



McHenry County
Finance & Audit - Public Meeting
AGENDA

September 4, 2025, 8:30 AM
County Board Conference Room
Administration Building, 667 Ware Rd., Woodstock, IL 60098

Pages

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Roll Call
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4. **MEMBERS' COMMENTS**
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13.	ADJOURNMENT	



McHenry County
Finance & Audit - Public Meeting
MINUTES

August 7, 2025, 8:30 AM
County Board Conference Room
Administration Building, 667 Ware Rd., Woodstock, IL 60098

Members Present: Michael Skala, Brian Sager, Carolyn Campbell, John Collins, Terri Greeno,
Larry Smith

Members Absent: Eric Hendricks

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1. CALL TO ORDER

Meeting called to order at: 8:31 A.M.

Also present: Peter Austin, County Administrator; Scott Hartman, Deputy County Administrator; Kerri Wisz, CFO; Adam Wallen, Director of Planning and Development; Michael Rein, Coroner; Sandra Salgado, Sheriff's Office Business Manager; Melissa Adamson, Health Administrator; Alex Benitez, Chief County Assessment Officer; Joe Tirio, County Clerk/Recorder; Adam Letendre, Director of Procurement and Special Services; Lisa Ryan, SAO Administrative Manager; Suzanne Ziebart, Director of HR; Chris Chrzanowski, Assistant State's Attorney; Kerrie Johnson, Senior Financial Analyst.

Mover: Campbell

Second: Smith

To allow the remote attendance of Mr. Sager.

Aye (5): Skala, Campbell, Collins, Greeno, and Smith

Abstain (1): Sager

Absent (1): Hendricks

Recommended (5 to 0)

2. MINUTES APPROVAL

Mover: Collins

Second: Greeno

To approve the minutes from the July 3, 2025, meeting.

Aye (6): Skala, Sager, Campbell, Collins, Greeno, and Smith

Absent (1): Hendricks

Recommended (6 to 0)

2.1 Finance & Audit - Public Meeting - July 3, 2025 8:30 A.M.

3. PUBLIC COMMENT

Joe Tirio, County Clerk, regarding resolution 7.4

4. MEMBERS' COMMENTS

None.

5. NEW BUSINESS

None.

6. PRESENTATION

None.

7. ROUTINE CONSENT AGENDA

Mover: Greeno

Second: Collins

To approve the remaining items of the routine consent agenda.

Aye (5): Skala, Campbell, Collins, Greeno, and Smith

Absent (2): Sager, and Hendricks

Recommended (5 to 0)

7.2 Resolution Authorizing the Professional Services and Appropriate Funds to Establish Watershed-Based Plan Request for Qualifications (10)

Mover: Greeno

Second: Collins

To approve the professional services and fund appropriation to engage with Baxter and Woodman Consulting Engineers to provide services necessary to define a Watershed-Based Plan request for qualifications

Recommended

7.6 Resolution Renewing a Memorandum of Understanding Between McHenry County and McHenry County Council of Governments for County Coordinator (18)

Mover: Greeno

Second: Collins

To approve the Resolution renewing a Memorandum of Understanding Between McHenry County and McHenry County Council of Governments for County Coordinator.

Recommended

- 7.7 Confirming Resolution Explaining the Veterans Assistance Commission's Emergency Purchase of a Wheelchair Access Van (22)

Mover: Greeno

Second: Collins

To approve a resolution explaining the Veterans Assistance Commission's emergency purchase of a wheelchair access van.

Recommended

- 7.9 Resolution Approving Entering into an Intergovernmental Agreement Between the County of McHenry, The McHenry County Sheriff and The Village of Port Barrington for Police Services (32)

Mover: Greeno

Second: Collins

Approve intergovernmental agreement for continued Police services provided by the County Sheriff Deputies to the Village of Port Barrington.

Recommended

- 7.12 Resolution Authorizing the Emergency Appropriation of \$6,000 in award funding from AgeGuide for the Foundation for Aging Grant (51)

Mover: Greeno

Second: Collins

Request that the County Board authorize the emergency appropriation of \$6,000 in new award funding for the AgeGuide Foundation for Aging Grant.

Recommended

- 7.13 Resolution Authorizing the Emergency Appropriation of \$6,000 in WIC Farmers' Market Grant Funding to the Department of Health's FY2025 Budget (51)

Mover: Greeno

Second: Collins

To approve the addition of \$6,000 in Illinois Department of Human Services WIC Farmers' Market Grant award to the Department of Health's FY2025 budget.

Recommended

- 7.14 Resolution to Approve Comcast Ethernet Network Service for the McHenry County Division of Transportation and Valley Hi Nursing Home (82 & 61)

Mover: Greeno

Second: Collins

To approve Resolution for Comcast Ethernet Service for the McHenry County Division of Transportation and Valley Hi Nursing Home.

7.1 Resolution Granting a Waiver of Partial Application Fee for Map Amendment (O'Toole) (10)

Pulled for discussion by Mr. Smith

Adam Wallen, Director of Planning and Development, joined the committee to discuss the resolution.

Mr. Smith asked about a recent request for a zoning fee refund. He noted that the case had come before the PED Committee on Tuesday. The property owners were refinancing their house and needed to change the zoning from B1 to R1. The zoning fee was \$1,250, and they requested a refund of half the amount, arguing that the situation was not their fault. He asked Mr. Wallen for clarification on the matter.

Mr. Wallen explained that the issue was primarily procedural and acknowledged that he had failed to follow up. Since the request had not passed the PED Committee, it had no requirement to move forward. He apologized for not clarifying this earlier and noted that, like any other fee waiver, if it had been approved, it would have been forwarded to the County Board or the relevant county committee.

Mr. Smith confirmed his understanding, asking if the request had indeed failed in committee. Mr. Wallen confirmed that it had failed to receive a recommendation. He explained that he realized shortly after the meeting that he owed clarification.

Mr. Smith then suggested moving to table the item so that it could be formally removed from the agenda, acknowledging that some action was necessary because it had appeared on a posted agenda.

***The Planning, Environment & Development Committee did not approve the permit fee waiver. In accordance with the fee ordinance, the request does not advance to the County Board.*

Mover: Smith

Second: Greeno

The resolution authorizing a partial waiver of application fees in the amount of \$625.00 for Maegan O'Toole for a Map Amendment did not pass in the Planning, Environment, and Development Committee. As a result, it will not move forward for consideration by the County Board. The item had already been placed on the Finance & Audit Committee agenda, as it fell within the 48-hour posting window following the PED meeting.

Aye (5): Skala, Campbell, Collins, Greeno, and Smith

Absent (2): Sager, and Hendricks

Tabled (5 to 0)

7.3 Reclassification of the Community Development Specialist I and Community Development Specialist II roles to a Community Development Specialist (10)

Pulled for discussion by Ms. Campbell.

Adam Wallen, Director of Planning and Development, joined the committee to discuss the resolution.

Ms. Campbell asked for clarification regarding a previous note she had made about the impact on the budget. She referenced bullet point number three, which stated that the reduction of the eight-member staff was fully supported in the budget, with reductions involving temporary employee positions and pending reclassifications. She noted that the section mentioned personnel savings in excess of a certain amount but did not provide further details.

Mr. Wallen explained that the total savings from personnel shifts and temporary employees was approximately \$26,000 for the current year. He noted that this represented funds not spent, as some temporary employees had left—one around November or December of the previous year and another about a month and a half ago. He added that as assignments were restructured to full-time staff, there would be additional reductions in the Community Development budget going forward.

Mover: Smith

Seconded: Collins

To approve a resolution that reclassifies the Community Development Specialist I and II roles to a Community Development Specialist role.

Aye (5): Skala, Campbell, Collins, Greeno, and Smith

Absent (2): Sager, and Hendricks

Recommended (5 to 0)

- 7.4 Resolution Rescinding Resolutions R-202109-12-190 & R-202205-12-098 and Setting Compensation for The County Board Chairman, Clerk/Recorder, Treasurer, Sheriff, Auditor, Coroner and Clerk of the Circuit Courts (18)

Pulled for discussion by Chair Skala.

Scott Hartman, Deputy County Administrator; Joe Tirio, County Clerk; and Donna Kurtz, County Treasurer, joined the committee to discuss the resolution.

Chair Skala pulled item 7.4 for questions and discussion. He stated that although information had been provided that morning, including a spreadsheet from Mr. Hartman, he felt the committee had not had sufficient time to review it thoroughly. He requested postponing the item to the next Finance Committee meeting, noting there was no urgent time constraint. He emphasized that while the item did not impact next year's budget, it could influence future budgets, and more complete information would allow for a robust discussion. He made a motion to postpone the item. Larry seconded the motion.

Mr. Tirio commented that the spreadsheet was a good start but suggested that if he were in negotiations, he would clearly illustrate the operational efficiencies and cost savings achieved by department staff, along with revenue generated. He noted that including comparisons of past expenses versus current savings would provide a concrete picture of departmental performance, which would strengthen any presentation or negotiation. He emphasized that these details would help the board understand the tangible benefits realized for taxpayers.

Ms. Kurtz agreed with the focus on a simple presentation, highlighting cost-of-living adjustments rather than merit increases. She explained that inflation had eroded purchasing power over time, and the requested increase was intended to restore value rather than serve as a reward for performance.

Mr. Tirio reiterated that adding operational efficiencies and work product achievements would not be burdensome but would strengthen the case and help board members and the public understand the value provided by departments. Mr. Hartman noted that his approach was intentionally simple and focused on the core issue to avoid unnecessary complexity, while acknowledging the suggestions for additional detail.

Committee members expressed appreciation for the roadmap and discussion, noting that the county's strong performance was the result of both leadership and the contributions of staff. The importance of maintaining talent and recognizing cost-of-living impacts was emphasized.

Chair Skala asked if any committee members required additional information before the next meeting. No further requests were made. He then reiterated his motion to postpone item 7.4 to the next Finance Committee meeting.

Mover: Skala

Seconded: Smith

To postpone the resolution: to approve a resolution rescinding Resolutions R-202109-12-190 and R-202205-12-098 and setting compensation for the County Board Chairman, Clerk/Recorder, Treasurer, Sheriff, Auditor, Coroner, and Clerk of the Circuit Courts and bring it back for consideration next month.

Aye (6): Skala, Sager, Campbell, Collins, Greeno, and Smith

Absent (1): Hendricks

Postponed (6 to 0)

- 7.5 Resolution Rescinding Resolution R-2021-12-190 and Setting County Board Member Compensation and Access to Benefits for FY27 and Thereafter (18)

Pulled for discussion by Chair Skala.

Chair Skala noted that item 7.5 had been tabled at committee and indicated that it should not be discussed further. He made a motion to table item 7.5, which was seconded by Mr. Sager.

Mr. Sager clarified that tabling is not the same as postponement and explained that any future consideration would require a separate motion.

Chair Skala confirmed this clarification, and the motion to table was carried.

Mover: Skala

Seconded: Sager

To postpone the resolution: to approve a resolution rescinding resolution R-2021-12-190 and setting County Board Member compensation for terms beginning in December 2026 and December 2028 and bring it back for consideration next month.

Aye (6): Skala, Sager, Campbell, Collins, Greeno, and Smith

Absent (1): Hendricks

Postponed (6 to 0)

- 7.8 Resolution Authorizing a Fund Transfer from the Coroner's Fund to the General Fund and an Emergency Appropriation to the Coroner's Fund Fiscal Year 2025 Budget (31)

Pulled for discussion by Mr. Collins.

Kerri Wysz, Chief Financial Officer, and Michael Rein, County Coroner, joined the committee to discuss the resolution.

Mr. Collins requested clarification on whether the transfer had been budgeted in the budget process. Ms. Wysz confirmed that it had been budgeted, and Dr. Rein noted that the initial resolution involved transferring \$50,000 for the ballistics glass from the operating transfer fund to capital. The current resolution appeared confusing because it came after the original \$50,000 transfer had already been budgeted.

Committee members discussed whether this resolution would result in an additional \$50,000 transfer. It was clarified that the coroner intended only to use the \$50,000 already budgeted and that the resolution was not necessary for authorization, as the funds were already included in the approved budget. Members noted that the Purchasing Ordinance requires board approval for purchases over \$30,000, regardless of the source of funds, which contributed to some confusion.

Further discussion explained that tabling the resolution would remove it from consideration, whereas the coroner's fund could be used to cover necessary expenses. It was emphasized that the resolution was primarily for transparency and clarification of the use of the coroner's discretionary funds, not to authorize additional spending.

After discussion, the committee agreed that the resolution was not necessary, as the transfer had already been budgeted and could occur without further action. Chair Skala made a motion to table item 7.8, which was seconded. The motion carried, effectively removing the resolution from consideration.

Mover: Sager

To approve 50,000 transfer from the Coroner Fund (303) to the Coroner General Fund (100)

Not Recommended

Mover: Skala

Second: Collins

To table the resolution: to approve 50,000 transfer from the Coroner Fund (303) to the Coroner General Fund (100).

Aye (6): Skala, Sager, Campbell, Collins, Greeno, and Smith

Absent (1): Hendricks

Tabled (6 to 0)

7.10 Resolution Authorizing a Contract with Esther J. Egan for Grand Jury Court Reporting Services for FY26 with Two Additional Option Years (45)

Pulled for discussion by Ms. Campbell.

Lisa Ryan, SAO Administrative Manager, and Kevin Chrzanowski, Assistant State's Attorney, joined the committee to discuss the resolution.

Ms. Campbell asked for clarification on the resolution, specifically why there was not much background information.

Ms. Ryan and Mr. Chrzanowski provided background, explaining that the item related to a three-year contract in place since 2017. They noted that the funding would come from contractual services and would not increase the department's budget, which would be reviewed during the upcoming budget presentation. Ms. Ryan added that although past resolutions had not always included backup pages, she could have one prepared for this item to provide clarity and consistency.

Ms. Campbell stated that having the summary and budget impact information added to the resolution would be helpful, but did not hold up the vote over its absence. The committee agreed that including the additional information after the fact would be acceptable.

Mover: Smith

Second: Skala

To approve a resolution authorizing a contract with Esther J. Egan for Grand Jury Court Reporting services for FY26 with two additional option years.

Aye (6): Skala, Sager, Campbell, Collins, Greeno, and Smith

Absent (1): Hendricks

Recommended (6 to 0)

7.11 Resolution Authorizing Entry into A Contract with Axon Enterprise, Inc. for Storage of Digital Evidence Related to State's Attorney's Office Court Cases (45)

Pulled for discussion by Chair Skala.

Lisa Ryan, SAO Administrative Manager, and Kevin Chrzanowski, Assistant State's Attorney, joined the committee to discuss the resolution.

Chair Skala pulled the resolution for questions and discussion. Ms. Ryan and Mr. Chrzanowski explained that the resolution concerned a software contract for evidence storage and management. They noted that the original contract was for ten years, which raised concerns, but the company was one of only two capable of handling the county's evidence needs. Ms. Ryan stated that following the Law and Government Committee meeting, she contacted the company to explore a five-year option. The company agreed, providing a five-year plan at \$138,241 per year, slightly higher than the original plan due to the allocation of a one-time \$15,000 deployment cost over five years instead of ten.

Mr. Chrzanowski added that changes in the law and increased data from body cams and phone dumps had significantly accelerated storage needs, making a robust management system essential. He emphasized that the State's Attorney's Office, not the sheriff or police department, was legally responsible for maintaining evidence for various time periods depending on the crime. The company, Axon, was the only feasible option, as the alternative could not merge existing evidence and required two separate systems.

Chair Skala moved to amend the resolution to reflect a five-year commitment with annual costs of \$138,241. Mr. Collins seconded the motion. The committee approved the amendment. The modified resolution was then presented for a vote, and all members voted in favor.

After the approval of the modified resolution, Chair Skala moved back up on the agenda to item 7.8 for further discussion.

Mover: Skala

Seconded: Collins

To approve a resolution authorizing entering into a ten-year contract with AXON Enterprises, Inc. for the purchase of software for the archival and processing of data for pending and ongoing criminal and civil cases for the State's Attorney's Office, with the change of the last WHEREAS to read:

WHEREAS, the agreement with AXON will be a five (5) year commitment at the following yearly costs:

Year one: \$138,241

Year two: \$138,241

Year three: \$138,241

Year four: \$138,241

Year five: \$138,241

Aye (6): Skala, Sager, Campbell, Collins, Greeno, and Smith

Absent (1): Hendricks

Recommended with Changes (6 to 0)

Mover: Smith

Seconded: Sager

To approve the resolution authorizing entering into a ten-year contract with AXON Enterprises, Inc. for the purchase of software for the archival and processing of data for pending and ongoing criminal and civil cases for the State's Attorney's Office as amended.

Aye (6): Skala, Sager, Campbell, Collins, Greeno, and Smith

Absent (1): Hendricks

Recommended (6 to 0)

8. FY26 BUDGET REVIEWS

8.1 Supervisor of Assessments

Alejandro Benitez, Chief County Assessment Officer, joined the committee members for a presentation of the FY25-26 Supervisor of Assessments budget (contained in the meeting packet). Various department funds were reviewed, along with FY25-26 performance indicators.

It was the consensus of the committee to advance the Supervisor of Assessments budget to the full County Board as presented.

Approved by Voice

8.2 County Clerk

Joe Tirio, County Clerk, joined the committee members for a presentation of the FY25-26 County Clerk budget (contained in the meeting packet). Various department funds were reviewed, along with FY25-26 performance indicators.

It was the consensus of the committee to advance the County Clerk budget to the full County Board as presented.

Approved by Voice

8.3 County Recorder

Joe Tirio, County Clerk, joined the committee members for a presentation of the FY25-26 County Recorder budget (contained in the meeting packet). Various department funds were reviewed, along with FY25-26 performance indicators.

It was the consensus of the committee to advance the County Recorder budget to the full County Board as presented.

Approved by Voice

9. ADVANCE McHENRY COUNTY

Kerri Wisz, Chief Financial Officer, and Kerrie Johnson, Senior Financial Analyst, joined the committee to discuss Advance McHenry County.

Ms. Johnson and Ms. Wisz presented the update. An update had been sent out to everyone the previous day. The quarterly and annual reporting had been completed, and it was noted that everything was moving along well. A total of just over 66% of the funds had been spent. Calls were being scheduled with each of the recipients, likely every other month, to stay on top of progress and determine if there was anything they needed. Many of the water and sewer projects had already begun, and reimbursements were starting to come in.

Another major construction project was with New Directions. They had experienced difficulties finding land to build their facility, but they had since acquired the land and permits, and construction had started. Everything was reported as moving forward positively.

One member apologized for not reviewing the email in advance and stated they were scanning through it during the meeting. It was confirmed that overall, things were progressing well. However, it was acknowledged that a few in-house projects might not fully utilize their allocations. Discussions were taking place with Bronner Group to reevaluate and consider reallocating funds if necessary, in accordance with the rules.

Another member requested that future updates include the date the report was generated. Although the emails were dated, having the report itself dated would make it easier to reference and compare past updates. Appreciation was expressed for the effort in compiling the information.

It was confirmed that there were no major concerns at the time. One example of a challenge was with Kids in Need. It was explained that the concern was not about their ability to spend the funds, as they had already done so, but rather their difficulty in submitting reimbursements due to limited staffing. A new executive director was in place and was working to sort through the process, and it was expected that reimbursements would begin moving forward. Similar situations existed with other smaller non-profits, where the issue was not with spending the funds but with delays in paperwork. Despite these minor challenges, nothing was identified as alarming or cause for concern.

10. OLD BUSINESS

None.

11. DISCUSSION

None.

12. REPORTS

12.1 Chief Financial Officer

Kerri Wisz, Chief Financial Officer, joined the committee to discuss the report.

Ms. Wisz reported that she was still pleased with the outcome of the single audit from the prior month. She stated that Baker Tilly had conducted fieldwork for the single audit right after the Fourth of July. She explained that the single audit was a federal requirement for any government receiving more than one million dollars in federal awards, and it focused specifically on those federal programs.

She noted that Baker Tilly had selected five programs for review this year, which was unusual, since the County's contract typically covered only two programs. The additional three programs resulted in an extra cost of just under \$20,000. Ms. Wisz stated that this year's single audit was much more intense than in past years, with Baker Tilly conducting deep dives into the five programs. She believed the program selection list likely came directly from federal agencies.

She recognized the efforts of staff who managed the audit process, including Laura Heuer from Workforce, Erik Cichon, Brandon Kyker, and Sarah Ponitz from Community Development, Scott Hennings from the Department of Transportation, and Kerrie Johnson from ARPA. She commended them for their

work with the auditors and for demonstrating the strength of their internal processes. She emphasized that the payoff of strong processes was evident in the results—there were no findings in any of the audited programs.

Ms. Wisz described the process as overwhelming at times, but ultimately a confirmation of the quality of work being done. She also mentioned Crystal Habbey, who was given the opportunity to take a lead role to gain experience, noting that the single audit was similar to a mini financial audit.

A member of the committee stated that the positive results reflected the strong processes that had been put in place and recognized the excellent work of all staff involved. Ms. Wisz agreed, adding that it was important to remain diligent with federal awards, as audits often focused in surprising detail on specific areas. She shared that one Baker Tilly auditor had spent an entire day at Workforce reviewing eligibility files, demonstrating the thoroughness of the process.

She reported that Baker Tilly would issue the final single audit report around August and confirmed that the firm would not be presenting it formally, though members were welcome to reach out to them directly with any questions.

She concluded her report by noting that the audit had been completed successfully and then transitioned the discussion to the budget process, which she stated was the next item of focus.

12.2 Contingency Reports

None.

12.3 Economic Development Corporation

Chair Skala announced that Jean Schober had passed away. Her funeral was scheduled for Monday, from 4:00 to 7:00 p.m., at a funeral home in Cary. He noted that she had experienced medical issues, transitioned to hospice care a few days prior, and then passed away. He stated that he would be attending the funeral and mentioned that anyone else who wished to attend could obtain the details.

Chair Skala reported that there was no confirmed speaker yet for the dinner on November 12. He explained that there were several strong candidates under consideration, but budgetary issues were being reviewed since speakers required varying honorariums. He emphasized the need to balance affordability with the message the committee wanted to convey.

He stated that work would soon begin on a strategic plan and that he had attended a meeting the previous week to discuss what that process would look like and the anticipated timeline.

He further noted that the Nominating Committee was actively preparing a slate of individuals for both the Executive Board and the regular board. He asked if there was anything else that needed to be addressed.

12.4 Naturally McHenry County

Scott Hartman, Deputy County Administrator, joined the committee to discuss the report.

It was noted that Naturally McHenry County would be meeting that afternoon at the MCC Catalyst Campus in Woodstock at 3:30 PM. Key items on the agenda included the finalization of the strategic plan with MCDC and review of a revised budget. It was stated that the state grant came in \$17,000 higher than the previous year, allowing for a budget revision and allocation of additional dollars.

The annual Naturally McHenry County Dinner was scheduled for October 2 at the Old Courthouse. Attendees were advised to watch their emails for information, as tickets would be limited and expected to sell quickly. It was noted that purchasing tickets by August 22 would provide a \$25 discount. The theme of the dinner would be “Roaring 20s.”

13. EXECUTIVE SESSION (AS NECESSARY)

None.

14. ADJOURNMENT

Mover: Greeno

Second: Collins

To adjourn the meeting at 10:22 A.M. -TCCazares

Aye (6): Skala, Sager, Campbell, Collins, Greeno, and Smith

Absent (1): Hendricks

Recommended (6 to 0)

RESOLUTION

Resolution Establishing the Fiscal Year 2025/2026 Pay-For-Performance Guidelines (9)

WHEREAS, the fiscal year 2025/2026 budget includes a 3.25% merit pool for all regular non-represented full and part-time employees who have not received a reclassification or other salary adjustment in the fiscal year 2025/2026 budget process; and

WHEREAS, 3.25% is a set-aside pool of money by the County Board for approved pay-for-performance increases, and these dollars cannot be used for any other purpose without County Board approval; and

WHEREAS, the Administrative Services and Finance and Audit Committees have reviewed the 2025/2026 Pay-for-Performance Guidelines as attached.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that the 2025/2026 Pay-for-Performance Guidelines have been adopted and that the Director of Human Resources is authorized to implement and enforce the Fiscal Year 2025/2026 Pay-for-Performance Guidelines (attached hereto and made part hereof); and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the Department Heads, Elected Officials, Director of Human Resources, County Administrator, Deputy County Administrator, and Chief Financial Officer.

DATED at Woodstock, Illinois, this 16th day of September, A.D., 2025.

Michael Buehler, Chairman
McHenry County Board

ATTEST:

Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Resolution Establishing the Fiscal Year 2025/2026 Pay-For-Performance Guidelines (9)

Board / Committee Action Requested:

Adopt the 2025/2026 Pay-for -Performance Guidelines and authorize the Director of Human to implement and enforce the Fiscal Year 2025/2026 Pay-for-Performance Guidelines

Background and Discussion: The fiscal year 2025/2026 budget includes a 3.25% merit pool for all regular non-represented full and part-time employees who have not received a reclassification or other salary adjustment in the fiscal year 2025/2026 budget process.

Impact on Human Resources: None

Impact on Budget (Revenue; Expenses, Fringe Benefits): None

Impact on Capital Expenditures: None

Impact on Physical Space: None

Impact on Other County Departments or Outside Agencies: Will be given a deadline to complete performance reviews and assign merit increases.

Conformity to Board Ordinances, Policies and Strategic Plan: Yes

MCHENRY COUNTY FY 2025-26 PAY-FOR-PERFORMANCE GUIDELINES

1. **Base Salary: Effective** May 21, 2024 (R202405-09-097), the County Board established the current McHenry County Classification and Compensation System for all non-union McHenry County employees, including department heads.

Base salaries for all employees shall be part of the system, except for Mental Health (708) Board employees, Veterans Assistance Commission (VAC), and employees covered by a collective bargaining agreement.

2. **Pay-For-Performance:** The performance appraisal system is a mechanism to document and measure the performance of an employee. During FY 2025/2026, all eligible employees shall be eligible for an increase to their base salary based on performance. There shall be a merit pool for each department to be utilized for all eligible employees and a specific merit pool for all appointed department heads. Allocation of pay-for-performance adjustments shall be based on the procedures and criteria listed below:

- A. An employee's base salary shall not be below the minimum or exceed the maximum salary for the grade and corresponding range to which their position has been assigned.
- B. To maintain an equitable merit process, employees hired during the fiscal year may be awarded merit for performance based on the following schedule:

Merit Increases for New Hires	
Hire Date	% of Maximum Merit
12/1/24 through 2/28/25	100%
3/1/25 through 5/31/25	75%
6/1/25 through 9/30/25	50% Or the table movement, whichever is greater.
After 9/30/2025	Not eligible for an increase

- C. An employee must receive a performance rating of at least "meets requirements" (75 points or higher), to be considered for a merit increase.
- D. The total annualized amount of merit increases granted to departments for disbursement shall not exceed 3.25% of regular full-time and regular part-time wages for FY 2025 (less elected officials, appointed department heads, employees covered by 2B, and newly approved positions, reclassifications, or adjusted employee's salaries through the current budget process)
- E. No "bonuses" or other types of adjustments may be given to employees, except as authorized by the County Board.
- F. Departments must not exceed their specific department budget for pay increases (merit allocations) authorized by the County Board.
- G. Performance Reviews and Compensation Adjustments must be completed within Kronos **and** received by the Human Resources Department no later than **November 26, 2025** for increases to be processed. Increases will be processed in accordance with any applicable payroll deadlines.
- H. Merit increases will be effective December 1, 2025.

I. Performance Appraisals:

- 1.) The presiding Judge of McHenry County Division of the 22nd Judicial Circuit is requested to complete performance appraisals for the following department heads:
 - a) Public Defender
 - b) Court Administrator
 - c) Court Services Director
- 2.) The Board of Health will complete the performance appraisal for the Public Health Administrator
- 3.) The 708 Mental Health Board will complete the performance appraisal for the Executive Director of the Mental Health Board.
- 4.) The Veteran's Assistance Commission will complete the performance appraisal for the Superintendent of the Veteran's Assistance Commission.

3. Performance Ratings: Increases must reflect the employee's performance and location on their assigned wage scale. Therefore, the following guidelines apply:

Merit Increase Matrix - Based on Performance Rating and Location on Wage Scale

RATING	Entry to 1st Q	1st Q to Mid	Mid to 3rd Q	Above 3rd Q
95 - 100 Exceeds Expectations Regularly	3.5% to 4.5%	3.25% to 4.5%	3% to 4.25%	2.75% to 4.25%
85 - 94 Always Meets Expectations	3% to 4%	2.75% to 4%	2.5% to 4%	2.25% to 4%
75 - 84 Usually Meets Requirements	2.5% to 3.75%	2.25% to 3.5%	2% to 3.25%	1.75% to 3%
0 – 75 Needs Improvement	0% to 1%	0% to 1%	0% to 1%	0% to 1%

For an employee who receives a marginal rating (below 75 points), a 90–120-day Performance Improvement Plan must be developed and submitted to the Human Resources Department with the performance appraisal.

A. For those employees that may/will have reached or exceeded the maximum allowed salary range:

1. Employees who received only a portion of the approved merit increase and have reached the maximum allowed for their salary range are eligible for the balance to be paid in 1/26 increments each pay period that they receive pay for time worked or paid leave as approved by the department head in accordance with the merit policy.
2. Employees that have reached or exceeded the maximum for their grade are eligible to receive their merit increase in 1/26 increments each pay period that they receive pay for time worked or paid leave as approved by the department head in accordance with the merit policy.

RESOLUTION

Resolution Establishing 2026 Medical and Dental Plans, Premium Cost Sharing Percentages, and Incentives for the Period of 1/1/2026 through 12/31/2026 (09)

WHEREAS, the County, as a member of the Intergovernmental Personnel Benefits Cooperative (IPBC) since 2017, retains the ability to work with the broker to modify, change, and add plans, to establish premium cost-sharing levels, and establish incentives for participation in various plans; and

WHEREAS, plans, plan designs, incentives, and cost-sharing need to be established prior to the County's annual open enrollment which will be scheduled for October; and

WHEREAS, the Director of Human Resources, Benefits and Operations Manager, the Chief Financial Officer, and the County Administrator are recommending the following changes:

- All plan designs will remain unchanged.
- BCBS HMO will experience an increase of 10.7% from 2025.
- BCBS Regular PPO will experience an increase of 7.1% from 2025.
- BCBS HSA PPO will experience an increase of 7.1% from 2025
- New BCBS BCO Plan to be added offering 0% increase from 2025
- Delta Dental plans will experience an increase of 2.4% from 2025.

WHEREAS, the Administrative Services and Finance and Audit Committee have reviewed the recommended changes.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that it hereby authorizes the recommended changes to the County's medical and Dental Plans, cost-sharing percentages, and incentives as outlined above and presented on the attached documents (documents attached hereto and made a part hereof) to be effective January 1, 2026; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to Elected Officials, Department Heads, the County Administrator, the Deputy County Administrator, and the Chief Financial Officer.

DATED at Woodstock, Illinois, this 16th day of September, A.D., 2025.

Michael Buehler, Chairman
McHenry County Board

ATTEST:

Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Resolution Establishing 2026 Medical and Dental Plans, Premium Cost Sharing Percentages, and Incentives for the Period of 1/1/2026 through 12/31/2026 (09)

Board / Committee Action Requested: Approve recommended changes to the County's Medical and Dental Plans, cost sharing percentages/costs and incentives.

Background and Discussion: Each year, we review our insurance plans and incentives in order to propose adjustments deemed appropriate to affect desired change. We decide on changes prior to open enrollment so we can start to create documents and properly educate employees. This year's changes are outlined on the attached sheet and within the body of the resolution. We are not making any plan design changes. The premium increases reflect the change in the actual premium equivalent cost.

Impact on Human Resources: Once changes are approved by the Board, HR staff will work to modify documents and make plans to educate employees prior to open enrollment in October.

Impact on Budget (Revenue; Expenses, Fringe Benefits): HMO and PPO premium equivalent costs will increase, and dental premium costs will increase, and the budget will reflect those changes.

Impact on Capital Expenditures: N/A

Impact on Physical Space: N/A

Impact on Other County Departments or Outside Agencies: N/A

Conformity to Board Ordinances, Policies and Strategic Plan: Yes

Medical-Dental Plans
BCBS-HMO-BA
BCBS-PPO
BCBS-HSA-PPO
NEW PLAN BCBS-BCO-PPO
Delta Dental Basic
Delta Dental Select
Supplemental Plans, A Hospital Indemnity Ins
The Securian-Life, ID Theft Protection
Securian Financial Accident Ins
Securian Financial Hospital Indemnity Ins
Securian Financial Critical Illness Ins
EyeMed-Vision
VSP - Vision
NCPERS Prudential- Life /IMRF
Employee Only
Employee + Spouse
Employee + Child(ren)
Employee + Family

Incentives
Insurance Waiver
Wellness Program



Blue Choice OptionsSM

Take Your Health Cost Savings to the Next Level

Blue Cross and Blue Shield of Illinois (BCBSIL) has a helpful solution to support your cost-savings strategy, including the tools to help educate your employees about their benefits with Blue Choice Options.

Blue Choice Options takes your efforts to help control health costs to the next level by encouraging employees to use a select network of independently-contracted providers in the Blue Choice OPT PPOSM network. Employees will still have the choice to use the larger PPO network but will pay a greater share of the cost. Blue Choice Options also gives employees the confidence to choose the trusted name of BCBSIL, which has been serving members for over 75 years.

How Blue Choice Options Works

Blue Choice Options is designed to encourage your employees to make consumer-directed decisions about their health care.

This is a unique PPO plan that offers a wide choice of independently-contracted doctors and hospitals, yet Blue Choice Options is priced significantly lower than other standard PPO plans.

Here's How it Works

- **Tier 1** — If the member elects to use a provider in the Blue Choice OPT PPO, a smaller, select network they pay the least out-of-pocket expenses.
- **Tier 2** — The member pays additional out-of-pocket costs by choosing a participating provider in the larger network of providers.
- **Tier 3** — The member pays the highest out-of-pocket cost by selecting an out-of-network provider.

More Advantages from BCBSIL

Online Support

BCBSIL offers a full-service website, Blue Access for MembersSM (BAMSM), that allows your employees the security, convenience and ease of:

- Using Provider Finder[®] to find an independently-contracted doctor or hospital within the Blue Choice Options (BCO) plan
- Accessing self-service tools to help manage claims activity, benefit details and notification preferences
- Calculating estimated costs for hundreds of medical tests and procedures

Blue Choice Options Offers:

- Member satisfaction
- Choice, access and savings
- Empowerment to make smart, personal health care decisions

Your employees will appreciate the education they find on BAM when they look for network information, providers, treatment costs and other resources. Member satisfaction is enhanced with the help of Customer Service Advocates available to help guide your employees with questions they may have regarding their benefits or network information.

