



AGENDA – Administration Committee

Thursday, April 17, 2025

6:15 PM

- I. Roll Call
- II. Approval of the March 20, 2025 Administration Committee Minutes

RECOMMENDED MOTION: To approve the Minutes of March 20, 2025 Administration Committee Meeting of the DuPage Water Commission.

- III. Request for Board Action: To authorize the Estimated Expenditures for professional training as included in the approved FY-24/25 Management Budget.
- IV. Resolution R-25-25: A Resolution Authorizing the Execution of a Consulting Agreement with CDW-G, for IT Cyber Security in Accordance with Article VIII of the DuPage Water Commission By-Laws.
- V. Resolution R-37-25: A Resolution Approving an Intergovernmental Agreement between Northwest Suburban Municipal Joint Action Water Agency (NSMJAWA) and DuPage Water Commission regarding Joint Studies.

RECOMMENDED MOTION: To recommend approval of Items 2 through 4 of the Administration Committee Report section of the Commission meeting agenda.

- VI. Old Business
- VII. New Business
- VIII. Adjournment

Minutes of a Meeting
of the

ADMINISTRATION COMMITTEE

DuPage Water Commission
600 E. Butterfield Road, Elmhurst, Illinois

March 20, 2025

- I. Commissioner Cuzzone called the meeting to order at 6:19 PM.
Commissioners in attendance: N. Cuzzone, D. Van Vooren, J. Zay
Commissioners absent: K. Rush
Also in attendance: D. Mundall
- II. Commissioner Cuzzone asked for a motion to approve the Minutes of the February 20, 2025 Administration Committee Meeting, Commissioner Van Vooren moved, seconded by Chairman Zay, unanimously approved by a voice vote. All aye, motion carried.
- III. Commissioner Cuzzone asked for a motion to approve Resolution R-23-25, A Resolution Reviewing/Releasing certain Executive Session Minutes. Commissioner Van Vooren moved, seconded by Chairman Zay, unanimously approved by a voice vote, all aye, motion carried.
- IV. Old Business
No Old Business was offered.
- V. New Business
No New Business was offered.
- VI. Other
- VII. Adjournment
Commissioner Van Vooren moved to adjourn the meeting at 6:22 PM, seconded by Chairman Zay, unanimously approved by a voice vote. All aye, motion carried.

Meeting adjourned.



Resolution #: N/A

Account: 01-60-613301; \$1,650

Approvals: *Author / Manager / Finance / Admin*

RCB RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/10/2025

Description: **Approval of Professional Development Travel and Expenses**

Agenda Section: Administration Committee

Originating Department: Administration

The following are approved budgeted expenditures in FY 24/25, and proposed in FY 25/26, for Commission employees to attend professional development training programs and/or conferences in FYQ1 including early discount registrations, lodging and other fares, if applicable. Details of each event are attached

Location/Event		Budgeted/Estimated	
Dates	Description	Attendees	Expenditure
June 10-16, 2025	Attend the InfoComm Conference on Communication Technology	Systems Engineer and IT Supervisor	\$1,650 (includes Registration/Transportation/Lodging and Per Diems)

Recommended Motion:

To authorize the Estimated Expenditures for professional training as included in the approved FY-24/25 and proposed FY-25/26 Management Budget and as listed above.

**DUPAGE WATER COMMISSION - PROFESSIONAL DEVELOPMENT
OVERNIGHT/OUT OF STATE TRAVEL REQUEST**

Request Date	April 17, 2025
Name of Attendee	██████████
Job Title	Systems Engineer & IT Supervisor
Department	Systems and IT Department

Purpose of Travel	Attend the InfoComm annual conference, the largest AV and communication technology exhibition in North America. Attendance will provide a learning opportunity and exposure to new AV and communication equipment/systems, as well as provide the opportunity to meet vendors and manufacturers in anticipation of future AV system implementation and upgrades.
-------------------	--

