

AMENDMENT NO. 3

This Amendment modifies Contract No. 2103-06221, for Geographic Information Systems Enterprise Software by and between the County of Cook, Illinois, herein referred to as "County" and Environmental Systems Research Institute, Inc., authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

RECITALS

Whereas, the County and Contractor have entered into a Contract approved by the County Board on October 07, 2021, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide Geographic Information Systems Enterprise Software (hereinafter referred to as the "Services") from November 01, 2021 through October 31, 2024, in an amount not to exceed \$4,916,400.00, with no renewal options; and

Whereas, Amendment No. 1 was authorized by the Cook County Chief Procurement Officer on September 7, 2022, to include additional scope of services to the Contract; and

Whereas, Amendment No. 2 was executed by the Chief Procurement Officer on June 11, 2024 to revise Article 4 Section A provided in the Contract due to a scrivener error and the Contract end date was corrected to November 30, 2024; and

Whereas, the Contract will expire on November 30, 2024 and the agreed upon Services are still required; and

Whereas, pursuant to Article 10 Section C of the Contract, the County and Contractor desire to extend the Contract for thirty-six (36) months beginning on December 1, 2024 through November 30, 2027; and

Whereas, an increase of the Contract amount is required for the continuation of Services; and pursuant to Article 10 Section C of the Contract, the County and Contractor desire to increase the Contract in the amount of \$4,907,300.00.

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is extended beginning December 1, 2024 through November 30, 2027.
2. The Contract is increased by \$4,907,300.00 and the Total Contract Amount is revised to \$9,823,700.00.
3. The Contract is hereby amended to add a new item 4. in Section a) Basis of Payment of Article 5) Compensation as follows:

"4. First Extension Term:

a. Software and Maintenance on an annual basis in the amount of One Million Two Hundred Thousand Dollars (\$1,200,000) for Years 1 – 3; and

b. Advantage Program (AP) on an annual basis in the amount of One Hundred Seventy Six Thousand Nine Hundred Dollars (\$176,900) for Year 1, One Hundred Eighty Five Thousand Seven Hundred Dollars (\$185,700) for Year 2, and One Hundred Ninety Four Thousand Seven Hundred Dollars (\$194,700) for Year 3, subject to the following condition: This annual price is based on the condition that the County will purchase the AP continually for each year of the three year First Extension Term. If the County chooses not to purchase AP in any given year and after a gap purchases it in any subsequent year, then the County will be charged the then current market price for the AP at the time it is purchased and not the price as stated herein.

Invoices for this AP prepayment shall be submitted by Esri to the County upon receipt of the County's AP order. The County shall pay Esri within the time period referenced in this Article 5 Compensation.

Non-Prepaid Services. Esri Professional Services and Esri Managed Services are not prepaid. All invoices and payments for such Professional Services and Managed Services shall comply with this Article 5 Compensation, Subpart B Method of Payment."

4. The Contract is hereby amended to delete Exhibit 1, Scope of Services and replace with the attached Exhibit 1, Scope of Services, found under Attachment A, which will supersede and apply during the First Extension Term.
5. The Contract is hereby amended to delete Exhibit 2, Schedule of Compensation and replace with the attached Exhibit 2, Schedule of Compensation, found under Attachment B, which will supersede and apply during the First Extension Term.
6. The Contract is hereby amended to delete Exhibit 8, Cook County Travel and Business Expenses Policy and Procedures, and replace it with Attachment C, Employee and Official Business and Travel Expense Reimbursement Policy.
7. The attached updated Identification of Sub-Contractors/Suppliers/Sub-Consultants Form, MBE/WBE Utilization Plan forms, certificate of insurance, and Economic Disclosures Statement under Attachment D are incorporated and made a part of this Contract.
8. All other terms and conditions remain as stated in the Contract.

In witness whereof and pursuant to County Board approval on October 24, 2024 the County and Contractor have caused this Amendment No. 3 to be executed on the date and year last written below

County of Cook, Illinois

By: Raffi Sarrafian
Chief Procurement Officer

Date: _____

By: James Beligratis
State's Attorney (if applicable)

JAMES BELIGRATIS
Type or print name (if applicable)

Date: 11/7/24

Environmental Systems Research Institute, Inc.

A. Merino
Signed

Alejandra Merino
Type or print name

Manager, International Contracts
Title

Date: Sep 9, 2024

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.






DELEGATION OF AUTHORITY

CONTRACTS AND LEGAL DEPARTMENT

I, Laura Dangermond, as Executive Vice President of Environmental Systems Research Institute, Inc. (the “Corporation”), hereby appoint the following employee(s) to act for and on behalf of the Corporation, each acting solely, with full authority to sign agreements in accordance with the Signature Delegation Policy for the Contracts and Legal Department, on behalf of the Corporation. The authority delegation is not subject to further delegation without my prior written consent.

