Your discretion, any relevant end-user usage terms with Your Pass. Apple will not be responsible for any violations of Your end-user usage terms. You will be solely responsible for all user assistance, warranty and support of Your Pass. You may not charge any fees to end-users in order to use Wallet to access Your Pass.

**3. Additional Pass Requirements**

**3.1** Apple may provide You with templates to use in creating Your Passes, and You agree to choose the relevant template for Your applicable use (e.g., You will not use the boarding pass template for a movie ticket).

**3.2** Passes may only operate and be displayed in Wallet, which is Apple's designated container area for the Pass, through Wallet on the lock screen of a compatible Apple-branded product in accordance with the Documentation.

**3.3.** Notwithstanding anything else in **Section 3.3.9** of the Agreement, with prior user consent, You and Your Pass may share user and/or device data with Your Internal Use Application so long as such sharing is for the purpose of providing a service or function that is directly relevant to the use of the Pass and/or Internal Use Application, or to serve advertising in accordance with **Sections 3.3.12** of the Agreement.

**4. Apple's Right to Review Your Pass; Revocation.** You understand and agree that Apple reserves the right to review and approve or reject any Pass that You would like to distribute for use by Your end-users, or that is already in use by Your end-users, at any time during the Term of this Agreement. If requested by Apple, You agree to promptly provide such Pass to Apple. You agree not to attempt to hide, misrepresent, mislead, or obscure any features, content, services or functionality in Your Pass from Apple's review or otherwise hinder Apple from being able to fully review such Pass, and, You agree to cooperate with Apple and answer questions and provide information and materials reasonably requested by Apple regarding such Pass. If You make any changes to Your Pass after submission to Apple, You agree to notify Apple and, if requested by Apple, resubmit Your Pass prior to any distribution of the modified Pass. Apple reserves the right to revoke Your Pass Type ID and reject Your Pass for distribution to Your end-users for any reason and at any time in its sole discretion, even if Your Pass meets the Documentation and Program Requirements and terms of this Attachment 4; and, in that event, You agree that You may not distribute such Pass to Your end-users.

**5. Additional Liability Disclaimer.** APPLE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE, DISTRIBUTION, MISUSE, RELIANCE ON, INABILITY TO USE, INTERRUPTION, SUSPENSION, OR TERMINATION OF WALLET, YOUR PASS TYPE ID, YOUR PASSES, OR ANY SERVICES PROVIDED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO ANY LOSS OR FAILURE TO DISPLAY YOUR PASS IN WALLET OR ANY END-USER CLAIMS ARISING FROM ANY USE OF THE FOREGOING BY YOUR END-USERS.



**Attachment 5**  
**(to the Agreement)**  
**Additional Terms for the use of the Apple Maps Service**

The following terms are in addition to the terms of the Agreement and apply to any use of the Apple Maps Service in Your Internal Use Application, website, or web application.

**1. Use of the Maps Service**

**1.1** Your Internal Use Application may access the Apple Maps Service only via the MapKit API, Apple Maps Server API or through MapKit JS, and Your website or web application may access the Apple Maps Service only via MapKit JS or Apple Maps Server API. You agree not to access the Apple Maps Service or the Map Data other than through the MapKit API, Apple Maps Server API or MapKit JS, as applicable, and You agree that Your use of the Apple Maps Service in Your Internal Use Applications, websites, or web applications must comply with the Program Requirements.

**1.2** You will use the Apple Maps Service and Map Data only as necessary for providing services and functionality for Your Internal Use Application, website, or web application. You agree to use the Apple Maps Service, MapKit API, Apple Maps Server API, and MapKit JS only as expressly permitted by this Agreement (including but not limited to this Attachment 5) and the MapKit, Apple Maps Server API, and MapKit JS Documentation, and in accordance with all applicable laws and regulations. MapKit JS may not be used in Your website and/or application running on non-Apple hardware for the following commercial purposes: fleet management (including dispatch), asset tracking, enterprise route optimization, or where the primary purpose of such website and/or application is to assess vehicle insurance risk.

**1.3** You acknowledge and agree that results You receive from the Apple Maps Service may vary from actual conditions due to variable factors that can affect the accuracy of the Map Data, such as weather, road and traffic conditions, and geopolitical events.

**2. Additional Restrictions**

**2.1** Neither You nor Your Internal Use Application, website or web application may remove, obscure or alter Apple's or its licensors' copyright notices, trademarks, logos, or any other proprietary rights or legal notices, documents or hyperlinks that may appear in or be provided through the Apple Maps Service.

**2.2** You will not use the Apple Maps Service in any manner that enables or permits bulk downloads or feeds of the Map Data, or any portion thereof, or that in any way attempts to extract, scrape or reutilize any portions of the Map Data. For example, neither You nor Your Internal Use Application may use or make available the Map Data, or any portion thereof, as part of any secondary or derived database.

**2.3** Except to the extent expressly permitted herein, You agree not to copy, modify, translate, create a derivative work of, publish or publicly display the Map Data in any way. Further, You may not use or compare the data provided by the Apple Maps Service for the purpose of improving or creating another mapping service. You agree not to create or attempt to create a substitute or similar service through use of or access to the Apple Maps Service.

**2.4** Your Internal Use Application, website, or web application may display the Map Data only as permitted herein, and when displaying it on a map, You agree that it will be displayed only on an Apple map provided through the Apple Maps Service. Further, You may not surface Map Data within Your Internal Use Application, website, or web application without displaying the corresponding Apple map (e.g., if You surface an address result through the Apple Maps Service, You must display the corresponding map with the address result).

**2.5** Unless otherwise expressly permitted in writing by Apple, Map Data may not be cached, pre-fetched, or stored by You or Your Internal Use Application, website, or web application other than on a temporary and limited basis solely as necessary (a) for Your use of the Apple Maps Service as permitted herein or in the MapKit or MapKit JS documentation, and/or (b) to improve the performance of the Apple Maps Service with Your Internal Use Application, website, or web application, after which, in all cases, You must delete any such Map Data.

**2.6** You may not charge any fees to end-users solely for access to or use of the Apple Maps Service through Your Internal Use Application, website, or web application, and You agree not to sell access to the Apple Maps Service in any other way.

**2.7** You acknowledge and agree that Apple may impose restrictions on Your usage of the Apple Maps Service (e.g., limiting the number of transactions Your Internal Use Application can make through the MapKit API or Apple Maps Server API) or may revoke or remove Your access to the Apple Maps Service (or any part thereof) at any time in its sole discretion. Further, You acknowledge and agree that results You may receive from the Apple Maps Service may vary from actual conditions due to variable factors that can affect the accuracy of Map Data, such as road or weather conditions.

**3. Your Acknowledgements.** You acknowledge and agree that:

**3.1** Apple may at any time, with or without prior notice to You (a) modify the Apple Maps Service and/or the MapKit API, Apple Maps Server API or MapKit JS, including changing or removing any feature or functionality, or (b) modify, deprecate, reissue or republish the MapKit API, Apple Maps Server API or MapKit JS. You understand that any such modifications may require You to change or update Your Internal Use Applications at Your own cost. Apple has no express or implied obligation to provide, or continue to provide, the Apple Maps Service and may suspend or discontinue all or any portion of the Apple Maps Service at any time. Apple shall not be liable for any losses, damages or costs of any kind incurred by You or any other party arising out of or related to any such service suspension or discontinuation or any such modification of the Apple Maps Service, MapKit API, Apple Maps Server API or MapKit JS.

**3.2** The Apple Maps Service may not be available in all countries, regions or languages, and Apple makes no representation that the Apple Maps Service is appropriate or available for use in any particular location. To the extent You choose to provide access to the Apple Maps Service in Your Internal Use Applications or through the MapKit API, Apple Maps Server API or MapKit JS, You do so at Your own initiative and are responsible for compliance with any applicable laws.

**4. Apple's Right to Review Your MapKit and/or MapKit JS Implementation.** You understand and agree that Apple reserves the right to review and approve or reject Your implementation of MapKit and/or MapKit JS in Your Application, website, or web applications, at any time during the Term of this Agreement. If requested by Apple, You agree to promptly provide information regarding Your implementation of MapKit and/or MapKit JS to Apple. You agree to cooperate with Apple and answer questions and provide information and materials reasonably requested by Apple regarding such implementation. Apple reserves the right to revoke Your access to MapKit and/or Your MapKit JS keys and similar credentials at any time in its sole discretion, even if Your use of MapKit and/or MapKit JS meets the Documentation and Program Requirements and terms of this Attachment. By way of example only, Apple may do so if Your MapKit and/or MapKit JS implementation places an excessive and undue burden on the Apple Maps Service, obscures or removes the Apple Maps logo or embedded links when displaying a map, or uses the Apple Maps Service with corresponding offensive or illegal map content.

**5. Additional Liability Disclaimer.** NEITHER APPLE NOR ITS LICENSORS OR SERVICE PROVIDERS SHALL BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM

ANY USE, MISUSE, RELIANCE ON, INABILITY TO USE, INTERRUPTION, SUSPENSION OR TERMINATION OF THE APPLE MAPS SERVICE, INCLUDING ANY INTERRUPTIONS DUE TO SYSTEM FAILURES, NETWORK ATTACKS, OR SCHEDULED OR UNSCHEDULED MAINTENANCE.

LYL136  
06/05/2023

**PLEASE READ THE FOLLOWING APPLE DEVELOPER PROGRAM LICENSE AGREEMENT TERMS AND CONDITIONS CAREFULLY BEFORE DOWNLOADING OR USING THE APPLE SOFTWARE OR APPLE SERVICES. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND APPLE.**

# Apple Developer Program License Agreement

## Purpose

You would like to use the Apple Software (as defined below) to develop one or more Applications (as defined below) for Apple-branded products. Apple is willing to grant You a limited license to use the Apple Software and Services provided to You under this Program to develop and test Your Applications on the terms and conditions set forth in this Agreement.

Applications developed under this Agreement for iOS, iPadOS, macOS, tvOS, visionOS, and watchOS can be distributed: (1) through the App Store, if selected by Apple, (2) on a limited basis for use on Registered Devices (as defined below), and (3) for beta testing through TestFlight. Applications developed for iOS, iPadOS, macOS, and tvOS can additionally be distributed through Custom App Distribution, if selected by Apple. Applications developed for macOS can additionally be separately distributed as described in this Agreement.

Applications that meet Apple's Documentation and Program Requirements may be submitted for consideration by Apple for distribution via the App Store, Custom App Distribution, or for beta testing through TestFlight. If submitted by You and selected by Apple, Your Applications will be digitally signed by Apple and distributed, as applicable. Distribution of free (no charge) Applications (including those that use the In-App Purchase API for the delivery of free content) via the App Store or Custom App Distribution will be subject to the distribution terms contained in Schedule 1 to this Agreement. If You would like to distribute Applications for which You will charge a fee or would like to use the In-App Purchase API for the delivery of fee-based content, You must enter into a separate agreement with Apple ("Schedule 2"). If You would like to distribute paid Applications via Custom App Distribution, You must enter into a separate agreement with Apple ("Schedule 3"). You may also create Passes (as defined below) for use on iOS or watchOS under this Agreement and distribute such Passes for use by Wallet.

## 1. Accepting this Agreement; Definitions

### 1.1 Acceptance

In order to use the Apple Software and Services, You must first accept this Agreement. If You do not or cannot accept this Agreement, You are not permitted to use the Apple Software or Services. Do not download or use the Apple Software or Services in that case. You accept and agree to the terms of this Agreement on Your own behalf and/or on behalf of Your company, organization, educational institution, or agency, instrumentality, or department of the federal government as its authorized legal representative, by doing either of the following:

- (a) checking the box displayed at the end of this Agreement if You are reading this on an Apple website; or
- (b) clicking an "Agree" or similar button, where this option is provided by Apple.

### 1.2 Definitions

Whenever capitalized in this Agreement:

**"Ad Network APIs"** means the Documented APIs that provide a way to validate the successful conversion of advertising campaigns on supported Apple-branded products using a combination of cryptographic signatures and a registration process with Apple.

**“Ad Support APIs”** means the Documented APIs that provide the Advertising Identifier and Tracking Preference.

**“Advertising Identifier”** means a unique, non-personal, non-permanent identifier provided through the Ad Support APIs that are associated with a particular Apple-branded device and are to be used solely for advertising purposes, unless otherwise expressly approved by Apple in writing.

**“Agreement”** means this Apple Developer Program License Agreement, including any attachments, Schedule 1 and any exhibits thereto which are hereby incorporated by this reference. For clarity, this Agreement supersedes the iOS Developer Program License Agreement (including any attachments, Schedule 1 and any exhibits thereto), the Safari Extensions Digital Signing Agreement, the Safari Extensions Gallery Submission Agreement, and the Mac Developer Program License Agreement.

**“App Store”** means an electronic store and its storefronts branded, owned, and/or controlled by Apple, or an Apple Subsidiary or other affiliate of Apple, through which Licensed Applications may be acquired. An App Store exists for each of the following: iOS, iPadOS, macOS, tvOS, visionOS, and watchOS.

**“App Store Connect”** means Apple’s proprietary online content management tool for Applications.

**“Apple”** means Apple Inc., a California corporation with its principal place of business at One Apple Park Way, Cupertino, California 95014, U.S.A.

**“Apple Certificates”** or **“Certificates”** means the Apple-issued digital certificates provided to You by Apple under the Program.

**“Apple Maps Server API”** means the Documented APIs that enable You to add server-to-server mapping features or functionality to Your Applications, websites, or web applications.

**“Apple Maps Service”** means the mapping platform and Map Data provided by Apple via the MapKit API and/or Apple Maps Server API for use by You only in connection with Your Applications, or the mapping platform and Map Data provided by Apple via MapKit JS and related tools for capturing map content (e.g., MapSnapshotter) for use by You only in connection with Your Applications, websites, or web applications.

**“Apple Pay APIs”** means the Documented APIs that enable end-users to send payment information they have stored on a supported Apple-branded product to an Application to be used in payment transactions made by or through the Application, and includes other payment-related functionality as described in the Documentation.

**“Apple Pay Payload”** means a customer data package passed through the Apple Software and Apple Pay APIs as part of a payment transaction (e.g., name, email, billing address, shipping address, and device account number).

**“Apple Push Notification Service”** or **“APN”** means the Apple Push Notification service that Apple may provide to You to enable You to transmit Push Notifications to Your Application or via the MDM Protocol or for use as otherwise permitted herein.

**“APN API”** means the Documented API that enables You to use the APN to deliver a Push Notification to Your Application or for use as otherwise permitted herein.

**“Apple Services”** or **“Services”** means the developer services that Apple may provide or make available through the Apple Software or as part of the Program for use with Your Covered Products, Corresponding Products, or development, including any Updates thereto (if any) that may be provided to You by Apple under the Program.

**“Apple Software”** means Apple SDKs, iOS, watchOS, tvOS, iPadOS, visionOS, and/or macOS, the Provisioning Profiles, FPS SDK, FPS Deployment Package, and any other software that Apple provides to You under the Program, including any Updates thereto (if any) that may be provided to You by Apple under the Program.

**“Apple SDKs”** means the Apple-proprietary Software Development Kits (SDKs) provided hereunder, including but not limited to header files, APIs, libraries, simulators, and software (source code and object code) labeled as part of iOS, watchOS, tvOS, iPadOS, visionOS, or Mac SDK and included in the Xcode Developer Tools package and Swift Playgrounds for purposes of targeting Apple-branded products running iOS, watchOS, tvOS, iPadOS, visionOS, and/or macOS, respectively.

**“Apple Subsidiary”** means a corporation at least fifty percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are owned or controlled, directly or indirectly, by Apple, and that is involved in the operation of or otherwise affiliated with the App Store, Custom App Distribution, TestFlight, and as otherwise referenced herein (e.g., Attachment 4).

**“Apple Weather Data”** means any content, data or information provided through the WeatherKit APIs, including, but not limited to, Weather Alerts, general forecasts and other weather data.

**“Applicable European Laws”** means, as they may apply to either party, any EU laws or laws of any EU member state, in each case, as amended, extended or re-enacted, including all implementing acts made from time to time, as they relate, or are claimed to relate, to the European Relationship. This includes, without limitation, regulations as well as treaties.

**“Application”** means one or more software programs (including extensions, media, and Libraries that are enclosed in a single software bundle) developed by You in compliance with the Documentation and the Program Requirements, for distribution under Your own trademark or brand, and for specific use with an Apple-branded product running iOS, iPadOS, macOS, tvOS, visionOS, or watchOS as applicable, including bug fixes, updates, upgrades, modifications, enhancements, supplements to, revisions, new releases and new versions of such software programs.

**“Authorized Developers”** means Your employees and contractors, members of Your organization or, if You are an educational institution, Your faculty, staff, and Authorized Student Developers, who (a) each have an active and valid Apple Developer account with Apple, (b) have a demonstrable need to know or use the Apple Software in order to develop and test Covered Products or Corresponding Products, and (c) to the extent such individuals will have access to Apple Confidential Information, each have written and binding agreements with You to protect the unauthorized use and disclosure of such Apple Confidential Information.

**“Authorized Student Developers”** means Your students, if You are a university, who also meet the requirements to be Authorized Developers.

**“Authorized Test Units”** means Apple-branded hardware units owned or controlled by You that have been designated by You for Your own testing and development purposes under this Program, and if You permit, Apple-branded hardware units owned or controlled by Your Authorized Developers so long as such units are used for testing and development purposes on Your behalf, or, if You are a university, Apple-branded hardware units owned or controlled by You

and Your Authorized Student Developers that are designated by You for educational purposes, and only as permitted hereunder.

**“Background Assets Framework”** means the Documented APIs that provide Applications with the ability to perform download operations in the background before first launch of the Application by the user and at other times after the first launch.

**“Beta Testers”** means end-users whom You have invited to sign up for TestFlight in order to test pre-release versions of Your Application and who have accepted the terms and conditions of the TestFlight Application.

**“ClassKit APIs”** means the Documented APIs that enable You to send student progress data for use in a school-managed environment.

**“CloudKit APIs”** means the Documented APIs that enable Your Applications, Web Software, and/or Your end-users (if You permit them) to read, write, query and/or retrieve structured data from public and/or private containers in iCloud.

**“Configuration Profile(s)”** means an XML file that allows You to distribute configuration information (e.g., VPN or Wi-Fi settings) and restrictions on device features (e.g., disabling the camera) to compatible Apple-branded products through Apple Configurator or other similar Apple-branded software tools, email, a webpage, or over-the-air deployment, or via Mobile Device Management (MDM).

**“Corresponding Product”** means Your website, web application, or other version of Your software application.

**“Covered Products”** means Your Applications, Libraries, Passes, Safari Extensions, Safari Push Notifications, and/or FPS implementations developed under this Agreement.

**“Custom App Distribution”** means the store or storefront functionality that enables users to obtain Licensed Applications through the use of Apple Business Manager, Apple School Manager, or as otherwise permitted by Apple.

**“DeviceCheck APIs”** means the set of APIs, including server-side APIs, that enable You to set and query two bits of data associated with a device and the date on which such bits were last updated.

**“DeviceCheck Data”** means the data stored and returned through the DeviceCheck APIs.

**“Documentation”** means any technical or other specifications or documentation that Apple may provide to You for use in connection with the Apple Software, Apple Services, Apple Certificates, or otherwise as part of the Program.

**“Documented API(s)”** means the Application Programming Interface(s) documented by Apple in published Apple Documentation and which are contained in the Apple Software.

**“European Relationship”** means the relationship of Apple and/or Apple Distribution International Ltd. with You, whether arising out of this Agreement, the Apple Software, Apple hardware or otherwise, in relation to (i) any Application, Licensed Application and/or Custom Application insofar as delivered to, or intended for delivery to, end users through the App Store in an EU country or region; and/or (ii) any Application, Licensed Application and/or Custom Application, other software (including but not limited to Covered Products and/or Corresponding Products) and/or non-Apple hardware, insofar as used, or intended for use, on iOS or with iOS devices by end users located in the EU.

**“European Relationship Claims”** means any claims or proceedings of any kind to the extent (and only to the extent) they relate to the European Relationship including without limitation contractual claims, claims under Applicable European Laws, claims for interim relief, and any non-contractual claims.

**“Face Data”** means information related to human faces (e.g., face mesh data, facial map data, face modeling data, facial coordinates or facial landmark data, including data from an uploaded photo) that is obtained from a user’s device and/or through the use of the Apple Software (e.g., through ARKit, the Camera APIs, or the Photo APIs), or that is provided by a user in or through an Application (e.g., uploads for a facial analysis service).

**“FPS”** or **“FairPlay Streaming”** means Apple’s FairPlay Streaming Server key delivery mechanism as described in the FPS SDK.

**“FPS Deployment Package”** means the D Function specification for commercial deployment of FPS, the D Function reference implementation, FPS sample code, and set of unique production keys specifically for use by You with an FPS implementation, if provided by Apple to You.

**“FPS SDK”** means the FPS specification, FPS server reference implementation, FPS sample code, and FPS development keys, as provided by Apple to You.

**“FOSS”** (Free and Open Source Software) means any software that is subject to terms that, as a condition of use, copying, modification or redistribution, require such software and/or derivative works thereof to be disclosed or distributed in source code form, to be licensed for the purpose of making derivative works, or to be redistributed free of charge, including without limitation software distributed under the GNU General Public License or GNU Lesser/Library GPL.

**“Game Center”** means the gaming community service and related APIs provided by Apple for use by You in connection with Your Applications that are associated with Your developer account.

**“HealthKit APIs”** means the Documented APIs that enable reading, writing, queries and/or retrieval of an end-user’s health and/or fitness information in Apple’s Health application.

**“HomeKit Accessory Protocol”** means the proprietary protocol licensed by Apple under the MFi Program that enables home accessories designed to work with the HomeKit APIs (e.g., lights, locks) to communicate with compatible Apple-branded products.

**“HomeKit APIs”** means the Documented APIs that enable reading, writing, queries and/or retrieval of an end-user’s home configuration or home automation information from that end-user’s designated area of Apple’s HomeKit Database.

**“HomeKit Database”** means Apple’s repository for storing and managing information about an end-user’s Licensed HomeKit Accessories and associated information.

**“iCloud”** or **“iCloud service”** means the iCloud online service provided by Apple that includes remote online storage.

**“iCloud Storage APIs”** means the Documented APIs that allow storage and/or retrieval of user-generated documents and other files, and allow storage and/or retrieval of key value data (e.g., a list of stocks in a finance App, settings for an App) for Applications and Web Software through the use of iCloud.

**“ID Verifier Data”** means the end users’ data package passed through the Apple Software and ID Verifier APIs as part of the age or ID verification process.



**“ID Verifier APIs”** means the Documented APIs that enable You and/or Merchants to verify the end users’ age or ID information through the use of Your Application.

**“In-App Purchase API”** means the Documented API that enables additional content, functionality or services to be delivered or made available for use within an Application with or without an additional fee.

**“Intermediary Party”** means a party that: (a) passes an Apple Pay end-user’s Apple Pay Payload to a Merchant for processing such end-user’s payment transaction outside of an Application, or (b) develops and makes available an Application to enable Merchants to conduct Tap to Pay transactions.

**“iOS”** means the iOS operating system software provided by Apple for use by You only in connection with Your Application development and testing, including any successor versions thereof.

**“IP Rights”** means any copyrights, trademarks, rights of privacy and publicity, trade secrets, patents, or other intellectual proprietary or legal rights (e.g. musical composition or performance rights, video rights, photography or image rights, logo rights, third-party data rights, etc.) of a similar or corresponding nature in any part of the world, whether registered or not, or capable of registration or not, and including all applications and the right to apply for any of the foregoing.

**“iPadOS”** means the iPadOS operating system software provided by Apple for use by You only in connection with Your Application development and testing, including any successor versions thereof.

**“iPod Accessory Protocol”** or **“iAP”** means Apple’s proprietary protocol for communicating with supported Apple-branded products and which is licensed under the MFi Program.

**“iWork API”** means the Documented API known as the “iWork Document Exporting API” that enables end-users to export iWork documents to PDF format on Your Application or Corresponding Product.

**“Journaling Suggestions API”** means the Documented API that enables a display of journaling suggestions.

**“Library”** means a code module that cannot be installed or executed separately from an Application and that is developed by You in compliance with the Documentation and Program Requirements only for use with Apple-branded products.

**“Licensed Application”** means an Application that (a) meets and complies with all of the Documentation and Program Requirements, and (b) has been selected and digitally signed by Apple for distribution, and includes any additional permitted functionality, content or services provided by You from within an Application using the In-App Purchase API.

**“Licensed Application Information”** means screenshots, images, artwork, previews, icons and/or any other text, descriptions, representations or information relating to a Licensed Application that You provide to Apple for use in accordance with Schedule 1, or, if applicable, Schedule 2 or Schedule 3.

**“Licensed HomeKit Accessories”** means hardware accessories licensed under the MFi Program that support the HomeKit Accessory Protocol.

**“Local Notification”** means a message, including any content or data therein, that Your Application delivers to end-users at a pre-determined time or when Your Application is running in the background and another application is running in the foreground.

“**macOS**” means the macOS operating system software provided by Apple for use by You, including any successor versions thereof.

“**Managed Apple ID**” means the Apple ID created by an organization for an employee or student to use and managed by the organization’s IT administrator.

“**Map Data**” means any content, data or information provided through the Apple Maps Service including, but not limited to, imagery, terrain data, latitude and longitude coordinates, transit data, points of interest and traffic data.

“**MapKit API**” means the Documented client-side API that enables You to add mapping features or functionality to Applications.

“**MapKit JS**” means the JavaScript library that enables You to add mapping features or functionality to Your Applications, websites, or web applications.

“**MDM Compatible Products**” means enterprise server software products that enable management of supported Apple-branded products using the MDM Protocol (which Apple may provide to You at its option), and whose primary purpose is enterprise device management. For clarity, products that are for consumer or personal use are excluded from MDM Compatible Products, except as otherwise expressly permitted in writing by Apple.

“**MDM Customer**” means a commercial enterprise, such as a business organization, educational institution, or government agency, that is a customer of Your MDM Compatible Products. For clarity, MDM Customer specifically excludes consumers or personal users, except as otherwise expressly permitted in writing by Apple.

“**MDM Protocol**” means the proprietary protocol documentation that Apple, at its option, may provide to You under this Agreement to enable You to interact with, manage, configure and query supported Apple-branded products as expressly permitted herein.

“**Merchant**” means a party who: (a) processes Apple Pay payment transactions, (b) uses the TTP APIs to accept payments, conduct transactions and access related services via Your Application, under their own name, trademark, or brand (e.g., their name shows up on the end-user’s credit card statement), or (c) uses the ID Verifier APIs to perform age or ID verification via Your Application.

“**MFi Accessory**” means a non-Apple branded hardware device that interfaces, communicates, or otherwise interoperates with or controls an Apple-branded product using technology licensed under the MFi Program (e.g., the ability to control a supported Apple-branded product through the iPod Accessory Protocol).

“**MFi Licensee**” means a party who has been granted a license by Apple under the MFi Program.

“**MFi Program**” means a separate Apple program that offers developers, among other things, a license to incorporate or use certain Apple technology in or with hardware accessories or devices for purposes of interfacing, communicating or otherwise interoperating with or controlling select Apple-branded products.

“**Mobile Device Management**” (MDM) means the device management functionality and related APIs provided by Apple that enable remote management and configuration of supported Apple-branded products through the use of the MDM Protocol and Apple-issued digital certificates.

“**Motion & Fitness APIs**” means the Documented APIs that are controlled by the Motion & Fitness privacy setting in a compatible Apple-branded product and that enable access to motion

and fitness sensor data (e.g., body motion, step count, stairs climbed), unless the end-user has disabled access to such data.

**“Multitasking”** means the ability of Applications to run in the background while other Applications are also running.

**“MusicKit APIs”** means the set of APIs that enable Apple Music users to access their subscription through Your Application or as otherwise permitted by Apple in the Documentation.

**“MusicKit Content”** means music, video, and/or graphical content rendered through the MusicKit APIs.

**“MusicKit JS”** means the JavaScript library that enables Apple Music users to access their subscription through Your Applications, websites, or web applications.

**“Network Extension Framework”** means the Documented APIs that provide Applications with the ability to customize certain networking features of compatible Apple-branded products (e.g., customizing the authentication process for WiFi Hotspots, VPN features, and content filtering mechanisms).

**“Pass(es)”** means one or more digital passes (e.g., movie tickets, coupons, loyalty reward vouchers, boarding passes, membership cards, etc.) developed by You under this Agreement, under Your own trademark or brand, and which are signed with Your Pass Type ID, or otherwise developed by You in accordance with the Documentation.

**“Pass Information”** means the text, descriptions, representations or information relating to a Pass that You provide to or receive from Your end-users on or in connection with a Pass.

**“Pass Type ID”** means the combination of an Apple Certificate and Push Application ID that is used by You to sign Your Passes and/or communicate with the APN.

**“Program”** means the overall Apple development, testing, digital signing, and distribution program contemplated in this Agreement.

**“Payment Service Provider”** means a provider that: (a) provides payment processing services involving the processing of TTP Data for Merchants, whether directly or indirectly, and (b) is set forth in the Documentation.

**“Program Requirements”** mean the technical, human interface, design, product category, security, performance, and other criteria and requirements specified by Apple, including but not limited to the current set of requirements set forth in **Section 3.3**, as they may be modified from time to time by Apple in accordance with this Agreement.

**“Provisioning Profiles”** means the files (including applicable entitlements or other identifiers) that are provided by Apple for use by You in connection with Your Application development and testing, and limited distribution of Your Applications for use on Registered Devices and/or on Authorized Test Units.

**“Push Application ID”** means the unique identification number or other identifier that Apple assigns to an Application, Pass or Site in order to permit it to access and use the APN, or for use with MDM.

**“Push Notification”** or **“Safari Push Notification”** means a notification, including any content or data therein, that You transmit to end-users for delivery in Your Application, Your Pass, and/or in the case of macOS, to the macOS desktop of users of Your Site who have opted in to receive such messages through Safari on macOS, and/or that is delivered through the use of MDM.

**“Registered Devices”** means Apple-branded hardware units owned or controlled by You, or owned by individuals who are affiliated with You, where such Products have been specifically registered with Apple under this Program.

**“Roster API”** means the Documented API that enables the sharing of student, teacher, and staff Roster Data from a school, if the school’s IT administrator enables Your Application or Corresponding Product to receive that data.

**“Roster Data”** means any user data or tokens obtained, collected through, relating to, or from the use of the Roster API, including any data that relates to an identified or identifiable individual or that is linked or linkable to them.

**“Safari Extensions”** means one or more software extensions developed by You under this Agreement only for use with Safari in compliance with this Agreement.

**“Security Solution”** means the proprietary Apple content protection system marketed as FairPlay, to be applied to Licensed Applications distributed on the App Store to administer Apple’s standard usage rules for Licensed Applications, as such system and rules may be modified by Apple from time to time.

**“Sensitive Content Analysis Framework”** means the Documented APIs that enable Applications to integrate with Communication Safety and/or Sensitive Content Warning, and determine on-device if images and videos that users send and receive in Your Application contain nudity.

**“ShazamKit APIs”** means the Documented APIs that enable You to add audio-based recognition features or functionality to Your Application and Corresponding Products.

**“ShazamKit Content”** means metadata, music, and/or graphical content provided by Apple and rendered through the ShazamKit APIs, including but not limited to MusicKit Content.

**“Sign In with Apple”** means the Documented APIs and JavaScript libraries that allow You to log users into Your Application (and Corresponding Products) with their Apple ID or anonymized credentials.

**“Sign in with Apple at Work & School”** means the Documented APIs and JavaScript libraries that allow You to log users into Your Application (and Corresponding Products) with their Managed Apple ID subject to the management of access by the user organization’s IT administrator.

**“SiriKit”** means the set of APIs that allow Your Application to access or provide SiriKit domains, intents, shortcuts, donations, and other related functionality, as set forth in the Documentation.

**“Site”** means a website provided by You under Your own name, trademark or brand.

**“Single Sign-on Specification”** means the Documentation provided by Apple hereunder for the Single Sign-On API, as updated from time to time.

**“Tap to Pay Data”** or **“TTP Data”** means a Merchant’s customer’s data package passed through the Apple Software and Tap to Pay APIs as part of a transaction (e.g., primary account number, transaction amount, etc.).

**“Tap to Pay APIs”** or **“TTP APIs”** means the Documented APIs that enable Merchants to conduct transactions through the use of Your Application.

“**Term**” means the period described in **Section 11**.

“**TestFlight**” means Apple’s beta testing service for pre-release Applications made available through Apple’s TestFlight Application.

“**TestFlight Application**” means Apple’s application that enables the distribution of pre-release versions of Your Applications to a limited number of Your Authorized Developers and to a limited number of Beta Testers (as specified on the TestFlight developer website) through TestFlight.

“**Tracking Preference**” means the Apple setting that enables an end-user to set an ad tracking preference.

“**TV App API**” means the API documented in the TV App Specification that enables You to provide Apple with TV App Data.

“**TV App Data**” means the data described in the TV App Specification to be provided to Apple through the TV App API.

“**TV App Features**” means functionality accessible via the TV App and/or tvOS, iOS, iPadOS, and/or macOS devices, which functionality provides the user the ability to view customized information and recommendations regarding content and to access such content through the user’s apps, and/or provides the user the ability to continue play of previously viewed content.

“**TV App Specification**” means the Documentation provided by Apple hereunder for the TV App API, as updated from time to time.

“**tvOS**” means the tvOS operating system software, including any successor versions thereof.

“**Updates**” means bug fixes, updates, upgrades, modifications, enhancements, supplements, and new releases or versions of the Apple Software or Services, or to any part of the Apple Software or Services.

“**visionOS**” means the visionOS operating system software, including any successor versions thereof.

“**Wallet**” means Apple’s application that has the ability to store and display Passes for use on iOS, iPadOS, watchOS, or Safari on macOS.

“**WatchKit Extension**” means an extension bundled as part of Your Application that accesses the WatchKit framework on iOS to run and display a WatchKit app on the watchOS.

“**watchOS**” means the watchOS operating system software, including any successor versions thereof.

“**Weather Alerts**” means any weather warnings, or other alerts provided via the WeatherKit APIs from time to time by meteorological agencies describing specific weather conditions in a geographic location.

“**WeatherKit APIs**” means the Documented APIs that enable You to add weather features or functionality to Your Applications or Corresponding Products.

“**Web Software**” means web-based versions of Your software applications that have the same title and substantially equivalent features and functionality as Your Licensed Application (e.g., feature parity).

**“Website Push ID”** means the combination of an Apple Certificate and Push Application ID that is used by You to sign Your Site’s registration bundle and/or communicate with the APN.

**“Xcode Cloud”** or **“Xcode Cloud Service”** means Apple’s cloud hosted continuous integration and delivery service and related technologies.

**“Xcode Cloud Content”** means the software, tests, scripts, data, information, text, graphics, videos, or other content that You post or make available when accessing or using the Xcode Cloud Service (including any software residing in source code repositories to which You provide log-in credentials), excluding any Apple materials licensed to You.

**“You”** and **“Your”** means and refers to the person(s) or legal entity (whether the company, organization, educational institution, or governmental agency, instrumentality, or department) that has accepted this Agreement under its own developer account and that is using the Apple Software or otherwise exercising rights under this Agreement.

**Note:** For the sake of clarity, You may authorize contractors to develop Applications on Your behalf, but any such Applications must be owned by You, submitted under Your own developer account, and distributed as Applications only as expressly permitted herein. You are responsible to Apple for Your contractors’ activities under Your account (e.g., adding them to Your team to perform development work for You) and their compliance with this Agreement. Any actions undertaken by Your contractors arising out of this Agreement shall be deemed to have been taken by You, and You (in addition to Your contractors) shall be responsible to Apple for all such actions.

## **2. Internal Use License and Restrictions**

### **2.1 Permitted Uses and Restrictions; Program Services**

Subject to the terms and conditions of this Agreement, Apple hereby grants You during the Term, a limited, non-exclusive, personal, revocable, non-sublicensable and non-transferable license to:

- (a) Install a reasonable number of copies of the Apple Software provided to You under the Program on Apple-branded products owned or controlled by You, to be used internally by You or Your Authorized Developers for the sole purpose of developing or testing Covered Products designed to operate on the applicable Apple-branded products, except as otherwise expressly permitted in this Agreement;
- (b) Make and distribute a reasonable number of copies of the Documentation to Authorized Developers for their internal use only and for the sole purpose of developing or testing Covered Products, except as otherwise expressly permitted in this Agreement;
- (c) Install a Provisioning Profile on each of Your Authorized Test Units, up to the number of Authorized Test Units that You have registered and acquired licenses for, to be used internally by You or Your Authorized Developers for the sole purpose of developing and testing Your Applications, except as otherwise expressly permitted in this Agreement;
- (d) Install a Provisioning Profile on each of Your Registered Devices, up to the limited number of Registered Devices that You have registered and acquired licenses for, for the sole purpose of enabling the distribution and use of Your Applications on such Registered Devices; and
- (e) Incorporate the Apple Certificates issued to You pursuant to this Agreement for purposes of digitally signing Your Applications, Passes, Safari Extensions, Safari Push Notifications, and as otherwise expressly permitted by this Agreement.

Apple reserves the right to set the limited number of Apple-branded products that each Licensee may register with Apple and obtain licenses for under this Program (a **“Block of Registered Device Licenses”**). For the purposes of limited distribution on Registered Devices under **Section 7.3 (Ad Hoc distribution)**, each company, organization, educational institution or affiliated group may only acquire one (1) Block of Registered Device Licenses per company, organization, educational institution or group, unless otherwise agreed in writing by Apple. You

agree not to knowingly acquire, or to cause others to acquire, more than one Block of Registered Device Licenses for the same company, organization, educational institution or group.