The Strength of BlueSM

- Employees who choose a PPO plan get access to BlueCard[®], a national network of independently-contracted providers, which includes more than 97 percent of hospitals nationwide for care when out of state
- Member discounts – save money on value-added health care products and services
- Access to health and wellness programs
- Blue Cross and Blue Shield is among the most trusted names in the industry

Get Started Today

Call your BCBSIL Account Representative today to discuss the Blue Choice Options plan. Prospective employer groups can ask for a demonstration of Blue Access for EmployersSM on bcbsil.com.





McHenry County
Department of Human Resources

2200 North Seminary Avenue ▪ Woodstock, IL 60098-2637
Phone: 815.334.4220 ▪ Fax: 815.334.4648
www.mchenrycountyil.gov

Benefit Insurance Rate Sheet

Medical & Dental Plans

Rates Effective: January 1, 2026 - December 31, 2026

Blue Adv. HMO			Blue AdvantageHMO		
			Total Premium	Employer Share	Employee Share
	Based on 26 Pay Periods				
	Member Only	Per Payroll	\$472.57	\$425.31	\$47.26
	Member + Spouse	Per Payroll	\$945.14	\$803.37	\$141.77
	Member + Child(ren)	Per Payroll	\$779.74	\$662.78	\$116.96
	Family (member, spouse, and children)	Per Payroll	\$1,181.42	\$1,004.21	\$177.21

HSA PPO			HSA PPO		
			Total Premium	Employer Share	Employee Share
	Based on 26 Pay Periods				
	Member Only	Per Payroll	\$430.34	\$430.34	\$0.00
	Member + Spouse	Per Payroll	\$860.67	\$753.09	\$107.58
	Member + Child(ren)	Per Payroll	\$710.05	\$632.59	\$77.46
	Family (member, spouse, and children)	Per Payroll	\$1,075.84	\$925.22	\$150.62

Regular PPO			Regular PPO		
			Total Premium	Employer Share	Employee Share
	Based on 26 Pay Periods				
	Member Only	Per Payroll	\$607.37	\$546.63	\$60.74
	Member + Spouse	Per Payroll	\$1,214.73	\$971.78	\$242.95
	Member + Child(ren)	Per Payroll	\$1,002.15	\$801.72	\$200.43
	Family (member, spouse, and children)	Per Payroll	\$1,518.42	\$1,214.74	\$303.68

Blue Cross Options			Blue Cross Options - BCO		
			Total Premium	Employer Share	Employee Share
	Based on 26 Pay Periods				
	Member Only	Per Payroll	\$565.17	\$508.65	\$56.52
	Member + Spouse	Per Payroll	\$1,130.34	\$904.27	\$226.07
	Member + Child(ren)	Per Payroll	\$932.54	\$746.03	\$186.51
	Family (member, spouse, and children)	Per Payroll	\$1,412.94	\$1,130.35	\$282.59

Dental-Delta Basic			Dental - Delta Basic		
			Total Premium	Employer Share	Employee Share
	Based on 26 Pay Periods				
	Member Only	Per Payroll	\$22.54	\$20.29	\$2.25
	Member + Spouse	Per Payroll	\$39.43	\$31.54	\$7.89
	Member + Child(ren)	Per Payroll	\$30.42	\$24.34	\$6.08
	Family (member, spouse, and children)	Per Payroll	\$48.45	\$38.76	\$9.69

Dental-Delta Select			Dental - Delta Select		
			Total Premium	Employer Share	Employee Share
	Based on 26 Pay Periods				
	Member Only	Per Payroll	\$29.81	\$26.83	\$2.98
	Member + Spouse	Per Payroll	\$52.17	\$41.74	\$10.43
	Member + Child(ren)	Per Payroll	\$40.24	\$32.19	\$8.05
	Family (member, spouse, and children)	Per Payroll	\$64.09	\$51.27	\$12.82

Accident insurance

Don't let an accident hurt more than it should

Accident insurance offers additional financial protection by providing a cash payment directly to you if an accident occurs.



Why would you need accident insurance?

Accident insurance is a cost-effective way to help with the expenses above and beyond what your health insurance plan covers. These expenses can include health care deductibles, groceries, child care, dog sitter, travel expenses and more.

Key benefits

- \$50 health and wellness benefit available to everyone insured for completing an eligible health screening, including an annual exam
- Multiple cash payments may be received for accidents throughout the year
- Additional payments may be available if also enrolled in critical illness and hospital indemnity insurance
- Many accidents are covered, including injury and hospital care benefits, child and adult organized sports, emergency care and follow-up care
- Cash payments paid directly to you to use for medical and non-medical expenses

Here's an example of how it works*



Janet elects the high plan for herself offered by her employer.



Janet slips off a stair and takes a tumble. She breaks her lower leg (requiring surgery). She also has a concussion and spends two days in the hospital (non-ICU).



Janet submits a claim and gets a \$7,000 payment from Securian Financial.



Janet uses the money to pay her mortgage and hire a cleaning service.



*Actual experience and benefit payouts may vary from this example.

What does your accident insurance plan cover and how much will you receive?

It provides a cash payment to help you offset expenses that occur due to an accident.

Injury benefits	Low plan	High plan	Injury benefits	Low plan	High plan
Burns (2nd degree)			Fracture (surgical)		
Less than 10% of body	\$150	\$300	Ankle	\$1,000	\$2,000
Between 10 and 20% of body	\$375	\$750	Collarbone	\$600	\$1,200
20% or more of body	\$750	\$1,500	Coccyx	\$600	\$1,200
Burns (3rd degree)			Facial (excluding lower jaw)	\$1,400	\$2,800
Less than 10% of body	\$1,500	\$3,000	Finger	\$600	\$1,200
Between 10 and 20% of body	\$3,750	\$7,500	Foot	\$1,000	\$2,000
20% or more of body	\$7,500	\$15,000	Hand (excluding fingers)	\$1,200	\$2,400
Concussion	\$200	\$400	Hip/thigh	\$4,000	\$8,000
Dislocation (surgical)			Kneecap	\$1,000	\$2,000
Ankle	\$1,600	\$3,200	Lower jaw	\$1,000	\$2,000
Collarbone	\$800	\$1,600	Lower leg	\$2,000	\$4,000
Elbow	\$800	\$1,600	Nose	\$400	\$800
Finger	\$400	\$800	Pelvis	\$3,000	\$6,000
Foot	\$1,600	\$3,200	Ribs	\$1,000	\$2,000
Hand (excluding fingers)	\$800	\$1,600	Sacrum	\$2,000	\$4,000
Hip/thigh	\$4,000	\$8,000	Shoulder blade	\$2,000	\$4,000
Knee	\$3,000	\$6,000	Skull - depressed	\$6,000	\$12,000
Lower jaw	\$800	\$1,600	Skull - non-depressed	\$4,000	\$8,000
Ribs	\$800	\$1,600	Sternum	\$3,000	\$6,000
Shoulder	\$1,200	\$2,400	Toe	\$400	\$800
Toe	\$400	\$800	Upper arm	\$1,400	\$2,800
Wrist	\$1,200	\$2,400	Vertebral body	\$2,000	\$4,000
Non-surgical	50% of surgical benefit	50% of surgical benefit	Vertebral processes	\$800	\$1,600
Partial dislocation	25% of non-surgical benefit	25% of non-surgical benefit	Wrist or forearm	\$1,000	\$2,000
Eye injury			Non-surgical	50% of surgical benefit	50% of surgical benefit
With surgery	\$200	\$400	Chip fracture	25% of non-surgical benefit	25% of non-surgical benefit
Removal of foreign object	\$50	\$100			
			Lacerations		
			No repair	\$250	\$500
			With repair	\$50	\$100
			Organized sports injury	25% increase in claim	25% increase in claim
			Paralysis		
			Quadriplegia	\$15,000	\$30,000
			Paraplegia	\$7,500	\$15,000
			Hemiplegia	\$7,500	\$15,000
			Uniplegia	\$3,750	\$7,500
			Traumatic brain injury	\$400	\$800

Covered benefits may vary by state; check your state's certificate of insurance for available coverage.

Accident insurance continued

Emergency care	Low plan	High plan
Ambulance		
Ground or water	\$250	\$500
Air	\$1,000	\$2,000
Blood, plasma or platelets transfusion	\$300	\$600
Emergency dental		
Crown	\$150	\$300
Extraction	\$50	\$100
Filling	\$25	\$50
Emergency room treatment	\$150	\$300
Initial physician's office visit	\$100	\$200
Urgent care facility visit	125	\$250

Hospital care	Low plan	High plan
Coma	\$10,000	\$20,000
Diagnostic testing	\$150	\$300
Hospital stay		
Initial benefit, non-ICU	\$1,000	\$2,000
Initial benefit, ICU	\$2,000	\$4,000
Daily benefit, non-ICU	\$150	\$300
Daily benefit, ICU	\$300	\$600
Spinal injection for pain management	\$75	\$150
Surgical anesthesia		
General	\$100	\$200
Regional	\$50	\$100
X-ray	\$75	\$150

Surgery	Low plan	High plan
Abdominal or pelvic, cranial or thoracic surgery	\$1,000	\$2,000
Inpatient surgery	\$750	\$1,500
Joint replacement surgery of elbow, hip, knee or shoulder	\$750	\$1,500
Knee cartilage		
Open	\$750	\$1,500
Arthroscopic	\$375	\$750
Outpatient surgery		
Tier 1	\$250	\$500
Tier 2	\$500	\$1,000
Ruptured disc surgery	\$750	\$1,500
Skin graft	50% of applicable burn benefit	50% of applicable burn benefit
Tendon, ligament or rotator cuff surgery		
Open	\$750	\$1,500
Arthroscopic	\$375	\$750

Follow-up care	Low plan	High plan
Adaptive home and vehicle	\$1,500	\$3,000
Appliances		
Tier 1	\$100	\$200
Tier 2	\$500	\$1,000
Follow-up physician's office visit	\$75	\$150
Post-traumatic stress disorder	\$350	\$700
Prosthetics		
One prosthetic	\$1,000	\$2,000
Two or more prosthetics	\$2,000	\$4,000
Rehabilitative therapy (inpatient)	\$100	\$200
Rehabilitative therapy (outpatient)	\$300	\$600
Transportation	\$250	\$500

Support care	Low plan	High plan
Adult companion lodging	\$100	\$200
Family care	\$50	\$100
Pet boarding	\$25	\$50

Accidental death and dismemberment	Low plan	High plan
Life	\$25,000	\$50,000
Both hands or both feet	\$25,000	\$50,000
Sight of both eyes	\$25,000	\$50,000
Speech and hearing in both ears	\$25,000	\$50,000
One hand and one foot	\$25,000	\$50,000
One foot and sight of one eye	\$25,000	\$50,000
One hand and sight of one eye	\$25,000	\$50,000
Sight of one eye	\$12,500	\$25,000
Speech or hearing in both ears	\$12,500	\$25,000
One hand or one foot	\$12,500	\$25,000
Thumb and index finger of one hand	\$6,250	\$12,500

Monthly cost of coverage

Coverage type	Low plan	High plan
Employee only	\$3.06	\$5.59
Employee and spouse	\$4.96	\$8.87
Employee and child(ren)	\$6.75	\$12.31
Employee and family	\$9.68	\$17.49

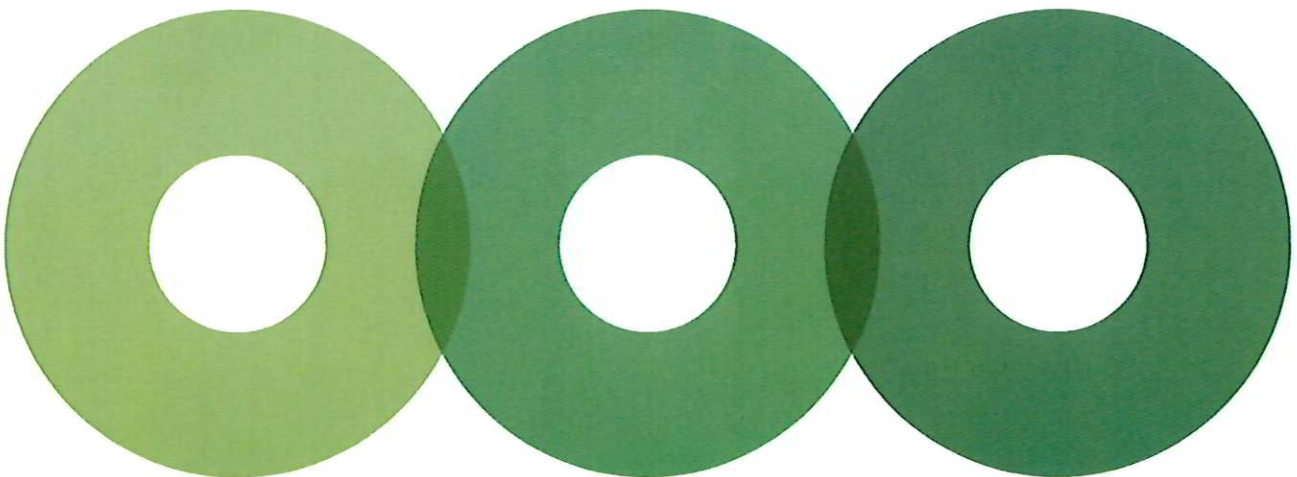
Rates are subject to change.



Get paid \$50 for annual wellness screenings including an annual exam

It pays to visit the doctor. You, your spouse and children are eligible for a \$50 health and wellness payment each year when you are enrolled in accident insurance. There is a maximum of one health and wellness benefit payment per insured, per year.

To file a health and wellness claim, go to LifeBenefits.com.



When to enroll and how to file a claim

When can you enroll?

You can enroll:

- Within 31 days of initial eligibility period
- During your annual enrollment window
- Within 31 days of a qualified family status change

It's quick and easy to enroll without answering health questions or a doctor's exam.

How to enroll

Contact your human resource representative.

How to file an accident benefit claim

It's easy to file an accident claim and receive the benefits you're entitled to. You can use payments any way you choose to cover costs such as copays, deductibles, child care and more.

Information needed to initiate the claim

- | | |
|-----------------------|-----------------------------------|
| • Insured's full name | • Employer name |
| • Date of birth | • Employee Social Security number |
| • Address | • Date of event |

How to submit the claim

Go to securian.com/benefits.

- Select "Employer" under report a new claim.
- Select "Start a new claim."
- Answer all questions to the best of your ability.

If documentation is required, you may securely upload the information with your claim. If you do not have the necessary documents available at the time of submission, the claims examiner will request them from you.

If you have questions, need assistance or want to file your claim over the phone, call Securian Financial at **1-888-658-0193**.

Additional information

Can I take my coverage with me if I leave my employer?

If you leave your employer for any reason, including retirement, you can elect to port your coverage and pay premiums directly to Securian Financial. Initially, rates are the same as what you pay as an active employee, but rates are subject to change.

Who is eligible for coverage?

- You – all active full-time employees
- Spouse coverage is available only if employee coverage is elected. • Your child(ren) from live birth to age 26. Coverage is available only if employee coverage is elected.

Please note that your spouse cannot receive coverage as both an employee and dependent, and a child cannot be covered by more than one parent, if you are both employees of the same company.

We're here to help

Accident insurance questions?

Call 1-855-750-1906 to chat with a Securian Financial customer service representative.

Learn more

Visit our educational microsite for more information about your coverage options and costs. Visit securian.com/ipbc-insurance.

Accident insurance exclusions and limitations

Are there any other exclusions that apply?

Yes. In no event will we pay benefits where the insured's accident, injury or loss is caused directly or indirectly by, results in whole or in part from or during, or there is contribution from, any of the following:

1. self-inflicted injury, self-destruction or autoeroticism whether sane or insane;
2. suicide or attempted suicide whether sane or insane;
3. the insured's participation in, or attempt to commit, a crime, assault, felony or any illegal activity, regardless of any legal proceedings thereto;
4. bodily or mental infirmity, illness, disease or infection, other than infection occurring simultaneously with, and as a direct and independent result of the injury;
5. the insured's use of alcohol;
6. the insured's use of prescription drugs, non-prescription drugs, illegal drugs, medications, poisons, gases, fumes, or other substances taken, absorbed, inhaled, ingested, or injected, unless taken or used as prescribed by a physician, or an over-the-counter drug as directed by the manufacturer;
7. motor vehicle collision or accident where the insured is the operator of the motor vehicle and insured's blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of any legal proceedings thereto;
8. medical or surgical treatment or diagnostic procedures including any resulting complications, or when the outcome is not as planned or expected, including claims of medical malpractice;
9. travel in or descent from any aircraft, except as a fare-paying passenger on a regularly scheduled commercial flight or a licensed passenger aircraft;
10. war or any act of war, whether declared or undeclared;
11. the insured's participation in the following activities: scuba diving, bungee jumping, base jumping, hang gliding, sail gliding, parasailing, parakiting or mountain climbing;
12. the insured's riding or driving in any motor-driven vehicle in a race, stunt show or speed test;
13. the insured practicing for or participating in any semi-professional or professional competitive athletics; or
14. repetitive stress syndromes including but not limited to rotator cuff syndrome, bursitis, tendonitis, carpal tunnel syndrome, ulnar nerve syndrome, stress fractures, neuropathy, epicondylitis or neuritis. (This exclusion does not apply to an accidental death benefit).

Benefits are not payable for any confinement, care, treatment, or diagnostic measures which were received outside of the United States or a United States territory.

Are there any additional limitations that apply?

Other benefit limitations may exist and vary by covered benefit. Please refer to your plan documents for more information.

Group accident insurance

Limitations and exclusions apply. This is a summary of plan provisions related to the insurance policy issued by Securian Life Insurance Company to Intergovernmental Personnel Benefits Cooperative. This policy has exclusions, limitations, reduction of benefits, terms under which the policy may be continued in force or discontinued. For costs and complete details of the coverage, contact Securian Financial Group. In the event of a conflict between this summary and the policy and/or certificate, the policy and/or certificate shall dictate the insurance provisions, exclusions, all limitations and terms of coverage. All elections or increases are subject to the actively-at-work requirement of the policy. Products are offered under policy form series 23-32590.12 or a state variation thereof. Product availability and features may vary by state.

Other benefit limitations may exist and vary by covered benefit. Please refer to your plan documents for more information. This presentation provides general information to the recipient. Securian Life cannot provide legal or tax advice with respect to ERISA; Health Savings Account (HSA) laws, rules or regulations, any applicable tax laws, rules or regulations; or any other applicable federal or state laws, rules or regulations. Any questions regarding these topics should be directed to your legal and tax advisors.

Insurance products are issued by Securian Life Insurance Company, a New York authorized insurer. The company is headquartered in St. Paul, MN. Securian Life is solely responsible for the financial obligations under the policies or contracts it issues.

Securian Financial is the marketing name for Securian Financial Group, Inc., and its subsidiaries. Securian Life Insurance Company is a subsidiary of Securian Financial Group, Inc.



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Hospital indemnity insurance

REQUIRED LEGAL NOTICE FOR HOSPITAL INDEMNITY INSURANCE ONLY

IMPORTANT: This is a fixed indemnity policy, NOT health insurance

This fixed indemnity policy may pay you a limited dollar amount if you're sick or hospitalized. You're still responsible for paying the cost of your care. The payment you get isn't based on the size of your medical bill. There might be a limit on how much this policy will pay each year. This policy isn't a substitute for comprehensive health insurance. Since this policy isn't health insurance, it doesn't have to include most Federal consumer protections that apply to health insurance.

Looking for comprehensive health insurance?

Visit HealthCare.gov or call 1-800-318-2596 (TTY: 1-855-889-4325) to find health coverage options. To find out if you can get health insurance through your job, or a family member's job, contact the employer.

Questions about this policy?

For questions or complaints about this policy, contact your State Department of Insurance. Find their number on the National Association of Insurance Commissioners' website (naic.org) under "Insurance Departments." If you have this policy through your job, or a family member's job, contact the employer.

Don't let a hospital stay throw you off course



Securian Financial offers you hospital indemnity insurance. Learn how hospital indemnity can help you on page 2.

Hospital indemnity insurance

You don't plan on it, but you can plan for it

Hospital indemnity insurance provides a cash payment after each day spent in a hospital to help supplement your health insurance.



Why hospital indemnity insurance makes sense

Hospital indemnity insurance is a cost-effective way to help with the expenses above and beyond what your health insurance plan already covers, giving you the flexibility to spend the money on anything you wish, such as medical bills, health care deductibles, groceries, loss of income, travel expenses or a dog sitter.

Key benefits

- No health exam or questions required to purchase hospital indemnity insurance
- Ability to submit labor and delivery claim ahead of hospital stay at 36 weeks pregnant and be paid
- Payments available for outpatient mental health and substance abuse screenings
- Can be used for planned and unplanned hospitalizations
- Cash payments paid directly to you to use for medical and non-medical expenses

Here's an example of how it works*



John elects the high plan for himself offered by his employer.



John is painting and falls off his ladder. He breaks his arm and though he doesn't need surgery, spends two days in the hospital (non-ICU).



John submits a claim and gets a \$1,900 payment from Securian Financial.



John uses the money to pay for groceries and a lawn service.



*Actual experience and benefit payouts may vary from this example.

What does your hospital indemnity plan cover?

It provides a cash payment to help you offset hospitalization expenses.

Covered hospital benefits	Low plan	High plan
Hospital stay or admission – initial benefit		
Non-ICU	\$1,000	\$1,500
ICU	\$2,000	\$3,000
Hospital stay – daily benefit		
Non-ICU: 30 days maximum per admission	\$100 per day	\$200 per day
ICU: 10 days maximum per admission	\$200 per day	\$400 per day
Newborn routine: 3 days maximum	\$100 per day	\$200 per day
Outpatient mental health and substance use disorder diagnostic screening	\$100	\$200

The hospital stay daily benefit and the initial hospital stay benefit are both paid out on the first day. For example, if you go into the hospital on June 1, you will be paid for the initial stay benefit as well as the corresponding daily benefits for June 1.

Monthly cost of coverage

	Low plan	High plan
Employee only	\$7.25	\$12.22
Employee and spouse	\$17.98	\$30.02
Employee and child(ren)	\$10.60	\$17.85
Employee and family	\$22.11	\$36.97

Rates are subject to change.

When to enroll and how to file a claim

When can you enroll?

You can enroll:

- Within 31 days of initial eligibility period
- During your annual enrollment window
- Within 31 days of a qualified family status change

It's quick and easy to enroll without answering health questions or a doctor's exam.

How to enroll

Contact your human resources representative.

How to file a hospital indemnity benefit claim

It's easy to file a hospital indemnity claim and receive the benefits you're entitled to.

You can use payments any way you choose to cover costs such as copays, deductibles, child care and more.

Information needed to initiate the claim

- | | |
|-----------------------|-----------------------------------|
| • Insured's full name | • Employer name |
| • Date of birth | • Employee Social Security number |
| • Address | • Date of event |

How to submit the claim

Go to securian.com/benefits.

- Select "Employer" under report a new claim.
- Select "Start a new claim."
- Answer all questions to the best of your ability.

If documentation is required, you may securely upload the information with your claim. If you do not have the necessary documents available at the time of submission, the claims examiner will request them from you.

If you have questions, need assistance or want to file your claim over the phone, call Securian Financial at 1-888-658-0193.

Additional information

Can I take this coverage with me if I leave my employer?

If you leave your employer for any reason, including retirement, you can elect to port your coverage and pay premiums directly to Securian Financial. Initially, rates are the same as what you pay as an active employee, but rates are subject to change.

Who is eligible for coverage?

- You – all active full-time employees
- Spouse coverage is available only if employee coverage is elected.
- Your child(ren) from live birth to age 26. Coverage is available only if employee coverage is elected.

Please note that your spouse cannot receive coverage as both an employee and dependent, and a child cannot be covered by more than one parent, if you are both employees of the same company.

We're here to help

Hospital indemnity insurance questions?

Call 1-855-750-1906 to chat with a Securian Financial customer service representative.

Learn more

Visit our educational microsite for more information about your coverage options and costs. Visit securian.com/ipbc-insurance.



Prepare for parenthood with BenefitBump

Adding to your family is joyful and exciting. It can also be hard to navigate. Your employer offers BenefitBump to support you along your parenthood journey at no cost to you. Register for BenefitBump and learn how to navigate your time off, return to work and so much more.

Visit mybenefitbump.com to get started.

Hospital indemnity exclusions and limitations

In no event will we pay benefits where the insured's injury or illness is caused directly or indirectly by, results in whole or in part from or during, or there is contribution from, any of the following:

1. self-inflicted injury, self-destruction, or autoeroticism, whether sane or insane;
2. suicide or attempted suicide, whether sane or insane;
3. the insured's participation in, or attempt to commit, a crime, assault, felony, or any illegal activity, regardless of any legal proceedings thereto;
4. the insured's use of alcohol;
5. the insured's use of prescription drugs, non-prescription drugs, illegal drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected unless taken or used as prescribed by a physician, or an over-the-counter drug as directed by the manufacturer;
6. war or any act of war, whether declared or undeclared;
7. dental or plastic surgery for cosmetic purposes except when due to: a) reconstructive surgery, when the service is related to or follows surgery resulting from an injury or illness; or b) a congenital disease or anomaly of a covered dependent child; or c) congenital defects in newborns; or
8. a newborn child's routine nursing or routine well baby care during the initial confinement in a hospital (this exclusion does not apply to the newborn routine stay benefit).

In no event will we pay benefits where the insured's accident or injury is caused directly or indirectly by, results in whole or in part from or during, or there is contribution from, any of the following:

1. motor vehicle collision or accident where the insured is the operator of the motor vehicle and the insured's blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of any legal proceedings thereto;
2. bodily or mental infirmity, illness;
3. infection, other than infection occurring simultaneously with, and as a direct and independent result of, the injury;
4. the insured traveling in or descending from any aircraft, except as a fare-paying passenger on a regularly scheduled commercial flight on a licensed passenger aircraft;
5. the insured participating in the following activities: scuba diving, bungee jumping, base jumping, hang gliding, sail gliding, parasailing, parakiting, or mountain climbing;
6. the insured riding or driving in any motor-driven vehicle in a race, stunt show or speed test;
7. resulting complications from medical or surgical treatment or diagnostic procedures when the outcome is not as planned or expected, including claims of medical malpractice; or
8. the insured practicing for or participating in any semi-professional or professional competitive athletics.

Benefits are not payable for any confinement, care, treatment, or diagnostic measures which were received outside of the United States or a United States territory.

Are there any additional limitations that apply?

Other benefit limitations may exist and vary by covered benefit. Please refer to your plan documents for more information.

Group hospital indemnity insurance

Limitations and exclusions apply. This is a summary of plan provisions related to the insurance policy issued by Securian Life Insurance Company to Intergovernmental Personnel Benefits Cooperative. This policy has exclusions, limitations, reduction of benefits, terms under which the policy may be continued in force or discontinued. For costs and complete details of the coverage, contact Securian Financial Group. In the event of a conflict between this summary and the policy and/or certificate, the policy and/or certificate shall dictate the insurance provisions, exclusions, all limitations and terms of coverage. All elections or increases are subject to the actively-at-work requirement of the policy. Products are offered under policy form series 23-32598.12 or a state variation thereof. Product availability and features may vary by state.

Other benefit limitations may exist and vary by covered benefit. Please refer to your plan documents for more information. This presentation provides general information to the recipient. Securian Life cannot provide legal or tax advice with respect to ERISA; Health Savings Account (HSA) laws, rules or regulations, any applicable tax laws, rules or regulations; or any other applicable federal or state laws, rules or regulations. Any questions regarding these topics should be directed to your legal and tax advisors.

Value-added services availability and features may vary by state. Access to BenefitBump is not contingent upon participation in the group hospital indemnity insurance product, nor any other product offered by Securian Financial Group, Inc. and its insurance company subsidiaries.

The relationship between BenefitBump, LLC and Securian Financial Group, Inc., is that of independent contractor. BenefitBump, LLC is responsible for the services it provides and does not have the power or authority to obligate or bind Securian Financial Group, Inc., in any manner beyond that which is contractually agreed to by the parties.

Insurance products are issued by Securian Life Insurance Company, a New York authorized insurer. The company is headquartered in St. Paul, MN. Securian Life is solely responsible for the financial obligations under the policies or contracts it issues.

Securian Financial is the marketing name for Securian Financial Group, Inc., and its subsidiaries. Securian Life Insurance Company is a subsidiary of Securian Financial Group, Inc.



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McHenry County
Department of Human Resources

2200 North Seminary Avenue ▪ Woodstock, IL 60098-2637
Phone: 815.334.4220 ▪ Fax: 815.334.4648
www.mchenrycountyil.gov

Benefit Insurance Rate Sheet

Voluntary Plans

Rates Effective: January 1, 2026 - December 31, 2026

Vision Eye-Med			Vision - Eye Med		
		Based on 26 Pay Periods	Total Premium	Employer Share	Employee Share
	Member Only	Per Payroll	\$2.84	\$0.00	\$2.84
	Member + Spouse	Per Payroll	\$5.40	\$0.00	\$5.40
	Member + Child(ren)	Per Payroll	\$5.68	\$0.00	\$5.68
	Family (member, spouse, and children)	Per Payroll	\$8.46	\$0.00	\$8.46

Vision VSP			Vision - VSP		
		Based on 26 Pay Periods	Total Premium	Employer Share	Employee Share
	Member Only	Per Payroll	\$3.70	\$0.00	\$3.70
	Member + Spouse	Per Payroll	\$7.38	\$0.00	\$7.38
	Member + Child(ren)	Per Payroll	\$7.91	\$0.00	\$7.91
	Family (member, spouse, and children)	Per Payroll	\$12.63	\$0.00	\$12.63

Accident Securian			Accident - Securian		
	<u>Level High</u>	Based on 26 Pay Periods	Total Premium	Employer Share	Employee Share
	Member Only	Per Payroll	\$2.58	\$0.00	\$2.58
	Member + Spouse	Per Payroll	\$4.10	\$0.00	\$4.10
	Member + Child(ren)	Per Payroll	\$5.69	\$0.00	\$5.69
	Family (member, spouse, and children)	Per Payroll	\$8.08	\$0.00	\$8.08

Accident Securian			Accident - Securian		
	<u>Level Low</u>	Based on 26 Pay Periods	Total Premium	Employer Share	Employee Share
	Member Only	Per Payroll	\$1.42	\$0.00	\$1.42
	Member + Spouse	Per Payroll	\$2.29	\$0.00	\$2.29
	Member + Child(ren)	Per Payroll	\$3.12	\$0.00	\$3.12
	Family (member, spouse, and children)	Per Payroll	\$4.47	\$0.00	\$4.47

Hospital Indemnity			Hospital Indemnity - Securian		
	<u>Level High</u>	Based on 26 Pay Periods	Total Premium	Employer Share	Employee Share
	Member Only	Per Payroll	\$5.64	\$0.00	\$5.64
	Member + Spouse	Per Payroll	\$13.86	\$0.00	\$13.86
	Member + Child(ren)	Per Payroll	\$8.24	\$0.00	\$8.24
	Family (member, spouse, and children)	Per Payroll	\$17.07	\$0.00	\$17.07

Hospital Indemnity			Hospital Indemnity - Securian		
	<u>Level Low</u>	Based on 26 Pay Periods	Total Premium	Employer Share	Employee Share
	Member Only	Per Payroll	\$3.35	\$0.00	\$3.35
	Member + Spouse	Per Payroll	\$8.30	\$0.00	\$8.30
	Member + Child(ren)	Per Payroll	\$4.90	\$0.00	\$4.90
	Family (member, spouse, and children)	Per Payroll	\$10.21	\$0.00	\$10.21

NOTE SEPARATE PAYROLL RATE SHEET FOR "CRITICAL ILLNESS" VOLUNTARY PLAN



McHenry County
Department of Human Resources

2200 North Seminary Avenue ▪ Woodstock, IL 60098-2637
 Phone: 815.334.4220 ▪ Fax: 815.334.4648
www.mchenrycountyil.gov

Benefit Insurance Rate Sheet
Voluntary Plan - Critical Illness
Rates Effective: January 1, 2026 - December 31, 2026

\$10,000	Based on 26 Pay Periods		\$10,000.00										
			Under 25	25 - 29	30 - 34	35 - 39	40 - 44	45 - 49	50 -54	55 - 59	60 - 64	65 - 69	70++
	Member Only	Per Payroll	\$0.72	\$1.09	\$1.62	\$1.98	\$2.29	\$3.03	\$4.46	\$6.30	\$9.05	\$12.17	\$17.72
	Member + Spouse	Per Payroll	\$1.18	\$1.79	\$2.63	\$3.17	\$3.61	\$4.62	\$6.64	\$9.22	\$13.09	\$17.53	\$25.47
	Member + Child(ren)	Per Payroll	\$1.42	\$1.80	\$2.33	\$2.68	\$3.00	\$3.73	\$5.17	\$7.00	\$9.75	\$12.87	\$18.42
	Family (member, spouse, and children)	Per Payroll	\$2.05	\$2.65	\$3.49	\$4.03	\$4.48	\$5.49	\$7.50	\$10.08	\$13.96	\$18.39	\$26.34

\$20,000	Based on 26 Pay Periods		\$20,000.00										
			Under 25	25 - 29	30 - 34	35 - 39	40 - 44	45 - 49	50 -54	55 - 599	60 - 64	65 - 69	70++
	Member Only	Per Payroll	\$1.20	\$1.96	\$3.01	\$3.72	\$4.35	\$5.82	\$8.70	\$12.37	\$17.87	\$24.11	\$35.22
	Member + Spouse	Per Payroll	\$1.91	\$3.12	\$4.79	\$5.88	\$6.76	\$8.80	\$12.83	\$17.98	\$25.73	\$34.60	\$50.49
	Member + Child(ren)	Per Payroll	\$2.33	\$3.07	\$4.14	\$4.85	\$5.47	\$6.95	\$9.82	\$13.49	\$18.99	\$25.23	\$36.34
	Family (member, spouse, and children)	Per Payroll	\$3.29	\$4.50	\$6.18	\$7.26	\$8.14	\$10.18	\$14.21	\$19.36	\$27.11	\$35.98	\$51.87

\$30,000	Based on 26 Pay Periods		\$30,000.00										
			Under 25	25 - 29	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69	70++
	Member Only	Per Payroll	\$1.69	\$2.82	\$4.41	\$5.47	\$6.42	\$8.63	\$12.94	\$18.44	\$26.69	\$36.05	\$52.71
	Member + Spouse	Per Payroll	\$2.64	\$4.45	\$6.96	\$8.60	\$9.91	\$12.98	\$19.01	\$26.74	\$38.37	\$51.67	\$75.50
	Member + Child(ren)	Per Payroll	\$3.23	\$4.36	\$5.95	\$7.01	\$7.95	\$10.17	\$14.46	\$19.98	\$28.22	\$37.58	\$54.25
	Family (member, spouse, and children)	Per Payroll	\$4.53	\$6.35	\$8.86	\$10.49	\$11.81	\$14.87	\$20.90	\$28.63	\$40.26	\$53.57	\$77.40

Critical illness insurance

Get ahead of life's twists and turns

Critical illness insurance provides a cash payment after diagnosis of a covered condition such as a heart attack or cancer.