This authority delegated by this document supersedes all prior delegations of authority for the Corporation and shall completely expire as of midnight in San Bernardino County, California on March 31, 2025.

This authority is delegated in accordance with the Minutes of Action duly adopted by the Board of Directors of the Corporation on September 19, 2023.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
DONALD J. BERRY, JR	Chief Operating Officer	 _____
TAMISA GREENING	Director, Contracts & Legal	 _____
ALEJANDRA MERINO	Manager, International Contracts	 _____
TIMOTHY BRAZEAL	Manager, Commercial & Government Contracts	 _____ <small>Timothy Brazeal (Mar 15, 2024 17:21 PDT)</small>
ERICK ARIAL	Manager, Commercial & Government Contracts	 _____ <small>Erick Arial (Mar 16, 2024 12:46 PDT)</small>


laura dangermond (Mar 19, 2024 15:56 PDT)

Laura Dangermond
Executive Vice President



Corporate Seal of
Environmental Systems
Research Institute, Inc.

ATTACHMENT A

**EXHIBIT 1
 SCOPE OF SERVICES**

**Table A-1
 EA Products—Uncapped Quantities**

Product	Quantity
ArcGIS Desktop: Advanced, Standard, and Basic (Single and Concurrent Use)	Uncapped
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Schematics, ArcGIS Spatial Analyst, ArcGIS Bathymetry, ArcGIS Production and ArcGIS Workflow Manager (Single and Concurrent Use)	Uncapped
ArcGIS Enterprise: ArcGIS Enterprise (Advanced and Standard)	Uncapped
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager	Uncapped
ArcGIS GIS Server: Advanced, Standard, Basic	Uncapped
ArcGIS Enterprise Additional Capability Servers: ArcGIS Image Server, ArcGIS GeoEvent Server	Uncapped
ArcGIS Monitor	Uncapped
ArcGIS Runtime Advanced	Uncapped
ArcGIS Runtime Analysis Extension	Uncapped

**Table A-2
 EA Products—Capped Quantities**

Product	Quantity
ArcGIS Workflow Manager for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Perpetual License	50
ArcGIS Data Interoperability Single-Use Desktop Extension Rolled In	5
ArcGIS Data Interoperability Concurrent Use Desktop Extension Rolled In	5
ArcGIS Image Analyst (for use with ArcGIS Pro) Concurrent Use Rolled In	5
ArcGIS Reality Desktop Single Use Perpetual License (Includes ArcGIS Reality Studio and ArcGIS Reality for ArcGIS Pro)	1
ArcGIS Data Interoperability for ArcGIS GIS Server Rolled In	2
ArcGIS GeoAnalytics Server Rolled In	3
ArcGIS GeoAnalytics Server for Staging Rolled In	3
ArcGIS Notebook Server Rolled In	3
ArcGIS Notebook Server for Staging Rolled-In	3
ArcGIS Business Analyst Enterprise - State Rolled In	1
ArcGIS Drone2Map Standard for ArcGIS Online Annual Subscription	3
ArcGIS Insights in ArcGIS Online Annual Subscription	5
ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise Annual Subscription	100

ArcGIS Location Sharing User Type Extension for ArcGIS Enterprise Annual Subscription	50
ArcGIS Insights in ArcGIS Enterprise Annual Subscription	5
ArcGIS Data Interoperability for ArcGIS Pro Enterprise Annual Subscription	5
ArcGIS Image Analyst for ArcGIS Pro Enterprise Annual Subscription	15
ArcGIS Business Analyst Web App for Business Analyst Enterprise, Annual Subscription	10
ArcGIS Developer Enterprise Annual Subscription	1
ArcGIS Hub Premium Community	1
ArcGIS Premium Additional Community Identities (Blocks of 1,000 Additional Community Identities)	10
Site Scan Single Operator Annual Subscription	1
Site Scan Single Access Annual Subscription	3

User Type Products	Quantity
ArcGIS Enterprise	
ArcGIS Enterprise Creator Annual Subscription*	3,000

User Type Products	Quantity
ArcGIS Online	
ArcGIS Online Organizational Subscription	1
ArcGIS Online Creator Annual Subscription*	3,000
ArcGIS Online GIS Professional Basic Annual Subscription	10
ArcGIS Online GIS Professional Standard Annual Subscription	15
ArcGIS Online GIS Professional Advanced Annual Subscription	25
ArcGIS Online Annual Credits	325,000

**The value of this Agreement is based on 750 Creators in ArcGIS Online and 250 Creators in ArcGIS Enterprise. Deployments above the estimated use will be considered at renewal.*

ATTACHMENT B

EXHIBIT 2
SCHEDULE OF COMPENSATION

	Year 1	Year 2	Year 3	Total
Annual Software and Maintenance EA Fee	\$1,200,000	\$1,200,000	\$1,200,000	\$3,600,000
Advantage Program	\$176,900	\$185,700	\$194,700	\$557,300
Total EA Fee – Software, Maintenance, and Advantage Program	\$1,376,900	\$1,385,700	\$1,394,700	\$4,157,300
*Optional Professional Services	\$250,000	\$250,000	\$250,000	\$750,000

