# THE TOWN WATER

#### Finance Resolution

421 N. COUNTY FARM ROAD WHEATON, IL 60187 www.dupagecounty.gov

File #: FI-R-0022-25

Agenda Date: 2/11/2025

**Agenda #: 10.A.** 

## AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE WHEATON PARK DISTRICT AND DUPAGE COUNTY ON BEHALF OF THE DUPAGE COUNTY CLERK FOR POLLING PLACE ACCESSIBILTY IMPROVEMENTS

WHEREAS, the Clerk of the County of DuPage has applied for and been granted funds in the amount of \$675,233.88 (SIX HUNDRED SEVENTY-FIVE THOUSAND, TWO HUNDRED THIRTY-THREE AND 88/100 DOLLARS) by the State of Illinois for the purpose of various accessibility improvements to certain Wheaton Park District facilities used as polling locations during local, state and federal elections; and

WHEREAS, the County of DuPage and the DuPage County Clerk recognize the desirability of collaborating with other government agencies, such as the Wheaton Park District, to effectively and efficiently implement the construction of these accessibility improvements; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), enacted by the State of Illinois, permits the establishment of intergovernmental agreements between public agencies to perform governmental services, activities and undertakings; and

WHEREAS, such an intergovernmental agreement has been negotiated between the County of DuPage and the Wheaton Park District which outlines the terms and conditions associated with the disbursal of the grant funds and the management of the construction projects described under the Agreement; and

WHEREAS, it is the opinion of the DuPage County Board, that it is its best interest, and the best interest of its residents, to enter into the aforementioned intergovernmental agreement for the implementation of transportation programs.

NOW, THEREFORE, BE IT RESOLVED that the County Board Chair is authorized to execute the intergovernmental agreement with the Wheaton Park District, attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that the County Clerk is directed to send a copy of this resolution and the executed agreement to the Wheaton Park District, the DuPage County Finance Department, the DuPage County Auditor, and the DuPage County Treasurer.

Enacted and approved this 11th day of February, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR

DU PAGE COUNTY BOARD

Attest

JEAN KACZMAREK COUNTY CLERI

#### **EXHIBIT** A

## INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE. ILLINOIS AND THE WHEATON PARK DISTRICT FOR POLLING LOCATION PARKING LOT IMPROVEMENTS

This INTERGOVERNMENTAL AGREEMENT (the "AGREEMENT") is made this day of January, 2025, by and between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the "COUNTY") and WHEATON PARK DISTRICT, a body politic and corporate, with offices at 102 E. Wesley Street. Wheaton, Illinois 60187 (hereinafter referred to as the "DISTRICT").

#### RECITALS

WHEREAS, the DISTRICT and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the DISTRICT authority to operate, maintain and keep in repair necessary DISTRICT facilities, and to enter into agreements for those purposes pursuant to 70 ILCS 1205/8-1; and

WHEREAS, the COUNTY applied for and has been awarded a grant from the Illinois State Board of Elections, as part of the United States Election Assistance Commission's FY2025 Polling Place Accessibility Federal Grant ("Grant"), in the gross total amount of \$675,233.88 (SIX HUNDRED SEVENTY-FIVE THOUSAND, TWO HUNDRED THIRTY-THREE AND 88/100 DOLLARS) ("Grant Funds"). The Grant Funds are intended to fully reimburse the District for all PROJECT (as more fully defined and described in Section 2 below) costs; and

WHEREAS, the PROJECT will benefit local citizens by improving the existing parking areas of the Blanchard Building and Central Athletic Complex Building ("Polling Locations"), to ensure that residents of DuPage County with disabilities have full and equal opportunity to vote at these polling locations; and

WHEREAS, in order to coordinate their respective roles in the PROJECT, the COUNTY and the DISTRICT have agreed to the terms and conditions set forth in this AGREEMENT: and

WHEREAS, the DISTRICT shall undertake the PROJECT and the COUNTY shall reimburse the DISTRICT for PROJECT expenses from Grant Funds disbursed to the COUNTY by the State of Illinois on behalf of the United States Election Assistance Commission, in an amount not to exceed the gross total amount of \$675,233.88 (SIX HUNDRED SEVENTY-FIVE

THOUSAND. TWO HUNDRED THIRTY-THREE AND 88/100 DOLLARS) in accordance with the terms and conditions of this AGREEMENT: and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

#### 1.0 INCORPORATION AND CONSTRUCTION.

- 1.1 All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 1.3 The COUNTY and DISTRICT shall be referred to herein collectively as the "Parties." or individually as a "Party."