Why critical illness insurance makes sense

Critical illnesses are expensive. It's easy to understand how unpaid medical bills can threaten a family's financial future. While you can't prevent a diagnosis in your family, you can help protect your finances with additional, cost-effective coverage.

Key benefits

- \$50 health and wellness benefit available to everyone insured for completing an eligible health screening, including an annual exam
- Examples of critical illnesses include heart attack, stroke, cancer, infertility, type 1 (juvenile) diabetes, autism and others
- No exclusions for pre-existing health conditions, but covered diagnoses must occur after the coverage effective date
- May be paid again when the same critical illness occurs after a stated separation period
- No health exam or questions required to purchase critical illness insurance
- Cash payments paid directly to you to use for medical and non-medical expenses



Here's an example of how it works*



Jill elects \$20,000 of coverage for herself from the plan offered by her employer.



A year later she suffers a heart attack (as defined in the policy). She recovers fully.



Jill submits a claim and gets a \$20,000 payment from Securian.



Jill uses the money to pay for child care while she recovers.

*Actual experience and benefit payouts may vary from this example.

What does your critical illness plan cover and how much will you receive?

It provides a cash payment directly to you to help manage expenses associated with a covered critical illness.

Employee coverage	Spouse/ coverage	Child coverage
\$10,000, \$20,000, \$30,000	50% of your elected coverage amount	50% of your elected coverage amount
In order to elect spouse or child coverage, you must elect coverage on yourself.		

Covered critical illnesses

The following conditions are covered at the percentages listed below (if approved). Covered critical illness claims will be reviewed and must meet the definitions as defined in the policy.

Covered condition	Initial occurrence benefit	Recurrence benefit
Addison's disease	25%	
ALS and other motor neuron disease	100%	
Alzheimer's disease	100%	100%
Aneurysm	10%	10%
Autism spectrum disorder	50%	
Bacterial meningitis	25%	25%
Benign brain tumor	100%	100%
Blindness	100%	
Cerebral palsy	100%	
Cleft lip	100%	
Coma	100%	100%
Coronary artery disease	25%	25%
COVID-19	25%	
Creutzfeldt-Jakob disease	25%	
Cystic fibrosis	100%	
Diphtheria	25%	25%
Down syndrome	100%	
End stage renal disease	100%	100%
Gaucher disease, type II or III	100%	
Glycogen storage disease, type IV	100%	
Heart attack	100%	100%
Huntington's disease	25%	
Infectious encephalitis	25%	25%
Infertility	10%	
Invasive cancer	100%	100%
Legionnaires' disease	25%	25%
Loss of hearing	100%	
Loss of speech	100%	
Major organ failure	100%	100%
Malaria	25%	25%
Metastatic cancer	25%	

Covered critical illnesses continued

Covered condition	Initial occurrence benefit	Recurrence benefit
Multiple sclerosis	100%	
Muscular dystrophy	100%	
Myasthenia gravis	25%	25%
Necrotizing fasciitis	25%	25%
Niemann-Pick disease	100%	
Non-invasive cancer	25%	25%
Paralysis	100%	100%
Parkinson's disease	100%	
Phenylalanine hydroxylase deficiency	100%	
Polio	25%	
Pompe disease	100%	
Rabies	25%	
Severe burns	100%	100%
Severe Lyme disease	25%	
Sickle cell anemia	100%	
Skin cancer	10%	10%
Spina bifida	100%	
Stroke	100%	100%
Sudden cardiac arrest	25%	25%
Systemic lupus erythematosus	25%	
Systemic sclerosis	25%	
Tay-Sachs disease	100%	
Tetanus	25%	25%
Transient ischemic attack (TIA)	10%	10%
Tuberculosis	25%	25%
Type 1 (juvenile) diabetes	100%	
Zellweger syndrome	100%	



Get paid \$50 for annual wellness screenings including an annual exam

It pays to visit the doctor. You, your spouse and children are eligible for a \$50 health and wellness payment each year when you are enrolled in critical illness insurance. There is a maximum of one health and wellness benefit payment per insured, per year.

To file a health and wellness claim, go to LifeBenefits.com.

Monthly cost of coverage

Employee-paid coverage

\$10,000		Monthly premium per employee			
Age	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family	
Under 25	\$1.55	\$2.55	\$3.07	\$4.43	
25-29	2.36	3.87	3.88	5.74	
30-34	3.51	5.68	5.03	7.55	
35-39	4.28	6.86	5.80	8.73	
40-44	4.96	7.81	6.48	9.69	
45-49	6.56	10.02	8.08	11.90	
50-54	9.66	14.38	11.19	16.25	
55-59	13.64	19.96	15.16	21.84	
60-64	19.60	28.36	21.12	30.23	
65-69	26.36	37.97	27.88	39.84	
70+	38.39	55.18	39.91	57.05	

\$20,000		Monthly premium per employee			
Age	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family	
Under 25	\$2.60	\$4.13	\$5.03	\$7.12	
25-29	4.23	6.75	6.65	9.74	
30-34	6.53	10.38	8.95	13.37	
35-39	8.06	12.74	10.49	15.73	
40-44	9.43	14.64	11.85	17.63	
45-49	12.62	19.07	15.05	22.06	
50-54	18.84	27.78	21.26	30.77	
55-59	26.80	38.95	29.22	41.94	
60-64	38.71	55.74	41.13	58.73	
65-69	52.23	74.96	54.65	77.95	
70+	76.30	109.38	78.72	112.37	

\$30,000		Monthly premium per employee			
Age	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family	
Under 25	\$3.66	\$5.71	\$6.99	\$9.81	
25-29	6.10	9.64	9.43	13.75	
30-34	9.55	15.08	12.88	19.18	
35-39	11.85	18.62	15.18	22.72	
40-44	13.90	21.47	17.23	25.58	
45-49	18.69	28.12	22.02	32.22	
50-54	28.02	41.17	31.34	45.28	
55-59	39.95	57.93	43.28	62.03	
60-64	57.81	83.12	61.14	87.22	
65-69	78.10	111.95	81.42	116.06	
70+	114.20	163.58	117.53	167.68	

Rates are subject to change.

When to enroll and how to file a claim

When can you enroll?

You can enroll:

- Within 31 days of initial eligibility period
- During your annual enrollment window
- Within 31 days of a qualified family status change

It's quick and easy to enroll without answering health questions or a doctor's exam.

How to enroll

Contact your human resource representative.

How to file a critical illness benefit claim

It's easy to file a critical illness claim and receive the benefits you're entitled to. You can use payments any way you choose to cover costs such as copays, deductibles, child care and more.

Information needed to initiate the claim

- | | |
|-----------------------|-----------------------------------|
| • Insured's full name | • Employer name |
| • Date of birth | • Employee Social Security number |
| • Address | • Date of event |

How to submit the claim

Go to securian.com/benefits.

- Select "Employer" under report a new claim.
- Select "Start a new claim."
- Answer all questions to the best of your ability.

If documentation is required, you may securely upload the information with your claim. If you do not have the necessary documents available at the time of submission, the claims examiner will request them from you.

If you have questions, need assistance or want to file your claim over the phone, call Securian Financial at **1-888-658-0193**.

Additional information

Can I take my coverage with me if I leave my employer?

If you leave your employer for any reason, including retirement, you can elect to port your coverage and pay premiums directly to Securian Financial. Initially, rates are the same as what you pay as an active employee, but rates are subject to change.

Who is eligible for coverage?

- You – all active full-time employees
- Residents of some states may be required to have medical insurance in order to be eligible for coverage.
- Spouse coverage is available only if employee coverage is elected. • Your child(ren) from live birth to age 26. Coverage is available only if employee coverage is elected.

Please note that your spouse cannot receive coverage as both an employee and dependent, and a child cannot be covered by more than one parent, if you are both employees of the same company.

What is the recurrence benefit?

It provides an additional benefit payment after a benefit separation period of 1 month, if an insured is once again diagnosed with a condition that was previously approved. Eligible conditions pay a recurrence benefit percentage based on the condition. Not all conditions have a recurrence benefit. See covered conditions list for eligible conditions. Initial and subsequent diagnosis must happen while covered under the plan.

We're here to help

Critical illness insurance questions?

Call 1-855-750-1906 to chat with a Securian Financial customer service representative.

Learn more

Visit our educational microsite for more information about your coverage options and costs. Visit securian.com/ipbc-insurance.

Critical illness exclusions and limitations

Are there any other exclusions that apply?

Yes. In no event will we pay benefits where the insured's covered condition is caused from any of the following:

1. self-inflicted injury, self-destruction or autoeroticism whether sane or insane;
2. suicide or attempted suicide whether sane or insane;
3. the insured's participation in, or attempt to commit, a crime, assault, felony or any illegal activity, regardless of any legal proceedings thereto;
4. the insured's use of alcohol;
5. the insured's use of prescription drugs, non-prescription drugs, illegal drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected unless taken or used as prescribed by a physician, or an over-the-counter drug as directed by the manufacturer;
6. motor vehicle collision or accident where the insured is the operator of the motor vehicle and the insured's blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of any legal proceedings thereto; or
7. war or any act of war, whether declared or undeclared.

Benefits are not payable for any care, treatment or diagnostic measures which were received outside of the United States or United States Territories.

Are there any additional limitations that apply?

The policy provides limited benefits. Other benefit limitations may exist and vary by covered benefit. Please refer to your plan documents for more information.

Group critical illness insurance

Limitations and exclusions apply. This is a summary of plan provisions related to the insurance policy issued by Securian Life Insurance Company to Intergovernmental Personnel Benefits Cooperative. This policy has exclusions, limitations, reduction of benefits, terms under which the policy may be continued in force or discontinued. For costs and complete details of the coverage, contact Securian Financial Group. In the event of a conflict between this summary and the policy and/or certificate, the policy and/or certificate shall dictate the insurance provisions, exclusions, all limitations and terms of coverage. All elections or increases are subject to the actively-at-work requirement of the policy. Products are offered under policy form series 23-32606.12 or a state variation thereof. Product availability and features may vary by state. Benefits for covered conditions will be payable upon a diagnosis of a covered condition that satisfies the requirements of the policy and when all other policy requirements are met.

Other benefit limitations may exist and vary by covered benefit. Please refer to your plan documents for more information. This presentation provides general information to the recipient. Securian Life cannot provide legal or tax advice with respect to ERISA; Health Savings Account (HSA) laws, rules or regulations, any applicable tax laws, rules or regulations; or any other applicable federal or state laws, rules or regulations. Any questions regarding these topics should be directed to your legal and tax advisors.

Insurance products are issued by Securian Life Insurance Company, a New York authorized insurer. The company is headquartered in St. Paul, MN. Securian Life is solely responsible for the financial obligations under the policies or contracts it issues.

Securian Financial is the marketing name for Securian Financial Group, Inc., and its subsidiaries. Securian Life Insurance Company is a subsidiary of Securian Financial Group, Inc.



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RESOLUTION

Resolution Authorizing a Two-Year Contract with Schumacher Elevator Company of Denver, Iowa for Elevator Service and Repairs with Two (2) Additional Option Years (16)

WHEREAS, the Facilities Management Department is responsible for maintaining the buildings, equipment, and grounds for the County of McHenry, including a total of fifteen (15) elevators that are required by law to be inspected for safety and proper operations; and

WHEREAS, the Facilities Management Department prepared specifications for Elevator Service and Repair and the Procurement & Special Services Department solicited multiple proposals, and five (5) responses were received; and

WHEREAS, the proposals were qualified and scored; and

WHEREAS, the Director of Facilities Management is recommending a two (2) year base term contract with Schumacher Elevator Company of Denver, Iowa, with the option of two (2) additional years; and

WHEREAS, the cost of this expense has been accounted for in the Facilities Management FY2026 budget; and

WHEREAS, the Administrative Services and Finance & Audit Committees have reviewed the said request.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that it hereby authorizes the Director of Procurement and Special Services to initiate a two (2) year contract with Schumacher Elevator Company of Denver, Iowa with the option of two (2) additional years to provide elevator maintenance and repairs at an estimated annual cost of \$33,864; and

BE IT FURTHER RESOLVED, by this County Board of McHenry County, Illinois, that \$33,864 will be accounted for in the development of the FY2026 budget under the following budget line items:

<u>Main Acct-Dept-Div-Fund</u>	<u>Building Elevator Location(s)</u>	<u>FY 2026</u>
430510-40-16-1600-100	Main Campus – Woodstock	\$ 27,456
430510-40-61-6180-800	Valley Hi Nursing Home - Woodstock	\$ 4,272
430510-40-16-1655-222	Regional Training Facility – Cary	\$ 2,136

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the Director of Facilities, the Director of Procurement and Special Services and the County Administrator.

DATED at Woodstock, Illinois, this 16th day of September, A.D., 2025.

Michael Buehler, Chairman
McHenry County Board

ATTEST:

Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Resolution Authorizing a Two-Year Contract with Schumacher Elevator Company of Denver, Iowa for Elevator Service and Repairs with Two (2) Additional Option Years (16)

Board / Committee Action Requested:

Approval to enter into a contract for elevator maintenance and repair services with Schumacher Elevator Company of Denver, Iowa.

Background and Discussion:

Facilities Management Department prepared specifications for the bid for elevator maintenance and repair service at County properties for the Procurement & Special Services Department who issued RFP # 25-8385.1. The proposal was for a two-year (2) Base Term (FY2026 and FY2027) and two (2) Optional Years (FY2028 and FY2029) and it was sent to multiple potential bidders and published on the web. The proposals were qualified and scored, and Schumacher Elevator Company scored the highest and was selected.

Impact on Human Resources: None

Impact on Budget (Revenue; Expenses, Fringe Benefits):

The funds for snow and ice removal services are included in the proposed FY2026 budget for Facilities Management and Valley Hi.

Impact on Capital Expenditures: None

Impact on Physical Space: None

Impact on Other County Departments or Outside Agencies: None

Conformity to Board Ordinances, Policies and Strategic Plan: Follows the current County Purchasing Ordinance.



McHenry County Procurement Executive Summary

September 03, 2025

Requesting Department: Facilities Management
Procurement Name: RFP 25-8385.1 Elevator Maintenance and Repair Re-Bid
Recommended Vendor: Schumacher Elevator Company
Amount of Award: Estimated Cost \$33,864.00 per Year
Two (2) Initial Years and Two (2) Optional Years

Notification and Response

Publicly posted and advertised, as required by law.

Bid/RFP Due Date: August 01, 2025
Bids/Proposals Received: 5
Prevailing Wage: Yes _____ Not Applicable __X__
Proprietary: Yes _____ No __X__

Award Statement

A selection committee ranked each proposal and scored them based on the criteria set forth in the RFP. Based on contract compliance, the Director of Facilities and the Director of Procurement & Special Services recommend awarding this contract to the responsible low bidder, Schumacher Elevator Company of Denver, IA. Costs provided are confidential until after award due to the nature of the RFP evaluation process.

Vendor	Rank	Responsive / Responsible
Schumacher Elevator Company, Denver, IA	1	Yes
American Hoist & Manlift, Inc., Homer Glen, IL	2	Yes
TK Elevator Corporation, Carol Stream, IL	3	Yes
Anderson Elevator Company, Broadview, IL	4	Yes
Mid-American Elevator Co., Inc., East Dundee, IL	5	Yes

 Proposal Summary - August 01, 2025							
RFP 25-8385.1							
Elevator Maintenance and Repair - Re-Bid							
<u>Company and Location</u>	<u>Company Information</u>	<u>Pricing Proposal</u>	<u>References</u>	<u>Certification and Signature</u>	<u>Optional Vendor Information</u>	<u>W-9</u>	<u>Responsive Responsible</u>
Advanced Elevator Company Aurora, IL	yes	no	yes	yes	yes	yes	no
American Hoist & Manlift, Inc. Homer Glen, IL	yes	yes	yes	yes	no	yes	yes
Mid-American Elevator Co., Inc. East Dundee, IL	yes	yes	yes	yes	yes	yes	yes
Schumacher Elevator Company Denver, IA	yes	yes	yes	yes	no	yes	yes
South West Industries, Inc., DBA Anderson Elevator Company, Broadview	yes	yes	yes	yes	yes	yes	yes
TK Elevator Coporation Downers Grove, IL	yes	yes	yes	yes	no	yes	yes

RFP 25-8385.1 - Elevator Maintenance and Repair Re-Bid



MANDATORY PROPOSAL PAGE - DO NOT ALTER FORM

Elevator Location / Facility	Group #	Year 1 FY2026 12/01/25 - 11/30/26 Annual MCP Service	Year 2 FY2027 12/01/26 - 11/30/27 Annual MCP Service	Year 3 FY2028 12/01/27 - 11/30/28 Annual MCP Service	Year 4 FY2029 12/01/28 11/30/29 Annual MCP Service Optional
Jail Staff Elevator	1	\$2,136.00	\$2,136.00	\$2,196.00	\$2,268.00
Jail Kitchen	1	\$2,136.00	\$2,136.00	\$2,196.00	\$2,268.00
Jail Prisoner Transport	1	\$2,136.00	\$2,136.00	\$2,196.00	\$2,268.00
MCGC C-Mod Passenger South	1	\$2,136.00	\$2,136.00	\$2,196.00	\$2,268.00
MCGC C-Mod Freight North	1	\$2,136.00	\$2,136.00	\$2,196.00	\$2,268.00
MCGC Court Holding	1	\$2,136.00	\$2,136.00	\$2,196.00	\$2,268.00
MCGC Court Holding	1	\$2,136.00	\$2,136.00	\$2,196.00	\$2,268.00
MCGC Secure Judges	1	\$2,136.00	\$2,136.00	\$2,196.00	\$2,268.00
MCGC West entrance (left - east)	1	\$2,136.00	\$2,136.00	\$2,196.00	\$2,268.00
MCGC West entrance (right - west)	1	\$2,136.00	\$2,136.00	\$2,196.00	\$2,268.00
Total Annual Amount Group 1		\$ 21,360.00	\$ 21,360.00	\$ 21,960.00	\$ 22,680.00
Valley Hi Nursing Home	2	\$2,136.00	\$2,136.00	\$2,196.00	\$2,268.00
Valley Hi Nursing Home	2	\$2,136.00	\$2,136.00	\$2,196.00	\$2,268.00
Total Annual Amount Group 2		\$ 4,272.00	\$ 4,272.00	\$ 4,392.00	\$ 4,536.00
Administration Building /					
Total Annual Amount Group 3	3	\$ 2,136.00	\$ 2,136.00	\$ 2,196.00	\$ 2,268.00
Annex Building A /					
Total Annual Amount Group 4	4	\$ 2,136.00	\$ 2,136.00	\$ 2,196.00	\$ 2,268.00
Total Annual Amount Group 5	5	\$ 1,824.00	\$ 1,824.00	\$ 1,872.00	\$ 1,932.00
MC Joint Training Facility /					
Total Annual Amount Group 6	6	\$ 2,136.00	\$ 2,136.00	\$ 2,196.00	\$ 2,268.00
Total Bid Annual MCP Service	1-6	\$33,864.00	\$33,864.00	\$34,812.00	\$35,952.00

Hourly Rate for Mechanic / After Contract Service Hours \$ See Rates Tabel

Trip Charge, if any, for After Hour Service \$ 0.85/mile

Exceptions to this RFP (if there are none, write "NONE")

None

Local 15 Rockford - 2025 Rates			
Time	Nature of Call	FM Contract	
M-F, Business Hrs	Service Callback	n/a	
Fri pm / Saturday	Service Callback	\$ 179.90	
Sunday / Holiday	Service Callback	\$ 257.00	
M-F, Business Hrs	Misuse / Vandalism	\$ 257.00	
Fri pm / Saturday	Misuse / Vandalism	\$ 436.90	
Sunday / Holiday	Misuse / Vandalism	\$ 514.00	



MANDATORY PAGE – CERTIFICATIONS AND SIGNATURE

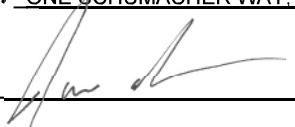
- In addition to any Work or Specification Requirements, I acknowledge there to be Five (5) **Mandatory Documents** including: References Page, Proposal Page, Certification and Signature Page, W-9 Form, **in addition to any additional specifications outlined in the Request Description.** ☒ Yes
- Submitter certifies it has not been barred from contracting with a unit of State or Local Government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended. ☒ Yes
- Vendor certifies it is aware that all contracts for the Construction of Public Works are subject to the **Illinois Prevailing Wage Act** (820 ILCS 130/1-12) and this Bid or Request
☐ Is Subject to, ☒ NOT Subject to the Illinois Prevailing Wage Act. ☒ Yes
- Vendor acknowledges this Bid or Request ☐ Is Subject to, ☒ Is NOT Subject to the **Employment of Illinois Workers in Public Works Act** (30 ILCS 570/3) and will comply with the requirements set forth in this Act. ☒ Yes
- I acknowledge this Solicitation ☐ Requires, ☒ Does NOT Require a Bid Bond. Bid Security, if required, shall be in an amount equal to at least ten percent (10%) of the amount of the Bid except for the Division of Transportation, which should be at least five percent (5%). Bid Security shall be a bond provided by a surety company authorized to do business in the State of Illinois, or a certified check, bank draft, or cashier's check. ☒ Yes
- Vendor understands that, in submitting this bid/proposal, it waives all right to plead any misunderstandings regarding the foregoing information presented in the Solicitation Documents, including but not limited to, the McHenry County Purchasing Ordinance, Standard Terms and Conditions, and All Addendums. ☒ Yes

I have carefully examined the Bid or Request, Scope of Work, Specifications, and any other documents accompanying or made a part of this Request. I certify I am duly authorized to submit on behalf of the firm, and the firm is ready, willing, and able to perform if awarded the contract. I further certify, under oath, this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service.

Individual/Company:

Schumacher Elevator Company

Full Address: ONE SCHUMACHER WAY, PO BOX 393, DENVER, IA 50622

Signature:  **Date:** 07/30/2025

Printed Name and Title: Jason Anderson, Service Manager

Telephone Number: 319-406-1277 **Email:** jason.anderson@schumacherelevator.com

Witness Name, Title, and Signature:

Shannon Knapp, Service Account Specialist



End of Document

RESOLUTION - SUPERMAJORITY

Resolution Authorizing the purchase of a Water Softener System serving the McHenry County Correctional Center from Aqua Service Company of Addison IL and Budget Line-Item Transfer in the Inmate Welfare Fund (16)

WHEREAS, the Facilities Management Department is responsible for the maintenance and repair of all County-owned facilities, mechanical equipment, and grounds, including the main Government Center campus, the Division of Transportation, Valley Hi campuses, Health/Animal Control facility, and the Regional Training Center and Firing Range; and

WHEREAS, the current 1990 Bruner conditioning system serving the Correction Center is at its end-of-life expectancy, and replacement parts are no longer readily available; and

WHEREAS, a water softener removes hard minerals from water, which, without this equipment the Correctional Center would have mineral build-up form in pipes, appliances, and on fixtures, leading to inefficiency and damage, which could be costly for repairs and replacement; and

WHEREAS, the Facilities Management Department prepared specifications for RFP #25-8424 and the Procurement & Special Services Department solicited multiple proposals, and four (4) responses were received, and the proposals were qualified and scored; and

WHEREAS, the Director of Facilities, the Sheriff's Department Business Manager, and the Director of Procurement & Special Services recommend awarding this contract to the responsive, responsible low bidder, Aqua Service Company of Addison, IL; and

WHEREAS, the cost of this project was included in the 2025 Capital Plan, but half of the cost will be covered as an appropriate expenditure from the Inmate Welfare fund and transferred to the capital fund to offset the total cost; and

WHEREAS, the Administrative Services & Finance & Audit Committees have reviewed said request.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that it hereby authorizes the Director of Procurement and Special Services to initiate a contract with Aqua Service Company of Addison, IL for the McHenry County Correctional Center Water Softener System Replacement at a cost of \$49,468, and

BE IT FURTHER RESOLVED, by this County Board of McHenry County, Illinois, that \$49,468 has been accounted for in the FY2025 Capital Plan in 604000-60-90-9000-400 (Machinery & Equipment > \$5000 – Capital Fund), and the transfer in from Inmate Welfare will require the following budget line-item transfer:

670000-67-32-3200-360 Operating Transfer Out – Inmate Welfare	\$25,000
681000-68-32-3200-360 Fund Balance Enhancement – Inmate Welfare	\$(25,000)

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to

DATED at Woodstock, Illinois, this 16th day of September, A.D., 2025.

Michael Buehler, Chairman
McHenry County Board

ATTEST:

Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Resolution Authorizing the purchase of a Water Softener System serving the McHenry County Correctional Center from Aqua Service Company of Addison IL and Budget Line-Item Transfer in the Inmate Welfare Fund (16)

Board / Committee Action Requested:

Approval to enter into a contract for the purchase of a replacement water softener system serving the McHenry County Correctional Center from Aqua Service Company of Addison IL

Background and Discussion:

Facilities Management Department prepared specifications for the proposal for the replacement water softener system serving the McHenry County Correctional Center for the Procurement & Special Services Department who issued RFP # 25-8424. The proposals were qualified and scored, and Aqua Service Company scored the highest and was deemed the responsive, responsible lowest bidder.

Impact on Human Resources: None

Impact on Budget (Revenue; Expenses, Fringe Benefits):

This expense is covered in the FY2025 approved capital budget and half the costs will be paid by the Inmate Welfare Fund.

Impact on Capital Expenditures:

This is considered a capital expense and is included in the approved FY2025 capital budget

Impact on Physical Space: None

Impact on Other County Departments or Outside Agencies: None

Conformity to Board Ordinances, Policies and Strategic Plan: Follows the current County Purchasing Ordinance.



McHenry County
Procurement Executive Summary

September 3, 2025

Requesting Department: Facilities Management
Procurement Name: RFP 25-8424 McHenry County Correctional Center Water Softener System Replacement
Recommended Vendor: Aqua Service Company
Amount of Award: \$49,468.00

Notification and Response

Bid/RFP Due Date: August 11, 2025
Bids/Proposals Received: 4
Prevailing Wage: Yes ☒ Not Applicable ☐
Proprietary: Yes ☐ No ☒

Award Statement

Based on cost and contract compliance, the Director of Facilities Management, the Sheriff’s Department Business Manager, and the Director of Procurement & Special Services recommend awarding this contract to the responsive, responsible low bidder, Aqua Service Company, of Addison IL.

Vendor	Total Bid	Responsive Responsible
Aqua Service Company	\$49,468.00	Yes
Hartwig Mechanical	\$73,699.00	Yes
ASAP Plumbing	\$86,300.00	Yes
HR Stewart	\$119,850.00	Yes

RFP 25-8424 Correctional Center Water Softener System Replacement									
Submission From:	TOTAL	Technical Specs	Schematic	Bid bond 10%	Ref	Cert.	Signature	Exceptions	Responsive Responsible
Aqua Service Company	\$49,468.00	Y	Y	Y	Y	Y	Y	N/A	Y
ASAP Plumbing	\$86,300.00	Y	Y	Y	Y	Y	Y	N/A	Y
HR Stewart	\$119,850.00	Y	Y	Y	Y	Y	Y	Pipe insulation (at this time)	Y
Hartwig Mechanical	\$73,699.00	Y	Y	Y	Y	Y	Y	N/A	Mandatory pricing page incomplete



McHenry County Procurement
2200 N Seminary Avenue, Woodstock, IL 60098

RFP 25-8424

McHenry County Correctional Center Water Softener System Replacement

This Request for Sealed Proposal (RFP) is for the purpose of contracting with a qualified firm to replace the current water softener system at the McHenry County Correctional Facility, subject to continuing need and availability of funds. All requirements are according to specifications enclosed herein.

Contact Information. Direct all inquiries & communication via email to:

Djuana M Leonard, C.P.M., Assistant Procurement Manager

dleonard@mcHenrycountyil.gov

Any communication regarding this Bid or Request between the date of issue and date of award is required to go through the Procurement Specialist listed (or the Purchasing Administrative Specialist). Unauthorized contact with other McHenry County staff, officers, or architects/engineers may result in disqualification. Electronic Communication is required.

MANDATORY COVER PAGE

COVER SHEET - TYPE or PRINT CLEARLY

Company: Aqua Service Company FEIN: 363981244

Contact Person: John Olszak Email Address: Jolszak@aquaservice.net

Site Visit Attendee: John Olszak Date Attended: 7-24-25



McHenry County Procurement
2200 N Seminary Avenue, Woodstock, IL 60098

MANDATORY PAGE
PROPOSAL PRICING FORM

We, Aqua Service Company, propose to provide the requested services according to the requirements of this Request for Proposal. We also certify that this written proposal is valid for 120 days from the day of this proposal and the attached information is received and filed by the County of McHenry.

Lump Sum Amount: \$ 49,468.00
(Numerical, Example "\$100.00")

Lump Sum Amount: FourtyNine Thousand, FourHundred Sixty Eight Dollars and No/100 cents
(Written Clearly or Typed, Example "One Hundred Dollars and No/100 cents")

Proposal Lump Sum Amount MUST be All-Inclusive of Labor, Equipment, Parts, ETC.

NO Additional costs will be incurred by the County.

Please list any EXCEPTIONS to this RFP. If there are none, write "NONE"

NONE



**MANDATORY PAGE
REFERENCES**

Please list three (3) references, other than McHenry County, you have done similar work, service or supplied similar products to within the last twelve (12) months. Email address required. It is the vendor's responsibility to ensure references respond to the County, as required.

Entity: Storypoint Granger Contact Person: Joshua Burd
Address: 6751 W Mequon Rd City, State, Zip Code: Mequon, WI 53092
Email Address: joshua.burd@storypointgroup.com

Entity: Sunrise of Willowbrook Contact Person: Jonathon Cruz
Address: 6300 Clarendon Hills Rd City, State, Zip Code: Willowbrook, IL 60527
Email Address: jonathon.cruz@sunriseseniorliving.com

Entity: Brighton Gardens of Wheaton Contact Person: John Guerra
Address: 831 Butterfield Rd City, State, Zip Code: Wheaton, IL 60189
Email Address: john.guerra@sunrise senior living.com



MANDATORY PAGE
CERTIFICATONS AND SIGNATURES

- I acknowledge there to be FOUR (4) **Mandatory Pages**, for my submission to be considered:
Cover Page, Pricing Page, References Page, Certifications & Signature Page, PLUS
Bid bond, Proposal requirements (Installation/piping plan, drawing, equip. technical specs) ☒ Yes
- Vendor certifies it has not been barred from contracting with a unit of State or Local Government because of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended. ☒ Yes
- Vendor certifies it is aware that all contracts for the Construction of Public Works are subject to the **Illinois Prevailing Wage Act** (820 ILCS 130/1-12) and this Solicitation
☒ **Is Subject to**, ☐ Is NOT Subject to the Illinois Prevailing Wage Act. ☒ Yes
- Vendor acknowledges this Solicitation ☒ **Is Subject to**, ☐ Is NOT Subject to the **Employment of Illinois Workers in Public Works Act** (30 ILCS 570/3) and will comply with the requirements set forth in this Act. ☒ Yes
- I acknowledge this Solicitation ☒ **Requires**, ☐ Does NOT Require a **Bid Bond**
Bid Security shall be in an amount equal to at least ten percent (10%)
of the amount of the Bid except for the Division of Transportation, which should be at least
five percent (5%). Bid Security shall be a bond provided by a surety company authorized to do
business in the State of Illinois, or a certified check, bank draft, or cashier's check. ☒ Yes
- I acknowledge this Solicitation ☒ **Requires**, ☐ Does NOT Require
Performance & Payment Bonds ☒ Yes
- Vendor understands that, in submitting this bid/proposal, it waives all right to plead
any misunderstandings regarding the foregoing information presented in the Solicitation
Documents, including but not limited to, the McHenry County Purchasing Ordinance,
Standard Terms and Conditions, and All Addendums. ☒ Yes

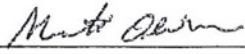
I have carefully examined the Bid or Request, Scope of Work, Specifications, and any other documents accompanying or made a part of this Request. I certify I am duly authorized to submit on behalf of the firm, and the firm is ready, willing, and able to perform if awarded the contract. I further certify, under oath, this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service.

Individual/Company/Corporation: Aqua Service Company

Printed Name and Title: John Olszak Vice President / General Manager

Telephone Number: 630-238-1910 Email: Jolszak@aquaservice.net

Signature:  Date: 8-8-25

Witness Name & Title: Matthew Olszak Office Manager Witness Signature: 

End of Document



1001 W Republic Dr. Unit 2
Addison IL 60101
P: 630-238-1910 F: 630-238-1907
E: managers@aquaservice.net

PROPOSAL

PROPOSAL #

70492593

DATE

07/24/2025

BILL TO

McHENRY COUNTY CORRECTIONAL CENTER
2200 N. SEMINARY
WOODSTOCK, IL, 60098

SERVICE LOCATION

McHENRY COUNTY CORRECTIONAL CENTER

Dave Little
2200 N. SEMINARY
WOODSTOCK, IL, 60098
P: (815) 334-0105
E: DWLittle@mchenrycountyil.gov

SCOPE

Aqua Service will supply parts and labor to install a complete new water softener system as follows:

- (2) 30" x 72" fiberglass resin tanks with downtube and distributors
- (2) Clack WS3 control valves and timers
- (2) Clack CL-3 electronic meters
- (30) Cu. Ft. of cation softening resin (15 cu ft per tank)
- (700) lbs of support gravel (350 lbs per tank)
- (1) 39" x 48" brine tank with brine well, and brine valve

Aqua Service will Schedule with the customer a day to shut down the hot water and install new valves. This work to happen between 8pm and 6am.