Destination	Orlando, FL
Date of Departure	June 10, 2025
Date of Return	June 16, 2025

Please indicate the estimated amount for each applicable expense:

Registration:	\$0.00
(Airfare, Transfers, Ride-Share) Transportation:	\$650.00
Lodging:	\$700.00
Miscellaneous (ex. parking):	\$00.00
Rental Car:	\$0.00
Reference Materials:	\$0.00
Meals: (per diems)	\$300.00
Total Estimated Expense:	\$1,650.00

Recommendations for Approval:

Department Head:	██████████	Date:	04/02/2025
------------------	------------	-------	------------



Resolution #: R-25-25

Account: 01-60-629000

Approvals: *Author / Manager / Finance / Admin*

DC RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/10/2025

Description: **A Resolution Authorizing the Execution of a Consulting Agreement with CDW-G for IT Cyber Security.**

Agenda Section: Administration Committee

Originating Department: Systems & Information Technology

Resolution No. R-25-25 would approve a Consulting and Network Cyber Security Services Agreement with CDW-G in connection with the Commission's Administrative and SCADA Networks for a twelve-month term.

The Commission utilizes the Administrative and SCADA Networks to perform critical daily operating tasks. Cybercrime is becoming an increasingly prolific threat to public utilities, and historically the Commission has used a variety of IT security solutions to address basic network security. The Commission's objective for IT and OT Cyber Security is to be at the forefront protecting our critical enterprise and control network systems.

With the escalation of cyberattacks against critical infrastructure and utilities, the Commission enhanced its IT security with Mandiant's Managed Defense service in 2018, formerly known as FireEye. This service provides round-the-clock monitoring, mitigation, and remediation support against various cybersecurity breaches and threat actors. It has proven useful in blocking malicious attacks, protecting our systems from ransomware and malware, and continuously safeguarding our network and end users. The Mandiant Enterprise Network Security solution enables rapid detection and response to evasive threats missed by traditional defenses, across network/web, email, local devices, and file systems.

The Mandiant Managed Defense service is broken down into two cost elements: the NX appliance licensing and bandwidth capacity, and the annual cost for the managed defense team coverage and

support. This year's renewal of the managed defense service will be \$133,137.69 compared to last year's service agreement, which came at a cost of \$132,719.15. While there were no significant modifications to the services this year, the price has increased due to an adjustment to the appliance licensing cost and bandwidth capacity.

Being critical infrastructure, the Commission staff recommends the continued use of the Mandiant service under CDW-G and authorize the General Manager to execute a twelve-month agreement with CDW-G in the amount of \$133,137.69.

Motion to approve Resolution No. R-25-25.

Recommended Motion:

Motion to approve Resolution No. R-25-25

DUPAGE WATER COMMISSION

RESOLUTION NO. R-25-25

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSULTING AGREEMENT
WITH CDW-G FOR CYBER SECURITY SERVICES

WHEREAS, the Commission was formed and exists pursuant to the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq., and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., for the purpose of securing an adequate source and supply of water for its customers; and

WHEREAS, the DuPage Water Commission staff desires to enter into a consulting agreement setting forth the terms and conditions pursuant to which the Commission will obtain continuous Cyber Security monitoring and mitigation through CDW-G to be approved by the Commission; and

WHEREAS, the DuPage Water Commission staff is recommending the renewal of the Cyber Security monitoring and mitigation services;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the DuPage Water Commission as follows:

SECTION ONE: The foregoing recitals are hereby incorporated herein and made a part hereof as findings of the Board of Commissioners of the DuPage Water Commission.

SECTION TWO: A Consulting Agreement between the DuPage Water Commission and CDW-G for Cyber Security Services, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager of the Commission, shall be and it hereby is approved. The General Manager shall be and hereby is authorized and directed to execute the Consulting agreement in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager; provided, however, that the Cyber Security Services shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Consulting Agreement by CDW-G.