#### 2.0 PROJECT DESCRIPTION.

- 2.1 The PROJECT involves the removal, replacement and repair of the Polling Locations' existing parking areas. The Project is more fully described in the grant application attached as **Exhibit A** to this Agreement.
- 2.2 The PROJECT shall be undertaken essentially in accord with the plans, as prepared by the DISTRICT's Staff which have been mutually approved by the DISTRICT and the COUNTY, and which document is attached hereto and incorporated herein as **Exhibit B**.

#### 3.0 FUNDING.

- 3.1 The PROJECT'S gross total expenses are estimated at \$675,233.88 (SIX HUNDRED SEVENTY-FIVE THOUSAND, TWO HUNDRED THIRTY-THREE AND 88/100 DOLLARS).
- 3.2 It is the intention of the Parties that all PROJECT costs will be fully reimbursed from State Grant Funds received by the County. The COUNTY, by this AGREEMENT, does not assume responsibility for paying any PROJECT costs and shall only be responsible for reimbursing the DISTRICT'S PROJECT costs to the extent the COUNTY receives Grant Funds. The DISTRICT agrees that the COUNTY'S reimbursement of the PROJECT'S costs is contingent upon the COUNTY'S receipt of Grant Funds and that the DISTRICT shall only receive reimbursement for PROJECT costs to the extent the COUNTY receives Grant Funds.

3.3 Allowable PROJECT expenses may include third-party professional services (architect/engineering fees, construction management, etc.), construction (labor and materials), bidding related costs, advertising, permit fees, and other related construction costs. Notwithstanding the foregoing, allowable expenses shall not include administrative costs, overhead, payroll or accounting services. Nothing in this Agreement shall be construed to permit the County to reimburse the District for expenses which have been expressly found to be outside the acceptable expenditures permitted under the grant, such as barricades.

#### 4.0 DISTRICT'S RESPONSIBILITIES.

- 4.1 The DISTRICT shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The DISTRICT shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The DISTRICT shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.3 The DISTRICT shall be responsible for submitting copies of all plans, specifications, bid documents, permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of verifying whether PROJECT work components qualify as allowable expenses per the Grant and the Grant Project Agreement.
- 4.4 The DISTRICT shall submit one invoice to the COUNTY following 50% PROJECT completion, and a final invoice at final regulatory sign-off for the PROJECT, consistent with the terms of the Grant. These invoices shall be supported with documentation required by the Grant and the COUNTY shall remit payment to the DISTRICT within 30 days of submission of invoice, provided the COUNTY has received the Grant Funds to cover the amount of the invoice.
- 4.5 The DISTRICT shall make direct payments to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the DISTRICT from Grant Funds in the amounts herein agreed to, to the extent that they become available.
- 4.6 The DISTRICT'S contractors and consultants shall be solely responsible for the safety of all individuals performing work on the PROJECT. The DISTRICT shall take such measures as are necessary to ensure that its contractors and consultants maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and strictly enforce all applicable safety law, rules and regulations. This provision is not intended to create any new burden or liability for the DISTRICT beyond the usual burdens and liabilities for a municipality or other unit of government in the construction of public improvements.

4.7 The DISTRICT shall provide the COUNTY unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for reimbursement pursuant to the State Grant the Grant Program Agreement. The DISTRICT shall also provide the representatives of the State or Federal government where the grant agreement requires such access.

#### 5.0 COUNTY'S RESPONSIBILITIES.

- The COUNTY reserves the right to review the PROJECT'S plans, specifications and bid documents prior to the DISTRICT'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto, for the purpose of verifying that PROJECT components qualify for reimbursement through the State grant and to monitor PROJECT billing requirements. The COUNTY shall promptly notify the DISTRICT of any work component or proposed expense that the COUNTY believes to be ineligible for reimbursement pursuant to the Grant.
- 5.2 The COUNTY shall not be responsible for or have control over the design. construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. The COUNTY'S role in conducting any review or granting any consent or approval relates solely to the item's eligibility for reimbursement under the Grant.
- 5.3 The COUNTY shall administer the Grant, including the preparation and submittal of all Grant reporting requirements. The COUNTY shall hold and maintain PROJECT records and document for the mandatory retention period as required by the State Grant.
- 5.4 Upon receipt of the DISTRICT'S invoice, and all necessary supporting documentation, the COUNTY shall promptly reimburse the DISTRICT for approved costs associated with the PROJECT from Grant Funds to the extent such funds are, or later become, available to the COUNTY. The total reimbursement amount paid by the COUNTY to the DISTRICT shall not exceed \$675,233.88 (SIX HUNDRED SEVENTY-FIVE THOUSAND, TWO HUNDRED THIRTY-THREE AND 88/100 DOLLARS) or such lesser amount equal to the amount of Grant Funds actually received for the PROJECT. In the event PROJECT costs total less than State Funds, the DISTRICT's total reimbursement amount shall be one hundred percent (100%) of the actual total PROJECT costs.

