



## AGENDA – Administration Committee

Thursday, February 20, 2025

5:45 PM

- I. Roll Call
- II. Approval of the January 16, 2025 Administration Committee Minutes

RECOMMENDED MOTION: To approve the Minutes of January 16, 2025 Administration Committee Meeting of the DuPage Water Commission.

- III. Resolution No. R-16-25: A Resolution Authorizing the Execution of a Consulting Agreement with Accenture LLP for Hexagon EAM Services for consulting support services in connection with the Commission’s Enterprise Asset Management platform, Hexagon EAM (formerly Infor) at a cost of \$93,600.00 for a 2-year agreement.
- IV. Resolution No. R-18-25: A Resolution Ratifying a Retail Electric Service Agreement with Dynegy Energy Services, LLC for the DuPage Pump Station.
- V. Resolution No. R-19-25: A Resolution declaring certain real property surplus and authorizing a Notice of Public Sale requesting offers to purchase the real property.
- VI. Request for Board Action: Authorization of a Consulting Agreement with Marquardt & Humes, Inc, in an amount not to exceed \$40,000
- VII. Request for Board Action: Authorization of a Consulting Agreement with Tai, Ginsberg & Associates, in an amount not to exceed \$120,000
- VIII. Old Business
- IX. New Business
- X. Adjournment

Minutes of a Meeting  
of the

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**ADMINISTRATION COMMITTEE**

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

January 16, 2025

- I. Commissioner Cuzzone called the meeting to order at 6:16 PM.  
Commissioners in attendance: N. Cuzzone, K. Rush, D. Van Vooren, J. Zay  
Commissioners absent:  
Also in attendance: P. May, D. Mundall, Denis Cuvalo.
- II. Commissioner Cuzzone asked for a motion to approve the Minutes of the November 21, 2024 Administration Committee Meeting, Commissioner Van Vooren moved, seconded by Commissioner Rush, unanimously approved by a voice vote. All aye, motion carried.
- III. Commissioner Cuzzone asked for a motion to approve Resolution R-01-25, Authorizing and Ratifying the disposal of certain personal property owned by the DuPage Water Commission. Commissioner Rush moved, seconded by Chairman Zay, unanimously approved by a voice vote, all aye, motion carried.
- IV. Commissioner Cuzzone asked for a motion to approve Resolution R-03-25. A Resolution Approving the purchase and installation of network switch hardware, from Park Place Technologies, LLC., at a cost of \$70,013.36, in accordance with Article VIII of the DuPage Water Commission bylaws. Commissioner Rush noted the amount was large for these services, Commissioner Cuzzone noted the large price differentiation between vendors. Denis Cuvalo, IT Supervisor, explained that the vendor's relationship with suppliers influence pricing. Commissioner Van Vooren made the motion, seconded by Commissioner Rush. Unanimously approved by a voice vote. All aye, motion carried.
- V. Commissioner Cuzzone asked for a motion to approve Resolution R-05-25. A Resolution to Authorize a Consulting Agreement with Park Place Technologies, LLC., for IT Network Managed Services, at a cost of \$ 2,560 per month or \$30,730 annually, in accordance with Article VIII of the DuPage Water Commission bylaws. Commissioner Van Vooren made the motion, seconded by Commissioner Rush unanimously approved by a voice vote. All aye, motion carried.
- VI. Commissioner Cuzzone asked for a motion to approve Resolution R-08-25. A Resolution establishing procedures for offering surplus real property for sale. Commissioner Van Vooren made the motion, seconded by Commissioner Rush. Commissioner Van Vooren asked how likely it is that this will be used on the Woodridge property. General Manager

May replied that the Woodridge property is too large for our needs and shows potential for sale, as well as acreage on the Northbrook site. Both properties will be considered later this year. This Resolution is a preliminary step in the process. Unanimously approved by a voice vote. All aye, motion carried.

VII. Commissioner Cuzzone asked for a motion to approve a Request for Board Action. To authorize the estimated expenditures for professional training in the approved FY 24/25 Management Budget. Commissioner Van Vooren made the motion, seconded by Commissioner Rush unanimously approved by a voice vote. All aye, motion carried.

VIII. Old Business  
No Old Business was offered.

IX. New Business  
No New Business was offered.

X. Other

XI. Adjournment  
Commissioner Van Vooren moved to adjourn the meeting at 6:27 PM, seconded by Chairman Zay, unanimously approved by a voice vote. All aye, motion carried.

Meeting adjourned.



**Resolution #: R-16-25**

**Account: 01-60- 628000, \$93,600.00**

**Approvals:** *Author / Manager / Finance / Admin*

**JR RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 2/13/2025

**Description:** **A Resolution Authorizing the Execution of a Consulting Agreement with Accenture LLP for Hexagon EAM Services**

**Agenda Section:** Administration Committee

**Originating Department:** Systems & Information Technology

Resolution No. R-16-25 would approve a Service Agreement with Accenture LLP for consulting support services in connection with the Commission's Enterprise Asset Management platform, Hexagon EAM (formerly Infor).

As the Commission's Enterprise Asset Management (EAM) System continues to grow, it is important to have subject matter experts available to assist staff with maintenance of the platform. Accenture would assist with projects such as building scripts, customizing reports, processing updates, and providing general consulting to incorporate best practices.

The Commission has maintained a consulting relationship for projects with Advoco (before it was purchased by Accenture LLP) over the past 10+ years. Accenture LLP was utilized over the past two years to assist with the reorganization of the Operations Department, streamline the requisition process, and upgrade of the EAM System, among other items. During the proposed contract, another upgrade and migration to new servers will occur.

Commission staff have also reached out to Hexagon EAM and DigitalThinker, Inc. (a Hexagon EAM Partner) to obtain alternative support services quotes. Below is a summary of pricing for quarterly consulting services:

Company	Quarterly Service	Hourly Fee
Accenture LLP Services	\$11,700	\$195
DigitalThinker, Inc. Services	\$13,200	\$220
Hexagon EAM Services	\$17,070	\$275

Due to the amount of support services and past work that Accenture/Advoco has performed for the Commission, staff recommend that the Commission enter into a 2-year Service Agreement with Accenture LLP in the amount of \$46,800 per year for 2 years of Consulting Services.

### **Recommended Motion:**

To Adopt Resolution R-16-25

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-16-25**

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A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSULTING AGREEMENT  
WITH ACCENTURE LLP FOR CONSULTING 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 Commission desires to obtain monthly consulting services, and Accenture LLP, an Illinois Limited Liability Partnership (“Consultant”), desires to provide monthly consulting services in connection with the Commission’s Enterprise Asset Management; and

WHEREAS, the Commission and Consultant desire to enter into a consulting agreement setting forth the terms and conditions pursuant to which the Commission will obtain monthly consultant services, and the Consultant will provide monthly consulting services to be approved by the Commission and Consultant; and

WHEREAS, the Commission further desires to obtain under the consulting agreement, and Consultant further desire to provide under the consulting agreement, consulting services in connection with Enterprise Asset Management;

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 Accenture LLP for Consulting Services, for Consulting 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 Consulting Agreement 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 Accenture LLP.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
VACANT	<del>_____</del>			
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, 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

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EXHIBIT 1

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# **STRATEGY & CONSULTING ENGAGEMENT LETTER**

**BETWEEN  
DUPAGE WATER COMMISSION [USA]  
AND ACCENTURE LLP [USA]**

1/8/2025

**DuPage Water Commission**  
**600 Butterfield Rd**  
**Elmhurst, IL 60126**  
**United States**

Re: **Post Implementation Consulting Services**

Dear **Jenessa Rodriguez**,

We appreciate the opportunity to assist **DuPage Water Commission** with **Post Implementation Consulting Services** ("The Project"). This Engagement Letter (the "EL" or "Letter") is entered into as of March 1, 2025 (the "EL Effective Date") by and between **DuPage Water Commission**, located at **600 Butterfield Rd, Elmhurst, IL 60126** ("Client") and **Accenture LLP**, located **500 W Madison St, Chicago, Illinois, 60661** ("Accenture"). This Letter describes Accenture's full scope of services and the deliverables (the "Deliverables") it will provide to support the Project.

## 1 SERVICES

### 1.1 Scope of Services

Accenture will provide the services ("Services") to assist Client with support of their deployed Hexagon EAM application implementation, as follows:

- Support in Hexagon EAM system administration function and configuration:
  - Screen and grid design, user security modifications
  - Uploads and imports using Hexagon applications
  - Flex Structured Query Language ("SQL") configuration (pending scope of requirements/complexity)
  - Advanced Report and Key Performance Indicator ("KPI") creation and modification
- Review Client's business requirements and provide recommendations for technical solutions to meet assessed requirements
- Support for Hexagon EAM software upgrades
- Support for end users
  - User groups and security processes
  - Error and stoppage troubleshooting
  - Answering ad-hoc and how-to questions
- Remote end user and system training
- Enhancement planning and implementation

The following work is considered project work outside the scope of the Services and must follow a separate estimation and approval process between Accenture and Client.

Out of scope services include but are not limited to:

- Brand new system integrations
- Any work having an estimated required effort that is two (2) times the monthly allotment of hours
- Implementation of new functionality or additional modules
- Rollout or implementation of new sites
- Life cycle projects that include deliverables such as:
  - Business process design
  - UAT related to full life cycle project
  - Go-live training
- Any work that requires performance by non-Post Implementation Solution and Technical Solution Consultants ("Project Delivery Team")

### 1.2 Support Process

Client will initiate a ticket via the dedicated Accenture support phone number or the support email address to the Accenture automated ticketing system. Accenture will assign the ticket to the appropriate Accenture resource based on availability and skill set needed.

Accenture will respond to each case in accordance with this EL and will use commercially reasonable efforts to promptly resolve each case. Actual resolution time will depend on the nature of the case and the resolution itself. A resolution may consist of a fix, workaround or other commercially reasonable solution to the issue in Hexagon EAM.

All tickets will be prioritized by severity level and then the order in which they were received during normal business hours, Monday to Friday 7:30 am EST to 6:00 pm EST.

Accenture actions will be documented by incident number, with generated email confirmation of receipt. Reports will be provided on a monthly basis of all tickets, statuses, actions and time to complete tasks.

### 1.3 Ticket Prioritization and Severity

Service ticket requests are categorized by three prioritization levels of severity:

- Priority 1 requests are of the highest priority and include total system outages.
  - Response time of 30 minutes or less during normal business hours
  - Completion time varies depending on the complexity of the issue
  - Action is to open a top priority incident with Hexagon on behalf of Client and act as liaison between the business and Hexagon.
  - Outside of business hours for a Priority 1 request, Accenture recommends Client contact Hexagon support directly.
- Priority 2 requests are the next highest priority and are defined as individual users unable to complete their day-to-day EAM responsibilities
  - Examples include unable to login, system errors preventing work from completion, password problems and items of that nature
  - Response time within 2 hours of submitting the request
  - Completion time varies depending on the complexity of the issue
  - Outside of business hours in the case of a Priority 2 request, Accenture response time remains the same beginning at the start of the next business day.
- Priority 3 requests are low priority requests, including potential enhancements or consulting requirements related to enhancing, improving, innovating or optimizing the solution
  - Response time within 2 days
  - Completion time varies on the complexity of the issue
  - Outside of business hours in the case of a Priority 2 request, Accenture response time remains the same beginning at the start of the next business day.

### 1.4 Location and Lead Roles

The Services will be performed at Accenture facilities unless otherwise agreed by Client and Accenture in writing and will be led by a Post Implementation Solution Architect.

In addition to performing Services from Accenture facilities, Accenture personnel may perform the Services or any portion of the Services remotely, provided that performing remotely does not (i) adversely impact Accenture's ability to perform its obligations under this EL; or (ii) require any increase to the Fees. For Services provided on a remote basis, any contractual requirements to provide physical and environmental security controls (e.g., secure bays; security guards; CCTV) at the Accenture service locations will not apply to remote work locations. In addition, where Accenture personnel are required to access Client systems from a remote work location, such access will only occur using devices and access points approved by Client.

The overall Project will be under the control of the GIS/CMMS Coordinator, Jenessa Rodriguez.

If additional services or deliverables are necessary, we will mutually agree on an amendment to this Letter.

Each Party (or its licensors as applicable) shall retain ownership of its intellectual property rights, including without limitation patents, copyright, know-how, trade secrets and other proprietary rights ("IP") which were existing prior to this EL, or IP developed, licensed or acquired by or on behalf of a Party or its licensors independently from the Services or the Deliverables, in each case including any modifications or derivatives which may be created as part of the Services (collectively "Pre-Existing IP"). Client grants to Accenture (and its subcontractors), during the term of this EL, a non-exclusive, fully paid, worldwide, non-transferable, limited license to use Client's Pre-Existing IP (and shall obtain the same license/consent as required from any third-party), solely for the purpose of providing the Services and Deliverables. All IP in the Deliverables remain in and/or are assigned to Accenture. Effective upon final payment, Client will own the copyright, subject to any restrictions applicable to any third-party materials embodied in the Deliverables, in the tangible Deliverables prepared under this Letter, excluding the Accenture name and trademarks. Accenture Pre-Existing IP embedded in Deliverables may not be used separately.