SECTION THREE: This Resolution shall be in full force and effect from and after its adoption.

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honig, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2025/R-25-25.docx

EXHIBIT 1

Statement of Work for Standalone Google Cloud Services

This Statement of Work (“Statement of Work” or “SOW”) is made and entered into on April 3, 2025 (the “SOW Effective Date”) by and between CDW Government, LLC (“Seller”) and DUPAGE WATER COMMISSION (“Customer”).

SERVICES DESCRIPTION

Description of Google Cloud Services

The Google cloud services made available by Seller for Customer under this Statement of Work (“Google Cloud Services”) shall consist of the following:

- Google Cloud Platform
- Google SecOps - Mandiant
- CDW Elastic Engineering Support

Governing Terms

The Customer and Seller (individually “Party” or together “Parties”) acknowledge and agree that this SOW and Customer's purchase of the Google Cloud Services under this SOW shall be governed by the “Sales and Service Projects” terms accessed via the “Terms & Conditions” link at www.cdw.com on Seller’s website unless Customer has entered into a written agreement with Seller covering Customer’s purchase of services from Seller (“Agreement”). References in the Agreement to a SOW or a Work Order apply to this SOW.

Customer’s use of the Google Cloud Services (other than Looker Google Cloud Services and SecOps Google Cloud Services which are subject to additional terms as set forth below), shall be exclusively governed by and subject to the terms of the Google Cloud Master Agreement and Google Cloud Platform Services Schedule attached to this SOW as Exhibit A, to which the Parties agree to be bound.

Customers’ use of the Google Cloud Services that consist of SecOps Google Cloud Services (including Mandiant), shall be exclusively governed by and subject to the Google Cloud Master Agreement and SecOps Product Schedule attached to this SOW as Exhibit B, to which the Parties agree to be bound.

If Customer elects to provision or use any Google Cloud Services that consists of Looker Google Cloud Services, Customer’s use of the Looker Google Cloud Services shall be exclusively governed by and subject to the terms of the Google Cloud Master Agreement and Looker Services Schedule attached to this SOW as Exhibit C, to which the Parties agree to be bound.

In addition, if Customer is purchasing any third-party vendor products through Google Marketplace (“Marketplace Transactions”), Customer also agrees to be bound by the Terms for the Resale of Google Marketplace Products located at [google-cloud-services-terms-of-use.pdf\(cdw.com\)google-cloud-services-terms-of-use.pdf\(cdw.com\)](http://google-cloud-services-terms-of-use.pdf(cdw.com)google-cloud-services-terms-of-use.pdf(cdw.com)) (“Google Services Terms of Use”), as such terms may be updated from time to time by Seller.

Services Fees

The total fees for Google Cloud Services under this SOW (collectively, “Services Fees”) are as follows:

- The monthly fees for the Google Cloud Services;
- Google SecOps Mandiant Subscription Fees (See Table below);
- Elastic Engineering Services Fee (See Table below);
- Applicable taxes

Mandiant Subscription – See chart below:

Description	Services Start Date	Services End Date	Term (Months)	Units	Total Price (Annual)
Managed Defense Full Coverage Base	May 8, 2025	May 7, 2026	12	1	\$126,435.54
Managed Defense Full Coverage Node	May 8, 2025	May 7, 2026	12	200	\$6,702.16
Google SecOps Mandiant Consumption-Based Service Total:			\$133,137.69		

Seller will invoice Customer for the Google SecOps Mandiant annual subscription fee of \$133,137.69 plus any applicable taxes on the SOW Effective Date. For all other Google Cloud Services, including any Google SecOps Mandiant Units in excess of such Units set forth in the table above, Seller will invoice Customer monthly in arrears for the Google Cloud Services based on actual consumption and for any applicable taxes. Seller will invoice Customer for any Marketplace Transactions, monthly in arrears or as otherwise specified in the applicable Marketplace Transaction. If Customer uses any Google Cloud Services (including the Sec Ops Google Cloud Services) after the Initial Subscription Term (as defined below), Seller will invoice Customer in arrears for Customer's consumption of such Google Cloud Services based on actual usage. The Parties agree that there will be no travel required in connection with the Google Cloud Services. Therefore, neither travel time nor direct expenses will apply to the Google Cloud Services. All Services Fees paid to Seller are non-refundable.