#### 6.0 GOVERNMENT REGULATIONS.

6.1 The Parties shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT and the grant.

#### 7.0 INDEMNIFICATION.

- 7.1 To the extent permitted by law, each Party ("First Party") shall indemnify, hold harmless and defend the other Party ("Second Party"), and any of the Second Party's officials, officers, and employees from and against all liability, claims, suits, demands, liens, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the First Party's negligent or willful acts to the fullest extent that each Party is so authorized under the law; provided, however, that the First Party shall not be obligated to indemnify, hold harmless and defend the Second Party for any negligent or intentional wrongful misconduct or omissions by the Second Party's officials, employees, agents, contractors or personnel.
- 7.2 The DISTRICT shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the DISTRICT and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers as additional insureds on said consultant's and contractor's liability insurance policy. Further, the DISTRICT shall require that its consultants and contractors indemnify, defend and hold harmless the DISTRICT and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.
- Nothing contained herein shall be construed as prohibiting the Parties, their officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or Paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove DISTRICT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the Parties or their consultants, contractors or agents. The First Party's indemnification of the Second Party shall survive the termination, or expiration, of this AGREEMENT.

#### 8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

- 8.1 The Parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both Parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment to this AGREEMENT pursuant to Paragraph 8.1, above.

#### 9.0 TERM OF THIS AGREEMENT.

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
  - 9.1.1 September 1, 2025, or to a new date agreed by the parties.
  - 9.1.2 The completion by the DISTRICT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before September 1, 2025.

#### 10.0 ENTIRE AGREEMENT.

- 10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between Parties.
- 10.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 10.4 In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

#### 11.0 SEVERABILITY.

In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

#### 12.0 GOVERNING LAW.

- 12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

#### 13.0 NOTICES.

13.1 Any required notice shall be sent to the following addresses and parties:

#### ON BEHALF OF THE PARK DISTRICT:

Mike Benard
Executive Director
Wheaton Park District
102 E. Wesley Street
Wheaton, Illinois 60187
(630) 945-7726
ON BEHALF OF THE COUNTY:

Scott MacKay
Deputy Clerk - Elections
DuPage County Clerk
421 North County Farm Road
Wheaton, Illinois 60187

#### 14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

14.1 The Parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining Party from enforcing this AGREEMENT with respect to a different breach.

#### 15.0 NO THIRD PARTY BENEFICIARY.

15.1 This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

#### NO WAIVER OF TORT IMMUNITY. 16.0

Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses and immunities available to the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

#### 17.0 **COMPLIANCE WITH GRANT**

- The Parties shall comply with all terms, promises, conditions, plans, specifications, 17.1 maps, and assurances contained in the Grant's approved PROJECT Application.
- The Parties shall comply with all applicable provisions of the Grant's Project 17.2 Agreement, a copy of which is attached to and incorporated as part of this Agreement as Exhibit C, including, but not limited to all provisions regarding bidding, change orders, project accessibility, project implementation, project billing and monitoring, intellectual property rights and vendor certifications.

IN WITNESS OF, the Parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

Deborah A. Conroy

County Board Chair

ATTEST:

County Clerk

WHEATON PARK DISTRICT

Board of Park Commissioners

ATTEST:

Michael Benard.

Secretary

Abby Beaty, Grants Program Manager Desk: (217) 782-1557 | Cell: (217) 670-9755 ABeaty@elections.il.gov

#### **Overview**

These funds are to address areas of inaccessibility in Illinois' polling places. Funding is prioritized to correct barriers to accessing polling places – working toward the goal that all Illinois voters are able to exercise their right to vote privately and independently.

Funding is allocated based on quotes and narratives provided from jurisdictions who applied for the Polling Place Accessibility Grant, and is prioritized based on funding need.