** Professional Services issued under separate Task Orders.*

Additional Benefits	Quantity
Esri International User Conference Registrations	20
Back-Up Media	2
Authorized Tier-Two Standard Support Callers	2
Advantage Program Annual Subscription <ul style="list-style-type: none"> - This program includes the following components per year for three years: <ul style="list-style-type: none"> • Up to 100 Advisor Hours • Annual One-Day Planning Meeting • Technology Webcasts • 200 Learning and Services Credits that you can apply towards: <ul style="list-style-type: none"> ○ Business and Technical Consulting: Access to a range of industry, business, and technical domain consultants. Get advice and hands- 	1

<p>on help from GIS experts, industry specialists, developers, and designers.</p> <ul style="list-style-type: none">o Training: Access to an extensive curriculum of instructor-led training courses as well as client-site training options. A complete list of Esri training facilities and course catalog is available at www.esri.com/training.o Premium Support Services (PSS): Access to prioritized incident management and all- hours technical support. PSS has been designed to meet the needs of Esri customers who are developing, implementing, or supporting complex, mission-critical GIS applications.o Esri Managed Cloud Services: Access to a variety of hosting options for the ArcGIS platform that leverages a cloud environment designed to be reliable, cost-effective, and secure. <p>- Unused Learning and Services credits will expire 24 months from their purchase date, or one month after the expiration of the program, whichever is first. Learning and Services credits are a flexible way for your organization to receive focused technical enablement support. These credits are not intended for use on project-specific professional services.</p> <p>Any project-related activities requiring Esri Project Services support will be scoped, budgeted, and scheduled outside of the Advantage Program. You can find more information about the Advantage Program at www.esri.com/services/eeap.</p> <ul style="list-style-type: none">- Any activities proposed to be completed under the Advantage Program would be subject to review and approval by Esri to ensure alignment with the intent of the Advantage Program.- At time of renewal, Esri reserves the right to update Advantage Program (AP) terms to reflect the latest program offering.	
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Attachment C



COOK COUNTY BUREAU OF FINANCE

POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY

Applicable Forms may be found at:

<https://www.cookcountyil.gov/service/travel-and-business-expenses-policy-and-procedures>

Effective: July 15, 2023

Supersedes: FY2017

Page 1 of 21

I. GENERAL PROVISIONS

A. Overview

Applicable law provides that Employees and Officials are entitled to reimbursement for certain business and travel expenses.¹ This policy sets forth the business and travel expense reimbursement policy for the County of Cook (“County”), and it establishes guidelines for the reimbursement of authorized and Necessary Business Expenses incurred on behalf of the County. The County will not reimburse Employees and Officials for expenditures that do not comply with the provisions of this policy.

B. Purpose

The purpose of this policy is to provide guidelines for the payment of authorized and Necessary Business Expenses that cannot be obtained using the methods provided in the Cook County Procurement Code, and to enable Employees and Officials to successfully execute their Local and Non-local travel requirements at the lowest reasonable costs, resulting in the best value for the County. The Chief Financial Officer (or designee) may be contacted for clarification as needed.

C. Intent

This policy is intended to be interpreted consistent with and subject to applicable law and other related County policies. *See* Related Policies below. It supersedes all previous policies and/or memoranda that may have been issued from time to time on subjects covered in this policy or other policies that may contain provisions related to reimbursement for business and travel expenses. This policy is not intended for tuition reimbursement. *See* Related Policies. This policy is not intended to supersede or limit the County from enforcing programs or provisions in any applicable collective bargaining agreement.

D. Severability

If any section or provision of this document should be held invalid by operation of law, none of the remainder shall be affected.

¹ See Illinois Wage Payment and Collection Act, 820 ILCS 115/9.5.



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Supersedes: FY2017

Page 2 of 21

E. Jurisdiction

The Cook County Chief Financial Officer, in consultation with the Director of Budget and Management Services (“Budget”) and the Comptroller are authorized to develop and issue policies and procedures for business and travel expense reimbursement.

F. Areas Affected

This policy and the procedures associated with this policy applies to all elected and appointed Officials and Employees in departments, offices, institutions or agencies of the County, including but not limited to the offices and departments under the jurisdiction of the County Board President, the Board of Commissioners, Cook County Health and Hospitals System (“CCH”), Cook County State’s Attorney, Cook County Sheriff, Cook County Public Defender, Clerk of the Circuit Court of Cook County, Cook County Treasurer, Cook County Clerk, Cook County Assessor, Chief Judge of the Circuit Court of Cook County, Board of Review, the Office of the Independent Inspector General, the Cook County Land Bank Authority (“Land Bank Authority”), and the Public Administrator (hereinafter, “Agencies” or “Agency”) who incur Necessary Business Expenses while conducting official business on behalf of the County.