The Elastic Engineering Services Fee will be invoiced monthly in arrears and charged on a time and materials basis, at the hourly rate(s) set forth below.

Elastic Engineering	\$255/hour
----------------------------	------------

Contact Person(s)

Each Party will appoint a person to act as that Party's point of contact ("Contact Person") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

The Customer Contact Person is authorized to approve Google Cloud Services made available by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller.

The Parties' Contact Persons shall be authorized to approve changes to the Google Cloud Services under this SOW.

Term and Termination

This SOW will be effective as of the date of Seller's signature for the subscription term set forth in the Service Fee Section above (the "Initial Subscription Term"). Following the Initial Subscription Term, if Customer continues to use the Google Cloud Services (including the Sec Ops Google Cloud Services), this SOW shall continue on a month-to-month basis until either Party provides the other Party with a notice of termination with an effective date at least thirty (30) from the end of the then current month.

Notwithstanding anything in the Agreement to the contrary, the Parties agree that they shall have the following termination rights and obligations upon termination relative to this SOW:

1. **Breach.** Seller and Customer may terminate this SOW if the other Party materially breaches any of its obligations under this SOW and such breach is not cured within thirty (30) days of breaching Party's receipt of written notice specifying the breach, or if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

- 2. Convenience. Either Party may terminate this SOW for convenience by providing sixty (60) days' written notice of such termination to the other Party.

Notwithstanding anything in the Agreement to the contrary, upon termination of this SOW for any reason, Customer will pay Seller for all Google Cloud Services through the effective date of termination.

Notwithstanding anything in the Agreement to the contrary, in addition to Seller's right to terminate the SOW as provided for herein, Seller may suspend all or part of Customer's access to the Google Cloud Services (i) if Customer is delinquent on payment obligations; (ii) upon receipt of a subpoena or law-enforcement request; or (iii) when Seller has a commercially reasonable belief that Customer has breached this SOW or that Customer's use of the Google Cloud Services poses an imminent security risk.

Additional Terms, Limitations and Disclaimers

Seller may change all or any portion of the infrastructure and IT systems and tools used to provide the Google Cloud Services at any time if Seller, in its sole discretion, determines such change is necessary or desirable, but Seller agrees to perform modification(s) in a manner that does not result in any permanent, materially adverse alteration to the Google Cloud Services provided to Customer under this SOW.

Notwithstanding anything in the Agreement to the contrary, subject to the limited rights expressly granted hereunder, Seller reserves, for itself and on behalf of Google LLC and its affiliates, all rights, title and interest in and to the Google Cloud Services, including all related systems and intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

Change Orders

A Change Order will be of no force or effect until signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date on its cover page and then signed by Seller, except as otherwise agreed by Seller.

In the event of a conflict between the terms and conditions set forth in a fully-executed Change Order and those set forth in this SOW or a prior fully-executed Change Order, the terms and conditions of the most recent fully-executed Change Order shall prevail.

Miscellaneous and Signatures

All of the terms and conditions of the Agreement are incorporated into and made a part of this SOW. Where a conflict exists between the documents comprising the SOW, the following descending order of precedence applies (except as otherwise expressly amended in this SOW): (a) Exhibits to this SOW or Google Services Terms of Use, (b) this SOW, and (c) the Agreement. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.

In acknowledgement that the Parties below have read and understood this SOW and agree to be bound by it, each Party has caused this SOW to be signed and transferred by its respective authorized representative.