#### **Dates & Deadlines**

Grant Period	July 1, 2024 – June 30, 2025			
Agreement Submission Deadline	November 1, 2024			
Grant Reimbursement Deadline	May 30, 2025 (June 20, 2025, for June expenditures only)			

#### Your allowable expenditures include:

- Parking lot improvements (per the quotes included below)
- Signs (per the quotes included below)

#### Your allowable expenditures do not include (but are not limited too):

Barricades

Your funding is exclusively for the items listed above and the awarded amount is based on the quotes provided in your application therefor. This grant funding should not be used to purchase and/or fund other projects, but should be used to fund the projects approved in your submitted application.

All expenditures should be submitted through the eGrants site, through IVRS. See the eGrants Instruction Guide for assistance on this process. No grants will be accepted via email or via mail unless otherwise directed by the Grants Program Manager.



## Illinois State Board of Elections Polling Place Accessibility Federal Grant Fiscal Year 2025 Grant Agreement



The purpose of this grant is to make improvements to Illinois polling places for voters with disabilities, pursuant to Section 101 of the Help America Vote Act of 2002, ("HAVA") (52 USC 20901) (CFDA 90.404). The recipient, also herein referred to as the election authority, is an eligible recipient of this grant. The election authority, **DuPage County**, is eligible to be reimbursed for an amount of \$675,233.88. If your expenses exceed this amount and funding is available, a second round of reimbursements may be possible.

The State Board of Elections, herein referred to as the grantor, and the election authority have responsibilities under HAVA both as to spending the grant monies for the intended purposes of this grant, and tracking grant expenditures in accordance with applicable State and Federal laws and regulations. By accepting this grant, the election authority agrees to document all expenditures for audit purposes in accordance with generally accepted auditing standards, Federal Single Audit requirements, and any specific additional provisions contained in HAVA and uniform guidance, 2 CFR 200. Funds may not be reimbursable otherwise. It is important to note that only documented expenditures and/or obligations to expend are eligible for reimbursement, meaning invoices and proof of payment must be provided per the approval of the grantor to receive payment. Furthermore, the election authority agrees to provide all documentation (i.e., receipts, invoices, copies of checks, etc.) applicable to activity under this grant program to the State Board of Elections or other auditing entity upon request.

Under no circumstances is this grant money to be supplanted into the county's election budget by the County Board or the Board of Election Commissioners. These grant funds must be kept separate and segregated. These funds may not be used in any way in a private residence. For example, they may not be used to make permanent improvements to the building(s) or property of a private residence. These grant funds may be used only to make improvements to publicly owned buildings and/or property. Furthermore, purchases made with this grant shall become the responsibility and property of the election authority, or to whom the assignment of any permanent property is made by the election authority, not the State Board of Elections. All property control and custody responsibilities will be assumed by the election authority. The election authority must follow the federal equipment management requirements included in 41 CFR 105-71.132 and maintain adequate records of equipment purchased with HAVA funds. Likewise, the election authority agrees that all future costs related to maintenance, repairs, and upgrades to equipment or property purchased with these grant funds shall be the sole responsibility of the Election Authority, not the State Board of Elections.

As a condition of a recipient of this grant, the election authority agrees to comply with the provisions of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575/) and the equal employment practices of the Illinois Human Rights Act (775 ILCS 5/2-105).

The election authority agrees to indemnify and hold the State Board of Elections harmless against any claims brought against it by the Comptroller General or other agency of the federal government, for reimbursement of the grant funds in the event that the Election Authority is found liable for misapplication, misuse, or misappropriation of funds.

The election authority agrees that it will not purchase goods/services with HAVA funds with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

The election authority will follow the Lobbying certification as required by Section 1352, Title 31 of the U.S. Code. The recipient certifies that: (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement; and (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities."

By signing this document, the election authority certifies to use the grant funds provided for the purposes articulated above and understands and agrees to the record keeping and documentation requirements set forth above. Further, you certify that you will return to the SBE any of the unspent funds remaining within thirty days after receipt of such funds as noted above. For purposes of this paragraph, the unspent funds shall be considered timely returned if it is actually received in either of the SBE offices (Chicago or Springfield) within 30 days of receipt or, if received beyond such 30-day period, the envelope containing the unspent funds is postmarked within such 30-day period. If the postmark on the envelope containing the unspent funds is missing or illegible, the return of the unspent funds will be considered timely if such envelope is received by the SBE no later than 5 business days following the end of such 30-day period.