G. Nondiscrimination

Cook County prohibits the discriminatory application, implementation, or enforcement of any provision of this policy based on race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, source of income, gender identity or housing status, or any other protected category established by law, statute, or ordinance.

H. Definitions

For purposes of this policy, the following terms shall be given the following meanings as set forth below:

Affidavit for Lost Receipts means the form submitted by the Employee or Official to request reimbursement of eligible Necessary Business Expenses when itemized receipts or other proof of expense and payment is not available due to being lost or stolen.



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Effective: July 15, 2023

Supersedes: FY2017

Page 3 of 21

Agency or Agencies means offices and departments under the jurisdiction of the County Board President, the Board of Commissioners, Cook County Health and Hospitals System, Cook County State’s Attorney, Cook County Sheriff, Cook County Public Defender, Clerk of the Circuit Court of Cook County, Cook County Treasurer, Cook County Clerk, Cook County Assessor, Chief Judge of the Circuit Court of Cook County, Board of Review, the Office of the Independent Inspector General, the Cook County Land Bank Authority, and the Public Administrator.

Alternative Worksite means an employee’s work location other than the County employee’s Official Worksite. This definition may include an Employee or Official’s residence when telecommuting or may include the location of a field assignment or 3rd party meeting in certain circumstances.

Appropriate Authorizing Party (or designee) means the Employee or Official authorized to commit County resources and to preapprove expenses for purposes of reimbursement and to approve reimbursements under this policy, per section (J)(1)(c) below.

Appropriated Funds or Funding means money allocated by legislation passed by the Cook County Board of Commissioners and signed by the President of the Board of Commissioners, whether from an annual appropriation, multi-year appropriation, appropriated user fee, mandatory appropriation, or reimbursements from such appropriations, etc.

Business and/or Travel Expense Reimbursement Form means the reimbursement form submitted by the Employee or Official to the Appropriate Approving Party for authorization of expense reimbursement.

Common carrier means Non-local travel by airplane, train (i.e., Amtrak, or similar), bus (i.e., Greyhound, or similar).

Commuting means travel between the Official’s or Employee’s residence and the Official’s or Employee’s Official Worksite.

County means Cook County.

County vehicle means travel by pool fleet or similar.

Employee means an individual employed by an Agency.



COOK COUNTY BUREAU OF FINANCE

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Effective: July 15, 2023

Supersedes: FY2017

Page 4 of 21

Local travel means travel within a 60-mile radius from the Official’s or Employee’s Official Worksite, for official County business.

Necessary Business Expenses mean authorized out-of-pocket expenses or losses that are incurred by the Official or Employee in the discharge of employment or official duties, that inure to the primary benefit of the County and can’t be procured under the County’s Procurement Code or Direct Pay Policy. The County will not be responsible for losses or expenses incurred due to an Employee’s or Official’s own negligence, losses due to normal wear, or losses due to theft unless the theft was due to the County’s negligence.

Non-local travel means travel in excess of a 60-mile radius from the Official’s or Employee’s Official Worksite, for official County business.

Personal leased vehicle means travel by a leased vehicle, or similar, that is not a vehicle that is leased by the County as part of the County’s fleet.

Personally owned or Personal vehicle means travel by a vehicle that is personally owned by the Employee, Official, or similar.

Official Worksite means the worksite to which the Official or Employee is typically assigned.

Pre-Authorization Form means the form submitted by the Requester seeking reimbursement for a Necessary Business Expense.

Public transportation means local travel by CTA, Pace, Metra, or similar.

Rental Car means travel by vehicle hired from a car rental agency for a short period of time during Non-local official County business.

Requester means the Employee or Official seeking reimbursement.

Ride share or ride sharing means travel by Taxi, Shuttle, Lyft, Uber, Divvy, Zip Car, or similar.

Transportation Expense Voucher means a mileage reimbursement voucher for authorized use of personally owned vehicles in the conduct of official County business.



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Effective: July 15, 2023

Supersedes: FY2017

Page 5 of 21

I. Responsibilities of Employees, Management, and County Officials

Employees and Officials requesting Necessary Business Expense reimbursements are responsible for ensuring that the reimbursement request is truthful and accurate, complies with all applicable policies, is properly authorized before the expense is incurred, and is supported by the required receipts and documentation. Strict conformance with this policy is required to ensure eligibility for reimbursement when incurring expenses on behalf of the County and/or requesting expense reimbursements. Fraudulent or improper submissions for reimbursement may lead to disciplinary action or ethics fines/penalties. In addition, using or attempting to use this expense reimbursement policy when an Employee or Official should be using the Procurement Code process to purchase items or services on behalf of the County may lead to the expense being ineligible for reimbursement.