Aqua Service will return to remove old resin from existing softeners and dump in a customer supplied dumpster to be hauled to landfill.

Aqua Service will connect new softener to the existing isolation valves using Copper piping and fittings.

Aqua Service will move haul away the old tanks, valves, and controllers.

Upon completion Aqua Service will ensure both units operate per manufacturer specs and train staff on the system controls.

TERMS

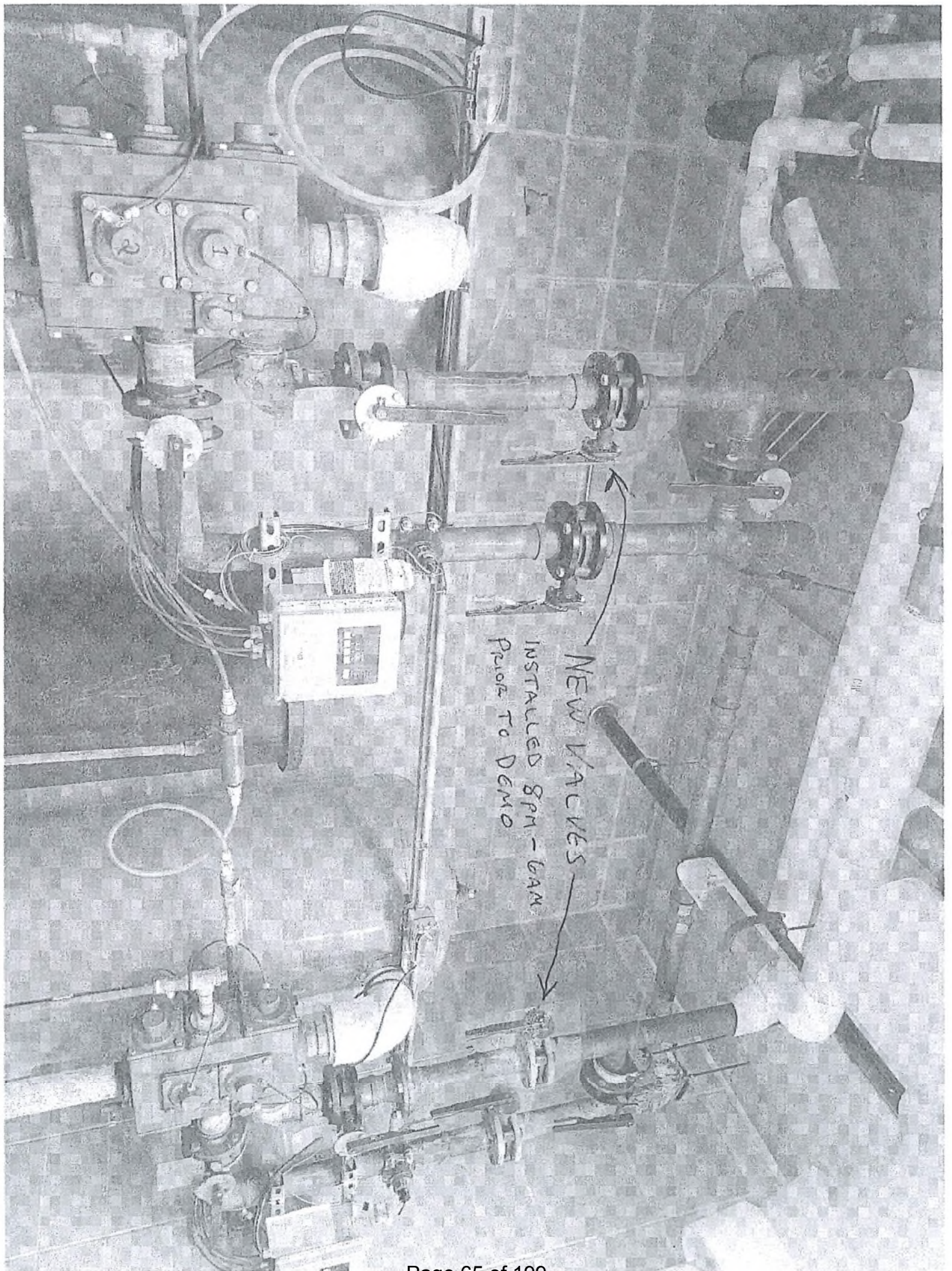
Proposal valid for 30 calendar days. Authorization and PO required prior to material procurement and scheduling. **Please contact your salesperson, Nick Chipman, with any questions.**

Subtotal
Sales Tax
TOTAL

\$49,468.00
\$0.00
\$49,468.00

ACCEPTED:

PO NUMBER:



DUPLEX NXT SOFTENER

MODEL NO. 29/17NXT-DUP-450-C3948

CAPACITY: (each tank)

MIN. 360,000 gals. @ 9 lbs./cu.ft.

MAX. 450,000 gals. @ 15 lbs./cu.ft.

FLOW RATE: (each tank)

NORMAL 75 gpm.

PEAK 140 gpm.

BACKWASH 25 gpm.

TANK SIZE: 30" x 72"

COMPOSITE

MEDIA: (each tank)

RESIN 15 cu.ft.

GRAVEL 350 lbs.

PIPE SIZE:

INLET 2"

OUTLET 2"

DRAIN 1"

BRINE 1/2"

METER 2"

BRINE TANK

MODEL NO. BT3948R-454HF-5

TANK SIZE: 39" x 48"

POLYETHYLENE

CAPACITY:

250 gals.

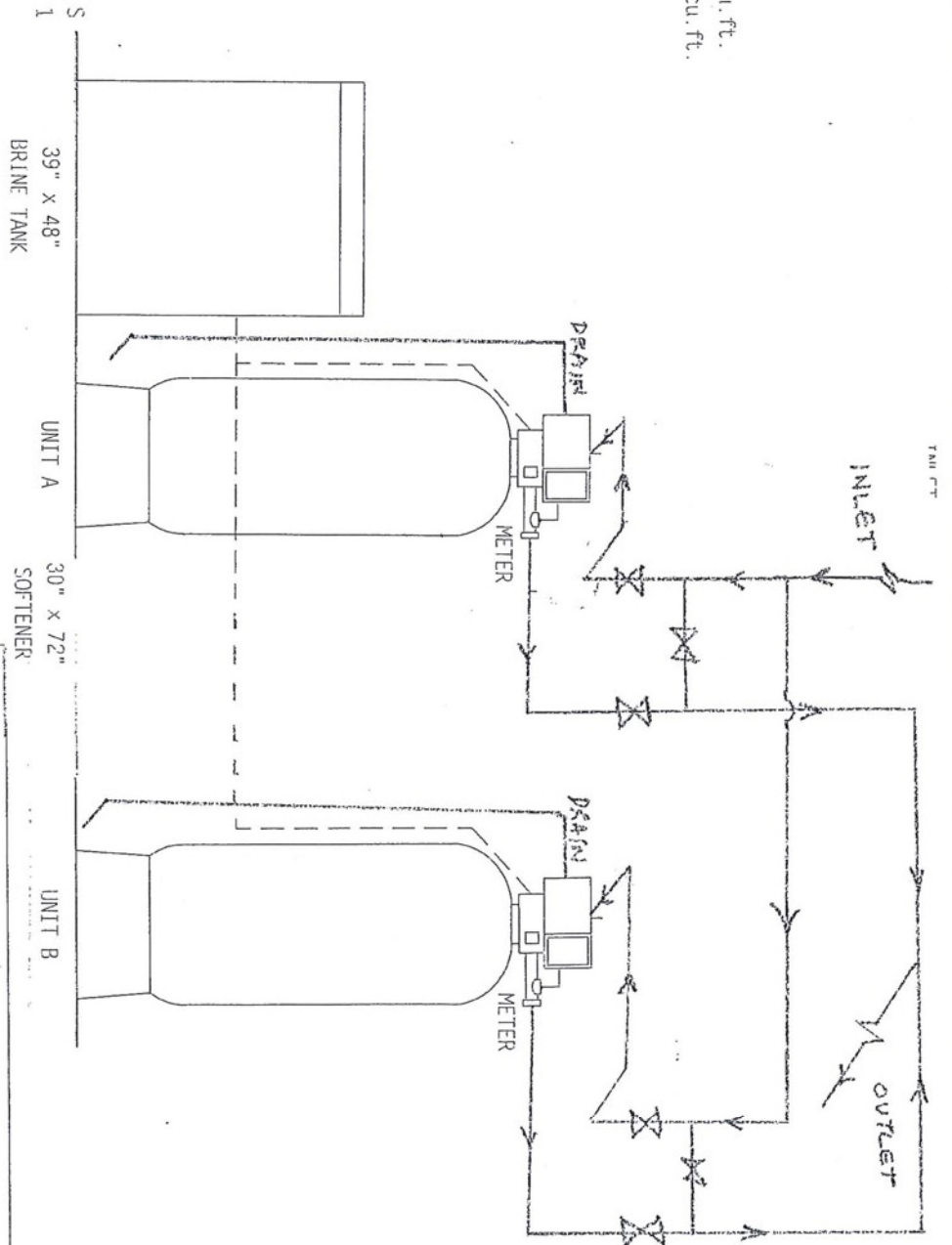
2,200 lbs./salt

BRINE VALVE: 454HF

BRINE WELL: 5"

WEIGHT (APPROX)

TOTAL SHIPPING 3,105 lbs.



DO NOT SCALE DRAWING

THIS DRAWING IS ISSUED IN CONFIDENCE AND CANNOT BE REPRODUCED OR USED FOR MANUFACTURING WITHOUT PERMISSION



Aqua Service Company
1001 W Republic Dr.
Addison IL 60101

GENERAL ARRANGEMENT DWG.

SOFTENER 450K

DUPLEX NXT SYSTEM

DATE:

CHIEF:

PAGE 1 OF 1

DATE:

CHIEF:

PAGE 1 OF 1

29/17NXT-DUP-450-C3948

Clack®

WS3

**WATER
SPECIALIST
CONTROL
VALVE**

NSF

Certified to NSF/ANSI 44 and NSF/ANSI/CAN 61 and 372.

- Control Valve Flow Rates: Service 250 gpm (946 lpm) (56.8 m³/h)
Backwash 220 gpm (833 lpm) (50.0 m³/h)
- Epoxy coated lead free brass valve body
- Fully programmable regeneration cycle times and sequences (maximum 9)
- Network up to 16 valves using Cat5 cable or better
- Methods to initiate regeneration: Meter Delayed, Meter Immediate, Time Clock Delay, Remote Input
- Add up to 2 relay expansion boards to circuit board (sold separately)
- Top-mount or side-mount capabilities for commercial and industrial applications
- Programmable System types: Alternating, Progressive Flow, Series, Single
- Days override feature; 1-28 days or day/s of the week
- Blue backlight front display shows: Time and Date, Current Flow Rate, Volume Used, Volume Remaining, Days Remaining
- Diagnostics and history viewing
- Modbus RS485 duplex to communicate with building automation systems
- Remote circuit board software update capability
- Reliable and proven DC drive
- One piece expanding seal spacer stack assembly



Water Specialist 3.0" NPT or BSPT

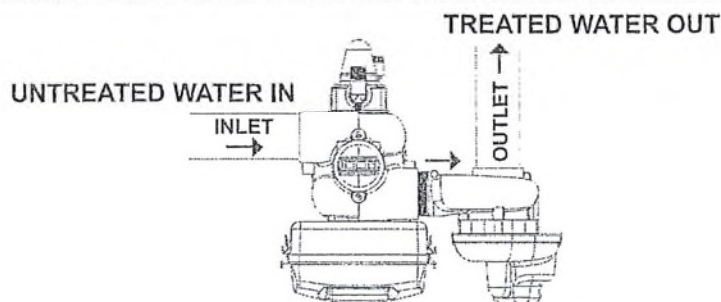
No Hard Water Bypass



Certified to NSF/ANSI/CAN 61 and NSF/ANSI/CAN 372.

Order No. V3099 • NPT
Order No. V3099BSPT • BSPT

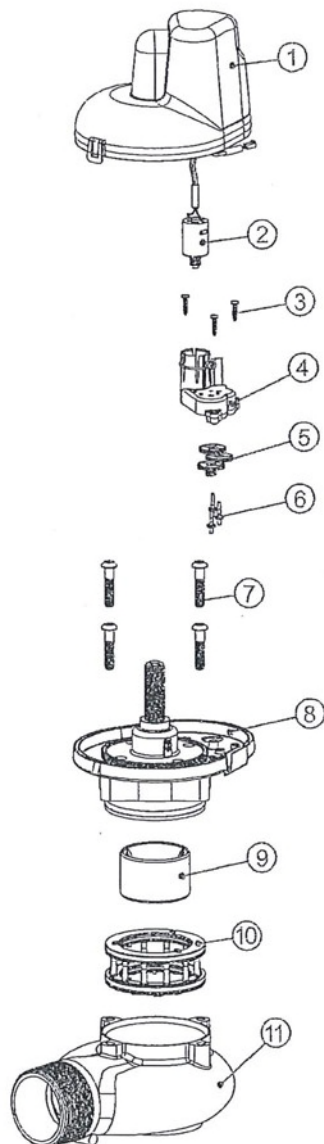
- 3" NPT and 3" BSPT
- Lead Free Brass Casting with NSF/FDA approved black coating
- Hydraulically balanced piston valve
- Allows for WS3 Valves to be used in multiple tank systems
- Full 3" ports with minimal pressure loss
- Provides for no raw water bypass during regeneration
- Provides choices of treated or non-treated water regeneration
- Proven and reliable Clack DC drive assembly
- Low voltage drive assembly controlled by valve's circuit board
- Flow from the male inlet to the female outlet has a 1.9 PSI drop at 250 GPM
- Operating Pressures:
20 PSI Minimum
125 PSI Maximum
- Operating Temperatures:
40°F Minimum
110°F Maximum



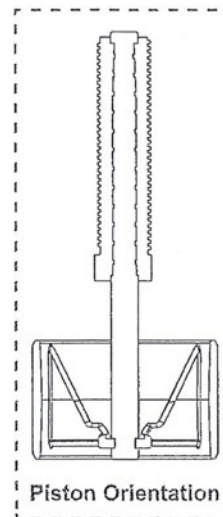
EXAMPLE OF A NO HARD WATER BYPASS CONFIGURATION

**Order No. V3099 • Description: NO HARD WATER BYPASS 3INMXF NPT or
Order No. V3099BSPT • Description: NO HARD WATER BYPASS 3INMXF BSPT**

Drawing No.	Order No.	Description	Quantity	
			V3099	V3099BSPT
1	V3696	WS3 MAV COVER	1	1
2	V3476	WS MOTOR ASY 8 FT	1	1
3	V3592	SCREW #8-3/4 PHPN T-25 SS	3	3
4	V3262-01	WS 1.5&2ALT/2BY REDUCGEARCVASY	1	1
5	V3110-01	WS1 DRIVE REDUCING GEAR PLAIN	3	3
6	V3264	WS2 BYPASS REDUCTION GEAR AXLE	3	3
7	V3789	SCREW 3/8-16 X 1.75 BHCS SS (7/32" hex allen wrench required)	4	4
8	V3085	WS3 MAV DRIVE CAP ASY	1	1
9	V3695-01	WS3 MAV PISTON	1	1
10	V3888	WS3 NHWBY STACK ASY	1	1
11	V3830-01	WS3 NHWBY M X F BODY NPT	1	N/A
	V3830BSPT-01	WS3 NHWBY M X F BODY BSPT	N/A	1



•Operating Pressures:
20 PSI Minimum / 125 PSI Maximum
•Operating Temperatures:
40°F Minimum / 110°F Maximum





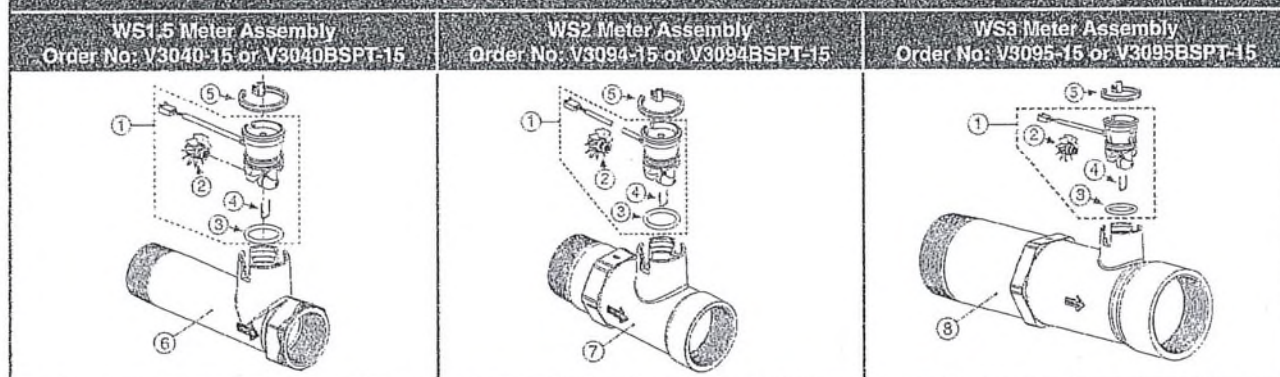
Stainless Steel Inline Flow Meters

1.5" Meter V3040-15 or V3040BSPT-15	2" Meter V3094-15 or V3094BSPT-15	3" Meter V3095-15 or V3095BSPT-15
• 1.5" Inline meter suited for commercial/industrial applications • 316 stainless steel material • Electro polished for improving corrosion resistance, leaving a lasting bright finish • Service flow range 0.5 to 75 gpm (2-284 lpm) • Meter accuracy $\pm 5\%$ • Reliable and proven turbine design • 15-foot cable included • 1.5" Male x Female NPT or BSPT connections	• 2" Inline meter suited for commercial/industrial applications • 316 stainless steel material • Electro polished for improving corrosion resistance, leaving a lasting bright finish • Service flow range 1.5 to 150 gpm (5.7-568 lpm) • Meter accuracy $\pm 5\%$ • Reliable and proven turbine design • 15-foot cable included • 2" Male x Female NPT or BSPT connection	• 3" Inline meter suited for commercial/industrial applications • 316 stainless steel material • Electro polished for improving corrosion resistance, leaving a lasting bright finish • Service flow range 3.5 to 350 gpm (13-1,325 lpm) • Meter accuracy $\pm 5\%$ • Reliable and proven turbine design • 15-foot cable included • 3" Male x Female NPT or BSPT connection



Certified to NSF/ANSI/CAN 61 and NSF/ANSI 372.

Inline Flow Meters NPT or BSPT



Drawing No.	Order No.	Description	Quantity
Common Parts			
1	V3221	WS Remote Meter Assy 15 Ft Cord (includes V3118-03, V3501 and V3105)	1
2	V3118-03	WS1.5/2 Turbine Assy	1
3	V3105	O-Ring 215	1
4	V3501	WS1.5/2 Turbine Clip	1
5	V3632	WS1.5/2/3 Meter Retaining Clip	1
WS1.5 Meter Assembly Parts			
6	V3401-04	WS1.5 Meter Housing MxF NPT	1
	V3401BSPT-04	WS1.5 Meter Housing MxF BSPT	
Not Shown	V3437	WS1.5 Flow Straightener (located inside meter housing)	1
WS2 Meter Assembly Parts			
7	V3754-01	WS2 Meter NPT MxF Housing	1
	V3754BSPT-01	WS2 Meter BSPT MxF Housing	
Not Shown	V3488	WS2 Flow Straightener (located inside meter housing)	1
WS3 Meter Assembly Parts			
8	V3844-01	WS3 Meter NPT MxF Housing	1
	V3844BSPT-01	WS3 Meter BSPT MxF Housing	
Not Shown	V3602	WS3 Flow Straightener (located inside meter housing)	1

Installation:

Installation of the V3040-15 WS1.5 Meter NPT Assembly can be accomplished using 1.5" NPT pipe and fittings. For V3040BSPT-15 WS1.5 Meter BSPT use 1.5" BSPT pipe and fittings. Installation of the V3094-15 WS2 Meter NPT Assembly can be accomplished using 2" NPT pipe and fittings. For V3094BSPT-15 WS2 Meter BSPT Assembly use 2" BSPT pipe and fittings. Installation of the V3095-15 WS3 Meter NPT Assembly can be accomplished using 3" NPT pipe and fittings. For V3095BSPT-15 WS3 Meter BSPT Assembly use 3" BSPT pipe and fittings.

WHEN INSTALLING THE METER, YOU MUST LUBRICATE THE INTERNAL BORE OF THE METER HOUSING AND THE O-RING OF THE ADAPTER. MAKE SURE THE ARROW ON THE METER BODY IS GOING THE SAME DIRECTION AS THE WATER FLOW. THE METER CAN BE INSTALLED IN HORIZONTAL OR UPWARD WATER FLOW VERTICAL APPLICATIONS. HYDROCARBONS SUCH AS VASELINE®, PETROLEUM JELLY, KEROSENE, BENZENE, GASOLINE, ETC., WILL DAMAGE PRODUCTS THAT CONTAIN O-RINGS OR PLASTIC COMPONENTS. EXPOSURE TO SUCH HYDROCARBONS MAY CAUSE THE PRODUCTS TO LEAK. DO NOT USE CLACK CONTROL VALVE PRODUCT(S) ON WATER SUPPLIES THAT CONTAIN HYDROCARBONS SUCH AS KEROSENE, BENZENE, GASOLINE, ETC.

THIS WATER METER SHOULD NOT BE USED AS THE PRIMARY MONITORING DEVICE FOR CRITICAL OR HEALTH EFFECT APPLICATIONS.

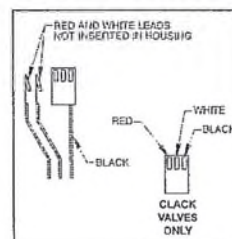
OPERATING PRESSURES: 20 PSI MINIMUM - 125 PSI MAXIMUM (1.4 - 8.6 bar)
 OPERATING TEMPERATURE 40°F MINIMUM - 110°F MAXIMUM (4° - 43°C)

The 22 gauge wire crimp terminals are Molex Series 41572 or 40445. The housing connector is Molex Series 2695 White Housing, P/N 22-01-3037.

The housing connector diagram shows the proper installation of the RED, WHITE and BLACK wires for CLACK CORPORATION CONTROL VALVES. When connecting to other manufacturers control valves please contact your original equipment manufacturer for proper wiring instructions.

Wiring:

- The meter must be supplied with a DC voltage between 4 and 24 volts
- The RED wire is positive
- The BLACK wire is negative
- The WHITE wire is the meter output



Programming	Select 1.5 in the "FL" programming parameter for the correct meter pulse reading Select 2.0 in the "FL" or "Set Meter Type" programming parameter for the correct meter pulse reading Select 3.0 in the "Set Meter Type" programming parameter for the correct meter pulse reading	
WS1.5		
WS2.0 or WS2H		
WS3.0		
Measurement	Imperial	Metric
Meter Pulses		
1.5 Inline	37 Pulses/ Gallon	9.8 Pulses/Liter
2.0 Inline	20 Pulses/ Gallon	5.3 Pulses/Liter
3.0 Inline	8 Pulses/ Gallon	2.1 Pulses/Liter
Meter Accuracy		
1.5 Inline	0.50 - 75 gpm ± 5%	1.90 - 284 lpm ± 5%
2.0 Inline	1.50 - 150 gpm ± 5%	5.68 - 568 lpm ± 5%
3.0 Inline	3.50 - 350 gpm ± 5%	13.25 - 1325 lpm ± 5%
	Output Signal 0.4 Hz - 47.5 Hz	
	NOTE: Not all flow monitors will register accurately at the specified specs of this meter. Contact your monitor manufacture for limitations.	
Pressure Drop		
1.5 Inline	2.7 PSID @ 75 gpm	0.19 BAR ΔP @ 284 lpm
2.0 Inline	3.6 PSID @ 150 gpm	0.25 BAR ΔP @ 568 lpm
3.0 Inline	7.3 PSID @ 350 gpm	0.50 BAR ΔP @ 1325 lpm

Water Specialist 3" Control Specifications

Inlet/Outlet (1)	3" Female NPT or BSPT
Cycles	up to 9
Valve Material	Lead free brass
Regeneration	Downflow
CONTROL VALVE FLOW RATES	
Service @ 15 psi/1 bar drop	250 gpm (946 lpm) (56.8 m ³ /h)
Backwash @ 25 psi/1.7 bar drop	220 gpm (833 lpm) (50.0 m ³ /h)
Cv Service	64.6
Cv Backwash	44.0
OPERATING PRESSURES	
Minimum/Maximum	20 - 125 psi (1.4 - 8.6 bar)
OPERATING TEMPERATURES	
Minimum/Maximum	40° - 110° F (4° - 43° C)
METER SPECIFICATIONS	
Accuracy	± 5%
Flow Rate Range	3.5 - 350 gpm (13.3 - 1325 lpm)
Volume Range	10 - 999,000 gallons (38 - 3,796.2 liters x1000)
Totalizer	1,000 - 999,999,000 gallons (3,786 - 3,785,407.9 liters x1000)
DIMENSIONS & WEIGHT	
Distributor Pilot	
Valve Bodies with 3" Female NPT Inlet & Outlet	3.5" OD (3" NPS)
Valve Bodies with 3" Female BSPT Inlet & Outlet	90mm OD
Drain Line Connection	3" Female NPT/BSPT "No Groove Lock"
Brine Line Adapters Included	1" Male NPT elbow and ¾" x 1" solvent weld elbow
Mounting Base	6" Flange or Side Mount
Height From Top Of Tank with 6" Flange QC Base	12.5" (318mm)
Shipping Weight Without Optional Meter	57 lbs (25.9 Kg)
ELECTRICAL SPECIFICATIONS	
POWER SUPPLY	
	<u>U.S.</u> <u>International</u>
Supply Voltage	120VAC 240VAC
Supply Frequency	60 Hz 60 Hz
Output Voltage	24VDC 24VDC
Output Current	800 mA 800 mA
TANK APPLICATIONS	
Water Softener	18" - 63" Diameter with standard injectors, to 96" with Brine Pump
Water Filter (2)	18" - 63" Diameter
CYCLES OF OPERATION	
Choose up to nine regeneration cycles, in any order, with a wide range of available values:	
Cycle	Range of values
Backwash	1 - 95 minutes
Brine (draw)	1 - 180 minutes
Slow Rinse	1 - 95 minutes
Fast Rinse	1 - 95 minutes
Refill	0.1 - 99 minutes
Hold (service)	1 - 480 minutes

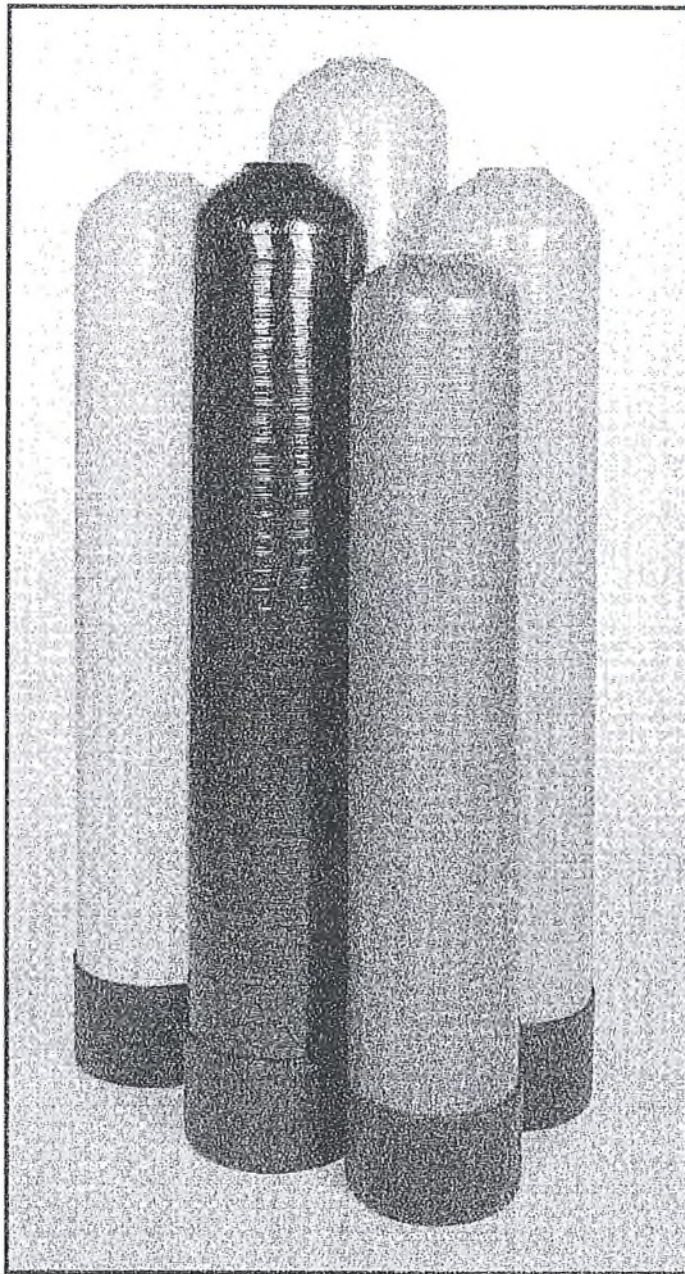
Options: Backwash Filter

Compatible with the following typical concentrations of regenerants or chemicals: Sodium chloride, potassium chloride, potassium permanganate, sodium bisulfite, chlorine and chloramines

1. See Distributor Pilot.

2. Filter tank size calculated @ 10 gpm of backwash per square foot of bed area/407 lpm per m² of bed area

Clack® Mineral Tanks



COLORS AVAILABLE:

ALMOND
BLACK
BLUE
GREY
NATURAL

Clack Mineral Tanks are made of high density polyethylene (HDPE) plastic liner with composite fiberglass filament winding over the liner. Clack's design provides a continuous seamless inner liner with a glass filled polypropylene inlet for higher strength and pressure capabilities. Residential and commercial pressure tanks are available from 8" to 30" diameters.

FEATURES:

- For water softener and filtration applications
- Capacities from 6.7 to 189.1 gallons
- 10 year warranty for 8" - 13" vessels
- 5 year warranty for 14" - 30" vessels

MATERIAL OF CONSTRUCTION:

- Inner liner high density polyethylene
- Threaded inlet glass filled polypropylene

OPERATING PARAMETERS:

- Maximum operating pressure: 150 psi
- Maximum operating temperature: 120°F

EXCEEDS NSF/ANSI 44 MINIMUM PERFORMANCE REQUIREMENTS:

- Safety factor: 4:1
- Minimum burst at 600 psi
- Tested to 100,000 cycles/0-150 psi



This product is Tested and Certified by NSF International against NSF/ANSI 44 for material and structural integrity requirements and NSF/ANSI/CAN Standard 61 for material requirements. Certified to NSF/ANSI/CAN 372.

MADE IN THE USA

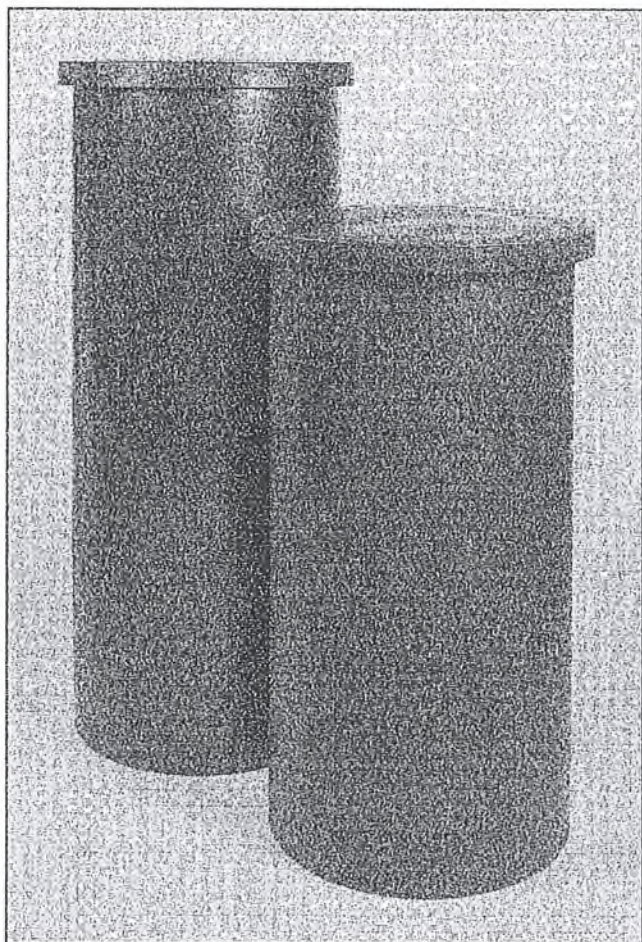
MINERAL TANK SPECIFICATIONS:

Tank Size (Inches)	Opening Diameter (Inch/mm)	Height with Base (Inch/mm)	Capacity Gallons	Capacity Liters	Capacity Cubic Feet	Empty Tank Weight With Base (Lbs/Kg)	Quantity per Bulk Pack/ Carton
8x35*	2.5/63.5	34.9/886	6.7	25.5	0.90	8.1/3.7	18
8x44	2.5/63.5	44.2/1123	8.6	32.5	1.15	9.8/4.4	18
9x18*	2.5/63.5	18.4/467	3.9	14.8	.52	5.1/2.3	9
9x35*	2.5/63.5	34.8/884	8.2	31.0	1.09	9.5/4.3	16
9x48	2.5/63.5	48.3/1227	11.5	43.7	1.54	12.5/5.7	16
10x18*	2.5/63.5	18.4/468	4.75	18.0	.64	6.3/2.9	8
10x35*	2.5/63.5	35.0/889	10.2	38.8	1.37	10.4/4.7	16
10x40	2.5/63.5	40.6/1031	12.0	45.5	1.61	11.7/5.3	16
10x44	2.5/63.5	44.3/1125	13.2	50.1	1.77	12.4/5.6	16
10x47	2.5/63.5	47.2/1199	14.2	53.8	1.90	13.1/5.9	16
10x54	2.5/63.5	54.4/1382	16.0	60.6	2.14	15.0/6.8	16
12x35*	2.5/63.5	35.4/900	14.60	55.3	1.95	15.4/7.0	9
12x48	2.5/63.5	48.3/1226	21.0	79.6	2.81	18.9/8.6	9
12x52	2.5/63.5	52.8/1341	23	86.6	3.1	19.7/8.9	9
13x54	2.5/63.5	55/1397	28	105.4	3.7	22.5/10.2	9
14x65	2.5/63.5	65.6/1666	39.4	149.2	5.27	37.5/17	1
14x65	4/101.6	65.6/1666	39.4	149.2	5.27	37.5/17	1
16x53	2.5/63.5	54/1371	41.0	155.2	5.48	41/18.6	1
16x65	4/101.6	65.6/1666	51.2	193.8	6.85	42.75/19.4	1
18x65	4/101.6	67.7/1720	73.5	278.1	9.83	52.5/23.8	1
21x62	4/101.6	67.8/1722	89.6	339.1	11.98	75.75/34.4	1
24x72	4/101.6	73.6/1869	120	464.1	16.39	98.25/44.6	1
30x72	4/101.6	72.2/1884	189.1	715.8	25.28	116/52.6	1
30x72	6/152.4	76.0/1930	189.1	715.8	25.28	196/88.9	1

*Available with or without base.