## 2 PRICING OPTIONS

Post-Implementation Services are available at the hourly rate of \$195.

Three pre-paid term options are available:

- Monthly
  - Invoiced monthly, in advance.
  - No carryover of hours month to month.
- Quarterly
  - Invoiced quarterly, every three (3) months, in advance.
  - Carryover of hours allowed within contract term only (start to end date of term).
- Annually
  - Invoiced annually, every 12 months, in advance.
  - Carryover of hours are allowed within contract term only (start to end date of term).

Once the maximum hours are consumed in any given term, overage hours will be invoiced directly at the then current rate or additional hours may be added with a change order. Any unused hours at the end of the term are forfeited.

## 3 EPIC AND TERM SELECTION

Accenture will provide Services as follows:

**EPIC Selection: EPIC-20, 20 hours per month.**

**Term Selection: Quarterly. 2-year commitment.**

Term will commence on March 1, 2025, and complete on or about February 28, 2027.

## 4 FEES & EXPENSES

Accenture will bill its services as fixed fee, in quarterly payments dispersed evenly over the contract period, based on the selection above. For any overages, Accenture will bill its services on a time and materials basis at the \$195 per hour project rate. Based on the terms set forth in this EL, Accenture estimates that its fees for its Services will be approximately \$93,600, plus actual expenses including, but not necessarily limited to, travel and lodging expenses, and all taxes, as applicable.

Invoice Month	Billed Hours	Invoice Amount
March 2025	60	\$11,700
June 2025	60	\$11,700
September 2025	60	\$11,700

December 2025	60	\$11,700
March 2026	60	\$11,700
June 2026	60	\$11,700
September 2026	60	\$11,700
December 2026	60	\$11,700
<b>Total:</b>	<b>480</b>	<b>\$93,600</b>

Invoiced amounts under this Letter shall be paid in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.). Any proposed changes, including to scope and term of the Agreement, may cause changes to the fees and expenses. No modification of any provision of this Agreement will be effective unless it is in writing and signed by both parties.

## 5 TAXES

Accenture's fees do not include applicable taxes. Client is tax exempt and will provide a tax exemption certificate upon request. To the extent not exempt, Client will be responsible for the payment of all taxes in connection with this Agreement including, but not limited to, sales, use, excise, value-added, business, service, goods and services, consumption, entity level withholding, and other similar taxes or duties, including taxes incurred on transactions between and among Accenture, its Affiliates, and third-party subcontractors. If work for Client requires that personnel perform Services outside the city, state, province, or country in which such personnel are based, Client will reimburse Accenture for increased tax and administrative costs incurred by Accenture and/or its personnel. Client will reimburse Accenture for any deficiency relating to taxes that are Client's responsibility under this Agreement. Except as otherwise provided, each party will be responsible for its own income taxes, employment taxes, and property taxes. The parties will cooperate in good faith to minimize taxes to the extent legally permissible when reasonable. In a timely manner, each party will provide to the other party any direct pay permits, resale exemption certificates, multiple points of use certificates, treaty certification, withholding tax certificates and other information reasonably requested by the other party.

## 6 CLIENT RESPONSIBILITIES AND ASSUMPTIONS

6.1 In addition to any other responsibilities or assumption described in this EL, set forth below is a list of the obligations for which Client will be responsible, conditions on Accenture's performance, and assumptions upon which Accenture relies in agreeing to perform the Services described in this EL on the terms set out herein (collectively "**Client's Responsibilities**") If Client's Responsibilities are not performed or prove to be incorrect, it may cause changes to the Project schedule, level of effort required, or otherwise impact Accenture's performance of the Services described in this EL, and Accenture shall have no liability with respect to its inability to perform the Services resulting therefrom. Client shall grant to Accenture such additional time as is reasonable to provide the Services and/or the relevant Deliverables, as the case may be, and shall pay to Accenture additional fees necessary to compensate Accenture for the necessary additional effort or expenses. Accenture shall exercise commercially reasonable efforts to minimize or avoid the impact.

- (a) Client will commit the necessary resources and management (including of its third parties) involvement to support the Project and will make decisions promptly and without delay.
- (b) Client shall be responsible for obtaining, at no cost to Accenture, consents for Accenture's use of any third-party data or products, including software, necessary for Accenture to perform its obligations under this EL.
- (c) Client shall be responsible for its operation and use of the Deliverables and for determining whether to use or refrain from using any recommendation that may be made by Accenture. Client will be solely responsible for determining whether any Services provided by Accenture (i) meet Client's requirements; (ii) comply with all laws and regulations applicable to Client; and (iii) comply with Client's applicable internal guidelines and any other agreements it has with third parties.

- (d) Except as expressly set out in this EL, Accenture's scope of Services expressly excludes security services, including, but not limited to, managed security services, cyber defense services (such as penetration testing, vulnerability assessment services, threat hunting and incident response services), or any monitoring, scanning, testing assessments or remediations for security vulnerabilities in Client's environments.
- (e) In its own environments, Accenture will operate the same version of the Hexagon EAM application as is used by the Client. Where the Client version of EAM is outdated, or the Client has not implemented the latest security updates, Accenture will make reasonable efforts to remediate resulting vulnerabilities in its own environments except where the functionality of the EAM application would be impaired.
- (f) Accenture will be provided with access to Client's information technology infrastructure, proprietary and third party software, electronic files, and databases (collectively "Systems"), including both read and write access to testing and production environments as needed. Accenture will limit such access to the Systems to Accenture resources who need access to perform the Services.
- (g) Accenture shall have access to Client's Personal Data in accordance with the Data Processing Addendum in Attachment A to the EL.
- (h) Client shall be responsible for the performance of other contractors or vendors engaged by Client in connection with the Project and ensuring that they cooperate with Accenture
- (i) While Accenture personnel performing Services may, through experience or specialized training or both, be familiar with the general regulatory environment in their capacity as information technology and engineering consulting professionals, they will work under the direction of Client and its legal counsel regarding the specific legal and regulatory requirements under which Client operates.
- (j) Neither Party will be liable for any delays or failures to perform due to causes beyond that Party's reasonable control (including a force majeure event). Without limiting the foregoing, to the extent Client fails to perform any of its responsibilities described in the Arrangement Letter, Accenture shall be excused from failure to perform any affected obligations under the Arrangement Letter and, in the event of delay, be entitled to a reasonable extension of time considering the circumstances, and a reasonable reimbursement of cost. Each Party will notify the other as promptly as practicable after becoming aware of the occurrence of any such condition.

## 7 CONFIDENTIAL INFORMATION AND CLIENT DATA

Each of us may be given access to information that is identified by the other as confidential or which a reasonable person would deem to be confidential under the circumstances ("**Confidential Information**"). Such Confidential Information may only be used by the receiving party in connection with our Services and may not be copied or reproduced without the disclosing party's prior written consent, except as reasonably needed for our Services. We each agree to protect the other's Confidential Information in the same manner that the other protects its own similar Confidential Information, but in no event using less than a reasonable standard of care. Access to the Confidential Information will be restricted to both of our personnel engaged in our Services. Subject to our confidentiality obligations, each of us will be free to use the general knowledge, and know-how used or developed in connection with our Services and to independently develop anything which is competitive with, or similar to, the Deliverables we provide under this Letter.

Data provided by or on behalf of Client in connection with this EL ("**Client Data**") shall be considered Confidential Information. Client Data that identifies or directly relates to natural persons as may be further defined in applicable data privacy law ("**Personal Data**") shall remain at all times the property of Client. If it is agreed as part of the Services under this EL that Accenture is to process Client Personal Data in connection with the Services, the general responsibilities of the Parties (with respect to the security controls and protocols) is set out below. With respect to Client Personal Data that is provided to and processed by Accenture under this EL, Client shall be and remain the Data Controller and Accenture the Data Processor. If the Services require and the parties agree to the international transfer of Personal Data, the parties will need to agree to an amendment to this EL to address applicable controls and provisions related to the transfer of such data.

## 8 NOTWITHSTANDING THE FOREGOING, CONFIDENTIAL INFORMATION SHALL NOT INCLUDE ANY PUBLIC RECORD AS DEFINED BY THE ILLINOIS FREEDOM OF INFORMATION ACT (5 ILCS 140/1 ET SEQ.) (THE “ACT”), OR ANY INFORMATION CONTAINED WITHIN ANY PUBLIC RECORD, THAT IS NOT EXEMPT FROM DISCLOSURE UNDER THE ACT. NOTHING IN THIS SECTION OR THIS AGREEMENT SHALL RESTRICT CLIENT FROM DISCLOSING RECORDS IN RESPONSE TO A REQUEST MADE TO CLIENT PURSUANT TO THE ACT.

### DATA SAFEGUARDS FOR CLIENT DATA

The data safeguards referenced below (“**Data Safeguards**”) set forth the security framework that Client and Accenture will follow with respect to protecting Client Data, including Personal Data if applicable, in connection with this EL. In the event of a conflict between the Data Safeguards and any terms and conditions set forth in this EL, the terms and conditions of these Data Safeguards shall prevail.

#### A. Security Standards.

1. **General Obligations.** Each party will:
  - maintain and comply with globally applicable standards, policies and procedures intended to protect data within their own respective environments (e.g., systems, networks, facilities) and such standards will govern and control in their respective environments;
  - comply with the other party’s standards when accessing or operating within the other party’s environments; and
  - provide timely notice of any changes to such standards that may materially degrade the security of the Services.
2. **Accenture Standards.** Accenture’s applicable security standards are set out online, accessible here: <https://www.accenture.com/client-data-safeguards>.

## 9 INDEMNITIES AND LIMITATION OF LIABILITY

**Indemnities:** Each Party will defend and indemnify the other Party, including its parents, subsidiaries, affiliates, successors, and their directors, officers, employees, agents and representatives, against any third-party claims, including fines and penalties (and including interest and court costs), that a Party’s IP or Deliverable provided pursuant to the Arrangement Letter, (a) infringes a third-party’s copyright, trademark existing or patent granted as of the date of delivery in any country in which the Services are delivered, or (b) misappropriates a third-party’s trade secrets. If any Accenture IP used in the Services or embedded in the Deliverable is, or is likely to be held to be, infringing, Accenture will at its expense and option either: (i) procure the right for Client to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing, or (iv) direct the return of the infringing IP or Deliverable and refund to Client the fees paid for it.

The indemnifying Party will have no liability to the extent the alleged infringement or misappropriation was caused by: (i) modifications to any IP or Deliverable made by or on behalf of the receiving Party; (ii) use of the IP or Deliverable other than as permitted under the Arrangement Letter or in combination with any products or services where such combination was not within the reasonable contemplation of the Parties; (iii) the failure to use corrections or enhancements to the IP or Deliverable provided by the indemnifying Party; or (iv) specifications or direction provided by the indemnified Party. To receive the benefits of this provision, the indemnified Party must promptly, and in any event within 5 business days, notify the indemnifying Party in writing of the third-party claim and provide reasonable cooperation and full authority to the indemnifying Party to defend or settle the claim, provided that such settlement does not impose any obligation (monetary or otherwise) on the indemnified Party (other than to cease using the infringing IP or Deliverable) without its consent. This section sets out the sole and exclusive remedies for indemnified claims.

**Limitation of Liability:** Except for a party's breach of the obligations relating to Confidential Information (other than a breach in respect of Personal Data), and acts of fraud or wilful misconduct, the sole liability of either Party to the other in relation to any and all claims in any manner related to the Agreement (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) will be for direct damages, not to exceed in the aggregate an amount equal to two times the total fees paid or payable to Accenture under this EL (the "**Cap**"). For any liability related to breach of Personal Data obligations, such liability will be capped at two times the Cap. In no event will either Party be liable (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any: (i) consequential, indirect, incidental, special or punitive damages, or (ii) loss of profits, revenue, business, opportunity or anticipated savings. Nothing in the Agreement excludes or limits either Party's liability to the other for: (i) fraud or wilful misconduct, (ii) death or bodily injury, and (iii) any other liability which cannot lawfully be excluded or limited.

## 10 RELATIONSHIP OF THE PARTIES

Nothing about this engagement shall be construed to create a partnership, joint venture, or employer-employee relationship. If there is a dispute, we will make good faith efforts to first resolve amongst ourselves and then by escalating to higher levels of management.

## 11 TERMINATION

Either party may terminate this Letter and the related Services for convenience with thirty (30) days written notice. Fees, including overages, and expenses incurred will be paid through the date of termination ("Termination Effective Date").