In addition, you understand and accept that no additional HAVA related funds will be forthcoming, or in the alternative, that additional grant funds may be reduced by the amount of any outstanding funds owed to the State Board of Elections, until the terms of those agreements are satisfied and any unspent or unaccounted for funds are returned with interest as indicated above.

If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes recipient will not use the funds during the term, (ii) Grantor believes recipient has used Grant Funds in a manner that was not authorized by this Agreement, or (iii) sufficient funds for this Agreement have not be appropriated or otherwise made available to Grantor by the State or federal funding source. Recipient will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by recipient under [appropriate section] may be reduced accordingly. Grantor must pay recipient for work satisfactorily performed prior to the date of the notice regarding adjustment. (2 CFR 200.308)

Furthermore, the election authority certifies that the Polling Place Accessibility grant funds this election authority receives will only be used as authorized by the terms of the Illinois State Board of Elections and/or other grantor. Such terms may be found in, but are not limited to, the Polling Place Accessibility Grant Acceptance Agreement this election authority enters into with the State Board of Elections. I agree to provide, upon the request of the Illinois State Board of Elections and/or other grantor, any and all receipts and records of expenditures for the Polling Place Accessibility grant funds.

Any violations of this agreement may be reported to appropriate legal authorities for review and appropriate action.

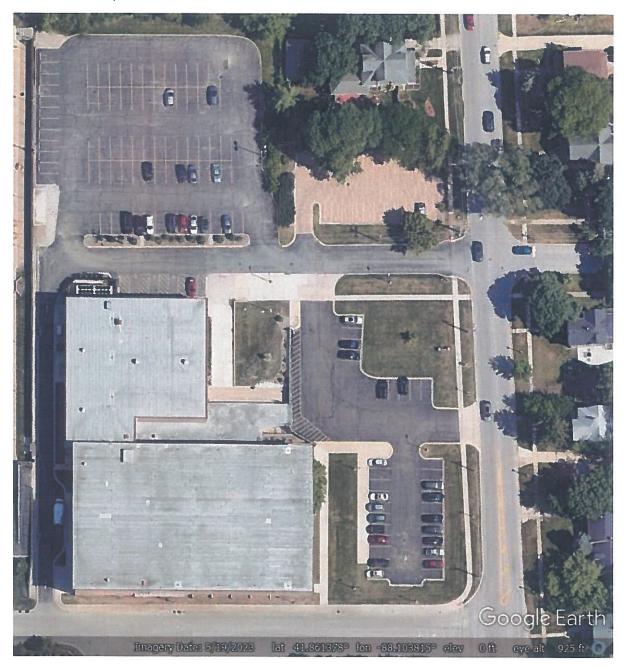
The undersigned (*election authority or authorized agent*) has the authority to enter into this agreement or has sought approval to enter into this agreement, if applicable, and agrees to the above in its entirety.

Election Authority or Authorized Agent
Signature:
Printed Name: Jean Kaczmarek
Title: County Clerk
Date:
Illinois State Board of Elections
Signature:
Printed Name: <u>Abby A. Beaty</u>
Title: Grants Program Manager
Date: <u>09/25/2024</u>
Signature:
Printed Name: Bernadette M. Matthews
Title: Executive Director

Date: 09/25/2024

Central Athletic Complex Parking						
		Grind & Overlay	F	Partial Depth		Full Depth
45,100 SF	\$	145,587.17	\$	201,079.85	\$	397,717.37

Wight's 2021 estimates for Community Center parking lot were used and a multiplier was applied. Costs assume no detention work is required and would be an additional cost if it were.



Blanchard Building Parking						
	(	Grind & Overlay	F	Partial Depth	Full Depth	
30,700 SF	\$	99,102.58	\$	136,876.97	\$	270,730.00

Wight's 2021 estimates for Community Center parking lot were used and a multiplier was applied. Costs assume no detention work is required and would be an additional cost if it were.