Note: All data is for reference only and is subject to change without notice.

Commercial/Industrial Rotationally Molded Brine Tanks



Commercial and industrial water softeners require a large volume of brine during each regeneration.

From a capacity of 95 gallons to 500 gallons, our Rotationally Molded Brine Tanks are built to last.

Molded out of durable, chemically resistant high density polyethylene, their ¼" seamless walls won't bulge.

Rotationally Molded Brine Tanks are strong enough to handle your toughest brine requirements. (All tanks and covers are black.)

Operating Temperature Range:
40°F - 125°F (4.4°C - 51.6°C)

Also Available:

24" Plastic Grids

30" Plastic Grids

TANK SIZE	ORDER NUMBER	DIAMETER	HEIGHT	SALT CAPACITY	VOLUME	WEIGHT
24 x 60	G22460CB1P00	24"	60"	1000 lbs.	115 gal.	32 lbs.
30 x 60	G23060CB1P00	30"	60"	1600 lbs.	180 gal.	56 lbs.
39 x 48	G23948CB1P00	39"	48"	2200 lbs.	250 gal.	67 lbs.
39 x 60	G23960CB1P00	39"	60"	2700 lbs.	300 gal.	80 lbs.
42 x 60	G24260CB1P00	42"	60"	3100 lbs.	350 gal.	84 lbs.
50 x 60	G25060CB1P00	50"	60"	4500 lbs.	500 gal.	107 lbs.

SOFTENER RESIN SPECIFICATIONS

PRODUCT DATA

ION EXCHANGE RESIN Strong Acid Cation

Grade: IonPlus™ CA-10

Appearance: Light brown spherical beads

Description: Standard cross-linked styrene divinylbenzene strong acid cation resin in bead form. Specially developed to eliminate taste and odor and provide excellent stability. It is primarily used for softening water in municipal and industrial water treatment.

<u>Typical Properties:</u>	Total exchange capacity	2.0 meg/ml min
	Ionic form, supplied	Na
	Water retention	43 - 48%
	Screen size, U.S. Standard	16-40 mesh
	Bulk density	0.78 - 0.88 g/ml

Suggested Operating Conditions:

pH range	0 - 14
Operating temperature, Na	120°C max
Total Swelling (Na → H)	8-10% max
Regenerant concentration	NaCl: 8-10%
	HCl: 4 - 5%
Flow rate of regenerant	4-6 m/hr
Regenerant contact time	30-60 minutes
Rinse flow rate	10-20 m/hr
Operating flow rate	10-45 m/hr
Free chlorine	1.0 mg/l max

Packing: 1 cubic ft. bags, 25 liter bags, 7 cubic ft. polylined drums

FDA Regulation: Carbochem® CA-10 is in compliance with FDA regulation paragraph 173.25.



COUNTY OF McHENRY
Procurement & Special Services
2200 N. Seminary Ave., Woodstock IL 60098
E-Mail: purchasing@mchenrycountyil.gov

New/Update Vendor Information Form

This is a fillable PDF form. ALL FIELDS ARE REQUIRED. Enter all information, save it to your device, or print. W-9 must be included to complete the vendor onboarding process

1. INFORMATION TYPE: ☐ New ☒ Change/Update		2. FEDERAL I.D. # OR SOCIAL SECURITY #: 363981244	3. DATE: 8/5/25
4. BUSINESS NAME & ADDRESS: Aqua Service Company 1001 W. Republic Dr. Unit 2 Addison IL. 60101		5. REMIT ADDRESS FOR PAYMENTS (if different than Item 4): Same	
6. STATUS OF OWNERSHIP (Please select at least one): Illinois Public Act 102-0265 was approved in August 2021 requiring us to collect Status of Ownership information. <i>This information is collected for reporting purposes only and not vendor selections. Please check any of the following that apply to the ownership of your firm.</i> ☐ Prefer not to disclose ☒ Not Applicable ☐ Minority-Owned ☐ Women-Owned ☐ Veteran-Owned ☐ Small Business		8. ARE YOU REGISTERED AT SAM.GOV? If you are registered, please provide your EUI Number. ☒ Yes, my UEI Number is: ENR2MKGBJ8N5 ☐ No or Not Applicable	
7. HOW ARE YOU CERTIFYING? This refers to whether your organization has obtained official certification from your home state as a Minority, Women, Veteran-owned, or Small Business. If you have certificates from your state, please attach them & select "Certificates Attached". If not, select "Self-Certifying". ☐ Certificates Attached ☐ Self-Certifying			
9. PRIMARY CONTACT PERSON (Bids/Quotes/Purchase Orders): Name: John Olszak Official Capacity: VP/GM Telephone #: 630-238-1910 E-Mail: jolszak@aquaservice.net		10. PERSONS AUTHORIZED TO SIGN Bids/Offers/Contracts: Name: John Olszak Official Capacity: VP/GM Name: John Olszak Official Capacity: VP/GM	
PLEASE PRINT THIS FORM, SIGN IT, AND SEND IT BACK WITH CERTIFICATES OF OWNERSHIP (unless self-certifying).			
11. I hereby certify that the information supplied herein is true and correct.			
John Olszak VP/GM Print or Type Name and Title		Signature	



COUNTY OF McHENRY
Procurement & Special Services
2200 N. Seminary Ave., Woodstock IL 60098
E-Mail: purchasing@mchenrycountyil.gov

Commodity and Service List

Please select all appropriate categories. Please do not select all.

☐	Addressing, Copying, and Duplicating Machine Supplies
☐	Agricultural Equipment, Implements, Accessories
☐	Air Conditioning, Heating, Ventilating Equipment, Parts
☐	Amusement, Decorations, Entertainment, Gifts, Toys
☐	Appliances and Equipment, Household Type
☐	Architectural Services, Professional
☐	Audio Visual Consulting Services
☐	Automobiles, School Buses, SUVs, Vans
☐	Automotive Accessories Automobiles, Buses, Trailers, Trucks
☐	Badges, Awards, Emblems, Name Tags, Plates, Jewelry
☐	Barrels, Drums, Kegs, Containers
☐	Boats, Motors, Marine Equipment
☐	Building Construction Services, New
☐	Building Maintenance, Installation, and Repair Services
☐	Cafeteria and Kitchen Equipment, Commercial
☐	Cafeteria and Restaurant Services
☐	Chemical Laboratory Equipment and Supplies
☐	Chemicals and Solvents, Commercial (in bulk)
☐	Clinical Laboratory Reagents, Tests
☐	Clothing: Athletic, Casual, Dress, Uniform, Weather, Work Related
☐	Communications and Media Related Services
☐	Computer Accessories and Supplies
☐	Computer Hardware and Peripherals
☐	Computer Software Microcomputers, Systems, Including Cloud-Based
☐	Concrete and Metal Products, Culverts, Piling, Septic Tanks, Accessories
☐	Construction Services, General (Incl. Maintenance Repair Services)
☐	Consulting Services
☐	Coolers, Drinking Water (Water Fountains)
☐	Court Reporting Services
☐	Data Processing, Computer, Programming, Software Services
☐	Decals and Stamps
☐	Draperies, Curtains, Upholstery Material
☐	Document Shredding Services
☐	Drugs and Pharmaceuticals
☐	Educational/Training Services
☐	Electrical Equipment, Components, Parts, Accessories
☐	Elevators, Escalators, Moving Walks (Building Type)
☐	Energy Collecting Equipment, Accessories: Solar, Wind
☐	Engineering and Architectural Equipment, Surveying Equipment, Drawing
☐	Engineering Services, Professional
☐	Envelopes, Plain
☐	Environmental and Ecological Services

☐	Environmental Protective Equipment (Inside, Outside)
☐	Equipment Maintenance Repairs Automobiles
☐	Equipment Maintenance Repair General Equipment
☐	Fencing
☐	Fertilizers and Soil Conditioners
☐	Financial Services
☐	Fire Protection Equipment and Supplies
☐	First Aid and Safety Equipment and Supplies
☐	Flags, Flag Poles, Banners, Accessories
☐	Floor Covering, Floor Covering Installation, Removal Equipment
☐	Floor Maintenance Machines, Parts, Accessories
☐	Foods, Frozen
☐	Foods, Bakery Products (Fresh)
☐	Foods, Dairy Products (Fresh)
☐	Foods, Perishable
☐	Foods, Staple Grocery, Grocer's Misc. Items
☐	Forestry Services
☐	Forms, Continuous: Computer Paper, Form Labels, Snap-Out Forms
☐	Fuel, Oil, Grease, Lubricants
☐	Furniture: Health Care, Hospital and/or Doctor's Office
☐	Furniture: Laboratory
☐	Furniture: Office
☐	Gases, Containers, Equipment, Laboratory, Medical, Welding
☐	Hand Tools (Powered and Non-Powered), Accessories
☐	Hardware and Related Items
☐	Health Related Services
☐	Hospital, Surgical, Medical Related Accessories, and Sundry Items
☐	Human Services
☐	Insurance and Insurance Services
☐	Janitorial Supplies, General
☐	Laboratory and Field Equipment and Supplies
☐	Laundry, Dry Cleaning Equipment, Accessories, Supplies, Commercial
☐	Laundry, Dry Cleaning Services
☐	Law Enforcement Services
☐	Lawn Maintenance Equipment, Accessories
☐	Library and Subscription Services
☐	Lumber, Siding, and Related Products
☐	Machinery and Hardware, Industrial
☐	Management Services
☐	Marine, Construction and Related Services, Marine Equipment Maintenance
☐	Markers, Plaques, Traffic Control Devices
☐	Mass Transportation - Transit Bus

☐	Mass Transportation - Transit Bus Accessories, Parts
☐	Material Handling, Conveyors, Storage Equipment, Accessories
☐	Metal, Paper, Plastic Stencils and Stenciling Devices
☐	Moving Services
☐	Office Supplies, General
☐	Paper For Office and Print Shop Use
☐	Pesticides and Chemicals: Agricultural & Industrial
☐	Plumbing Equipment, Fixtures, Supplies
☐	Police, Prison, Security Access Equipment, Supplies
☐	Power Generation Equipment, Accessories, Supplies
☐	Printing and Typesetting Services
☐	Public Works and Related Services
☐	Publications, Audiovisual Materials, Books, Textbooks
☐	Pumping Equipment, Accessories
☐	Radio Communication Equipment, Accessories, Supplies
☐	Real Property; Rental or Lease
☐	Rental or Lease of General Equipment
☐	Rental or Lease of Clothing
☐	Rental or Lease Services of Computers
☐	Road and Highway Building Materials
☐	Road and Highway Equipment
☐	Roadside, Grounds, Recreation, Park Area Services
☒	Salt (Sodium Chloride)
☐	Sampling, Sample Preparation Services
☐	Security, Fire, Safety, and Emergency Services
☐	Signs, Sign Materials, Sign Making Equipment, Related Supplies
☐	Signs, Sign Materials, Sign Making Equipment, Related Supplies
☐	Sporting Goods, Athletic Equipment, Athletic Facility Equipment
☐	Spraying Equipment
☐	Steam and Hot Water Boilers, Steam Heating Equipment
☒	Tanks
☐	Telecommunication Equipments, Accessories, Supplies
☐	Television Equipment and Accessories
☐	Testing and Calibration Services
☐	Textiles, Fibers, Household Linens, Piece Goods
☐	Tires, Tubes (Incl. Recapped/Retreaded Tires)
☐	Transportation Services (Not Otherwise Classified)
☐	Travel
☐	Trucks
☐	Venellian Blinds, Awnings, Shades
☐	Veterinary Equipment, Supplies
☐	Water and Wastewater Treating Chemicals
☒	Water Supply, Groundwater, Sewage Treatment, Related Equipment
☐	Welding Equipment and Supplies
☐	X-Ray, Radiological Equipment And Supplies

☒ OTHER / NOT LISTED - Please Describe Below

Commercial Water treatment

Equipment sales and service.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Aqua Service Company		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. _____ ☐		
	5 Address (number, street, and apt. or suite no.). See instructions. 1001 W. Republic Dr. Unit 2	Requester's name and address (optional)	
6 City, state, and ZIP code Addison IL. 60101			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number								
			-				-	
or								
Employer identification number								
3	6	-	3	9	8	1	2	4

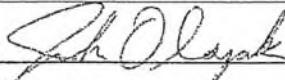
Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person 

Date **10/16/24**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

252111107 8/2023 8810004308

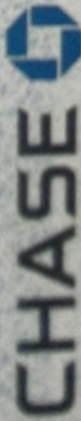
WATERMARK ON BACK

CASHIER'S CHECK

WATERMARK ON BACK

9506145712 25-3 440

Date 08/11/2025 Void after 1 year



Remitter: AQUA SERVICE CO

Pay To The MCHENRY COUNTY GOVERNMENT
Order Of:

Pay: FOUR THOUSAND NINE HUNDRED FORTY SEVEN DOLLARS AND 00 CENTS \$** 4,947.00 **

On not write outside this box

Memor: For Bid RFP 25-8424

Note: For information only. Comment has no effect on bank's payment.

Drawn: JPMORGAN CHASE BANK, N.A.

Thomas W. Home

Thomas W Home, Chief Administrative Officer
JPMorgan Chase Bank, N.A.
Columbus, OH



⑈9506145712⑈ ⑈044000037⑈ 758661359⑈

RESOLUTION

Resolution Approving a Comprehensive Economic Development Strategy for the Northern Illinois Region (18)

WHEREAS, McHenry County is a member of the Region 1 Planning Council (RPC) and was a partner in the 2016-2020 Comprehensive Economic Development Strategy (CEDS), and in the 2021-2025 CEDS for Winnebago, Boone, and McHenry Counties; and

WHEREAS, McHenry County will be a part of RPC's designation as an Economic Development District, allowing for increased investment through Economic Development Administration programs; and

WHEREAS, a 30-day public comment period was held for residents of the region to residents of the region to review the draft CEDS; and

WHEREAS, a steering committee, consisting of McHenry County and other local government officials, business representatives, civic leaders, and economic development officials, participated in the collaborative planning process to develop the 2026-2030 CEDS for the Northern Illinois Region; and

WHEREAS, RPC staff, with continual feedback from steering committee partners, including those from McHenry County, have completed the CEDS plan; and

WHEREAS, the CEDS is designed to bring together the public and private sectors in the creation of an "economic road map" to diversify regional economies; encourages economic development opportunities; and allows entities within the County to apply for grants and assistance from the U.S. Department of Commerce Economic Development Administration; and

WHEREAS, the CEDS is in alignment with McHenry County's economic development goals and objectives.

NOW, THEREFORE, BE IT RESOLVED, by the members of the County Board:

Section 1. Hereby approves the 2026-2030 Comprehensive Economic Development Strategy for the Northern Illinois Region and authorizes Region 1 Planning Council to submit the document to the U.S. Economic Development Administration.

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this resolution to the County Clerk and the County Administrator.

DATED at Woodstock, Illinois, this 16th day of September, A.D., 2025.

Michael Buehler, Chairman
McHenry County Board

ATTEST:

Joseph J. Tirio, County Clerk



McHenry County Board

County Board Room
Woodstock, IL 60098

Meeting: September 16, 2025
Department: County Administration
Prepared By: Kathie Bough

RESOLUTION

SUBJECT: Resolution Approving a Comprehensive Economic Development Strategy for the Northern Illinois Region (18)

Board / Committee Action Requested:

To approve a resolution approving a Comprehensive Economic Development Strategy for the Northern Illinois Region.

RESOLUTION - SUPERMAJORITY

Resolution Authorizing an Emergency Appropriation to the FY 2025 Liability Insurance Fund (Fund 203) Budget to Cover Unemployment Benefit Claims (19)

WHEREAS, McHenry County is mandated to pay unemployment benefits to terminated employees eligible to receive benefits through the Illinois Department of Employment Security; and

WHEREAS, since unemployment benefit costs are event-driven and vary each year, they cannot be precisely predicted and, therefore, Risk Management endeavors to budget a reasonable and sufficient amount to cover this exposure in the Liability Insurance Fund budget; and

WHEREAS, the Fiscal Year 2025 budget for unemployment claims is \$67,250, but the actual expense is estimated to reach \$160,000, resulting in a budgetary shortfall of up to \$92,750; and

WHEREAS, this line item (Main Account 317000-19-1900-203 Reimb. To State Unemployment Ins.) is incorporated in the Liability Insurance Fund's personnel budget (Object Level 3) and, consequently, cannot be absorbed by other personnel line items, so an emergency appropriation shall be required to provide sufficient budget for this liability; and

WHEREAS, this resolution has been reviewed by the Administrative Services Committee and Finance & Audit Committee.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that it hereby authorizes an Emergency Appropriation to the FY 2025 Liability Insurance Fund (Fund 203) as follows to provide sufficient funding to cover the County's FY 2025 unemployment benefits claims:

Revenue:

099100-19-1900-203 Liability Insurance Fund - Utilization of Fund Balance	\$92,750
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Expense:

317000-19-1900-203 Liability Insurance Fund - Reimb. To State Unemployment Ins.	\$92,750
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BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the County Auditor, Deputy County Administration, Chief Financial Officer, and County Administrator.

DATED at Woodstock, Illinois, this 16th day of September, A.D., 2025.

Michael Buehler, Chairman
McHenry County Board

ATTEST:

Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Resolution Authorizing an Emergency Appropriation to the FY 2025 Liability Insurance Fund (Fund 203) Budget to Cover Unemployment Benefit Claims (19)

Board / Committee Action Requested:

To approve an emergency appropriation to the Liability Insurance Fund budget to cover unemployment benefit liabilities.

Background and Discussion: McHenry County, like all employers in Illinois, is obligated to provide unemployment benefits for eligible employees terminated from County. This occurs in the form of a reimbursement to the Illinois Department of Employment Security (IDES) on a quarterly basis for the actual benefits paid. This liability is funded through the Liability Insurance Fund (Fund 203) and incorporated in Risk Management's personnel budget (Main account 317000-19-1900-203 Liability Insurance Fund - Reimb. To State Unemployment Ins.).

Because this liability is based on the actual occurrence of a claim, it cannot be predicted or known in advance when the budget is developed. Each year, Risk Management endeavors to determine a reasonable amount to cover this liability utilizing a variety of tools including an analysis of current claims, awareness of potential organizational changes (i.e. a known program ending due to loss of grant funding) and trend analysis. While this approach has been generally successful in developing a reasonable - and not arbitrarily inflated - budget figure, unemployment claims are not within Risk Management's control and, therefore, the opportunity to exceed this budget exists.

The FY 2025 budget for this liability is \$67,250. To date, three of the four quarterly statements have been received and paid as required, totaling \$133,868. There will be one more quarterly statement forthcoming and due this fiscal year which could create an ending total of between \$150,000 and \$160,000. Based on this estimate, this liability will overrun the budget by \$92,750. Since unemployment falls in the Risk Management personnel budget, this overage cannot be absorbed without causing a cascading shortfall for salaries and benefits which are more precisely budgeted. Therefore, an emergency appropriation is necessary to provide sufficient budget for this liability.

For reference and comparison, the unemployment exposure for FY 2024 was \$45,388¹. It is important to note your HR Team diligently reviews all unemployment claims submitted and actively protests those in which eligibility for benefits is disputed.

Impact on Human Resources: None.

¹ The actual FY 2024 expenditure is less due to credits applied from previous billing errors.
Admin/Fin-2025-052

Impact on Budget (Revenue; Expenses, Fringe Benefits): This Emergency Appropriation will come out of the utilization of the Liability Insurance Fund's fund balance and will not affect the General Fund. Although it is isolated to this fiscal year, some claims could run into next fiscal year and may need to be accounted for in the FY 2026 Budget.

As discussed previously, this actual liability was not known nor could have been predicted during the FY 2025 budget development.

Position Reclassification or Regrade, please address the following: Not applicable.

Impact on Capital Expenditures: None.

Impact on Physical Space: None.

Impact on Other County Departments or Outside Agencies: Risk Management covers the unemployment benefit reimbursement for all departments. Unemployment costs for DOT, Valley Hi, Workforce Network and Mental Health Board are charged back at the end of the fiscal year.

Conformity to Board Ordinances, Policies and Strategic Plan: McHenry County is obligated to reimburse IDES for its unemployment claims paid.

RESOLUTION - SUPERMAJORITY

Resolution Authorizing the Emergency Appropriation of \$9,000 in Opioid Overdose Prevention Grant Funding to the Department of Health's FY2025 Budget (51)

WHEREAS, the McHenry County Department of Health (MCDH) has been notified by the Illinois Department of Public Health of the award of \$9,000 under the Local Health Protection Grant for the Opioid Overdose Prevention program; and

WHEREAS this additional grant funding was not included in the FY2025 budget and requires the approval of the McHenry County Board to appropriate funds; and

WHEREAS the grant will allow MCDH to build, sustain, and continue its efforts to combat the opioid crisis here in McHenry County; and

WHEREAS the additional monies help support MCDH's work with community partners and local organizations to train and distribute naloxone, fentanyl, and xylazine test strips where necessary; and

WHEREAS, the Board of Health approved the grant award at its July 21st meeting, and the resolution to appropriate the funds was reviewed by the Public Health and Community Services and Finance and Audit committees and recommended to the County Board for approval.

NOW, THEREFORE BE IT RESOLVED, that an appropriation in the amount of \$9,000 in grant funding is authorized in the Department of Health's FY25 budget as follows:

Revenue:	094400-94-51-5111-100-51.ODPrevent.FY26	<u>\$9,000.00</u>
Expenditures:		
Printing	400600-40-51-5111-100-51.ODPrevent.FY26	\$324.00
Telephone	409600-40-51-5111-100-51.ODPrevent.FY26	\$575.00
Mileage	504000-50-51-5111-100-51.ODPrevent.FY26	\$560.00
Meeting Expense	505000-50-51-5111-100-51.ODPrevent.FY26	\$400.00
Misc. Supplies	507000-50-51-5111-100-51.ODPrevent.FY26	\$374.00
Vaccines/Medications	508500-50-51-5111-100-51.ODPrevent.FY26	\$5,158.00
Promotional Materials	525100-50-51-5111-100-51.ODPrevent.FY26	\$1,609.00

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the County Auditor, County Treasurer, Director of Procurement and Special Services, Chief Financial Officer, County Administrator, and the Public Health Administrator.

DATED at Woodstock, Illinois, this 16th day of September, A.D., 2025.

Michael Buehler, Chairman
McHenry County Board

ATTEST:

RESOLUTION

SUBJECT: Resolution Authorizing the Emergency Appropriation of \$9,000 in Opioid Overdose Prevention Grant Funding to the Department of Health's FY2025 Budget (51)

Board / Committee Action Requested:

To approve the appropriation of \$9,000 in grant award funding to the Department of Health's FY2025 budget.

Background and Discussion: The Opioid Overdose Prevention program funding helps combat the ongoing opioid crisis. Funding is provided to eligible local health departments as part of the IDPH Local Health Protection Grant Program to purchase and distribute naloxone medication, which can block or reverse the effects of an opioid overdose, as well as purchase and distribute fentanyl and xylazine test strips. McHenry County Department of Health staff will continue to provide training on overdose prevention and naloxone administration while tracking necessary expected outcomes as outlined in the contract. 424 community partners and 31 local agencies and organizations were trained in fiscal year 2024 and this funding will help to continue this work.

Impact on Human Resources: n/a

Impact on Budget (Revenue; Expenses, Fringe Benefits): Increased expenses to the Department of Health grant budget by \$9,000, which is offset by increase in grant revenue.

Position Reclassification or Regrade, please address the following: n/a

Impact on Capital Expenditures: n/a

Impact on Physical Space: n/a

Impact on Other County Departments or Outside Agencies: This grant supports ongoing collaborative opioid prevention efforts with community partners and local organizations by supplying the necessary training, administration, and items needed to combat opioid overdoses in McHenry County.

Conformity to Board Ordinances, Policies and Strategic Plan:

RESOLUTION

Resolution Approving an Agreement Between the County of McHenry and Senior Care Volunteer Network for Senior Transportation Services and Appropriating Funds (82)

WHEREAS, in order to provide for a comprehensive and coordinated system of transportation in McHenry County, it is necessary to undertake a multi-year approach to the planning of said system; and

WHEREAS, the McHenry County Board has approved the McHenry County 2050 Long Range Transportation Plan, 2025 to 2029 Transportation Program, and 2018 Transit Plan Update; and

WHEREAS, the McHenry County Board has authorized a policy on the utilization of the County's Regional Transportation Authority quarter cent sales tax for the purposes of funding the McHenry County Board's approved multi-year transportation program; and

WHEREAS, the annual update of the five-year transportation program includes a line item each year for "Volunteer Driver and Transit Enhancement" to be paid for with County Regional Transportation Authority funds; and

WHEREAS, with the approval of the McHenry County Board, the County has provided funding to Senior Care Volunteer Network from 2010-2025 to provide senior transportation services consistent with the goals and objectives of the County's multi-year program.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that it hereby approves the attached agreement between McHenry County and Senior Care Volunteer Network; and

BE IT FURTHER RESOLVED, that the County Board Chairman is authorized to execute said agreement; and

BE IT FURTHER RESOLVED, that the annual sum of seventy thousand dollars (\$70,000) shall be appropriated from the RTA Sales Tax Fund, Fund-Dept.-Div-Main Acct. 260-82-8210-423200 for each of the County's fiscal years for FY2026 and FY2027 for said agreement; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the County Administrator, Chief Financial Officer and an electronic copy to the Director of Transportation/County Engineer.

DATED at Woodstock, Illinois, this 16th day of September, A.D., 2025.

Michael Buehler, Chairman
McHenry County Board

ATTEST:

Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Resolution Approving an Agreement Between the County of McHenry and Senior Care Volunteer Network for Senior Transportation Services and Appropriating Funds (82)

Board / Committee Action Requested:

To approve an agreement between the County of McHenry and Senior Care Volunteer Network for senior transportation services and appropriating funds in the amount of \$70,000 for County FY2026 and FY2027.

Background and Discussion:

Senior Care Volunteer Network (SCVN) has used funding from the County to provide cost-effective transportation services for seniors in the county. By using volunteer drivers and providing limited fuel reimbursement, SCVN has been able to provide 150,000 trips (approximately 800 trips each month) since December 2009. Based on cost per trip, McHenry County funding of the SCVN transportation program has saved the MCRide program over \$1,500,000 over the last ten years were MCRide to take on all the trips that the SCVN provided.

The cost-per-ride average is approximately 80% less than MCRide, creating large cost savings and justifying the funding of this program. Additionally, volunteers are available at all hours throughout the week and can provide needed transportation to areas just outside the county.

During the COVID-19 pandemic, SCVN continued to provide essential transportation functions, while also delivering groceries and supplies to home-bound seniors. Their services were indispensable to the overall community health of senior citizens, who were most vulnerable during the pandemic. Several precautions were taken when rides were provided, including mask wearing and health checks prior to rides.

However, the number of individuals willing to volunteer is limited and subject to volunteer burn-out. As such, volunteer driver programs such as the SCVN are important to fund to reduce the overall cost of transit trips in the county because they support and promote the volunteer's efforts.

Impact on Human Resources: N/A

Impact on Budget (Revenue; Expenses, Fringe Benefits):

Funding for this program is included in the draft FY2026 budget.

Position Reclassification or Regrade, please address the following: N/A

Impact on Capital Expenditures: N/A

Impact on Physical Space: N/A

Impact on Other County Departments or Outside Agencies: N/A

Conformity to Board Ordinances, Policies and Strategic Plan:

Conforms to recommendations in the 2050 LRTP, 2025-2027 Transportation Program, 2018 Transit Plan and County Board Strategic Plan.

AGREEMENT BETWEEN the COUNTY of McHENRY
AND
SENIOR CARE VOLUNTEER NETWORK
FOR
SENIOR TRANSPORTATION SERVICES

THIS AGREEMENT, entered into this 16 day of September, 2025 by and between the County of McHenry (herein after called the “County”) and Senior Care Volunteer Network; and

WHEREAS, in order to provide for a comprehensive and coordinated system of transportation in McHenry County, it is necessary to undertake a multi-year approach to the planning of said system; and

WHEREAS, the McHenry County Board has approved the McHenry County 2050 Long Range Transportation Plan, 2025 to 2029 Transportation Program, and 2018 Transit Plan Update; and

WHEREAS, the McHenry County Board has authorized a policy on the utilization of the County Regional Transportation Authority quarter cent sales tax for the purposes of funding the McHenry County Board’s approved multi-year transportation plans; and

WHEREAS, the annual update of the five year Transportation Program includes a line item each year for “Volunteer Driver and Transit Enhancement” to be paid for with County Regional Transportation Authority funds; and

WHEREAS, with the approval of the McHenry County Board, the County has provided funding to the Senior Care Volunteer Network (formerly known as Faith in Action of McHenry County) from 2010 to 2025 to provide senior transportation services consistent with the goals and objectives of the County’s aforementioned multi-year plans; and

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

Senior Care Volunteer Network shall continue to provide Transportation Services for seniors who are residents of McHenry County. In relation to these Transportation Services, Senior Care Volunteer Network shall work to increase fuel rewards for their volunteer drivers, increase the number of fulfilled transportation requests or trip-miles driven, and increase volunteer recruitment for Transportation Services,). The cost of the service shall be determined by the policies and procedures required by Senior Care Volunteer Network as called for under Section VI. SPECIAL CONDITIONS.

B. Program Delivery

The County shall provide funding in the sums specified in Section III. GRANT BUDGET for salaries and fringe benefits, fuel, and database management for trip scheduling and reporting associated with the operation of Transportation Services.

C. General Administration

Senior Care Volunteer Network shall provide all administration, advertising, publicity and liability insurance connected with the operation of Transportation Services. Drivers operating any vehicle used in the operation of Transportation Services shall at all times be in possession of the appropriate driver's license as required for the operation of such vehicle under the laws and regulation in effect by the Illinois Secretary of State during the period of this Agreement. Volunteer drivers for Senior Care Volunteer Network are also required to have personal automobile insurance coverage.

D. Levels of Accomplishment

Senior Care Volunteer Network shall log every trip and register all riders. A trip is defined as a one way ride when a driver is transporting a client. Senior Care Volunteer Network shall provide a monthly report to the County which includes rider, trip and mileage data. A representative from Senior Care Volunteer Network shall attend quarterly Public Transportation Advisory Committee (PTAC) meetings. Updates on ridership figures, program updates, and/or pertinent information shall be presented at these PTAC meetings at the request of MCDOT staff.

E. Staffing

Senior Care Volunteer Network shall ensure that an adequate staffing level is provided at all times during the period of this Agreement to meet the needs of the proposed operation of Transportation Services.

F. Performance Monitoring

The County will monitor Senior Care Volunteer Network's achievement of the goals described herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. Senior Care Volunteer Network shall begin to correct any substandard performance noted in writing by the County within thirty (30) days of written notice thereof unless an extension of this time limit is permitted by the County in writing. If action to correct such substandard performance is not taken by Senior Care Volunteer Network, contract suspension or termination procedure will be initiated.

II. TIME OF PERFORMANCE

Services of Senior Care Volunteer Network shall start anew on the 1st day of December, 2025 and end on the 30th day of November, 2027. All billings for contracted services must be submitted for payment within sixty (60) days from the expiration date of the contract term.

III. GRANT BUDGET

The County shall provide funding in the following sums, to be allocated by Senior Care Volunteer Network, in its discretion, subject to the restrictions set forth in this Agreement:

Salary, Fringe, Database and Fuel	\$70,000 in FY2026
Salary, Fringe, Database and Fuel	\$70,000 in FY2027
TOTAL GRANT:	\$140,000

Prior to the start of each fiscal year, Senior Care Volunteer Network shall provide the County with a line item budget of how the annual funding will be allocated among the eligible expenditure categories.

IV. PAYMENT

Payments shall be made on a monthly basis beginning with the month of December 2025, and each month thereafter, upon submission by Senior Care Volunteer Network to the County of a satisfactory monthly report of their expenditures for the previous month. Payments of eligible expenses shall be made against the budget specified in Section III GRANT BUDGET herein and in accordance with performance. Payments of eligible expenses shall be consistent with the line item budget provided by Senior Care Volunteer Network to the County before the beginning of each fiscal year.

Payments are contingent upon the County's receipt of a monthly report of trip, rider, and mileage data. The reports shall include a year-to-date financial statement for Transportation Services, including: a statement of contract balance; a statement of applicable expenditures; changes in the fund balances enumerated according to line items; an analysis of expenditures by line item compared to budget projections; and number of unduplicated clients and trips provided.

Payments shall be consistent with the approved budget and any County policies concerning payments. Payments may also be contingent upon certification of Senior Care Volunteer Network's financial management system. The County may request a copy of Senior Care Volunteer Network's most recent annual audit to ensure financial soundness. .

V. NOTICES

Communications and details concerning this contract shall be directed to the following contact representatives and shall be sent by regular mail as follows:

County of McHenry:

McHenry County Division of Transportation
Attention: Joseph R. Korpalski, Jr., Director of Transportation/County Engineer
16111 Nelson Road
Woodstock, IL 60098

Senior Care Volunteer Network:

Senior Care Volunteer Network
Attention: Sarah Schrempf, Executive Director
42 East Street, Suite C
Crystal Lake, IL 60014

VI. SPECIAL CONDITIONS

Senior Care Volunteer Network shall establish and maintain a Policies and Procedures Manual for the operation of Transportation Services. Said manual shall address operation matters including, but not limited to: hours of operation, scheduling rides, accident procedures, insurance coverage, conduct of drivers, employee policies, scope of assistance to be provided to clients, charge per ride (if any), and related management matters.