If the Termination Effective Date is prior to the end of the Term, a pro-rated credit will be provided by Accenture for the lesser of the following options:

- 1) Remainder of total unused hours for the term, or;
- 2) Pro-rated number of remaining contracted hours based on the following formula regardless of actual hours used:

- i.  $\frac{\text{Days remaining in Term as of Termination Effective Date}}{\text{Total number of days in Term}} * (\text{Total hours in Term})$
- ii. Total # of Days in Term is 90 Days for a Quarter
- iii. Total hours in Term excludes any carry-over hours

Upon termination, provisions which are by their nature intended to survive termination of this Letter, will survive termination.

## 12 NON-SOLICITATION

Each party will refrain from hiring or soliciting for hire any employee or personnel of the other who is assigned to help in connection with the Services under this Letter during the term of this Letter and for a period of twelve (12) months from termination. This shall not prevent either party from making any general solicitations for employment or prevent a person from responding to such general solicitations.

## 13 OTHER TERMS

This Letter sets forth our entire understanding with respect to our involvement in the Project and supersedes any prior communications or agreements between us. This Letter may be executed in multiple counterparts. Except for our respective organizations, no other party will be deemed to be a beneficiary of the terms of this Letter. You agree that we may identify you (whether orally or in writing) as a recipient of Services to people outside of our own organization and we can use your logo and tradename in sales presentation and marketing materials. Any other use of either party's name or logo outside its organization shall be subject to other party's express written consent. The delay or failure by either party to exercise any of its rights under this Letter is not a waiver. Accenture warrants that its Services will be performed in a good and workmanlike manner, in accordance with the Agreement, and that Deliverables will materially comply with their applicable specifications. Accenture will re-perform any work not materially in compliance with this warranty which is brought to its attention within 30 days after that the work has been performed. THE WARRANTIES HEREIN ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, INTERFERENCE WITH ENJOYMENT OR OTHERWISE. Deliverables will be deemed accepted if not rejected by Client by providing written notice within 10 business days after delivery specifically identifying the manner in which the Deliverables fail to materially comply with their applicable specifications.

This Letter will be construed in accordance with the laws of Illinois.

## 14 NEXT STEPS

We are excited to work with you and your team on this initiative. To indicate your agreement with the terms outlined above and to authorize us to proceed, please sign below and return via email. If you have any questions, please do not hesitate to contact me.

### AGREED AND ACCEPTED

Accenture Signature:

\_\_\_\_\_

Name and Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

Client Signature:

\_\_\_\_\_

Name and Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

## Attachment A Data Processing and Security Addendum

This Data Processing and Security Addendum (“**Addendum**”) describes the responsibilities of the parties with respect to the processing and security of any Client Personal Data in connection with the Services provided under the Engagement Letter. This Addendum is subject to the terms and conditions of the Engagement Letter (“**Agreement**”) dated March 1, 2025 between DuPage Water Commission (“**Client**”) and Accenture LLP (“**Accenture**”) and will be deemed part of the Agreement. Terms not defined below shall have the meaning set forth in the Agreement. In the event of a conflict between the Agreement and this Addendum, this Addendum shall prevail.

### 1. Definitions.

- (a) “Business Contact Information” means the names, mailing addresses, email addresses, and phone numbers regarding the other party’s employees, directors, vendors, agents and customers, maintained by a party for business purposes as further described in Section 9 below.
- (b) “Client Personal Data” means client-owned or controlled personal data provided by or on behalf of Client to Accenture or an Accenture affiliate or subcontractor for processing under an Engagement Letter. Unless prohibited by applicable Data Protection Laws, Client Personal Data shall not include information or data that is anonymized, aggregated, de-identified and/or compiled on a generic basis and which does not name or identify a specific person.
- (c) “Consents” includes all necessary consents, permissions, as well as notices and authorizations necessary for the processing or onward transfer by Accenture of Client Personal Data which is required to perform the Services, including the transfer of Client Personal Data outside of the country of origin and any of the foregoing, as applicable, from employees or third parties; valid consents from or notices to applicable data subjects; and authorizations from regulatory authorities, employee representative bodies or other applicable third parties;
- (d) “Data Protection Laws” means all applicable data protection and privacy Laws that apply to the processing of personal data under a particular Engagement Letter, including, as applicable, General Data Protection Regulation 2016/679 (GDPR), Federal Data Protection Act of 19 June 1992 (Switzerland), UK Data Protection Act 2018 (DPA 2018) and UK General Data Protection Regulation (UK GDPR), and any US state or federal laws or regulations pertaining to the collection, use, disclosure, security or protection of personal data, or to security breach notification, e.g., California Consumer Privacy Act of 2018 (“CCPA”) and California Privacy Rights Act of 2020 (“CPRA”).
- (e) “Information Security Incident” means a breach of Accenture’s security leading to the accidental or unlawful destruction, loss, alteration or unauthorized acquisition, disclosure, misuse or access to unencrypted Client Personal Data transmitted, stored or otherwise processed by Accenture.
- (f) “Subprocessors” means Accenture Affiliates and third parties authorized under the terms of this Addendum to have access to and process Client Personal Data in order to provide a portion of the Services.
- (g) The terms “controller,” “data subject,” “de-identification,” “personal data,” “process,” “processing,” “processor,” “pseudonymize,” “sale,” “service provider” and “supervisory authority” as used in this Addendum have the meanings given to any equivalent terms in the applicable Data Protection Laws, as relevant.

### 2. Roles of the Parties; Compliance with Data Protection Laws.

- (a) Each party will comply with the requirements of the Data Protection Laws as applicable to such party with respect to the processing of the Client Personal Data.
- (b) Client warrants to Accenture that it has and will maintain all necessary rights (including lawful legal basis), licenses and Consents to provide the Client Personal Data to Accenture for the processing to be performed in relation to the Services and agrees that Client shall be responsible for obtaining all

necessary Consents or identifying the appropriate legal basis for the processing, and providing all necessary notices, as required under the relevant Data Protection Laws in relation to the processing of the Client Personal Data.

- (c) Accenture will process the Client Personal Data only in accordance with Client's documented processing instructions as set forth in the Agreement, including this Addendum and the applicable Engagement Letter, unless otherwise required by law.
- (d) If Accenture is acting as a subprocessor in relation to any Client Personal Data (i.e., the data owner/controller is an entity other than Client), Client warrants to Accenture that Client's instructions with respect to the Client Personal Data have been authorized by the applicable data owner/controller, including the appointment of Accenture as a subprocessor.
- (e) Except as otherwise set forth in the applicable Engagement Letter, (i) Accenture is a service provider and/or processor with respect to the Client Personal Data; and (ii) Client is an owner / controller or service provider / processor, as applicable, of the Client Personal Data.
- (f) The applicable Engagement Letter shall set out (i) the subject matter and duration of the processing; (ii) the nature and purpose of the processing; and (iii) the type of personal data and categories of data subjects involved.
- (g) Accenture will promptly notify Client if Accenture determines, in its reasonable business judgment, that a Client processing instruction violates any applicable Data Protection Law (provided that nothing herein shall require Accenture to provide legal or regulatory advice or monitor Data Protection Laws as they apply to Client). In such event, the parties will work together in good faith to resolve such issue in a timely manner. In no event will either party be required to perform any activity that violates any applicable Data Protection Law. If Client requires that Accenture follow a processing instruction despite Accenture's notice that such instruction may violate an applicable Data Protection Law, Client will be responsible for all liability for all claims and damages arising from any continued processing in accordance with such instruction.

### 3. Disclosure and Use of Data.

- (a) When providing or making available Client Personal Data to Accenture, Client shall only disclose or transmit Client Personal Data that is necessary for Accenture to perform the applicable Services.
- (b) Following expiration or termination of the provision of Services relating to the processing of Client Personal Data, or at Client's request, Accenture shall (and shall require that its sub-processors) promptly and securely delete (or return to Client) all Client Personal Data (including existing copies), unless otherwise required or permitted by applicable laws. Unless otherwise agreed, Accenture will comply with any Client deletion instruction as soon as reasonably practicable and within a maximum period of 180 days.
- (c) All Accenture personnel, including subcontractors, authorized to process the Client Personal Data shall be subject to confidentiality obligations and/or subject to an appropriate statutory obligation of confidentiality.
- (d) Client expressly acknowledges and agrees that, in the course of providing the Services, Accenture may anonymize, aggregate, and/or otherwise de-identify Client data ("**De-Identified Data**") and subsequently use and/or disclose such De-Identified Data for the purpose of research, benchmarking, improving Accenture's offerings generally, or for another business purpose authorized by applicable Data Protection Law provided that Accenture has implemented technical safeguards and business processes designed to prevent the re-identification or inadvertent release of the De-Identified Data.
- (e) Without prejudice to what is provided for in subsection (d) above, if Client Personal Data includes California Personal Data, Accenture shall:
  - (i) not sell or share any such Client Personal Data;
  - (ii) not retain, use or disclose any such Client Personal Data for any purpose other than business purposes specified in accordance with the Agreement; or

- (iii) not retain, use or disclose such Client Personal Data outside the direct business relationship between Accenture and Client, as set forth in the Agreement, including this Addendum and the applicable Engagement Letter, unless otherwise required by law;
- (iv) not process such Client Personal Data outside the specified business purpose;
- (v) provide the same level of privacy protection required by the applicable obligations under CPRA for such Client Personal Data received by Accenture;

#### 4. Security Obligations.

- (a) Each party shall implement appropriate technical and organizational security measures to safeguard Client Personal Data from unauthorized processing or accidental loss or damage, as further described in **Attachment 1** to this Addendum ("**Data Safeguards**") and the applicable Engagement Letter.
- (b) Taking into account the ongoing state of technological development, the costs of implementation and the nature, scope, context and purposes of the processing of the Client Personal Data, as well as the likelihood and severity of risk to individuals, Accenture's implementation of and compliance with the security measures set forth in the **Agreement Section 8 Data Safeguards for Client Data** and the applicable Engagement Letter is designed to provide a level of security appropriate to the risk in respect of the processing of the Client Personal Data.

#### 5. Additional Accenture Responsibilities.

- (a) **Documentation, Audits and Inspections.** Accenture shall make available to Client information reasonably requested by Client to demonstrate Accenture's compliance with its obligations in this Section and submit to audits and inspections by Client (or Client directed third parties) in accordance with a mutually agreed process designed to avoid disruption of the Services and protect the confidential information of Accenture and its other clients. As required by applicable law, Accenture shall inform Client if, in Accenture's opinion, any Client audit instruction infringes upon any applicable Data Protection Law. Client shall be solely responsible for determining whether the Services and Accenture's security measures as set forth in the **Agreement Section 8 Data Safeguards for Client Data** and the applicable Engagement Letter will meet Client's needs, including with respect to any Data Protection Laws.
- (b) **Data Subject and Supervisory Authority Requests.** As required by law and taking into account the nature of the Services provided, Accenture shall:
  - (i) provide assistance to Client as reasonably requested with respect to Client's obligations to respond to requests from Client's data subjects as required under applicable Data Protection Laws. Accenture will not independently respond to such requests from Client's data subjects, but will refer them to Client, except where required by applicable Data Protection Law; and
  - (ii) provide assistance to Client as reasonably requested if Client needs to provide information (including details of the Services provided by Accenture) to a competent supervisory authority, to the extent that such information is solely in the possession of Accenture or its Subprocessors.
- (c) **Privacy / Data Protection Impact Assessments.** As required by law and taking into account the nature of the Services provided and the information available to Accenture, Accenture shall provide assistance to Client as reasonably requested with respect to Client's obligations to conduct privacy / data protection impact assessments with respect to the processing of Client Personal Data as required under applicable Data Protection Laws.

**6. Subprocessors.** Client generally authorizes the engagement of Accenture's Affiliates as Subprocessors as identified in the list attached to the Agreement or any applicable Engagement Letter, and specifically authorizes the engagement of third parties as Subprocessors as identified in the applicable Engagement Letter. Accenture shall contractually require (including via EU SCCs or via intra-company agreements with respect to Affiliates as applicable) any such Subprocessors to comply with data protection obligations that are at least as restrictive as those Accenture is required to comply with hereunder. Accenture shall remain fully liable for the performance of the Subprocessors. Accenture shall provide Client with written notice of any intended changes to the list of

authorized Subprocessors or any intended appointment of a new third party Subprocessor and Client shall promptly, and in any event within 10 business days, notify Accenture in writing of any reasonable objection to such changes / appointment. If Client's objection is based on anything other than the proposed Subprocessor's inability to comply with agreed data protection obligations, then any further adjustments shall be at Client's cost. Any disagreements between the parties shall be resolved via the contract dispute resolution procedure.

**7. Information Security Incidents.** Accenture shall maintain procedures to detect and respond to Information Security Incidents. If an Information Security Incident occurs which may reasonably compromise the security or privacy of Client Personal Data, Accenture will promptly notify Client without undue delay. Accenture will cooperate with Client in investigating the Information Security Incident and, taking into account the nature of the Services provided and the information available to Accenture, provide assistance to Client as reasonably requested with respect to Client's breach notification obligations under any applicable Data Protection Laws.