Moreover, any Employee or Official who receives an unauthorized or an erroneously issued reimbursement payment from the County, must immediately return such payment within thirty (30) days from the time the Employee or Official has become aware of the unauthorized or erroneous reimbursement or notice from the Comptroller’s Office or the Budget Office. Failure to comply with this provision will result in disciplinary or other appropriate action depending on the Employee(s) or Officials(s) involved and the specific circumstances. In the event repayment is made by an Employee or Official through payroll deduction, the Comptroller’s Office will handle in accordance with its procedures for payroll deductions.

Strict adherence to the County’s Code of Ethical Conduct and Office of the Independent Inspector General Ordinance is required. Expenditures that do not comply with the County’s Ethics Ordinance or Office of the Independent Inspector General Ordinance and this policy shall be denied and may be referred to the Board of Ethics or Inspector General for investigation. For example, expenditures made in connection with “prohibited political activity,” as defined in section 2-562 of the Cook County Code, shall not be reimbursed.

Each Appropriate Authorizing Party is responsible for ensuring that all expenditures made on behalf of the County comply with all applicable policies. Additionally, each Appropriate Authorizing Party is accountable for the appropriate use of County funds and must verify that all Necessary Business Expenses are budgeted and charged to the proper account(s). In addition, before approving any expense reimbursement, the Authorizing Party must ensure that the requesting Employee or Official received pre-authorization to incur the expense where required, the expense is legitimate, properly documented, and, if proper procedures are not followed, not approving the reimbursement request. Failure to adhere to these



COOK COUNTY BUREAU OF FINANCE

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Effective: July 15, 2023

Supersedes: FY2017

Page 6 of 21

obligations may result in appropriate corrective action, including but not limited to disciplinary action, depending on the Employees(s) or Official(s) involved and the specific circumstances.

The Chief Financial Officer has designated the Director of Budget and Management Services to monitor County practices to ensure compliance with, and answer questions concerning, the information presented in this policy.

J. Policy and Procedures

- I. General. The County has a fiduciary responsibility to ensure County resources are used responsibly and that Employees and Officials do not incur inappropriate or excessive expenses or gain financially from the County. Necessary Business Expenses will be reimbursed in accordance with IRS guidelines and with the provisions of this policy, provided there is sufficient funding for this purpose in the Department’s budget and doing so would not circumvent the Cook County Procurement Code. A Necessary Business Expense must have a clear and legitimate business purpose. All out of country travel-related expenditures will conform to the IRS guidelines and the U.S. General Services Administration whenever possible. See, <https://www.gsa.gov/travel-resources>. Where compliance with IRS and the U.S. General Services Administration guidelines cannot be met, approval of such expense must be documented by the Appropriate Authorizing Party. Excessive costs or unjustifiable costs are not acceptable and will not be reimbursed.
 - (a) *Appropriated Funding*. Expenditures shall be charged to the appropriate account of the department incurring the expense, as designated in the department’s annual appropriation.
 - (b) *Grant requirements*. Expenditures connected to and/or funded by a grant (or contract) shall be made in accordance with the grantor’s requirements, and reimbursement will be made at the rate specified by the grant (or contract), or if no specified rate, at the County’s rate defined by this policy.
 - (c) *Appropriate Authorizing Party*. Necessary Business Expenses using the Pre-Authorization Form must be submitted for pre-authorization to the Requester’s:



COOK COUNTY BUREAU OF FINANCE

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Effective: July 15, 2023

Supersedes: FY2017

Page 7 of 21

- (1) Department Head, if requested by an Employee within the Department Head’s Department except where the Bureau Chief has indicated by internal memo or policy that Bureau Chief approval is required;
- (2) Bureau Chief, if requested by a Department Head;
- (3) Chief of Staff, if requested by a Bureau Chief;
- (4) Employing Official, if requested by a Chief of Staff or
- (5) Where there is no person in a higher-level position within the Requester’s organizational chart to authorize the expense, such as an Official, the reimbursement request shall be referred to the Agency’s Chief of Staff, where applicable or the Budget Director if the Agency does not employ a Chief of Staff for pre-authorization.

Individuals are strictly prohibited from authorizing their own requests to incur and be reimbursed for a Necessary Business Expense. The Appropriate Authorizing Party must confirm there is available funding in the Agency’s appropriated annual budget prior to approving the Pre-Authorization Form.

- (d) *Tax Exempt Status.* Expenditures must exclude sales tax to the extent permitted under law. Tax exempt certificates may be requested in advance of expenditures through the Office of the Chief Procurement Officer by emailing taxexemptrequest@cookcountyil.gov. Use of vendors who will not accept tax exempt certificates are prohibited absent exigent circumstances.