Senior Care Volunteer Network shall coordinate Transportation Services with other transportation programs operated by other agencies in the geographic service area to avoid duplication of service.

VII. GENERAL CONDITIONS

A. General Compliance

Senior Care Volunteer Network agrees to comply with all applicable state and local laws, regulations and policies governing the funds provided under this Agreement. Senior Care Volunteer Network further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Senior Care Volunteer Network shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The County shall be exempt from payment of any Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as Senior Care Volunteer Network is an independent contractor.

C. Hold Harmless

Senior Care Volunteer Network agrees to indemnify, hold harmless and defend the County, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the scope of service covered by this contract upon award. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the County, its agents, servants, or employees or any other person indemnified hereunder.

D. Workers' Compensation

Workers' Compensation Insurance will cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include employer's liability with minimum limits or \$100,000 for each incident.

E. Insurance

1. General Requirement

Senior Care Volunteer Network shall maintain for the duration of the Agreement and any extensions thereof, at Senior Care Volunteer Network's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the County, which generally requires that the company(ies) be assigned a Best's Rating of "A" or higher with a Best's financial size category of Class XIII or higher, in the following types of amounts:

(a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury, Professional Liability and Contractual Liability; limits of liability not less than:

\$1,000,000 per occurrence and \$2,000,000 in the aggregate

(b) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than:

\$1,000,000 per occurrence, combined single limit for
Bodily Injury and Property Damage Liability

2. Certificate of Insurance

Senior Care Volunteer Network agrees that with respect to the above required insurance that:

(a) The County shall be provided with Certificates of Insurance evidencing the above required insurance, prior to the commencement of the Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. Senior Care Volunteer Network shall name the County as additional insured on all liability policies, and acknowledges that any insurance maintained by the County shall apply in excess of, and not contribute to, insurance provided by Senior Care Volunteer Network;

(b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;

(c) Senior Care Volunteer Network shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirements shall be stated on the Certificate of Insurance;

(d) Subcontractors, if any, shall comply with the same insurance requirements;

(e) Acceptance of approval of insurance shall in no way modify or change the indemnity or hold harmless clauses in this Agreement, which shall continue in full force and effect; and

(e) Insurance Notices and Certificates of Insurance shall be provided to:

McHenry County
Division of Transportation
Attn: Director of Transportation/County Engineer
16111 Nelson Road
Woodstock, Illinois 60098

F. County Recognition

Senior Care Volunteer Network shall ensure recognition of the role of the County in providing services through this Agreement. All activities, services and capital items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Senior Care Volunteer Network will include a reference to the support provided herein in all publications and materials made possible with funds made available under this Agreement.

H. Amendments

Any amendment to this Agreement must be executed in writing and signed by a duly authorized representative of Senior Care Volunteer Network and the County. However, the County may, in its discretion, amend this Agreement without Senior Care Volunteer Network approval to conform with state or local governmental guidelines, policies, and available funding amounts.

I. Suspension or Termination

The County may suspend or terminate this Agreement, in whole or in part, if Senior Care Volunteer Network materially fails to comply with any terms of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the County may declare Senior Care Volunteer Network ineligible for any further participation in the County's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe that Senior Care Volunteer Network is in noncompliance with any applicable rules or regulation, the County may withhold up to one hundred (100) percent of said contract funds until such time as Senior Care Volunteer Network is found to be in compliance by the County, or is otherwise adjudicated to be in compliance. The County will notify Senior Care Volunteer Network in writing of any action to suspend or terminate prior to taking such action.

The County may suspend or terminate this Agreement, in whole or in part, if funding from the County Regional Transportation Authority Funds becomes unavailable or diminished for any reason. In the event this Agreement is suspended or terminated due to a lack of funding, the County will notify Senior Care Volunteer Network in writing that this Agreement is suspended or terminated. If the County suspends or terminates this Agreement in whole or in part due to a lack of funding, the County will not be liable for any loss or damage to Senior Care Volunteer Network that results directly or indirectly from said suspension or termination.

J. TERMINATION BY COUNTY:

Pursuant to requirements imposed under Illinois law, the County shall have 120 days after each election of county board members to terminate this Agreement, without cause and without penalty.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Accounting Standards

Senior Care Volunteer Network agrees to utilize adequate accounting standards and internal controls and maintain necessary source documentation for all costs incurred.

B. Documentation and Record-Keeping

1. Records to be Maintained

Senior Care Volunteer Network shall maintain records providing a full description of each transportation activity undertaken (“trip data”). Senior Care Volunteer Network shall also maintain adequate records on all clients receiving services under this Agreement (“rider data”). Trip data shall contain, at a minimum, Passenger ID, Date of Trip, Pick Up Time, Drop Off Time, Pick Up Location, Drop Off Location, and Trip Purpose. Rider data shall contain, at a minimum, Passenger ID, Date of Birth, Address, City of Residence, ZIP Code of Residence, Disability if Applicable, Mobility Aids if Applicable, and Income Level. Such information shall be provided to the County upon request .

2. Retention

Senior Care Volunteer Network shall retain all records pertinent to expenditures incurred under this contract in accordance with records retention guidelines and schedules under the State of Illinois Local Records Act (50 ILCS 205). Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Disclosure

Senior Care Volunteer Network understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County’s or Senior Care Volunteer Network’s responsibilities with respect to services provided under this Agreement, is prohibited, unless written consent is obtained from such person receiving the service.

4. Close-Outs

Senior Care Volunteer Network’s obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period may include, but are not limited to submitting final reimbursement requests, submitting annual trip and rider reports, submitting audit documents, and verifying the proper custodianship of relevant records.

5. Audits and Inspections

All Senior Care Volunteer Network records with respect to any matters covered by this Agreement, shall be made available to the County, or its designee, at any time during normal business hours, as often as the County deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Senior Care Volunteer Network within 30 days after notice to Senior Care Volunteer Network. Failure of Senior Care Volunteer Network to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Senior Care Volunteer Network hereby agrees to submit a copy of their most recent audit, upon request by the County. Senior Care Volunteer

Network shall provide the County with a monthly financial statement, including a statement of contract balance, a statement of relevant expenditures, and a cumulative year to date statement of expenditures as required under Section IV. PAYMENT.

In addition to the foregoing, when requested, Senior Care Volunteer Network agrees to provide, within ninety (90) days after the close of its fiscal year, a certified audit of the financial statements and internal management procedures relating to the Activities funded, by an independent auditor.

C. Reporting and Payment Procedures

1. Payment Procedures

The County will make payments to Senior Care Volunteer Network as described in Section IV. PAYMENT.

2. Annual Report

Senior Care Volunteer Network shall submit a consolidated annual report for the term of the Agreement which will include the number of unduplicated riders served and the number of service units (trips) provided under Transportation Services. Failure to submit the required annual report in a timely fashion may result in a delay by the County in providing disbursement of funds until such annual report is filed and accepted by the County.

D. Procurement

1. Compliance

Senior Care Volunteer Network shall procure all materials or services in accordance with the requirements of (30 ILCS 500) Illinois Procurement Code and the rules promulgated thereunder (44 ILL. Admin. Code 1).

IX. REGULATORY COMPLIANCE

A. Civil Rights

No person shall illegally be excluded from employment rights in, participation in, or be denied the benefits of, the Scope of Service which is the subject of this Agreement on the basis of race, sex, age, gender, religion, alienage, national origin or disability.

Senior Care Volunteer Network shall adhere to all requirements of the County, State, and Federal laws with respect to nondiscrimination in employment, services and facilities. Any solicitation shall contain a notice of nondiscrimination of the basis of sex, race, religion, color, national origin, age and handicap and any recruitment for employment shall include a commitment to equal opportunity. Senior Care Volunteer Network shall furnish all

information and reports required by the County and will permit access to books, records and accounts for purposes of investigations to ascertain compliance with the above.

Senior Care Volunteer Network, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and applicable rules in performance under this Agreement.

B. Drug Free Workplace

Senior Care Volunteer Network will, pursuant to the Drug Free Workplace Act, provide a drug free workplace as per (30 ILCS 580).

C. Conflicts of Interest

Senior Care Volunteer Network agrees and covenants that it presently has no financial interest and shall not acquire any financial interest direct or indirect, which would conflict in any manner of degree with the performance of services required under this Agreement. Senior Care Volunteer Network further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by Senior Care Volunteer Network hereunder. These conflicts of interest provisions apply to any person who is an employee, agent consultant, officer, or elected official or appointed official of the County, or of any designated public agencies receiving funds under the Volunteer Drive and Transit Enhancement Program.

D. Assignability

Senior Care Volunteer Network shall not assign or transfer any interest in this Agreement without the prior written consent of the County. Senior Care Volunteer Network shall not enter into any subcontract with any agency or individual in the performance of this contract without the written consent of the County prior to the execution of such agreement. Senior Care Volunteer Network will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

E. Selection Process

Senior Care Volunteer Network shall ensure that all personnel hired in position(s) in performance of this Agreement shall have the opportunity to interview for said position(s) based on a public notice of position(s) availability. All position(s) shall have a valid job description which will be made available to person(s) interviewing for such position(s).

X. COMPLIANCE WITH LAWS

A. With respect to employees, laborers, contractors, subcontractors and any and all other persons entities employed, directed or controlled by Senior Care Volunteer Network, and whose services are used in the fulfillment of any contractual agreement or obligation with the County, Senior Care Volunteer Network hereby agrees and promises that they will carry out all necessary actions to ensure compliance with the documentation requirements and all other terms, provisions and requirements of the Immigration Reform and Control Act of 1986, as amended, 8 U.S.C.A. Sect, 1324a et. seq.

B. With respect to employees, laborers, contractors, subcontractors and any and all other persons or entities employed, directed or controlled by Senior Care Volunteer Network, and whose services are used in fulfillment of any contractual agreement or obligation with the County, Senior Care Volunteer Network hereby agrees and promises that it will carry out all necessary actions to ensure compliance with the terms, provisions and requirements of the Federal Minimum Wage Act, 29 U.S.C.A. Sec. 201 et. seq.

C. With respect to employees, laborers, contractors, subcontractors and any and all other persons or entities employed, directed or controlled by Senior Care Volunteer Network, and whose services are used in fulfillment of any contractual agreement of obligation with the County, Senior Care Volunteer Network hereby agrees and promises that they will carry out all necessary actions to ensure compliance with the terms, provisions and requirements of the Prevailing Wage Act, 820 ILCS 130/01 et. seq., as amended; and McHenry County's corresponding Ordinance regarding prevailing wages.

D. The parties agree that any non-compliance by Senior Care Volunteer Network with paragraphs 1, 2, or 3 above, shall render this Agreement voidable at the sole discretion of the County with right to cure under Section I., Scope of Services, Part F., Performance Monitoring.

XI. CONTROLLING LAW

The parties agree that any dispute, action, claim, cause of action, breach of contract, or other remedy or relief sought pursuant to the provisions of this Agreement shall be controlled and decided by the laws of the State of Illinois. The parties further agree that the appropriate venue for such disputes shall be the Circuit Court for the 22nd Judicial Circuit, McHenry County, Illinois.

XII. SEVERABILITY

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

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above,

County of McHenry

Senior Care Volunteer Network

By: _____
Michael Buehler

By: _____
Sarah Schrempf

Title: Chairman McHenry County Board

Title: Executive Director

RESOLUTION

Resolution Approving an Intergovernmental Agreement with the Chicago Metropolitan Agency for Planning for McHenry County Council of Mayors Transportation Planning Activities in State Fiscal Year 2026 (82)

WHEREAS, Section 104(f) of Title Twenty-three United States Code (U.S.C.) has authorized through the Chicago Metropolitan Agency for Planning (CMAP), Metropolitan Planning Funds to carry out Section 134 of Title Twenty-three U.S.C.; and

WHEREAS, CMAP will make this funding available to the Metropolitan Planning Organization responsible for carrying out the responsibilities under Section 134 of Title 23 U.S.C., Sections 1602, 1604, and 1607 of Title 49 U.S.C.; and

WHEREAS, the Governor of the State of Illinois has designated the Policy Committee of CMAP as the Metropolitan Planning Organization (MPO) for Northeastern Illinois; and

WHEREAS, CMAP has allocated an amount not to exceed \$102,272 in Federal Funds for a one-year term from July 1, 2025 to June 30, 2026 to the McHenry County Council of Mayors for providing staff assistance to local officials to undertake activities in support of transportation planning, programming and management, and review plans in the region; and

WHEREAS, it is expected that at the September 19, 2025 McHenry County Council of Mayors meeting, this contract will be brought forth and approved by the Council; and

WHEREAS, the local match requirement for the federal PL Funds, including staffing assistance, are included in the McHenry County approved annual budget; and

WHEREAS, the provisions of staff assistance to local officials furthers McHenry County's transportation goals and objectives and promotes coordination and communication among county and municipal officials on transportation related matters; and

WHEREAS, the Transportation and Finance & Audit Committees have reviewed and recommend approval of the attached Intergovernmental Agreement with CMAP.

NOW THEREFORE, BE IT RESOLVED, by the County Board of McHenry County, Illinois, that the County of McHenry shall enter into an intergovernmental agreement with CMAP to utilize an amount not to exceed \$102,272 in Federal PL Funds to provide staff assistance to local officials and to undertake activities in support of transportation planning, programming and management, and facilitate the McHenry County Council of Mayors program in SFY 2065 and shall provide the required local matching share in funds and services to cover the cost of the said assistance for an amount not to exceed \$25,568. Said intergovernmental agreement is attached herein; and

BE IT FURTHER RESOLVED, that the County Board Chairman is hereby authorized to execute the necessary contract documents; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit a certified copy of this resolution to the County Administrator, the Chief Financial Officer, the Director of Procurement and Special Services, and an electronic copy to the Director of Transportation/County Engineer, which will be forwarded to CMAP.

DATED at Woodstock, Illinois, this 16th day of September, A.D., 2025.

Michael Buehler, Chairman
McHenry County Board

ATTEST:

Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Resolution Approving an Intergovernmental Agreement with the Chicago Metropolitan Agency for Planning for McHenry County Council of Mayors Transportation Planning Activities in State Fiscal Year 2026 (82)

Board / Committee Action Requested:

To approve an agreement with the Chicago Metropolitan Agency for Planning (CMAP) for the provisions of transportation planning activities/services to the McHenry County Council of Mayors for State Fiscal Year 2026 (SFY 2026) which began July 1, 2025 and ends June 30, 2026.

Background and Discussion:

This is an annual intergovernmental agreement (IGA) between CMAP and McHenry County to provide transportation planning activities/services for the Council of Mayors program. McHenry County has historically been responsible for the local match for this program and earlier program versions.

The Planning Liaison (PL) position is the staff support for the McHenry County Council of Mayors and the programmer for the Council's Surface Transportation Program (STP). The PL is the communication link between CMAP and the suburban mayors and McHenry County. Additionally, the PL assists IDOT and CMAP in state/federal program announcements/review/ monitoring. Specifically, for the McHenry County Division of Transportation (MCDOT), the PL assists in state/federal transportation projects, updates projects in CMAP's electronic Transportation Improvement Program (eTIP) and other transportation planning projects.

Impact on Human Resources:

The contract value is \$127,680. The contract covers contractual, commodity and salary expenditures. The 20% local match of \$25,568 is paid by MCDOT through the Highway Fund. The 80% Federal share of \$102,272 is paid through the Federal Unified Work Program (UWP) administered by CMAP. The County is reimbursed by CMAP only for those funds that are expended. Since 2014, the largest expenditure was in 2014 where 78% of the CMAP allotment was expended (\$93,051).

Impact on Budget (Revenue; Expenses, Fringe Benefits):

The intergovernmental agreement follows the State Fiscal Year 2026 which began on July 1, 2025 and ends on June 30, 2026. MCDOT has already included the partial portion for SFY 2026 in the

County's FY2025 budget. The remaining portion (December 2025 through June 2026) will be included in the FY2026 budget considered by the County Board.

Impact on Capital Expenditures:

None.

Impact on Physical Space:

None.

Impact on Other County Departments or Outside Agencies:

None.

Conformity to Board Ordinances, Policies and Strategic Plan:

Conforms to County policies.



Chicago Metropolitan Agency for Planning

C26-0007

INTERGOVERNMENTAL AGREEMENT FOR

MPO Activities

McHenry County Division of Transportation

THIS AGREEMENT is hereby entered by and between the Chicago Metropolitan Agency for Planning, (hereinafter "CMAP"), a body politic and corporate created by the State of Illinois, and **McHenry County Division of Transportation** (hereinafter "GOVERNMENTAL BODY")

The terms and conditions of this agreement are as follows:

1. Term of Agreement. The term of this Agreement shall be from July 1, 2025, to June 30, 2026.

2. Scope of Services and Responsibilities. CMAP and the GOVERNMENTAL BODY hereby agree to the scope of services and responsibilities set forth in the Scope of Work/Responsibilities included herein as **Attachment 1** and the Deliverables included herein as **Attachment 2**.

3. Compensation for services. CMAP agrees to reimburse the GOVERNMENTAL BODY based on expenses for the above services that are in accordance with the Budget submitted by the GOVERNMENT BODY, included herein as **Attachment 3**. The total federal funds awarded, and local match provided through the GOVERNMENTAL BODY for all services and expenses during the term of the agreement is not to exceed **One Hundred Twenty-Seven Thousand Six Hundred Eighty Dollars (\$127,680)** pursuant to Agreement Award Notification of Federal Funds included herein as **Attachment 4**. The GOVERNMENTAL BODY shall be responsible for the twenty percent (20%) In-Kind local match.

4. Agreements. The General Provisions, Certifications, and Special Provisions included herein as **Attachment 5**, **Attachment 6**, and **Attachment 7** apply to and are incorporated into this Agreement with full force and effect.

List of Attachments:

Attachment 1: Scope of Work/Responsibilities

Attachment 2: Deliverables

Attachment 3: Budget

Attachment 4: Agreement Award Notification of Federal Funds

Attachment 5: General Terms and Conditions

Attachment 6: Certifications

Attachment 7: Annual Single Audit Compliance

APPROVALS:**For the GOVERNMENTAL BODY:**

Authorized Signature: _____ Date: _____

Name/Title: _____

Government Name:

Government Address: _____

Attest:

Authorized Signature: _____ Date: _____

Name/Title: _____

CMAP:

Authorized Signature: _____ Date: _____

Erin Aleman, Executive Director

Chicago Metropolitan Agency for Planning

433 West Van Buren Street, Suite 450 Chicago IL 60607

Attest:

Authorized Signature: _____ Date: _____

Name/Title: _____

Scope of Services: Core Metropolitan Planning Activities, Major Tasks, and Eligible Expenses

The Unified Work Program Development Methodology provides the below descriptions of eligible activities for partner agencies and Councils of Mayors. The scope of work for each individual agency is limited to the activities and tasks included in the agency's budget.

Transportation Improvement Program (TIP)

The work performed in this category helps create and maintain a prioritized, fiscally constrained transportation improvement program for northeastern Illinois, which is consistent with the metropolitan transportation plan (currently ON TO 2050), functional plans, and federal rules. Development and documentation of the transportation programming process, implementing the process through the development, monitoring, and updating of the fiscally constrained project listing utilizing the eTIP database, and reporting on the accomplishments, including the annual obligation of federal funds, are major tasks within the category. This category also includes the direct programming of certain federal fund sources and participating in, monitoring and reporting on project implementation progress.

Partner Activities:

Direct entry of the partner agency's project scope, schedule, and funding data into CMAP's online eTIP database, including during a CMAP or Council of Mayors' call for projects that is utilizing the eTIP database and providing the agency's annual (by FFY) obligation data to CMAP staff. Other activities may include attending CMAP training sessions regarding the TIP, conducting TIP-related training within the partner agency, and coordinating within the agency to obtain the data and information needed from agency staff and/or consultants to complete eTIP entries and obligations reporting. Direct assistance with CMAP's public participation activities related to the implementation, update, or development of the TIP, including staffing public meetings or activities, development, completion, or promotion of surveys, polls, web pages, social media posts, etc. are also eligible activities. Activities to develop the RTA's 5310 program, and activities by CDOT to develop their local STP program are also eligible.

Expenses, including travel, to attend and participate in TIP-related training sessions are eligible. Because the eTIP database does not require any non-standard computer hardware or software, these types of expenses are not eligible under this activity.

Additional Council of Mayors Activities:

As the coordinators between the MPO and local municipalities, councils of mayors are responsible for preparing, reviewing, and submitting quarterly status updates for federally funded projects, PPI forms, and other IDOT forms to CMAP and/or IDOT on behalf of municipalities. CoM staff are expected to schedule, attend, and participate in coordination meetings between local agencies and IDOT and/or FHWA. Activities for councils to develop their local STP programs, including conducting training workshops and soliciting and receiving public input, are eligible.

Expenses, including travel, to attend training sessions and participate in project meetings are eligible. Expenses for the purchase of data or software necessary to evaluate STP project applications are eligible, subject to data sharing provisions described later in this document.

Metropolitan Transportation Plan

The work performed in this category comprises the planning, research, data collection, modeling, analysis, and regional coordination required to develop, evaluate, update, and implement the region's long-range metropolitan transportation plan. Other planning work that implements the broader regional comprehensive plan and addresses the federal planning factors in Title 23 § 450.306, such as increasing the safety, security, resiliency, or reliability of the transportation system, supporting the economic vitality of the region, and protecting and enhancing the environment, promoting energy conservation, improving the quality of life, and promoting consistency between transportation improvements and State and local planned growth, housing, and economic development patterns, is also included in this category. Local technical assistance is provided to transit partners, counties, and municipal partners within this category.

Partner Activities:

Direct contribution of data or information necessary for the MPO to complete the socio-economic and/or financial forecasting, transportation and emissions modeling, scenario planning, or other activities above that contribute to the development and implementation of ON TO 2050. Work to ensure that the partner agency's planning activities are coordinated with, supported by, and supportive of the MPO's Plan.

Direct assistance with CMAP's public participation activities related to the implementation, update, or development of the Metropolitan Transportation Plan, including staffing public meetings or activities, development, completion, or promotion of surveys, polls, web pages, social media posts, etc. are also eligible activities.

Expenses, including travel, for staff to complete these activities are eligible. Collection and purchase of data, specialized software and IT services may be eligible, subject to data purchase and sharing provisions described later in this document. Consultant services are not eligible unless those services are for a general contract(s) for the purpose of serving as or supplementing agency staff and were specifically identified in the initial budget proposal.

Additional Council of Mayors Activities:

None.

Congestion Management Process

The work performed in this category defines the congestion management process (CMP) that provides for safe and effective integrated management and operation of the multimodal transportation system through the use of travel demand reduction, job access projects, and operational management strategies. The CMP describes an ongoing, systematic method of managing congestion that provides information about both system performance and potential alternatives for solving congestion-related problems.

Partner Activities:

Direct contribution of data or information necessary for the MPO to develop and implement the CMP and the management or administration of the travel demand management (TDM) strategies of the CMP.

Expenses, including travel, for staff to complete these activities are eligible. Collection and purchase of data, specialized software and IT services may be eligible, subject to data purchase and sharing provisions described later in this document. Consultant services are not eligible unless those services are for a general contract(s) for the purpose of serving as or supplementing agency staff.

Additional Council of Mayors Activities:

None.

Performance monitoring

The work performed in this category allows the MPO to collect and analyze the data necessary to establish targets for the measures established under 23 CFR part 490, 49 U.S.C. 5326(c), and 49 U.S.C. 5329(d), to track progress toward achieving the targets, to consider capital programming and policy implications and alignment for achieving the targets, and to report on that progress, including providing a system performance report as part of the Metropolitan Transportation Plan. Work to support ON TO 2050 indicator and performance monitoring is also included.

Partner Activities:

Direct purchase, collection, or development of data or information, such as asset condition, facility use, ridership, etc., that is necessary for the MPO to develop, monitor, and report on federal performance targets and ON TO 2050 indicators, if collected or developed for the sole purpose of meeting MPO requirements. Supplemental purchases, collection of additional data, and/or additional processing of data or information in order to meet CMAP requirements.

Expenses, including travel, for staff to complete these activities are eligible. Collection and purchase of data, specialized software and IT services may be eligible, subject to data purchase and sharing provisions described later in this document. Consultant services are not eligible unless those services are for a general contract(s) for the purpose of serving as or supplementing agency staff.

Additional Council of Mayors Activities:

Activities to coordinate sharing of locally collected or developed data that can inform the region's performance target development and monitoring.

Public Participation

All MPO activities must be conducted in an open and transparent manner, and the public must be able to easily participate in the planning activities of the MPO. To ensure that this occurs, the MPO must develop and implement a public participation plan that defines the process for providing

individuals, affected public agencies, and other interested parties with reasonable opportunities to be involved.

Partner Activities:

Activities that assist CMAP with involving the public in the metropolitan planning process that would not otherwise be conducted by the partner agency, such as direct assistance with CMAP's public participation activities related to the implementation, update, or development of the TIP, LRTP, CMP, or performance targets, including assisting with staffing public meetings or activities to promote, develop, complete, and follow-up on CMAP's public participation activities.

Expenses may include staff travel expenses to participate in these activities.

Additional Council of Mayors Activities:

As an extension of CMAP, when carrying out the scope of federally funded activities, the CoMs must provide the same reasonable opportunities for public participation in their processes. Because CoMs are housed within other agencies, and those agencies may not otherwise be required to have a public process, expenses for hardware, software, services, materials, and other commodities necessary to provide for public participation are eligible expenses.

Additional expenses may include specialized software and IT services, and specialized equipment, such as microphones, projectors, etc.

Operational Expenses

Administrative activities, commodities, services, and general operating expenses are encompassed in this category.

Partner Activities:

None.

Additional Council of Mayors Activities:

That portion of council management, finance and administration, human resources, information technology, and communications staff activities and the commodities, services, and general operating expenses necessary to support the Planning Liaisons and complete the contracted scope of work are eligible.

Core Deliverables Summary for McHenry County Council of Mayors

Deliverable	Schedule
Calendar of Council Meetings (other)	As needed (Per council schedule)
Council Meeting Agendas, Materials, and Minutes (other)	Other (Ongoing)
Council Website (web page(s))	As needed (Irregular timing, dependent on the availability of new information of relevance to council)
Council newsletters and emails (other)	Other (Ongoing)
Program and funding information for Council Members (other)	As needed (Irregular timing, dependent on the availability of new information of relevance to council)
Training opportunity announcements (other)	As needed (Irregular timing, dependent on the availability of new information of relevance to council)
Informational summaries (other)	Specific date(s) (Spring/Summer of even fiscal years)
Staff recommended STP-L programs (spreadsheet: Excel)	Specific date(s) (Spring/Summer of even fiscal years)
STP-L public comment summary (document: Word)	Specific date(s) (Summer of even fiscal years)
Approved STP-L programs (spreadsheet: Excel)	As needed (At least quarterly, following QSUs, and whenever council action is taken to change program)
STP-L Program Updates (spreadsheet: Excel)	As needed (Ongoing, dependent on changes required by program updates, CMAP Master Transportation Schedule, or IDOT Region 1 letting schedule)
TIP amendments and modification (other)	As needed (Fall/Winter of odd fiscal years)
Completed funding applications (other)	As needed (Upon request)
Project updates (other)	Quarterly
Quarterly reports (spreadsheet: Excel)	Quarterly

Core Activity and Task Summary for McHenry County Council of Mayors

Transportation Improvement Program (TIP)	Personnel	Travel	Other Expenses	Total
TIP Data Entry	\$ 8,118.40	\$ -	\$ -	\$ 8,118.40
Annual Obligations	\$ -	\$ -	\$ -	\$ -
TIP Training	\$ 1,014.80	\$ -	\$ -	\$ 1,014.80
TIP Internal Coordination	\$ 2,659.98	\$ 580.50	\$ 960.00	\$ 4,200.48
TIP Public Participation	\$ 811.84	\$ 35.00	\$ 650.00	\$ 1,496.84
RTA 5310 Program Development	\$ -	\$ -	\$ -	\$ -
CDOT STP Program	\$ -	\$ -	\$ -	\$ -
CoM Reporting	\$ 8,118.40	\$ -	\$ 1,500.00	\$ 9,618.40
CoM Federal Coordination	\$ 1,217.76	\$ -	\$ -	\$ 1,217.76
CoM STP Program	\$ 20,296.00	\$ 67.00	\$ 2,000.00	\$ 22,363.00
TOTAL: TIP	\$ 42,237.18	\$ 682.50	\$ 5,110.00	\$ 48,029.68
Metropolitan Transportation Plan	Personnel	Travel	Other Expenses	Total
MTP Data	\$ -	\$ -	\$ -	\$ -
MTP Coordination	\$ 10,655.40	\$ -	\$ -	\$ 10,655.40
MTP Public Participation	\$ 4,631.10	\$ -	\$ -	\$ 4,631.10
TOTAL: Metropolitan Transportation Plan	\$ 15,286.50	\$ -	\$ -	\$ 15,286.50
Congestion Management	Personnel	Travel	Other Expenses	Total
CMP Data	\$ -	\$ -	\$ -	\$ -
TOTAL: Congestion Management Process	\$ -	\$ -	\$ -	\$ -
Performance Monitoring	Personnel	Travel	Other Expenses	Total
PM data	\$ -	\$ -	\$ -	\$ -
CoM PM coordination	\$ 4,566.60	\$ -	\$ -	\$ 4,566.60
TOTAL: Performance Monitoring	\$ 4,566.60	\$ -	\$ -	\$ 4,566.60
Public Participation	Personnel	Travel	Other Expenses	Total
PP assistance	\$ 13,256.90	\$ -	\$ -	\$ 13,256.90
CoM PP expenses	\$ -	\$ 537.50	\$ 1,500.00	\$ 2,037.50
TOTAL: Public Participation	\$ 13,256.90	\$ 537.50	\$ 1,500.00	\$ 15,294.40
Operational Expenses	Personnel	Travel	Other Expenses	Total
CoM Operations	\$ 28,238.96	\$ 6,505.00	\$ 9,758.86	\$ 44,502.82
TOTAL: Operational Expenses	\$ 28,238.96	\$ 6,505.00	\$ 9,758.86	\$ 44,502.82
GRAND TOTAL	\$ 103,586.14	\$ 7,725.00	\$ 16,368.86	\$ 127,680.00

Core Activity Summary for McHenry County Council of Mayors

	Personnel	Travel	Other Expenses	Total
Transportation Improvement Program (TIP)	\$ 42,237.18	\$ 682.50	\$ 5,110.00	\$ 48,029.68
Metropolitan Transportation Plan (MTP)	\$ 15,286.50	\$ -	\$ -	\$ 15,286.50
Congestion Management Process (CMP)	\$ -	\$ -	\$ -	\$ -
Performance Monitoring (PM)	\$ 4,566.60	\$ -	\$ -	\$ 4,566.60
Public Participation (PP)	\$ 13,256.90	\$ 537.50	\$ 1,500.00	\$ 15,294.40
Operational Expenses (Ops)	\$ 28,238.96	\$ 6,505.00	\$ 9,758.86	\$ 44,502.82
GRAND TOTAL	\$ 103,586.14	\$ 7,725.00	\$ 16,368.86	\$ 127,680.00



Chicago Metropolitan
Agency for Planning

ATTACHMENT 4: AGREEMENT AWARD NOTIFICATION OF FEDERAL FUNDS

Amount of Federal funds:	\$127,680
Award 80% / Local Match 20%	\$ 102,272 / \$ 25,568
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:	25-1009-1437-00012



Chicago Metropolitan Agency for Planning

ATTACHMENT 5: CMAP GENERAL TERMS AND CONDITIONS, SUB-AWARD

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:

- a. 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.
- b. 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:

- a. 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.
- b. 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 and 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.

Request for budget adjustments require concurrence from the CMAP 30-days prior to inclusion on any invoice submitted to CMAP for payment. Adjustments to hourly rates, monthly costs, etc., will only be honored for full month charges. Changes to costs mid-month will not be approved. Failure to honor this requirement will result in invoices being rejected and returned for correction.

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).

CMAP shall make every effort to pay invoices in accordance with its normal processes and procedures for all undisputed amounts within ninety (90) days of receipt of a valid invoice, provided CMAP, as applicable, received, approved and/or issued an acceptance for the particular component of work or phase of work included in said invoice. Transfer of funds will be made electronically, with a notification of the transfer will be made to the CONTRACTOR.

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.

40. 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.



Chicago Metropolitan Agency for Planning

ATTACHMENT 6: CERTIFICATIONS, SUB-AWARD

Certificate One: Federal Conditions of Approval

Signatories of this document hereby 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) 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) 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.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) 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 sub agreements.
- 7) OMB. 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:
 - a) Has the legal authority and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project.
 - b) 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;
 - 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 project time periods;
 - e) 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
- f) Any other nondiscrimination statute(s) that may apply to the project including but not limited to:
- 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.*
- g) 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.

8) Other Federal Statutes. 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:

(1) 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,
- x) 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,
- xi) will execute the necessary implementing amendments to FTA-funded third party contracts and sub agreements,
- xii) will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,
- xiii) will incorporate these assurances by reference into and make them a part of any third party contract or sub agreement, or any amendments thereto, relating to any FTA-funded Project involving relocation or land acquisition, and
- xiv) 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,
- xv) The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
- xvi) Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
- xvii) Executive Order 11593, which relates to identification and protection of historic properties;
- xviii) The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
- xix) 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;
- xx) 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;
- xxi) The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, “Audits of States, Local Governments, and Non-Profit Organizations”; and
- xxii) 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:

- i) The National Research Act, as amended, 42 U.S.C. 289 *et seq.*, and
 - ii) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11.
- 9) Energy Conservation. To the extent applicable, the GOVERNMENTAL BODY and its third party GOVERNMENTAL BODYs 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.*
- 10) 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.
- 11) 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.
- 12) 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.
- 13) 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.
- 14) 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 the 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.
- 15) Fly America. The GOVERNMENTAL BODY will comply with 49 U.S.C. §40118, 49 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.
- 16) 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.