**8. Use of Business Contact Information.** Each party consents to the other party using its Business Contact Information for contract management, payment processing, service offering, and business development purposes, including business development with partners, and such other purposes as set out in the using party's global data privacy policy (copies of which shall be made available upon request). For such purposes, and notwithstanding anything else set forth in the Agreement or this Addendum with respect to Client Personal Data in general, each party shall be considered a controller with respect to the other party's Business Contact Information and shall be entitled to transfer such information to any country where such party's global organization operates.

**9. Changes in Laws.** In the event of (i) any newly enacted Data Protection Law, (ii) any change to an existing Data Protection Law (including generally-accepted interpretations thereof), (iii) any interpretation of a new or existing Data Protection Law by Client, or (iv) any material new or emerging cybersecurity threat, which individually or collectively requires a change in the manner by which Accenture is delivering the Services to Client, the parties shall agree upon how Accenture's delivery of the Services will be impacted and shall make equitable adjustments to the terms of the Agreement and the Services in accordance with the Change Control Procedures.

**10. Relationship with Other Agreements.** For avoidance of doubt and without prejudice to the rights of any data subjects thereunder, this Addendum and any EU SCCs (or other data transfer agreements) that the parties or their affiliates may enter into in connection with the Services provided pursuant to the Agreement will be considered part of the Agreement and the liability terms set forth in the Agreement will apply to all claims arising thereunder.

**11. Indemnities.** Accenture shall defend, indemnify and hold harmless Client for any and all third party claims, liabilities, damages, settlements and expenses (including, without limitation, attorneys' fees) attributable to, arising out of or alleged to arise out of Accenture's or its agents or Subprocessors' collection, for breaches of the Data Safeguards attached in Exhibit 1. If both Accenture and Client contributed to the losses arising from a breach, then such losses will be apportioned between Accenture and Client on a comparative fault basis. The foregoing indemnity shall be subject to the Personal Data Cap under Section 9.

### Exhibit 1 to Data Processing and Security Addendum Data Safeguards

These data safeguards ("Data Safeguards") set forth the security framework that Client and Accenture will follow with respect to protecting Client Data in connection with the Agreement/SOW. In the event of a conflict between these Data Safeguards and any terms and conditions set forth in the Agreement, the terms and conditions of these Data Safeguards shall prevail.

#### I. Security Standards.

##### 1. General Obligations. Each party will:

- maintain and comply with globally applicable standards, policies and procedures intended to protect data within their own respective environments (e.g., systems, networks, facilities) and such standards will govern and control in their respective environments;
- comply with the other party's standards when accessing or operating within the other party's environments; and
- provide timely notice of any changes to such standards that may materially degrade the security of the Services.

##### 2. Client Standards. Client's applicable security standards are as set out in [reference Schedule XX or Insert Link].

##### 3. Accenture Standards. Accenture's applicable security standards are as set out online, accessible here: <https://www.accenture.com/client-data-safeguards>.

**Commented [A1]:** To client: Please insert any applicable security standards for work conducted within client environments. Else fill out "N/A"



**Resolution #:** R-18-25

**Account:** 01-60-661201

**Approvals:** *Author / Manager / Finance / Admin*

**RCB RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**ate:** 2/13/2025

**Description:** **A Resolution Ratifying a Retail Electric Service Agreement with Dynegy Energy Services, LLC for the DuPage Pump Station**

**Agenda Section:** Administration Committee

**Originating Department:** Administration

The Commission's current electric power supply agreement with MidAmerican Energy Services, LLC expires on or about April 3, 2025. In conjunction with the Commission's Electrical Supply Consultant, SPI Energy Group, staff has been monitoring the Illinois electrical supply market for several months.

SPI Energy Group sought out potential suppliers for the Illinois market and engaged with each to procure their proposals to provide the most efficient and cost-beneficial commodity pricing proposals for evaluation and recommendation to the Board.

Of the proposals received, the two-year term proposal of Dynegy Energy Services, LLC was determined to be in the best interest of the Commission. The agreement also includes potential rebates of \$5,500 per annum, should the Commission perform certain energy efficiency work at the pump station.

The proposal of Dynegy Energy Services netted a reduction of energy costs from the current MidAmerican rate of \$0.04381/kWh to the Dynegy rate of \$0.04126/kWh, a savings of 5.8% compared to the current rate. Therefore, the Commission would forecast to save approximately \$78,000 annually.

The transmission and distribution charges and tariffs are added from Commonwealth Edison and are included in the Dynegy invoices as sperate line items in the single combined invoice.

### **Recommended Motion:**

To Ratify R-18-25, a two-year Retail Electric Service Agreement with Dynegy Energy Services, LLC for the DuPage Pump Station.

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-18-25**

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A RESOLUTION RATIFYING A RETAIL ELECTRIC SERVICE AGREEMENT  
WITH DYNEGY ENERGY SERVICES, LLC FOR THE DUPAGE PUMP STATION

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's current electric power supply agreement expires on or about April 3, 2025; and

WHEREAS, upon the Commission Electrical Supply Consultant and Staff tracking the electrical supply market it was determined that the most favorable pricing would be through a two-year contract with Dynegy Energy Services, LLC;

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 General Manager of the DuPage Water Commission shall be and hereby is authorized to extend the current electrical supply pricing agreement with Dynegy Energy Services, LLC for a two-year term ending on or about April 3, 2027.

SECTION THREE: The electrical energy supply pricing agreement between the Commission and Dynegy Energy Services, LLC shall be in the form of the energy supplier's standard form of agreement attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
VACANT	_____			
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, 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-18-252.docx

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EXHIBIT 1

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**ELECTRIC SERVICE AGREEMENT  
EXHIBIT A – Standard Hybrid  
Issued: January 29, 2025**

This offer is presented to **DUPAGE WATER COMMISSION** ("Customer") by **DYNEGY ENERGY SERVICES, LLC** ("Supplier") and represents a price for Customer's full requirement retail power ("Retail Power") needs at the service location(s) listed in Table 2, each service location referred to as an ("Account"). Upon acceptance, this offer will become Exhibit A of Supplier's Electric Service Agreement Terms and Conditions ("Agreement"), a copy of which is attached. By signing this Exhibit A, Customer is authorizing Supplier to enroll each Account with the Utility ("Utility") noted in Table 1.

Table 1		
<b>Quote #:</b>	Q-03108962	
<b>Delivery Term Begins:</b>	April 2025	
<b>Delivery Term Ends:</b>	April 2027	
<b>Percent Product Quantity (%):</b>	100%	
<b>Percent Energy Price (/kWh):</b>	<b>ON-PEAK</b>	<b>OFF-PEAK</b>
	\$0.04126	\$0.04126
<b>Energy Price Adder (/kWh):</b>	N/A	
<b>Distribution Losses (/kWh):</b>	Pass-Thru	
<b>Transmission Charge (NITS) (/kWh):</b>	Pass-Thru	
<b>Ancillary Charge (/kWh):</b>	Pass-Thru	
<b>Capacity Charge (/kWh):</b>	Pass-Thru	
<b>RPS Charge (/kWh):</b>	N/A	
<b>Gross Receipts (/kWh):</b>	N/A	
<b>Voluntary REC Charge (/kWh):</b>	N/A	
<b>Voluntary REC Quantity (%):</b>	N/A	
<b>Voluntary EFEC Charge (/kWh):</b>	N/A	
<b>Voluntary EFEC Quantity (%):</b>	N/A	
<b>Utility:</b>	ComEd	
<b>Utility Settlement Zone:</b>	COMED	
<b>Regional Transmission Organization (RTO):</b>	PJM	
<b>Broker/Consultant (if blank, N/A):</b>	SPI ENERGY GROUP INC	

**Percent Energy and Index Energy:** If applicable in Table 1, the Percent Energy Price shall apply to the Percent Product Quantity elected at the time of execution ("Percent Energy"). Such Percent Energy represents a percentage of Customer's full requirements energy in any and all hours of operation. Index Energy, if any, is the quantity of metered usage during any hour of delivery that exceeds the Percent Energy ("Index Energy") and is calculated by subtracting the sum of all the Percent Energy each hour from the total hourly-metered energy. The hourly price for Index Energy (the "Index Energy Price") will equal the RTO Day Ahead Locational Marginal Price for the Utility Settlement Zone ("DA LMP"). If, during the Term of this Agreement, the DA LMP ceases to exist, then its replacement index shall be used for the remaining term of this Agreement. On an hourly basis, all Percent Energy kilowatt-hour deliveries will be metered before any Index Energy kilowatt-hour deliveries. If applicable, the Energy Price Adder will be applied to all metered kilowatt-hours.

The Percent Energy Price and the Index Energy Price include charges for energy, scheduling and load forecasting associated with the delivery of Percent Energy and Index Energy. The Percent Energy Price and Index Energy Price do not include charges for distribution energy losses, transmission/Network Integrated Transmission Service Charges (NITS), ancillary services, capacity, RPS, Gross Receipts, Voluntary RECs, or Voluntary EFECs, nor do they apply to any charges assessed by the Utility, all of which are the responsibility of Customer, including, but not limited to the following: charges for services under the Utility's applicable delivery service tariffs and riders, facilities charges, taxes (either billed by the Utility or customer self-assessed) and other Utility charges, including but not limited to fuel, environmental, or decommissioning charges, as may be

applicable from time to time. On-Peak and Off-Peak pricing, if applicable, shall be applied for such periods as described by the RTO.

**Distribution Losses:** Charges for distribution energy losses will appear as a separate line item on Customer's monthly invoice and shall be billed as follows:

*If Distribution Losses Charge in Table 1 is a number*, then the dollar/kilowatt-hour charge noted in Table 1 will apply to all metered kilowatt-hours throughout the Term.

*If Distribution Losses Charge in Table 1 is noted as Pass-Through*, Distribution Losses will be calculated by applying the distribution energy loss factor indicated under Utility's applicable delivery service tariffs to the metered kWh at each hour, and multiplying the result by the Index Energy Price. If the Percent Product Quantity in Table 1 equals 100%, Distribution Losses shall be billed at the Percent Energy Price.

**Transmission:** If applicable in Table 1, Customer acknowledges that Supplier will incur RTO transmission charges on Customer's behalf to deliver electricity to the Delivery Point (as defined in the Terms & Conditions). Charges for transmission are based upon the RTO's Open Access Transmission Tariff ("OATT") and business practices for the Utility zone. Charges will appear as a separate line item on Customer's monthly invoice and shall be billed as follows:

*If the Transmission Charge in Table 1 is a number*, then the dollar/kilowatt-hour charge noted in Table 1 will apply to all metered kWh throughout the term of this Agreement.

*If the Transmission Charge in Table 1 is noted as Pass-Through*, then the monthly charge will be dependent upon 1) the current rate charged by RTO at time electricity is delivered, 2) Customer's peak demand or network service peak load, as applicable, and 3) the number of days in the billing period. Supplier will be invoiced directly by the RTO for service and Customer agrees to pay to Supplier the Transmission Charge.

**Ancillary Services:** Customer acknowledges that Supplier (as the RTO Market Participant) will incur market-related charges regarding ancillary services as set forth in the applicable RTO OATT and for other RTO costs not otherwise included in any of the defined cost components in this Agreement ("Ancillary Services").

*If Ancillary Services in Table 1 is a number*, the dollar/kilowatt-hour charge noted in Table 1 will appear as a separate line item on Customer's monthly invoice. If the applicable RTO business practices and policies or other applicable transmission tariffs or business practices and policies are amended or otherwise implemented during the Term of this Agreement, notwithstanding any other terms and conditions of this Agreement, Supplier will change the Ancillary Services Charge accordingly. Supplier shall be permitted to retroactively charge Customer the amended Ancillary Services.

*If Ancillary Services in Table 1 is noted as Pass-Thru*, then the monthly charge will be dependent upon the applicable monthly costs Supplier incurs for such Ancillary Services over the term of this Agreement.

**Capacity Charge:** Supplier will secure capacity relative to the supply of all electricity during the Term of this Agreement in accordance with the RTO business practices, policies, rules, regulations, or tariffs. Charges for capacity will appear as a separate line item on Customer's monthly invoice and shall be billed as follows:

*If the Capacity Charge in Table 1 is a number*, then the dollar/kilowatt-hour charge noted in Table 1 will apply to all metered kilowatt-hours throughout the Term.

*If the Capacity Charge in Table 1 is noted as Pass-Through*, then the monthly charge will be dependent upon 1) Customer's then current capacity obligation, or Capacity Peak Load Contribution ("PLC") as determined by the Utility, including any applicable Utility zoning factors, 2) the Final Zonal Capacity Prices (the "Current Capacity Rate") as determined by RTO, and 3) the number of days in the billing period.

**RPS Charge:** If applicable in Table 1, the Renewable Portfolio Standard (RPS) Charge identified in Table 1 applied to all metered kilowatt-hours represents Supplier's charge for compliance with its state requirement that all Retail Electric Service providers have renewable energy sources as a percentage of their supply portfolio.