Apple may provide access to services by or through the Program for You to use with Your developer account (e.g., device or app provisioning, managing teams or other account resources). You agree to access such services only through the Program web portal (which is accessed through Apple's developer website) or through Apple-branded products that are designed to work in conjunction with the Program (e.g., Xcode, App Store Connect, Swift Playgrounds) and only as authorized by Apple. If You (or Your Authorized Developers) access Your developer account through these other Apple-branded products, You acknowledge and agree that this Agreement shall continue to apply to any use of Your developer account and to any features or functionality of the Program that are made available to You (or Your Authorized Developers) in this manner (e.g., Apple Certificates and Provisioning Profiles can be used only in the limited manner permitted herein, etc.). You agree not to create or attempt to create a substitute or similar service through use of or access to the services provided by or through the Program. If Apple provides power and performance metrics for Your Application, You agree that such metrics may be used solely for Your own internal use and may not be provided to any third party (except as set forth in **Section 2.9**). Further, You may only access such services using the Apple ID associated with Your developer account or authentication credentials (e.g., keys, tokens, password) associated with Your developer account, and You are fully responsible for safeguarding Your Apple ID and authentication credentials from compromise and for using them only as authorized by Apple and in accordance with the terms of this Agreement, including but not limited to **Section 2.8** and **5**. Except as otherwise expressly permitted herein, You agree not to share, sell, resell, rent, lease, lend, or otherwise provide access to Your developer account or any services provided therewith, in whole or in part, to anyone who is not an Authorized Developer on Your team, and You agree not to solicit or request Apple Developer Program members to provide You with their Apple IDs, authentication credentials, and/or related account information and materials (e.g., Apple Certificates used for distribution or submission to the App Store or TestFlight). You understand that each team member must have their own Apple ID or authentication credentials to access Your account, and You shall be fully responsible for all activity performed through or in connection with Your account. To the extent that You own or control an Apple-branded computer running Apple's macOS Server or Xcode Server ("**Server**") and would like to use it for Your own development purposes in connection with the Program, You agree to use Your own Apple ID or other authentication credentials for such Server, and You shall be responsible for all actions performed by such Server.

## **2.2 Authorized Test Units and Pre-Release Apple Software**

As long as an Authorized Test Unit contains any pre-release versions of the Apple Software or uses pre-release versions of Services, You agree to restrict access to such Authorized Test Unit to Your Authorized Developers and to not disclose, show, rent, lease, lend, sell or otherwise transfer such Authorized Test Unit to any third party. You further agree to take reasonable precautions to safeguard, and to instruct Your Authorized Developers to safeguard, all Authorized Test Units from loss or theft. Further, subject to the terms of this Agreement, You may deploy Your Applications to Your Authorized Developers for use on a limited number of Authorized Test Units for Your own internal testing and development purposes.

**You acknowledge that by installing any pre-release Apple Software or using any pre-release Services on Your Authorized Test Units, these Units may be "locked" into testing mode and may not be capable of being restored to their original condition.** Any use of any pre-release Apple Software or pre-release Services are for evaluation and development purposes only, and You should not use any pre-release Apple Software or pre-release Services in a commercial operating environment or with important data. You should back up any data prior to using the pre-release Apple Software or pre-release Services. Apple shall not be responsible for any costs, expenses or other liabilities You may incur as a result of provisioning Your Authorized Test Units and Registered Devices, Your Covered Product development or the installation or use

of this Apple Software or any pre-release Apple Services, including but not limited to any damage to any equipment, or any damage, loss, or corruption of any software, information or data.

### **2.3 Confidential Nature of Pre-Release Apple Software and Services**

From time to time during the Term, Apple may provide You with pre-release versions of the Apple Software or Services that constitute Apple Confidential Information and are subject to the confidentiality obligations of this Agreement, except as otherwise set forth herein. Such pre-release Apple Software and Services should not be relied upon to perform in the same manner as a final-release, commercial-grade product, nor used with data that is not sufficiently and regularly backed up, and may include features, functionality or APIs for software or services that are not yet available. You acknowledge that Apple may not have publicly announced the availability of such pre-release Apple Software or Services, that Apple has not promised or guaranteed to You that such pre-release software or services will be announced or made available to anyone in the future, and that Apple has no express or implied obligation to You to announce or commercially introduce such software or services or any similar or compatible technology. You expressly acknowledge and agree that any research or development that You perform with respect to pre-release versions of the Apple Software or Services is done entirely at Your own risk.

### **2.4 Copies**

You agree to retain and reproduce in full the Apple copyright, disclaimers and other proprietary notices (as they appear in the Apple Software and Documentation provided) in all copies of the Apple Software and Documentation that You are permitted to make under this Agreement.

### **2.5 Ownership**

Apple retains all rights, title, and interest in and to the Apple Software, Services, and any Updates it may make available to You under this Agreement. You agree to cooperate with Apple to maintain Apple's ownership of the Apple Software and Services, and, to the extent that You become aware of any claims relating to the Apple Software or Services, You agree to use reasonable efforts to promptly provide notice of any such claims to Apple. The parties acknowledge that this Agreement does not give Apple any ownership interest in Your Covered Products or Corresponding Products.

### **2.6 No Other Permitted Uses**

Except as otherwise set forth in this Agreement, You agree not to rent, lease, lend, upload to or host on any website or server, sell, redistribute, or sublicense the Apple Software, Apple Certificates, or any Services, in whole or in part, or to enable others to do so. You may not use the Apple Software, Apple Certificates, or any Services provided hereunder for any purpose not expressly permitted by this Agreement, including any applicable Attachments and Schedules. You agree not to install, use or run the Apple SDKs on any non-Apple-branded computer, and not to install, use or run iOS, iPadOS, macOS, tvOS, visionOS, watchOS, and Provisioning Profiles on or in connection with devices other than Apple-branded products, or to enable others to do so. You may not and You agree not to, or to enable others to, copy (except as expressly permitted under this Agreement), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, decrypt, or create derivative works of the Apple Software, Apple Certificates or any Services provided by the Apple Software or otherwise provided hereunder, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by licensing terms governing use of open-sourced components or sample code included with the Apple Software). You agree not to exploit any Apple Software, Apple Certificates, or Services provided hereunder in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity, or by harvesting or misusing data provided by such Apple Software, Apple Certificates, or Services. Any attempt to do so is a violation of the rights of Apple and its licensors of the Apple Software or Services. If You breach any of the foregoing restrictions, You may be subject to prosecution and damages. All licenses not expressly granted in this Agreement are reserved and no other licenses, immunity or rights, express or implied are granted by Apple, by implication, estoppel, or otherwise. This Agreement does not grant You any rights to use any trademarks, logos or



service marks belonging to Apple, including but not limited to the iPhone or iPod word marks. If You make reference to any Apple products or technology or use Apple's trademarks, You agree to comply with the published guidelines at <https://www.apple.com/legal/intellectual-property/guidelinesfor3rdparties.html>, as they may be modified by Apple from time to time.

## **2.7 FPS SDK and FPS Deployment Package**

You may use the FPS SDK to develop and test a server-side implementation of FPS, solely for use with video streamed by You (or on Your behalf) through Your Applications, or video downloaded for viewing through Your Applications, on iOS, iPadOS, and/or tvOS, through Safari on macOS, or as otherwise approved by Apple in writing (collectively, "**Authorized FPS Applications**"). You understand that You will need to request the FPS Deployment Package on the Program web portal prior to any production or commercial use of FPS. As part of such request, You will need to submit information about Your requested use of FPS. Apple will review Your request and reserves the right to not provide You with the FPS Deployment Package at its sole discretion, in which case You will not be able to deploy FPS. Any development and testing You perform with the FPS SDK is at Your own risk and expense, and Apple will not be liable to You for such use or for declining Your request to use FPS in a production or commercial environment.

If Apple provides You with the FPS Deployment Package, You agree to use it solely as approved by Apple and only in connection with video content streamed by You (or on Your behalf) to Authorized FPS Applications or downloaded for viewing through Your Authorized FPS Applications. Except as permitted in **Section 2.9 (Third-Party Service Providers)**, You will not provide the FPS Deployment Package to any third party or sublicense, sell, resell, lease, disclose, or re-distribute the FPS Deployment Package or FPS SDK to any third party (or any implementation thereof) without Apple's prior written consent.

You acknowledge and agree that the FPS Deployment Package (including the set of FPS production keys) is Apple Confidential Information as set forth in **Section 9 (Confidentiality)**. Further, such FPS keys are unique to Your company or organization, and You are solely responsible for storing and protecting them. You may use such FPS keys solely for the purpose of delivering and protecting Your content key that is used to decrypt video content streamed by You to Authorized FPS Applications or downloaded for viewing through Your Authorized FPS Applications. Apple will have no liability or responsibility for unauthorized access to or use of any FPS key or any content streamed or otherwise delivered under this Agreement in connection with FPS. In the event that Your FPS key is disclosed, discovered, misappropriated or lost, You may request that Apple revoke it by emailing [product-security@apple.com](mailto:product-security@apple.com), and You understand that Apple will have no obligation to provide a replacement key. Apple reserves the right to revoke Your FPS key at any time if requested by You, in the event of a breach of this Agreement by You, if otherwise deemed prudent or reasonable by Apple, or upon expiration or termination of this Agreement for any reason.

You acknowledge and agree that Apple reserves the right to revoke or otherwise remove Your access to and use of FPS (or any part thereof) at any time in its sole discretion. Further, Apple will have no obligation to provide any modified, updated or successor version of the FPS Deployment Package or the FPS SDK to You and will have no obligation to maintain compatibility with any prior version. If Apple makes new versions of the FPS Deployment Package or FPS SDK available to You, then You agree to update to them within a reasonable time period if requested to do so by Apple.

## **2.8 Use of Apple Services**

Apple may provide access to Apple Services that Your Covered Products or Your Corresponding Products may call through APIs in the Apple Software and/or that Apple makes available to You through other mechanisms, e.g., through the use of keys that Apple may make accessible to You under the Program. You agree to access such Apple Services only through the mechanisms

provided by Apple for such access and only for use on Apple-branded products. Except as permitted in **Section 2.9 (Third-Party Service Providers)** or as otherwise set forth herein, You agree not to share access to mechanisms provided to You by Apple for the use of the Services with any third party. Further, You agree not to create or attempt to create a substitute or similar service through use of or access to the Apple Services.

You agree to access and use such Services only as necessary for providing services and functionality for Your Covered Products or Your Corresponding Products that are eligible to use such Services and only as permitted by Apple in writing, including in the Documentation. You may not use the Apple Services in any manner that is inconsistent with the terms of this Agreement or that infringes any intellectual property rights of a third party or Apple, or that violates any applicable laws or regulations. You agree that the Apple Services contain proprietary content, information and material owned by Apple and its licensors, and protected by applicable intellectual property and other laws. You may not use such proprietary content, information or materials in any way whatsoever, except for the permitted uses of the Apple Services under this Agreement, or as otherwise agreed by Apple in writing.

You understand there may be storage capacity, transmission, and/or transactional limits for the Apple Services both for You as a developer and for Your end-users. If You reach or Your end-user reaches such limits, then You or Your end-user may be unable to use the Apple Services or may be unable to access or retrieve data from such Services through Your Covered Products, Your Corresponding Products or through the applicable end-user accounts. You agree not to charge any fees to end-users solely for access to or use of the Apple Services through Your Covered Products or Your Corresponding Products, or for any content, data or information provided therein, and You agree not to sell access to the Apple Services in any way. You agree not to fraudulently create any end-user accounts or induce any end-user to violate the terms of their applicable end-user terms or service agreement with Apple or to violate any Apple usage policies for such end-user services. Except as expressly set forth herein, You agree not to interfere with an end-user's ability to access or use any such services.

Apple reserves the right to change, suspend, deprecate, deny, limit, or disable access to the Apple Services, or any part thereof, at any time without notice (including but not limited to revoking entitlements or changing any APIs in the Apple Software that enable access to the Services or not providing You with an entitlement). In no event will Apple be liable for the removal of or disabling of access to any of the foregoing. Apple may also impose limits and restrictions on the use of or access to the Apple Services, may remove the Apple Services for indefinite time periods, may revoke Your access to the Apple Services, or may cancel the Apple Services (or any part thereof) at any time without notice or liability to You and in its sole discretion.

Apple does not guarantee the availability, accuracy, completeness, reliability, or timeliness of any data or information displayed by any Apple Services. To the extent You choose to use the Apple Services with Your Covered Products or Corresponding Products, You are responsible for Your reliance on any such data or information. You are responsible for Your use of the Apple Software and Apple Services, and if You use such Services, then it is Your responsibility to maintain appropriate alternate backup of all Your content, information and data, including but not limited to any content that You may provide to Apple for hosting as part of Your use of the Services. You understand and agree that You may not be able to access certain Apple Services upon expiration or termination of this Agreement and that Apple reserves the right to suspend access to or delete content, data or information that You or Your Covered Product or Corresponding Product have stored through Your use of such Services provided hereunder. You should review the Documentation and policy notices posted by Apple prior to using any Apple Services.

Apple Services may not be available in all languages or in all countries or regions, and Apple makes no representation that any such Services would be appropriate, accurate or available for use in any particular location or product. To the extent You choose to use the Apple Services

with Your Applications, You do so at Your own initiative and are responsible for compliance with any applicable laws. Apple reserves the right to charge fees for Your use of the Apple Services. Apple will inform You of any Apple Service fees or fee changes by email and information about such fees will be posted in the Program web portal, App Store Connect, or the CloudKit console. Apple Service availability and pricing are subject to change. Further, Apple Services may not be made available for all Covered Products or Corresponding Products and may not be made available to all developers. Apple reserves the right to not provide (or to cease providing) the Apple Services to any or all developers at any time in its sole discretion.

## **2.9 Third-Party Service Providers**

Unless otherwise prohibited by Apple in the Documentation or this Agreement, You are permitted to employ or retain a third party (“**Service Provider**”) to assist You in using the Apple Software and Services provided pursuant to this Agreement, including, but not limited to, engaging any such Service Provider to maintain and administer Your Applications’ servers on Your behalf, provided that any such Service Provider’s use of the Apple Software and Services or any materials associated therewith is done solely on Your behalf and only in accordance with these terms. Notwithstanding the foregoing, You may not use a Service Provider to submit an Application to the App Store or use TestFlight on Your behalf. You agree to have a binding written agreement with Your Service Provider with terms at least as restrictive and protective of Apple as those set forth herein. Any actions undertaken by any such Service Provider in relation to Your Applications or use of the Apple Software or Apple Services and/or arising out of this Agreement shall be deemed to have been taken by You, and You (in addition to the Service Provider) shall be responsible to Apple for all such actions (or any inactions). In the event of any actions or inactions by the Service Provider that would constitute a violation of this Agreement or otherwise cause any harm, Apple reserves the right to require You to cease using such Service Provider.

## **2.10 Updates; No Support or Maintenance**

Apple may extend, enhance, or otherwise modify the Apple Software or Services (or any part thereof) provided hereunder at any time without notice, but Apple shall not be obligated to provide You with any Updates to the Apple Software or Services. If Updates are made available by Apple, the terms of this Agreement will govern such Updates, unless the Update is accompanied by a separate license in which case the terms of that license will govern. You understand that such modifications may require You to change or update Your Covered Products or Your Corresponding Products. Further, You acknowledge and agree that such modifications may affect Your ability to use, access, or interact with the Apple Software and Services. Apple is not obligated to provide any maintenance, technical or other support for the Apple Software or Services. You acknowledge that Apple has no express or implied obligation to announce or make available any Updates to the Apple Software or to any Services to anyone in the future. Should an Update be made available, it may have APIs, features, services or functionality that are different from those found in the Apple Software licensed hereunder or the Services provided hereunder.

# **3. Your Obligations**

## **3.1 General**

You certify to Apple and agree that:

(a) You are of the legal age of majority in the jurisdiction in which You reside (at least 18 years of age in many countries or regions) and have the right and authority to enter into this Agreement on Your own behalf, or if You are entering into this Agreement on behalf of Your company, organization, educational institution, or agency, instrumentality, or department of the federal government, that You have the right and authority to legally bind such entity or organization to the terms and obligations of this Agreement. If You are a university, Your Authorized Student Developers are of the legal age of majority in the jurisdiction in which You reside (at least 18 years of age in many countries or regions), and are currently enrolled at Your university;

- (b) All information provided by You to Apple or Your end-users in connection with this Agreement or Your Covered Products or Corresponding Products, including without limitation Licensed Application Information or Pass Information, will be current, true, accurate, supportable and complete and, with regard to information You provide to Apple, You will promptly notify Apple of any changes to such information. Further, You agree that Apple may share such information (including email address and mailing address) with third parties who have a need to know for purposes related thereto (e.g., intellectual property questions, customer service inquiries, etc.);
- (c) You will comply with the terms of and fulfill Your obligations under this Agreement, including obtaining any required consents for Your Authorized Developers' use of the Apple Software and Services, and You agree to monitor and be fully responsible for all such use by Your Authorized Developers and their compliance with the terms of this Agreement;
- (d) You will be solely responsible for all costs, expenses, losses and liabilities incurred, and activities undertaken by You and Your Authorized Developers in connection with the Apple Software and Apple Services, the Authorized Test Units, Registered Devices, Your Covered Products, Your Corresponding Products, and Your related development and distribution efforts, including, but not limited to, any related development efforts, network and server equipment, Internet service(s), or any other hardware, software or services used by You in connection with Your use of any services. Authorized Student Developers may not access any entitlement profiles provided to You by Apple, unless otherwise approved in writing by Apple;
- (e) For the purposes of Schedule 1 (if applicable), You represent and warrant that You own or control the necessary rights in order to appoint Apple and Apple Subsidiaries as Your worldwide agent for the delivery of Your Licensed Applications, and that the fulfillment of such appointment by Apple and Apple Subsidiaries shall not violate or infringe the rights of any third party; and
- (f) You will not act in any manner which conflicts or interferes with any existing commitment or obligation You may have and no agreement previously entered into by You will interfere with Your performance of Your obligations under this Agreement.

### **3.2 Use of the Apple Software and Apple Services**

As a condition to using the Apple Software and any Apple Services, You agree that:

- (a) You will use the Apple Software and any services only for the purposes and in the manner expressly permitted by this Agreement and in accordance with all applicable laws and regulations;
- (b) You will not use the Apple Software or any Apple Services: (1) for any unlawful or illegal activity, nor to develop any Covered Product or Corresponding Products, which would commit or facilitate the commission of a crime, or other tortious, unlawful or illegal act; (2) to threaten, incite, or promote violence, terrorism, or other serious harm; or (3) to create or distribute any content or activity that promotes child sexual exploitation or abuse;
- (c) Your Application, Library and/or Pass will be developed in compliance with the Documentation and the Program Requirements, the current set of which is set forth in **Section 3.3** below;
- (d) To the best of Your knowledge and belief, Your Covered Products or Corresponding Products, Licensed Application Information, Xcode Cloud Content, and Pass Information do not and will not violate, misappropriate, or infringe any Apple or third-party copyrights, trademarks, rights of privacy and publicity, trade secrets, patents, or other proprietary or legal rights (e.g., musical composition or performance rights, video rights, photography or image rights, logo rights, third-party data rights, etc. for content and materials that may be included in Your Application);
- (e) You will not, through use of the Apple Software, Apple Certificates, Apple Services or otherwise, create any Covered Product, Corresponding Product, or other code or program that would: (1) disable, hack or otherwise interfere with the Security Solution, or any security, digital signing, digital rights management, verification or authentication mechanisms implemented in or by iOS, iPadOS, macOS, tvOS, visionOS, watchOS, the Apple Software, or any Services, or other Apple software or technology, or enable others to do so (except to the extent expressly permitted by Apple in writing); or (2) violate the security, integrity, or availability of any user, network, computer or communications system;
- (f) You will not, directly or indirectly, commit any act intended to interfere with any of the Apple Software or Services, the intent of this Agreement, or Apple's business practices including, but not limited to, taking actions that may hinder the performance or intended use of the App Store,

Custom App Distribution, TestFlight, Xcode Cloud, Ad Hoc distribution, or the Program (e.g., submitting fraudulent reviews of Your own Application or any third-party application, choosing a name for Your Application that is substantially similar to the name of a third-party application in order to create consumer confusion, or squatting on application names to prevent legitimate third-party use). Further, You will not engage, or encourage others to engage, in any unlawful, unfair, misleading, fraudulent, improper, or dishonest acts or business practices relating to Your Covered Products or Corresponding Products (e.g., engaging in bait-and-switch pricing, consumer misrepresentation, deceptive business practices, or unfair competition against other developers); and

(g) Applications for iOS, iPadOS, tvOS, visionOS, and watchOS developed using the Apple Software may be distributed only if selected by Apple (in its sole discretion) for distribution via the App Store, for beta distribution through TestFlight, or through Ad Hoc distribution as contemplated in this Agreement. Applications for iOS, iPadOS, macOS, and tvOS may additionally be distributed via Custom App Distribution. Passes developed using the Apple Software may be distributed to Your end-users via email, a website or an Application in accordance with the terms of this Agreement, including Attachment 5. Safari Extensions signed with an Apple Certificate may be distributed to Your end-users in accordance with the terms of this Agreement, including Attachment 7. Applications for macOS may be distributed outside of the App Store using Apple Certificates and/or tickets as set forth in **Section 5.3** and **5.4**.

### **3.3 Program Requirements**

Any Application that will be submitted to the App Store, Custom App Distribution, or TestFlight, or that will be distributed through Ad Hoc distribution, must be developed in compliance with the Documentation and this Agreement, including the Program Requirements set forth below in this **Section 3.3**. Corresponding Products, Libraries, and Passes are subject to the same requirements.

#### **3.3.1 APIs, Functionality, and User Interface**

##### **A. Documented APIs**

Applications may only use Documented APIs in the manner prescribed by Apple and must not use or call any private APIs. Further, macOS Applications submitted to Apple for distribution on the App Store may use only Documented APIs included in the default installation of macOS, as bundled with Xcode and the Mac SDK, or as bundled with Swift Playgrounds; deprecated technologies (such as Java) may not be used.

##### **B. Executable Code**

Except as set forth in the next paragraph, an Application may not download or install executable code. Interpreted code may be downloaded to an Application but only so long as such code: (a) does not change the primary purpose of the Application by providing features or functionality that are inconsistent with the intended and advertised purpose of the Application as submitted to the App Store, (b) does not create a store or storefront for other code or applications, and (c) does not bypass signing, sandbox, or other security features of the OS.

An Application that is a programming environment intended for use in learning how to program may download and run executable code so long as the following requirements are met: (i) no more than 80 percent of the Application's viewing area or screen may be taken over with executable code, except as otherwise permitted in the Documentation, (ii) the Application must present a reasonably conspicuous indicator to the user within the Application to indicate that the user is in a programming environment, (iii) the Application must not create a store or storefront for other code or applications, and (iv) the source code provided by the Application must be completely viewable and editable by the user (e.g., no pre-compiled libraries or frameworks may be included with the code downloaded).

##### **C. Additional Features or Functionality**

Without Apple's prior written approval or as permitted under **Section 3.3.9(A) (In-App Purchase API)**, an Application may not provide, unlock or enable additional features or functionality through

distribution mechanisms other than the App Store, Custom App Distribution or TestFlight.

**D. Designated Container Areas, macOS Applications**

An Application for iOS, watchOS, iPadOS, tvOS, or visionOS may only read data from or write data to an Application's designated container area on the device, except as otherwise specified by Apple. For macOS Applications submitted to Apple for distribution on the App Store: (a) all files necessary for the Application to execute on macOS must be in the Application bundle submitted to Apple and must be installed by the App Store; (b) all localizations must be in the same Application bundle and may not include a suite or collection of independent applications within a single Application bundle; (c) native user interface elements or behaviors of macOS (e.g., the system menu, window sizes, colors, etc.) may not be altered, modified or otherwise changed; (d) You may not use any digital rights management or other copy or access control mechanisms in such Applications without Apple's written permission or as specified in the Documentation; and (e) except as otherwise permitted by **Section 3.3.9(A) (In-App Purchase API)**, such Applications may not function as a distribution mechanism for software and may not include features or functionality that create or enable a software store, distribution channel or other mechanism for software delivery within such Applications (e.g., an audio application may not include an audio filter plug-in store within the Application).

**E. Compatibility Mode on iPadOS**

An Application for iOS must have at least the same features and functionality when run by a user in compatibility mode on iPadOS (e.g., an iPhone app running in an equivalent iPhone-size window on an iPad must perform in substantially the same manner as when run on the iPhone; provided that this obligation will not apply to any feature or functionality that is not supported by a particular hardware device, such as a video recording feature on a device that does not have a camera). Further, You agree not to interfere or attempt to interfere with the operation of Your Application in compatibility mode.

**F. Multitasking**

You may use the Multitasking services only for their intended purposes as described in the Documentation.

**G. Documentation**

Applications must comply with the Human Interface Guidelines (HIG) and other Documentation provided by Apple. You agree to follow the HIG to develop an appropriate user interface and functionality for Your Application that is compatible with the design of Apple-branded products (e.g., a watchOS App should have a user interface designed for quick interactions in accordance with the HIG's watchOS design themes).

**3.3.2 Regulatory Compliance**

You will fulfill any applicable regulatory requirements, including full compliance with all applicable laws, regulations, and policies related to the manufacturing, marketing, sale and distribution of Your Application in the United States, and in particular the requirements of the U.S. Food and Drug Administration (FDA) as well as other U.S. regulatory bodies such as the FAA, HHS, FTC, and FCC, and the laws, regulations and policies of any other applicable regulatory bodies in any countries, territories, or regions where You use or make Your Application available, e.g., MHRA, CFDA. However, You agree that You will not seek any regulatory marketing permissions or make any determinations that may result in any Apple products being deemed regulated or that may impose any obligations or limitations on Apple. By submitting Your Application to Apple for selection for distribution, You represent and warrant that You are in full compliance with any applicable laws, regulations, and policies, including but not limited to all FDA laws, regulations and policies, related to the manufacturing, marketing, sale and distribution of Your Application in the United States, as well as in other countries, territories, or regions where You plan to make Your Application available. You also represent and warrant that You will market Your Application only for its cleared or approved intended use/indication for use, and only in strict compliance with applicable regulatory requirements. Upon Apple's request, You agree to promptly provide any

such clearance documentation to support the marketing of Your Application. If requested by the FDA or by another government body that has a need to review or test Your Application as part of its regulatory review process, You may provide Your Application to such entity for review purposes. You agree to promptly notify Apple in accordance with the procedures set forth in **Section 14.5** of any complaints or threats of complaints regarding Your Application in relation to any such regulatory requirements, in which case Apple may remove Your Application from distribution.

### **3.3.3 Data and Privacy**

#### **A. Recordings**

If Your Application captures or makes any video, microphone, screen recordings, or camera recordings, whether saved on the device or sent to a server (e.g., an image, photo, voice or speech capture, or other recording) (collectively “**Recordings**”), a reasonably conspicuous audio, visual or other indicator must be displayed to the user as part of the Application to indicate that a Recording is taking place.

- In addition, any form of data, content or information collection, processing, maintenance, uploading, syncing, storage, transmission, sharing, disclosure or use performed by, through or in connection with Your Application must comply with all applicable privacy laws and regulations as well as any related Program Requirements, including but not limited to any notice or consent requirements.

#### **B. Collection and Use of Data**

You and Your Applications (and any third party with whom You have contracted to serve advertising) may not collect user or device data without prior user consent, whether such data is obtained directly from the user or through the use of the Apple Software, Apple Services, or Apple SDKs, and then only to provide a service or function that is directly relevant to the use of the Application, or to serve advertising in accordance with **Sections 3.3.3(E)**. You may not broaden or otherwise change the scope of usage for previously collected user or device data without obtaining prior user consent for such expanded or otherwise changed data collection. Neither You nor Your Application will use any permanent, device-based identifier, or any data derived therefrom, for purposes of uniquely identifying a device. And neither You nor Your Application will derive any data from a device for the purpose of uniquely identifying it or a user.

You are responsible for ensuring that Your Application, including any third-party SDKs (i.e., an SDK not provided by Apple), complies with this Agreement and the Documentation. If Your Application uses certain APIs identified in the Documentation, the metadata in Your Application must identify one or more permitted reasons that accurately reflect Your use of each of those APIs and the data derived for their use. You may use these APIs, and the data derived from their use, for the identified reasons only. Further, if Your Application includes a third-party SDK that is identified in the Documentation as commonly used, You must ensure such third-party SDK is signed by the SDK provider and includes required metadata as described in the Documentation.

#### **C. Disclosures to Users**

You must provide clear and complete information to users regarding Your collection, use and disclosure of user or device data, e.g., a description of Your use of user and device data in the App Description on the App Store. Furthermore, You must take appropriate steps to protect such data from unauthorized use, disclosure or access by third parties. If a user ceases to consent or affirmatively revokes consent for Your collection, use or disclosure of such user’s device or user data, You (and any third party with whom You have contracted to serve advertising) must promptly cease all such use. You must provide a privacy policy in Your Application, on the App Store, and/or on Your website explaining Your collection, use, disclosure, sharing, retention, and deletion of user or device data. You agree to notify Your users, in accordance with applicable law, in the event of a data breach in which user data collected from Your Application is compromised (e.g., You will send an email notifying Your users if there has been an unintentional disclosure or misuse of their user data).

#### **D. Legal and Other Requirements**

Applications must comply with all applicable criminal, civil and statutory laws and regulations, including those in any jurisdictions in which Your Applications may be offered or made available. In addition:

- You and the Application must comply with all applicable privacy and data collection laws and regulations with respect to any collection, use or disclosure of user or device data (e.g., a user's IP address, the name of the user's device, and any installed apps associated with a user);
- Applications may not be designed or marketed for the purpose of harassing, abusing, spamming, stalking, threatening or otherwise violating the legal rights (such as the rights of privacy and publicity) of others;
- Neither You nor Your Application may perform any functions or link to any content, services, information or data or use any robot, spider, site search or other retrieval application or device to scrape, mine, retrieve, cache, analyze or index software, data or services provided by Apple or its licensors, or obtain (or try to obtain) any such data, except the data that Apple expressly provides or makes available to You in connection with such services. You agree that You will not collect, disseminate or use any such data for any unauthorized purpose; and
- If Your Application is intended for human subject research or uses the HealthKit APIs for clinical health-related uses which may involve personal data (e.g., storage of health records), then You agree to inform participants of the intended uses and disclosures of their personally identifiable data as part of such research or clinical health uses and to obtain consent from such participants (or their guardians) who will be using Your Application for such research or clinical health purposes. Further, You shall prohibit third parties to whom You provide any de-identified or coded data from re-identifying (or attempting to re-identify) any participants using such data without participant consent, and You agree to require that such third parties pass the foregoing restriction on to any other parties who receive such de-identified or coded data.

#### **E. Advertising Identifier and Tracking Preference; Ad Network APIs**

You and Your Applications (and any third party with whom You have contracted to serve advertising) may use the Advertising Identifier, and any information obtained through the use of the Advertising Identifier, only for the purpose of serving advertising. If a user resets the Advertising Identifier, then You agree not to combine, correlate, link or otherwise associate, either directly or indirectly, the prior Advertising Identifier and any derived information with the reset Advertising Identifier. For Applications compiled for any Apple-branded product providing access to the Ad Support APIs, You agree to check a user's Tracking Preference prior to serving any advertising using the Advertising Identifier, and You agree to abide by a user's setting in the Tracking Preference in Your use of the Advertising Identifier and in Your use of any other user or device data for tracking.

In addition, You may request to use the Ad Network APIs to track application advertising conversion events. If You are granted permission to use the Ad Network APIs, You agree not to use such APIs, or any information obtained through the use of the Ad Network APIs, for any purpose other than verifying ad validation information as part of an advertising conversion event. You agree not to combine, correlate, link, or otherwise associate, either directly or indirectly, information that is provided as part of the ad validation through the use of the Ad Network APIs with other information You may have about a user. Apple reserves the right to reject any requests to use the Ad Network APIs, in its sole discretion.

#### **F. Location and Maps; User Consents**

(i) Applications that use location-based APIs (e.g., Core Location, MapKit API, Apple Maps Server API) or otherwise provide location-based services may not be designed or marketed for automatic or autonomous control of vehicle behavior, or for emergency or life-saving purposes.



(ii) Applications that offer location-based services or functionality, or that otherwise obtain a user's location through the use of the Apple Software or Apple Services, must notify and obtain consent from a user before a user's location data is collected, transmitted or otherwise used by the Application and then such data must be used only as consented to by the user and as permitted herein. For example, if You use the "Always" location option in Your Application for the purpose of continuous collection and use of a user's location data, You should provide a clearly defined justification and user benefit that is presented to the user at the time of the permission.

(iii) If You choose to provide Your own location-based service, data and/or information in conjunction with the Apple maps provided through the Apple Maps Service (e.g., overlaying a map or route You have created on top of an Apple map), You are solely responsible for ensuring that Your service, data and/or information correctly aligns with any Apple maps used. For Applications that use location-based APIs for real-time navigation (including, but not limited to, turn-by-turn route guidance and other routing that is enabled through the use of a sensor), You must have an end-user license agreement that includes the following notice: YOUR USE OF THIS REAL TIME ROUTE GUIDANCE APPLICATION IS AT YOUR SOLE RISK. LOCATION DATA MAY NOT BE ACCURATE.

(iv) Applications must not disable, override or otherwise interfere with any Apple-implemented system alerts, warnings, display panels, consent panels and the like, including, but not limited to, those that are intended to notify the user that the user's location data, address book data, calendar, photos, audio data, and/or reminders are being collected, transmitted, maintained, processed or used, or intended to obtain consent for such use. Further, if You have the ability to add a description in such alerts, warnings, and display panels (e.g., information in the purpose strings for the Camera APIs), any such description must be accurate and not misrepresent the scope of use. If consent is denied or withdrawn, Applications may not collect, transmit, maintain, process or utilize such data or perform any other actions for which the user's consent has been denied or withdrawn.

(v) If Your Application (or Your website or web application, as applicable) uses or accesses the MapKit API, Apple Maps Server API or MapKit JS from a device running iOS version 6 or later, Your Application (or Your website or web application, as applicable) will access and use the Apple Maps Service. All use of the MapKit API, Apple Maps Server API, MapKit JS, and Apple Maps Service must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 6 (Additional Terms for the use of the Apple Maps Service).

#### **G. Network Extension Framework**

Your Application must not access the Network Extension Framework unless Your Application is primarily designed for providing networking capabilities, and You have received an entitlement from Apple for such access. You agree to the following if You receive such entitlement:

- You agree to clearly disclose to end-users how You and Your Application will be using their network information and, if applicable, filtering their network data, and You agree to use such data and information only as expressly consented to by the end-user and as expressly permitted herein;
- You agree to store and transmit network information or data from an end-user in a secure and appropriate manner;
- You agree not to divert an end-user's network data or information through any undisclosed, improper, or misleading processes, e.g., to filter it through a website to obtain advertising revenue or spoof a website;

- You agree not to use any network data or information from end-users to bypass or override any end-user settings, e.g., You may not track an end-user's WiFi network usage to determine their location if they have disabled location services for Your Application; and

- Notwithstanding anything to the contrary in **Section 3.3.3(B)**, You and Your Application may not use the Network Extension Framework, or any data or information obtained through the Network Extension Framework, for any purpose other than providing networking capabilities in connection with Your Application (e.g., not for using an end-user's Internet traffic to serve advertising or to otherwise build user profiles for advertising).

Apple reserves the right to not provide You with an entitlement to use the Network Extension Framework in its sole discretion and to revoke such entitlement at any time. In addition, if You would like to use the Access WiFi Information APIs (which provide the WiFi network to which a device is connected), then You must request an entitlement from Apple for such use, and, notwithstanding anything to the contrary in **Section 3.3.3(B)**, You may use such APIs only for providing a service or function that is directly relevant to the Application (e.g., not for serving advertising).

#### **H. HealthKit APIs; Motion & Fitness APIs; Journaling Suggestions APIs**

Your Application must not access the HealthKit APIs or Motion & Fitness APIs unless the use of such APIs is for health, motion, and/or fitness purposes; nor may Your Application access the Journaling Suggestions API unless the use of such API is for journaling purposes. Any such uses must be clearly evident in Your marketing text and user interface. In addition:

- Notwithstanding anything to the contrary in **Section 3.3.3(B)**, You and Your Application may not use the HealthKit APIs or the Motion & Fitness APIs, or any information obtained through the HealthKit APIs or the Motion & Fitness APIs, for any purpose other than providing health, motion, and/or fitness services in connection with Your Application (e.g., not for serving advertising). In addition, You and Your Application must not use the Journaling Suggestions API, or collect any information through the Journaling Suggestions API, for any purposes other than providing journaling services in connection with Your Application;

- You must not use these APIs, or any information obtained through these APIs, to disclose or provide an end-user's health, motion, fitness, and/or journaling suggestions information to a third party without prior express end-user consent, and then only for purposes of enabling the third party to provide health, motion, fitness, and/or journaling services as permitted herein. For example, You must not share or sell information collected through these APIs to advertising platforms, data brokers, or information resellers. For clarity, You may allow end-users to consent to share data collected through the HealthKit APIs or the Motion & Fitness APIs with third parties for medical research purposes; and

- You agree to clearly disclose to end-users how You and Your Application will be using their health, motion, fitness, and/or journaling suggestions information, and to use it only as expressly consented to by the end-user and as expressly permitted herein.

#### **I. HomeKit APIs**

Your Application must not access the HomeKit APIs unless it is primarily designed to provide home configuration or home automation services (e.g., turning on a light, lifting a garage door) for Licensed HomeKit Accessories and this usage is clearly evident in Your marketing text and user interface. You agree not to use the HomeKit APIs for any purpose other than interfacing, communicating, interoperating with or otherwise controlling a Licensed HomeKit Accessory or for using the HomeKit Database, and then only for home configuration or home automation purposes in connection with Your Application. In addition:

- Your Application may use information obtained from the HomeKit APIs and/or the HomeKit Database only on a compatible Apple-branded product and may not export, remotely access or

transfer such information off of the applicable product (e.g., a lock password cannot be sent off an end-user's device to be stored in an external non-Apple database), unless otherwise expressly permitted by Apple in the Documentation; and

- Notwithstanding anything to the contrary in **Section 3.3.3(B)**, You and Your Application may not use the HomeKit APIs, or any information obtained through the HomeKit APIs or through the HomeKit Database, for any purpose other than providing or improving home configuration or home automation services in connection with Your Application (e.g., not for serving advertising).