II. INELIGIBLE EXPENSES

The following expenses are **not** Necessary Business Expenses and shall **not** be reimbursed under this policy:



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Effective: July 15, 2023

Supersedes: FY2017

Page 8 of 21

- A. Expenditures made in connection with “prohibited political activity,” as defined in section 2-562 of the Cook County Code or that violate the Ethics Code, 2-560 et. seq.;
- B. Expenses incurred without proper pre-authorization unless otherwise approved in writing by the Appropriate Authorizing Party;
- C. Expenses incurred in excess of the allowable limits in this policy unless otherwise approved in writing by the Appropriate Authorizing Party as set forth herein;
- D. Expenses for leasing or purchasing items for workspace/office, such as furniture, technology equipment, computer hardware or software, cell phones, electronic services or support, or decorative items. To the extent that items, furniture, technology equipment, computer hardware or software, and/or equipment are needed because of or based on an ADA reasonable accommodation request, please refer to the Agency Reasonable Accommodation Policy for Employees and Applicants with Disabilities.
- E. Expenses incurred in connection with normal commuting between home and work, including but not limited to mileage, parking, and toll expenses;
- F. Expenses for personal meals or other food or drink items while remaining local and not traveling out of the County on official business;
- G. Traffic citations, parking tickets, and other fines, fees, penalties, or costs related to parking or moving violations;
- H. Lost or stolen cash or personal property;
- I. Monthly payments for leasing personal vehicles, except payments for vehicles leased by an Official for both business and personal use (with reimbursement amount limited to the portion



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Effective: July 15, 2023

Supersedes: FY2017

Page 9 of 21

expended for business use) in accordance with Cook County Ordinance Section 34-40 and approved by the Appropriate Authorizing Party;

- J. Personal calls;
- K. Personal items, including but not limited to toiletries, luggage, clothing, medications, appliances, and decorative items;
- L. Personal entertainment items, including but not limited to, magazines, books, movie rentals, and event tickets (sporting, theater, musical, etc), and/or recreational activities;
- M. Alcoholic beverages, tobacco products or controlled substances;
- N. Food, except as permitted pursuant to Sections III.A. and III.B. below;
- O. Supplies for office events;
- P. Sponsorships or donations;
- Q. Kitchen textiles (e.g. napkins, cups, utensils, etc.);
- R. Appliances (e.g. microwaves, refrigerators, toasters);
- S. Sporting goods;
- T. Flowers, gift cards, and gifts, or similar types of costs;
- U. Credit card or other late fees due to the Employee’s or Official’s actions;
- V. Charges related to modifications to travel arrangements, including but not limited to itinerary changes or cancellations, unless such change or cancellation is based on an exigent circumstance



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Supersedes: FY2017

Page 10 of 21

not within the Employee’s or Official’s own making and for which the Employee or Official is unable to receive a reimbursement or credit against the travel arrangement;

- W. Convenience fees, including but not limited to, early check-in, late check-out, and TSA pre-check;
- X. Hotel incidentals, such as, but not limited to, room upgrades, room service, health club fees, in-room entertainment fees, and laundry fees;
- Y. Flight insurance or other supplemental travel insurance;
- Z. Guest travel costs and expenses;
- AA. International travel, without written pre-authorization from the Appropriate Authorizing Party and the Budget Director, as applicable;
- BB. Personal portions of a trip combined with business travel, including but not limited to extended stays and travel to/from other destination(s);
- CC. Upgrades, including but not limited to, special “club” floors or access, seat or cabin upgrades, premium fuel, premium rides, valet parking; and,
- DD. Other expenses of a purely personal nature and not listed as reimbursable in these guidelines.

III. ELIGIBLE REIMBURSABLE NECESSARY BUSINESS EXPENSES

The following expenses are considered Necessary Business Expenses that are eligible for reimbursement contingent on compliance with this policy.

A. Food Supplies

Appropriated Funds shall not be used to purchase food, except in the following limited circumstances.

- 1. Ceremonial Events: The use of Appropriated Funds to provide light refreshments, such as snacks and beverages, at County sponsored, public facing ceremonial events when it has been determined that such food would materially enhance the event in furtherance of the objectives of the event is permissible.



COOK COUNTY BUREAU OF FINANCE

POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY

Applicable Forms may be found at:

<https://www.cookcountyil.gov/service/travel-and-business-expenses-policy-and-procedures>

Effective: July 15, 2023

Supersedes: FY2017

Page 11 of 21

2. Budget Hearings and Board Meetings: The use of Appropriated Funds by the Secretary to the Board to provide food for Officials and Employees actively participating in budget hearings or board meetings, to facilitate the efficient and timely resolution of such hearings before the Board of Commissioners, is permissible.
3. Community Events: The use of Appropriated Funds to provide light refreshments, such as snacks and beverages, at County sponsored community engagement events when it has been determined that such food would materially enhance public participation in furtherance of the objectives of the event is permissible.
4. Employee Morale Events. The use of Appropriated Funds to provide light refreshments, such as snacks and beverages or to provide lunch, for Officials and/or Employees scheduled to boost Employee morale or in recognition of Employees when it has been determined by the hosting Agency that such food would materially enhance participation and boost morale in furtherance of the objectives of the event is permissible. Employee morale events may be hosted occasionally and the cost of any such event is limited to \$20 per person.
5. Trainings: The use of Appropriated Funds to provide light refreshments, such as snacks and beverages for training events, or meals at full-day or after hour training events hosted by an Agency is permissible.