- 17) 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.
- 18) 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.
- 19) 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.
- 20) 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.
- 21) 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)."
- 22) Certifications: Both Parties, their employees and subGOVERNMENTAL BODYs under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal 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, to the extent that the certifications apply to the GOVERNMENTAL BODY, pertaining to:
 - a) Bribery. Pursuant to (30 ILCS 500/50-5);
 - b) Bid Rigging. Pursuant to (720 ILCS 500/33E- or 33E-4);
 - c) Debt to State. Pursuant to (30 ILCS 500/50-11);
 - d) Education Loan. Pursuant to (5 ILCS 385/1 et seq).;

- e) International Boycott. Pursuant to U.S. Export Administration Act of 1979 or the applicable regulation of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (15 CFR Part 730 through 774);
 - f) Forced Labor Act. Pursuant to (30 ILCS 583);
 - g) Dues and Fees to any club which unlawfully discriminates. Pursuant to (775 ILCS 25/1 et seq.);
 - h) Pro-Children Act. Pursuant to (20 USC 7181-7184) and the Goods from Child Labor Act (30 ILCS 584);
 - i) Drug-Free Work Place. Pursuant to (30 ILCS 580/3 and 41 USC 8102);
 - j) Clean Air Act and Clean Water Act. Pursuant to (42 USC §7401 et seq). and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.);
 - k) Debarment. Pursuant to (2 CFR 200.205(a)) or by the State (30 ILCS 708/25(6)(g));
 - l) Non-procurement Debarment and Suspension. Pursuant to (2 CFR Part 180 as supplemented by 2 CFR part 376, Subpart C);
 - m) Grant for the Construction of Fixed Works. This agreement is subject to the Illinois Prevailing Wage Act Pursuant to (820 ILCS 130/0.01 et seq.)
 - n) Health Insurance Portability and Accountability Act of 1996. Pursuant to Public Law No. 104-191 (45 CFR Parts 160, 162, and 164 and the Social Security Act of, 42 USC 1320d-2 through 1320d- 7).
 - o) Criminal Convictions. Pursuant to the Sarbanes-Oxley Act of 2002, nor a class 3 or Class 2 felony under Illinois Securities Law of 1953 or pursuant to (30 ILCS 500/50).
 - p) Illinois Use Tax. Pursuant to (30 ILCS 500/50);
 - q) Environmental Protection act Violations. Pursuant to (30 ILCS 500/50-14)
 - r) Federal Funding Accountability and Transparency Act of 2006 (31 USC 6101);
 - s) Motor Vehicle Law: Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq);
 - t) Goods from Child Labor Act. Pursuant to (30 ILCS 847);
- 23) Unlawful Discrimination. Compliance with Nondiscrimination Laws. Both Parties, their employees and subGOVERNMENTAL BODYs 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.*).

- 24) Political Activity. No portion of funds for this subcontract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
- 25) EO 1-2007 Compliance: GOVERNMENTAL BODY certifies that to the best of its knowledge, its sub-GOVERNMENTAL BODYs have complied with and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits GOVERNMENTAL BODYs and subGOVERNMENTAL BODYs 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.
- a) 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.
- 26) Prohibited Interest. 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. 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. 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.
- a) The GOVERNMENTAL BODY will disclose all violations of criminal law involving fraud, bribery and gratuity violations. The GOVERNMENTAL BODY's failure to comply shall constitute a material breach of this contract.
- 27) Compliance with Registration Requirements. The GOVERNMENTAL BODY shall be registered with the Federal System for Award Management (SAM) and 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, the GOVERNMENTAL BODY must notify CMAP immediately.
- 28) 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.

- 29) 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.
- 30) 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.
- 31) 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.

All of the requirements listed in paragraphs 1 through 31 apply to the federally funded project. The GOVERNMENTAL BODY hereby agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

Certification Two: FTA Certification Regarding Lobbying

The Federal Transportation Authority (FTA) a source of funds for this project requires the Certification for Contracts, Grants, Loans, and Cooperative Agreements to be submitted with each bid or offer exceeding \$100,000. The GOVERNMENTAL BODY hereby attests to understanding and complying with the FTA Certification Regarding Lobbying (49 CFR PART 20) requirement and submit a completed "FTA Certification Regarding Lobbying" for any proposals which may or will exceed \$100,000.

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 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, hereby 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.



**ATTACHMENT 7: ANNUAL CERTIFICATION FOR COMPLIANCE WITH FEDERAL OMB-CIRCULAR A-133/2 CFR
Section 200.51(c)(4), SUB-AWARD**

This certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. 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.

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.

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:

- a. Comprehensive Annual Financial Report (Financial Statements)
- b. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
- c. 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.
- d. 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:

- a. Corrective Action Plan(s), if applicable.
- b. Management Letter, if applicable.
- c. Status of Prior Year Findings, if applicable.

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 a Single Audit Not Required Certification, an example is provided below.

This is an annual requirement for every year in which you expended funds for this project.

Example 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.

Acknowledged:

Authorized Signature: _____ Date: _____

Name/Title: _____

Government Name: _____

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 a Single Audit Not Required Certification to: accounting@cmap.illinois.gov

RESOLUTION

Resolution Approving an Intergovernmental Agreement with the Chicago Metropolitan Agency for Planning for Various Transportation Planning Activities in State Fiscal Year 2026 (82)

WHEREAS, the Chicago Metropolitan Agency for Planning (CMAP) has awarded the County of McHenry forty-two thousand, six hundred fifty-two dollars and ninety-three cents (\$42,652.93) in Federal Unified Work Program (UWP) funds for various transportation planning activities in state fiscal year 2026; and

WHEREAS, a twenty percent local match of ten thousand six hundred and sixty-three dollars and twenty-three cents (\$10,663.23) is required to utilize the federal funding; and

WHEREAS, the McHenry County Division of Transportation intends to utilize the federal funding to collect data by conducting transportation modeling for various projects in the planning phase.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that it hereby approves the intergovernmental agreement with CMAP for various transportation planning activities in state fiscal year 2026; and

BE IT FURTHER RESOLVED, that there is hereby appropriated from the FY2025 budget the sum of fifty-three thousand, three hundred sixteen dollars and sixteen cents (\$53,316.16) from the RTA Sales Tax Fund; Fund-Dept.-Div.-Main Acct: 260-82-8210-443520 (Highway Engineering and Consulting) for said agreement, which is attached hereto and hereby made a part hereof; and

BE IT FURTHER RESOLVED, that a Purchase Order shall be opened in the not to exceed amount of \$53,316.16; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the County Administrator, the Chief Financial Officer, as well as an electronic copy to the Director of Transportation/County Engineer.

DATED at Woodstock, Illinois, this 16th day of September, A.D., 2025.

Michael Buehler, Chairman
McHenry County Board

ATTEST:

Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Resolution Approving an Intergovernmental Agreement with the Chicago Metropolitan Agency for Planning for Various Transportation Planning Activities in State Fiscal Year 2026 (82)

Board / Committee Action Requested:

To approve an intergovernmental agreement with CMAP for various transportation planning activities in State Fiscal Year 2026 and appropriating funds.

Background and Discussion:

The McHenry County Division of Transportation (MCDOT) applied for transportation planning assistance as part of the SFY26 UWP call for projects. The County was awarded \$42,652.93 in federal funds, matched by \$10,663.23 in local County funds.

With these resources, MCDOT will acquire Metropolitan Transportation Plan data as specified in the intergovernmental agreement with CMAP. Staff is still investigating the details related to data acquisition.

Impact on Human Resources: N/A

Impact on Budget (Revenue; Expenses, Fringe Benefits):

This is a budgeted expense in the FY2025 budget under the RTA Sales Tax Fund.

Position Reclassification or Regrade, please address the following: N/A

Impact on Capital Expenditures: N/A

Impact on Physical Space: N/A

Impact on Other County Departments or Outside Agencies: N/A

Conformity to Board Ordinances, Policies and Strategic Plan:

Conforms to County Policies and Plans.



Chicago Metropolitan Agency for Planning

C26-0015

INTERGOVERNMENTAL AGREEMENT FOR

MPO Activities

McHenry County Division of Transportation

THIS AGREEMENT is hereby entered by and between the Chicago Metropolitan Agency for Planning, (hereinafter "CMAP"), a body politic and corporate created by the State of Illinois, and **McHenry County Division of Transportation** (hereinafter "GOVERNMENTAL BODY")

The terms and conditions of this agreement are as follows:

1. **Term of Agreement.** The term of this Agreement shall be from July 1, 2025, to June 30, 2026.

2. **Scope of Services and Responsibilities.** CMAP and the GOVERNMENTAL BODY hereby agree to the scope of services and responsibilities set forth in the Scope of Work/Responsibilities included herein as **Attachment 1** and the Deliverables included herein as **Attachment 2**.

3. **Compensation for services.** CMAP agrees to reimburse the GOVERNMENTAL BODY based on expenses for the above services that are in accordance with the Budget submitted by the GOVERNMENT BODY, included herein as **Attachment 3**. The total federal funds awarded, and local match provided through the GOVERNMENTAL BODY for all services and expenses during the term of the agreement is not to exceed **Fifty-Three Thousand Three Hundred and Sixteen Dollars (\$53,316.16)** pursuant to Agreement Award Notification of Federal Funds included herein as **Attachment 4**. The GOVERNMENTAL BODY shall be responsible for the twenty percent (20%) In-Kind local match.

4. **Agreements.** The General Provisions, Certifications, and Special Provisions included herein as **Attachment 5**, **Attachment 6**, and **Attachment 7** apply to and are incorporated into this Agreement with full force and effect.

List of Attachments:

Attachment 1: Scope of Work/Responsibilities

Attachment 2: Deliverables

Attachment 3: Budget

Attachment 4: Agreement Award Notification of Federal Funds

Attachment 5: General Terms and Conditions

Attachment 6: Certifications

Attachment 7: Annual Single Audit Compliance

APPROVALS:**For the GOVERNMENTAL BODY:**

Authorized Signature: _____ Date: _____

Name/Title: _____

Government Name:

Government Address: _____

Attest:

Authorized Signature: _____ Date: _____

Name/Title: _____

CMAP:

Authorized Signature: _____ Date: _____

Erin Aleman, Executive Director

Chicago Metropolitan Agency for Planning

433 West Van Buren Street, Suite 450 Chicago IL 60607

Attest:

Authorized Signature: _____ Date: _____

Name/Title: _____

Scope of Services: Core Metropolitan Planning Activities, Major Tasks, and Eligible Expenses

The Unified Work Program Development Methodology provides the below descriptions of eligible activities for partner agencies and Councils of Mayors. The scope of work for each individual agency is limited to the activities and tasks included in the agency's budget.

Transportation Improvement Program (TIP)

The work performed in this category helps create and maintain a prioritized, fiscally constrained transportation improvement program for northeastern Illinois, which is consistent with the metropolitan transportation plan (currently ON TO 2050), functional plans, and federal rules. Development and documentation of the transportation programming process, implementing the process through the development, monitoring, and updating of the fiscally constrained project listing utilizing the eTIP database, and reporting on the accomplishments, including the annual obligation of federal funds, are major tasks within the category. This category also includes the direct programming of certain federal fund sources and participating in, monitoring and reporting on project implementation progress.

Partner Activities:

Direct entry of the partner agency's project scope, schedule, and funding data into CMAP's online eTIP database, including during a CMAP or Council of Mayors' call for projects that is utilizing the eTIP database and providing the agency's annual (by FFY) obligation data to CMAP staff. Other activities may include attending CMAP training sessions regarding the TIP, conducting TIP-related training within the partner agency, and coordinating within the agency to obtain the data and information needed from agency staff and/or consultants to complete eTIP entries and obligations reporting. Direct assistance with CMAP's public participation activities related to the implementation, update, or development of the TIP, including staffing public meetings or activities, development, completion, or promotion of surveys, polls, web pages, social media posts, etc. are also eligible activities. Activities to develop the RTA's 5310 program, and activities by CDOT to develop their local STP program are also eligible.

Expenses, including travel, to attend and participate in TIP-related training sessions are eligible. Because the eTIP database does not require any non-standard computer hardware or software, these types of expenses are not eligible under this activity.

Additional Council of Mayors Activities:

As the coordinators between the MPO and local municipalities, councils of mayors are responsible for preparing, reviewing, and submitting quarterly status updates for federally funded projects, PPI forms, and other IDOT forms to CMAP and/or IDOT on behalf of municipalities. CoM staff are expected to schedule, attend, and participate in coordination meetings between local agencies and IDOT and/or FHWA. Activities for councils to develop their local STP programs, including conducting training workshops and soliciting and receiving public input, are eligible.

Expenses, including travel, to attend training sessions and participate in project meetings are eligible. Expenses for the purchase of data or software necessary to evaluate STP project applications are eligible, subject to data sharing provisions described later in this document.

Metropolitan Transportation Plan

The work performed in this category comprises the planning, research, data collection, modeling, analysis, and regional coordination required to develop, evaluate, update, and implement the region's long-range metropolitan transportation plan. Other planning work that implements the broader regional comprehensive plan and addresses the federal planning factors in Title 23 § 450.306, such as increasing the safety, security, resiliency, or reliability of the transportation system, supporting the economic vitality of the region, and protecting and enhancing the environment, promoting energy conservation, improving the quality of life, and promoting consistency between transportation improvements and State and local planned growth, housing, and economic development patterns, is also included in this category. Local technical assistance is provided to transit partners, counties, and municipal partners within this category.

Partner Activities:

Direct contribution of data or information necessary for the MPO to complete the socio-economic and/or financial forecasting, transportation and emissions modeling, scenario planning, or other activities above that contribute to the development and implementation of ON TO 2050. Work to ensure that the partner agency's planning activities are coordinated with, supported by, and supportive of the MPO's Plan.

Direct assistance with CMAP's public participation activities related to the implementation, update, or development of the Metropolitan Transportation Plan, including staffing public meetings or activities, development, completion, or promotion of surveys, polls, web pages, social media posts, etc. are also eligible activities.

Expenses, including travel, for staff to complete these activities are eligible. Collection and purchase of data, specialized software and IT services may be eligible, subject to data purchase and sharing provisions described later in this document. Consultant services are not eligible unless those services are for a general contract(s) for the purpose of serving as or supplementing agency staff and were specifically identified in the initial budget proposal.

Additional Council of Mayors Activities:

None.

Congestion Management Process

The work performed in this category defines the congestion management process (CMP) that provides for safe and effective integrated management and operation of the multimodal transportation system through the use of travel demand reduction, job access projects, and operational management strategies. The CMP describes an ongoing, systematic method of managing congestion that provides information about both system performance and potential alternatives for solving congestion-related problems.

Partner Activities:

Direct contribution of data or information necessary for the MPO to develop and implement the CMP and the management or administration of the travel demand management (TDM) strategies of the CMP.

Expenses, including travel, for staff to complete these activities are eligible. Collection and purchase of data, specialized software and IT services may be eligible, subject to data purchase and sharing provisions described later in this document. Consultant services are not eligible unless those services are for a general contract(s) for the purpose of serving as or supplementing agency staff.

Additional Council of Mayors Activities:

None.

Performance monitoring

The work performed in this category allows the MPO to collect and analyze the data necessary to establish targets for the measures established under 23 CFR part 490, 49 U.S.C. 5326(c), and 49 U.S.C. 5329(d), to track progress toward achieving the targets, to consider capital programming and policy implications and alignment for achieving the targets, and to report on that progress, including providing a system performance report as part of the Metropolitan Transportation Plan. Work to support ON TO 2050 indicator and performance monitoring is also included.

Partner Activities:

Direct purchase, collection, or development of data or information, such as asset condition, facility use, ridership, etc., that is necessary for the MPO to develop, monitor, and report on federal performance targets and ON TO 2050 indicators, if collected or developed for the sole purpose of meeting MPO requirements. Supplemental purchases, collection of additional data, and/or additional processing of data or information in order to meet CMAP requirements.

Expenses, including travel, for staff to complete these activities are eligible. Collection and purchase of data, specialized software and IT services may be eligible, subject to data purchase and sharing provisions described later in this document. Consultant services are not eligible unless those services are for a general contract(s) for the purpose of serving as or supplementing agency staff.

Additional Council of Mayors Activities:

Activities to coordinate sharing of locally collected or developed data that can inform the region's performance target development and monitoring.

Public Participation

All MPO activities must be conducted in an open and transparent manner, and the public must be able to easily participate in the planning activities of the MPO. To ensure that this occurs, the MPO must develop and implement a public participation plan that defines the process for providing

individuals, affected public agencies, and other interested parties with reasonable opportunities to be involved.

Partner Activities:

Activities that assist CMAP with involving the public in the metropolitan planning process that would not otherwise be conducted by the partner agency, such as direct assistance with CMAP's public participation activities related to the implementation, update, or development of the TIP, LRTP, CMP, or performance targets, including assisting with staffing public meetings or activities to promote, develop, complete, and follow-up on CMAP's public participation activities.

Expenses may include staff travel expenses to participate in these activities.

Additional Council of Mayors Activities:

As an extension of CMAP, when carrying out the scope of federally funded activities, the CoMs must provide the same reasonable opportunities for public participation in their processes. Because CoMs are housed within other agencies, and those agencies may not otherwise be required to have a public process, expenses for hardware, software, services, materials, and other commodities necessary to provide for public participation are eligible expenses.

Additional expenses may include specialized software and IT services, and specialized equipment, such as microphones, projectors, etc.

Operational Expenses

Administrative activities, commodities, services, and general operating expenses are encompassed in this category.

Partner Activities:

None.

Additional Council of Mayors Activities:

That portion of council management, finance and administration, human resources, information technology, and communications staff activities and the commodities, services, and general operating expenses necessary to support the Planning Liaisons and complete the contracted scope of work are eligible.

Core Deliverables Summary for McHenry County Division of Transportation

Deliverable	Schedule
modeling data (data: processed)	As needed (CMAP will drive the schedule for acquiring modeling data specific to McHenry County)
data (data: processed)	CMAP will drive the schedule for acquiring data specific to McHenry County

Core Activity and Task Summary for McHenry County Division of Transportation

Transportation Improvement Program (TIP)	Personnel	Travel	Other Expenses	Total
TIP Data Entry	\$ -	\$ -	\$ -	\$ -
Annual Obligations	\$ -	\$ -	\$ -	\$ -
TIP Training	\$ -	\$ -	\$ -	\$ -
TIP Internal Coordination	\$ -	\$ -	\$ -	\$ -
TIP Public Participation	\$ -	\$ -	\$ -	\$ -
RTA 5310 Program Development	\$ -	\$ -	\$ -	\$ -
CDOT STP Program	\$ -	\$ -	\$ -	\$ -
CoM Reporting	\$ -	\$ -	\$ -	\$ -
CoM Federal Coordination	\$ -	\$ -	\$ -	\$ -
CoM STP Program	\$ -	\$ -	\$ -	\$ -
TOTAL: TIP	\$ -	\$ -	\$ -	\$ -
Metropolitan Transportation Plan	Personnel	Travel	Other Expenses	Total
MTP Data	\$ 2,487.12	\$ -	\$ 50,000.00	\$ 52,487.12
MTP Coordination	\$ -	\$ -	\$ -	\$ -
MTP Public Participation	\$ -	\$ -	\$ -	\$ -
TOTAL: Metropolitan Transportation Plan	\$ 2,487.12	\$ -	\$ 50,000.00	\$ 52,487.12
Congestion Management	Personnel	Travel	Other Expenses	Total
CMP Data	\$ 829.04	\$ -	\$ -	\$ 829.04
TOTAL: Congestion Management Process	\$ 829.04	\$ -	\$ -	\$ 829.04
Performance Monitoring	Personnel	Travel	Other Expenses	Total
PM data	\$ -	\$ -	\$ -	\$ -
CoM PM coordination	\$ -	\$ -	\$ -	\$ -
TOTAL: Performance Monitoring	\$ -	\$ -	\$ -	\$ -
Public Participation	Personnel	Travel	Other Expenses	Total
PP assistance	\$ -	\$ -	\$ -	\$ -
CoM PP expenses	\$ -	\$ -	\$ -	\$ -
TOTAL: Public Participation	\$ -	\$ -	\$ -	\$ -
Operational Expenses	Personnel	Travel	Other Expenses	Total
CoM Operations	\$ -	\$ -	\$ -	\$ -
TOTAL: Operational Expenses	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL	\$ 3,316.16	\$ -	\$ 50,000.00	\$ 53,316.16

Core Activity Summary for McHenry County Division of Transportation

	Personnel	Travel	Other Expenses	Total
Transportation Improvement Program (TIP)	\$ -	\$ -	\$ -	\$ -
Metropolitan Transportation Plan (MTP)	\$ 2,487.12	\$ -	\$ 50,000.00	\$ 52,487.12
Congestion Management Process (CMP)	\$ 829.04	\$ -	\$ -	\$ 829.04
Performance Monitoring (PM)	\$ -	\$ -	\$ -	\$ -
Public Participation (PP)	\$ -	\$ -	\$ -	\$ -
Operational Expenses (Ops)	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL	\$ 3,316.16	\$ -	\$ 50,000.00	\$ 53,316.16



Chicago Metropolitan
Agency for Planning

ATTACHMENT 4: AGREEMENT AWARD NOTIFICATION OF FEDERAL FUNDS

Amount of Federal funds:	\$53,316.16
Award 80% / Local Match 20%	\$42,652.93 / \$10,663.23
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



Chicago Metropolitan Agency for Planning

ATTACHMENT 5: CMAP GENERAL TERMS AND CONDITIONS, SUB-AWARD

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:

- a. 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.
- b. 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:

- a. 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.
- b. 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 and 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.

Request for budget adjustments require concurrence from the CMAP 30-days prior to inclusion on any invoice submitted to CMAP for payment. Adjustments to hourly rates, monthly costs, etc., will only be honored for full month charges. Changes to costs mid-month will not be approved. Failure to honor this requirement will result in invoices being rejected and returned for correction.

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).

CMAP shall make every effort to pay invoices in accordance with its normal processes and procedures for all undisputed amounts within ninety (90) days of receipt of a valid invoice, provided CMAP, as applicable, received, approved and/or issued an acceptance for the particular component of work or phase of work included in said invoice. Transfer of funds will be made electronically, with a notification of the transfer will be made to the CONTRACTOR.

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.

40. 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.



Chicago Metropolitan Agency for Planning

ATTACHMENT 6: CERTIFICATIONS, SUB-AWARD

Certificate One: Federal Conditions of Approval

Signatories of this document hereby 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) 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) 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.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) 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 sub agreements.
- 7) OMB. 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:
 - a) Has the legal authority and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project.
 - b) 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;
 - 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 project time periods;
 - e) 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
- f) Any other nondiscrimination statute(s) that may apply to the project including but not limited to:
- 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.*
- g) 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.
- 8) Other Federal Statutes. 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:
 - (1) 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,
- x) 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,
- xi) will execute the necessary implementing amendments to FTA-funded third party contracts and sub agreements,
- xii) will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,
- xiii) will incorporate these assurances by reference into and make them a part of any third party contract or sub agreement, or any amendments thereto, relating to any FTA-funded Project involving relocation or land acquisition, and
- xiv) 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,
- xv) The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
- xvi) Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
- xvii) Executive Order 11593, which relates to identification and protection of historic properties;
- xviii) The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
- xix) 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;
- xx) 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;
- xxi) The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; and
- xxii) 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:

- i) The National Research Act, as amended, 42 U.S.C. 289 *et seq.*, and
 - ii) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11.
- 9) Energy Conservation. To the extent applicable, the GOVERNMENTAL BODY and its third party GOVERNMENTAL BODYs 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.*
- 10) 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.
- 11) 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.
- 12) 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.
- 13) 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.
- 14) 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 the 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.
- 15) Fly America. The GOVERNMENTAL BODY will comply with 49 U.S.C. §40118, 49 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.
- 16) 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.

- 17) 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.
- 18) 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.
- 19) 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.
- 20) 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.
- 21) 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)."
- 22) Certifications: Both Parties, their employees and subGOVERNMENTAL BODYs under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal 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, to the extent that the certifications apply to the GOVERNMENTAL BODY, pertaining to:
 - a) Bribery. Pursuant to (30 ILCS 500/50-5);
 - b) Bid Rigging. Pursuant to (720 ILCS 500/33E- or 33E-4);
 - c) Debt to State. Pursuant to (30 ILCS 500/50-11);
 - d) Education Loan. Pursuant to (5 ILCS 385/1 et seq).;

- e) International Boycott. Pursuant to U.S. Export Administration Act of 1979 or the applicable regulation of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (15 CFR Part 730 through 774);
 - f) Forced Labor Act. Pursuant to (30 ILCS 583);
 - g) Dues and Fees to any club which unlawfully discriminates. Pursuant to (775 ILCS 25/1 et seq.);
 - h) Pro-Children Act. Pursuant to (20 USC 7181-7184) and the Goods from Child Labor Act (30 ILCS 584);
 - i) Drug-Free Work Place. Pursuant to (30 ILCS 580/3 and 41 USC 8102);
 - j) Clean Air Act and Clean Water Act. Pursuant to (42 USC §7401 et seq). and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.);
 - k) Debarment. Pursuant to (2 CFR 200.205(a)) or by the State (30 ILCS 708/25(6)(g));
 - l) Non-procurement Debarment and Suspension. Pursuant to (2 CFR Part 180 as supplemented by 2 CFR part 376, Subpart C);
 - m) Grant for the Construction of Fixed Works. This agreement is subject to the Illinois Prevailing Wage Act Pursuant to (820 ILCS 130/0.01 et seq.)
 - n) Health Insurance Portability and Accountability Act of 1996. Pursuant to Public Law No. 104-191 (45 CFR Parts 160, 162, and 164 and the Social Security Act of, 42 USC 1320d-2 through 1320d- 7).
 - o) Criminal Convictions. Pursuant to the Sarbanes-Oxley Act of 2002, nor a class 3 or Class 2 felony under Illinois Securities Law of 1953 or pursuant to (30 ILCS 500/50).
 - p) Illinois Use Tax. Pursuant to (30 ILCS 500/50);
 - q) Environmental Protection act Violations. Pursuant to (30 ILCS 500/50-14)
 - r) Federal Funding Accountability and Transparency Act of 2006 (31 USC 6101);
 - s) Motor Vehicle Law: Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq);
 - t) Goods from Child Labor Act. Pursuant to (30 ILCS 847);
- 23) Unlawful Discrimination. Compliance with Nondiscrimination Laws. Both Parties, their employees and subGOVERNMENTAL BODYs 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.*).

- 24) Political Activity. No portion of funds for this subcontract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
- 25) EO 1-2007 Compliance: GOVERNMENTAL BODY certifies that to the best of its knowledge, its sub-GOVERNMENTAL BODYs have complied with and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits GOVERNMENTAL BODYs and subGOVERNMENTAL BODYs 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.
- a) 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.
- 26) Prohibited Interest. 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. 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. 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.
- a) The GOVERNMENTAL BODY will disclose all violations of criminal law involving fraud, bribery and gratuity violations. The GOVERNMENTAL BODY's failure to comply shall constitute a material breach of this contract.
- 27) Compliance with Registration Requirements. The GOVERNMENTAL BODY shall be registered with the Federal System for Award Management (SAM) and 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, the GOVERNMENTAL BODY must notify CMAP immediately.
- 28) 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.

- 29) 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.
- 30) 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.
- 31) 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.

All of the requirements listed in paragraphs 1 through 31 apply to the federally funded project. The GOVERNMENTAL BODY hereby agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

Certification Two: FTA Certification Regarding Lobbying

The Federal Transportation Authority (FTA) a source of funds for this project requires the Certification for Contracts, Grants, Loans, and Cooperative Agreements to be submitted with each bid or offer exceeding \$100,000. The GOVERNMENTAL BODY hereby attests to understanding and complying with the FTA Certification Regarding Lobbying (49 CFR PART 20) requirement and submit a completed "FTA Certification Regarding Lobbying" for any proposals which may or will exceed \$100,000.

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 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, hereby 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.



**ATTACHMENT 7: ANNUAL CERTIFICATION FOR COMPLIANCE WITH FEDERAL OMB-CIRCULAR A-133/2 CFR
Section 200.51(c)(4), SUB-AWARD**

This certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. 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.

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.

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:

- a. Comprehensive Annual Financial Report (Financial Statements)
- b. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
- c. 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.
- d. 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:

- a. Corrective Action Plan(s), if applicable.
- b. Management Letter, if applicable.
- c. Status of Prior Year Findings, if applicable.

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 a Single Audit Not Required Certification, an example is provided below.

This is an annual requirement for every year in which you expended funds for this project.

Example 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.

Acknowledged:

Authorized Signature: _____ Date: _____

Name/Title: _____

Government Name: _____

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 a Single Audit Not Required Certification to: accounting@cmap.illinois.gov

RESOLUTION

Resolution Rescinding Resolutions R-202109-12-190 & R-202205-12-098 and Setting Compensation for The County Board Chairman, Clerk/Recorder, Treasurer, Sheriff, Auditor, Coroner and Clerk of the Circuit Courts (18)

WHEREAS, Illinois law provides that the County Board shall fix the compensation of elected officers at least 180 days before the beginning of terms of office; and

WHEREAS, on September 21, 2021, the McHenry County Board adopted Resolution R-202109-12-191, a *Resolution Setting Compensation for the County Board Chairman, Clerk/Recorder, Treasurer, Sheriff, Auditor, Coroner, and Clerk of the Circuit Courts*, which sets the respective compensation through Fiscal Year 2032; and

WHEREAS, on May 17, 2022, the McHenry County Board adopted Resolution R-202205-12-098, which amended the aforementioned resolution with respect to the McHenry County Sheriff's compensation; and

WHEREAS, it is the desire of this County Board to update the compensation of the McHenry County Sheriff, County Clerk/Recorder, McHenry County Treasurer, McHenry County Auditor, McHenry County Coroner and McHenry County Clerk of the Circuit Court to be commensurate with their duties, responsibilities, leadership/management requirements and legal obligations as would be contemplated in the conventional workplace; and

WHEREAS, it is the desire of this County Board rescind Resolutions R-202109-12-190 and R-202205-12-098 and to set the compensation for the McHenry County Sheriff, McHenry County Clerk/Recorder and McHenry County Treasurer who will be taking office in December 2026 and County Board Chairman, McHenry County Auditor, McHenry County Coroner and McHenry County Clerk of the Circuit Courts who will be taking office in December 2028; and

WHEREAS, it is the desire of this County Board to incorporate inflationary adjustments into the compensation to account for cost-of-living increases; and

WHEREAS, all said officers will be given the opportunity to participate in Board approved employee benefit programs, including, but not limited to, health, dental, and optical plans, subject to the same rates and regulations applicable to all County employees; and

WHEREAS, for all countywide elected officers who pledge not to participate in IMRF while serving McHenry County as a countywide elected officer, the McHenry County Board intends to provide a one-for-one (1:1) match of their 457 deferred compensation contributions into a 401a account on their behalf with a maximum contribution cap of \$8,000 per year per countywide elected officer; and

WHEREAS, Public Act 102-48 requires the resolution fixing the county elected officer compensation to separately list each stipend an elected officer is expected to receive in addition to the compensation to be paid by the county.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois that Resolutions R-202109-12-191 and R-202205-12-098 are hereby rescinded; and

BE IT FURTHER RESOLVED, by this County Board of McHenry County, Illinois that the following elected officer compensation for the following certain elected officials taking office in December 2026 is hereby established as indicated below:

a. McHenry County Sheriff

For Fiscal Year 2027 and each fiscal year thereafter, the McHenry County Sheriff compensation will be in parity with the McHenry County State's Attorney salary and shall be adjusted accordingly as the McHenry County State's Attorney salary is adjusted by the State of Illinois.

In addition, the McHenry County Sheriff shall receive an annual stipend to be paid by the Illinois Department of Revenue out of the Personal Property Tax Replacement Fund in the amount of \$6,500. (55 ILCS 5/4-6003.d)

In addition, the McHenry County Sheriff receives an annual stipend of \$4,000 to serve as Supervisor of Safety from McHenry County.

b. McHenry County Clerk/Recorder

For Fiscal Year 2027.....\$154,000

For Fiscal Year 2028 and thereafter.....Previous Fiscal Year Salary + the lesser of CPI or 3%

In addition, the McHenry County Clerk and McHenry County Recorder shall receive an award of \$6,500 appropriated by the General Assembly to the State Board of Elections which shall distribute the awards in annual lump sum payments. (55 ILCS 5/4-6001.d)

c. McHenry County Treasurer

For Fiscal Year 2027.....\$154,000

For Fiscal Year 2028 and thereafter.....Previous Fiscal Year Salary + the lesser of CPI or 3%

In addition, the McHenry County Treasurer shall receive an annual stipend of \$6,500 to be annually appropriated from the Personal Property Tax Replacement Fund by the General Assembly to the Department of Revenue which shall distribute the awards in annual lump sum payments. (55 ILCS 5/3-10007)

BE IT FURTHER RESOLVED, by this County Board of McHenry County, Illinois that the following elected officer compensation for the following certain elected officials taking office in December 2028 is hereby established as indicated below:

a. McHenry County Board Chairman

For Fiscal Year 2029.....\$104,300

For Fiscal Year 2030 and thereafter.....Previous Fiscal Year Salary + the lesser of CPI or 3%

b. McHenry County Auditor

For Fiscal Year 2029, the McHenry County Auditor's salary shall be in parity with the salary of the McHenry County Treasurer in effect at that time.

For Fiscal Year 2030 and thereafter.....Previous Fiscal Year Salary + the lesser of CPI or 3%

In addition, the McHenry County Auditor shall receive an annual stipend of \$6,500 per year, appropriated by the General Assembly from the Personal Property Tax Replacement Fund to the Department of Revenue, and the Department of Revenue shall distribute the awards in an annual lump sum payment. (55 ILCS 5/4-6001.h)

c. McHenry County Coroner

For Fiscal Year 2029, the McHenry County Coroner's salary shall be in parity with the salary of

the McHenry County Treasurer in effect at that time.

For Fiscal Year 2030 and thereafter.....Previous Fiscal Year Salary + the lesser of CPI or 3%

In addition, subject to appropriation, the McHenry County Coroner shall receive an annual stipend of \$6,500 to be paid by the Illinois Department of Revenue out of the Personal Property Tax Replacement Fund. (55 ILCS 5/4-6002.c)

d. McHenry County Clerk of the Circuit Court

For Fiscal Year 2029, the McHenry County Clerk of the Circuit Court salary shall be in parity with the salary of the McHenry County Treasurer in effect at that time.