#### **J. SiriKit**

(i) Your Application may register as a destination to use the Apple-defined SiriKit domains, but only if Your Application is designed to provide relevant responses to a user, or otherwise carry out the user's request or intent, in connection with the applicable SiriKit domain (e.g., ride sharing) that is supported by Your Application and this usage is clearly evident in Your marketing text and user interface. In addition, Your Application may contribute actions to SiriKit, but only if such actions are tied to user behavior or activity within Your Application and for which You can provide a relevant response to the user. You agree not to submit false information through SiriKit about any such user activity or behavior or otherwise interfere with the predictions provided by SiriKit (e.g., SiriKit donations should be based on actual user behavior).

(ii) Your Application may use information obtained through SiriKit only on supported Apple products and may not export, remotely access or transfer such information off a device except to the extent necessary to provide or improve relevant responses to a user or carry out a user's request or in connection with Your Application. Notwithstanding anything to the contrary in **Section 3.3.3(B)**, You and Your Application may not use SiriKit, or any information obtained through SiriKit, for any purpose other than providing relevant responses to a user or otherwise carrying out a user's request or intent in connection with an SiriKit domain, intent, or action supported by Your Application and/or for improving Your Application's responsiveness to user requests (e.g., not for serving advertising).

(iii) If Your Application uses SiriKit to enable audio data to be processed by Apple, You agree to clearly disclose to end-users that You and Your Application will be sending their recorded audio data to Apple for speech recognition, processing and/or transcription purposes, and that such audio data may be used to improve and provide Apple products and services. You further agree to use such audio data, and recognized text that may be returned from SiriKit, only as expressly consented to by the end-user and as expressly permitted herein.

#### **K. Address Book**

If Your Application accesses data from an end-user's Address Book through the Address Book API, You must notify and obtain consent from the user before a user's Address Book data is accessed or used by Your Application. Further, Your Application may not provide an automated mechanism that transfers only the Facebook Data portions of the end-user's Address Book altogether to a location off of the end-user's device. For the sake of clarity, this does not prohibit an automated transfer of the user's entire Address Book as a whole, so long as user notification and consent requirements have been fulfilled; and does not prohibit enabling users to transfer any portion of their Address Book data manually (e.g., by cutting and pasting) or enabling them to individually select particular data items to be transferred.

#### **L. Face Data**

If Your Application accesses Face Data, then You must do so only to provide a service or function that is directly relevant to the use of the Application, and You agree to inform users of Your intended uses and disclosures of Face Data by Your Application and to obtain clear and conspicuous consent from such users before any collection or use of Face Data. Notwithstanding anything to the contrary in **Section 3.3.3(B)**, neither You nor Your Application (nor any third party with whom You have contracted to serve advertising) may use Face Data for serving advertising or for any other unrelated purposes. In addition:

- You may not use Face Data in a manner that will violate the legal rights of Your users (or any third parties) or to provide an unlawful, unfair, misleading, fraudulent, improper, exploitative, or objectionable user experience and then only in accordance with the Documentation;
- You may not use Face Data for authentication, advertising, or marketing purposes, or to otherwise target an end-user in a similar manner;
- You may not use Face Data to build a user profile, or otherwise attempt, facilitate, or encourage third parties to identify anonymous users or reconstruct user profiles based on Face Data;
- You agree not to transfer, share, sell, or otherwise provide Face Data to advertising platforms, analytics providers, data brokers, information resellers or other such parties; and
- Face Data may not be shared or transferred off the user's device unless You have obtained clear and conspicuous consent for the transfer and the Face Data is used only in fulfilling a specific service or function for Your Application (e.g., a face mesh is used to display an image of the user within the Application) and only in accordance with these terms and the Documentation. You agree to require that Your service providers use Face Data only to the limited extent consented to by the user and only in accordance with these terms.

**M. Background Assets Framework**

You may use the Background Assets Framework only to download additional assets for Your Application distributed through the App Store or for beta testing through TestFlight; no other use is permitted. You may not use the Background Assets Framework to collect or transmit data in order to identify a user or device, or to perform advertising or advertising measurement. Your use of the Background Assets Framework and the assets downloaded must comply with the terms of this Agreement, including without limitation the App Store Review Guidelines.

**N. ID Verifier APIs**

Your Application may use the ID Verifier APIs solely for the purpose of enabling the verification of the end users' age or ID through Your Application. In addition, You acknowledge and agree that:

- Apple is not a party to any verification of age or IDs facilitated through the use of the ID Verifier APIs and is not responsible for any such verifications, including but not limited to identity fraud;
- You will store any private keys and ID Verifier Data provided to You as part of Your use of the ID Verifier APIs in a secure manner (e.g. encrypted on a server) and in accordance with any applicable laws and the Documentation;
- You shall not call the ID Verifier APIs or otherwise attempt to gain information through the ID Verifier APIs for purposes unrelated to enabling verification of end users' age or ID through Your Application;
- Apple has no responsibility to ensure that the age or ID verifications facilitated by the ID Verifier APIs have been appropriately noticed and consented to by end users. Apple shall not be liable in any event for any unauthorized or fraudulent age or ID verifications; and
- You must confirm that You and each Merchant using Your Application has accepted and agreed to the Terms of Service for ID Verifier prior to using the ID Verifier APIs or collecting ID Verifier Data via Your Application, Application, in accordance with the Documentation.

**O. Sensitive Content Analysis Framework**

You may not transmit off the user's device any information about whether an image or video has been identified by the Sensitive Content Analysis Framework as containing nudity.

### **3.3.4 Content Rights and Licensing**

#### **A. Content and Materials**

(i) Any master recordings and musical compositions embodied in Your Application must be wholly-owned by You or licensed to You on a fully paid-up basis and in a manner that will not require the payment of any fees, royalties and/or sums by Apple to You or any third party. In addition, if Your Application will be distributed outside of the United States, any master recordings and musical compositions embodied in Your Application (a) must not fall within the repertoire of any mechanical or performing/communication rights collecting or licensing organization now or in the future and (b) if licensed, must be exclusively licensed to You for Your Application by each applicable copyright owner.

(ii) If Your Application includes or will include any other content, You must either own all such content or have permission from the content owner to use it in Your Application.

(iii) Applications may be rejected if they contain content or materials of any kind (text, graphics, images, photographs, sounds, etc.) that in Apple's reasonable judgment may be found objectionable or inappropriate, for example, materials that may be considered obscene, pornographic, or defamatory.

(iv) Applications must not contain any malware, malicious or harmful code, program, or other internal component (e.g., computer viruses, trojan horses, "backdoors") which could damage, destroy, or adversely affect the Apple Software, services, Apple-branded products, or other software, firmware, hardware, data, systems, services, or networks.

(v) If Your Application or Your Corresponding Product includes any FOSS, You agree to comply with all applicable FOSS licensing terms. You also agree not to use any FOSS in the development of Your Application or Your Corresponding Product in such a way that would cause the non-FOSS portions of the Apple Software to be subject to any FOSS licensing terms or obligations.

(vi) Your Application may include promotional sweepstake or contest functionality provided that You are the sole sponsor of the promotion and that You and Your Application comply with any applicable laws and fulfill any applicable registration requirements in the country, territory, or region where You make Your Application available and the promotion is open. You agree that You are solely responsible for any promotion and any prize, and also agree to clearly state in binding official rules for each promotion that Apple is not a sponsor of, or responsible for conducting, the promotion.

(vii) Your Application may include a direct link to a page on Your web site where You include the ability for an end-user to make a charitable contribution, provided that You comply with any applicable laws (which may include providing a receipt), and fulfill any applicable regulation or registration requirements, in the country, territory, or region where You enable the charitable contribution to be made. You also agree to clearly state that Apple is not the fundraiser.

#### **B. Spotlight-Image-Search Service**

To the extent that You provide Apple's spotlight-image-search service with access to any of Your domains that are associated with Your Licensed Applications (the "Associated Domain(s)"), You hereby grant Apple permission to crawl, scrape, copy, transmit and/or cache the content found in the Associated Domain(s) (the "Licensed Content") for the purposes set forth in this section. The Licensed Content shall be considered Licensed Application Information under this Agreement. You hereby further grant Apple a license to use, make, have made, reproduce, crop and/or modify the file format, resolution and appearance of the Licensed Content (for the purposes of reducing file size, converting to a supported file type and/or displaying thumbnails), and to publicly display, publicly perform, integrate, incorporate and distribute the Licensed Content to enhance search, discovery, and end-user distribution of the Licensed Content in Apple's Messages feature. Upon the termination of this Agreement for any reason, end users of Apple-

branded products will be permitted to continue using and distributing all Licensed Content that they obtained through the use of Apple-branded products prior to such termination.

### **3.3.5 Enterprise and Education Technologies**

#### **A. Configuration Profiles**

Configuration Profiles cannot be delivered to consumers other than for the purposes of configuration of WiFi, APN, VPN, or MDM settings, or as otherwise expressly permitted by Apple in the then-current Configuration Profile Reference Documentation. You must make a clear declaration of what user data will be collected and how it will be used on an app screen or other notification mechanism prior to any user action to use a Configuration Profile. You may not share or sell user data obtained through a Configuration Profile to advertising platforms, data brokers, or information resellers. In addition, You may not override the consent panel for a Configuration Profile or any other mechanisms of a Configuration Profile.

#### **B. ClassKit APIs; Roster API**

Your Application must not include the ClassKit APIs unless it is primarily designed to provide educational services, and this usage is clearly evident in Your marketing text and user interface. You agree not to submit false or inaccurate data through the ClassKit APIs or to attempt to redefine the assigned data categories for data submitted through the ClassKit APIs (e.g., student location data is not a supported data type and should not be submitted).

You may not share, sell, transfer or disclose Roster Data to any third parties (e.g., affiliates, advertising platforms, data brokers, information resellers). You must process Roster Data for educational purposes solely in accordance with the instructions of the school's IT administrator. You must comply with the school IT administrator's choice to not renew or to revoke the school's consent to use the Roster Data. If the school IT administrator does not renew or revokes Your access to a school's Roster Data, You must destroy all of the school's Roster Data in Your possession within thirty (30) days. You are responsible for complying with all applicable legal requirements associated with Your use of the Roster API.

#### **C. Sign In with Apple; Sign In with Apple at Work & School**

You may use Sign In with Apple or Sign In with Apple at Work & School in Your Corresponding Products only so long as Your use is comparable to including Sign In with Apple or Sign in with Apple at Work & School, respectively, in Your Application. You may not share or sell user data obtained through Sign In with Apple or Sign In with Apple at Work & School to advertising platforms, data brokers, or information resellers.

If a Sign in with Apple user has chosen to anonymize their user data as part of Sign In with Apple, You agree not to attempt to link such anonymized data with information that directly identifies the individual and that is obtained outside of Sign In with Apple without first obtaining user consent.

You must process the data You receive from Sign In with Apple at Work & School solely in accordance with the instructions of the organization's IT administrator.

For purposes of this **Section 3.3.5(C)** only, Your Corresponding Products must have the same title and substantially equivalent features and functionality as Your Licensed Application.

#### **D. Mobile Device Management**

All use of MDM must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 10 (Additional Terms for the use of MDM).

### **3.3.6 Entertainment Technologies**

#### **A. Game Center**

All use of the Game Center must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 3 (Additional Terms for the Game Center).

## **B. Single Sign-On API**

You must not access or use the Single Sign-On API unless You are a Multi-channel Video Programming Distributor (MVPD) or unless Your Application is primarily designed to provide authenticated video programming via a subscription-based MVPD service, and You have received an entitlement from Apple to use the Single Sign-On API. If You have received such an entitlement, You are permitted to use the Single Sign-On API solely for the purpose of authenticating a user's entitlement to access Your MVPD content for viewing on an Apple Product, in accordance with the Single Sign-on Specification. Any such use must be in compliance with the Documentation for the Single Sign-On Specification. You acknowledge that Apple reserves the right to not provide You such an entitlement, and to revoke such entitlement, at any time, in its sole discretion.

If You use the Single Sign-On API, You will be responsible for providing the sign-in page accessed by users via the Single Sign-On API where users sign in to authenticate their right to access Your MVPD content. You agree that such sign-in page will not display advertising, and that the content and appearance of such page will be subject to Apple's prior review and approval. If You use the Single Sign-On API and Apple provides an updated version of such API and/or the Single Sign-on Specification, You agree to update Your implementation to conform with the newer version and specification within 3 months after receiving the update from Apple.

You authorize Apple to use, reproduce, and display the trademarks provided by You for use in connection with the Single-Sign-On feature, including use in the user interface screens in Apple products where the user selects the provider and authenticates through Single Sign-on, and/or to provide the user with a list of apps that are accessible to such user through Single Sign-On. You also grant Apple the right to use screenshots and images of such user interface, including but not limited to use in instructional materials, training materials, marketing materials, and advertising in any medium. Data provided via the Single Sign-On API will be considered Licensed Application Information hereunder, but will be subject to the use limitations set forth in this Section.

You must not collect, store or use data provided via the Single Sign-On API for any purpose other than to authenticate a user's entitlement to access Your MVPD content on an Apple product, to provide the user access to Your MVPD content, and/or to address performance and technical problems with Your MVPD service. You will not provide or disclose data, content or information obtained from use of the Single Sign-On API to any other party except for authentication information provided to a video programming provider whose programming is offered as part of an MVPD subscription offered by You, and solely for the purpose of authenticating the user's entitlement to access such video programming on an Apple product under the user's MVPD subscription.

## **C. TV App API**

You may not use the TV App API unless (a) Your Application is primarily designed to provide video programming, (b) You have received an entitlement from Apple, and (c) Your use is in accordance with the TV App Specification. To the extent that You provide TV App Data to Apple, Apple may store, use, reproduce and display such data solely for the purposes of: (a) providing information and recommendations to users of TV App Features, (b) enabling users to link from such recommendations and/or information to content for viewing via Your Licensed Application, and/or (c) servicing, maintenance, and optimization of TV App Features. With respect to any TV App Data that has been submitted by You prior to termination of this Agreement, Apple may continue to use such data in accordance with this **Section 3.3.6(C)** after termination of this Agreement. TV App Data will be considered Licensed Application Information under this Agreement, but will be subject to the use limitations set forth in this Section. You acknowledge that Apple reserves the right to not include Your Licensed Application in the TV App Features, in its sole discretion.

Apple will obtain user consent based on the user's Apple ID before including Your Licensed Application in the TV App Features displayed under that Apple ID. Apple will also provide users

with the ability to withdraw such consent at any time thereafter and to delete their TV App Data from Apple's systems. In addition, You may solicit user consent based upon Your own subscriber ID system. You are responsible for Your compliance with all applicable laws, including any applicable local laws for obtaining user consent with respect to Your provision of TV App Data to Apple.

#### **D. MusicKit**

You agree not to call the MusicKit APIs or use MusicKit JS (or otherwise attempt to gain information through the MusicKit APIs or MusicKit JS) for purposes unrelated to facilitating access to Your end users' Apple Music subscriptions. If You access the MusicKit APIs or MusicKit JS, then You must follow the Apple Music Identity Guidelines. You agree not to require payment for or indirectly monetize access to the Apple Music service (e.g. in-app purchase, advertising, requesting user info) through Your use of the MusicKit APIs, MusicKit JS, or otherwise in any way. In addition:

- If You choose to offer music playback through the MusicKit APIs or MusicKit JS, full songs must be enabled for playback, and users must initiate playback and be able to navigate playback using standard media controls such as "play," "pause," and "skip", and You agree to not misrepresent the functionality of these controls;
- You may not, and You may not permit Your end users to, download, upload, or modify any MusicKit Content and MusicKit Content cannot be synchronized with any other content, unless otherwise permitted by Apple in the Documentation;
- You may play MusicKit Content only as rendered by the MusicKit APIs or MusicKit JS and only as permitted in the Documentation (e.g., album art and music-related text from the MusicKit API may not be used separately from music playback or managing playlists);
- Metadata from users (such as playlists and favorites) may be used only to provide a service or function that is clearly disclosed to end users and that is directly relevant to the use of Your Application, website, or web application, as determined in Apple's sole discretion; and
- You may use MusicKit JS only as a stand-alone library in Your Application, website, or web application and only as permitted in the Documentation (e.g., You agree not to recombine MusicKit JS with any other JavaScript code or separately download and re-host it).

#### **E. ShazamKit**

All use of the ShazamKit APIs must be in accordance with the terms of this Agreement (including the Apple Music Identity Guidelines and Program Requirements) and the Documentation. If You choose to display ShazamKit Content corresponding to songs available on Apple Music, then You must provide a link to the respective content within Apple Music in accordance with the Apple Music Identity Guidelines. Except to the extent expressly permitted herein, You agree not to copy, modify, translate, create a derivative work of, publish or publicly display ShazamKit Content in any way. Further, You may not use or compare the data provided by the ShazamKit APIs for the purpose of improving or creating another audio recognition service. Applications that use the ShazamKit APIs may not be designed or marketed for compliance purposes (e.g., music licensing and royalty auditing).

### **3.3.7 Infrastructure Technologies**

#### **A. MFi Accessories**

Your Application may interface, communicate, or otherwise interoperate with or control an MFi Accessory (as defined above) through wireless transports or through Apple's lightning or 30-pin connectors only if (i) such MFi Accessory is licensed under the MFi Program at the time that You initially submit Your Application, (ii) the MFi Licensee has added Your Application to a list of those approved for interoperability with their MFi Accessory, and (iii) the MFi Licensee has received approval from the MFi Program for such addition.



## **B. Cellular Network**

(i) If an Application requires or will have access to the cellular network, then additionally such Application:

- Must comply with Apple's best practices and other guidelines on how Applications should access and use the cellular network; and
- Must not in Apple's reasonable judgment excessively use or unduly burden network capacity or bandwidth.

(ii) Because some mobile network operators may prohibit or restrict the use of Voice over Internet Protocol (VoIP) functionality over their network, such as the use of VoIP telephony over a cellular network, and may also impose additional fees, or other charges in connection with VoIP. You agree to inform end-users, prior to purchase, to check the terms of agreement with their operator, for example, by providing such notice in the marketing text that You provide accompanying Your Application on the App Store. In addition, if Your Application allows end-users to send SMS messages or make cellular voice calls, then You must inform the end-user, prior to use of such functionality, that standard text messaging rates or other carrier charges may apply to such use.

## **C. Apple Push Notification Service and Local Notifications**

All use of Push Notifications via the Apple Push Notification Service or Local Notifications must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 1 (Additional Terms for Apple Push Notification Service and Local Notifications).

## **D. iCloud**

All use of the iCloud Storage APIs and CloudKit APIs, as well as Your use of the iCloud service under this Agreement, must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 4 (Additional Terms for the use of iCloud).

## **E. Extensions**

Applications that include extensions in the Application bundle must provide some functionality beyond just the extensions (e.g., help screens, additional settings), unless an Application includes a WatchKit Extension. In addition:

- Extensions (excluding WatchKit Extensions) may not include advertising, product promotion, direct marketing, or In-App Purchase offers in their extension view;
- Extensions may not block the full screen of an Apple-branded product, or redirect, obstruct or interfere in an undisclosed or unexpected way with a user's use of another developer's application or any Apple-provided functionality or service;
- Extensions may operate only in Apple-designated areas of iOS, watchOS, iPadOS, tvOS, or visionOS as set forth in the Documentation;
- Extensions that provide keyboard functionality must be capable of operating independent of any network access and must include Unicode characters (vs. pictorial images only);
- Any keystroke logging done by any such extension must be clearly disclosed to the end-user prior to any such data being sent from iOS or iPadOS, and notwithstanding anything else in **Section 3.3.3(B)**, such data may be used only for purposes of providing or improving the keyboard functionality of Your Application (e.g., not for serving advertising);
- Any message filtering done by an extension must be clearly disclosed to the end-user, and notwithstanding anything else in **Section 3.3.3(B)**, any SMS or MMS data (whether accessed through a message filtering extension or sent by iOS to a messaging extension's corresponding

server) may be used only for purposes of providing or improving the message experience of the user by reducing spam or messages from unknown sources, and must not be used for serving advertising or for any other purpose. Further, SMS or MMS data from a user that is accessed within the extension may not be exported from the extension's designated container area in any way; and

- Your Application must not automate installation of extensions or otherwise cause extensions to be installed without the user's knowledge, and You must accurately specify to the user the purpose and functionality of the extension.

#### **F. DeviceCheck APIs**

If You use DeviceCheck APIs to store DeviceCheck Data, then You must provide a mechanism for customers to contact You to reset those values, if applicable (e.g. resetting a trial subscription or re-authorizing certain usage when a new user acquires the device). You may not rely on the DeviceCheck Data as a single identifier of fraudulent conduct and must use the DeviceCheck Data only in connection with other data or information, e.g., the DeviceCheck Data cannot be the sole data point since a device may have been transferred or resold. Apple reserves the right to delete any DeviceCheck Data at any time in its sole discretion, and You agree not to rely on any such Data. Further, You agree not to share the DeviceCheck tokens You receive from Apple with any third party, except a Service Provider acting on Your behalf.

### **3.3.8 Other Technologies**

#### **A. Xcode Cloud**

(i) To the extent that You use the Xcode Cloud Service to manage Your Xcode Cloud Content and build Your Applications, You hereby grant to Apple, its affiliates and agents, a non-exclusive, worldwide, fully paid-up, royalty-free license to reproduce, host, process, display, transmit, modify, create derivative works of, and otherwise use Your Xcode Cloud Content solely in order for Apple to provide the Xcode Cloud Service. Apple will use Your Xcode Cloud Content that is source code solely in order to provide the Xcode Cloud Service to You. You acknowledge and agree that: (a) You are solely responsible for such Xcode Cloud Content, in which Apple has no ownership rights, (b) if You choose to use a third-party service (e.g., source code hosting, artifact storage, messaging, or testing services) with the Xcode Cloud Service, You are responsible for Your compliance with the terms and conditions governing such third-party service, (c) the provision of user generated content (e.g., builds) by the Xcode Cloud Service shall not be considered a distribution for contractual or licensing obligations, (d) any execution of Your Xcode Cloud Content within Xcode Cloud shall be limited to testing of Your Xcode Cloud Content, (e) You shall not mine cryptocurrencies using Xcode Cloud, and (f) Your Xcode Cloud Content complies with the requirements set forth for Applications in **Sections 3.3.4(A)(iv) and 3.3.4(A)(v)**.

(ii) While in no way limiting Apple's other rights under this Agreement, Apple reserves the right to take action if in its sole discretion, Apple determines or has reason to believe You have violated a term of this Agreement. These actions may include limiting, suspending, or revoking your access to the Xcode Cloud Service, or terminating your build.

#### **B. WeatherKit APIs**

All use of the WeatherKit APIs must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 8 (Additional Terms for use of the WeatherKit APIs).

#### **C. Partially Immersive Experience**

If You choose to provide end-users with a partially immersive experience (i.e., using .mixedReality style), do so in accordance with the Documentation. For experiences that occlude the end-user's field of view to the extent described in the Documentation, provide a fully immersive experience (i.e., using .virtualReality style) instead to enable the system boundary provided by visionOS.

#### **D. iWork API**

You may use the iWork API for the sole purpose of creating previews of end-user's documents stored on Your Application or Corresponding Product in Apple's Pages, Keynote and Numbers file formats, by converting such documents into PDF format. When You use the iWork API, the associated iWork document is sent to Apple servers for the purpose of generating a preview. You shall provide notice to the end-user and/or obtain consent from the end-user in compliance with the Documentation and applicable laws.

#### **E. Shallow Depth & Pressure**

Your Application may use the Shallow Depth & Pressure feature to provide depth data to users for use only in shallow water activities (e.g., pool swimming, snorkeling) and may not be used in a scuba-diving app or for water activities involving submersion below the shallow depth limit set forth in the Documentation. Your Application may only surface depth data to users up to the limit set forth in the Documentation.

### **3.3.9 Transactions and Passes**

#### **A. In-App Purchase API**

All use of the In-App Purchase API and related services must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 2 (Additional Terms for Use of the In-App Purchase API).

#### **B. Wallet**

Your development of Passes, and use of the Pass Type ID and Wallet under this Agreement, must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 5 (Additional Terms for Passes).

#### **C. Apple Pay APIs**

(i) Your Application may use the Apple Pay APIs solely for the purpose of facilitating payment transactions that are made by or through Your Application, and only for the purchase of goods and services that are to be used outside of any iPhone, iPad, or Apple Watch, unless otherwise permitted by Apple in writing. For clarity, nothing in this **Section 3.3.9(C)(i)** supplants any of the rules or requirements for the use of the In-App Purchase API, including but not limited to **Section 3.3.1(C)** and the guidelines. In addition:

- You acknowledge and agree that Apple is not a party to any payment transactions facilitated through the use of the Apple Pay APIs and is not responsible for any such transactions, including but not limited to the unavailability of any end-user payment cards or payment fraud. Such payment transactions are between You and Your bank, acquirer, card networks, or other parties You utilize for transaction processing, and You are responsible for complying with any agreements You have with such third parties. In some cases, such agreements may contain terms specifying specific rights, obligations or limitations that You accept and assume in connection with Your decision to utilize the functionality of the Apple Pay APIs;
- You agree to store any private keys provided to You as part of Your use of the Apple Pay APIs in a secure manner (e.g., encrypted on a server) and in accordance with the Documentation. You agree not to store any end-user payment information in an unencrypted manner on an iPhone or iPad. For clarity, You may not decrypt any such end-user payment information on an iPhone or iPad;
- You agree not to call the Apple Pay APIs or otherwise attempt to gain information through the Apple Pay APIs for purposes unrelated to facilitating end-user payment transactions;
- If Your Application stores end-user balances, You may use Apple Pay APIs to transfer the funds to their issuers' cards provisioned in Apple Pay; and

- If You use Apple Pay APIs in Your Application, then You agree to use commercially reasonable efforts to include Apple Cash as a payment option with Your use of the Apple Pay APIs in accordance with the Documentation and provided that Apple Cash is available in the jurisdiction in which the Application is distributed.

(ii) As part of facilitating an end-user payment transaction through the Apple Pay APIs, Apple may provide You (whether You are acting as the Merchant, an Intermediary Party, or displaying the Merchant web page that facilitates an Apple Pay end-user payment transaction) with an Apple Pay Payload. If You receive an Apple Pay Payload, then You agree to the following:

- If You are acting as the Merchant, then You may use the Apple Pay Payload to process the end-user payment transaction and for other uses that You disclose to the end-user, and only in accordance with applicable law;

- If You are acting as an Intermediary Party, then:

(a) You may use the Apple Pay Payload only for purposes of facilitating the payment transaction between the Merchant and the end-user and for Your own order management purposes (e.g., customer service) as part of such transaction;

(b) You agree that You will not hold the Apple Pay Payload data for any longer than necessary to fulfill the payment transaction and order management purposes for which it was collected;

(c) You agree not to combine data obtained through the Apple Pay APIs, including but not limited to, the Apple Pay Payload with any other data that You may have about such end-user (except to the limited extent necessary for order management purposes). For clarity, an Intermediary Party may not use data obtained through the Apple Pay APIs for advertising or marketing purposes, for developing or enhancing a user profile, or to otherwise target end-users;

(d) You agree to disclose to end-users that You are an Intermediary Party to the transaction and to provide the identity of the Merchant for a particular transaction on the Apple Pay Payment Sheet (in addition to including Your name as an Intermediary Party); and

(e) If You use a Merchant, then You will be responsible for ensuring that the Merchant You select uses the Apple Pay Payload provided by You only for purposes of processing the end-user payment transaction and for other uses they have disclosed to the end-user, and only in accordance with applicable law. You agree to have a binding written agreement with such Merchant with terms at least as restrictive and protective of Apple as those set forth herein. Any actions undertaken by any such Merchant in relation to such Apple Pay Payload or the payment transaction shall be deemed to have been taken by You, and You (in addition to such Merchant) shall be responsible to Apple for all such actions (or any inactions). In the event of any actions or inactions by such Merchant that would constitute a violation of this Agreement or otherwise cause any harm, Apple reserves the right to require You to cease using such Merchant, and

- If You are displaying the Merchant web page that facilitates an Apple Pay end-user payment transaction but are acting neither as an Intermediary Party nor a Merchant (i.e., You host a Merchant checkout through WKWebView), then:

(a) You agree not to access the Apple Pay Payload for any reason whatsoever; and

(b) You agree not to use information that is derived from or relates to the Apple Pay payment transaction for purposes other than displaying the Merchant web page.

#### **D. Tap to Pay APIs**

(i) Your Application may use the Tap to Pay APIs solely for the purpose of enabling Merchants to conduct transactions through Your Application, and Your Application must not access the Tap to Pay APIs unless You have received an entitlement from Apple for such access. In addition, You acknowledge and agree to the following:

- Apple is not a party to any transactions facilitated through the use of the Tap to Pay APIs and is not responsible for any such transactions, including but not limited to the unavailability of any

payment cards or payment fraud. Such transactions are between You, the Merchant, and Your Payment Service Provider, acquirer, card networks, or other parties You utilize for transaction processing, and You are responsible for complying with any agreements You have with such third parties. In some cases, such agreements may contain terms specifying specific rights, obligations or limitations that You accept and assume in connection with Your decision to utilize the functionality of the Tap to Pay APIs;

- You will store any private keys and TTP Data provided to You as part of Your use of the Tap to Pay APIs in a secure manner (e.g., encrypted on a server) and in accordance with the Documentation. For clarity, You may not decrypt any encrypted TTP Data unless You are processing the TTP Data as a Payment Service Provider;

- You shall not call the TTP APIs or otherwise attempt to gain information through the TTP APIs for purposes unrelated to enabling Merchants to conduct transactions through the use of Your Application;

- Apple has no responsibility to check that the transactions facilitated by the Tap to Pay APIs have been duly authorized. Apple shall not be liable in any event for any unauthorized or fraudulent transactions;

- You will use commercially reasonable efforts to include Apple Pay as a payment option with Your use of the Tap to Pay APIs in accordance with the Documentation and provided that Apple Pay is available in the jurisdiction in which Your Application is distributed.

(ii) Apple may provide You (whether You are acting as the Merchant or as an Intermediary Party) with TTP Data. If you receive TTP Data, You agree to the following:

- If You are acting as the Merchant, then You may use the TTP Data solely to process the transaction and for order management purposes, in each case, in accordance with applicable law;

- If You are acting as an Intermediary Party, then: (a) You may use the TTP Data solely for the purpose of facilitating the transaction between the Merchant and the Merchant customer and for order management purposes; (b) You must restrict the transfer or disclosure of the TTP Data to only those parties required to facilitate the transaction; (c) You may not hold the TTP Data for any longer than necessary to fulfill the transaction or for order management purposes; and (d) You may not combine data obtained through the Tap to Pay APIs, including but not limited to, the TTP Data with any other data that You may have about the Merchant or Merchant customer involved in the transaction (except to the limited extent necessary to facilitate the transaction and for order management purposes). For clarity, an Intermediary Party may not use data obtained through the Tap to Pay APIs for advertising or marketing purposes, for developing or enhancing a Merchant customer profile, or to otherwise target Merchant customers;

- If You are not acting as a Payment Service Provider, then You must: (i) have an agreement with a Payment Service Provider and (ii) ensure that such Payment Service Provider uses the TTP Data obtained by You only for purposes of processing the transaction, which may include the application of fraud detection services, and for order management purposes, in each case, in accordance with applicable law. For clarity, such Payment Service Provider is Your Third-Party Service Provider. Whether You are a Merchant or an Intermediary Party, any actions undertaken by Your Payment Service Provider in relation to the TTP Data transferred by You to Your Payment Service Provider shall be deemed to have been taken by You, and You (in addition to Your Payment Service Provider) shall be responsible to Apple and to the Merchant's customer for all such actions (or any inactions);

- If You are an Intermediary Party, then Your Application must confirm that each Merchant using Your Application has accepted and agreed to the Tap to Pay Platform Terms and Conditions prior

to enabling such Merchant to conduct any transactions using Your Application in accordance with the Documentation. If You are a Merchant, You must accept and agree to the Tap to Pay Platform Terms and Conditions prior to conducting any transactions in Your Application.

Apple reserves the right to not provide You with an entitlement to use the Tap to Pay APIs in its sole discretion and to revoke such entitlement at any time.

### **3.3.10 Other Services or Software**

#### **A. Additional Services or Pre-Release Software**

From time to time, Apple may provide access to additional Services or pre-release Apple Software for You to use in connection with Your Applications, or as an end-user for evaluation purposes. Some of these may be subject to separate terms and conditions in addition to this Agreement, in which case Your usage will also be subject to those terms and conditions. Such services or software may not be available in all languages or in all countries or regions, and Apple makes no representation that they will be appropriate or available for use in any particular location. To the extent You choose to access such services or software, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. To the extent any such software includes Apple's FaceTime or Messages feature, You acknowledge and agree that when You use such features, the telephone numbers and device identifiers associated with Your Authorized Test Units, as well as email addresses and/or Apple ID information You provide, may be used and maintained by Apple to provide and improve such software and features. Certain services made accessible to You through the Apple Software may be provided by third parties. You acknowledge that Apple will not have any liability or responsibility to You or any other person (including to any end-user) for any third-party services or for any Apple services. Apple and its licensors reserve the right to change, suspend, remove, or disable access to any services at any time. In no event will Apple be liable for the removal or disabling of access to any such services. Further, upon any commercial release of such software or services, or earlier if requested by Apple, You agree to cease all use of the pre-release Apple Software or Services provided to You as an end-user for evaluation purposes under this Agreement.

#### **B. Google Safe Browsing Service**

If Your Application accesses the Google Safe Browsing service through the Apple Software such access is subject to Google's terms of service set forth at: <https://developers.google.com/safe-browsing/terms>. If You do not accept such terms of service, then You may not use the Google Safe Browsing Service in Your Application, and You acknowledge and agree that such use will constitute Your acceptance of such terms of service.

## **4. Changes to Program Requirements or Terms**

Apple may change the Program Requirements or the terms of this Agreement at any time. New or modified Program Requirements will not retroactively apply to Applications already in distribution via the App Store or Custom App Distribution; provided however that You agree that Apple reserves the right to remove Applications from the App Store or Custom App Distribution that are not in compliance with the new or modified Program Requirements at any time. In order to continue using the Apple Software, Apple Certificates or any Services, You must accept and agree to the new Program Requirements and/or new terms of this Agreement. If You do not agree to new Program Requirements or new terms, Your use of the Apple Software, Apple Certificates and any Services will be suspended or terminated by Apple. You agree that Your acceptance of such new Agreement terms or Program Requirements may be signified electronically, including without limitation, by Your checking a box or clicking on an "agree" or similar button. Nothing in this Section shall affect Apple's rights under **Section 5 (Apple Certificates; Revocation)**.

## **5. Apple Certificates; Revocation**

### **5.1 Certificate Requirements**

All Applications must be signed with an Apple Certificate in order to be installed on Authorized Test Units, Registered Devices, or submitted to Apple for distribution via the App Store, Custom App Distribution, or TestFlight. Similarly, all Passes must be signed with an Apple Certificate to be recognized and accepted by Wallet. Safari Extensions must be signed with an Apple Certificate to run in Safari on macOS. You must use a Website ID to send Safari Push Notifications to the macOS desktop of users who have opted in to receive such Notifications for Your Site through Safari on macOS. You may also obtain other Apple Certificates and keys for other purposes as set forth herein and in the Documentation.

In relation to this, You represent and warrant to Apple that:

- (a) You will not take any action to interfere with the normal operation of any Apple Certificates, keys, or Provisioning Profiles;
- (b) You are solely responsible for preventing any unauthorized person or organization from having access to Your Apple Certificates and keys, and You will use Your best efforts to safeguard Your Apple Certificates and keys from compromise (e.g., You will not upload Your Apple Certificate for App Store distribution to a cloud repository for use by a third party);
- (c) You agree to immediately notify Apple in writing if You have any reason to believe there has been a compromise of any of Your Apple Certificates or keys;
- (d) You will not provide or transfer Apple Certificates or keys provided under this Program to any third party (except for a Service Provider who is using them on Your behalf in compliance with this Agreement and only to the limited extent expressly permitted by Apple in the Documentation or this Agreement (e.g., You are prohibited from providing or transferring Your Apple Certificates that are used for distribution or submission to the App Store to a Service Provider), and You will not use Your Apple Certificates to sign any third party's application, pass, extension, notification, implementation, or site;
- (e) You will use any Apple Certificates or keys provided under this Agreement solely as permitted by Apple and in accordance with the Documentation; and
- (f) You will use Apple Certificates provided under this Program exclusively for the purpose of signing Your Passes, signing Your Safari Extensions, signing Your Site's registration bundle, accessing the APN service, and/or signing Your Applications for testing, submission to Apple, for MDM, and/or for limited distribution for use on Registered Devices or Authorized Test Units as contemplated under this Program, or as otherwise permitted by Apple, and only in accordance with this Agreement. As a limited exception to the foregoing, You may provide versions of Your Applications to Your Service Providers to sign with their Apple-issued development certificates, but solely for purposes of having them perform testing on Your behalf of Your Applications on Apple-branded products running iOS, watchOS, iPadOS, tvOS, and/or visionOS and provided that all such testing is conducted internally by Your Service Providers (e.g., no outside distribution of Your Applications) and that Your Applications are deleted within a reasonable period of time after such testing is performed. Further, You agree that Your Service Provider may use the data obtained from performing such testing services only for purposes of providing You with information about the performance of Your Applications (e.g., Your Service Provider is prohibited from aggregating Your Applications' test results with other developers' test results).