B. Registration Fees

Registration fees for non-County government conferences, meetings, seminars, training sessions, professional development, continuing education related to professional licensing requirements or similar events may be reimbursed. Reimbursements may include the cost of any food included in the registration fee. Every effort should be made to take advantage of early registration or group rate discounts. Employees and Officials must execute their registration in accordance with Section IV. below.

C. Professional Licensing Fees and Certifications

Licensing, registration or certification fees that are related to and required by federal, state or local statutes and ordinances that are required as a condition of being hired and holding an employee’s position may be



COOK COUNTY BUREAU OF FINANCE

POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY

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<https://www.cookcountyil.gov/service/travel-and-business-expenses-policy-and-procedures>

Effective: July 15, 2023

Supersedes: FY2017

Page 12 of 21

reimbursed. Employees and Officials must execute reimbursements for such requests in accordance with Section IV. below.

D. Travel Expenses

In order for an Employee or Official to be eligible for reimbursement for travel expenses, all travel for official County business should be prudently planned so that the County’s best interests are served at the most reasonable cost considering travel time and work requirements. Employees and Officials should make best efforts to execute their Local and Non-local travel requirements at the lowest reasonable costs to the County by purchasing ticket(s) in advance, searching for lowest prices, requesting the government rate where available or utilizing a travel agent, etc.

- I. Types of Travel that are Eligible for Reimbursement. The County recognizes the following activities as appropriate travel purposes for official County business:
 - (a) Delivery of legislative testimony or address legislative agenda;
 - (b) As a stipulation or condition of grant funding or otherwise required for County or federal certification;
 - (c) Presentation on behalf of the County at a conference, meeting, seminar, training session, or similar;
 - (d) Financial or tax audit;
 - (e) Site visit or operational evaluation related to Agency improvement efforts;
 - (f) Court proceeding or case preparation, where the Employee is appearing on behalf of the County or the Employee needs to engage in witness preparation, investigation or take depositions.
 - (g) Law enforcement, building and zoning, revenue, ethics, environmental, medical examiner or other investigation approved by the Appropriate Authorizing Party; and



COOK COUNTY BUREAU OF FINANCE

POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY

Applicable Forms may be found at:

<https://www.cookcountyil.gov/service/travel-and-business-expenses-policy-and-procedures>

Effective: July 15, 2023

Supersedes: FY2017

Page 13 of 21

- (h) Attendance at a conference, meeting, seminar, training session, or similar, provided that the topic is of critical interest to the County; representation at the event is in the best interest of the County; and the topic is related to an Employee's or Official's professional development. Agencies should attempt to limit the number of attendees by event.
- 2. Modes of Local Travel. Authorized modes of transportation for Local Travel include: (1) public transportation; (2) County vehicles; (3) taxi, ride sharing; and (4) Personally owned or Leased vehicles (approved by the Appropriate Authorizing Party).
- 3. Modes of Non-local Travel. Authorized modes of transportation for Non-local travel include County vehicles, Personally owned or Leased vehicles if approved by the Appropriate Authorizing Party, Rental Car, and Common Carriers.
- 4. General rule for travel. Travel expenses are eligible for reimbursement provided that the least expensive mode of transportation is used, considering travel time, cost, and work requirements unless otherwise approved by the Appropriate Authorizing Party. Please note that employees who receive a stipend are not eligible for mileage reimbursement.
- 5. Eligible Local Transportation Reimbursable Expenses: Local travel that is performed for official County business may be permissible if authorized by the Appropriate Approving Party.
 - (a) *Travel by County vehicle*. When the Employee or Official uses a County vehicle, only fuel, parking, and toll expenses are eligible for reimbursement.
 - (b) *Travel by taxi or ride share*. When the Employee or Official uses a taxi or ride sharing company, the total metered fare (including surcharges and fees) is eligible for reimbursement. Tipping on taxis or ride sharing may not exceed \$2.00, or 20% of the metered fare, whichever amount is greater.
 - (c) *Travel by Personal vehicle*. When the Employee or Official uses a Personal vehicle per the approval of the Appropriate Authorizing Party, only mileage, parking, and toll expenses are eligible for reimbursement. Mileage reimbursement for County business is limited to the current standard IRS deduction rate for business related



COOK COUNTY BUREAU OF FINANCE

POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY

Applicable Forms may be found at:

<https://www.cookcountyil.gov/service/travel-and-business-expenses-policy-and-procedures>

Effective: July 15, 2023

Supersedes: FY2017

Page 14 of 21

transportation currently in effect and authorized by the Bureau of Finance. The mileage must be supported by detailed mileage logs including date(s) of travel, number of miles driven, locations traveled to and from, and business purpose. All mileage requested to be reimbursed will be calculated using the County’s Transportation Expense Voucher System (TEVS) to prepare a mileage reimbursement voucher which can be found at (<https://apps.cookcountyil.gov/voucher/public/>). The voucher shall be submitted along with the Business and/or Travel Expense Reimbursement Form to the Appropriate Authorizing Party.