**Gross Receipts:** Charges for Gross Receipts will appear as a separate line item on Customer's monthly invoice and shall be billed as follows:

*If Gross Receipts in Table 1 is a number*, then the dollar/kilowatt-hour charge noted in Table 1 will apply to all metered kilowatt-hours throughout the Term.

*If Gross Receipts in Table 1 is noted as Pass-Through*, Supplier shall pass-through to Customer any costs it incurs with respect to Gross Receipts on a monthly basis throughout the Term

**Voluntary REC Charge:** If applicable in Table 1, Customer's monthly invoice shall include a line item equal to the dollar/kilowatt-hour charge noted in Table 1 for all metered kilowatt-hours throughout the Term. "Renewable Energy Certificate" or "REC" means a certificate, credit, allowance, green tag, or other transferable indicia howsoever entitled, created by a program or certification authority recognized by the RTO or the applicable agency of the State in which the Account is located, indicating generation of a particular quantity of energy, or product associated with the generation of a specified quantity of energy from a renewable energy source. A REC may include some or all additional environmental attributes associated with the generation of electricity, and those environmental attributes may, but need not be, verified or certified by the same or different verification authorities or certification authorities that originally recognized the REC. The Parties agree and understand that a REC is separate from the Retail Power being delivered but, nonetheless, constitutes value associated with the provision of Retail Power. At the request of Customer, Supplier will provide related information pertaining to the REC, including the identity of the renewable energy resource, the date of creation and retirement of the REC, and the identity of the renewable energy facility. The delivery of additional voluntary renewable energy shall begin in the first billing cycle that follows the execution of this Agreement. Supplier shall retire a sufficient number of Renewable Energy Certificates that will correspond to the Total Renewable Energy Commitment as a portion of the Retail Power delivered in a given billing cycle. Retail Power shall be associated with the generation of electricity from a renewable energy resource such that the percentage required, when added to Customer's obligation under the RPS of this Agreement, shall equal the Voluntary Renewable Quantity (%) selected in Table 1. Retail Power shall be associated with the generation of electricity from a renewable energy source such that the percentage required, when added to Customer's obligation under the RPS of this Agreement, shall equal the Voluntary Renewable Quantity (%) selected in Table 1.

**Renewable energy resource shall be selected by Supplier from any source provided for in 20 ILCS 687/6-3(f), which may be amended periodically.**

**Voluntary EFEC Charge:** If applicable in Table 1, Customer's monthly invoice shall include a line item equal to the dollar/kilowatt-hour charge noted in Table 1 for all metered kilowatt-hours throughout the Term.

**Emission Free Energy Certificates:** Supplier agrees to provide emission free energy supply based on Customer's specified percentage as set forth herein. Emission free energy supply may be provided through an Emission Free Energy Certificate ("EFEC"), an Alternative Energy Certificate ("AEC"), a Zero Emission Certificate ("ZEC"), or any other recognized instrument representing emission free energy, collectively a "Certificate." Each Certificate represents the environmental and fuel diversity attributes of one megawatt-hour of electricity generated by an eligible emission free source. Certificates will be provided in an amount equivalent to the value shown in Table 1 of the Customer's actual net usage over the term of the Agreement. Upon written request from Customer, Supplier will provide Customer with an attestation that (a) Certificates were generated in an amount equivalent to the percentage of Customer's actual net usage as provided herein, and (b) each Certificate has not been previously contracted and cannot be claimed by any other customer. The Certificate may be provided from the obligation year or an earlier vintage year. Customer shall be entitled to (i) identify, and (ii) make marketing claims regarding the purchase of Certificates under this Agreement only after Supplier has reviewed and provided its written consent. Notwithstanding the foregoing, Customer understands the physical output and associated electrons from the generation source of the Certificates may not be generated on the same electric grid as the Customer's premises.

**Percent Product or Quantity:** *If a quantity other than 100% is elected in Table 1*, then upon Customer's request, Supplier will provide Customer with a written price quote for Customer's uncommitted/remaining load. Such requests shall be made in 25% increments of Customer's annual load profile, up to the full uncommitted portion of Customer's annual load, not to exceed 100%. If Customer wishes to accept a quote, then Supplier will issue a Confirmation Letter setting forth the price, duration and the portion of Customer's hourly load (excluding the initial volume or load set forth in this Agreement) to which the Confirmation Letter will be applicable. Customer may elect to accept any such Confirmation Letter prior to midnight on the day it is issued by signing and returning said written confirmation. Upon written acceptance by Customer and Supplier, the Confirmation Letter will then be incorporated as part of this Agreement. In the event Customer fails to confirm 100% of load elections prior to the first delivery of electricity under this Agreement, any uncommitted load shall be priced as Index Energy, as described above. Customer's resultant Percent Energy Price for the Term shall then be calculated as the weighted average of all Percent Energy Prices confirmed prior to delivery and billed as first through the meter. Then subsequent intra-term elections shall be billed as second through the meter. SUPPLIER DOES NOT GUARANTEE THE RESULTANT WEIGHTED AVERAGE PERCENT ENERGY PRICE WILL BE EQUAL TO OR LESS THAN THE ENERGY PRICE FOR 100% OF THE LOAD THAT SUPPLIER MAY HAVE OFFERED TO THE CUSTOMER AT THE TIME OF EXECUTION OF THIS AGREEMENT. CUSTOMER AGREES AND ACKNOWLEDGES THE VOLATILITY IN THE RETAIL ELECTRICITY MARKET AND ACCEPTS THE RISK OF THE HIGHER RESULTANT WEIGHTED AVERAGE PERCENT ENERGY PRICE. ALL METERS ASSOCIATED WITH THE ACCOUNT(S) MUST BE HOURLY INTERVAL DATA RECORDING METERS. THE MONTHLY INVOICE WILL BE A SUMMARY INVOICE FOR THE AGGREGATED HOURLY INTERVAL LOAD OF ALL METERS ON THE ACCOUNT(S). IN ADDITION TO THE AGGREGATED SUMMARY INVOICE, Standard Hybrid

INDIVIDUAL ACCOUNT USAGE DETAIL WILL BE INCLUDED AND AN INTERVAL FILE IN COMMA SEPARATED VALUES ("CSV") FORMAT WILL LIKEWISE BE MADE AVAILABLE. THE PRICING OPTION WILL NOT INCLUDE CHARGES BY ACCOUNT.

**Energy Greenback Program:** As a result of executing this Electric Service Agreement, Customer is eligible to participate in Supplier's Greenback Program and receive up to the following amount(s) in rebates for qualifying energy efficiency work performed and completed at Customer's service locations after execution of this Electric Service Agreement. Funds will be available starting on the Delivery Term Begins Date and documentation for all such work must be submitted to Supplier within one year of this date (i.e., Customer must provide all appropriate documentation to Supplier, in the form of invoices and/or contracts for all completed qualifying energy efficiency work, on or before such date or the remaining unpaid rebates will expire at that time). Supplier shall have the right to audit Customer's facilities to verify any energy efficiency work submitted for the payment of rebates. Amounts shown below correspond with the term selected in Table 1.

<b>Term (months):</b>	24
<b>Greenback Offer:</b>	\$5,500.00

**Net Metering.** Customer must enroll, and be accepted in, as applicable by state law, Utility's net metering program in order to participate in net metering with Supplier.

The validity, interpretation and performance of this Agreement shall be governed by and performed in accordance with the laws of the State of Illinois, together with administrative and judicial decisions construing applicable provisions of the Illinois retail choice law, 220 ILCS 5/16-101 et al, and without regard to principles of conflicts of law.

This offer is contingent on acceptance by the Utility of the enrollment of Customer with Supplier. By signing below, you certify that 1) you are authorized on behalf of Customer to enter into this Agreement with Supplier, 2) Customer has read the Terms & Conditions of this Agreement and agrees to be bound by them, and 3) Customer authorizes Supplier to enroll the Account(s) listed in Table 2 with the Utility which will allow Supplier to provide retail electricity.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement on the date last signed by the Parties.

<b>DYNEGY ENERGY SERVICES, LLC</b> By: <u>Christopher Sill (Jan 29, 2025 15:32 CST)</u> Name: <u>Christopher Sill</u> Title: <u>Sr. Director</u> Date: <u>Jan 29, 2025</u>	<b>DUPAGE WATER COMMISSION</b> By: <u>[Redacted]</u> Name: <u>PAUL MAYI</u> Title: <u>GENERAL MANAGER</u> Date: <u>1-29-25</u> **Signatory certifies authorization to enter in to this Agreement
--	---

Melissa Goodwin  
Melissa Goodwin (Jan 29, 2025 15:29 CST)

**BILLING AND NOTICE INFORMATION**

FEIN or DUNS#: E99902931

Check here if you are a local government entity as defined by 50 ILCS 505/Local Government Prompt Payment Act.

If applicable, see Section 4 of the Terms & Conditions for below:

Check here to receive one master invoice that includes detailed usage by Account. If blank, an individual invoice for each Account will be issued.

Check here if you want invoices mailed to the Service Location, Attn: Accounts Payable. Otherwise, please complete Invoice information below.

<b>Invoices</b> (Complete below section)		<b>Notices</b>	
Attn:	Accounts Payable	Attn:	<u>CHRIS BOSTICK</u>
Address:	Accounts Payable 600 E. Butterfield Rd Elmhurst IL 60126	Address:	600 E. Butterfield Rd Elmhurst, IL 60126
E-mail:		E-mail:	<u>bostick@dpwc.org</u>
Phone:		Phone:	<u>630-834-0100</u>
<b>Sales Contact</b>		<b>Notices/Inquires</b>	
Name:	Scott Strebel	Attn:	Customer Care
Address:	1500 Eastport Plaza Dr Collinsville IL 62234	Address:	6555 Sierra Drive Irving TX 75039
E-mail:	<u>scott.strebel@vistracorp.com</u>	E-mail:	<u>businesscare@vistracorp.com</u>
Phone:		Phone:	844-441-0716 Option-3

**Upon dual execution and delivery to Supplier, this Agreement is binding. Please retain a copy for your records and send a signed copy to Supplier. Supplier will forward all necessary documents to the Utility.**

**ELECTRIC SERVICE AGREEMENT  
ACCOUNT INFORMATION SHEET FOR  
DUPAGE WATER COMMISSION AS OF 01/29/2025**

<b>TABLE 2 Utility: ComEd</b>			
	<b>Account #</b>	<b>Bill Group</b>	<b>Service Location</b>
1	2484469974	2	600 East Butterfield Rd, Elmhurst, IL 60126

**ELECTRIC SERVICE AGREEMENT  
TERMS & CONDITIONS**

This Electric Service Agreement ("Agreement") is between Supplier and Customer and is dated and effective as of the date the Exhibit A is signed by both parties. To the extent there is a conflict in the terms, interpretation or understanding of this Agreement and Exhibit A, the terms of Exhibit A shall supersede the terms of this Agreement.

**1. ELECTRIC ENERGY SERVICES**

Supplier shall supply and deliver to Customer and Customer shall exclusively purchase and receive from Supplier all Retail Power as defined in Exhibit A, pursuant to the terms and conditions which are described in the attached Exhibit A and incorporated herein for all purposes. The Retail Power will be delivered to the interconnection between the transmission system of the applicable transmission provider and the Utility's ("Utility") distribution system ("Delivery Point"). Customer's Utility will be responsible for delivery of Retail Power to Customer's meter from the Delivery Point. The delivery of Retail Power over the Utility's distribution system is subject to the terms and conditions of the Utility's tariff relating to delivery and metering. Customer's Utility will send Customer a notice confirming the switch to Supplier for electricity (the "Confirmation"). Customer shall provide written notice as soon as practicable of any changes to Customer's Account and meter numbers and/or billing locations associated with Customer's delivery services. Customer is solely responsible for payments of all charges related to the delivery of the Retail Power from the Utility whether billed to Supplier or Customer, and agrees to hold harmless and indemnify Supplier from any liability, demand or payment for same. Customer represents and warrants it is eligible to receive electric energy services from Supplier and that it has given all required notices to the supplier currently serving Customer, if applicable.

**2. TERM OF AGREEMENT**

After Supplier and the Utility process Customer's enrollment request, Retail Power delivery will begin for each Account with the first available meter reading date of the month noted under "Delivery Term Begins" in Table 1 or as soon as possible thereafter, and ends with the regularly scheduled meter reading date for the month noted under "Delivery Term Ends" in Table 1 on Exhibit A ("Term"). At the end of the Term of this Agreement, Supplier will return Customer to Utility default service, unless a written amendment has been executed to renew the Term. Notwithstanding the foregoing, the Term is subject to renewal pursuant to the conditions under Section 3, Monthly Renewal.

**3. MONTHLY RENEWAL**

This Agreement shall automatically continue on a monthly basis ("Renewal Term") at the rates determined by Supplier, which may vary from month to month. If Customer has not notified Supplier that Customer has elected to obtain Retail Power from another retail supplier, then Supplier may, in its sole discretion, place Customer on Renewal Term service or

Standard Hybrid

DuPage Water Commission GrnBck MG 01.29.2025

Supplier may return Customer to Utility default service, thereby terminating this Agreement.