GPN Number:	Date of Notification:
(Completed by Finance Department) Parent Committee Agenda Date:	, , , , , , , , , , , , , , , , , , , ,
(Completed by Finance Department)	Grafft Application Due Date.
Name of Grant:	FY 2025 Polling Place Accessibility Federal Grant
Name of Grantor:	Illinois State Board of Elections
Originating Entity:(	U.S. Election Assistance Commission  Name the entity from which the funding originates, if Grantor is a pass-thru entity)
County Department:	County Clerk-Election Division
Department Contact:	Jean Kaczmarek, County Clerk (630) 407-5572  Name, Title, and Extension)
Parent Committee:	Finance
Grant Amount Requested: _	\$ 675,233.88
Type of Grant:	Formula  Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)
Is this a new non-recurring Grant	: ✓ Yes
Source of Grant:	✓ Federal State Private Corporate
If Federal, provide CFDA: 90	.404 If State, provide CSFA:



1.	Justify the department's need for this grant.					
	The county will utilize the grant funds to convert existing parking areas at the Blanchard Building and Central Athletic Complex Building (Wheaton Park District). The funding will cover engineering, permitting and construction costs related to these projects. Other included costs in the grant amount requested are for signage and barricades used around the county at different Polling Places.					
2.	. Based on the County's Strategic Plan, which strategic imperative(s) correlate wit brief explanation.	h funding or	oportunity. Provide	e a		
	To ensure that the residents of DuPage County with disabilities have a full vote-ADA compliant	and equal	opportunity to			
3.	. What is the period covered by the grant? 07/01	/2024	<sub>to:</sub> 06/30/20	)25		
•	(MM/DE	D/YYYY)	to: 06/30/20	YY)		
	3.1. If period is unknown, estimate the year the project or project phase will beg	in and antic	ipated duration:			
	3.1.1 and (Duration)					
4.	. Will the County provide "seed" or startup funding to initiate grant project? (Yes o	or No)	N	0		
	4.1. If yes, please identify the Company-Accounting Unit used for the funding					
5.	If grant is awarded, how is funding received? (select one):					
	5.1. Prior to expenditure of costs (lump-sum reimbursement upfront)					
	5.2. After expenditure of costs (reimbursement-based)					



6.

Does the grant all	low for Personnel Costs? (Yes or No)		No
6.1. If yes, what a	are the total projected salary and fringe rm of the grant? Compute County-prov	e benefit costs of personnel charging ided benefits at 40%.	time to the grant for
6.1.1. Total sa	alary	Percentage covered by grant	
6.1.2. Total fr	inge benefits	Percentage covered by grant	
6.1.3. Are any	of the County-provided fringe benefits	s disallowed? (Yes or No):	
6.1.3.1.	If yes, which ones are disallowed?		
	a a		
6.1.3.2.	If the grant does not cover 100% of t will the deficit be paid?	he personnel costs, from what Comp	any-Accounting Unit
6.2. Will receipt o	f this grant require the hiring of additio	onal staff? (Yes or No):	No
6.2.1. If yes, h	ow many new positions will be created	?	
6.2.1.1.	Full-time Part-time	Temporary	
6.2.1.2.	Will the headcount of the new position	on(s) be placed in the grant accounti	
6.2.1.	2.1. If no, in what Company-Acco	unting Unit will the headcount(s) he	(Yes or No)



	6.3. Does the gra	nt award require the positions to be retained beyond the grant term? (Yes or No)	No
	6.3.1. If yes, p	please answer the following:	
	6.3.1.1.	How many years beyond the grant term?	
	6.3.1.2.	What Company-Accounting Unit(s) will be used?	
	6.3.1.3.	Total annual salary	
	6.3.1.4.	Total annual fringe benefits	No.
7.	Does the grant all	ow for direct administrative costs? (Yes or No)	No
	7.1. If yes, please	answer the following:	
	7.1. <b>1</b> . Total es	timated direct administrative costs for project	
	7.1.2. Percent	age of direct administrative costs covered by grant	
	7.1.3. What pe	ercentage of the grant total is the portion covered by the grant	
8.	What percentage	of the grant funding is non-personnel cost / non-direct administrative cost?	100%
9.	Are matching fund	ds required? (Yes or No):	No
	9.1. If yes, please	answer the following:	
	9.1.1. What pe	ercentage of match funding is required by granting entity?	
	9.1.2. What is	the dollar amount of the County's match?	



	9.1.3.	What Company-Accounting Unit(s) will provide the matching requirement?	
10	. What amo	unt of funding is already allocated for the project?	\$0.00
	10.1.	If allocated, in what Company-Accounting Unit are the funds located?	
	10.2.	Will the project proceed if the funding opportunity is not awarded? (Yes or No):	
11.	What is the	total project cost (Grant Award + Match + Other Allocated Funding)?	\$675,233.88