CDW GOVERNMENT, LLC

By: _____
Name: _____
Title: _____
Phone: _____
E-mail: _____
Date: _____

Mailing Address:
200 N. Milwaukee Ave.
Vernon Hills, IL 60061

DUPAGE WATER COMMISSION

By: _____
Name: _____
Title: _____
Phone: _____
E-mail: _____
Date: _____

Mailing Address:
Street: _____
City/ST/ZIP: _____
Billing Contact: _____
Street: _____
City/ST/ZIP: _____

- A purchase order for payment under this SOW is attached.
 - A purchase order is not required for payment under this SOW.
- Services Manager _____

Exhibit A - GOOGLE CLOUD MASTER AGREEMENT AND GOOGLE CLOUD PLATFORM SERVICES SCHEDULE

Redline edit of public sector 2.7 (carahsoft.com)

[https://static.carahsoft.com/concrete/files/9316/8873/0630/US_Public_Sector_CMA_flowdowns_3.24.23 - SecOps.pdf](https://static.carahsoft.com/concrete/files/9316/8873/0630/US_Public_Sector_CMA_flowdowns_3.24.23_-_SecOps.pdf)

[https://static.carahsoft.com/concrete/files/4116/6981/5918/US_Public_Sector_CMA_flowdowns_11.4.22 - Looker.pdf](https://static.carahsoft.com/concrete/files/4116/6981/5918/US_Public_Sector_CMA_flowdowns_11.4.22_-_Looker.pdf)



Resolution #: R-37-25

Account: 01-60-772500

Approvals: *Author / Manager / Finance / Admin*

PDM - CAP PDM

REQUEST FOR BOARD ACTION

Date: 12/30/2024

Description: **A Resolution authorizing an Intergovernmental Agreement with the Northwest Suburban Municipal Joint Action Water Agency to provide funding for Regional Source Water Project: Joint Studies and Technical Advisor**

Agenda Section: Administration Committee

Originating Department: Administration

DWC has completed various Source Water Studies which have validated the technical feasibility and financial viability of an alternative Regional Source Water Project, and purchased a site for the prospective Water Treatment Plant in April, 2024. NSMJAWA has been engaged as a participant in this regional initiative and has previously shared costs for the feasibility studies. This project is now positioned to move into the next stage, and the FY 2025-26 Budget includes funds to select a Technical Advisor Team. The solicitation for this service is currently active, and staff expect to bring a recommendation to the Board at the May meeting for approval.

NSMJAWA has agreed to participate in the costs associated with the Technical Advisor; the proposed IGA is similar to the document which was approved between NSMJAWA and DWC in July 2023 to facilitate shared funding for previous studies performed to advance this project. The contract for the Technical Advisor will be held and managed by DWC, with 30% reimbursement of costs by NSMJAWA.

Recommended Motion:

It is recommended that Resolution R-37-25 be approved, authorizing an IGA with NSMJAWA to fund services for a Regional Source Water Project Technical Advisor.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-37-25

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DUPAGE WATER COMMISSION AND THE NORTHWEST SUBURBAN MUNICIPAL JOINT ACTION WATER AGENCY FOR JOINT STUDIES AND A TECHNICAL ADVISOR – REGIONAL SOURCE WATER PROJECT

WHEREAS, the Commission was formed and exists pursuant to the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq., and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., for the purpose of securing an adequate source and supply of water for its customers; and

WHEREAS the Commission is a public agency within the meaning of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and is authorized by Article VII, Section 10 of the Constitution of the State of Illinois to enter into intergovernmental agreements; and

WHEREAS, the Commission has obtained various engineering studies regarding source water alternatives; and

WHEREAS, the Northwest Suburban Municipal Joint Action Water Agency (“NSMJAWA”) and the DuPage Water Commission (DWC) have previously participated in sharing costs to advance a regional source water alternatives project, and desire to continue this cost-sharing practice; and

WHEREAS, the parties agree that an Owner’s Technical Advisor should be selected regarding the preliminary activities associated with advancing the regional source water project; and