You further represent and warrant to Apple that the licensing terms governing Your Application, Your Safari Extension, Your Site's registration bundle, and/or Your Pass, or governing any third-party code or FOSS included in Your Covered Products or Corresponding Products, will be consistent with and not conflict with the digital signing or content protection aspects of the Program or any of the terms, conditions or requirements of the Program or this Agreement. In particular, such licensing terms will not purport to require Apple (or its agents) to disclose or make available any of the keys, authorization codes, methods, procedures, data or other information related to the Security Solution, digital signing or digital rights management mechanisms or security utilized as part of any Apple software, including the App Store. If You discover any such inconsistency or conflict, You agree to immediately notify Apple of it and will cooperate with Apple to resolve such matter. You acknowledge and agree that Apple may immediately cease

distribution of any affected Licensed Applications or Passes, and may refuse to accept any subsequent Application or Pass submissions from You until such matter is resolved to Apple's reasonable satisfaction.

## **5.2 Relying Party Certificates**

The Apple Software and Services may also contain functionality that permits digital certificates, either Apple Certificates or other third-party certificates, to be accepted by the Apple Software or Services (e.g., Apple Pay) and/or to be used to provide information to You (e.g., transaction receipts, App Attest receipts). It is Your responsibility to verify the validity of any certifications or receipts You may receive from Apple prior to relying on them (e.g., You should verify that the receipt came from Apple prior to any delivery of content to an end-user through the use of the In-App Purchase API). You are solely responsible for Your decision to rely on any such certificates and receipts, and Apple will not be liable for Your failure to verify that any such certificates or receipts came from Apple (or third parties) or for Your reliance on Apple Certificates or other digital certificates.

## **5.3 Notarized Applications for macOS**

To have Your macOS Application notarized, You may request a digital file for authentication of Your Application from Apple's digital notary service (a "**Ticket**"). You can use this Ticket with Your Apple Certificate to receive an improved developer signing and user experience for Your Application on macOS. To request this Ticket from Apple's digital notary service, You must upload Your Application to Apple through Apple's developer tools (or other requested mechanisms) for purposes of continuous security checking. This continuous security checking will involve automated scanning, testing, and analysis of Your Application by Apple for malware or other harmful or suspicious code or components or security flaws, and, in limited cases, a manual, technical investigation of Your Application by Apple for such purposes. By uploading Your Application to Apple for this digital notary service, You agree that Apple may perform such security checks on Your Application for purposes of detecting malware or other harmful or suspicious code or components, and You agree that Apple may retain and use Your Application for subsequent security checks for the same purposes.

If Apple authenticates Your developer signature and Your Application passes the initial security checks, Apple may provide You with a Ticket to use with Your Apple Certificate. Apple reserves the right to issue Tickets in its sole discretion, and Apple may revoke Tickets at any time in its sole discretion in the event that Apple has reason to believe, or has reasonable suspicions, that Your Application contains malware or malicious, suspicious or harmful code or components or that Your developer identity signature has been compromised. You may request that Apple revoke Your Ticket at any time by emailing: [product-security@apple.com](mailto:product-security@apple.com). If Apple revokes Your Ticket or Your Apple Certificate, then Your Application may no longer run on macOS.

You agree to cooperate with Apple regarding Your Ticket requests and to not hide, attempt to bypass, or misrepresent any part of Your Application from Apple's security checks or otherwise hinder Apple from being able to perform such security checks. You agree not to represent that Apple has performed a security check or malware detection for Your Application or that Apple has reviewed or approved Your Application for purposes of issuing a Ticket to You from Apple's digital notary service. You acknowledge and agree that Apple is performing security checks solely in connection with Apple's digital notary service and that such security checks should not be relied upon for malware detection or security verification of any kind. You are fully responsible for Your own Application and for ensuring that Your Application is safe, secure, and operational for Your end-users (e.g., informing Your end-users that Your Application may cease to run if there is an issue with malware). You agree to comply with export requirements in Your jurisdiction when uploading Your Application to Apple, and You agree not to upload any Application that is: (a) subject to the United States Export Administration Regulations, 15 C.F.R. Parts 730-774 or to the International Traffic in Arms Regulations, 22 C.F.R. Parts 120-130; or (b) that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software and source code, without first obtaining that authorization. Apple will not be



liable to You or any third party for any inability or failure to detect any malware or other suspicious, harmful code or components in Your Application or Your Corresponding Products or other security issues, or for any ticket issuance or revocation. Apple shall not be responsible for any costs, expenses, damages, losses or other liabilities You may incur as a result of Your Application development, Your Corresponding Product development, use of the Apple Software, Apple Services (including this digital notary service), or Apple Certificates, tickets, or participation in the Program, including without limitation the fact that Apple performs security checks on Your Application.

#### **5.4 Certificate Revocation**

Except as otherwise set forth herein, You may revoke Apple Certificates issued to You at any time. If You want to revoke the Apple Certificates used to sign Your Passes and/or issued to You for use with Your macOS Applications distributed outside of the App Store, You may request that Apple revoke these Apple Certificates at any time by emailing: [product-security@apple.com](mailto:product-security@apple.com). Apple also reserves the right to revoke any Apple Certificates at any time, in its sole discretion. By way of example only, Apple may choose to do this if: (a) any of Your Apple Certificates or corresponding private keys have been compromised or Apple has reason to believe that either have been compromised; (b) Apple has reason to believe or has reasonable suspicions that Your Covered Products or Corresponding Products contain malware or malicious, suspicious or harmful code or components (e.g., a software virus); (c) Apple has reason to believe that Your Covered Products adversely affect the security of Apple-branded products, or any other software, firmware, hardware, data, systems, or networks accessed or used by such products; (d) Apple's certificate issuance process is compromised or Apple has reason to believe that such process has been compromised; (e) You breach any term or condition of this Agreement; (f) Apple ceases to issue the Apple Certificates for the Covered Product or Corresponding Product under the Program; (g) Your Covered Product or Corresponding Product misuses or overburdens any Services provided hereunder; or (h) Apple has reason to believe that such action is prudent or necessary. Further, You understand and agree that Apple may notify end-users of Covered Products or Corresponding Products that are signed with Apple Certificates when Apple believes such action is necessary to protect the privacy, safety or security of end-users, or is otherwise prudent or necessary as determined in Apple's reasonable judgment. Apple's Certificate Policy and Certificate Practice Statements may be found at: <https://www.apple.com/certificateauthority>.

## **6. Application Submission and Selection**

### **6.1 Submission to Apple for App Store or Custom App Distribution**

You may submit Your Application for consideration by Apple for distribution via the App Store or Custom App Distribution once You decide that Your Application has been adequately tested and is complete. By submitting Your Application, You represent and warrant that Your Application complies with the Documentation and Program Requirements then in effect as well as with any additional guidelines that Apple may post on the Program web portal or in App Store Connect. You further agree that You will not attempt to hide, misrepresent or obscure any features, content, services or functionality in Your submitted Applications from Apple's review or otherwise hinder Apple from being able to fully review such Applications. In addition, You agree to inform Apple in writing through App Store Connect if Your Application connects to a physical device, including but not limited to an MFi Accessory, and, if so, to disclose the means of such connection (whether iAP, Bluetooth Low Energy (BLE), the headphone jack, or any other communication protocol or standard) and identify at least one physical device with which Your Application is designed to communicate. If requested by Apple, You agree to provide access to or samples of any such devices at Your expense (samples will not be returned). You agree to cooperate with Apple in this submission process and to answer questions and provide information and materials reasonably requested by Apple regarding Your submitted Application, including insurance information You may have relating to Your Application, the operation of Your business, or Your obligations under this Agreement. Apple may require You to carry certain levels of insurance for certain types of Applications and name Apple as an additional insured. If You make any changes to an Application (including to any functionality made available through use of the

In-App Purchase API) after submission to Apple, You must resubmit the Application to Apple. Similarly all bug fixes, updates, upgrades, modifications, enhancements, supplements to, revisions, new releases and new versions of Your Application must be submitted to Apple for review in order for them to be considered for distribution via the App Store or Custom App Distribution, except as otherwise permitted by Apple.

## **6.2 App Thinning and Bundled Resources**

As part of Your Application submission to the App Store or Custom App Distribution, Apple may optimize Your Application to target specific devices by repackaging certain functionality and delivered resources (as described in the Documentation) in Your Application so that it will run more efficiently and use less space on target devices (“**App Thinning**”). For example, Apple may deliver only the 32-bit or 64-bit version of Your Application to a target device, and Apple may not deliver icons or launch screens that would not render on the display of a target device. You agree that Apple may use App Thinning to repackage Your Application in order to deliver a more optimized version of Your Application to target devices.

As part of App Thinning, You can also request that Apple deliver specific resources for Your Application (e.g., GPU resources) to target devices by identifying such bundled resources as part of Your code submission (“**Bundled Resources**”). You can define such Bundled Resources to vary the timing or delivery of assets to a target device (e.g., when a user reaches a certain level of a game, then the content is delivered on-demand to the target device). App Thinning and Bundled Resources are not available for all Apple operating systems, and Apple may continue to deliver full Application binaries to some target devices.

## **6.3 iOS and iPadOS apps on macOS and visionOS**

If You compile Your Application for iOS and/or iPadOS and submit such Application for distribution on the App Store, You agree that Apple will also make Your Application available on macOS and visionOS via the App Store, unless You opt out of making Your Application available on macOS and/or visionOS by following the opt out process in App Store Connect. You agree that the foregoing applies to an Application for iOS and/or iPadOS submitted by You and currently available on the App Store, and to any future Application compiled for iOS and/or iPadOS and submitted by You to the App Store. Notwithstanding the foregoing, such availability on the App Store will apply only if such Application has been selected by Apple for distribution on the App Store pursuant to Section 7 and only if such Application can function appropriately on, and be compatible with, macOS and/or visionOS (as applicable), as determined in Apple’s sole discretion. You are responsible for obtaining and determining whether You have appropriate rights for Your Application to operate on macOS and/or visionOS. If You do not have such rights, You agree to opt out of making such Application available on macOS and/or visionOS. You are responsible for testing such Application on macOS and visionOS.

## **6.4 Bitcode Submissions**

For Application submissions to the App Store or Custom App Distribution for some Apple operating systems (e.g., for watchOS), Apple may require You to submit an intermediate representation of Your Application in binary file format for the LLVM compiler (“**Bitcode**”). You may also submit Bitcode for other supported Apple operating systems. Such Bitcode submission will allow Apple to compile Your Bitcode to target specific Apple-branded devices and to recompile Your Bitcode for subsequent releases of Your Application for new Apple hardware, software, and/or compiler changes. When submitting Bitcode, You may choose whether or not to include symbols for Your Application in the Bitcode; however, if You do not include symbols, then Apple will not be able to provide You with symbolicated crash logs or other diagnostic information as set forth in **Section 6.6 (Improving Your Application)** below. Further, You may be required to submit a compiled binary of Your Application with Your Bitcode.

By submitting Bitcode to Apple, You authorize Apple to compile Your Bitcode into a resulting binary that will be targeted for specific Apple-branded devices and to recompile Your Bitcode for subsequent rebuilding and recompiling of Your Application for updated hardware, software,

and/or compiler changes (e.g., if Apple releases a new device, then Apple may use Your Bitcode to update Your Application without requiring resubmission). You agree that Apple may compile such Bitcode for its own internal use in testing and improving Apple's developer tools, and for purposes of analyzing and improving how applications can be optimized to run on Apple's operating systems (e.g., which frameworks are used most frequently, how a certain framework consumes memory, etc.). You may use Apple's developer tools to view and test how Apple may process Your Bitcode into machine code binary form. Bitcode is not available for all Apple operating systems.

### **6.5 TestFlight Submission**

If You would like to distribute Your Application to Beta Testers outside of Your company or organization through TestFlight, You must first submit Your Application to Apple for review. By submitting such Application, You represent and warrant that Your Application complies with the Documentation and Program Requirements then in effect as well as with any additional guidelines that Apple may post on the Program web portal or in App Store Connect. Thereafter, Apple may permit You to distribute updates to such Application directly to Your Beta Testers without Apple's review, unless such an update includes significant changes, in which case You agree to inform Apple in App Store Connect and have such Application re-reviewed. Apple reserves the right to require You to cease distribution of Your Application through TestFlight, and/or to any particular Beta Tester, at any time in its sole discretion.

### **6.6 Improving Your Application**

Further, if Your Application is submitted for distribution via the App Store, Custom App Distribution or TestFlight, You agree that Apple may use Your Application for the limited purpose of compatibility testing of Your Application with Apple products and services, for finding and fixing bugs and issues in Apple products and services and/or Your Applications, for internal use in evaluating iOS, watchOS, tvOS, iPadOS, visionOS, and/or macOS performance issues in or with Your Application, for security testing, and for purposes of providing other information to You (e.g., crash logs). Except as otherwise set forth herein, You may opt in to send app symbol information for Your Application to Apple, and if You do so, then You agree that Apple may use such symbols to symbolicate Your Application for purposes of providing You with symbolicated crash logs and other diagnostic information, compatibility testing of Your Application with Apple products and services, and for finding and fixing bugs and issues in Apple products and services and/or Your Application. In the event that Apple provides You with crash logs or other diagnostic information for Your Application, You agree to use such crash logs and information only for purposes of fixing bugs and improving the performance of Your Application and related products. You may also collect numeric strings and variables from Your Application when it crashes, so long as You collect such information only in an anonymous, non-personal manner and do not recombine, correlate, or use such information to attempt to identify or derive information about any particular end-user or device.

### **6.7 Analytics**

You agree to use any data Apple provides through analytics services for Applications solely for improving Your Applications and related products. Further, You agree not to provide such data to any third parties, except for a Service Provider. The Service Provider must be assisting with processing and analyzing such data on Your behalf, and not be permitted to use it for any other purpose or disclose it to any other party. For instance, You must not aggregate (or permit any third-party to aggregate) data provided to You by Apple as part of these services with other developers' analytics information. Nor may you contribute such information to a repository for cross-developer analytics. And You must not use the analytics services or any analytics data to attempt to identify or derive information about any particular end-user or device. For clarity, this paragraph does not prohibit sharing or uses expressly permitted by law.

Apple may provide You with data in App Analytics about the performance of Your Applications relative to similar Applications on the App Store. This data is calculated using differential privacy to protect the Applications and end users. At all times, Your personal data will be handled in

accordance with Apple's Privacy Policy, which can be viewed at <https://www.apple.com/legal/privacy>.

### **6.8 Compatibility Requirement with Current Shipping OS Version**

Applications that are selected for distribution via the App Store must be compatible with the currently shipping version of Apple's applicable operating system (OS) software at the time of submission to Apple, and such Applications must stay current and maintain compatibility with each new release of the applicable OS version so long as such Applications are distributed through the App Store. You understand and agree that Apple may remove Applications from the App Store when they are not compatible with the then-current shipping release of the OS at any time in its sole discretion.

### **6.9 Selection by Apple for Distribution**

You understand and agree that if You submit Your Application to Apple for distribution via the App Store, Custom App Distribution, or TestFlight, Apple may, in its sole discretion:

- (a) determine that Your Application does not meet all or any part of the Documentation or Program Requirements then in effect;
- (b) reject Your Application for distribution for any reason, even if Your Application meets the Documentation and Program Requirements; or
- (c) select and digitally sign Your Application for distribution via the App Store, Custom App Distribution, or TestFlight.

Apple shall not be responsible for any costs, expenses, damages, losses (including without limitation lost business opportunities or lost profits) or other liabilities You may incur as a result of Your Application development, use of the Apple Software, Apple Services, or Apple Certificates or participation in the Program, including without limitation the fact that Your Application may not be selected for distribution via the App Store or Custom App Distribution. You will be solely responsible for developing Applications that are safe, free of defects in design and operation, and comply with applicable laws and regulations. You will also be solely responsible for any documentation and end-user customer support and warranty for such Applications. The fact that Apple may have reviewed, tested, approved or selected an Application will not relieve You of any of these responsibilities.

## **7. Distribution of Applications and Libraries**

### **Applications:**

Applications developed under this Agreement for iOS, iPadOS, macOS, tvOS, visionOS, or watchOS can be distributed: (1) through the App Store, if selected by Apple, (2) through Ad Hoc distribution in accordance with **Section 7.3**, and (3) for beta testing through TestFlight in accordance with **Section 7.4**. Applications developed for iOS, iPadOS, macOS, and tvOS can additionally be distributed through Custom App Distribution, if selected by Apple. Applications for macOS can additionally be separately distributed as described in this Agreement.

### **7.1 Delivery of Free Licensed Applications via the App Store or Custom App Distribution**

If Your Application qualifies as a Licensed Application, it is eligible for delivery to end-users via the App Store or Custom App Distribution by Apple and/or an Apple Subsidiary. If You would like Apple and/or an Apple Subsidiary to deliver Your Licensed Application or authorize additional content, functionality or services You make available in Your Licensed Application through the use of the In-App Purchase API to end-users for free (no charge) via the App Store or Custom App Distribution, then You appoint Apple and Apple Subsidiaries as Your legal agent and/or commissionaire pursuant to the terms of Schedule 1 for Licensed Applications designated by You as free-of-charge applications.

## **7.2 Schedule 2 and Schedule 3 for Fee-Based Licensed Applications; Receipts**

If Your Application qualifies as a Licensed Application and You intend to charge end-users a fee of any kind for Your Licensed Application or within Your Licensed Application through the use of the In-App Purchase API, You must enter into a separate agreement (Schedule 2) with Apple and/or an Apple Subsidiary before any such commercial distribution of Your Licensed Application may take place via the App Store or before any such commercial delivery of additional content, functionality or services for which You charge end-users a fee may be authorized through the use of the In-App Purchase API in Your Licensed Application. If You would like Apple to sign and distribute Your Application for a fee through Custom App Distribution, then You must enter into a separate agreement (Schedule 3) with Apple and/or an Apple Subsidiary before any such distribution may take place. To the extent that You enter (or have previously entered) into Schedule 2 or Schedule 3 with Apple and/or an Apple Subsidiary, the terms of Schedule 2 or 3 will be deemed incorporated into this Agreement by this reference.

When an end-user installs Your Licensed Application, Apple will provide You with a transaction receipt signed with an Apple Certificate. It is Your responsibility to verify that such certificate and receipt were issued by Apple, as set forth in the Documentation. You are solely responsible for Your decision to rely on any such certificates and receipts. YOUR USE OF OR RELIANCE ON SUCH CERTIFICATES AND RECEIPTS IN CONNECTION WITH A PURCHASE OF A LICENSED APPLICATION IS AT YOUR SOLE RISK. APPLE MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ACCURACY, RELIABILITY, SECURITY, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO SUCH APPLE CERTIFICATES AND RECEIPTS. You agree that You will only use such receipts and certificates in accordance with the Documentation, and that You will not interfere or tamper with the normal operation of such digital certificates or receipts, including but not limited to any falsification or other misuse.

## **7.3 Distribution on Registered Devices (Ad Hoc Distribution)**

Subject to the terms and conditions of this Agreement, You may also distribute Your Applications for iOS, watchOS, iPadOS, tvOS, and visionOS to individuals within Your company, organization, educational institution, group, or who are otherwise affiliated with You for use on a limited number of Registered Devices (as specified in the Program web portal), if Your Application has been digitally signed using Your Apple Certificate as described in this Agreement. By distributing Your Application in this manner on Registered Devices, You represent and warrant to Apple that Your Application complies with the Documentation and Program Requirements then in effect and You agree to cooperate with Apple and to answer questions and provide information about Your Application, as reasonably requested by Apple. You also agree to be solely responsible for determining which individuals within Your company, organization, educational institution or affiliated group should have access to and use of Your Applications and Registered Devices, and for managing such Registered Devices. Apple shall not be responsible for any costs, expenses, damages, losses (including without limitation lost business opportunities or lost profits) or other liabilities You may incur as a result of distributing Your Applications in this manner, or for Your failure to adequately manage, limit or otherwise control the access to and use of Your Applications and Registered Devices. You will be responsible for attaching or otherwise including, at Your discretion, any relevant usage terms with Your Applications. Apple will not be responsible for any violations of Your usage terms. You will be solely responsible for all user assistance, warranty and support of Your Applications.

## **7.4 TestFlight Distribution**

### **A. Internal Distribution to Authorized Developers and App Store Connect users**

You may use TestFlight for internal distribution of pre-release versions of Your Applications to a limited number (as specified on the TestFlight developer website) of Your Authorized Developers or Your App Store Connect users who are members of Your company or organization, but solely for their internal use in testing, evaluating and/or developing Your Applications. Apple reserves the right to require You to cease distribution of such Applications to Your Authorized Developers

or Your App Store Connect users through TestFlight, or to any particular Authorized Developer or App Store Connect user, at any time in its sole discretion.

#### **B. External Distribution to Beta Testers**

You may also use TestFlight for external distribution of pre-release versions of Your Applications to a limited number of Beta Testers (as specified on the TestFlight developer website), but solely for their testing and evaluation of such pre-release versions of Your Applications and only if Your Application has been approved for such distribution by Apple as set forth in **Section 6.5 (TestFlight Submission)**. You may not charge Your Beta Testers fees of any kind to participate in Apple's TestFlight or for the use of any such pre-release versions. You may not use TestFlight for purposes that are not related to improving the quality, performance, or usability of pre-release versions of Your Application (e.g., continuous distribution of demo versions of Your Application in an attempt to circumvent the App Store or providing trial versions of Your Applications for purposes of soliciting favorable App Store ratings are prohibited uses). Further, if Your Application is primarily intended for children, You must verify that Your Beta Testers are of the age of majority in their jurisdiction. If You choose to add Beta Testers to TestFlight, then You are assuming responsibility for any invitations sent to such end-users and for obtaining their consent to contact them. Apple will use the email addresses that You provide through TestFlight only for purposes of sending invitations to such end-users via TestFlight. By uploading email addresses for the purposes of sending invites to Beta Testers, You warrant that You have an appropriate legal basis for using such emails addresses for the purposes of sending invites. If a Beta Tester requests that You stop contacting them (either through TestFlight or otherwise), then You agree to promptly do so.

#### **C. Use of TestFlight Information**

To the extent that TestFlight provides You with beta analytics information about Your end-user's use of pre-release versions of Your Application (e.g., installation time, frequency of an individual's use of an App, etc.) and/or other related information (e.g. tester suggestions, feedback, screenshots), You agree to use such data solely for purposes of improving Your Applications and related products. You agree not to provide such information to any third parties, except for a Service Provider who is assisting You in processing and analyzing such data on Your behalf and who is not permitted to use it for any other purpose or disclose it to any other party (and then only to the limited extent not prohibited by Apple). For clarity, You must not aggregate (or permit any third party to aggregate) beta analytics information provided to You by Apple for Your Applications as part of TestFlight with other developers' beta analytics information, or contribute such information to a repository for cross-developer beta analytics information. Further, You must not use any beta analytics information provided through TestFlight for purposes of de-anonymizing information obtained from or regarding a particular device or end-user outside of TestFlight (e.g., You may not attempt to connect data gathered through TestFlight for a particular end-user with information that is provided in an anonymized form through Apple's analytics service).

#### **Libraries:**

##### **7.5 Distribution of Libraries**

You can develop Libraries using the Apple Software. Notwithstanding anything to the contrary in the Xcode and Apple SDKs Agreement or the Swift Playgrounds Agreement, under this Agreement You may develop Libraries for iOS, watchOS, iPadOS, tvOS, and/or visionOS using the applicable Apple SDKs that are provided as part of the Xcode and Apple SDKs license or Swift Playgrounds license, provided that any such Libraries are developed and distributed solely for use with an Apple-branded product and that You limit use of such Libraries only to use with such products. If Apple determines that Your Library is not designed for use with an Apple-branded product, then Apple may require You to cease distribution of Your Library at any time, and You agree to promptly cease all distribution of such Library upon notice from Apple and cooperate with Apple to remove any remaining copies of such Library. For clarity, the foregoing limitation is not intended to prohibit the development of libraries for macOS.

## **7.6 No Other Distribution Authorized Under this Agreement**

Except for the distribution of freely available Licensed Applications through the App Store or Custom App Distribution in accordance with **Sections 7.1 and 7.2**, the distribution of Applications for use on Registered Devices as set forth in **Section 7.2** (Ad Hoc Distribution), the distribution of Applications for beta testing through TestFlight as set forth in **Section 7.4**, the distribution of Libraries in accordance with **Section 7.5**, the distribution of Passes in accordance with Attachment 5, the delivery of Safari Push Notifications on macOS, the distribution of Safari Extensions on macOS, the distribution of Applications and libraries developed for macOS, and/or as otherwise permitted herein, no other distribution of programs or applications developed using the Apple Software is authorized or permitted hereunder. In the absence of a separate agreement with Apple, You agree not to distribute Your Application for iOS, iPadOS, tvOS, visionOS, or watchOS to third parties via other distribution methods or to enable or permit others to do so. You agree to distribute Your Covered Products only in accordance with the terms of this Agreement.

## **8. Program Fees**

As consideration for the rights and licenses granted to You under this Agreement and Your participation in the Program, You agree to pay Apple the annual Program fee set forth on the Program website, unless You have received a valid fee waiver from Apple. Such fee is non-refundable, and any taxes that may be levied on the Apple Software, Apple Services or Your use of the Program shall be Your responsibility. Your Program fees must be paid up and not in arrears at the time You submit (or resubmit) Applications to Apple under this Agreement, and Your continued use of the Program web portal and Services is subject to Your payment of such fees, where applicable. If You opt-in to have Your annual Program fees paid on an auto-renewing basis, then You agree that Apple may charge the credit card that You have on file with Apple for such fees, subject to the terms You agree to on the Program web portal when You choose to enroll in an auto-renewing membership.

If You pay for Your Program fees through the Apple Developer app, the terms of Attachment 9 (Additional Terms for Subscriptions Purchased Through the Apple Developer App) also apply.

## **9. Confidentiality**

### **9.1 Information Deemed Apple Confidential**

You agree that all pre-release versions of the Apple Software and Apple Services (including pre-release Documentation), pre-release versions of Apple hardware, and the FPS Deployment Package will be deemed "Apple Confidential Information"; provided however that upon the commercial release of the Apple Software the terms and conditions that disclose pre-release features of the Apple Software or services will no longer be confidential. Notwithstanding the foregoing, Apple Confidential Information will not include: (i) information that is generally and legitimately available to the public through no fault or breach of Yours, (ii) information that is generally made available to the public by Apple, (iii) information that is independently developed by You without the use of any Apple Confidential Information, (iv) information that was rightfully obtained from a third party who had the right to transfer or disclose it to You without limitation, or (v) any FOSS included in the Apple Software and accompanied by licensing terms that do not impose confidentiality obligations on the use or disclosure of such FOSS. Further, Apple agrees that You will not be bound by the foregoing confidentiality terms with regard to technical information about pre-release Apple Software and services disclosed by Apple at WWDC (Apple's Worldwide Developers Conference), except that You may not post screenshots of, write public reviews of, or redistribute any pre-release Apple Software, Apple Services or hardware.

### **9.2 Obligations Regarding Apple Confidential Information**

You agree to protect Apple Confidential Information using at least the same degree of care that You use to protect Your own confidential information of similar importance, but no less than a reasonable degree of care. You agree to use Apple Confidential Information solely for the

purpose of exercising Your rights and performing Your obligations under this Agreement and agree not to use Apple Confidential Information for any other purpose, for Your own or any third party's benefit, without Apple's prior written consent. You further agree not to disclose or disseminate Apple Confidential Information to anyone other than: (i) those of Your employees and contractors, or those of Your faculty and staff if You are an educational institution, who have a need to know and who are bound by a written agreement that prohibits unauthorized use or disclosure of the Apple Confidential Information; or (ii) except as otherwise agreed or permitted in writing by Apple. You may disclose Apple Confidential Information to the extent required by law, provided that You take reasonable steps to notify Apple of such requirement before disclosing the Apple Confidential Information and to obtain protective treatment of the Apple Confidential Information. You acknowledge that damages for improper disclosure of Apple Confidential Information may be irreparable; therefore, Apple is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies.

### **9.3 Information Submitted to Apple Not Deemed Confidential**

Apple works with many application and software developers and some of their products may be similar to or compete with Your Applications. Apple may also be developing its own similar or competing applications and products or may decide to do so in the future. To avoid potential misunderstandings and except as otherwise expressly set forth herein, Apple cannot agree, and expressly disclaims, any confidentiality obligations or use restrictions, express or implied, with respect to any information that You may provide in connection with this Agreement or the Program, including but not limited to information about Your Application, Licensed Application Information, and metadata (such disclosures will be referred to as "**Licensee Disclosures**"). You agree that any such Licensee Disclosures will be **non-confidential**. Except as otherwise expressly set forth herein, Apple will be free to use and disclose any Licensee Disclosures on an unrestricted basis without notifying or compensating You. You release Apple from all liability and obligations that may arise from the receipt, review, use, or disclosure of any portion of any Licensee Disclosures. Any physical materials You submit to Apple will become Apple property and Apple will have no obligation to return those materials to You or to certify their destruction.

### **9.4 Press Releases and Other Publicity**

You may not issue any press releases or make any other public statements regarding this Agreement, its terms and conditions, or the relationship of the parties without Apple's express prior written approval, which may be withheld at Apple's discretion.

## **10. Indemnification**

To the extent permitted by applicable law, You agree to indemnify and hold harmless, and upon Apple's request, defend, Apple, its directors, officers, employees, independent contractors and agents (each an "Apple Indemnified Party") from any and all claims, losses, liabilities, damages, taxes, expenses and costs, including without limitation, attorneys' fees and court costs (collectively, "Losses"), incurred by an Apple Indemnified Party and arising from or related to any of the following (but excluding for purposes of this Section, any Application for macOS that is distributed outside of the App Store and does not use any Apple Services or Certificates): (i) Your breach of any certification, covenant, obligation, representation or warranty in this Agreement, including Schedule 2 and Schedule 3 (if applicable); (ii) any claims that Your Covered Product, or Corresponding Product or the distribution, sale, offer for sale, use or importation of Your Covered Product or Corresponding Product (whether alone or as an essential part of a combination), Licensed Application Information, metadata, or Pass Information violate or infringe any third-party intellectual property or proprietary rights; (iii) Your breach of any of Your obligations under the EULA (as defined in Schedule 1 or Schedule 2 or Schedule 3 (if applicable)) for Your Licensed Application; (iv) Apple's permitted use, promotion or delivery of Your Licensed Application, Licensed Application Information, Safari Push Notification, Safari Extension (if applicable), Pass, Pass Information, metadata, related trademarks and logos, or images and other materials that You provide to Apple under this Agreement, including Schedule 2 or Schedule 3 (if applicable); (v) any claims, including but not limited to any end-user claims, regarding Your Covered



Products, Your Corresponding Products, Licensed Application Information, Pass Information, or related logos, trademarks, content or images; (vi) Your use (including Your Authorized Developers' use) of the Apple Software or services, Your Licensed Application Information, Pass Information, metadata, Your Authorized Test Units, Your Registered Devices, Your Covered Products, Your Corresponding Products, Configuration Profiles, or Your development and distribution of any of the foregoing; or (vii) any MDM Customer claims about Your MDM Compatible Products, as well as any claims that Your MDM Compatible Products violate or infringe any third-party intellectual property or proprietary rights.

You acknowledge that neither the Apple Software nor any Services are intended for use in the development of Covered Products or Corresponding Products in which errors or inaccuracies in the content, functionality, services, data or information provided by any of the foregoing or the failure of any of the foregoing, could lead to death, personal injury, or severe physical or environmental damage, and, to the extent permitted by law, You hereby agree to indemnify, defend and hold harmless each Apple Indemnified Party from any Losses incurred by such Apple Indemnified Party by reason of any such use.

In no event may You enter into any settlement or like agreement with a third party that affects Apple's rights or binds Apple in any way, without the prior written consent of Apple.

## **11. Term and Termination**

### **11.1 Term**

The Term of this Agreement shall extend until the one (1) year anniversary of the original activation date of Your Program account. Thereafter, subject to Your payment of annual renewal fees and compliance with the terms of this Agreement, the Term will automatically renew for successive one (1) year terms, unless sooner terminated in accordance with this Agreement.

### **11.2 Termination**

This Agreement and all rights and licenses granted by Apple hereunder and any services provided hereunder will terminate, effective immediately upon notice from Apple:

- (a) if You or any of Your Authorized Developers fail to comply with any term of this Agreement other than those set forth below in this **Section 11.2** and fail to cure such breach within 30 days after becoming aware of or receiving notice of such breach;
- (b) if You or any of Your Authorized Developers fail to comply with the terms of **Section 9 (Confidentiality)**;
- (c) in the event of the circumstances described in the subsection entitled "Severability" below;
- (d) if You, at any time during the Term, commence an action for patent infringement against Apple;
- (e) if You become insolvent, fail to pay Your debts when due, dissolve or cease to do business, file for bankruptcy, or have filed against You a petition in bankruptcy;
- (f) if You or any entity or person that directly or indirectly controls You, or is under common control with You (where "control" has the meaning defined in Section 14.8), are or become subject to sanctions or other restrictions in the countries or regions available in App Store Connect; or
- (g) if You engage, or encourage others to engage, in any misleading, fraudulent, improper, unlawful or dishonest act relating to this Agreement, including, but not limited to, misrepresenting the nature of Your Application (e.g., hiding or trying to hide functionality from Apple's review, falsifying consumer reviews for Your Application, engaging in payment fraud, etc.).

Apple may also terminate this Agreement, or suspend Your rights to use the Apple Software or services, if You fail to accept any new Program Requirements or Agreement terms as described in **Section 4**. Either party may terminate this Agreement for its convenience, for any reason or no reason, effective 30 days after providing the other party with written notice of its intent to terminate.

### 11.3 Effect of Termination

Upon the termination of this Agreement for any reason, You agree to immediately cease all use of the Apple Software and services and erase and destroy all copies, full or partial, of the Apple Software and any information pertaining to the services (including Your Push Application ID) and all copies of Apple Confidential Information in Your and Your Authorized Developers' possession or control. At Apple's request, You agree to provide written certification of such destruction to Apple. Upon the expiration of the Delivery Period defined and set forth in Schedule 1, all Licensed Applications and Licensed Application Information in Apple's possession or control shall be deleted or destroyed within a reasonable time thereafter, excluding any archival copies maintained in accordance with Apple's standard business practices or required to be maintained by applicable law, rule or regulation. The following provisions shall survive any termination of this Agreement: Sections 1, 2.3, 2.5, 2.6, 3.1(d), 3.1(e), 3.1(f), 3.2, and 3.3, the second paragraph of Section 5.1 (excluding the last two sentences other than the restrictions, which shall survive), the third paragraph of Section 5.1, the last sentence of the first paragraph of Section 5.3 and the limitations and restrictions of Section 5.3, Section 5.4, the first sentence of and the restrictions of Section 6.6, the restrictions of Section 6.7, the second paragraph of Section 6.9, Section 7.1 (Schedule 1 for the Delivery Period), the restrictions of Section 7.3, 7.4, and 7.5, Section 7.6, Section 9 through 14 inclusive; within Attachment 1, the last sentence of Section 1.1, Section 2, Section 3.2 (but only for existing promotions), the second and third sentences of Section 4, Section 5, and Section 6; within Attachment 2, Sections 1.3, 2, 3, 4, 5, 6, and 7; within Attachment 3, Sections 1, 2 (except the second sentence of Section 2.1), 3 and 4; within Attachment 4, Sections 1.2, 1.5, 1.6, 2, 3, and 4; within Attachment 5, Sections 2.2, 2.3, 2.4 (but only for existing promotions), 3.3, and 5; within Attachment 6, Sections 1.2, 1.3, 2, 3, and 4; within Attachment 7, Section 1.1 and Section 1.2; and Attachment 8. Apple will not be liable for compensation, indemnity, or damages of any sort as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement will be without prejudice to any other right or remedy Apple may have, now or in the future.

## 12. NO WARRANTY

The Apple Software or Services may contain inaccuracies or errors that could cause failures or loss of data and it may be incomplete. Apple and its licensors reserve the right to change, suspend, remove, or disable access to any Services (or any part thereof) at any time without notice. In no event will Apple or its licensors be liable for the removal of or disabling of access to any such Services. Apple or its licensors may also impose limits on the use of or access to certain Services, or may remove the Services for indefinite time periods, or cancel the Services at any time, and in any case and without notice or liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLE SOFTWARE, SECURITY SOLUTION, AND ANY SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. THE APPLE SOFTWARE, SECURITY SOLUTION, AND ANY SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND APPLE, APPLE'S AGENTS AND APPLE'S LICENSORS (**COLLECTIVELY REFERRED TO AS "APPLE" FOR THE PURPOSES OF SECTIONS 12 AND 13**) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLE SOFTWARE, SECURITY SOLUTION, AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. APPLE DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APPLE SOFTWARE, SECURITY SOLUTION, OR SERVICES, THAT THE APPLE SOFTWARE, SECURITY SOLUTION, OR SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLE SOFTWARE, SECURITY SOLUTION, OR THE PROVISION OF SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS OR ERRORS IN THE APPLE SOFTWARE, SECURITY SOLUTION, OR SERVICES

WILL BE CORRECTED, OR THAT THE APPLE SOFTWARE, SECURITY SOLUTION, OR SERVICES WILL BE COMPATIBLE WITH FUTURE APPLE PRODUCTS, SERVICES OR SOFTWARE OR ANY THIRD-PARTY SOFTWARE, APPLICATIONS, OR SERVICES, OR THAT ANY INFORMATION PROCESSED, STORED, OR TRANSMITTED THROUGH ANY APPLE SOFTWARE OR SERVICES WILL NOT BE LOST, CORRUPTED OR DAMAGED. YOU ACKNOWLEDGE THAT THE APPLE SOFTWARE AND SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE ERRORS, DELAYS, FAILURES OR INACCURACIES IN THE PROCESSING, TRANSMISSION, OR STORAGE OF DATA OR INFORMATION BY OR THROUGH THE APPLE SOFTWARE OR SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR FINANCIAL, PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE, INCLUDING WITHOUT LIMITATION THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT OR WEAPONS SYSTEMS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLE OR AN APPLE AUTHORIZED REPRESENTATIVE WILL CREATE A WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SHOULD THE APPLE SOFTWARE, SECURITY SOLUTION, OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. Location data as well as any maps data provided by any Services or software is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Apple nor any of its licensors guarantees the availability, accuracy, completeness, reliability, or timeliness of location data or any other data or information displayed by any Services or software.