**4. PAYMENTS/INVOICES**

Supplier will issue an invoice via mail or e-mail based on actual usage data provided by the Utility as soon as practicable after the end of each Monthly Billing Cycle in which service was provided. Each invoice will include Supplier charges set forth in this Agreement and payments shall be received by Supplier within thirty (30) Calendar Days following the issue date of each invoice, the "Due Date". Alternatively and upon mutual agreement of the Parties and approval by Utility, Supplier may issue an invoice that includes both Supplier charges set forth in this Agreement and the Utility's delivery service charges, in which case the Due Date shall be thirty (30) days. All payments shall be made via an electronic method or check to the account specified on each invoice. Should the Utility fail to provide the customer's usage information to Supplier within five (5) Business Days after the published meter read date, Supplier reserves the right to provide the Customer with an estimated bill to be trued up in an invoice that follows receipt of the actual bill. Amounts not paid on or before the Due Date shall be deemed delinquent and a late payment charge equivalent to one and one-half percent (1.5%) will be assessed each month on the unpaid balance ("Interest Rate"). If Customer in good faith disputes the correctness of any invoice rendered under this Agreement, then Customer shall 1) provide written explanation of the basis of the dispute to Supplier no later than the Due Date and 2) pay the undisputed portion of the amount invoiced no later than the Due Date. If the disputed amount is determined to have been due by Supplier, it shall be paid to Supplier within five (5) Business Days of such determination, along with interest at the Interest Rate from and including the date such amount was due, but excluding the date paid. For purposes of this Agreement, "Business Day" shall mean any day except a Saturday, Sunday, or a Federal Reserve Bank holiday, and "Calendar Day" shall mean every day including Saturday, Sunday and Federal Reserve Bank holidays.

Alternatively, if eligible, Customer will receive a single bill from the Utility that contains Supplier charges set forth in this Agreement and Utility charges. Customer will make payments to the Utility according to the Utility's billing rules and schedules. Failure to pay Supplier charges may result in the Account(s) being returned to the Utility's standard service and forfeiture of Customer's right to choose another retail electric service provider until past due amounts are paid. Failure to pay invoice charges may result in the Account(s) being disconnected in accordance with the Utility's business practices. If, due to Utility rules, any Account(s) become ineligible for a single bill from the Utility at any time during contract, then Supplier will issue an invoice for all ineligible Account(s). Supplier's invoice will reflect the Power Price for Retail Power times the kWh each month for those accounts billed by supplier, and Customer will make

payments to Supplier in the terms described above in Supplier billing.

If Customer is a state government entity as defined by its local government Prompt Payment Requirements Act indicated in Exhibit A, then, in such event, said Act shall control with regard to the calculation of payment due dates and late payment charges. All other provisions in this paragraph remain the same and are in effect.

#### **5. CUSTOMER INFORMATION**

Customer authorizes Supplier to receive current and historical energy billing and usage data from the Utility and such authorization shall remain in effect unless Customer rescinds such authorization in writing. Supplier reserves the right to cancel this Agreement in the event that Customer rescinds such authorization. Customer has the right to request from Supplier, twice within a twelve (12) month period without charge, up to twenty-four (24) months of Customer's payment history.

#### **6. TAXES**

Except for taxes on the gross income and property of Supplier, all federal, state, and municipal or other governmental subdivision taxes, assessments, fees, use taxes, sales taxes or excise taxes, or similar taxes or fees incurred by reason of Retail Power sold under this Agreement are the sole responsibility of Customer, and Customer agrees to hold harmless and indemnify Supplier from any liability, demand or payment for same. It is understood that Supplier is responsible for all taxes applicable prior to Supplier's delivery to the Delivery Point, and Supplier agrees to hold harmless and indemnify Customer from any liability, demand or payment for same.

#### **7. CREDIT**

Should Customer's creditworthiness or financial condition deteriorate following the date of this Agreement, Supplier may request adequate financial security from Customer in a form acceptable to Supplier as determined in a commercially reasonable manner. The failure of Customer to provide adequate financial security to Supplier within ten (10) Business Days of a written request by Supplier shall be considered an Event of Default under Section 14. For purposes of this Section, creditworthiness or financial condition shall be determined by Supplier in a commercially reasonable manner, based upon but not limited to, reasonable concern over Customer's payment pattern, discovery of negative or derogatory public information, and/or based upon a review of Customer's most recently audited annual financial statements or such other documents that may be necessary to adequately determine Customer's creditworthiness (which, if available, shall be supplied by Customer upon the reasonable request of Supplier). In addition the determination of creditworthiness or financial condition may include consideration of the market exposure assumed by Supplier relevant to the liquidation value of this Agreement under Section 14.

#### **8. CONFIDENTIALITY**

Customer and Customer's agents and Supplier and/or Supplier's agents shall treat as confidential all terms and conditions of this Agreement, including all information and documentation exchanged by the Parties during the negotiations of this Agreement. Neither Party will disclose terms and conditions of this Agreement to any other party, except as required by law. Notwithstanding the foregoing, Supplier and/or Supplier's agents and Customer and/or Customer's agents shall be allowed to acknowledge that an Agreement for Retail Power services does exist between the Parties. At Supplier's discretion, third-party agents of Customer may be asked to execute a confidentiality agreement.

#### **9. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY**

Supplier warrants title to all Retail Power delivered hereunder, and sells such Retail Power to Customer free from liens and adverse claims to the delivery point. THIS IS SUPPLIER'S ONLY WARRANTY CONCERNING THE RETAIL POWER PROVIDED HEREUNDER, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. UTILITY WILL PROVIDE DELIVERY SERVICES UNDER THIS AGREEMENT; THEREFORE SUPPLIER IS NOT LIABLE FOR ANY DAMAGES RESULTING FROM FAILURE BY THE UTILITY OR RTO. SUPPLIER DOES NOT GUARANTEE UNINTERRUPTED SERVICE AND SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY CUSTOMER BY REASON OF ANY FAILURE, ALTERATION OR INTERRUPTION OF SERVICE. NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, INCURRED BY THE OTHER PARTY.

#### **10. FORCE MAJEURE**

If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable

control of, or the result of the negligence of the Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to: acts of God, fire, flood, earthquake, war, riots, strikes, walkouts, lockouts and other labor disputes that affect Customer or Supplier. Force Majeure shall not be based on 1) Customer's inability to economically use the Retail Power purchased hereunder or 2) Supplier's ability to sell the Retail Power at a price greater than the price under this Agreement.

#### **11. CHANGE IN LAW OR REGULATORY EVENT**

In the event that any change in or enactment of any rule, regulation, Utility operating procedure, tariff, ordinance, statute, or law affecting the sale or transmission, distribution, or purchase or other obligation under this Agreement (including but not limited to any administrative ruling, interpretation, or judicial decision), or any new or increased charges to maintain system reliability affects Supplier's costs to deliver Retail Power, as determined in Supplier's reasonable discretion (a "Change in Law"), Supplier shall 1) provide written notice to Customer of the change; 2) specify the effect on price necessary to accommodate the Change in Law, and 3) state the date upon which such new pricing shall be effective, which date shall not be less than thirty (30) days from the date of the written notice and shall coincide with the next Monthly Billing Cycle Invoice that follows the thirty (30) day period. Customer agrees that it shall be bound by the new pricing set forth in the written notice described in the foregoing provision.

#### **12. ASSIGNMENT/CUSTOMER NAME CHANGE**

This Agreement shall be binding on each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, 1) Supplier may assign its rights and obligations under this Agreement to an affiliate without consent of the Customer, or 2) the assigning party ("Assignor") shall be released from all liability under this Agreement if assignee agrees in writing to be bound by the terms and conditions and assumes the liability of Assignor under this Agreement.

If Customer undergoes a change of legal name during any term of this Agreement, Customer is responsible for notifying the Utility and Supplier of such change in Customer's legal name (such new name, the "New Name") as soon as practicable. Customer further agrees to take any and all steps as may be required by the Utility to continue as Supplier's customer or to re-enroll with Supplier.

#### **13. WAIVER**

Except as otherwise set forth in this Agreement, failure or delay on the part of either Party to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

#### **14. EVENTS OF DEFAULT**

**Definition:** An "Event of Default" shall mean, with respect to a defaulting party (the "Defaulting Party"), the occurrence of any of the following: (a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) Business Days (as such term is defined in Section 4 above) after written notice of such failure; (b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated; (c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party's obligations to deliver or receive where such Party has made payments due for such failure to deliver or receive) if such failure is not remedied within five (5) Business Days (as such term is defined in Section 4 above) after written notice by Supplier to Customer; (d) such Party (1) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (2) makes an assignment or any general arrangement for the benefit of creditors, (3) otherwise becomes bankrupt or insolvent (however evidenced), or (4) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets as part of bankruptcy proceeding or reorganization for the benefit of creditors; (e) the failure of Customer to satisfy the creditworthiness/collateral requirements under Section 7 of this Agreement; or (f) a Party consolidates or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement, or the resulting, surviving or transferee entity does not satisfy the creditworthiness requirements/collateral requirement set forth in Section 7 of this Agreement (each, an "Event of Default").

**Suspension and Early Termination:** If an Event of Default occurs, the non-defaulting Party ("the Non-Defaulting Party") may, at its option and in its sole discretion, 1) suspend its performance under this Agreement, or 2) terminate this Agreement ("Early Termination"), at which Early Termination, the Non-Defaulting Party shall have the right to liquidate this Agreement and to demand payment of, which the defaulting Party ("the Defaulting Party") shall pay upon invoice, a settlement amount which shall be equal to a) if Customer is the Defaulting Party, any unpaid invoices plus the positive difference (if any) of the Percent Energy Price minus the Market Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term or Renewal Term, or b) if Supplier is the Defaulting Party, the net result of any unpaid invoices by Customer to Supplier and, the positive difference (if any) of the Market Price minus the Percent Energy Price multiplied by the Total Monthly

Usage kWh in the Monthly Billing Cycles remaining in the Term or Renewal Term. Any such calculation shall be discounted to present value, plus other costs, expenses and charges under this Agreement which the Non-Defaulting Party incurs as a result of such Early Termination, in addition to and without prejudice to any right of setoff, recoupment, combination of accounts, lien or other right to which the Non-Defaulting Party is otherwise entitled, whether by operation of law, equity, contract or otherwise as a result of the Event of Default and early termination of this Agreement, subject to any limitations on liability as set forth in Section 9 WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY. For the purposes of this section "Market Price" shall mean the amount, as determined by the Non-Defaulting Party, that a bona fide third party would pay for the subject kWh at the then current prevailing energy prices. The non-Defaulting Party may consider, among other things, quotations from the leading dealers in the wholesale energy industry, internally developed forward market prices and other bona fide third party offers as commercially available to the Non-Defaulting Party, which will be adjusted, as necessary, for the period and differences in transmission costs, volume, and other factors, as reasonably determined by the Non-Defaulting Party.

#### **15. MISCELLANEOUS**

This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes and extinguishes any and all prior oral or written agreements between the parties concerning the subject matter of this Agreement. This Agreement may only be modified or amended through a written document signed by both parties. Except as otherwise set forth in this Agreement, failure or delay on the part of Supplier to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

#### **16. FORWARD CONTRACT/NON-UTILITY ACKNOWLEDGEMENT**

The Parties agree this Agreement is construed and understood to be a "forward contract" as defined by the U.S. Bankruptcy Code. Each party agrees that, for purposes of this Agreement, the other party is not a "utility" as such term is used in Section 366 of the U.S. Bankruptcy Code, and each party waives and agrees not to assert the applicability of the provisions of such Section 366 in any bankruptcy proceeding wherein such party is a debtor.

#### **17. RESOLUTION OF DISPUTES/ARBITRATION**

If a question or controversy arises between the Parties concerning the observance or performance of any of the terms, provisions or conditions contained herein or the rights or obligations of either Party under this Agreement, such question or controversy shall in the first instance be the subject of a meeting between the Parties to negotiate a resolution of such dispute. Such meeting shall be held within fifteen (15) days of a written request by either Party. If within fifteen (15) days after that meeting the Parties have not negotiated a resolution or mutually extended the period of negotiation, the question or controversy shall be resolved by arbitration in accordance with arbitration procedures established from time to time by the American Arbitration Association ("AAA"). The panel of arbitrators to be provided shall be competent in their expertise and qualifications to understand and arbitrate the dispute. In addition to the arbitration procedures established by the AAA, arbitration shall be conducted pursuant to the Federal Rules of Evidence. The arbitrators may award only damages as allowed for by this Agreement, and attorney fees and other legal costs. Any decision and award of the majority of arbitrators shall be binding upon both Parties. Judgment upon the award rendered may be entered in any court of competent jurisdiction.

#### **18. EXECUTION**

Customer may provide Supplier with an executed facsimile copy of the Agreement, or other form of an electronic execution of the Agreement, and in such event the Agreement is binding on the Parties upon acceptance and execution by Supplier, and shall be deemed an original.