For Fiscal Year 2030 and thereafter.....Previous Fiscal Year Salary + the lesser of CPI or 3%

In addition, the McHenry County Clerk of the Circuit Court shall receive an award of \$6,500, appropriated each year by the General Assembly to the Supreme Court, which shall distribute such awards in annual lump sum payments to the Clerk of the Circuit Court. (705 ILCS 105/27.3.d)

BE IT FURTHER RESOLVED, that CPI shall be calculated using the Consumer Price Index for the previous calendar year as determined by the Bureau of Labor Statistics - all items in Chicago-Naperville-Elgin, IL-IN-WI, all urban consumers, not seasonally adjusted; and

BE IT FURTHER RESOLVED, that the following fringe benefit options are hereby approved for the elected officials:

a. Elected officials may choose to participate in any or all of the benefit programs made available now or in the future, to all County employees including, but not limited to medical, dental and vision plans subject to the same rates, benefit levels, rules and regulations established for County employees.

b. That the McHenry County Board intends to provide into a 401a plan a one-for-one (1:1) contribution match toward the personal 457 deferred compensation contributions of all countywide elected officials who pledge not to participate in IMRF while serving McHenry County as a countywide elected official with the County's contribution match incentive being capped at \$8,000 per year per countywide elected official; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the County Auditor, County Coroner, Clerk of the Circuit Courts, County Clerk/Recorder, County Sheriff, County Treasurer, Human Resources Director, Chief Financial Officer, County Board Chairman and the County Administrator.

DATED at Woodstock, Illinois, this 16th day of September, A.D., 2025.

Michael Buehler, Chairman
McHenry County Board

ATTEST:

Joseph J. Tirio, County Clerk

RESOLUTION

SUBJECT: Resolution Rescinding Resolutions R-202109-12-190 & R-202205-12-098 and Setting Compensation for The County Board Chairman, Clerk/Recorder, Treasurer, Sheriff, Auditor, Coroner and Clerk of the Circuit Courts (18)

Board / Committee Action Requested:

To approve a resolution rescinding resolutions R-202109-12-190 & R-202205-12-098 and setting compensation for the County Board Chairman, Clerk/Recorder, Treasurer, Sheriff, Auditor, Coroner and Clerk of the Circuit Courts.

Auditor

Mission Statement: It is the mission of the McHenry County Auditor's Office to provide quality, cost-effective financial and independent auditing services to the citizens of the County through the major functions of: 1) a continuous internal audit program based upon the performance of an annual risk assessment, and 2) an accounts payable program involving quality reviews and policy compliance of vendor invoices, employee reimbursements, and purchase orders presented for approval and/or payment. These processes are designed to assist all members of the County Board, Elected Officials, and Department Directors.

Department Created By: *Illinois Compiled Statutes (55 ILCS 5/3, 1001-1008) Counties Code.*

Classification – General Government

Background: State statute sets the auditor's duties to include maintaining a continuous internal audit program and auditing all claims against the County.

Functions: MANDATED BY STATE STATUTE

- **Internal Audit Program:** encompasses the performance of an extensive annual risk assessment analysis of each County department, development of the Annual Audit Plan based upon the risk assessment and other factors, conducting of internal audits on the Annual Plan according to professional auditing standards, continual assessment of internal controls and programs, presentation of audit reports and findings to the appropriate committees, and the recommended corrective actions required, and subsequent follow-up of past findings.
- **Accounts Payable:** per Illinois State Statute (55 ILCS 5/3-1005), the Auditor shall audit all claims against the county, recommend the payment or rejection of claims presented based upon budgetary compliance, adherence to County policy, documentation, and proper use of County funds. Also, the Auditor shall approve all orders for supplies issued by the various county officers, before the orders are to be placed with the parties to whom the same are to be given. The Auditor's Office performs a final review of procurement (purchase orders and requisitions) concerning the purchasing ordinance, board policy, and approved resolutions.

2025 Highlights

- Fully integrated Workiva for internal audits, enabling improved workflow, documentation, and tracking.
- Ensured continuity and efficiency of operations through cross-training of staff on audit software, department reports, and hotline processes.
- Processed weekly ARPA grant reimbursements in a timely and accurate manner, meeting the increased demand as anticipated.
- Collaborated with departments to strengthen internal controls through specific training and process improvement recommendations.
- Prepared and distributed procurement card annual and monthly transaction reports to enhance transparency and Board oversight.

2026 Goals

- Conduct a countywide risk assessment to prioritize internal audit engagements based on risk and impact.
- Perform internal audits of high-risk areas identified in the risk assessment and follow up on prior audit recommendations.
- Update the County's Fraud Policy and deliver countywide training to increase awareness and ensure compliance.
- Continue to enhance the use of Workiva by building dashboards and automation features to improve audit efficiency and data analysis.
- Expand Fraud, Waste & Abuse education efforts through refreshed materials, quarterly tips, and engagement campaigns.
- Distribute new promotional materials for the Fraud, Waste & Abuse Hotline, and launch an awareness campaign.
- Conduct fraud awareness sessions for supervisors, focusing on recognizing common "red flags" and prevention strategies.

Performance Indicators

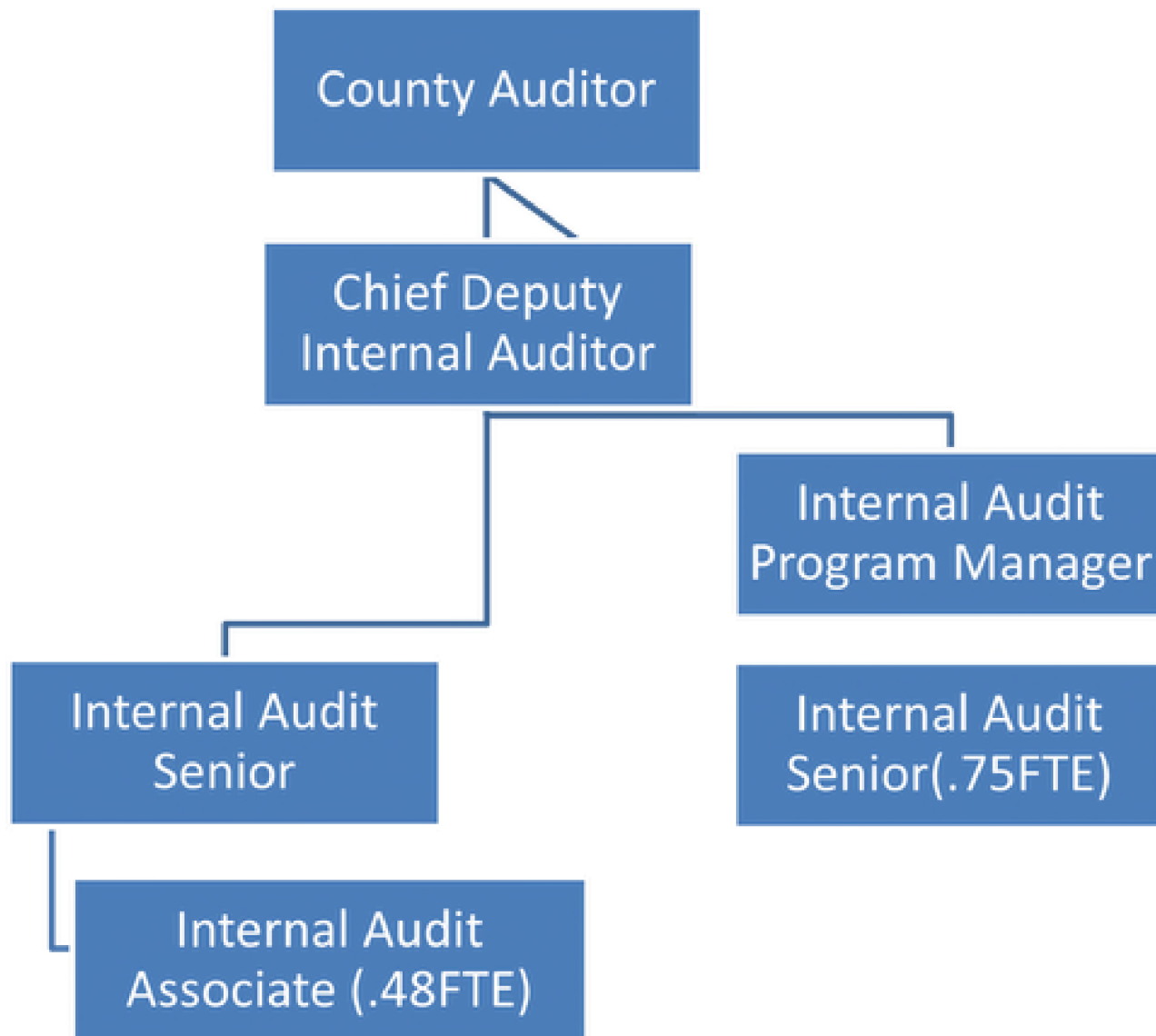
Performance Indicators:	2024 Actual	2025 Projected	2025 Mid-Year 5/31	2026 Projected
Requisitions Audited	771	802	479	850
Purchase Orders Audited	1086	1200	810	1300
Expenses Audited	1465	1500	495	1550
Invoices Audited	20818	22000	11862	23000

Full Time Equivalents

County of McHenry Board Approved - FTE

Dept #	Job Title	2023-24 FTE	2024-25 FTE	2025-26 FTE
11	County Auditor	1.00	1.00	1.00
11	Chief Deputy Internal Auditor	1.00	1.00	1.00
11	Internal Audit Program Manager	1.00	1.40	1.00
11	Internal Audit Senior	-	-	1.00
11	Internal Audit Associate	1.00	1.00	0.50
	Total Dept 11 - County Auditor	4.00	4.40	4.50

Organizational Chart



County of McHenry
2026 Proposed Budget
11 - County Auditor

Category	FY2023 Actual	FY2024 Actual	FY2025 Appropriated	FY2025 Actual (YTD)	FY2026 Budgeted	FY2026 Supplemental Request
<i>General Fund</i>						
30 - Personnel Total	260,886	369,385	323,213	269,405	345,177	9,212
40 - Contractual Total	6,753	4,366	9,125	4,946	9,530	-
50 - Commodities Total	6,725	4,281	4,150	2,260	3,745	-
General Fund Expense Total	274,364	378,032	336,488	276,611	358,452	9,212

<i>General Fund</i>		
<i>Benefit Expense</i>	<i>FY2026 Budget</i>	<i>Supplemental</i>
FICA	26,406	705
IMRF	24,568	575
Health Ins	41,544	-
	92,518	1,280

To View Interactive Budget (both Financial and Non Financial Information)

<https://mchenrycountyil.openbook.questica.com/#/spotlight/0619b0ad-cc24-418d-8d11-cad0ed7abe74>

**MCHENRY COUNTY GOVERNMENT
FY2026 BUDGET REQUESTS**

Fund Desc	Department	Account	Main Account	Description	New Position*	Personnel - Salary**	NonPersonnel	FICA	IMRF	Health Ins	GrandTotal	Justification
General Fund	County Auditor	301010	Regular Salaries Non Union	Reclass - Full time 9E - 10E	No	3,106	-	238	221	-	3,565	Reclassified per HR comp review. Staff obtained educational requirements for role.
General Fund	County Auditor	302010	Part Time Salaries Non Union	Reclass - part time 7N - 8N	No	1,142	-	87	-	-	1,229	Reclassified per HR comp review.
General Fund	County Auditor	302010	Part Time Salaries Non Union	Reclass - part time 9N - 10N	No	4,964	-	380	353	-	5,697	Reclassified per HR comp review.
						-	-	-	-	-	-	
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Total Requests						9,212	-	705	575	-	10,492	

Economic Development Fund (302)

Economic Development Fund (302)

Department Created By: *Re-purpose the Revolving Loan Fund to the Economic Development Fund R-201909-12-211*

Classification – General Government

Background: In 1987 (Resolution R-8705-1200-44), McHenry County became authorized by the Illinois Department of Commerce and Community Affairs (DCCA) to re-use monies recaptured from its loans to business under the Community Development Assistance Program (CDAP) for the purpose of capitalizing a Revolving Loan Fund and re-lending those monies to local businesses. In FY2020 (R-201909-12-211), no new loans will be issued. The outstanding loans will still be collected, but the money in this fund will be used for economic development opportunities determined by the Board.

Functions:

- **Economic Growth:** Promote economic growth and job creation in McHenry County.

County of McHenry
2026 Proposed Budget
19 - Economic Development Fund

Category	FY2023 Actual	FY2024 Actual	FY2025 Appropriated	FY2025 Actual (YTD)	FY2026 Budgeted
<i>302 - Economic Development Fund</i>					
95 - Interest Earnings	63,217	51,099	45,000	19,392	40,000
94 - Intergovernmental	-	-	69,000	-	67,425
96 - Misc. Income	-	-	250	-	-
91 - Utilization of Fund Balance	-	-	406,216	-	409,157
Revenue	63,217	51,099	520,466	19,392	516,582
30 - Personnel	-	-	295,466	191,795	296,032
40 - Contractual	290,027	282,904	210,000	181,410	210,500
50 - Commodities	144	406	10,000	907	5,050
67 - Operating Transfers	3,000	-	5,000	-	5,000
Expense	293,171	283,310	520,466	374,112	516,582

To View Interactive Budget (both Financial and Non Financial Information)

<https://mchenrycountyil.openbook.questica.com/#/spotlight/0619b0ad-cc24-418d-8d11-cad0ed7abe74>

McHenry County Treasurer

Mission Statement: *To complete tasks assigned to this office by the County Board, the State of Illinois and the United States Government.*

Department Created By: *Illinois Compiled Statutes (55 ILCS 5/Div. 3-10) Counties Code.*

Classification – General Government

Background: The McHenry County Treasurer is responsible for the accounting, safekeeping and investments of the public funds held by the County. The Illinois State Statutes also make the County Treasurer the ex-officio County Collector, responsible for the collection of property taxes for all taxing bodies within the County.

Functions: MANDATED BY STATE STATUTE

- **County Funds** – The County Treasurer is responsible for the receiving and disbursement of County funds, and maintaining a just and true account of all monies, revenues and funds received by him/her, and also of all monies, revenues and funds paid out by him/her agreeably to law. Currently, the Treasurer's Office is accountable for over 80 bank accounts with banks disbursed throughout the County for 69 funds established by the County Board. In order to safeguard public funds, the County Treasurer requires proper collateralization of all accounts.
- **Investment Portfolio** – The County Treasurer per Illinois State Statute (30 ILCS 235/2.5) is accountable for the Investment Portfolio of all County funds. The Treasurer maintains a conservative approach to investments, allowing local banks to bid an interest rate for the investment. Banks must provide proper collateralization in order to be awarded the investment. The County Treasurer has revised the County's investment policy to include not only Certificates of Deposit, but also low-risk, high-quality investment grade bonds and munis of various durations to increase the County's yield on investments while maintaining the necessary cash flow.
- **Administrative Duties** - Other duties handled by the office include reconciliation of all bank statements to funds, reporting all cash-in and cash-out transactions monthly by fund, maintaining records of and reporting abandoned funds to the State, and updating all banking transactions.
- **County Collector** - As the County Collector, the powers and duties include: preparing tax bills (as described and mandated by 35 ILCS 200/20-15) showing each installment of property taxes assessed; the mailing of said bills 30 days prior to the first installment due date; the collection of any tax on property; recording and updating payments against the tax record; distributing the tax revenue to all taxing districts within the county based on their tax extensions; and the collection of delinquent taxes.

Treasurers Automation Fund (233)

Fund Created By: *Illinois Compiled Statutes (35 ILCS 200/21-245) Property Tax Code - which allows county collectors in all counties to assess automation fees to the purchaser of delinquent taxes.*

Classification – General Government

Background: The function of the Treasurer Automation Fund is to: cover any costs related to the automation of property tax collections and delinquent property tax sales, including the cost of hardware, software, research and development, and personnel, and to defray the cost of providing electronic access to property tax collection records and delinquent tax sale records. The Treasurer is allowed to collect an automation fee of \$10 from purchasers of delinquent taxes as revenue to offset the cost of automation.

Function:

- Fees collected to defray the cost of property tax collections and delinquent property tax sales, including software, hardware, research and development, and personnel.

Treasurers Passport Services Fund (300)

Fund Created By: County Board Resolution R-9810-17-211 approved 10/20/1998

Classification – General Government

Background: It is the function of the Treasurer Passport Fund to process passport applications, which may include taking passport photos, and submitting them to the US Department of State. Treasurer passport fees are used to offset the costs associated with providing passport services.

Function:

- Provide the Service of Passport processing for the citizens of McHenry County.

2025 Highlights

- Between January through March 2025, we conducted 9 workshops at 8 venues throughout the County focusing on the tax bill and exemption-related concerns and questions.
- In response to taxpayer requests, the Treasurer's Office has set up 8 panel presentations to libraries throughout McHenry County this October and November featuring the County Clerk/Recorder, Assessor, and the Treasurer.
- Planned and began building the first phase of an investment infrastructure for McHenry County. Our objective is to optimize investment management, reporting, and investment returns in the many years to come.
- Successfully implemented department-wide succession planning through in-depth cross-training to address the retirement of two highly experienced long-time employees. This year's long planning and implementation allowed for the replacement of these key employees through internal promotions, resulting in significant recruiting and payroll costs, and reinforcing our commitment to career path opportunities in the Treasurer's Office.
- Improved our customer service area with structural and reconfiguration changes to optimize workflow by adding a centralized area to support cash counters and associated printers; and by placing separate printers in the drive-up. By re-using existing materials and equipment, these minimal costs were significantly below budget.
- Continued to fine-tune the tax bill format to improve readability and understanding by the taxpayer.
- Implemented an automated phone system to help taxpayers quickly get to the County service they need. Specific areas addressed include exemptions, tax bill questions, property title, etc.
- In-house training by DevNet uncovered new functionality to help better support our taxpayers.
- Improved VIP Taxpayer payment system, so taxpayers can now pay for both installments at the same time.
- Removed decades-old rusted out ATM with new secure payment drop-box for improved access and visibility.
- Replaced the non-working security system for the Treasurer's building.
- Completed the installation and online functionality of both the exterior and interior security cameras. This has already proved invaluable in addressing important security concerns for our taxpayers and employees.
- Extended the service provided by Associated Bank to take payments from all taxpayers, whether customers or not.
- Successfully managed and processed a high level of passport applications.
- Reduced mobile home payment delinquencies and payment receipts.

2026 Goals

- Initiate advanced marketing to continue to promote online tax bill payment. This includes bringing in a new payment processor who will support current requirements and offer new ways to pay, such as Apple Pay, PayPal, Venmo, GooglePay (this will allow multi-payments), etc.
- Offer online on-demand receipts, so taxpayers can access both current and past property taxes paid whether payment was made physically or online.
- Offer due-date notifications and reminders, so taxpayers can sign up for reminders during tax season if payment has not yet been made. This is currently available to VIP Taxpayers but will open up to all taxpayers even if they are not registered as a VIP Taxpayer.
- Increase the number of taxpayers who make online payments via #800 phone number. This will especially help older taxpayers who already have experience of using the phone for this kind of activity.
- Assess whether mobile home taxes can be paid online given potential statutory limitations that may exist.
- Develop and implement more advanced tools and training, so the Treasurer's staff can more readily triage taxpayer online payment problems.
- Promote outreach to increase use by property owners with 8 or more parcels to easily and quickly make multiple property tax payments and be able to report and manage their taxes using a free tool offered by the Treasurer's Office.
- Work with the Collector banks to optimize and standardize the approach used for collections. This will introduce greater stability and reliability to reduce time.
- Remove incorrect and outdated addresses in accordance with Illinois statutes to reduce postage and improve correct tax bill delivery.
- Continue outreach to mobile home taxpayers and mobile home parks to communicate responsibilities and payment requirements.

Performance Indicators

Fund: 100 / 233 / 300

Performance Indicators:	2024 Actual	2025 Projected	2025 Mid-Year	2026 Projected
• Funds Invested	\$ 119 M	\$ 85.6 M	\$ 91.5 M	\$ 72.5 M
• ARPA Funds Investments	\$32,785,000	\$17,887,676	\$22,864,558	0
• Transportation/Valley Hi/General Fund/Senior Svc Investments	\$68,684,377	\$85,598,285	\$68,510,609 ^[1]	\$72,484,377
• Investment Revenue	\$ 3.5 M	\$ 3.78 M	\$ 2.5 M	\$ 2.8 M
• Number of Passports Issued	1,450	1,400	1,100	1,500
• Passport Revenue	\$80,165	\$70,000	\$59,930.10	\$70,000
• Tax Bills Mailed	139,990	140,378	140,378	141,500
• Tax Extension Amount	\$973,556,037 (2023)	\$1,001,403,626 (2024)	\$599,306,038	\$1,100,000,000 (2025)
• Positions Reduced in the Treasurer's Office	0 (12 positions) ^[2]	0 (12 positions)	0 (12 positions)	0 (12 positions)
• eCheck Taxpayer Use	23,500	31,000	25,849	35,000

^[1] Actual amount in the General Fund includes adding \$3.8 million, so the total amount will be \$72,484,377. \$3.8 Million consists of expenses to be reimbursed to the General Fund from ARPA funds.

^[2] Headcount reduced by 1 in 2023.

Full Time Equivalents

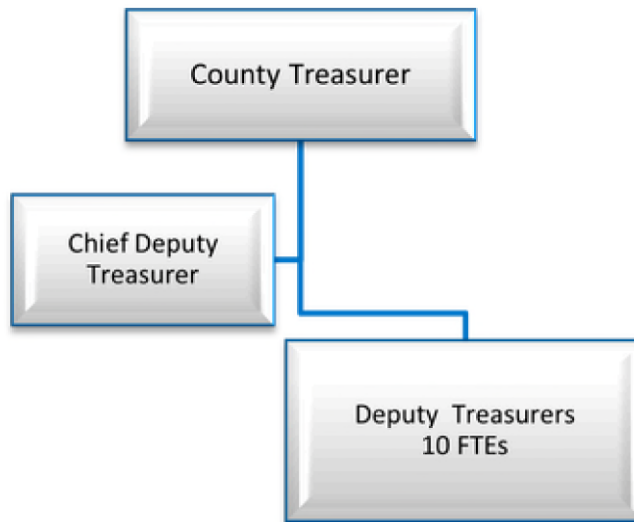
County of McHenry Board Approved - FTE

Dept #	Job Title	2023-24 FTE	2024-25 FTE	2025-26 FTE
17	County Treasurer	1.00	1.00	1.00
17	Chief Deputy Treasurer	1.00	1.00	1.00
17	Deputy Treasurer*	11.00	10.00	10.00
Total Dept 17 - County Treasurer		13.00	12.00	12.00

* 2 Deputy Treasurer FTEs funded by Treasurer Passport Fund

* 1 Deputy Treasurer FTE funded by Treasurer Automation Fund

Organizational Chart



County of McHenry
2026 Proposed Budget
17 - Treasurer

Category	FY2023 Actual	FY2024 Actual	FY2025 Appropriated	FY2025 Actual (YTD)	FY2026 Budgeted
<i>General Fund</i>					
80 - Fees & Charges for Service	1,353,942	1,498,992	1,100,000	(4,800)	1,400,000
95 - Interest Earnings	2,981,109	2,371,156	2,350,000	1,010,056	1,400,000
96 - Misc. Income	-	59,918	-	-	-
Revenue	4,335,052	3,930,066	3,450,000	1,005,256	2,800,000
30 - Personnel	487,442	608,538	607,068	451,680	606,160
40 - Contractual	4,783	5,305	10,050	9,192	11,455
50 - Commodities	5,054	5,399	12,900	4,338	13,200
Expense	497,279	619,241	630,018	465,209	630,815

<i>General Fund</i>	
<i>Benefit</i>	
<i>Expense</i>	<i>FY2026 Budget</i>
FICA	46,371
IMRF	43,143
Health Ins	147,600
	237,115

Category	FY2023 Actual	FY2024 Actual	FY2025 Appropriated	FY2025 Actual (YTD)	FY2026 Budgeted
<i>233 - Co Treasurers Automation Fund</i>					
80 - Fees & Charges for Service	104,325	113,962	50,000	31,114	100,000
95 - Interest Earnings	36,550	37,798	25,000	19,068	22,000
91 - Utilization of Fund Balance	-	-	-	-	44,183
Revenue	140,875	151,761	75,000	50,182	166,183
30 - Personnel	88,446	46,383	52,515	38,282	53,183
40 - Contractual	46,908	84,578	108,000	59,277	112,000
50 - Commodities	4,511	4,751	6,000	4,998	1,000
60 - Capital Outlay	-	85,277	-	-	-
Expense	139,864	220,989	166,515	102,557	166,183

Category	FY2023 Actual	FY2024 Actual	FY2025 Appropriated	FY2025 Actual (YTD)	FY2026 Budgeted
<i>300 - Treas Passport Services Fund</i>					
80 - Fees & Charges for Service	70,351	63,481	70,000	54,996	70,000
95 - Interest Earnings	13,665	12,896	9,000	6,762	8,000
91 - Utilization of Fund Balance	-	-	33,039	-	34,837
Revenue	84,016	76,377	112,039	61,758	112,837
30 - Personnel	101,660	103,843	104,039	72,626	105,237
40 - Contractual	6,774	539	2,000	360	2,100
50 - Commodities	5,814	637	6,000	3,928	5,500
Expense	114,248	105,020	112,039	76,914	112,837

To View Interactive Budget (both Financial and Non Financial Information)

<https://mchenrycountyil.openbook.questica.com/#/spotlight/0619b0ad-cc24-418d-8d11-cad0ed7abe74>

County of McHenry
Non-Departmental Fiscal Year 2026 Budget

Main Acct	Description	Description	FY 2023 Appropriation	FY 2024 Appropriation	FY 2025 Appropriation	FY2025 YTD Actual	FY 2026 Appropriation	Notes
305010	Merit Pool	Gen Fd Depts.	\$555,676	\$588,732	\$350,000	\$0	\$544,721	
305200	Contingent Salaries	Gen Fd Depts.	\$40,000	\$40,000	\$40,000	\$0	\$40,000	
309000	Allow Open Positions	Gen Fd Depts.	\$0	\$148,323	\$200,000	\$0	\$0	
400100	Contractual Services	County Strategic Plan	\$0	\$0	\$0	\$16,200	\$0	Every 4 years- \$29,500
400115	Audit & Management	Baker Tilly	\$160,000	\$166,900	\$175,300	\$182,511	\$184,000	R-202308-18-201
400120	Contractual Services	Security	\$97,500	\$103,116	\$139,200	\$89,610	\$146,400	R-202209-19-182 (Option Year 4)
400200	Cooperative Ext. Service	4-H / Extension Support	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	
400215	Soil & Water Conservation	Annual Support	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	
400500	Association Dues/Memberships	Regional 1 Planning Council	\$50,000	\$0	\$0	\$0	\$0	Moved to Econ Dev Fund in FY24
400600	Education	Trainings	\$10,000	\$10,000	\$10,000	\$0	\$10,000	
400960	Elections Contingency	Elections Contingency	\$15,000	\$150,000	\$150,000	\$0	\$150,000	Reduced in County Clerk budget
402300	Professional Services	Design	\$10,000	\$10,000	\$10,000	\$8,500	\$10,000	
405500	Contractual Printing	PaperCut	\$0	\$90,183	\$90,183	\$9,780	\$92,076	R-202310-20-257 Contract for Color Printing
413001	Maintenance Agreements	StarCom SUA & Maint.	\$350,847	\$350,847	\$350,847	\$295,735	\$350,847	R-202111-32-250 (Year 5)
413003	Maintenance Agreements	Trunc Lines - 2	\$0	\$0	\$15,732	\$15,732	\$15,732	R-202111-32-250/R-201506-32-188
413050	McHenry Cnty Fiber Consort.	Annual Maintenance	\$42,512	\$42,512	\$42,512	\$42,510	\$42,512	R-201411-12-319
432100	Computer Prgm Maintenance	Software Inflation	\$0	\$100,000	\$100,000	\$48,914	\$100,000	
432105	Computer Prgm Maintenance	DevNet Tax Software	\$115,763	\$115,763	\$127,340	\$127,338	\$127,340	R-202411-20-237 Tax Software Maint. (Year 2)
432110	Computer Prgm Maintenance	SmartGov (Granicus formerly Brightly)	\$75,000	\$50,000	\$43,368	\$21,933	\$46,010	R-202305-10-131 Permitting Software Maint. (Year 3)
432115	Computer Prgm Maintenance	PD/SA Case Mgmt Sftwre (Journal Tech)	\$185,000	\$188,937	\$200,273	\$108,111	\$123,420	R-202411-20-236 Replacement software + maint.
432120	Computer Prgm Maintenance	Agenda Mgmt Escribe	\$49,135	\$43,000	\$45,000	\$33,750	\$50,000	R-202011-12-266 and R-202201-12-006
432125	Computer Prgm Maintenance	D365	\$118,520	\$118,520	\$118,520		\$110,520	Microsoft D365 F&O (Dynad, Sympro, MS)
432125	Computer Prgm Maintenance	Microsoft	\$1,100,000	\$1,138,762	\$1,138,762	\$280,740	\$1,400,000	R-202211-20-253 MS Enterprise Renewal
432130	Computer Prgm Maintenance	Kronos	\$336,900	\$336,900	\$400,000	\$339,693	\$600,000	R-202002-12-032 - Yr 3 Kronos Agreement
432135	Computer Prgm Maintenance	Questica	\$50,900	\$52,427	\$54,000	\$54,000	\$60,000	R-202104-12-079 - Yr 5 Questica Agreement
432140	Computer Prgm Maintenance	Clear Gov	\$0	\$14,575	\$15,450	\$15,450	\$16,377	
432145	Computer Prgm Maintenance	SAO Evidence Storage - NICE (now AXON)	\$0	\$76,737	\$88,606	\$88,606	\$138,241	R-202309-31-220 (Incorrect Res #-search by date)
432150	Computer Prgm Maintenance	Just Appraised	\$0	\$100,000	\$65,000	\$40,989	\$100,000	R-202505-18-111 (57,385 incl 5% uplift)
432152	Computer Prgm Maintenance	Soma Jail Mgmt	\$0	\$0	\$84,825	\$84,825	\$88,218	R-202309-32-235 (Year 3)
432155	Computer Prgm Maintenance	Gravity Software ACFR	\$0	\$30,000	\$26,250	\$0	\$27,563	
457000	Contingent	Gen Fd Contingency	\$513,470	\$400,000	\$400,000	\$29,285	\$400,000	Per Budget Policy
458000	Exhumation & Burial Expense	Indigent Burials	\$6,000	\$6,000	\$6,000	\$900	\$6,000	
507000	Misc Supplies	LATCF Dollars	\$12,800	\$34,044	\$0	\$0	\$0	Moved from ARPA
503000	Postage	Inflation	\$0	\$30,000	\$100,000	\$0	\$50,000	Mail Contingency
511500	Computer Components < \$5000	End of Support	\$0	\$150,000	\$150,000	\$106,322	\$100,000	
516000	Fuel, Oil & Grease	Fuel Pricing Buffer	\$840,000	\$485,000	\$100,000	\$0	\$25,000	Fuel Contingency (Sheriff & DOT Inflation)
518300	Livestock Claims	Wild Dog Pack Kills	\$350	\$350	\$350	\$0	\$350	
670090	HCP Transfer to ISF	Gen Fd Emplry Contrib.	\$12,701,173	\$13,159,531	\$12,194,562	\$9,080,470	\$12,680,703	General Fund Ins
602000	Vehicles > \$5,000	Sheriff Vehicles	\$500,000	\$500,000	\$635,000	\$629,835	\$500,000	Per Budget Policy
602005	Vehicles > \$5,000	Vehicles	\$0	\$200,000	\$200,000	\$21,503	\$200,000	
602010	Vehicles > \$5,000	Squad Car Replcmt Fee	\$20,000	\$20,000	\$20,000	\$0	\$20,000	Per Budget Policy
605000	Cmptr Tech/Equip > \$5,000	Technology Support	\$392,000	\$392,000	\$392,000	\$0	\$392,000	AXON Enterprise (SAO/Sheriff evidence cloud)
607000	Building Improvements	Improv. to Structures	\$50,000	\$50,000	\$50,000	\$0	\$50,000	
607700	Land Improvements	Improv. to the Grounds	\$30,000	\$30,000	\$30,000	\$0	\$30,000	
650000	Lease Payments - Cmptrs	Multi-Funct. Peripheral	\$91,440	\$140,341	\$203,499	\$515,205	\$203,499	R-202310-20-257 Lease

County of McHenry
Non-Departmental Fiscal Year 2026 Budget

Main Acct	Description	Description	FY 2023 Appropriation	FY 2024 Appropriation	FY 2025 Appropriation	FY2025 YTD Actual	FY 2026 Appropriation	Notes
650500	Lease Payments - Cmptrs	Avaya IP Phone Lease	\$85,800	\$85,800	\$85,800	\$65,780	\$85,800	R-202108-20-174 Meridian Leasing (Final Year 5)
650025	Dbt Svc Workstations	PC, Laptop & Rugged Laptop Lease 21-25	\$514,700	\$514,700	\$514,700	\$504,712	\$800,000	R-202011-20-271 FY25 Final Year
650035	Dbt Svc Workstations	HP SANs Lease FY21-FY25	\$445,000	\$445,000	\$445,000	\$0	\$0	
650040	Dbt Svc Workstations	2018 Toughbook Lease FY23-FY27	\$0	\$55,684	\$55,684	\$55,684	\$55,684	R-202308-20-202 (Year 4)
661000	Interest	Lease Debt Interest	\$30,000	\$30,000	\$30,000	\$0	\$30,000	
	Operating Transfers:	Capital Fund	\$3,500,000	\$4,221,227	\$6,244,632	\$3,122,316	\$2,568,000	Capital fund transfer
		Joint Training Facility	\$0	\$0	\$99,204	\$0	\$193,718	
		Senior Service Commission	\$63,242	\$71,433	\$79,747	\$0	\$87,815	
Total Non-Departmental			\$23,268,728	\$25,197,344	\$26,227,346	\$16,146,939	\$23,162,546	

Funded by ARPA until Dec 2026

County Projects				
Department	Project Name	Yearly Amount		
Sheriff's Department	Public Safety Video Equipment Bundle	\$418,000		
IT	Microsoft Enterprise Agreement	\$899,363		
IT	IT Personnel - 1 FTE	\$85,657		
IT	Cymulate	\$105,363		
Administration\Finance	Senior Accountant - Finance Staff	\$92,337		
IT	Managed Detection and Response Service	\$140,227		
ROE	ROE Lease	\$112,531	Rent and Utilities	
Court Admin	Clinician & Case Manager	\$120,815		
Court Admin	Court Business Analyst	\$99,702		
Auditing	Auditing Software	\$20,000	Currently pd. w/ Interest	
County Clerk	Election Center	\$1,024,432		
Total		\$3,118,426.60		