### **13. LIMITATION OF LIABILITY**

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL APPLE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, YOUR USE OR INABILITY TO USE THE APPLE SOFTWARE, SECURITY SOLUTION, SERVICES, APPLE CERTIFICATES, OR YOUR DEVELOPMENT EFFORTS OR PARTICIPATION IN THE PROGRAM, HOWEVER CAUSED, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, OR OTHERWISE, EVEN IF APPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. In no event shall Apple's total liability to You under this Agreement for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00).

### **14. General Legal Terms**

#### **14.1 Third-Party Notices**

Portions of the Apple Software or Services may utilize or include third-party software and other copyrighted material. Acknowledgements, licensing terms and disclaimers for such material are contained in the electronic documentation for the Apple Software and Services, and Your use of such material is governed by their respective terms.

#### **14.2 Consent to Collection and Use of Data**

##### **A. Pre-Release Versions of iOS, watchOS, tvOS, visionOS, iPadOS, and macOS**

In order to provide, test and help Apple, its partners, and third-party developers improve their products and services, and unless You or Your Authorized Developers opt out in the pre-release versions of iOS, watchOS, tvOS, iPadOS, visionOS, or macOS, as applicable, You acknowledge that Apple and its subsidiaries and agents will be collecting, using, storing, transmitting, processing and analyzing (collectively, "**Collecting**") diagnostic, technical, and usage logs and

information from Your Authorized Test Units (that are running pre-release versions of the Apple Software and services) as part of the developer seeding process. This information will be Collected in a form that does not personally identify You or Your Authorized Developers and may be Collected from Your Authorized Test Units at any time. The information that would be Collected includes, but is not limited to, general diagnostic and usage data, various unique device identifiers, various unique system or hardware identifiers, details about hardware and operating system specifications, performance statistics, and data about how You use Your Authorized Test Unit, system and application software, and peripherals, and, if Location Services is enabled, certain location information. You agree that Apple may share such diagnostic, technical, and usage logs and information with partners and third-party developers for purposes of allowing them to improve their products and services that operate on or in connection with Apple-branded products. **By installing or using pre-release versions of iOS, watchOS, tvOS, iPadOS, visionOS, or macOS on Your Authorized Test Units, You acknowledge and agree that Apple and its subsidiaries and agents have Your permission to Collect all such information and use it as set forth above in this Section.**

#### **B. Other Pre-Release Apple Software and Services**

In order to test, provide and improve Apple's products and services, and only if You choose to install or use other pre-release Apple Software or Services provided as part of the developer seeding process or Program, You acknowledge that Apple and its subsidiaries and agents may be Collecting diagnostic, technical, usage and related information from other pre-release Apple Software and Services. Apple will notify You about the Collection of such information on the Program web portal, and You should carefully review the release notes and other information disclosed by Apple in such location prior to choosing whether or not to install or use any such pre-release Apple Software or Services. **By installing or using such pre-release Apple Software and Services, You acknowledge and agree that Apple and its subsidiaries and agents have Your permission to Collect any and all such information and use it as set forth above.**

#### **C. Device Deployment Services**

In order to set up and use the device provisioning, account authentication, and deployment features of the Apple Software and Services, certain unique identifiers for Your Apple-branded products and account information may be needed. These unique identifiers may include Your email address, Your Apple ID, a hardware identifier for Your computer, and device identifiers entered by You into the Apple Software or Services for such Apple-branded products. Such identifiers may be logged in association with Your interaction with the Service and Your use of these features and the Apple Software and Services. **By using these features, You agree that Apple and its subsidiaries and agents may Collect this information for the purpose of providing the Apple Software and Services, including using such identifiers for account verification and anti-fraud measures.** If You do not want to provide this information, do not use the provisioning, deployment or authentication features of the Apple Software or Services.

#### **D. Apple Services**

In order to test, provide and improve Apple's products and services, and only if You choose to use the Services provided hereunder (and except as otherwise provided herein), You acknowledge that Apple and its subsidiaries and agents may be Collecting diagnostic, technical, usage and related information from the Apple Services. Some of this information will be Collected in a form that does not personally identify You. However, in some cases, Apple may need to Collect information that would personally identify You, but only if Apple has a good faith belief that such Collection is reasonably necessary to: (a) provide the Apple Services; (b) comply with legal process or request; (c) verify compliance with the terms of this Agreement; (d) prevent fraud, including investigating any potential technical issues or violations; or (e) protect the rights, property, security or safety of Apple, its developers, customers or the public as required or permitted by law. **By installing or using such Apple Services, You acknowledge and agree that Apple and its subsidiaries and agents have Your permission to Collect any and all such information and use it as set forth in this Section.** Further, You agree that Apple may share the diagnostic, technical, and usage logs and information (excluding personally identifiable

information) with partners and third-party developers for purposes of allowing them to improve their products and services that operate on or in connection with Apple-branded products.

#### **E. Privacy Policy**

Data collected pursuant to this **Section 14.2** will be treated in accordance with Apple's Privacy Policy which can be viewed at <https://www.apple.com/legal/privacy>.

#### **14.3 Assignment; Relationship of the Parties**

This Agreement may not be assigned, nor may any of Your obligations under this Agreement be delegated, in whole or in part, by You by operation of law, merger, or any other means without Apple's express prior written consent and any attempted assignment without such consent will be null and void. To submit a request for Apple's consent to assignment, please log into your account at [developer.apple.com](https://developer.apple.com) and follow the steps under Membership. Except for the agency appointment as specifically set forth in Schedule 1 (if applicable), this Agreement will not be construed as creating any other agency relationship, or a partnership, joint venture, fiduciary duty, or any other form of legal association between You and Apple, and You will not represent to the contrary, whether expressly, by implication, appearance or otherwise. This Agreement is not for the benefit of any third parties.

#### **14.4 Independent Development**

Nothing in this Agreement will impair Apple's right to develop, acquire, license, market, promote, or distribute products or technologies that perform the same or similar functions as, or otherwise compete with, Licensed Applications, Covered Products, Corresponding Products or any other products or technologies that You may develop, produce, market, or distribute.

#### **14.5 Notices**

Any notices relating to this Agreement shall be in writing, except as otherwise set forth in **Section 14.3**. Notices will be deemed given by Apple when sent to You at the email address or mailing address You provided during the sign-up process. Except as set forth in **Section 14.3**, all notices to Apple relating to this Agreement will be deemed given (a) when delivered personally, (b) three business days after having been sent by commercial overnight carrier with written proof of delivery, and (c) five business days after having been sent by first class or certified mail, postage prepaid, to this Apple address: Developer Relations Legal, Apple Inc., One Apple Park Way, 37-2ISM, Cupertino, California, 95014 U.S.A. You consent to receive notices by email and agree that any such notices that Apple sends You electronically will satisfy any legal communication requirements. A party may change its email or mailing address by giving the other written notice as described above.

#### **14.6 Severability**

If a court of competent jurisdiction finds any clause of this Agreement to be unenforceable for any reason, that clause of this Agreement shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. However, if applicable law prohibits or restricts You from fully and specifically complying with, or appointing Apple and Apple Subsidiaries as Your agent under Schedule 1 or the Sections of this Agreement entitled "Internal Use License and Restrictions", "Your Obligations" or "Apple Certificates; Revocation", or prevents the enforceability of any of those Sections or Schedule 1, this Agreement will immediately terminate and You must immediately discontinue any use of the Apple Software as described in the Section entitled "Term and Termination."

#### **14.7 Waiver and Construction**

Failure by Apple to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Any laws or regulations that provide that the language of a contract will be construed against the drafter will not apply to this Agreement. Section headings are for convenience only and are not to be considered in construing or interpreting this Agreement.

#### **14.8 Export Control**

A. You may not use, export, re-export, import, sell, release, or transfer the Apple Software, Services, or Documentation except as authorized by United States law, the laws of the jurisdiction in which You obtained the Apple Software, and any other applicable laws and regulations. In particular, but without limitation, the Apple Software, Services, source code, technology, and Documentation (collectively referred to as “Apple Technology” for purposes of this Section 14.8) may not be exported, or re-exported, transferred, or released (a) into any U.S. embargoed countries or regions or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons List or on any other restricted party lists. By using the Apple Technology, You represent and warrant that You are not located in any such country or region or on any such list. You also agree that You will not use the Apple Technology, including any pre-release versions thereof, for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missile, chemical or biological weapons or any other military end uses as defined in 15 C.F.R. § 744. You certify that pre-release versions of the Apple Technology will only be used for development and testing purposes, and will not be rented, sold, leased, sublicensed, assigned, or otherwise transferred. Further, You certify that You will not sell, transfer or export any product, process or service that is a direct product of such pre-release Apple Technology.

B. You represent and warrant that You and any entity or person that directly or indirectly controls You, or is under common control with You, are not: (a) on any sanctions lists in the countries or regions available in App Store Connect, (b) doing business in any of the US embargoed countries or regions, and (c) a military end user as defined and scoped in 15 C.F.R § 744. As used in this Section 14.8, “control” means that an entity or person possesses, directly or indirectly, the power to direct or cause the direction of the management policies of the other entity, whether through ownership of voting securities, an interest in registered capital, by contract, or otherwise.

#### **14.9 Government End-users**

The Apple Software and Documentation are “Commercial Items”, as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end-users (a) only as Commercial Items and (b) with only those rights as are granted to all other end-users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

#### **14.10 Dispute Resolution; Governing Law**

Any litigation or other dispute resolution between You and Apple (other than a challenge to a patent right before a patent office) arising out of or relating to this Agreement, the Apple Software, or Your relationship with Apple will take place in the Northern District of California, and You and Apple hereby consent to the personal jurisdiction of and exclusive venue in the state and federal courts within that District with respect any such litigation or dispute resolution. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of California, except that body of California law concerning conflicts of law. Notwithstanding the foregoing:

(a) If You are an agency, instrumentality or department of the federal government of the United States, then this Agreement shall be governed in accordance with the laws of the United States of America, and in the absence of applicable federal law, the laws of the State of California will apply. Further, and notwithstanding anything to the contrary in this Agreement (including but not limited to **Section 10 (Indemnification)**, all claims, demands, complaints and disputes will be subject to the Contract Disputes Act (41 U.S.C. §§601-613), the Tucker Act (28 U.S.C. § 1346(a) and § 1491), or the Federal Tort Claims Act (28 U.S.C. §§ 1346(b), 2401-2402, 2671-2672, 2674-

2680), as applicable, or other applicable governing authority. For the avoidance of doubt, if You are an agency, instrumentality, or department of the federal, state or local government of the U.S. or a U.S. public and accredited educational institution, then Your indemnification obligations are only applicable to the extent they would not cause You to violate any applicable law (e.g., the Anti-Deficiency Act), and You have any legally required authorization or authorizing statute;

(b) If You (as an entity entering into this Agreement) are a U.S. public and accredited educational institution or an agency, instrumentality, or department of a state or local government within the United States, then (a) this Agreement will be governed and construed in accordance with the laws of the state (within the U.S.) in which Your entity is domiciled, except that body of state law concerning conflicts of law; and (b) any litigation or other dispute resolution between You and Apple arising out of or relating to this Agreement, the Apple Software, or Your relationship with Apple will take place in federal court within the Northern District of California, and You and Apple hereby consent to the personal jurisdiction of and exclusive venue of such District unless such consent is expressly prohibited by the laws of the state in which Your entity is domiciled; (c) If You are an international, intergovernmental organization that has been conferred immunity from the jurisdiction of national courts through Your intergovernmental charter or agreement, then any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration under the Rules of Arbitration of the International Chamber of Commerce (the "ICC Rules") in effect at the time of applying for arbitration by three arbitrators appointed in accordance with such rules, and will be conducted according to the International Bar Association (IBA) Rules on the Taking of Evidence in International Arbitration. The place of arbitration shall be London, England. The arbitration shall be conducted in English. Upon Apple's request, You agree to provide evidence of Your status as an intergovernmental organization with such privileges and immunities; and

(d) If You have a European Relationship with Apple and/or Apple Distribution International Ltd., any European Relationship Claims between You and Apple and/or Apple Distribution International Ltd. shall be subject to the exclusive jurisdiction of the courts of Ireland. This **Section 14.10(d)**, and any non-contractual obligations arising out of or in connection with the European Relationship shall be governed by and construed in accordance with Irish law. In the event of any conflict, this **Section 14.10(d)** shall take priority over any other jurisdiction and/or governing law agreement between You and Apple and/or Apple Distribution International Ltd. Nothing in this **Section 14.10(d)** shall affect the rights of Apple or Apple Distribution International Ltd. to bring any claim or proceedings in any jurisdiction under the law applicable in that jurisdiction in relation to the violation, misappropriation or infringement of any IP Rights.

This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

#### **14.11 Entire Agreement; Governing Language**

This Agreement constitutes the entire agreement between the parties with respect to the use of the Apple Software, Apple Services and Apple Certificates licensed hereunder and, except as otherwise set forth herein, supersedes all prior understandings and agreements regarding its subject matter. Notwithstanding the foregoing, to the extent that You are provided with pre-release materials under the Program and such pre-release materials are subject to a separate license agreement, You agree that the license agreement accompanying such materials in addition to **Section 9 (Confidentiality)** of this Agreement shall also govern Your use of such materials. If You have entered or later enter into the Xcode and Apple SDKs Agreement, this Apple Developer Program License Agreement will govern in the event of any inconsistencies between the two with respect to the same subject matter; provided, however, that this Apple Developer Program License Agreement is not intended to prevent You from exercising any rights granted to You in the Xcode and Apple SDKs Agreement in accordance with the terms and conditions set forth therein. If You have entered or later enter into the Swift Playgrounds Agreement, this Apple Developer Program License Agreement will govern in the event of any inconsistencies between the two with respect to the same subject matter; provided, however, that this Apple Developer Program License Agreement is not intended to prevent You from exercising any rights granted to You in the Swift Playgrounds Agreement in accordance with the terms and

conditions set forth therein. This Agreement may be modified only: (a) by a written amendment signed by both parties, or (b) to the extent expressly permitted by this Agreement (for example, by Apple by written or email notice to You). Any translation is provided as a courtesy to You, and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern, to the extent not prohibited by local law in Your jurisdiction. If You are located in the province of Quebec, Canada or are a government organization within France, then the following clause applies to You: The parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English. *Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.*



**Attachment 1**  
(to the Agreement)

**Additional Terms for Apple Push Notification Service and Local Notifications**

The following terms are in addition to the terms of the Agreement and apply to any use of the APN (Apple Push Notification Service):

**1. Use of the APN and Local Notifications**

**1.1** You may use the APN only in Your Applications, Your Passes, and/or in sending Safari Push Notifications to the macOS desktop of users of Your Site who have opted in to receive Notifications through Safari on macOS. You, Your Application and/or Your Pass may access the APN only via the APN API and only if You have been assigned a Push Application ID by Apple. Except for a Service Provider who is assisting You with using the APN, You agree not to share Your Push Application ID with any third party. You understand that You will not be permitted to access or use the APN after expiration or termination of Your Agreement.

**1.2** You are permitted to use the APN and the APN APIs only for the purpose of sending Push Notifications to Your Application, Your Pass, and/or to the macOS desktop of users of Your Site who have opted in to receive Notifications through Safari on macOS as expressly permitted by the Agreement, the APN Documentation and all applicable laws and regulations (including all intellectual property laws). You further agree that You must disclose to Apple any use of the APN as part of the submission process for Your Application.

**1.3** You understand that before You send an end-user any Push Notifications through the APN, the end-user must consent to receive such Notifications. You agree not to disable, override or otherwise interfere with any Apple-implemented consent panels or any Apple system preferences for enabling or disabling Notification functionality. If the end-user's consent to receive Push Notifications is denied or later withdrawn, You may not send the end-user Push Notifications.

**2. Additional Requirements**

**2.1** You may not use the APN or Local Notifications for the purpose of sending unsolicited messages to end-users or for the purpose of phishing or spamming, including, but not limited to, engaging in any types of activities that violate anti-spamming laws and regulations, or that are otherwise improper, inappropriate or illegal. The APN and Local Notifications should be used for sending relevant messages to a user that provide a benefit (e.g., a response to an end-user request for information, provision of pertinent information relevant to the Application).

**2.2** You may not use the APN or Local Notifications for the purposes of advertising, product promotion, or direct marketing of any kind (e.g., up-selling, cross-selling, etc.), including, but not limited to, sending any messages to promote the use of Your Application or advertise the availability of new features or versions, unless the end user has explicitly opted in to receive them via consent language displayed in Your Application's user interface, and You provide a method in Your Application for the end user to opt out from receiving such messages. Notwithstanding the foregoing, You may use the APN or Local Notifications for promotional purposes in connection with Your Pass so long as such use is directly related to the Pass, e.g., a store coupon may be sent to Your Pass in Wallet.

**2.3** You may not excessively use the overall network capacity or bandwidth of the APN, or unduly burden an Apple-branded product or an end-user with excessive Push Notifications or Local Notifications, as may be determined by Apple in its reasonable discretion. In addition, You agree not to harm or interfere with Apple's networks or servers, or any third-party servers or networks connected to the APN, or otherwise disrupt other developers' use of the APN.

**2.4** You may not use the APN or Local Notifications to send material that contains any obscene, pornographic, offensive or defamatory content or materials of any kind (text, graphics, images, photographs, sounds, etc.), or other content or materials that in Apple's reasonable judgment may be found objectionable by the end-user of Your Application, Pass or Site.

**2.5** You may not transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs that may harm, disrupt or limit the normal operation of the APN or an Apple-branded product, and You agree not to disable, spoof, hack or otherwise interfere with any security, digital signing, verification or authentication mechanisms that are incorporated in or used by the APN, or enable others to do so.

### **3. Additional Terms for Website Push IDs**

**3.1** Subject to the terms of this Agreement, You understand and agree that Safari Push Notifications that You send using Your Website Push ID must be sent under Your own name, trademark or brand (e.g., a user should know that the communication is coming from Your Site) and must include an icon, trademark, logo or other identifying mark for Your Site. You agree not to misrepresent or impersonate another Site or entity or otherwise mislead users about the originator of the Safari Push Notification. To the extent that You reference a third party's trademark or brand within Your Safari Push Notification, You represent and warrant that You have any necessary rights.

**3.2** By enabling the APN and sending Safari Push Notifications for Your Site as permitted in this Agreement, You hereby permit Apple to use (i) screenshots of Your Safari Push Notifications on macOS; and (ii) trademarks and logos associated with such Notifications, for promotional purposes in Apple's marketing materials, excluding those portions which You do not have the right to use for promotional purposes and which You identify in writing to Apple. You also permit Apple to use images and other materials that You may provide to Apple, at Apple's reasonable request, for promotional purposes in marketing materials.

**4. Delivery by the APN or via Local Notifications.** You understand and agree that in order to provide the APN and make Your Push Notifications available on Apple-branded products, Apple may transmit Your Push Notifications across various public networks, in various media, and modify or change Your Push Notifications to comply with the technical and other requirements for connecting to networks or devices. You acknowledge and agree that the APN is not, and is not intended to be, a guaranteed or secure delivery service, and You shall not use or rely upon it as such. Further, as a condition to using the APN or delivering Local Notifications, You agree not to transmit sensitive personal or confidential information belonging to an individual (e.g., a social security number, financial account or transactional information, or any information where the individual may have a reasonable expectation of secure transmission) as part of any such Notification, and You agree to comply with any applicable notice or consent requirements with respect to any collection, transmission, maintenance, processing or use of an end-user's personal information.

**5. Your Acknowledgements.** You acknowledge and agree that:

**5.1** Apple may at any time, and from time to time, with or without prior notice to You (a) modify the APN, including changing or removing any feature or functionality, or (b) modify, deprecate, reissue or republish the APN APIs. You understand that any such modifications may require You to change or update Your Applications, Passes or Sites at Your own cost. Apple has no express or implied obligation to provide, or continue to provide, the APN and may suspend or discontinue all or any portion of the APN at any time. Apple shall not be liable for any losses, damages or costs of any kind incurred by You or any other party arising out of or related to any such service suspension or discontinuation or any such modification of the APN or APN APIs.

**5.2** The APN is not available in all languages or in all countries or regions and Apple makes no representation that the APN is appropriate or available for use in any particular location. To the extent You choose to access and use the APN, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to any local laws.

**5.3** Apple provides the APN to You for Your use with Your Application, Pass, or Site, and does not provide the APN directly to any end-user. You acknowledge and agree that any Push Notifications are sent by You, not Apple, to the end-user of Your Application, Pass or Site, and You are solely liable and responsible for any data or content transmitted therein and for any such use of the APN. Further, You acknowledge and agree that any Local Notifications are sent by You, not Apple, to the end-user of Your Application, and You are solely liable and responsible for any data or content transmitted therein.

**5.4** Apple makes no guarantees to You in relation to the availability or uptime of the APN and is not obligated to provide any maintenance, technical or other support for the APN.

**5.5** Apple reserves the right to remove Your access to the APN, limit Your use of the APN, or revoke Your Push Application ID at any time in its sole discretion.

**5.6** Apple may monitor and collect information (including but not limited to technical and diagnostic information) about Your usage of the APN to aid Apple in improving the APN and other Apple products or services and to verify Your compliance with this Agreement; provided however that Apple will not access or disclose the content of any Push Notification unless Apple has a good faith belief that such access or disclosure is reasonably necessary to: (a) comply with legal process or request; (b) enforce the terms of this Agreement, including investigation of any potential violation hereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Apple, its developers, customers or the public as required or permitted by law. Notwithstanding the foregoing, You acknowledge and agree that iOS, iPadOS, macOS, and watchOS may access Push Notifications locally on a user's device solely for the purposes of responding to user requests and personalizing user experience and suggestions on device.

**6. Additional Liability Disclaimer.** APPLE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE OF THE APN, INCLUDING ANY INTERRUPTIONS TO THE APN OR ANY USE OF NOTIFICATIONS, INCLUDING, BUT NOT LIMITED TO, ANY POWER OUTAGES, SYSTEM FAILURES, NETWORK ATTACKS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER INTERRUPTIONS.

**Attachment 2**  
(to the Agreement)  
**Additional Terms for Use of the In-App Purchase API**

**1. Use of the In-App Purchase API**

**1.1** You may use the In-App Purchase API only to enable end-users to access or receive content, functionality, or services that You make available for use within Your Application (e.g., digital books, additional game levels, access to a turn-by-turn map service). You may not use the In-App Purchase API to offer goods or services to be used outside of Your Application.

**1.2** You must submit to Apple for review and approval all content, functionality, or services that You plan to provide through the use of the In-App Purchase API in accordance with these terms and the processes set forth in **Section 6 (Application Submission and Selection)** of the Agreement. For all submissions, You must provide the name, text description, price, unique identifier number, and other information that Apple reasonably requests (collectively, the **“Submission Description”**). Apple reserves the right to review the actual content, functionality or service that has been described in the Submission Descriptions at any time, including, but not limited to, in the submission process and after approval of the Submission Description by Apple. If You would like to provide additional content, functionality or services through the In-App Purchase API that are not described in Your Submission Description, then You must first submit a new or updated Submission Description for review and approval by Apple prior to making such items available through the use of the In-App Purchase API. Apple reserves the right to withdraw its approval of content, functionality, or services previously approved, and You agree to stop making any such content, functionality, or services available for use within Your Application.

**1.3** All content, functionality, and services offered through the In-App Purchase API are subject to the Program Requirements for Applications, and after such content, services or functionality are added to a Licensed Application, they will be deemed part of the Licensed Application and will be subject to all the same obligations and requirements. For clarity, Applications that provide keyboard extension functionality may not use the In-App Purchase API within the keyboard extension itself; however, they may continue to use the In-App Purchase API in separate areas of the Application.

**2. Additional Restrictions**

**2.1** You may not use the In-App Purchase API to enable an end-user to set up a pre-paid account to be used for subsequent purchases of content, functionality, or services, or otherwise create balances or credits that end-users can redeem or use to make purchases at a later time.

**2.2** You may not enable end-users to purchase Currency of any kind through the In-App Purchase API, including but not limited to any Currency for exchange, gifting, redemption, transfer, trading or use in purchasing or obtaining anything within or outside of Your Application. “Currency” means any form of currency, points, credits, resources, content or other items or units recognized by a group of individuals or entities as representing a particular value and that can be transferred or circulated as a medium of exchange.

**2.3** Content and services may be offered through the In-App Purchase API on a subscription basis (e.g., subscriptions to newspapers and magazines). Other than specific approved rental content such as films, television programs, music, books, rentals of content, services or functionality through the In-App Purchase API are not allowed (e.g., use of particular content may not be restricted to a pre-determined, limited period of time).

**2.4** You may not use the In-App Purchase API to send any software updates to Your Application or otherwise add any additional executable code to Your Application. An In-App Purchase item must either already exist in Your Application waiting to be unlocked, be streamed to Your Application after the In-App Purchase API transaction has been completed, or be downloaded to Your Application solely as data after such transaction has been completed.

**2.5** You may not use the In-App Purchase API to deliver any items that contain content or materials of any kind (text, graphics, images, photographs, sounds, etc.) that in Apple's reasonable judgment may be found objectionable or inappropriate, for example, materials that may be considered obscene, pornographic, or defamatory.

**2.6** With the exception of items of content that an end-user consumes or uses up within Your Application (e.g., virtual supplies such as construction materials) (a "Consumable"), any other content, functionality, services or subscriptions delivered through the use of the In-App Purchase API (e.g., a sword for a game) (a "Non-Consumable") must be made available to end-users in accordance with the same usage rules as Licensed Applications (e.g., any such content, services or functionality must be available to all of the devices associated with an end-user's account). You will be responsible for identifying Consumable items to Apple and for disclosing to end-users that Consumables will not be available for use on other devices.

### **3. Your Responsibilities**

**3.1** For each successfully completed transaction made using the In-App Purchase API, Apple will provide You with a transaction receipt. It is Your responsibility to verify the validity of such receipt prior to the delivery of any content, functionality, or services to an end-user and Apple will not be liable for Your failure to verify that any such transaction receipt came from Apple.

**3.2** Except where Apple displays system user interface elements, You are responsible for developing the user interface Your Application will display to end-users for orders made through the In-App Purchase API. You agree not to misrepresent, falsely claim, mislead or engage in any unfair or deceptive acts or practices regarding the promotion and sale of items through Your use of the In-App Purchase API, including, but not limited to, in the Licensed Application Information and any metadata that You submit through App Store Connect. You agree to comply with all applicable laws and regulations, including those in any jurisdictions in which You make content, functionality, services or subscriptions available through the use of the In-App Purchase API, including but not limited to consumer laws and export regulations.

**3.3** Apple may provide hosting services for Non-Consumables that You would like to provide to Your end-users through the use of the In-App Purchase API. Even if Apple hosts such Non-Consumables on Your behalf, You are responsible for providing items ordered through the In-App Purchase API in a timely manner (i.e., promptly after Apple issues the transaction receipt, except in cases where You have disclosed to Your end-user that the item will be made available at a later time) and for complying with all applicable laws in connection therewith, including but not limited to, laws, rules and regulations related to cancellation or delivery of ordered items. You are responsible for maintaining Your own records for all such transactions.

**3.4** You will not issue any refunds to end-users of Your Application, and You agree that Apple may issue refunds to end-users in accordance with the terms of Schedule 2.

**3.5** You may provide Apple, its subsidiaries, and agents with end-user consumption information from Your Application in order to inform and improve the refund process and purchase dispute process. You shall provide notice to the user and/or obtain consent from the user in compliance with the Documentation and applicable laws.

#### **4. Apple Services**

**4.1** From time to time, Apple may choose to offer additional services and functionality relating to In-App Purchase API transactions. Apple makes no guarantees that the In-App Purchase API or any Services will continue to be made available to You or that they will meet Your requirements, be uninterrupted, timely, secure or free from error, that any information that You obtain from the In-App Purchase API or any Services will be accurate or reliable or that any defects will be corrected.

**4.2** You understand that You will not be permitted to access or use the In-App Purchase API after expiration or termination of Your Agreement.

**5. Your Acknowledgements.** You acknowledge and agree that: Apple may at any time, and from time to time, with or without prior notice to You (a) modify the In-App Purchase API, including changing or removing any feature or functionality, or (b) modify, deprecate, reissue or republish the In-App Purchase API. You understand that any such modifications may require You to change or update Your Applications at Your own cost in order to continue to use the In-App Purchase API. Apple has no express or implied obligation to provide, or continue to provide, the In-App Purchase API or any services related thereto and may suspend or discontinue all or any portion of thereof at any time. Apple shall not be liable for any losses, damages or costs of any kind incurred by You or any other party arising out of or related to any suspension, discontinuation or modification of the In-App Purchase API or any services related thereto. Apple makes no guarantees to You in relation to the availability or uptime of the In-App Purchase API or any other services that Apple may provide to You in connection therewith, and Apple is not obligated to provide any maintenance, technical or other support related thereto. Apple provides the In-App Purchase API to You for Your use with Your Application, and may provide services to You in connection therewith (e.g., hosting services for Non-Consumable items). Apple is not responsible for providing or unlocking any content, functionality, services or subscriptions that an end-user orders through Your use of the In-App Purchase API. You acknowledge and agree that any such items are made available by You, not Apple, to the end-user of Your Application, and You are solely liable and responsible for such items ordered through the use of the In-App Purchase API and for any such use of the In-App Purchase API in Your Application or for any use of services in connection therewith.

**6. Use of Digital Certificates for In-App Purchase.** When an end-user completes a transaction using the In-App Purchase API in Your Application, Apple will provide You with a transaction receipt signed with an Apple Certificate. It is Your responsibility to verify that such certificate and receipt were issued by Apple, as set forth in the Documentation. You are solely responsible for Your decision to rely on any such certificates and receipts. YOUR USE OF OR RELIANCE ON SUCH CERTIFICATES AND RECEIPTS IN CONNECTION WITH THE IN-APP PURCHASE API IS AT YOUR SOLE RISK. APPLE MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ACCURACY, RELIABILITY, SECURITY, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS WITH RESPECT TO SUCH APPLE CERTIFICATES AND RECEIPTS. You agree that You will only use such receipts and certificates in accordance with the Documentation, and that You will not interfere or tamper with the normal operation of such digital certificates or receipts, including but not limited to any falsification or other misuse.

**7. Additional Liability Disclaimer.** APPLE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM THE USE OF THE IN-APP PURCHASE API AND ANY SERVICES, INCLUDING, BUT NOT LIMITED TO, (I) ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, OR OTHER INTANGIBLE LOSS, (II) ANY CHANGES WHICH APPLE MAY MAKE TO THE IN-APP PURCHASE API OR ANY SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE IN-

APP PURCHASE API OR ANY SERVICES (OR ANY FEATURES WITHIN THE SERVICES) PROVIDED THEREWITH, OR (III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO PROVIDE ANY DATA TRANSMITTED BY OR THROUGH YOUR USE OF THE IN-APP PURCHASE API OR SERVICES. It is Your responsibility to maintain appropriate alternate backup of all Your information and data, including but not limited to any Non-Consumables that You may provide to Apple for hosting services.

**Attachment 3**  
**(to the Agreement)**  
**Additional Terms for the Game Center**

The following terms are in addition to the terms of the Agreement and apply to any use of the Game Center service by You or Your Application.

**1. Use of the Game Center service**

**1.1** You and Your Application may not connect to or use the Game Center service in any way not expressly authorized by Apple. You agree to only use the Game Center service in accordance with this Agreement (including this Attachment 3), the Game Center Documentation and in accordance with all applicable laws. You understand that neither You nor Your Application will be permitted to access or use the Game Center service after expiration or termination of Your Agreement.

**1.2** Apple may provide You with a unique identifier which is associated with an end-user's alias as part of the Game Center service (the "Player ID"). You agree to not display the Player ID to the end-user or to any third party, and You agree to only use the Player ID for differentiation of end-users in connection with Your use of the Game Center. You agree not to reverse look-up, trace, relate, associate, mine, harvest, or otherwise exploit the Player ID, aliases or other data or information provided by the Game Center service, except to the extent expressly permitted herein. For example, You will not attempt to determine the real identity of an end-user.

**1.3** You will only use information provided by the Game Center service as necessary for providing services and functionality for Your Applications. For example, You will not host or export any such information to a third-party service. Further, You agree not to transfer or copy any user information or data (whether individually or in the aggregate) obtained through the Game Center service to a third party except as necessary for providing services and functionality for Your Applications, and then only with express user consent and only if not otherwise prohibited in this Agreement.

**1.4** You will not attempt to gain (or enable others to gain) unauthorized use or access to the Game Center service (or any part thereof) in any way, including but not limited to obtaining information from the Game Center service using any method not expressly permitted by Apple. For example, You may not use packet sniffers to intercept any communications protocols from systems or networks connected to the Game Center, scrape any data or user information from the Game Center, or use any third-party software to collect information through the Game Center about players, game data, accounts, or service usage patterns.

**2. Additional Restrictions**

**2.1** You agree not to harm or interfere with Apple's networks or servers, or any third-party servers or networks connected to the Game Center service, or otherwise disrupt other developers' or end-users' use of the Game Center. You agree that, except for testing and development purposes, You will not create false accounts through the use of the Game Center service or otherwise use the Game Center service to misrepresent information about You or Your Application in a way that would interfere with an end-users' use of the Game Center service, e.g., creating inflated high scores through the use of cheat codes or falsifying the number of user accounts for Your Application.

**2.2** You will not institute, assist, or enable any disruptions of the Game Center, such as through a denial of service attack, through the use of an automated process or service such as a spider, script, or bot, or through exploiting any bug in the Game Center service or Apple Software. You agree not to probe, test or scan for vulnerabilities in the Game Center service. You further



agree not to disable, spoof, hack, undermine or otherwise interfere with any data protection, security, verification or authentication mechanisms that are incorporated in or used by the Game Center service, or enable others to do so.

**2.3** You will not transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs that may harm, disrupt or limit the normal operation of the Game Center or an Apple-branded product.

**2.4** You agree not to use any portion of the Game Center service for sending any unsolicited, improper or inappropriate messages to end-users or for the purpose of poaching, phishing or spamming of Game Center users. You will not reroute (or attempt to reroute) users of the Game Center to another service using any information You obtain through the use of the Game Center service.

**2.5** You shall not charge any fees to end-users for access to the Game Center service or for any data or information provided therein.

**2.6** To the extent that Apple permits You to manage certain Game Center features and functionality for Your Application through App Store Connect (e.g., the ability to block fraudulent users or eliminate suspicious leaderboard scores from Your Application's leaderboard), You agree to use such methods only when You have a reasonable belief that such users or scores are the result of misleading, fraudulent, improper, unlawful or dishonest acts.

**3. Your Acknowledgements.** You acknowledge and agree that:

**3.1** Apple may at any time, and from time to time, with or without prior notice to You (a) modify the Game Center service, including changing or removing any feature or functionality, or (b) modify, deprecate, reissue or republish the Game Center APIs or related APIs. You understand that any such modifications may require You to change or update Your Applications at Your own cost. Apple has no express or implied obligation to provide, or continue to provide, the Game Center service and may suspend or discontinue all or any portion of the Game Center service at any time. Apple shall not be liable for any losses, damages or costs of any kind incurred by You or any other party arising out of or related to any such service suspension or discontinuation or any such modification of the Game Center service or Game Center APIs.

**3.2** Apple makes no guarantees to You in relation to the availability or uptime of the Game Center service and is not obligated to provide any maintenance, technical or other support for such service. Apple reserves the right to remove Your access to the Game Center service at any time in its sole discretion. Apple may monitor and collect information (including but not limited to technical and diagnostic information) about Your usage of the Game Center service to aid Apple in improving the Game Center and other Apple products or services and to verify Your compliance with this Agreement.

**4. Additional Liability Disclaimer.** APPLE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY INTERRUPTIONS TO THE GAME CENTER OR ANY SYSTEM FAILURES, NETWORK ATTACKS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER INTERRUPTIONS.

**Attachment 4**  
**(to the Agreement)**  
**Additional Terms for the use of iCloud**

The following terms are in addition to the terms of the Agreement and apply to Your use of the iCloud service for software development and testing in connection with Your Application, or Web Software.

**1. Use of iCloud**

**1.1** Your Applications and/or Web Software may access the iCloud service only if You have been assigned an entitlement by Apple. You agree not to access the iCloud service, or any content, data or information contained therein, other than through the iCloud Storage APIs, CloudKit APIs or via the CloudKit console provided as part of the Program. You agree not to share Your entitlement with any third party or use it for any purposes not expressly permitted by Apple. You agree to use the iCloud service, the iCloud Storage APIs, and the CloudKit APIs only as expressly permitted by this Agreement and the iCloud Documentation, and in accordance with all applicable laws and regulations. Further, Your Web Software is permitted to access and use the iCloud service (e.g., to store the same type of data that is retrieved or updated in a Licensed Application) only so long as Your use of the iCloud service in such Web Software is comparable to Your use in the corresponding Licensed Application, as determined in Apple's sole discretion. In the event Apple Services permit You to use more than Your allotment of storage containers in iCloud in order to transfer data to another container for any reason, You agree to only use such additional container(s) for a reasonable limited time to perform such functions and not to increase storage and transactional allotments.