#### **19. CHANGES IN CONSUMPTION**

Customer will provide Supplier advanced notification of any planned shut-downs or known or anticipated changes to Customer's operations that will have an impact on Supplier's ability to accurately forecast Customer's load and/or notice of any Account closings that may occur or may be expected to occur during the Term. Supplier may incorporate a request that Customer provide a periodic production or load forecast to aid in forecasting Customer's load requirements as part of the terms of this Agreement.

#### **20. CUSTOMER SERVICE**

For questions about your invoice or Supplier service, please contact our Customer Care Department by calling Supplier at the toll free number listed on the Notices Schedule. To report a service outage in an emergency or for any other questions, please contact your Utility directly.



**Resolution #:** R-19-25

**Account:** Revenue

**Approvals:** *Author / Manager / Finance / Admin*

**PDM - CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 2/12/2025

**Description:** Procedure for disposition and/or sale of real estate assets

**Agenda Section:** Administration Committee

**Originating Department:** Administration

DWC has recently evaluated existing real estate holdings to determine if there are assets which have a significant market value, but are unlikely to serve future infrastructure needs of the Commission. It has been determined that there are properties currently owned by the Commission which will not be used for future infrastructure, and which would be attractive for real estate development. Making such property available to the market would present an opportunity to monetize assets which are not otherwise of value to the Commission and would make available development site(s) and associated revenue for the municipalities in which the parcels are located.

Resolution R-08-25 was adopted at the January Board of Commissioners meeting, which prescribes the process for the disposition and sale of real property owned by the Commission. Therefore, staff recommends that a portion of the DWC site located on 75<sup>th</sup> Street in Woodridge be offered for sale. It should be noted that this action does not obligate the Commission to sell the property; rather, it authorizes the Commission to receive and consider written offers for sale of the real estate, which, if found favorable and beneficial to the Commission, may be brought to the Board of Commissioners for formal action.

The site in question is a 32.5-acre parcel that for which only a small portion is utilized by the Commission for a water storage site; staff does not believe the remainder of the site would ever be utilized for additional water utility infrastructure. The site was formerly a mink farm and was purchased by the Commission as one parcel prior to the original construction of the DWC system. Since that time, the unoccupied sections of this parcel have presented management challenges due to encroachment from the adjacent residential parcels, as well as costs associated with site maintenance and tree removal following weather events.

Therefore, staff recommends that 4.5 acres be retained for Commission purposes, and offers be accepted for purchase of the remainder.



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**Recommended Motion:**

It is recommended that Resolution R-19-25 be approved, authorizing the publication of a Notice of Public sale, by which written offers can be received for a portion of the 75<sup>th</sup> Street Woodridge site; for further consideration by the Board of Commissioners.

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-19-25**

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A RESOLUTION DECLARING CERTAIN REAL PROPERTY SURPLUS AND AUTHORIZING PUBLICATION OF NOTICE REQUESTING OFFERS TO PURCHASE THE REAL PROPERTY

WHEREAS, the DuPage Water Commission (the "Commission") owns in fee simple interest a certain 32.5 acre parcel of real property described in the attached Exhibit A (the "Subject Property"); and

WHEREAS, the Commission has the power to sell, transfer or dispose of real property as it deems appropriate in the exercise of its powers; and

WHEREAS, the Commission has reviewed the Subject Property and the Commission's short and long-term needs and finds that the Subject Property is no longer needed by, appropriate to, required for the use of, or profitable to the Commission and, therefore, finds that the continued ownership of the Subject Property is not in the best interest of the Commission and declares the Subject Property surplus; and

WHEREAS, the Subject Property is located in unincorporated DuPage County, Illinois; and

WHEREAS, the Commission deems it in the best interests of the Commission and the general public to invite offers to purchase and negotiate for the sale of all or a portion of the Subject Property, pursuant to, subject to certain conditions to ensure that the future use of the Subject Property does not interfere with the objectives of the Commission.

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

SECTION ONE: Pursuant to Resolution No. R-08-25, the General Manager is authorized and directed to take whatever steps necessary to publish the Commission's intention to accept offers and negotiate for the sale of all or a portion of the Subject Property, which the Board of Commissioners hereby

deems to be in the best interests of the Commission considering its future needs and objectives, subject to the following deed restrictions and other matters:

- a. The Purchaser shall execute and deliver to the Commission at closing, an Easement acceptable to the DuPage Water Commission in an agreed upon location granting the DuPage Water Commission and its assigns access, over an improved roadway to the real estate described in Exhibit B attached hereto; and
- b. General taxes for the year 2024 and subsequent years; special taxes or assessments for improvements not yet completed; building lines and building and liquor restrictions of record; zoning and building ordinances; roads and highways, if any; private, public and utility easements of record; drainage ditches, feeders, laterals and drain tile, pipe or other conduit, if any; covenants, conditions and restrictions of record.

SECTION TWO: All offers to purchase the Subject Property shall be made in writing to the General Manager of the Commission and shall contain an offer amount and description of the real property sought to be purchased.

SECTION THREE: The General Manager of the Commission is authorized to negotiate with any qualified offerors and bring a proposed sales contract to the Board of Commissioners for consideration and possible action.

SECTION FOUR: The Board of Commissioners reserves the right not to sell any of the Subject Property.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
VACANT	_____			
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
James Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk

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EXHIBIT A

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THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 100 FEET THEREOF) IN SECTION 27, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE EAST 375.00 FEET OF THE NORTH 525.00 FEET THEREOF, IN DUPAGE COUNTY, ILLINOIS.

PIN 08-27-300-014

Part of PIN 08-27-300-013

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EXHIBIT B

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THE EAST 375.00 FEET OF THE SOUTH 525.00 FEET OF THE NORTH 625.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER IN SECTION 27, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

CONTAINING 4.520 ACRES MORE OR LESS

Part of PIN 08-27-300-013

**NOTICE OF PUBLIC SALE**  
**OF REAL ESTATE**

NOTICE is hereby given that, pursuant to 65 ILCS 5/11-135-6 and 70 ILCS 3720/0.001 et seq., the DuPage Water Commission will sell, by means of negotiation, all or a portion of the real estate described in Exhibit A, attached hereto (hereinafter called the “Subject Property”).

The Subject Property is offered for sale, by negotiation, subject to the following deed restrictions and conditions, as well as other conditions the DuPage Water Commission may require:

- a. The Purchaser shall execute and deliver to the Commission at closing, an Easement acceptable to the DuPage Water Commission in an agreed upon location granting the DuPage Water Commission and its assigns access, over an improved roadway to the real estate described in Exhibit B attached hereto; and
  
- B. General taxes for the year 2024 and subsequent years; special taxes or assessments for improvements not yet completed; building lines and building and liquor restrictions of record; zoning and building ordinances; roads and highways, if any; private, public and utility easements of record; drainage ditches, feeders, laterals and drain tile, pipe or other conduit, if any; covenants, conditions and restrictions of record.

All offers to purchase shall be made in writing to Paul May, General Manager, DuPage Water Commission, 600 E. Butterfield Road, Elmhurst, IL 60126, and shall contain an offer amount and a description of the real property sought to be purchased. The DuPage Water Commission reserves the right not to sell any or all of the Subject Property

Published in \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

## **EXHIBIT A**

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 100 FEET THEREOF) IN SECTION 27, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE EAST 375.00 FEET OF THE NORTH 525.00 FEET THEREOF, IN DUPAGE COUNTY, ILLINOIS.

### PIN's

Part of PIN 08-27-300-013

08-27-300-014

**EXHIBIT B**

(Insert retained 4.5 acre retained legal description)



**Resolution #:** RFBA

**Account:** 01-60-628000, \$40,000

**Approvals:** *Author / Manager / Finance / Admin*

**PDM - CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 2/11/2025

**Description:** **Authorization of a Consulting Agreement with Marquardt & Humes, Inc, in an amount not to exceed \$40,000**

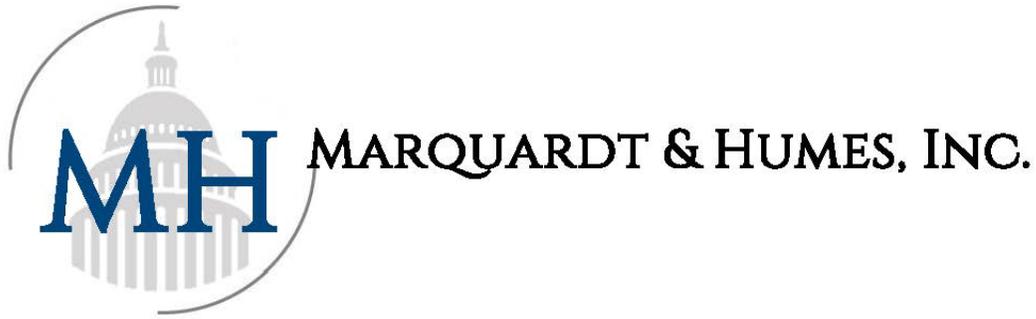
**Agenda Section:** Administration Committee

**Originating Department:** Administration

It is recommended that the consulting services agreement with Marquardt & Humes, Inc be authorized for a one-year period. This service is for state legislation/lobbying services, which DWC finds to remain of value at this time as there are a number of DWC initiatives which are expected to be underway over the next several years for which this service is likely to be valuable. A scope of expected activities is included in the proposal.

### **Recommended Motion:**

To authorize the execution of a Consulting Agreement with Marquardt & Humes, Inc, in an amount not to exceed \$40,000.



## CONTRACTUAL AGREEMENT

This Agreement is made on the 1<sup>st</sup> day of February 2025, between MARQUARDT & HUMES, INC. ("M&H INC.") having its principal place of business, at 600 So. Second Street, Suite 400, Springfield, Illinois 62704 and DUPAGE COUNTY WATER COMMISSION., having its principal place of business at 600 Butterfield Rd., Elmhurst IL 60126

IN CONSIDERATION of CLIENT., retaining M&H INC., it is agreed as follows:

### I. COMPENSATION AND TERMS

CLIENT. Retains M&H INC. and M&H INC. hereby agrees to CLIENT. in the capacity of:

Professional Lobbying Services

The terms and compensation of this Agreement is as follows:

Term: February 1, 2025 through January 31, 2026

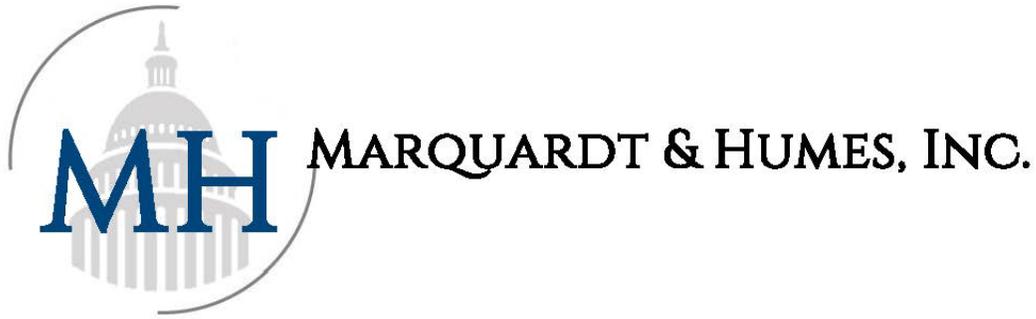
Compensation: \$40,000.00/year payable in 4 payments of \$10,000.00

Scope of Services include:

- Track legislative initiatives, bills, and committee hearings; advise DWC on the same.
- Assist in the preparation and evaluation of DWC led initiatives and associated legislation
- Identify and foster relationship with elected officials supportive of DWC initiatives
- Identify and foster relationships with elected officials sharing opposition with DWC to initiatives opposed by DWC or the water sector.
- Identify and foster relationship with stakeholders and industry groups supportive of DWC initiatives
- Identify and foster relationships with stakeholders and industry groups sharing opposition with DWC to initiatives opposed by DWC or the water sector.
- Provide notice and information regarding funding opportunities or changes to the same
- Provide notice and information regarding proposed regulatory changes or modifications
- Assist in coordinating introductions to legislators representing the DWC service area, and scheduling meetings/appointments/introductions upon request.

### II. WARRANTIES BY M&H INC

M&H INC represents and warrants to CLIENT. that it has the experience and ability to perform the services required by this Agreement; that they will perform said services, in a professional, competent and timely manner, as represented and suitable for the performance of the Agreement; and that they have the



power to enter into and perform this Agreement; and that their performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws.