WHEREAS, the parties have agreed to share the costs of the Owner’s Technical Advisor; and

WHEREAS, the parties have agreed in principle on the terms of an Intergovernmental Agreement regarding the sharing of costs for the Owner’s Technical Advisor (a copy of which is attached hereto and incorporated herein as Exhibit 1);

WHEREAS, the Commission desires to enter into the Intergovernmental Agreement and finds it to be in the best interests of the Commission and its customers to do so;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the DuPage Water Commission as follows:

SECTION ONE: The foregoing recitals are hereby incorporated herein and made a part hereof as findings of the Board of Commissioners of the DuPage Water Commission.

SECTION TWO: The Intergovernmental Agreement in substantially the form attached hereto and by this reference incorporated herein and made apart hereof as Exhibit 1, shall be and hereby is approved. The General Manger shall be and hereby is authorized to execute the Intergovernmental Agreement in substantially the form attached hereto as Exhibit 1.

SECTION THREE: This Resolution shall be in full force and effect from and after its adoption.

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honig, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS ___ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2025/R-37-25.docx

EXHIBIT 1

DELETE PAGE IF NO ATTACHMENT

INTERGOVERNMENTAL AGREEMENT BETWEEN NORTHWEST SUBURBAN MUNICIPAL JOINT ACTION WATER AGENCY AND DuPAGE WATER COMMISSION REGARDING JOINT STUDIES

This Intergovernmental Agreement (the “Agreement”) dated the ____ day of _____, 2025 between the DuPage Water Commission (“DWC”), a county water commission and public corporation under 65 ILCS 5/11-135-1 *et seq.*, and the Northwest Suburban Municipal Joint Action Water Agency (“NSMJAWA”), a joint action water agency and body politic under 5 ILCS 220/3.1 (individually the “Party” and collectively the “Entities”).

WITNESSETH:

WHEREAS, the Entities have been organized under the laws of the State of Illinois to supply water within their territorial limits; and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 authorizes units of local government to cooperate with each other to accomplish common goals and objectives; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) provides that any power or powers, privilege or authority exercised, or which may be exercised by a public agency of this State, may be exercised and enjoyed jointly with any other public agency; and

WHEREAS, the Entities are units of local governments as defined in the Illinois Constitution; and

WHEREAS, the Entities are public agencies pursuant to the Intergovernmental Cooperation Act; and

WHEREAS, the Entities recognize the need to cooperate in the planning for the receipt and supplying of water to their customers; and

WHEREAS, the Entities currently own and operate waterworks systems as suppliers of Lake Michigan water to the Commissions’ member customers; and

WHEREAS, the Entities currently receive Lake Michigan water from the external source water producers; and

WHEREAS, the Entities are in discussions and negotiations with the City of Chicago for a new water supply agreement but have also obtained a source water study (the “Source Water Study”) from Carollo Engineers, Inc. relating to Entities ability to obtain Lake Michigan water from an alternative source other than the City of Chicago; and

WHEREAS, the Entities intend to contract with outside consultants to prepare further information related to: (a) routes for the transmission of Lake Michigan water for the possible delivery of water; and (b) financial validation and strategy studies and reports (collectively the “Original Studies”); and

WHEREAS, the Entities, along with the Northwest Water Commission, entered into an Intergovernmental Agreement in July 2023, for the purpose of preparing the Original Studies; and

WHEREAS, the Entities are interested in jointly obtaining further information related to the feasibility of and options for a joint partnership water source project to benefit all the Commissions, including but not limited to studies related to the following issues (collectively the “Joint Studies”):

- a. selection of a technical advisor;
- b. governance evaluation;
- c. refining construction cost estimates;
- d. preliminary program planning analysis;
- e. potential easement assessment; and
- f. financial analysis.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the Entities hereby agree as follows:

AGREEMENT

1. The recitals contained in the Preamble above will become a part of this Agreement as if fully set forth herein.

2. DWC has provided copies of the Original Studies to NSMJAWA.
3. The Entities hereby agree to hire a consultant(s) for Technical Advisory and other professional services as directed, to prepare, facilitate, and implement activities necessary to advance the Lake Michigan alternative source water project along the north route set forth in the Source Water Study. The said cost for these activities will be split 70% DWC and 30% NSMJAWA. Each Party shall have a non-exclusive and unlimited license to use the deliverables (and any future deliverables or instrument of services) for their own respective purposes.
4. Where approved by all both Entities, the Entities may approve future task orders related to the Joint Studies and any other items that all the Entities deem appropriate (the “Future Task Orders”) and shall participate 70% DWC and 30% NSMJAWA in bearing the costs and benefits of such Future Task Orders, unless otherwise agreed to in writing.
5. DWC will serve as the point of contact for Joint Studies and agrees to pay the costs directly; thereafter, NSMJAWA will reimburse DWC within thirty (30) days of DWC notifying NSMJAWA of payment of the costs of the Joint Studies. The Entities agree that there is no further obligation of any party to participate in any future studies or reports.
6. NSMJAWA will not participate in any costs pertaining to the site improvements on the property purchased by DWC in Northbrook. All costs associated with this Agreement are for planning and initial preliminary analysis for the Source Water Study.
7. All claims, disputes, and other matters in question among the Entities arising out of, or relating to, this Agreement shall be brought in the Eighteenth Judicial Circuit, DuPage County, Illinois.
8. If either Entity defaults in the full and timely performance of any of its obligations hereunder, the non-breaching entity or entities, after first providing written notice via electronic correspondence to the Executive Director of the breaching entity of the event of default and providing the breaching entity ten (10) days to cure the same, will be entitled to invoke its legal rights and remedies as a result thereof, including, but not limited to, its equitable remedy of specific

performance. THE FOREGOING NOTWITHSTANDING, NO ENTITY WILL BE LIABLE TO ANOTHER ENTITY OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES OR CONTRACTORS FOR SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

9. There are no third-party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the Parties hereto (and their respective successors, heirs and permitted assigns), any rights, remedies, obligations or liabilities.

10. Any Party failing to comply with its financial obligations set forth herein will defend and hold the other Entities harmless from any claims or litigation that arise out of that Party's failure to comply with the payment obligations arising under this Agreement.

11. Except as provided herein, the Entities will not assign this Agreement or any right or privilege any Party may have under this Agreement without the prior written consent of all parties hereto, not to be unreasonably withheld conditioned or delayed.

12. This Agreement will be governed by the internal laws of the State of Illinois.

13. The person(s) executing this Agreement on behalf of the Entities hereto warrant that: (i) each Party is duly organized and existing; (ii) the individual signing is duly authorized to execute and deliver this Agreement on behalf of said Party; (iii) by so executing this Agreement, such Party is formally bound to the provisions and conditions contained in this Agreement; and (iv) the entering into this Agreement by a Party does not violate any provision of any other agreement to which said Party is bound.

14. Each Party acknowledges that it may be necessary to execute documents other than those specifically referred to herein in order to complete the objectives and requirements that are set forth in this Agreement. Each Party hereby agrees to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete the objectives and requirements set forth herein in accordance with the intent of each Party as evidenced by this Agreement.

15. This Agreement is the entire agreement between the Entities regarding this subject matter and may not be changed or amended except pursuant to a written instrument signed by each Party.

16. This Agreement may be executed in any number of identical counterparts each of which will be considered an original, but which together will constitute one and the same Agreement.

IN WITNESS WHEREOF, each Party hereto has caused their respective corporate names to be subscribed hereto and their respective corporate seals to be affixed hereto and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

ATTEST:

DuPage Water Commission

BY: _____

ATTEST:

Northwest Suburban Municipal
Joint Action Water Agency

BY: _____