**1.2** You understand that You will not be permitted to access or use the iCloud service for software development or testing after expiration or termination of Your Agreement; however end-users who have Your Applications or Web Software installed and who have a valid end-user account with Apple to use iCloud may continue to access their user-generated documents, private containers and files that You have chosen to store in such end-user's account via the iCloud Storage APIs or the CloudKit APIs in accordance with the applicable iCloud terms and conditions and these terms. You agree not to interfere with an end-user's ability to access iCloud (or the end-user's own user-generated documents, private containers and files) or to otherwise disrupt their use of iCloud in any way and at any time. With respect to data You store in public containers through the CloudKit APIs (whether generated by You or the end-user), Apple reserves the right to suspend access to or delete such data, in whole or in part, upon expiration or termination of Your Agreement, or as otherwise specified by Apple in the CloudKit console.

**1.3** Your Application is permitted to use the iCloud Storage APIs only for the purpose of storage and retrieval of key value data (e.g., a list of stocks in a finance App, settings for an App) for Your Applications and Web Software and for purposes of enabling Your end-users to access user-generated documents and files through the iCloud service. Your Application or Web Software application is permitted to use the CloudKit APIs for storing, retrieving, and querying of structured data that You choose to store in public or private containers in accordance with the iCloud Documentation. You agree not to knowingly store any content or materials via the iCloud Storage APIs or CloudKit APIs that would cause Your Application to violate any of the iCloud terms and conditions or the Program Requirements for Your Applications (e.g., Your Application may not store illegal or infringing materials).

**1.4** You may allow a user to access their user-generated documents and files from iCloud through the use of Your Applications as well as from Web Software. However, You may not share key value data from Your Application with other Applications or Web Software, unless You are sharing such data among different versions of the same title, or You have user consent.

**1.5** You are responsible for any content and materials that You store in iCloud through the use of the CloudKit APIs and iCloud Storage APIs and must take reasonable and appropriate steps to protect information You store through the iCloud service. With respect to third-party claims related to content and materials stored by Your end-users in Your Applications through the use of the iCloud Storage APIs or CloudKit APIs (e.g., user-generated documents, end-user posts in public containers), You agree to be responsible for properly handling and promptly processing any such claims, including but not limited to Your compliance with notices sent pursuant to the Digital Millennium Copyright Act (DMCA).

**1.6** Unless otherwise expressly permitted by Apple in writing, You will not use iCloud, the iCloud Storage APIs, CloudKit APIs, or any component or function thereof, to create, receive, maintain or transmit any sensitive, individually-identifiable health information, including “protected health information” (as such term is defined at 45 C.F.R § 160.103), or use iCloud in any manner that would make Apple (or any Apple Subsidiary) Your or any third party’s “business associate” as such term is defined at 45 C.F.R. § 160.103. You agree to be solely responsible for complying with any reporting requirements under law or contract arising from Your breach of this Section.

## **2. Additional Requirements**

**2.1** You understand there are storage capacity, transmission, and transactional limits for the iCloud service, both for You as a developer and for Your end-users. If You reach or Your end-user reaches such limits, then You or Your end-user may be unable to use the iCloud service until You or Your end-user have removed enough data from the service to meet the capacity limits, increased storage capacity or otherwise modified Your usage of iCloud, and You or Your end-user may be unable to access or retrieve data from iCloud during this time.

**2.2** You may not charge any fees to users for access to or use of the iCloud service through Your Applications or Web Software, and You agree not to sell access to the iCloud service in any other way, including but not limited to reselling any part of the service. You will only use the iCloud service in Your Application or Web Software to provide storage for an end-user who has a valid end-user iCloud account with Apple and only for use in accordance with the terms of such user account, except that You may use the CloudKit APIs to store of data in public containers for access by end-users regardless of whether such users have iCloud accounts. You will not induce any end-user to violate the terms of their applicable iCloud service agreement with Apple or to violate any Apple usage policies for data or information stored in the iCloud service.

**2.3** You may not excessively use the overall network capacity or bandwidth of the iCloud service or otherwise burden such service with unreasonable data loads or queries. You agree not to harm or interfere with Apple’s networks or servers, or any third-party servers or networks connected to the iCloud, or otherwise disrupt other developers' or users' use of the iCloud service.

**2.4** You will not disable or interfere with any warnings, system settings, notices, or notifications that are presented to an end-user of the iCloud service by Apple.

## **3. Your Acknowledgements**

You acknowledge and agree that:

**3.1** Apple may at any time, with or without prior notice to You (a) modify the iCloud Storage APIs or the CloudKit APIs, including changing or removing any feature or functionality, or (b) modify, deprecate, reissue or republish such APIs. You understand that any such modifications may require You to change or update Your Applications or Web Software at Your own cost. Apple has no express or implied obligation to provide, or continue to provide, the iCloud service and may suspend or discontinue all or any portion of the iCloud service at any time. Apple shall

not be liable for any losses, damages or costs of any kind incurred by You or any other party arising out of or related to any such service suspension or discontinuation or any such modification of the iCloud service, iCloud Storage APIs or the CloudKit APIs.

**3.2** The iCloud service is not available in all languages or in all countries or regions and Apple makes no representation that the iCloud service is appropriate or available for use in any particular location. To the extent You choose to provide access to the iCloud service in Your Applications or Web Software through the iCloud Storage APIs or CloudKit APIs (e.g., to store data in a public or private container), You do so at Your own initiative and are responsible for compliance with any applicable laws or regulations.

**3.3** Apple makes no guarantees to You in relation to the availability or uptime of the iCloud service and is not obligated to provide any maintenance, technical or other support for the iCloud service. Apple is not responsible for any expenditures, investments, or commitments made by You in connection with the iCloud service, or for any use of or access to the iCloud service.

**3.4** Apple reserves the right to suspend or revoke Your access to the iCloud service or impose limits on Your use of the iCloud service at any time in Apple's sole discretion. In addition, Apple may impose or adjust the limit of transactions Your Applications or Web Software may send or receive through the iCloud service or the resources or capacity that they may use at any time in Apple's sole discretion.

**3.5** Apple may monitor and collect information (including but not limited to technical and diagnostic information) about usage of the iCloud service through the iCloud Storage APIs, CloudKit APIs, or CloudKit console, in order to aid Apple in improving the iCloud service and other Apple products or services; provided however that Apple will not access or disclose any end-user data stored in a private container through CloudKit, any Application data stored in a public container through CloudKit, or any user-generated documents, files or key value data stored using the iCloud Storage APIs and iCloud service, unless Apple has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal or regulatory process or request, or unless otherwise requested by an end-user with respect to data stored via the iCloud Storage APIs in that end-user's iCloud account or in that end-user's private container via the CloudKit APIs.

**3.6** Further, to the extent that You store any personal information relating to an individual or any information from which an individual can be identified (collectively, "Personal Data") in the iCloud service through the use of the iCloud Storage APIs or CloudKit APIs, You agree that Apple (and any applicable Apple Subsidiary for purposes of this Section 3.6) will act as Your agent for the processing, storage and handling of any such Personal Data. Apple agrees to ensure that any persons authorized to process such Personal Data have agreed to maintain confidentiality (whether through terms or under an appropriate statutory obligation). Apple shall have no right, title or interest in such Personal Data solely as a result of Your use of the iCloud service. You agree that You are solely liable and responsible for ensuring Your compliance with all applicable laws, including privacy and data protection laws, regarding the use or collection of data and information through the iCloud service. You are also responsible for all activity related to such Personal Data, including but not limited to, monitoring such data and activity, preventing and addressing inappropriate data and activity, and removing and terminating access to data. Further, You are responsible for safeguarding and limiting access to such Personal Data by Your personnel and for the actions of Your personnel who are permitted access to use the iCloud service on Your behalf. Personal Data provided by You and Your users to Apple through the iCloud service may be used by Apple only as necessary to provide and improve the iCloud service and to perform the following actions on Your behalf. Apple shall:

(a) use and handle such Personal Data only in accordance with the instructions and permissions from You set forth herein, as well as applicable laws, regulations, accords, or treaties. In the EEA

and Switzerland, Personal Data will be handled by Apple only in accordance with the instructions and permissions from You set forth herein unless otherwise required by European Union or Member State Law, in which case Apple will notify You of such other legal requirement (except in limited cases where Apple is prohibited by law from doing so);

(b) provide You with reasonable means to manage any user access, deletion, or restriction requests as defined in applicable law. In the event of an investigation of You arising from Your good faith use of the iCloud service by a data protection regulator or similar authority regarding such Personal Data, Apple shall provide You with reasonable assistance and support;

(c) notify You by any reasonable means Apple selects, without undue delay and taking account of applicable legal requirements applying to You which mandate notification within a specific timeframe, if Apple becomes aware that Your Personal Data has been altered, deleted or lost as a result of any unauthorized access to the Service. You are responsible for providing Apple with Your updated contact information for such notification purposes in accordance with the terms of this Agreement;

(d) make available to You the information necessary to demonstrate compliance obligations set forth in Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) and to allow for and contribute to audits required under these provisions; provided however that You agree that Apple's ISO 27001 and 27018 certifications shall be considered sufficient for such required audit purposes;

(e) assist You, by any reasonable means Apple selects, in ensuring compliance with its obligations pursuant to Articles 33 to 36 of the GDPR. If Apple receives a third-party request for information You have stored in the iCloud service, then unless otherwise required by law or the terms of such request, Apple will notify You of its receipt of the request and notify the requester of the requirement to address such request to You. Unless otherwise required by law or the request, You will be responsible for responding to the request;

(f) use industry-standard measures to safeguard Personal Data during the transfer, processing and storage of Personal Data. Encrypted Personal Data may be stored at Apple's geographic discretion; and

(g) ensure that where Personal Data, arising in the context of this Agreement, is transferred from the EEA or Switzerland it is only to a third country that ensures an adequate level of protection or using the Model Contract Clauses/Swiss Transborder Data Flow Agreement which will be provided to You upon request if you believe that Personal Data is being transferred.

**4. Additional Liability Disclaimer.** NEITHER APPLE NOR ITS SERVICE PROVIDERS SHALL BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE, MISUSE, RELIANCE ON, INABILITY TO USE, INTERRUPTION, SUSPENSION OR TERMINATION OF iCloud, iCloud STORAGE APIS, OR CLOUDKIT APIS, OR FOR ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR DATA OR ANY END-USER DATA OR ANY CLAIMS ARISING FROM ANY USE OF THE FOREGOING BY YOUR END-USERS, INCLUDING ANY CLAIMS REGARDING DATA PROCESSING OR INAPPROPRIATE OR UNAUTHORIZED DATA STORAGE OR HANDLING BY YOU IN VIOLATION OF THIS AGREEMENT.

**Attachment 5**  
**(to the Agreement)**  
**Additional Terms for Passes**

The following terms are in addition to the terms of the Agreement and apply to Your development and distribution of Passes:

**1. Pass Type ID Usage and Restrictions**

You may use the Pass Type ID only for purposes of digitally signing Your Pass for use with Wallet and/or for purposes of using the APN service with Your Pass. You may distribute Your Pass Type ID as incorporated into Your Pass in accordance with **Section 2** below only so long as such distribution is under Your own trademark or brand, or if You reference a third party's trademark or brand within Your Pass (e.g., a store coupon for a particular good), You represent and warrant that You have any necessary rights. You agree not to share, provide or transfer Your Pass Type ID to any third party (except for a Service Provider and only to the limited extent permitted herein), nor use Your Pass Type ID to sign a third party's pass.

**2. Pass Distribution; Marketing Permissions**

**2.1** Subject to the terms of this Agreement, You may distribute Your Passes to end-users by the web, email, or an Application. You understand that Passes must be accepted by such users before they will be loaded into Wallet and that Passes can be removed or transferred by such users at any time.

**2.2** By distributing Your Passes in this manner, You represent and warrant to Apple that Your Passes comply with the Documentation and Program Requirements then in effect and the terms of this Attachment 5. Apple shall not be responsible for any costs, expenses, damages, losses (including without limitation lost business opportunities or lost profits) or other liabilities You may incur as a result of distributing Your Passes in this manner.

**2.3** You agree to state on the Pass the name and address, and the contact information (telephone number; email address) to which any end-user questions, complaints, or claims with respect to Your Pass should be directed. You will be responsible for attaching or otherwise including, at Your discretion, any relevant end-user usage terms with Your Pass. Apple will not be responsible for any violations of Your end-user usage terms. You will be solely responsible for all user assistance, warranty and support of Your Pass. You may not charge any fees to end-users in order to use Wallet to access Your Pass.

**2.4** By distributing Your Passes as permitted in this Agreement, You hereby permit Apple to use (i) screenshots of Your Pass; (ii) trademarks and logos associated with Your Pass; and (iii) Pass Information, for promotional purposes in marketing materials and gift cards, excluding those portions which You do not have the right to use for promotional purposes and which You identify in writing to Apple. You also permit Apple to use images and other materials that You may provide to Apple, at Apple's reasonable request, for promotional purposes in marketing materials and gift cards.

**3. Additional Pass Requirements**

**3.1** Apple may provide You with templates to use in creating Your Passes, and You agree to choose the relevant template for Your applicable use (e.g., You will not use the boarding pass template for a movie ticket).

**3.2** Passes may only operate and be displayed in Wallet, which is Apple's designated container area for the Pass, through Wallet on the lock screen of a compatible Apple-branded product in accordance with the Documentation.

**3.3.** Notwithstanding anything else in **Section 3.3.3(B)** of the Agreement, with prior user consent, You and Your Pass may share user and/or device data with Your Application so long as such sharing is for the purpose of providing a service or function that is directly relevant to the use of the Pass and/or Application, or to serve advertising in accordance with **Section 3.3.3(E)** of the Agreement.

**3.4** If You would like to use embedded Near Field Communication (NFC) technology with Your Pass, then You may request an Apple Certificate for the use of NFC with a Pass from the Developer web portal. Apple will review Your request and may provide You with a separate agreement for the use of such Apple Certificate. Apple reserves the right to not provide You with such Apple Certificate.

**4. Apple's Right to Review Your Pass; Revocation.** You understand and agree that Apple reserves the right to review and approve or reject any Pass that You would like to distribute for use by Your end-users, or that is already in use by Your end-users, at any time during the Term of this Agreement. If requested by Apple, You agree to promptly provide such Pass to Apple. You agree not to attempt to hide, misrepresent, mislead, or obscure any features, content, services or functionality in Your Pass from Apple's review or otherwise hinder Apple from being able to fully review such Pass, and, You agree to cooperate with Apple and answer questions and provide information and materials reasonably requested by Apple regarding such Pass. If You make any changes to Your Pass after submission to Apple, You agree to notify Apple and, if requested by Apple, resubmit Your Pass prior to any distribution of the modified Pass to Your end-users. Apple reserves the right to revoke Your Pass Type ID and reject Your Pass for distribution to Your end-users for any reason and at any time in its sole discretion, even if Your Pass meets the Documentation and Program Requirements and terms of this Attachment 5; and, in that event, You agree that You may not distribute such Pass to Your end-users.

**5. Additional Liability Disclaimer.** APPLE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE, DISTRIBUTION, MISUSE, RELIANCE ON, INABILITY TO USE, INTERRUPTION, SUSPENSION, OR TERMINATION OF WALLET, YOUR PASS TYPE ID, YOUR PASSES, OR ANY SERVICES PROVIDED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO ANY LOSS OR FAILURE TO DISPLAY YOUR PASS IN WALLET OR ANY END-USER CLAIMS ARISING FROM ANY USE OF THE FOREGOING BY YOUR END-USERS.

**Attachment 6**  
**(to the Agreement)**  
**Additional Terms for the use of the Apple Maps Service**

The following terms are in addition to the terms of the Agreement and apply to any use of the Apple Maps Service in Your Application, website, or web application.

**1. Use of the Maps Service**

**1.1** Your Application may access the Apple Maps Service only via the MapKit API, Apple Maps Server API or through MapKit JS, and Your website or web application may access the Apple Maps Service only via MapKit JS or Apple Maps Server API. You agree not to access the Apple Maps Service or the Map Data other than through the MapKit API, Apple Maps Server API or MapKit JS, as applicable, and You agree that Your use of the Apple Maps Service in Your Applications, websites, or web applications must comply with the Program Requirements.

**1.2** You will use the Apple Maps Service and Map Data only as necessary for providing services and functionality for Your Application, website, or web application. You agree to use the Apple Maps Service, MapKit API, Apple Maps Server API, and MapKit JS only as expressly permitted by this Agreement (including but not limited to this Attachment 6) and the MapKit, Apple Maps Server API, and MapKit JS Documentation, and in accordance with all applicable laws and regulations. MapKit JS may not be used in Your website and/or application running on non-Apple hardware for the following commercial purposes: fleet management (including dispatch), asset tracking, enterprise route optimization, or where the primary purpose of such website and/or application is to assess vehicle insurance risk.

**1.3** You acknowledge and agree that results You receive from the Apple Maps Service may vary from actual conditions due to variable factors that can affect the accuracy of the Map Data, such as weather, road and traffic conditions, and geopolitical events.

**2. Additional Restrictions**

**2.1** Neither You nor Your Application, website or web application may remove, obscure or alter Apple's or its licensors' copyright notices, trademarks, logos, or any other proprietary rights or legal notices, documents or hyperlinks that may appear in or be provided through the Apple Maps Service.

**2.2** You will not use the Apple Maps Service in any manner that enables or permits bulk downloads or feeds of the Map Data, or any portion thereof, or that in any way attempts to extract, scrape or reutilize any portions of the Map Data. For example, neither You nor Your Application may use or make available the Map Data, or any portion thereof, as part of any secondary or derived database.

**2.3** Except to the extent expressly permitted herein, You agree not to copy, modify, translate, create a derivative work of, publish or publicly display the Map Data in any way. Further, You may not use or compare the data provided by the Apple Maps Service for the purpose of improving or creating another mapping service. You agree not to create or attempt to create a substitute or similar service through use of or access to the Apple Maps Service.

**2.4** Your Application, website, or web application may display the Map Data only as permitted herein, and when displaying it on a map, You agree that it will be displayed only on an Apple map provided through the Apple Maps Service. Further, You may not surface Map Data within Your Application, website, or web application without displaying the corresponding Apple map (e.g., if You surface an address result through the Apple Maps Service, You must display the corresponding map with the address result).



**2.5** Unless otherwise expressly permitted in writing by Apple, Map Data may not be cached, pre-fetched, or stored by You or Your Application, website, or web application other than on a temporary and limited basis solely as necessary (a) for Your use of the Apple Maps Service as permitted herein or in the MapKit or MapKit JS Documentation, and/or (b) to improve the performance of the Apple Maps Service with Your Application, website, or web application, after which, in all cases, You must delete any such Map Data.

**2.6** You may not charge any fees to end-users solely for access to or use of the Apple Maps Service through Your Application, website, or web application, and You agree not to sell access to the Apple Maps Service in any other way.

**2.7** You acknowledge and agree that Apple may impose restrictions on Your usage of the Apple Maps Service (e.g., limiting the number of transactions Your Application can make through the MapKit API or Apple Maps Server API) or may revoke or remove Your access to the Apple Maps Service (or any part thereof) at any time in its sole discretion. Further, You acknowledge and agree that results You may receive from the Apple Maps Service may vary from actual conditions due to variable factors that can affect the accuracy of Map Data, such as road or weather conditions.

**3. Your Acknowledgements.** You acknowledge and agree that:

**3.1** Apple may at any time, with or without prior notice to You (a) modify the Apple Maps Service and/or the MapKit API, Apple Maps Server API or MapKit JS, including changing or removing any feature or functionality, or (b) modify, deprecate, reissue or republish the MapKit API, Apple Maps Server API or MapKit JS. You understand that any such modifications may require You to change or update Your Applications, website, or web applications at Your own cost. Apple has no express or implied obligation to provide, or continue to provide, the Apple Maps Service and may suspend or discontinue all or any portion of the Apple Maps Service at any time. Apple shall not be liable for any losses, damages or costs of any kind incurred by You or any other party arising out of or related to any such service suspension or discontinuation or any such modification of the Apple Maps Service, MapKit API, Apple Maps Server API or MapKit JS.

**3.2** The Apple Maps Service may not be available in all countries, regions, or languages, and Apple makes no representation that the Apple Maps Service is appropriate or available for use in any particular location. To the extent You choose to provide access to the Apple Maps Service in Your Applications, website, or web applications or through the MapKit API, Apple Maps Server API or MapKit JS, You do so at Your own initiative and are responsible for compliance with any applicable laws.

**4. Apple's Right to Review Your MapKit and/or MapKit JS Implementation.** You understand and agree that Apple reserves the right to review and approve or reject Your implementation of MapKit and/or MapKit JS in Your Application, website, or web applications, at any time during the Term of this Agreement. If requested by Apple, You agree to promptly provide information regarding Your implementation of MapKit and/or MapKit JS to Apple. You agree to cooperate with Apple and answer questions and provide information and materials reasonably requested by Apple regarding such implementation. Apple reserves the right to revoke Your access to MapKit and/or Your MapKit JS keys and similar credentials at any time in its sole discretion, even if Your use of MapKit and/or MapKit JS meets the Documentation and Program Requirements and terms of this Attachment. By way of example only, Apple may do so if Your MapKit and/or MapKit JS implementation places an excessive and undue burden on the Apple Maps Service, obscures or removes the Apple Maps logo or embedded links when displaying a map, or uses the Apple Maps Service with corresponding offensive or illegal map content.

**5. Additional Liability Disclaimer.** NEITHER APPLE NOR ITS LICENSORS OR SERVICE PROVIDERS SHALL BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE, MISUSE, RELIANCE ON, INABILITY TO USE, INTERRUPTION, SUSPENSION OR TERMINATION OF THE APPLE MAPS SERVICE, INCLUDING ANY INTERRUPTIONS DUE TO SYSTEM FAILURES, NETWORK ATTACKS, OR SCHEDULED OR UNSCHEDULED MAINTENANCE.

**Attachment 7**  
**(to the Agreement)**  
**Additional Terms for Safari Extensions**

The following terms are in addition to the terms of the Agreement and apply to Safari Extensions signed with an Apple Certificate:

**1.1 Safari Extension Requirements**

If You would like to distribute Your Safari Extension signed with an Apple Certificate, then You agree to abide by the following requirements for such Safari Extensions, as they may be modified by Apple from time to time:

- Your Safari Extension must not contain any malware, malicious or harmful code, or other internal component (e.g. computer viruses, trojan horses, "backdoors"), which could damage, destroy, or adversely affect Apple hardware, software or services, or other third-party software, firmware, hardware, data, systems, services, or networks;
- Your Safari Extensions must not be designed or marketed for the purpose of harassing, abusing, stalking, spamming, misleading, defrauding, threatening or otherwise violating the legal rights (such as the rights of privacy and publicity) of others. Further, You may not create a Safari Extension that tracks the behavior of a user (e.g., their browsing sites) without their express consent;
- Your Safari Extension must only operate in the designated container area for the Safari Extension, and must not disable, override or otherwise interfere with any Apple-implemented system alerts, warnings, display panels, consent panels and the like;
- Your Safari Extension must have a single purpose and updates must not change the single purpose of Your Safari Extension. You agree to accurately represent the features and functionality of Your Safari Extension to the user and to act in accordance with such representations. For example, You must not redirect user searches to a different search provider than the one previously selected by the user in Safari without their express consent. In addition, Your Safari Extension may not redirect a link (or any affiliate link) on a website unless that behavior is disclosed to the user. You agree not to conceal the features or functionality of Your Safari Extension (e.g., containing obfuscated code);
- Your Safari Extension must not be bundled with an app that has a different purpose than the Safari Extension. Your Safari Extension must not inject ads into a website and may not display pop up ads. You must not script or automate turning on Your Safari Extension or enable others to do so; and
- Safari Extensions must not interfere with security, user interface, user experience, features or functionality of Safari, macOS, iOS, iPadOS, visionOS, or other Apple-branded products.

**1.2 Compliance; Certificates.** Your Safari Extensions must comply with the Documentation and all applicable laws and regulations, including those in any jurisdictions in which such Safari Extensions may be offered or made available. You understand that Apple may revoke the Apple Certificates used to sign Your Safari Extensions at any time, in its sole discretion. Further, You acknowledge and agree that Apple may block Your Safari Extension (such that it may be unavailable or inaccessible to Safari users) if it does not comply with the requirements set forth above in this **Section 1.1** or otherwise adversely affects users of Safari or Apple-branded products.

**Attachment 8**  
**(to the Agreement)**  
**Additional Terms for use of the WeatherKit APIs**

The following terms are in addition to the terms of the Agreement and apply to any use of Apple Weather Data and the WeatherKit APIs in Your Application or Corresponding Product.

**1. Use of Apple Weather Data and WeatherKit APIs**

**1.1** You agree that Your use of Apple Weather Data and WeatherKit APIs must comply with the Program Requirements.

**1.2** You may not charge any fees to end-users for access to or use of the Apple Weather Data presented in its original form through Your Application or Corresponding Product; provided, however, You may charge fees to end-users for Value-Added Services or Products – i.e., data, products, and/or services, including but not limited to, Your Applications or Corresponding Products, that You develop that are derived from Apple Weather Data, and are transformed so that it is not possible for any end user or other third party to discover, access, reverse engineer, or otherwise ascertain or use Apple Weather Data in the form originally supplied by Apple (whether in whole or in part). You may not grant sublicensing rights to the WeatherKit APIs or Apple Weather Data in their original form. You may use Apple Weather Data for internal purposes or to create, make or display Value-Added Services or Products to Your end-users. Your end user license terms must not permit end-users or any other third parties to reverse engineer the WeatherKit APIs or Apple Weather Data for any purpose.

**1.3** Applications or Corresponding Products that use the WeatherKit APIs may not be designed or marketed for emergency or life-saving purposes.

**1.4** Your Application or Corresponding Product may access the Apple Weather Data only through the WeatherKit APIs. You agree that Your display of the Apple Weather Data must comply with all applicable attribution requirements and any other specifications provided in the Program Requirements. You may not modify, change, alter, or obscure Weather Alerts in any way.

**1.5** You may not use the WeatherKit APIs in any manner that enables or permits bulk downloads or feeds of the Apple Weather Data, or any portion thereof, or that in any way attempts to extract or scrape any portions of the Apple Weather Data. For example, neither You, Your Applications, nor Your Corresponding Products may use or make available the Apple Weather Data, or any portion thereof, as part of any secondary or derived database.

**1.6** Unless otherwise expressly permitted in the Documentation, Apple Weather Data may not be cached, pre-fetched, or stored by You, Your Application, or Your Corresponding Product other than on a temporary and limited basis solely to improve the performance of the WeatherKit APIs with Your Application or Corresponding Product.

**2. Your Acknowledgements**

You acknowledge and agree that:

**2.1** The WeatherKit APIs may not be available in all countries or languages, and Apple makes no representation that the WeatherKit APIs are appropriate or available for use in any particular location. To the extent You choose to provide access to the Apple Weather Data in Your Application or Corresponding Product through the WeatherKit APIs, You do so at Your own initiative and are responsible for compliance with any applicable laws. Your use of the WeatherKit

APIs is at Your sole risk and You assume all liability arising from Your use of the WeatherKit APIs in any part of the world, including the display of Apple Weather Data in disputed territories.

**2.2** For Applications or Corresponding Products that use the WeatherKit APIs for real-time weather guidance, You must have an end-user license agreement that includes the following notice: YOUR USE OF THIS REAL TIME WEATHER GUIDANCE APPLICATION OR WEBSITE IS AT YOUR SOLE RISK. WEATHER DATA MAY NOT BE ACCURATE. Apple Weather Data may vary from actual conditions due to variable factors, such as signal issues and geopolitical events, that can affect the accuracy of Apple Weather Data.

### **3. Compliance**

**3.1** If requested by Apple, You agree to promptly provide information regarding Your implementation of the WeatherKit APIs to Apple, as needed to determine Your compliance with these requirements.

**3.2** While in no way limiting Apple's other rights under this Agreement, Apple reserves the right to take action if in its sole discretion, Apple determines or has reason to believe You have violated a term of this Agreement. These actions may include limiting, suspending, or revoking Your access to Apple Weather Data and WeatherKit APIs.

**4. Additional Liability Disclaimer.** NEITHER APPLE NOR ITS LICENSORS OR SERVICE PROVIDERS SHALL BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE, MISUSE, RELIANCE ON, INABILITY TO USE, INTERRUPTION, SUSPENSION OR TERMINATION OF THE WEATHERKIT APIS, INCLUDING ANY INTERRUPTIONS DUE TO SYSTEM FAILURES, NETWORK ATTACKS, OR SCHEDULED OR UNSCHEDULED MAINTENANCE.

**5. Indemnification.** Without limiting Apple's other rights under this Agreement, You agree to indemnify and hold harmless an Apple Indemnified Party from any and all Losses incurred by an Apple Indemnified Party arising from or related to any claim that Your use of the WeatherKit APIs does not comply with local mapping laws or other applicable laws.

**Attachment 9**  
**(to the Agreement)**

**Additional Terms for Subscriptions Purchased Through the Apple Developer App**

Through the Apple Developer app, You may be able to pay for Program fees, and, as a Program member, purchase and use other subscriptions. For this Attachment 9 only, “Apple” means:

- Apple Inc., located at One Apple Park Way, Cupertino, California, if You are located in the United States, including Puerto Rico;
- Apple Canada Inc., located at 120 Bremner Blvd., Suite 1600, Toronto ON M5J 0A8, Canada if You are located in Canada;
- Apple Services LATAM LLC, located at 1 Alhambra Plaza, Ste 700 Coral Gables, Florida, if You are located in Mexico, Central or South America, or any Caribbean country or territory (excluding Puerto Rico);
- iTunes K.K., located at Roppongi Hills, 6-10-1 Roppongi, Minato-ku, Tokyo 106-6140, Tokyo if You are located in Japan;
- Apple Pty Limited, located at Level 3, 20 Martin Place, Sydney NSW 2000, Australia, if You are located in Australia or New Zealand, including in any of their territories or affiliated jurisdictions; and
- Apple Distribution International Ltd., located at Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland, if You are located anywhere else.

Subscriptions automatically renew until cancelled in Your account holder’s account settings. Charges occur no more than twenty-four (24) hours prior to the renewal date. To learn more about cancelling subscriptions, visit <https://support.apple.com/HT202039>.

Apple will charge Your account holder’s selected payment method for any subscription, including any taxes. If Your account holder has also added it to their Apple Wallet, Apple may charge their selected payment method in Apple Wallet using Apple Pay. Your account holder can associate multiple payment methods with their Apple ID, and You agree Apple may store and charge them. The primary payment method appears at the top of the account settings payments page.

If the primary payment method cannot be charged for any reason, You authorize Apple to attempt to charge Your account holder’s other eligible payment methods from top to bottom as they appear on the account settings payments page. If Apple cannot charge Your account holder, You remain responsible for any uncollected amounts, and Apple may attempt to charge again or request another payment method. This may change the date on which billing occurs. As permitted by law, Apple may automatically update payment information if it is provided by the payment networks or financial institutions.

Program membership includes up to 500,000 WeatherKit API calls per month. If You purchase a subscription for WeatherKit API calls, for the duration of the subscription it will replace the WeatherKit API calls included with Program membership.

Program members are also eligible to use up to twenty-five (25) Xcode Cloud compute hours per month. If You purchase a subscription for Xcode Cloud compute hours, for the duration of the subscription it will replace the twenty-five (25) Xcode Cloud compute hours per month that You are eligible to use as a Program member. Apple reserves the right to onboard You to Xcode Cloud, or to provide You the opportunity to purchase a subscription to Xcode Cloud compute hours, as capacity permits. If You cancel and opt out of using Xcode Cloud immediately, Your account holder can contact Apple Support to request a refund.

Subscription upgrades take effect immediately and a refund will be provided based on the time remaining in the month for the original subscription. Downgrades or cancellations of a subscription take effect at the next billing date. Apple reserves the right to calculate or deny requests for refunds based on usage of WeatherKit API calls or Xcode Cloud compute hours.

**Attachment 10**  
**(to the Agreement)**  
**Additional Terms for the use of MDM**

**1. Use of MDM and Configuration Profiles**

**1.1** You may access or use MDM only for in-house management of Your employees' Apple-branded devices owned or controlled by You, or Your Authorized Developers' Authorized Test Units; or, if You are selected by Apple as a third-party MDM developer, solely to provide access to MDM to Your MDM Customers as part of an MDM Compatible Product. A Configuration Profile must be installed on each device before use of MDM or device configurations with such Product. You or Your MDM Customers may only use MDM with a Certificate and Configuration Profile configured to respond to the Certificate assigned to You or such MDM Customer for Your MDM Compatible Products. Use of MDM is only permitted as expressly authorized in this Agreement, the MDM Protocol and Documentation, and in accordance with applicable laws.

**1.2** To use MDM, You must maintain a secure server to interact with Apple's APN and/or other Apple web services. You may not excessively use the overall network capacity or bandwidth of such servers or services, or harm, interfere, or disrupt Apple's networks or servers, any third-party networks or servers connected to the APN, other Apple web services, or MDM.

**1.3** Except as expressly set forth herein, You will not share materials or documentation provided by Apple as a part of MDM with any third party. Except as expressly authorized herein, You agree not to sell, resell, lease, or otherwise provide access or use of MDM, in whole or in part, to a third party or attempt to create a substitute or similar service through use of, or access to, MDM, or use MDM with products other than compatible Apple-branded products.

**2. Additional Requirements For In-House Deployment**

**2.1** If You are using MDM for Your own in-house deployment, You agree to inform Your employees and/or Authorized Developers prior to installation of Configuration Profiles, that You will be able to interact with their devices remotely, including but not limited to by inspecting, installing or removing profiles, viewing which applications are installed, using secure erase functions, and enforcing device passcodes. You represent and warrant to Apple that You have all the necessary rights and consents to collect, use and manage any information You obtain through use of the MDM Protocol in this manner.

**2.2** You may not use MDM for the purpose of monitoring Your employees, Your Authorized Developers, or any devices in an undisclosed way or for phishing, harvesting or otherwise collecting unauthorized information, including, but not limited to, engaging in any activity that violates user privacy, or that is inappropriate or illegal.

**2.3** All information that You obtain through use of MDM for in-house deployment may only be used for Your internal information technology and device management purposes, and in accordance with applicable laws.

**3. Additional Requirements for MDM Compatible Products**

**3.1** Except as set forth in **Section 2**, You may only use MDM for purposes of developing and distributing MDM Compatible Products to Your MDM Customers if You have been selected by Apple as a third-party developer for such MDM Compatible Products. You may not use MDM, in whole or in part, to provide MDM Compatible Products for non-commercial, personal use, unless otherwise expressly permitted in writing by Apple. Further, You may not license, sell or otherwise provide MDM, in whole or in part, apart from its use within a Compatible Product.

**3.2** Your MDM Compatible Products that use MDM may not be designed or marketed to monitor end-users or compatible Apple-branded products in any unauthorized way, e.g., phishing, harvesting or engaging in activities that violate user privacy, or are otherwise improper or illegal.

**3.3** Except as set forth herein, all information that You obtain through the use of MDM may only be used to develop or deploy MDM Compatible Products for Your MDM Customers, and in accordance with applicable laws.

#### **4. Certificate Usage for MDM Compatible Products**

**4.1** Your MDM Customers must obtain a Certificate for MDM from Apple to use MDM with Your MDM Compatible Products, and can apply for such Certificate if You have signed their certificate-signing request (CSR). You may sign CSRs only for Your MDM Customers whose enterprise name and individual contact information You have verified. Upon request, You agree to provide such information to Apple and cooperate with Apple regarding their use of MDM – e.g., contacting such entity if there is a problem with their use of MDM or Certificate application.

**4.2** You may not provide, share, or transfer Your Certificate for authenticating MDM Customers to any other entity, including Your MDM Customers or any of Your resellers. You agree to take appropriate measures to safeguard the security and privacy of such Certificate, and may not include it within Your Compatible Product. For clarity, You may use the MDM Protocol to develop Your Compatible Product to assist Your MDM Customers with generating keys and sending a CSR to You. You may not generate or otherwise access Your MDM Customer's private key, nor may You interfere with Apple's processes for providing Certificates. Further, You will not induce others to violate the terms of the MDM Certificate service agreement with Apple or any Apple policies for use of MDM, Configuration Profiles, or Certificates.

**4.3** You are solely responsible for providing Your MDM Customers with support and assistance, including but not limited to any documentation and end-user support and warranties.

#### **5. Your Acknowledgements:** You acknowledge and agree that:

**5.1** Any Configuration Profiles sent via MDM or approved mechanisms are sent by You, not Apple, and You are solely liable and responsible for use of MDM and Configuration Profiles by You, Your employees, Your Authorized Developers, or Your MDM Customers.

**5.2** Apple may at any time, with or without prior notice to You, (a) modify, suspend, or discontinue all or any portion of MDM, including changing or removing any feature or functionality, or (b) modify, reissue or republish the MDM Protocol. Apple makes no guarantees regarding the availability, reliability, or performance of MDM. Apple is not obligated to provide any maintenance, technical or other support for MDM.

**5.3** Apple reserves the right to remove Your access to MDM at any time in its sole discretion. Apple also reserves the right to revoke or disable Your Certificates, or Your MDM Customers' Certificates for MDM, in its sole discretion.

**6. Additional Liability Disclaimer.** APPLE SHALL NOT BE LIABLE FOR ANY COSTS, EXPENSES, DAMAGES, OR LOSSES ARISING FROM OR RELATED TO YOUR USE OF MDM OR CONFIGURATION PROFILES, INCLUDING BUT NOT LIMITED TO SCHEDULED OR UNSCHEDULED MAINTENANCE, SERVICE INTERRUPTIONS, LOST OR STOLEN DATA, ANY LIABILITY FROM YOUR ACCESS TO DEVICES THROUGH USE OF MDM OR CONFIGURATION PROFILES (INCLUDING ANY PRIVACY VIOLATIONS) OR FOR APPLE'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT.