### III. INDEPENDENT CONTRACTOR

M&H INC acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. M&H INC shall not enter into any contract or commitment on behalf of the CLIENT, M&H INC further acknowledges that they are not considered an affiliate or subsidiary of CLIENT. and are not entitled to any of CLIENT. employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

### IV. BUSINESS PRACTICES

M&H INC hereby represents and covenants that they:

-have no knowledge or information that any unlawful payments, disbursements, assignments

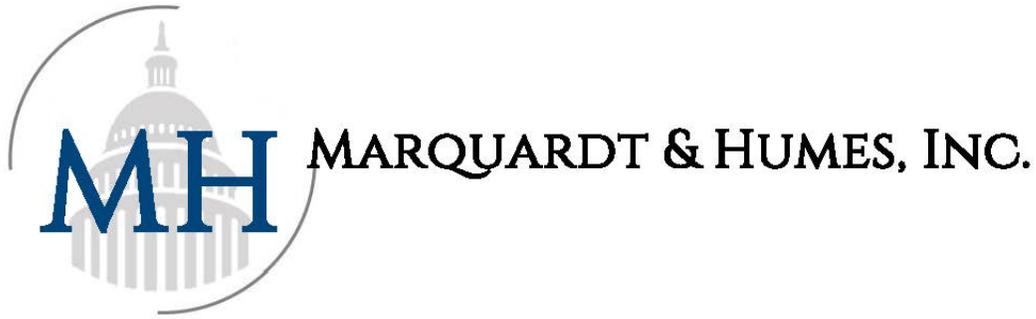
or transfers of property of any type have been made, or promised to any governmental official or to any intermediary, broker or agent who shall in turn, directly or indirectly unlawfully pay, disburse, assign or transfer property to any governmental official, to unlawfully influence any act or decision of any governmental official;

-will take all reasonable steps to ensure that no unlawful payments, disbursements, assignments

or transfers of property of any type be made to any governmental official, or to any intermediary, broker or agent who shall in turn, directly or indirectly unlawfully pay, disburse, assign or transfer property to any governmental official, to unlawfully influence any act or decision of any governmental official.

### V. CONFIDENTIALITY

M&H INC recognizes and acknowledges that this Agreement creates a confidential relationship between M&H INC and CLIENT. and that information concerning CLIENT., or its operation, whether written or oral, is confidential in nature. All such information concerning CLIENT. is hereinafter collectively referred to as "Confidential Information". M&H INC will not use, disclose to any third party, directly or indirectly, for its own benefit or the benefit of others, both during the term of the Agreement and subsequent to its termination, any Confidential Information which M&H INC may acquire or develop in connection with or as a result of the performance of this agreement. M&H INC further agrees to bind their employees and subcontractors to the terms and conditions of this Agreement.



VI. GRANT

M&H INC agrees that their work product produced in the performance of this Agreement shall remain the exclusive property of CLIENT., and that they will not sell, transfer, publish, disclose, display or otherwise make the work product available directly to third parties without CLIENT., prior written consent. Any rights granted to CLIENT under this Agreement shall not affect CLIENT., exclusive ownership of the work product.

VII. ENTIRE AGREEMENT AND NOTICE

This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail.

IN WITNESS WHEREOF, CLIENT, and MARQUARDT & HUMES, INC. do hereby affirm that they understand the provisions contained herein. Therefore, in consideration of the mutual covenants contained herein, CLIENT., and MARQUARDT & HUMES, INC. have caused this contract to be executed, by witness of the signatures following, as of the day and year first written.

CLIENT

MARQUARDT & HUMES, INC.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



**Resolution #:** RFBA

**Account:** 01-60-772500, \$120,000

**Approvals:** *Author / Manager / Finance / Admin*

**PDM - CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 2/11/2025

**Description:** **Authorization of a Consulting Agreement with Tai, Ginsberg & Associates, in an amount not to exceed \$120,000**

**Agenda Section:** Administration Committee

**Originating Department:** Administration

It is recommended that the consulting services agreement with Tai, Ginsberg & Associates be authorized for a one-year period. This service is for Federal, State, labor, and RxR legislation/lobbying services, which DWC finds to remain of value at this time as there are a number of DWC initiatives which are expected to be underway over the next several years for which this service is likely to be valuable. A scope of expected activities is included in the proposal.

Tai, Ginsberg & Associates have been extremely productive since first retained in 2024, facilitating in-person and virtual meetings with nearly every federal legislator that represents the DWC service area, and assembling submittals and support documents for Congressional Directed Spending (CDS) earmarks, which were successful in assigning funding marks in the amount of \$1.5M for the source water project; \$1M from Congressman Krishnamoorthi, and \$500K from Congressman Casten.

### **Recommended Motion:**

To authorize the execution of a Consulting Agreement with Tai, Ginsberg & Associates, in an amount not to exceed \$120,000 for 12-month term.



## TAI GINSBERG & ASSOCIATES, LLC

February 11, 2025

James F. Zay  
Chairman  
DuPage Water Commission  
600 East Butterfield Road  
Elmhurst, IL 60126

Dear Chairman Zay:

This letter serves as an agreement for Tai Ginsberg & Associates, LLC (TG&A) to provide federal strategic grants consulting – and advocacy services, as needed – in Washington, DC on behalf of the DuPage Water Commission (DWC) in support of the Source Water Project. Efforts will focus on funding opportunities in the FY 2025 & 2026 Appropriations process in Congress. This engagement will involve the continued strategic partnership with Raucci & Sullivan Strategies, LLC.

1. **COMPANY.** Focused on bipartisan federal advocacy services within the transportation and infrastructure space, including municipal water infrastructure needs, Tai Ginsberg & Associates, LLC provides a strong depth of knowledge to our diverse set of clients in the private and public sectors. The firm is proud of its strong understanding of federal agencies and programs, the Congressional appropriations process, and other opportunities that help its clients navigate the federal landscape.

TG&A's team has a combined 50+ years of professional experience in policy and government relations. Services include extensive work with the U.S. House of Representatives and the U.S. Senate, developing or modifying policies and programs to meet client objectives, and building relationships for its clients to leverage. TG&A also maintains strong relationships with stakeholders in the infrastructure space and can provide a continuous liaison with other Washington, D.C.-based and infrastructure-based organizations and coalitions.

Key personnel on this engagement would include:

**Jason Tai, Principal**

Jason has over two decades of broad and substantive experience in federal and state government with expertise in transportation and infrastructure issues. He represents a diverse group of clients ranging from public sector agencies, Fortune 500 companies, mid-

market businesses, and start-ups. He has proven successful in negotiating and securing significant federal and state funding for a variety of critical projects and managed complex governmental and political processes to achieve results. Prior to joining the private sector government relations field, Jason served as Chief of Staff for two Members of Congress where he oversaw and managed all policy, projects, communications, intergovernmental, and political issues. Jason also served as a Professional Staff Member on the U.S. House Transportation & Infrastructure Committee. Jason also served in state government.

The Governor of Illinois appointed Jason as a senior executive at the Illinois Department of Transportation serving dual appointed positions as Director of Public and Intermodal Transportation and Senior Policy Advisor to the Secretary. In the roles, he was responsible for a \$548 million budget, which funded statewide transit and rail operating and capital needs and administered federal and state funding for 52 transit agencies across Illinois and advising the Secretary on its federal policy issues in Washington.

### **Matt Ginsberg, Principal**

Matt has extensive and diverse government relations experience including campaign, federal governmental, and over a decade of private sector lobbying experience. He has expertise in drafting and passing legislation, performing business development services, coordinating lobbying strategies, securing federal funding, and representing clients before Congress, executive branch agencies, and industry associations. Over the course of his private sector tenure, he has successfully secured over hundreds of millions of dollars in federal discretionary grants for his clients through direct advocacy and strategic technical assistance.

Matt's client base is primarily focused on a mixture of public agencies and high-profile corporate clients. He represents clients ranging from airports, local governments & municipalities, railroads, transit agencies, highway departments, technology start-ups and other private sector domestic and international clients. In 2020, Matt was named to the Top 40 Under 40 list by Mass Transit Magazine for his government relations work in the transit industry.

Previously, Matt worked for Congressman Jared Polis (D-Colorado-2) in his Washington, D.C. office. During the 2008 election cycle, Mr. Ginsberg worked for Media Strategies and Research, a political media consulting firm in Denver, Colorado, where he helped manage the communications strategy for a major presidential campaign. He also previously worked for Senator Ken Salazar (D-Colorado) in his Washington, DC office.

Mr. Ginsberg received his BA, *magna cum laude*, for a double major in Political Science and International Affairs from the University of Colorado in Boulder, Colorado.

*Additional Illinois-based partners on this initiative include Raucci & Sullivan Strategies, LLC (RSS):*

### **Dave Sullivan, President**

Dave Sullivan was appointed to the Illinois State Senate in 1998 to represent Chicago and the Northwest suburbs. He was duly elected in 2000 and was reelected in 2002 without opposition. In his nearly two decades as a lobbyist, he has won the annual Golden Horseshoe Award for Best Illinois Lobbyist five times. Most recently, he was elected by his peers as the Speaker of the Illinois Third House for 2022.

Recognized as a leader during his legislative career for health care, children's issues, adoption, and education, as well as being a leader in telecommunication, labor, and energy policies. Sullivan has been the recipient of numerous awards from associations, labor groups and children's advocacy organizations. Since 2005 he has been integral in the passage of 2 state constitutional amendments, The Marriage Equality Act, energy legislation, infrastructure funding, tax incentives, Medicaid reforms and many other initiatives.

Sullivan is a graduate of Marquette University with a B.A. in Political Science. He and his wife Dru reside in Park Ridge. They have four children and six grandchildren.

### **Marc Poulos**

Marc Poulos joined RSS in 2018, the same year he was recognized with the Golden Horseshoe Award for Best Illinois Lobbyist. Marc served as a member of the transition team of Governor JB Pritzker. He spent several years managing the International Union of Operating Engineers Local 150 labor-management and Governmental Affairs operations. Among his Legislative successes: he spearheaded the effort to successfully amend the Illinois Constitution to protect Road Fund money from being diverted for other purposes.

Poulos earned his law degree from Chicago-Kent College of Law. He resides in Naperville with his family.

2. **SCOPE OF WORK.** TG&A proposes to utilize its expansive knowledge and relationships in the water infrastructure and policy space to provide as-needed advocacy services and strategic counsel to DWC specifically related to the Lake Michigan Source Water Project.
  - a. **Federal & State Grants Strategic Consulting & Advocacy Services**
    - i. Track state and federal legislative initiatives, bills, and committee hearings; advise DWC on the same.
    - ii. Assist in the preparation and evaluation of DWC led initiatives and associated legislation.
    - iii. Identify and foster relationships with state and federal elected officials supportive of DWC initiatives.

- iv. Identify and foster relationships with state and federal elected officials sharing opposition with DWC to initiatives opposed by DWC or the water sector.
- v. Identify and foster relationship with stakeholders and industry groups supportive of DWC initiatives.
- vi. Identify and foster relationships with stakeholders and industry groups sharing opposition with DWC to initiatives opposed by DWC or the water sector.
- vii. Provide notice and information regarding funding opportunities or changes to the same.
- viii. Provide notice and information regarding proposed regulatory changes or modifications.
- ix. Assist in engaging labor representatives and business representatives supportive of the DWC initiatives.
- x. Assist in coordinating introductions to legislators representing the DWC and Northeastern Illinois service area, and scheduling meetings, appointments, and introductions upon request.
- xi. Assist in identifying prospective funding sources and strategic development of grant application documents.
- xii. Assist in establishing introduction / easement negotiation meetings and fostering relationships with prospective strategic partners, including but not limited to (ACOE, IDNR, IDOT, ISTHA, railroads as applicable, County, and local stakeholder organizations).
- xiii. Advise DWC on project-specific funding opportunities in the FY 2025 & FY 2026 Appropriations process also referred to as Congressionally Directed Spending (CDS) in the U.S. Senate and Community Project Funding (CPF) in the U.S. House of Representatives.
- xiv. Provide strategic counsel on mapping out funding requests with DWC Congressional delegation in Washington.
- xv. Provide turnkey staffing to DWC to apply for Congressional project funding requests in the annual Appropriations process.
- xvi. Assist DWC with outreach activities to build formal stakeholder support and coordinate relevant support letters on behalf of CDS and CPF opportunities in Congress.

**3. TERM.** This agreement is effective on February 1, 2025, and will continue through January 31, 2026.

**4. FEES.** In consideration of the Services, the DuPage Water Commission shall pay a monthly retainer of \$10,000 per month plus expenses. Consulting fees shall be billed monthly and shall be paid within 30 days from receipt of invoice.

- 5. **CONFIDENTIALITY.** If either party provides information or materials indicated to be confidential, the receiving party will maintain the confidentiality of such matters and not disclose any such matters except in the proper performance of this agreement.
  
- 6. **TERMINATION.** Either party may terminate this agreement for any reason upon 30 days' written notice to the other party.

This agreement sets forth the entirety of the agreement between TG&A and DuPage Water Commission as to the services to be provided and compensation to be made during the term thereof.

If agreeable to the terms and conditions set out above, please sign below. A fully executed agreement will be transmitted to you for your records.

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The Honorable James F. Zay  
Chairman  
DuPage Water Commission

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Jason Tai  
Principal  
Tai Ginsberg & Associates, LLC

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Date

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Date