# Schedule 1

## 1. Appointment of Agent

**1.1** You hereby appoint Apple and Apple Subsidiaries (collectively “Apple”) as: (i) Your agent for the marketing and delivery of the Licensed Applications to end-users located in those regions listed on Exhibit A, Section 1 to this Schedule 1, subject to change; and (ii) Your commissionaire for the marketing and delivery of the Licensed Applications to end-users located in those regions listed on Exhibit A, Section 2 to this Schedule 1, subject to change, during the Delivery Period. The most current list of App Store regions among which You may select shall be set forth in the App Store Connect tool and the Custom App Distribution Site and may be updated by Apple from time to time. You hereby acknowledge that Apple will market and make the Licensed Applications available for download by end-users, through one or more App Stores or the Custom App Distribution Site, for You and on Your behalf. For purposes of this Schedule 1, the following terms apply:

“Custom App” or “Custom Application” means a Licensed Application custom developed by You for use by specific organizations or third-party business customers, including proprietary Licensed Applications developed for Your organization’s internal use.

(a) “You” shall include App Store Connect users authorized by You to submit Licensed Applications and associated metadata on Your behalf; and

(b) “end-user” includes individual purchasers as well as eligible users associated with their account via Family Sharing or Legacy Contacts. For institutional customers, “end-user” shall mean the individual authorized to use the Licensed Application, the institutional administrator responsible for management of installations on shared devices, as well as authorized institutional purchasers themselves, including educational institutions approved by Apple, which may acquire the Licensed Applications for use by their employees, agents, and affiliates.

(c) For the purposes of this Schedule 1, the term “Licensed Application” shall include any content, functionality, extensions, stickers, or services offered in the software application.

“Volume Content Service” means an Apple service that offers the ability to obtain Custom Applications and make purchases of Licensed Applications in bulk subject to the Volume Content Terms, conditions, and requirements.

**1.2** In furtherance of Apple’s appointment under Section 1.1 of this Schedule 1, You hereby authorize and instruct Apple to:

(a) market, solicit and obtain orders on Your behalf for Licensed Applications from end-users located in the regions identified by You in the App Store Connect tool;

(b) provide hosting services to You subject to the terms of the Agreement, in order to allow for the storage of, and end-user access to, the Licensed Applications and to enable third-party hosting of such Licensed Applications solely as otherwise licensed or authorized by Apple;

(c) make copies of, format, and otherwise prepare Licensed Applications for acquisition and download by end-users, including adding the Security Solution and other optimizations identified in the Agreement;

(d) allow or, in the case of cross-border assignments of certain purchases, arrange for end-users to access and re-access copies of the Licensed Applications, so that end-users may acquire from You and electronically download those Licensed Applications, Licensed Application Information, and associated metadata through one or more App Stores or the Custom App Distribution Site. In

addition, You hereby authorize distribution of Your Licensed Applications under this Schedule 1 for use by: (i) end-users with accounts associated with another end-user's account via Family Sharing; (ii) eligible Legacy Contacts of an end-user to access Your Licensed Application along with associated information and metadata stored in iCloud as described in <https://support.apple.com/kb/HT212360>; (iii) multiple end users under a single Apple ID when the Licensed Application is provided to such end-users through Apple Configurator in accordance with the Apple Configurator software license agreement; and (iv) a single institutional customer via Custom App Distribution for use by its end-users and/or for installation on devices with no associated Apple IDs that are owned or controlled by that institutional customer in accordance with the Volume Content Terms, conditions, and program requirements;

(e) use (i) screenshots, previews, and/or up to 30 second excerpts of the Licensed Applications; (ii) trademarks and logos associated with the Licensed Applications; and (iii) Licensed Application Information, for promotional purposes in marketing materials and gift cards and in connection with vehicle displays, excluding those portions of the Licensed Applications, trademarks or logos, or Licensed Application Information which You do not have the right to use for promotional purposes, and which You identify in writing at the time that the Licensed Applications are delivered by You to Apple under Section 2.1 of this Schedule 1, and use images and other materials that You may provide to Apple, at Apple's reasonable request, for promotional purposes in marketing materials and gift cards and in connection with vehicle displays. In addition, and subject to the limitation set forth above, You agree that Apple may use screenshots, icons, and up to 30 second excerpts of Your Licensed Applications for use at Apple Developer events (e.g., WWDC, Tech Talks) and in developer documentation;

(f) otherwise use Licensed Applications, Licensed Application Information and associated metadata as may be reasonably necessary in the marketing and delivery of the Licensed Applications in accordance with this Schedule 1. You agree that no royalty or other compensation is payable for the rights described above in Section 1.2 of this Schedule 1; and

(g) facilitate distribution of pre-release versions of Your Licensed Applications ("Beta Testing") to end-users designated by You in accordance with the Agreement, availability, and other program requirements as updated from time to time in the App Store Connect tool. For the purposes of such Beta Testing, You hereby waive any right to collect any purchase price, proceeds or other remuneration for the distribution and download of such pre-release versions of Your Licensed Application. You further agree that You shall remain responsible for the payment of any royalties or other payments to third parties relating to the distribution and user of Your pre-release Licensed Applications, as well as compliance with any and all laws for territories in which such Beta Testing takes place. For the sake of clarity, no commission shall be owed to Apple with respect to such distribution.

**1.3** The parties acknowledge and agree that their relationship under this Schedule 1 is, and shall be, that of principal and agent, or principal and commissionaire, as the case may be, as described in Exhibit A, Section 1 and Exhibit A, Section 2 respectively, and that You, as principal, are, and shall be, solely responsible for any and all claims and liabilities involving or relating to, the Licensed Applications, as provided in this Schedule 1. The parties acknowledge and agree that Your appointment of Apple as Your agent or commissionaire, as the case may be, under this Schedule 1 is non-exclusive. You hereby represent and warrant that You own or control the necessary rights in order to appoint Apple and Apple Subsidiaries as Your worldwide agent and/or commissionaire for the delivery of Your Licensed Applications, and that the fulfillment of such appointment by Apple and Apple Subsidiaries shall not violate or infringe the rights of any third party.

**1.4** For purposes of this Schedule 1, the "Delivery Period" shall mean the period beginning on the Effective Date of the Agreement, and expiring on the last day of the Agreement or any renewal thereof; provided, however, that Apple's appointment as Your agent shall survive expiration of the Agreement for a reasonable phase-out period not to exceed thirty (30) days and

further provided that, solely with respect to Your end-users, subsections 1.2(b), (c), and (d) of this Schedule 1 shall survive termination or expiration of the Agreement unless You indicate otherwise pursuant to sections 4.1 and 6.2 of this Schedule 1.

**1.5** All of the Licensed Applications delivered by You to Apple under Section 2.1 of this Schedule 1 shall be made available by Apple for download by end-users at no charge. Apple shall have no duty to collect any fees for the Licensed Applications for any end-user and shall have no payment obligation to You with respect to any of those Licensed Applications under this Schedule 1. In the event that You intend to charge end-users a fee for any Licensed Application or In-App Purchase, You must enter (or have previously entered) into a separate extension of this agreement (Schedule 2) with Apple with respect to that Licensed Application. In the event that You intend to charge end-users a fee for any Custom Apps, You must enter (or have previously entered) into a separate extension of this agreement (Schedule 3) with Apple with respect to that Custom App.

## **2. Delivery of the Licensed Applications to Apple**

**2.1** You will deliver to Apple, at Your sole expense, using the App Store Connect tool or other mechanism provided by Apple, the Licensed Applications, Licensed Application Information and associated metadata, in a format and manner prescribed by Apple, as required for the delivery of the Licensed Applications to end-users in accordance with this Schedule 1. Metadata You deliver to Apple under this Schedule 1 will include: (i) the title and version number of each of the Licensed Applications; (ii) the regions You designate, in which You wish Apple to allow end-users to download those Licensed Applications; (iii) the end-users You designate as authorized downloaders of the Custom App; (iv) any copyright or other intellectual property rights notices; (v) Your privacy policy; (vi) Your end-user license agreement (“EULA”), if any, in accordance with Section 3.2 of this Schedule 1; and (vii) any additional metadata set forth in the Documentation and/or the App Store Connect Tool as may be updated from time to time, including metadata designed to enhance search and discovery for content on Apple-branded hardware.

**2.2** All Licensed Applications will be delivered by You to Apple using software tools, a secure FTP site address and/or such other delivery methods as prescribed by Apple.

**2.3** You hereby certify that all of the Licensed Applications You deliver to Apple under this Schedule 1 are authorized for export from the United States to each of the regions designated by You under Section 2.1 hereof, in accordance with the requirements of all applicable laws, including but not limited to the United States Export Administration Regulations, 15 C.F.R. Parts 730-774. You further represent and warrant that all versions of the Licensed Applications You deliver to Apple are not subject to the International Traffic in Arms Regulations 22 C.F.R. Parts 120-130 and are not designed, made, modified or configured for any military end users or end uses as defined and scoped in 15 C.F.R § 744. Without limiting the generality of this Section 2.3, You certify that (i) none of the Licensed Applications contains, uses or supports any data encryption or cryptographic functions; or (ii) in the event that any Licensed Application contains, uses or supports any such data encryption or cryptographic functionality, You certify that You have complied with the United States Export Administration Regulations, and are in possession of, and will, upon request, provide Apple with PDF copies of export classification ruling (CCATS) issued by the United States Commerce Department, Bureau of Industry and Security (“BIS”) or any self-classification reports submitted to the BIS, and appropriate authorizations from other regions that mandate import authorizations for that Licensed Application, as required. You acknowledge that Apple is relying upon Your certification in this Section 2.3 in allowing end-users to access and download the Licensed Applications under this Schedule 1. Except as provided in this Section 2.3, Apple will be responsible for compliance with the requirements of the Export Administration Regulations in allowing end-users to access and download the Licensed Applications under this Schedule 1.

**2.4** You shall be responsible for determining and implementing any age ratings or parental

advisory warnings required by the applicable government regulations, ratings board(s), service(s), or other organizations (each a “Ratings Board”) for any video, television, gaming or other content offered in Your Licensed Application for each locality in the Territory. Where applicable, you shall also be responsible for providing any content restriction tools or age verification functionality before enabling end-users to access mature or otherwise regulated content within Your Licensed Application.

### **3. Ownership and End-User Licensing and Delivery of the Licensed Applications to End Users**

**3.1** You acknowledge and agree that Apple, in the course of acting as agent and/or commissionaire for You, is hosting, or pursuant to Section 1.2(b) of this Schedule 1 may enable authorized third parties to host, the Licensed Application(s), and is allowing the download of those Licensed Application(s) by end-users, on Your behalf. However, You are responsible for hosting and delivering content or services sold or delivered by You using the In-App Purchase API, except for content that is included within the Licensed Application itself (i.e., the In-App Purchase simply unlocks the content) or content hosted by Apple pursuant to Section 3.3 of Attachment 2 of the Agreement. The parties acknowledge and agree that Apple shall not acquire any ownership interest in or to any of the Licensed Applications or Licensed Applications Information, and title, risk of loss, responsibility for, and control over the Licensed Applications shall, at all times, remain with You. Apple may not use any of the Licensed Applications or Licensed Application Information for any purpose, or in any manner, except as specifically authorized in the Agreement or this Schedule 1.

**3.2** You may deliver to Apple Your own EULA for any Licensed Application at the time that You deliver that Licensed Application to Apple, in accordance with Section 2.1 of this Schedule 1; provided, however, that Your EULA must include and may not be inconsistent with the minimum terms and conditions specified on Exhibit B to this Schedule 1 and must comply with all applicable laws in all regions where You wish Apple to allow end-users to download that Licensed Application. Apple shall enable each end-user to review Your EULA (if any) at the time that Apple delivers that Licensed Application to that end-user, and Apple shall notify each end-user that the end-user’s use of that Licensed Application is subject to the terms and conditions of Your EULA (if any). In the event that You do not furnish Your own EULA for any Licensed Application to Apple, You acknowledge and agree that each end-user’s use of that Licensed Application shall be subject to Apple’s standard EULA (which is part of the App Store Terms of Service).

**3.3** You hereby acknowledge that the EULA for each of the Licensed Applications is solely between You and the end-user and conforms to applicable law, and Apple shall not be responsible for, and shall not have any liability whatsoever under, any EULA or any breach by You or any end-user of any of the terms and conditions of any EULA.

**3.4** A Licensed Application may read or play content (magazines, newspapers, books, audio, music, video) that is offered outside of the Licensed Application (such as, by way of example, through Your website) provided that You do not link to or market external offers for such content within the Licensed Application. You are responsible for authentication access to content acquired outside of the Licensed Application.

**3.5** To the extent You promote and offer in-app subscriptions, You must do so in compliance with all legal and regulatory requirements.

**3.6** If Your Licensed Application is periodical content-based (e.g., magazines and newspapers), Apple may provide You with the name, email address, and zip code associated with an end-user’s account when they request an auto-renewing subscription via the In-App Purchase API, provided that such user consents to the provision of data to You, and further provided that You may only use such data to promote Your own products and do so in strict compliance with Your publicly posted Privacy Policy, a copy of which must be readily viewed and

is consented to in Your Licensed Application.

#### **4. Content Restrictions and Software Rating**

**4.1** You represent and warrant that: (a) You have the right to enter into this Agreement, to reproduce and distribute each of the Licensed Applications, and to authorize Apple to permit end-users to download and use each of the Licensed Applications through one or more App Stores or the Custom App Distribution Site; (b) none of the Licensed Applications, or Apple's or end-users' permitted uses of those Licensed Applications, violate or infringe any patent, copyright, trademark, trade secret or other intellectual property or contractual rights of any other person, firm, corporation or other entity and that You are not submitting the Licensed Applications to Apple on behalf of one or more third parties; (c) none of the Custom Apps, or Apple's or end-users' permitted uses of those Custom Apps, violate or infringe any patent, copyright, trademark, trade secret or other intellectual property or contractual rights of any other person, firm, corporation or other entity and that You are not submitting the Custom Apps to Apple on behalf of one or more third parties other than under license grant from one or more third parties subject to Apple's Volume Content Terms and/or Custom App Distribution; (d) each of the Licensed Applications is authorized for distribution, sale and use in, export to, and import into each of the regions designated by You under Section 2.1 of this Schedule 1, in accordance with the laws and regulations of those regions and all applicable export/import regulations; (e) none of the Licensed Applications contains any obscene, offensive or other materials that are prohibited or restricted under the laws or regulations of any of the regions You designate under Section 2.1 of this Schedule 1; (f) all information You provide using the App Store Connect tool, including any information relating to the Licensed Applications, is accurate and that, if any such information ceases to be accurate, You will promptly update it to be accurate using the App Store Connect tool; and (g) in the event a dispute arises over the content of Your Licensed Applications or use of Your intellectual property on the App Store or the Custom App Distribution Site, You agree to permit Apple to share Your contact information with the party filing such dispute and to follow Apple's app dispute process on a non-exclusive basis and without any party waiving its legal rights.

**4.2** You shall use the software rating tool set forth on App Store Connect to supply information regarding each of the Licensed Applications delivered by You for marketing and fulfillment by Apple through the App Store or the Custom App Distribution Site under this Schedule 1 in order to assign a rating to each such Licensed Application. For purposes of assigning a rating to each of the Licensed Applications, You shall use Your best efforts to provide correct and complete information about the content of that Licensed Application with the software rating tool. You acknowledge and agree that Apple is relying on: (i) Your good faith and diligence in accurately and completely providing the requested information for each Licensed Application; and (ii) Your representations and warranties in Section 4.1 hereof, in making that Licensed Application available for download by end-users in each of the regions You designate hereunder. Furthermore, You authorize Apple to correct the rating of any Licensed Application of Yours that has been assigned an incorrect rating; and You agree to any such corrected rating.

**4.3** In the event that any region You designate hereunder requires the approval of, or rating of, any Licensed Application by any government or industry regulatory agency as a condition for the distribution and/or use of that Licensed Application, You acknowledge and agree that Apple may elect not to make that Licensed Application available for download by end-users in that region from any App Stores or the Custom App Distribution Site.

#### **5. Responsibility and Liability**

**5.1** Apple shall have no responsibility for the installation and/or use of any of the Licensed Applications by any end-user. You shall be solely responsible for any and all product warranties, end-user assistance and product support with respect to each of the Licensed Applications.

**5.2** You shall be solely responsible for, and Apple shall have no responsibility or liability whatsoever with respect to, any and all claims, suits, liabilities, losses, damages, costs and expenses arising from, or attributable to, the Licensed Applications and/or the use of those Licensed Applications by any end-user, including, but not limited to: (i) claims of breach of warranty, whether specified in the EULA or established under applicable law; (ii) product liability claims; and (iii) claims that any of the Licensed Applications and/or the end-user's possession or use of those Licensed Applications infringes the copyright or other intellectual property rights of any third party.

## **6. Termination**

**6.1** This Schedule 1, and all of Apple's obligations hereunder, shall terminate upon the expiration or termination of the Agreement.

**6.2** In the event that You no longer have the legal right to distribute the Licensed Applications, or to authorize Apple to allow access to those Licensed Applications by end-users, in accordance with this Schedule 1, You shall promptly notify Apple and withdraw those Licensed Applications from the App Store or the Custom App Distribution Site using the tools provided on the App Store Connect site; provided, however, that such withdrawal by You under this Section 6.2 shall not relieve You of any of Your obligations to Apple under this Schedule 1, or any liability to Apple and/or any end-user with respect to those Licensed Applications.

**6.3** Apple reserves the right to cease marketing, offering, and allowing download by end-users of the Licensed Applications at any time, with or without cause, by providing notice of termination to You. Without limiting the generality of this Section 6.3, You acknowledge that Apple may cease allowing download by end-users of some or all of the Licensed Applications, or take other interim measures in Apple's sole discretion, if Apple reasonably believes, based on human and/or systematic review, and, including without limitation upon notice received under applicable laws, that: (i) those Licensed Applications are not authorized for export to one or more of the regions designated by You under Section 2.1 hereof, in accordance with the Export Administration Regulations or other restrictions; (ii) those Licensed Applications and/or any end-user's possession and/or use of those Licensed Applications, infringe patent, copyright, trademark, trade secret or other intellectual property rights of any third party; (iii) the distribution and/or use of those Licensed Applications violates any applicable law in any region You designate under Section 2.1 of this Schedule 1; (iv) You have violated the terms of the Agreement, this Schedule 1, or other documentation including without limitation the App Store Review Guidelines; or (v) You or anyone representing You or Your company are subject to sanctions of any region in which Apple operates. An election by Apple to cease allowing download of any Licensed Applications, pursuant to this Section 6.3, shall not relieve You of Your obligations under this Schedule 1.

**6.4** You may withdraw any or all of the Licensed Applications from the App Store or the Custom App Distribution Site, at any time, and for any reason, by using the tools provided on the App Store Connect site, except that, with respect to Your end-users, You hereby authorize and instruct Apple to fulfill sections 1.2(b), (c), and (d) of this Schedule 1, which shall survive termination or expiration of the Agreement unless You indicate otherwise pursuant to sections 4.1 and 6.2 of this Schedule 1.

## **7. Legal Consequences**

The relationship between You and Apple established by this Schedule 1 may have important legal consequences for You. You acknowledge and agree that it is Your responsibility to consult with Your legal advisors with respect to Your legal obligations hereunder.

**EXHIBIT A**  
**(to Schedule 1)**

**1. Apple as Agent**

You appoint Apple Canada, Inc. (“Apple Canada”) as Your agent for the marketing and end-user download of the Licensed Applications by end-users located in the following region:

Canada

You appoint Apple Pty Limited (“APL”) as Your agent for the marketing and end-user download of the Licensed Applications by end-users located in the following regions:

Australia  
New Zealand

You appoint Apple Inc. as Your agent pursuant to California Civil Code §§ 2295 *et seq.* for the marketing and end-user download of the Licensed Applications by end-users located in the following regions:

United States

You appoint Apple Services LATAM LLC as Your agent pursuant to California Civil Code §§ 2295 *et seq.* for the marketing and end-user download of the Licensed by end-users located in the following regions:

|                        |                     |            |                              |
|------------------------|---------------------|------------|------------------------------|
| Argentina*             | Cayman Islands      | Guatemala* | St. Kitts & Nevis            |
| Anguilla               | Chile*              | Honduras*  | St. Lucia                    |
| Antigua & Barbuda      | Colombia*           | Jamaica    | St. Vincent & The Grenadines |
| Bahamas                | Costa Rica*         | Mexico*    | Suriname                     |
| Barbados               | Dominica            | Montserrat | Trinidad & Tobago            |
| Belize                 | Dominican Republic* | Nicaragua* | Turks & Caicos               |
| Bermuda                | Ecuador*            | Panama*    | Uruguay                      |
| Bolivia*               | El Salvador*        | Paraguay*  | Venezuela*                   |
| Brazil*                | Grenada             | Peru*      |                              |
| British Virgin Islands | Guyana              |            |                              |

\* Custom Applications are only available in these regions.

You appoint iTunes KK as Your agent pursuant to Article 643 of the Japanese Civil Code for the marketing and end-user download of the Licensed Applications by end-users located in the following region:

Japan

**2. Apple as Commissionaire**

You appoint Apple Distribution International Ltd. as Your commissionaire for the marketing and end-user download of the Licensed Applications by end-users located in the following regions, as updated from time to time via the App Store Connect site. For the purposes of this Agreement, “commissionaire” means an agent who purports to act on their own behalf and concludes

agreements in his own name but acts on behalf of other persons, as generally recognized in many Civil Law legal systems

|                                |               |                           |                 |
|--------------------------------|---------------|---------------------------|-----------------|
| Afghanistan                    | Gabon         | Malawi                    | Saudi Arabia*   |
| Albania                        | Gambia        | Malaysia*                 | Senegal         |
| Algeria                        | Georgia       | Maldives                  | Serbia          |
| Angola                         | Germany*      | Mali                      | Seychelles      |
| Armenia                        | Ghana         | Malta, Republic of*       | Sierra Leone    |
| Austria                        | Greece*       | Mauritania                | Singapore*      |
| Azerbaijan                     | Guinea-Bissau | Mauritius                 | Slovakia*       |
| Bahrain*                       | Hong Kong*    | Micronesia, Fed States of | Slovenia*       |
| Belarus                        | Hungary       | Moldova                   | Solomon Islands |
| Belgium*                       | Iceland*      | Mongolia                  | South Africa    |
| Benin                          | India         | Montenegro                | Spain*          |
| Bhutan                         | Indonesia     | Morocco                   | Sri Lanka       |
| Bosnia and Herzegovina         | Iraq          | Mozambique                | Swaziland       |
| Botswana                       | Ireland*      | Myanmar                   | Sweden*         |
| Brunei                         | Israel*       | Namibia                   | Switzerland*    |
| Bulgaria*                      | Italy*        | Nauru                     | Taiwan*         |
| Burkina-Faso                   | Jordan        | Nepal                     | Tajikistan      |
| Cambodia                       | Kazakhstan    | Netherlands*              | Tanzania        |
| Cameroon                       | Kenya         | Niger                     | Thailand*       |
| Cape Verde                     | Korea*        | Nigeria                   | Tonga           |
| Chad                           | Kosovo        | Norway*                   | Tunisia         |
| China*                         | Kuwait        | Oman                      | Türkiye*        |
| Congo (Democratic Republic of) | Kyrgyzstan    | Pakistan                  | Turkmenistan    |
| Congo (Republic of)            | Laos          | Palau                     | UAE*            |
| Cote d'Ivoire                  | Latvia*       | Papua New Guinea          | Uganda          |
| Croatia                        | Lebanon       | Philippines*              | Ukraine*        |
| Cyprus*                        | Liberia       | Poland                    | United Kingdom* |
| Czech Republic                 | Libya         | Portugal                  | Uzbekistan      |
| Denmark*                       | Lithuania*    | Qatar*                    | Vanuatu         |
| Egypt*                         | Luxembourg*   | Romania*                  | Vietnam*        |
| Estonia*                       | Macau         | Russia*                   | Yemen           |
| Fiji                           | Macedonia     | Rwanda                    | Zambia          |
| Finland*                       | Madagascar    | Sao Tome e Principe       | Zimbabwe        |
| France*                        |               |                           |                 |

\*Custom Applications are only available in these regions.



**EXHIBIT B**  
**(to Schedule 1)**  
**Instructions for Minimum Terms of Developer's**  
**End-User License Agreement**

**1. Acknowledgement:** You and the end-user must acknowledge that the EULA is concluded between You and the end-user only, and not with Apple, and You, not Apple, are solely responsible for the Licensed Application and the content thereof. The EULA may not provide for usage rules for Licensed Applications that are in conflict with, the Apple Media Services Terms and Conditions or the Volume Content Terms as of the Effective Date (which You acknowledge You have had the opportunity to review).

**2. Scope of License:** The license granted to the end-user for the Licensed Application must be limited to a non-transferable license to use the Licensed Application on any Apple-branded Products that the end-user owns or controls and as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions, except that such Licensed Application may be accessed, acquired, and used by other accounts associated with the purchaser via Family Sharing, volume purchasing, or Legacy Contacts.

**3. Maintenance and Support:** You must be solely responsible for providing any maintenance and support services with respect to the Licensed Application, as specified in the EULA, or as required under applicable law. You and the end-user must acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.

**4. Warranty:** You must be solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. The EULA must provide that, in the event of any failure of the Licensed Application to conform to any applicable warranty, the end-user may notify Apple, and Apple will refund the purchase price for the Licensed Application to that end-user; and that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Licensed Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Your sole responsibility.

**5. Product Claims:** You and the end-user must acknowledge that You, not Apple, are responsible for addressing any claims of the end-user or any third party relating to the Licensed Application or the end-user's possession and/or use of that Licensed Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, including in connection with Your Licensed or Custom Application's use of the HealthKit and HomeKit frameworks. The EULA may not limit Your liability to the end-user beyond what is permitted by applicable law.

**6. Intellectual Property Rights:** You and the end-user must acknowledge that, in the event of any third-party claim that the Licensed Application or the end-user's possession and use of that Licensed Application infringes that third party's intellectual property rights, You, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

**7. Legal Compliance:** The end-user must represent and warrant that (i) the end-user is not located in a region that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" region; and (ii) the end-user is not listed on any U.S. Government list of prohibited or restricted parties.

**8. Developer Name and Address:** You must state in the EULA Your name and address,

and the contact information (telephone number; E-mail address) to which any end-user questions, complaints or claims with respect to the Licensed Application should be directed.

**9. Third-Party Terms of Agreement:** You must state in the EULA that the end-user must comply with applicable third-party terms of agreement when using Your Application, e.g., if You have a VoIP application, then the end-user must not be in violation of their wireless data service agreement when using Your Application.

**10. Third-Party Beneficiary:** You and the end-user must acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the EULA, and that, upon the end-user's acceptance of the terms and conditions of the EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce the EULA against the end-user as a third-party beneficiary thereof.

**EXHIBIT C**  
**(to Schedule 1)**  
**App Store Promo Codes Terms**

Notwithstanding any other provisions of the Agreement or this Schedule 1, You hereby agree that the following terms shall apply to all App Store Promo Codes (“Promo Codes”) requested by You via the App Store Connect tool. For the purposes of this Exhibit C, “You” shall include additional members of Your App Store Connect team (e.g., individuals in the marketing and technical roles).

Except as otherwise expressed in writing herein, nothing in this Exhibit C shall be construed to modify the Agreement or this Schedule 1 in any way, and all capitalized terms not defined below shall have the meanings set forth in the Program Agreement.

**1. DEFINITIONS:**

“Holder” means an individual located in a Territory to whom You provide one or more Promo Codes;

“Promo Code” means a unique alphanumeric code generated and provided to You by Apple pursuant to this Exhibit C which allows a Holder who is an App Store customer to download or access for free from the App Store the Licensed Application for which You have requested such code via the App Store Connect tool, whether offered for free or for a fee on the App Store (the “Promo Content”); and

“Effective Period” means the period between the Promo Code Activation Date and the Promo Code Expiration Date.

**2. AUTHORIZATION AND OBLIGATIONS:** You hereby authorize and instruct Apple to provide You with Promo Codes upon request, pursuant to the terms of this Exhibit C, and You take full responsibility for ensuring that any team member that requests such codes shall abide by the terms of this Exhibit C. You shall be responsible for securing all necessary licenses and permissions relating to use of the Promo Codes and the Licensed Application, including any uses by You of the name(s) or other indicia of the Licensed Application, or name(s) or likenesses of the person(s) performing or otherwise featured in the Licensed Application, in any advertising, marketing, or other promotional materials, in any and all media. Apple reserves the right to request and receive copies of such licenses and permissions from You, at any time, during the Effective Period.

**3. NO PAYMENT:** Except for Your obligations set forth in Section 10 of this Exhibit C, You are not obligated to pay Apple any commission for the Promo Codes.

**4. DELIVERY:** Upon request by You via the App Store Connect tool, Apple shall provide the Promo Codes electronically to You via App Store Connect, email, or other method as may be indicated by Apple.

**5. PROMO CODE ACTIVATION DATE:** Promo Codes will become active for use by Holders upon delivery to You.

**6. PROMO CODE EXPIRATION DATE:** All unused Promo Codes, whether or not applied to an Apple ID, expire at midnight 11:59 PT on the earlier of: (a) the date that is twenty-eight (28) days after the delivery of the Promo Codes; or (b) the termination of the Agreement.

**7. PERMITTED USE:** You may distribute the Promo Codes until that date which is ten (10) calendar days prior to the Promo Code Expiration Date solely for the purpose of offering instances of the app for media review or promotional purposes. You may not distribute the

Promo Codes to Holders in any Territory in which You are not permitted to sell or distribute Your Licensed Application.

**8. ADDITIONAL MATERIALS:** Apple shall not be responsible for developing and producing any materials in relation to the Promo Codes other than the Promo Codes themselves.

**9. REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION:** You represent and warrant that: (i) You own or control all rights necessary to make the grant of rights, licenses, and permissions listed in Section 2, and that the exercise of such rights, licenses, and permissions shall not violate or infringe the rights of any third party, and (ii) any use of the Promo Codes shall be in accordance with the terms of this Exhibit C and shall not infringe any third-party rights or violate any applicable laws, directives, rules, and regulations of any governmental authority in the Territory or anywhere else in the world. You agree to indemnify and hold Apple, its subsidiaries and affiliates (and their respective directors, officers, and employees) harmless from all losses, liabilities, damages, or expenses (including reasonable attorneys' fees and costs) resulting from any claims, demands, actions, or other proceedings arising from a breach of the representations and warranties set forth in this Section, or a breach of any other term of the Agreement and this Schedule 1.

**10. PAYMENT WAIVER:** You hereby waive any right to collect any royalties, proceeds, or remuneration for the distribution and download of the Licensed Application via the Promo Codes, regardless of whether any remuneration would otherwise be payable under the Agreement, including Schedule 1 thereto, if applicable. The parties acknowledge that, as between Apple and You, the parties' respective responsibilities for the payment of any royalties or other similar payments to third parties with respect to distribution and download of the Licensed Application via the Promo Codes shall be as set forth in the Agreement.

**11. TERMS AND CONDITIONS:** You further agree to the following terms:

(a) You shall not sell the Promo Codes or accept any form of payment, trade-in-kind, or other compensation in connection with the distribution of the Promo Codes and You shall prohibit third parties from doing so.

(b) Nothing in this Exhibit C shall cause the parties to become partners, joint venturers or co-owners, nor shall either party constitute an agent, employee, or representative of the other, or empower the other party to act for, bind, or otherwise create or assume any obligation on its behalf, in connection with any transaction under this Exhibit C; provided, however, that nothing in this Section 11(b) shall affect, impair, or modify either of the Parties' respective rights and obligations, including the agency or commissionaire relationship between them under Schedules 1, 2, and 3 of the Agreement.

(c) You shall prominently disclose any content age restrictions or warnings legally required in the Territories and ensure that Promo Codes are distributed only to persons of an age appropriate and consistent with the App Store rating for the associated Licensed Application.

(d) You shall conduct Yourself in an honest and ethical manner and shall not make any statement, orally or in writing, or do any act or engage in any activity that is obscene, unlawful, or encourages unlawful or dangerous conduct, or that may disparage, denigrate, or be detrimental to Apple or its business.

(e) Apple shall not be responsible for providing any technical or customer support to You or Holders above what Apple provides to standard or ordinary App Store users.

(f) You agree to the additional Promo Code Terms and Conditions attached hereto as Attachment 1.

(g) YOU SHALL INCLUDE THE REGION SPECIFIC HOLDER TERMS & CONDITIONS AS WELL AS THE EXPIRATION DATE OF THE PROMO CODE ON ANY INSTRUMENT USED TO DISTRIBUTE THE PROMO CODE TO HOLDERS (E.G., CERTIFICATE, CARD, EMAIL, ETC). YOU MAY ACCESS THIS INFORMATION LOCALIZED FOR EACH TERRITORY UPON REQUESTING THE PROMO CODES IN THE APP STORE CONNECT TOOL.

(h) You shall be solely responsible for Your use of the Promo Codes, including any use by other members of Your App Store Connect team, and for any loss or liability to You or Apple therefrom.

(i) In the event Your Licensed Application is removed from the App Store for any reason, You agree to cease distribution of the Promo Codes and that Apple may deactivate such Promo Codes.

(j) You agree that Apple shall have the right to deactivate the Promo Codes, even if already delivered to Holders, in the event You violate any of the terms of this Exhibit C, the Agreement, or Schedules 1, 2, or 3 thereto.

(k) You may distribute the Promo Codes within the Territories, but agree that You shall not export any Promo Code for use outside the Territories nor represent that You have the right or ability to do so. Risk of loss and transfer of title for the Promo Codes pass to You upon delivery to You within App Store Connect, via email, or other method provided by Apple.

**12. APPLE TRADEMARKS:** Your use of Apple trademarks in connection with the Promo Codes is limited only to “iTunes” and “App Store” (the “Marks”) subject to the following and any additional guidelines Apple may issue from time to time:

(a) You may use the Marks only during the Effective Period

(b) You shall submit any advertising, marketing, promotional or other materials, in any and all media now known or hereinafter invented, incorporating the Marks to Apple prior to use for written approval. Any such materials not expressly approved in writing by Apple shall be deemed disapproved by Apple.

(c) You may only use the Marks in a referential manner and may not use the Marks as the most prominent visual element in any materials. Your company name, trademark(s), or service mark(s) should be significantly larger than any reverence to the Marks.

(d) You may not directly or indirectly suggest Apple’s sponsorship, affiliation, or endorsement of You, Your Licensed Applications, or any promotional activities for which You are requesting the Promo Codes.

(e) You acknowledge that the Marks are the exclusive property of Apple and agree not to claim any right, title, or interest in or to the Marks or at any time challenge or attack Apple’s rights in the Marks. Any goodwill resulting from Your use of the Marks shall inure solely to the benefit of Apple and shall not create any right, title, or interest for You in the Marks.

**13. GOVERNING LAW:** Any litigation or other dispute resolution between You and Apple arising out of or relating to this Exhibit C or facts relating thereto shall be governed by Section 14.10 of the Agreement.

**Attachment 1**  
**(to Exhibit C of Schedule 1)**  
**App Store Promo Codes Terms and Conditions**

1. All Promo Codes delivered pursuant to this Exhibit C, whether or not applied to an App Store account, expire as indicated in this Exhibit C.
2. Promo Codes, and unused balances, are not redeemable for cash and cannot be returned for a cash refund, exchanged, or used to purchase any other merchandise, or provide allowances or iTunes or App Store Gifts by either You or Holder. This includes Promo Codes that have expired unused.
3. Promo Codes may only be redeemed through the App Store in the Territory, open only to persons in the Territory with a valid Apple ID. Not all App Store products may be available in all Territories. Internet access (fees may apply), the latest version of Apple software, and other compatible software and hardware are required.
4. Access to, redemption of Promo Codes on, or purchases from, and use of products purchased on, the App Store, are subject to acceptance of its Terms of Service presented at the time of redemption or purchase, and found at <https://www.apple.com/legal/internet-services/itunes/ww/>.
5. Promo Codes will be placed in the Holder's applicable Apple ID and are not transferable.
6. If a Holder's order exceeds the amount available on the Promo Codes, Holder must establish an Apple ID and pay for the balance with a credit card.
7. Except as stated otherwise, data collection and use are subject to Apple's Privacy Policy, which can be found at <https://www.apple.com/legal/privacy>.
8. Apple is not responsible for lost or stolen Promo Codes. If Holders have any questions, they may visit Apple Support at <https://support.apple.com/apps>.
9. Apple reserves the right to close Holder accounts and request alternative forms of payment if Promo Codes are fraudulently obtained or used on the App Store.
10. APPLE AND ITS LICENSEES, AFFILIATES, AND LICENSORS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO PROMO CODES OR THE APP STORE, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT A PROMO CODE IS NON-FUNCTIONAL, HOLDER'S OR COMPANY'S SOLE REMEDY, AND APPLE'S SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH PROMO CODE. THESE LIMITATIONS MAY NOT APPLY. CERTAIN LOCAL AND TERRITORY LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY, AND YOU OR HOLDER MAY ALSO HAVE ADDITIONAL RIGHTS.
11. Apple reserves the right to change any of the terms and conditions set forth in this Attachment 1 from time to time without notice.
12. Any part of these terms and conditions may be void where prohibited or restricted by law.

**EXHIBIT D**  
**(to Schedule 1)**  
**Additional App Store Terms**

**1. Discoverability on the App Store:** The discoverability of Your Licensed Application in the App Store depends on several factors, and Apple is under no obligation to display, feature, or rank Your Licensed Application in any particular manner or order in the App Store.

(a) The main parameters used for app ranking and discoverability are text relevance, such as using an accurate title, adding relevant keywords/metadata, and selecting descriptive categories in the Licensed Application; customer behavior relating to the number and quality of ratings and reviews and application downloads; date of launch in the App Store may also be considered for relevant searches; and whether You have violated any rules promulgated by Apple. These main parameters deliver the most relevant results to customer search queries.

(b) When considering apps to feature in the App Store, our editors look for high-quality apps across all categories, with a particular focus on new apps and apps with significant updates. The main parameters that our editors consider are UI design, user experience, innovation and uniqueness, localizations, accessibility, App Store product page screenshots, app previews, and descriptions; and additionally, for games, gameplay, graphics and performance, audio, narrative and story depth, ability to replay, and gameplay controls. These main parameters showcase high-quality, well-designed, and innovative apps.

(c) If You use an Apple service for paid promotion of Your app on the App Store, Your app may be presented in a promotional placement and designated as advertising content.

To learn more about app discoverability, visit <https://developer.apple.com/app-store/discoverability/>.

**2. Access to App Store Data**

You can access data concerning your Licensed Application's financial performance and user engagement in App Store Connect by using App Analytics, Sales and Trends, and Payments and Financial Reports. Specifically, You can obtain all of Your Licensed Application's financial results for individual app sales and in-app purchases (including subscriptions) in Sales and Trends, or download the data from Financial Reports; and You can view App Analytics for non-personally identifiable data that allows You to understand how consumers engage with your Licensed Applications. More information can be found at <https://developer.apple.com/app-store/measuring-app-performance/>. App Analytics data is provided only with the consent of our customers. For more information, see <https://developer.apple.com/app-store-connect/analytics/>. Apple does not provide You with access to personal or other data provided by or generated through use of the App Store by other developers; nor does Apple provide other developers with access to personal or other data provided by or generated through Your use of the App Store. Such data sharing would conflict with Apple's Privacy Policy, and with our customers' expectations about how Apple treats their data. You can seek to collect information from customers directly, so long as such information is collected in a lawful manner, and You follow the App Store Review Guidelines.

Apple handles personal and non-personal information as outlined in Apple's Privacy Policy. Information about Apple's access to and practices concerning developer and customer data can be found in "App Store & Privacy," accessible at <https://www.apple.com/legal/privacy/data/en/app-store/>. Apple may provide some non-personal information to strategic partners that work with Apple to provide our products and services, help Apple market to customers, and sell ads on Apple's behalf to display in the App Store and Apple

News and Stocks. Such partners are obligated to protect that information and may be located wherever Apple operates.

### **3. Redress Options Pursuant to P2B and DSA Regulations**

For Developers established in, and which offer goods or services to customers located in, the European Union and subject to the Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market For Digital Services and amending Directive 2000/31/EC (the Digital Services Act or DSA), more information about redress options available to You in connection with action Apple took against You, for example termination of Your developer account or removal of Your app from the App Store, is available here: [apple.com/legal/dsa/redress-options](https://apple.com/legal/dsa/redress-options).

Developers established in, and which offer goods or services to customers located in, a region subject to a platform-to-business regulation (“P2B Regulation”), such as the Regulation of the European Parliament and of the Council on promoting fairness and transparency for business users of online intermediation services may submit complaints pursuant to such P2B Regulation related to the following issues at <https://developer.apple.com/contact/p2b/>: (a) Apple’s alleged non-compliance with any obligations set forth in the P2B Regulation which affect You in the region in which you are established; (b) technological that affect You and relate directly to distribution of Your Licensed Application on the App Store in the region in which you are established; or (c) measures taken by or behavior of Apple that affect You and relate directly to distribution of Your Licensed Application on the App Store in the region in which you are established. Apple will consider and process such complaints and communicate the outcome to You.

For Developers established in, and which offer goods or services to customers located in, the European Union, Apple identifies the following panel of mediators with which Apple is willing to engage to attempt to reach an agreement with developers established in, and which offer goods or services to customers located in, the European Union on the settlement, out of court, of any disputes between Apple and You arising in relation to the provision of the App Store services concerned, including complaints that could not be resolved by means of our complaint-handling system:

Centre for Effective Dispute Resolution  
P2B Panel of Mediators  
70 Fleet Street  
London  
EC4Y 1EU  
United Kingdom  
<https://www.cedr.com/p2bmediation/>

LYL158  
12/22/2023







## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

### Title

Authorizing Certain Actions Relative to the Tax Agent

### **Committee Flow:**

County Board

### **Contact:**

Jane Tallitsch, 630.232.5931

### **Budget Information:**

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

### **Summary:**

This resolution authorizes the County Board Chairman to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate certificate of purchase, as the case may be, on the real estate described in the attached exhibit for the sums shown and to be disbursed accordingly.

Kane County Monthly Resolution List May 2024

| Resolution Number | Item Number | Parcel#       | Type Of Transaction | Account Name          | Total Collected | County Clerk | Auctioneer | Recorder/ Sec. of State | Agent  | County Treasurer |
|-------------------|-------------|---------------|---------------------|-----------------------|-----------------|--------------|------------|-------------------------|--------|------------------|
| 05-24-001         | 0124005E    | 03-03-101-001 | SAL                 | ROOPSINGH DINESHSINGH | 827.00          | 0.00         | 0.00       | 77.00                   | 250.00 | 500.00           |
| 05-24-002         | 1123909     | 02-25-300-041 | SAL                 | Village of Gilberts   | 827.00          | 0.00         | 0.00       | 77.00                   | 250.00 | 500.00           |
|                   |             |               |                     |                       | 1,654.00        | 0.00         | 0.00       | 154.00                  | 500.00 | 1,000.00         |

Clerk Fees 0.00

Sec. of State / Recorder Fees 154.00

Total To County 1,154.00



grade #268 with a salary range of \$50,124.70 to \$75,187.05.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that OCR is authorized to make pay adjustments associated with promotions greater than the five percent limit established in the Compensation and Position Management policy, provided that such adjustments do not exceed the maximum salary range for the position.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the Kane County Human Resources Department and Kane County Finance Department are authorized and directed to retain the nine (9) vacancies within the current fiscal year budget with no reductions in headcount within the development of the FY2025 budget for OCR.

Passed by the Kane County Board on June 11, 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, and Retention of Existing Vacant Positions for the Office of Community Reinvestment

### **Committee Flow:**

County Board

### **Contact:**

Scott Berger, 630-208-5351

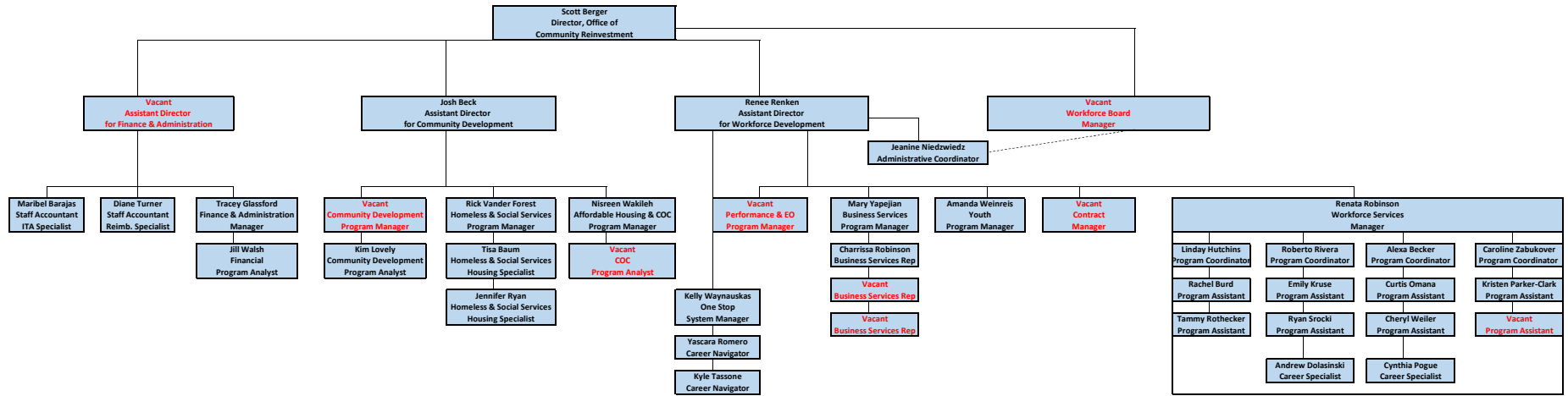
### **Budget Information:**

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

### **Summary:**

The attached resolution authorizes pay grade changes for three (3) positions in the Office of Community Reinvestment, authorizes the office to make salary adjustments associated with promotions greater than the limit established in the county's Compensation and Position Management Policy, and authorizes the retention of nine (9) currently vacant positions in the office. The office's organization chart is attached, identifying the nine (9) vacant positions, as well as the job descriptions for the three (3) positions that are graded by the resolution. All costs associated with this resolution will be covered by grants from external sources.

**EXHIBIT A  
KANE COUNTY OFFICE OF COMMUNITY REINVESTMENT  
ORGANIZATIONAL CHART**



## JOB DESCRIPTION

**Job Title:** Assistant Director for Finance and Administration  
**Department:** Office of Community Reinvestment  
**FLSA Status:** Full Time – Exempt  
**Grade Level:** 717 Position is 100% grant funded  
**Bargaining Unit:** No

**General Summary:** The Assistant Director for Finance & Administration is responsible for managing the finance, budgeting, administration and reporting for the Community Development Division's multiple grants and the Workforce Development Division's Local Workforce Investment Area (LWIA 5) grants. This includes 8-12 special revenue funds and multiple sub-funds with a \$20 million annual budget. This position will ensure compliance with all Federal reporting, relevant OMB Circulars, and policies of the Illinois Department of Commerce & Economic Opportunity (DCEO).

The Assistant Director will primarily be responsible for the development and implementation of financial policies and processes that assure compliance with all funder regulations and requirements. This will include the ability to evaluate, implement and manage complex accounting, fiscal and budgetary systems. It also includes the ability to apply complex regulations, evaluate complex fiscal issues and develop a course of action. Reporting to the Director of the Office of Community Reinvestment, this position will supervise a staff of 4 and provide leadership to and collaborate with other Assistant Directors, program managers, program staff, finance teams and external agencies to ensure efficient financial administration, adherence to grant guidelines and successful project execution under several different grant programs.

External agencies could include the following and vary by grant funding received or awarded:

- Federal agencies, such as U.S. Housing & Urban Development, U.S. Department of Treasury.
- State agencies, such as Illinois Department of Human Services, Department of Commerce & Economic Opportunity.
- Local Municipalities, such as the City of Elgin, City of St. Charles' Housing Trust Fund.
- Grand Victoria Foundation
- Non-profit agencies and for profit developers.

The Office of Community Reinvestment reports to the Development Committee, the Riverboat Committee, the Community Development Commission, the HOME Commission, the Workforce Development Board and the Jobs Committee.

Additionally, this position would be a collaborating partner, member and/or direct contributor to the Illinois Workforce Partnership (IWP).

### **ESSENTIAL FUNCTIONS, DUTIES AND RESPONSIBILITIES:**

#### 1) Strategic Planning:

- In conjunction with the Director and Assistant Directors for Community Development and Workforce Development establishes department priorities, goals and work plans to achieve the desired outcomes.

OCR Created: 12/19/2023



- Develops strategic long-range financial plans that reflect the department's vision and mission.
- Suggests and implements best practices related to fiscal and grant administration.
- Identifies staffing needs and recommends potential solutions to improve departments overall efficiency and effectiveness.
- Identifies potential financial and programmatic risks associated with grant funded projects and works to proactively mitigate them.

#### 2) Grant Proposal Support:

- Provides financial insights and support during the grant proposal development process.
- Oversees the preparation of budget narratives and financial sections for grant applications.
- Reviews the Internal Control Questionnaires for accuracy and completeness before grant application submittal.
- Manages department's required registrations to receive grants ensuring current and in good standing.

#### 3) Budgeting and Financial Planning:

- In conjunction with the other Assistant Directors develops division budgets, grant budgets and One-Stop partner budgets in accordance with project requirements.
- Oversees the entry of all special revenue fund budgets into the County's accounting system.
- Prepares mid-year budget projections and makes adjustments accordingly.
- Manages budgets for active grants, ensuring proper allocation of funds and adherence to financial guidelines.
- Reviews the department's cost allocation plans to ensure expenses allocated to appropriate grants.
- Develops and provides and/or reviews financial analysis and forecasting to support decision-making related to grant-funded projects.
- Provides technical evaluation and analysis during review of sub-recipient and/or service provider proposals.
- Participates, advises and provides recommendations at board and committee meetings regarding budgets and financial reports.

#### 4) Grant Financial Management:

- Develops and maintains a comprehensive understanding of grant terms and conditions, ensuring adherence to all fiscal requirements.
- Manages expenses and prepares financial transactions related to multiple grants.
- Monitors financial activity to ensure compliance with WIOA obligation and expenditure requirements.
- Directs the Department's accounts payable and accounts receivable staff ensuring proper entry of invoices, and manages cash flow and grant reimbursement requests.
- Reviews and approves journal entries to properly expense payroll and facility expenses across all grant awards.
- Manages the preparation of monthly invoices to business partners providing one-stop services for Workforce Development clients.
- Manages the fiscal sub-recipient monitoring process and activities.
- Provides technical assistance and written guidance to sub-recipients and service providers regarding fiscal and/or cost claim submission issues.

- Monitors sub-recipient and/or service provider expenditures and notifies appropriate program staff of issues or trends.
- Provides various reports and financial analysis, including historical analysis, future trends and projections and expenditure analysis for sub-recipients and/or service providers.
- Oversees the financial closeout process for completed grants and service providers, including reconciliation and final reporting.

5) Compliance and Financial Reporting:

- Directs and oversees preparation of multiple financial reports for internal and external stake holders, including grantors and funding agencies, detailing the financial status of grant-funded projects. Ensures the timely and accurate submission of reporting.
- Ensures compliance with grant regulations, guidelines, and reporting requirements.
- Participates in the presentation and explanation of various financial reports and analysis at various board and committee meetings, including but not limited to the Workforce Board and Jobs Committee.

6) Internal Controls and Auditing:

- Implements and maintains effective internal controls for grant financial management and in accordance with County policies.
- Develops clear and effective process and procedure manuals to ensure consistent application of all federal and state laws and agency policies.
- Ensures fiscal staff is cross trained and proficient in all functions of the division.
- Oversees preparation for and supports financial audits, including County's single audit, City of Elgin's single audit, and grant related audits, ensuring all necessary documentation is available and accurate.
- Ensures delivery of a clean DCEO fiscal monitoring audit and County single audit.
- Directs preparation of yearly Schedule of Expenditures of Federal Awards for department's grants.

7) Human Resources and Payroll:

- Manages the onboarding and orientation process for department new hires and off boarding process for terminations.
- Oversees the implementation and communication of HR policies, procedures and guidelines to ensure compliance and consistency across the organization.
- Directs the department's Payroll Coordinator ensuring timely and accurate processing of payroll.
- Recruits, trains and develops fiscal staff.

**KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:**

- 1) Advanced knowledge of the principles, theories, and practices of accounting, particularly regarding governmental/nonprofit budget and finance administration including GAAP and GASB standards.
- 2) Advanced financial analysis, problem solving and budgeting skills and ability to analyze complex financial transactions.
- 3) Strong attention to detail, organization skills and ability to work independently.
- 4) Proficiency in financial management software and MS Office suite. Advanced Excel skills required. Experience with Tyler/New World Accounting system a plus.
- 5) Knowledge of systems management and process improvement.

- 6) Knowledge of the Illinois Department of Commerce & Economic Opportunity Workforce Innovation & Opportunity Act (WIOA) is preferred.
- 7) Knowledge of OMB's Uniform Grant Guidelines.
- 8) Ability to coordinate development of financial recommendations, reports, studies and presentations.
- 9) Ability to communicate effectively verbally and in writing.
- 10) Ability to work effectively across organizational boundaries.
- 11) Ability to develop and maintain effective working relationships.
- 12) Ability to formulate goals, objectives, schedules, and priorities for activities that support the accomplishment of projects and programs.
- 13) Ability to evaluate the benefits, costs, and overall impact to the budget of various proposals and solutions.
- 14) Ability to work under pressure, manage multiple priorities and meet tight deadlines.

**EDUCATION AND EXPERIENCE:**

- 1) Bachelor's degree in Accounting, Finance, Business Administration or related field. Master's degree and/or CPA is a plus and preferred.
- 2) Minimum of five years of progressive experience in financial management and analysis, project accounting or grant accounting experience is required, preferably in a governmental or grant-funded not-for-profit environment.
- 3) Minimum of five years of supervisory experience.
- 4) Experience with various grant reporting systems is a plus.

**PHYSICAL DEMANDS OF THE ESSENTIAL FUNCTIONS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Sitting, keyboarding, talking, listening, and vision are required 80% of the time.  
 Standing, walking, reaching, and bending are required about 20% of the time.

**WORKING CONDITIONS WHILE PERFORMING ESSENTIAL FUNCTIONS:**

Normal office environment where there is no physical discomfort or exposure to hazards due to temperature, dust, noise, and the like. Low levels of lifting up to 20 pounds, pushing/pulling, handling of documents and activities such as stooping or climbing are required in unusual or non-routine situations.

**EQUIPMENT USED TO PERFORM ESSENTIAL FUNCTIONS:**

Computer, printer/scanner/copier, fax machine, telephone, and calculator.

**REPORTING RELATIONSHIPS:**

Reports to: Director, Office of Community Reinvestment  
 Directs the work of: Finance & Administration Division

Blood borne Pathogen Risk Code:  None  Low  Medium  High

The above is intended to describe the general content of and requirements for the performance of this job. It is not to be construed as an exhaustive statement of duties, responsibilities or requirements. The

principal duties and responsibilities enumerated are all essential job functions except for those that begin with the word “may.”

## JOB DESCRIPTION

|                         |                                                                 |                                      |
|-------------------------|-----------------------------------------------------------------|--------------------------------------|
| <b>Job Title:</b>       | <b>Workforce Development Performance Manager and EO Officer</b> |                                      |
| <b>Department:</b>      | <b>Office of Community Reinvestment</b>                         |                                      |
| <b>FLSA Status:</b>     | <b>Full Time – Exempt</b>                                       |                                      |
| <b>Grade:</b>           | <b>269</b>                                                      | <b>Position is 100% grant funded</b> |
| <b>Bargaining Unit:</b> | <b>No</b>                                                       |                                      |

**General Summary:** The Performance Manager is a multi-functional role responsible for assessing, monitoring, and analyzing enrollment activity along with service goal and expenditure progress to ensure benchmarks and performance outcomes are achieved under the department’s workforce development programs. This includes directly evaluating the productivity of internal units and individual staff along with contracted providers and their program management. Further, this position will lead and implement quality improvement processes through reviews of operations and administrative systems and by performing a variety of specialized and structured duties that involve the collection, management, examination and reporting of data and information to ensure all activities are carried out in compliance with federal and state program regulations and adapt corresponding internal policy and procedures for effective performance and customer-centered delivery. The Performance Manager will also act as the Equal Opportunity (EO) Officer for the local area to lead the County’s obligations related to equal opportunity and non-discrimination, which includes establishing operational and customer procedures along with processing, investigating and tracking complaints and performing monitoring activities. This position is also designated as the Systems Administrator for the local workforce area and will serve as the direct liaison with the State of Illinois regarding database management, the Illinois Workforce Development System (IWDS), along with the performance accountability system, which includes being a subject matter expert regarding application of the Statistical Adjustment Model (SAM) and leading annual performance metric negotiations.

Reporting to the Assistant Director for Workforce Development (will report directly to the Director when a potential EO conflict exists), the Performance Manager will provide leadership to and collaborate with program managers, program staff, finance team and contracted providers to ensure effective outcomes, establish reasonable policies and procedures, maintain compliance and inform strategic decisions. This position requires extensive knowledge of the Workforce Innovation and Opportunity Act (WIOA) framework and its principles, strong analytical skills, ability to set-up and maintain management information systems and effective communication.

External and internal reporting may include correspondence/communication with the following stakeholders:

- Federal agencies, such as U.S. Department of Labor
- State agencies, such as Illinois Department of Commerce and Economic Opportunity
- Jobs Committee of the Kane County Board
- Workforce Development Board, which maintains at least an Executive Committee, Youth Committee, and One-Stop Committee

In addition, the Workforce Development Division is a collaborating partner, member and/or direct contributor within the following groups and the Performance Manager may engage individuals from these entities:

- Illinois Workforce Partnership (IWP)
- Workforce Partners of Metropolitan Chicago (WPMC)

Updated: 02/2024

- Northern Illinois Workforce Coalition (NIWC)
- One-Stop Operator Consortium (Partner Lead)

**ESSENTIAL FUNCTIONS, DUTIES AND RESPONSIBILITIES:**

1) Data Collection and Analysis:

- Executes and manages functional processes to evaluate performance of workforce programs and initiatives using quantitative and qualitative analysis, including designing methods for appraisal of employment outcomes, program performance and effectiveness.
- Creates customized Illinois Workforce Development System (IWDS) reports using Crystal Software to design queries that capture customer data to assist case managers with caseload management.
- Establishes procedures for standardized distribution of data, progress reports and identification of corrective action required.
- Evaluates fiscal training obligations, which includes Individual Training Accounts (ITAs) and Work-Based Learning (WBL) expenditures.
- Monitors the progress of program participants and assess the effectiveness of training and work-based programs.
- Designs and implements program evaluation methodologies to assess long-term impact and outcomes and to inform strategic decisions and improvements.
- Collaborates with management and program units to access and analyze data sources to produce, refine, and promote the use of key reports related to programmatic performance.
- Develops, writes, and edits program reports and briefs to deliver actionable and easily understandable findings for leadership and stakeholders.

2) Information Systems Management and Technical Assistance:

- Performs state-mandated System Administrator functions, which includes overseeing access to all state and local systems on behalf of staff, configuring workstations and troubleshooting problems along with maintaining MIS contact duties for local area on behalf of the DCEO.
- Maintains department software accounts.
- Oversees all functionality of the internal customer relationship management (CRM) system and maximizes its efficiency and use, which includes being the liaison for staff and performing general coding based on internal needs.
- Monitors participant enrollment, service activities, two-way communication and data entry standards along with quality file/case maintenance efforts and eligibility determinations to ensure priority of service is maintained for Adult and Youth programs and accurate activities are recorded in all systems to ensure data integrity is maintained.
- Establishes and implements written procedures and safeguard measures/protocols that define system management actions, which include coordinating these efforts with program management for the development and subsequent communication to program staff and contracted providers.
- Provides routine technical assistance to ensure that all staff and contracted providers are properly trained to effectively implement and/or sustain project activities.
- Provides training to new program staff, including contracted providers, on client database systems that are used for participant enrollment in WIOA and Trade programs, which include IWDS, IBIS, IPATS along with local CRM and spreadsheet tracking tools.
- Organizes and facilitates case manager meetings (youth, adult and dislocated worker) with training to discuss new procedures, best practices, performance goals, State policy changes and service enrollment progress.
- Ensures procedures and measures are established to secure private information (PII).

Updated: 02/2024

3) Performance Management and Operational Strategy Development:

- Serves as the primary program and policy compliance lead subject matter expert for WIOA-funded programs, which includes leading negotiations with State representatives on performance measures for the local area and during times of State monitoring.
- Works in partnership with program managers to identify key performance indicators, metrics, service requirements, state policy changes and develop corresponding internal strategies for programmatic delivery and oversight.
- Evaluates productivity and progress compared to annual goals/deliverables/performance for both internal units and individual staff along with contracted providers and their program managers.
- Monitors execution of annual operational plans and initiates goal setting timelines for overall programmatic achievement, which includes offering strategic delivery options for unit managers.
- Approves program exits and assures compliance with performance outcomes, which includes creating and maintaining detailed tracking tools that inventory individual customers and their performance progression through the federal/state required measures.
- Keeps administrative team updated on status of performance measures and creates a plan of action if any measure is not projecting to be met.
- Conducts analysis of programmatic delivery from one-stop activity through service enrollment and exit, and assists the Assistant Director in designing and implementing programmatic adjustments and strategy enhancements to support strategic objectives and optimize outcomes.
- Presents data-driven insights to management that aids in the evaluation of program effectiveness and areas for enhancement.
- Identify areas for process improvement and innovation to enhance program performance and participant outcomes.
- Assists in the development of procurement actions, which includes defining the scope of work for bidding and/or subsequent contract implementation.
- Communicates with other workforce areas and partner organizations to exchange information and best practices.

4) Policy Development:

- Acquires knowledge and maintains subject-matter expertise on relevant workforce legislation and regulations that impact the local area and its operations.
- Analyses federal and state policy guidance and leads the development of local policies and procedures that guide and govern the operational execution and delivery of individual program services.
- Annually examines existing policies and proposes edits/changes to address program challenges and customer needs, which includes drafting policy language for the local Workforce Development Board to consider.

5) Quality Control and Compliance Monitoring:

- Establishes department-wide monitoring and quality checks standards, which includes creating tools that track efforts and resulting outcomes.
- Tracks and manages day-to-day performance interactions with staff and contracted providers to ensure department meets or exceeds all mandated performance measures.
- Prepares user-friendly analytic tools, reports, and visualizations showing status and trends for performance measures that support organizational objectives.

- Performs annual file monitoring and data validation to ensure compliance with federal, state, and local regulations, which includes reporting findings to program unit managers along with the Assistant Director.
- Conducts special audits and reviews as necessary and/or determined by program managers or the Assistant director.
- Assesses the effectiveness of quality control standards, proactively identifies problem areas or issues and offers timely solutions for corrections or where technical assistance will be applied.

6) Equal Opportunity and Program Complaint Requirements:

- Serves as the Equal Opportunity (EO) Officer for the local workforce area providing a high-level of professionalism and objectivity.
- Fully develops Methods of Administration (MOA) for submittal to State EO Officer and ensures standards are maintained throughout the program year.
- Investigates and addresses EO/ADA complaints or allegations of discrimination by customers, identifies problem and responds with recommendations for corrective action to Director and/or Assistant Director for Workforce Development.
- Attends State-sponsored meetings and workshops for EO Officers.
- Conducts regular EO/ADA monitoring/assessments of sub-recipients and training providers to ensure compliance with federal law related to Title VI of the Civil Rights Act, Title IX of the Education Amendments Act, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act (ADA).
- Provides guidance and training to staff and partners on equal opportunity and non-discrimination requirements, which include corresponding programmatic strategies.
- Maintains records and documentation related to equal opportunity efforts, complaint investigations, and program compliance.
- Prepares reports for internal and external stakeholders regarding compliance with equal opportunity regulations.
- Reviews local area policies and procedures to ensure nondiscriminatory action results.
- Stays current with changes in federal regulations, guidelines, and best practices related to equal opportunity and workforce development.
- Handles program-related customer complaints and coordinates resolution with program unit management and/or contracted providers.

7) Other duties as assigned.

**KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:**

- 1) In-depth and advanced WIOA understanding in order to solve complex problems, make informed decisions and provide valuable insights.
- 2) Proficiency in systems and performance management tools along with advanced skills in Microsoft office software, particularly Excel.
- 3) Strong attention to detail and solid organizational skills.
- 4) Expertise in interpreting and applying regulations, policy guidance and eligibility guidelines, which includes maintaining proficiency in Equal Opportunity laws.
- 5) Proficiency in evaluating data and program compliance with excellent communication skills to correspond verbally and in writing, which includes accurately preparing reports and memos.
- 6) Prioritizes and performs quality work within deadlines and without direct supervision.
- 7) Ability to work effectively across organizational boundaries and maintain cooperative relationships.

**EDUCATION AND EXPERIENCE:**



- 1) Bachelor's degree in Accounting, Finance, Business Administration or related field. Master's degree is a plus.
- 2) Progressively responsible WIOA experience or equivalent is required.

**PHYSICAL DEMANDS OF THE ESSENTIAL FUNCTIONS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Sitting, keyboarding, talking, listening, and vision are required 80% of the time.  
Standing, walking, reaching, and bending are required about 20% of the time.

**WORKING CONDITIONS WHILE PERFORMING ESSENTIAL FUNCTIONS:**

Normal office environment where there is no physical discomfort or exposure to hazards due to temperature, dust, noise, and the like. Low levels of lifting up to 20 pounds, pushing/pulling, handling of documents and activities such as stooping or climbing are required in unusual or non-routine situations.

**EQUIPMENT USED TO PERFORM ESSENTIAL FUNCTIONS:**

Computer, printer/scanner/copier, fax machine, telephone, and calculator.

**REPORTING RELATIONSHIPS:**

Reports to: Assistant Director for Workforce Development  
Directs the work of: N/A

Blood borne Pathogen Risk Code:  None  Low  Medium  High

The above is intended to describe the general content of and requirements for the performance of this job. It is not to be construed as an exhaustive statement of duties, responsibilities or requirements. The principal duties and responsibilities enumerated are all essential job functions except for those that begin with the word "may."

# JOB DESCRIPTION

**Job Title:** Workforce Development Contract Manager  
**Department:** Office of Community Reinvestment  
**FLSA Status:** Full Time – Exempt  
**Grade:** 268 **Position is 100% grant funded**  
**Bargaining Unit:** No

**General Summary:** The Contract Manager is a professional that performs and manages a variety of administrative, programmatic, developmental, and liaison-type responsibilities to design and implement various contracting and special projects, grants and/or initiatives related to the activities required of the local workforce area of Kane, DeKalb, and Kendall Counties and for effective service delivery under the Workforce Investment under the Workforce Innovation and Opportunity Act (WIOA).

Under the direction of the Assistant Director for Workforce Development, this position will lead operational activities of assigned projects and grants related to procurement, contract development and management, contractor engagement, programmatic implementation and/or departmental integration, expense reimbursement, technical assistance along with compliance, oversight and monitoring support. The Contract Manager will be the primary contact for assigned vendors, subgrantees and/or service providers to communicate information regarding programmatic delivery components and requirements, policy application along with contract performance, and will ensure progress is accomplished to optimize successful outcomes. Responsibilities may also include assisting in creating and maintaining workforce-based partnerships, supporting the creation of programmatic strategies, developing statements of work and deliverables, generating and analyzing information related to project status, progress, objectives, and goals, preparing project reports and ensuring funds are expended efficiently and costs are reasonable, allowable, and justifiable.

This position requires exemplary interpersonal and written communication skills, an ability to work cooperatively and in a supportive manner within multidisciplinary teams, effective engagement of contracted providers and strong ability to problem solve while applying complex and highly technical grant regulations.

External and internal reporting may include correspondence/communication with the following stakeholders:

- Federal agencies, such as U.S. Department of Labor
- State agencies, such as Illinois Department of Commerce and Economic Opportunity
- Jobs Committee of the Kane County Board
- Workforce Development Board, which maintains at least an Executive Committee, Youth Committee, and One-Stop Committee

In addition, the Workforce Development Division is a collaborating partner, member and/or direct contributor within the following groups and the Performance Manager may engage individuals from these entities:

- Illinois Workforce Partnership (IWP)
- Workforce Partners of Metropolitan Chicago (WPMC)
- Northern Illinois Workforce Coalition (NIWC)
- One-Stop Operator Consortium (Partner Lead)
- Area Planning Councils (APC)

Updated: 02/2024

### **ESSENTIAL FUNCTIONS, DUTIES AND RESPONSIBILITIES:**

Contract Managers will manage a combination and range of responsibilities, based on the assigned projects that will be dependent on department demands and customer needs. For the Contract Manager, these may include the following functions and corresponding duties:

#### 1) Procurement Activities and Grant Applications:

- Assists in developing solicitations (RFPs, RFQs, etc.) and procurement documents, which may include researching best practices, innovative program designs and nationwide RFP models to develop the scope of work.
- Participates in proposal review process and development of contract recommendations.
- Reviews and analyzes funding opportunities/awards/allocations and provides management detailed project overviews and potential organizational impact through prepared summaries.
- Identifies partnership or collaborative opportunities to leverage to support funding applications.
- Supports the creation of corresponding programmatic strategies and coordinates operational planning efforts.
- Organizes, develops and assists with completing corresponding applications, proposals, statements of work, deliverables, line-item budgets or cost estimates and work plans as required.

#### 2) Contractor Engagement and Management:

- Requests, reviews, and assists in the approval of plans developed by vendors, subgrantees, service providers, and contractors to implement grants and projects.
- Assists with establishing priorities, goals and work plans to achieve the desired outcomes.
- Identifies target populations and works to develop effective strategies to reach and serve them.
- Engages contractors to ensure timely service plan and expenditure progress is accomplished with desirable outcomes obtained.
- Actively assists with obtaining and analyzing service trends along with the identification of service-delivery needs and/or best practices for implementation.
- Authorizes participant-related program activities where appropriate.
- Ensures proper documentation and record keeping of participant activities and/or services provided into the case management system and local customer database.
- Ensures proper documentation and record keeping of participant activities and/or services provided into the case management system and local customer database.
- Identifies potential programmatic risks associated with contracted initiatives and works with management to proactively mitigate, which may include creating additional systems along with providing training and technical assistance to contracted staff.
- Develops and implements techniques for evaluating progress and identifying potential problems, trends and successful practices.
- Develops recommendations for innovation and improvement and implements approved actions.
- Facilitates implementation of service delivery enhancements, program changes and/or corrective action.
- Prepares and processes contracts and contract modifications.
- Fosters a positive and collaborative work environment.

#### 3) Special Grants and/or Project Planning:

- Provides direct planning and implementation oversight of assigned grants and/or projects, which includes developing the scope, deliverables, timelines, budgets, services and/or products, and performance metrics.
- Coordinates with fiscal unit to establish documentation support and reimbursement procedures.

Updated: 02/2024

- Assists with managing project budgets, which includes the tracking of expenditures and ensuring funds are expended efficiently and costs are reasonable, allowable, and justifiable.
- Fosters relationships with partner organizations, stakeholders and funding agencies where applicable and necessary.
- Develops and implements outreach and recruitment strategies, which may include directly assisting with corresponding activities, such as, facilitating program presentations, promoting awareness and creating program content material for distribution.
- Supports on-going implementation by developing procedures and providing technical assistance, clarifications, and guidance to ensure programs/grant compliance with related rules, regulations, policies, and guidance.
- Monitors progress, identifies challenges and implements corrective actions after consultation with the Assistant Director.
- Collects quarterly performance data and outcomes, and prepares project reports with communication updates/publications.

4) Compliance, oversight and monitoring support:

- Collect, analyze, and report data on project activities, participant outcomes, and performance metrics.
- Support the development of data collection tools and systems to track participant progress and measure program effectiveness.
- Generate regular reports for project stakeholders, funding agencies, and other partners.
- Identify trends, patterns, and areas for improvement based on data analysis.
- Ensure compliance with data reporting requirements and maintain accurate records.
- Support program evaluation efforts and contribute to continuous quality improvement initiatives.
- Analyzes processes and implements policy and procedures to optimize program performance.
- Coordinates the implementation of monitoring standards and assists with performs routine compliance and quality checks with contracted providers.
- Collects quarterly performance data and outcomes from contractors.
- Maintains knowledge of applicable federal, state and local laws, regulations and policies related to workforce programs.

5) Program Development and Continuous Improvement:

- Contributes with the planning, design, implementation and management of workforce career and training initiatives delivered within the local area.
- Assists with establishing priorities, goals and work plans to achieve the desired outcomes.
- Identifies target populations and works to assist in developing effective strategies to reach and serve them.
- Actively assists with obtaining and analyzing service trends along with the identification of service-delivery needs and/or best practices for implementation.
- Assists with identifying, creating/building and maintaining of workforce-based partnerships.
- Identify opportunities for programmatic enhancement and process improvement based on project and contracted delivery outcomes.
- Participate in best practice discussions, webinars/seminars and events to inform planning efforts.

6) Other duties as assigned.

**KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:**

- 1) Advanced knowledge of the WIOA regulations, federal and state policies, workforce development principles and theories along with employment trends.
- 2) Ability to formulate goals, objectives, schedules, and priorities for activities that support the accomplishment of projects and programs.
- 3) Strong ability to problem-solve and think critically while applying complex and highly technical grant regulations.
- 4) Proficiency in data management.
- 5) Strong attention to detail and organizational skills with the ability to manage multiple tasks simultaneously.
- 6) Ability to collaborate with diverse stakeholders and build partnerships.
- 7) Knowledge of systems management and process improvement.
- 8) Ability to communicate effectively verbally and in writing.
- 9) Ability to work effectively across multidisciplinary teams and maintain effective working relationships.

**EDUCATION AND EXPERIENCE:**

- 1) Bachelor’s degree in Accounting, Finance, Business Administration or related field.
- 2) Two years of experience delivering direct services under WIOA.
- 3) Experience in procurement, grant and/or contract management preferred along with the ability to analyze information and data.

**PHYSICAL DEMANDS OF THE ESSENTIAL FUNCTIONS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Sitting, keyboarding, talking, listening, and vision are required 80% of the time.  
 Standing, walking, reaching, and bending are required about 20% of the time.

**WORKING CONDITIONS WHILE PERFORMING ESSENTIAL FUNCTIONS:**

Normal office environment where there is no physical discomfort or exposure to hazards due to temperature, dust, noise, and the like. Low levels of lifting up to 20 pounds, pushing/pulling, handling of documents and activities such as stooping or climbing are required in unusual or non-routine situations.

**EQUIPMENT USED TO PERFORM ESSENTIAL FUNCTIONS:**

Computer, printer/scanner/copier, fax machine, telephone, and calculator.

**REPORTING RELATIONSHIPS:**

Reports to: Assistant Director for Workforce Development  
 Directs the work of: N/A

Blood borne Pathogen Risk Code:  None  Low  Medium  High

The above is intended to describe the general content of and requirements for the performance of this job. It is not to be construed as an exhaustive statement of duties, responsibilities or requirements. The principal duties and responsibilities enumerated are all essential job functions except for those that begin with the word “may.”





## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

### Title

Awarding Real Estate Broker Services to Jones Lang LaSalle Americas, Inc.

### **Committee Flow:**

County Board

### **Contact:**

Roger Fahnestock, 630.232.3571

### **Budget Information:**

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

### **Summary:**

The resolution approves the award of the contract for real estate broker services, in response to RFQ 24-043, to Jones Lang LaSalle Americas, Inc.