- i. Normal commuting to and from the Employee’s or Official’s Personal residence and their Official Worksite or an Agency pre-approved Alternative Worksite is not eligible for mileage reimbursement. However, if the mileage to an Alternative Worksite is greater than the normal commute to and from the Official Worksite, then the Employee or Official is entitled to reimbursement for mileage in excess of their normal commute.
- ii. When approved Local Travel is required during the workday, the Employee or Official is entitled to reimbursement for the mileage to and from the Official Worksite or Alternative Worksite and the site(s) visited. Only the most direct route mileage (mileage from residence to first location and last location to residence is deemed commuting mileage and shall not be reimbursed in the mileage calculator) from the Official Worksite where applicable to the site(s) visited and back to the Official Worksite will be reimbursed.
- iii. The IRS per-mile rate is generally established annually (but may be subject to a mid-year increase) and covers the total cost of operating a personally owned vehicle for Local Travel, including such items as gasoline, oil, maintenance, repairs, etc.
- iv. The Employee or Official must carry liability and property damage insurance for business use of their Personal or Personally leased vehicle and submit a copy of these insurance policies to the appropriate personnel within



COOK COUNTY BUREAU OF FINANCE

POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY

Applicable Forms may be found at:

<https://www.cookcountyil.gov/service/travel-and-business-expenses-policy-and-procedures>

Effective: July 15, 2023

Supersedes: FY2017

Page 15 of 21

their department. The Employee or Official’s personal insurance is primary in the event of an accident.

6. Eligible Non-Local Transportation Reimbursable Expenses: Non-Local Travel that is performed for official County business may be permissible if authorized by the Appropriate Approving Party.

(a) *Travel by Personal vehicle*. When the Employee or Official uses a Personal vehicle per the approval of the Appropriate Authorizing Party, only mileage, parking, and toll expenses are eligible for reimbursement. Mileage reimbursement for County business is limited to the current standard IRS deduction rate for business related transportation currently in effect and authorized by the Bureau of Finance. The mileage must be supported by detailed mileage logs including date(s) of travel, number of miles driven, locations traveled to and from, and business purpose. All mileage requested to be reimbursed will be calculated using the mileage calculator in the [Transportation Expense Voucher System \(TEVS\)](#), which shall be submitted along with the Business and/or Travel Expense Reimbursement Form to the Appropriate Authorizing Party.

- i. The IRS per-mile rate is generally established annually (but may be subject to a mid-year increase) and covers the total cost of operating a personally owned vehicle for Non-local Travel, including such items as gasoline, oil, maintenance, repairs, etc.
- ii. The mileage reimbursement per trip may not exceed the cost of the lowest available non-stop, roundtrip airfare to/from the destination.
- iii. The Employee or Official must carry liability and property damage insurance for business use of their Personal or Personally leased vehicle.

(b) *Travel by Rental Car*. Travel by Rental Car is limited to Non-local travel requiring an overnight stay and must be supported by an itemized receipt which lists the date, time, location of the rental, rental rate, and vehicle class. The choice of vehicle class must be reasonable based on the circumstances. When the Employee or Official uses a rental car, only daily



COOK COUNTY BUREAU OF FINANCE

POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY

Applicable Forms may be found at:

<https://www.cookcountyil.gov/service/travel-and-business-expenses-policy-and-procedures>

Effective: July 15, 2023

Supersedes: FY2017

Page 16 of 21

rental rates, taxes, surcharges, car rental insurance, fuel, parking, and toll expenses are eligible for reimbursement.

- (c) *Travel by Common Carrier.* Travel by common carrier is limited to Non-local travel requiring an overnight stay and must be supported by itemized receipts which list the traveler’s name, the date, time, point of origin and destination, fare class purchased, and any other related costs for each leg of the trip. When the Employee or Official uses a common carrier, only the fare, taxes, surcharges, and any standard baggage fees are eligible for reimbursement. The fare reimbursement will be based on the most economical fare available that meets the requirements of the Employee’s or Official’s agenda.
- (d) *International travel.* All international travel is subject to pre-authorization by the Appropriate Authorizing Party and Budget Director. Employee’s and Official’s shall convert all foreign expenses to U.S. currency at the exchange rate applicable when the expense was paid and reflect the expenses incurred in U.S. dollars on the Business and/or Travel Expense Reimbursement Form. Official documentation of the exchange rate(s) applied to the expenses incurred, published at <https://www1.oanda.com/currency/converter/> must accompany all receipts.
- (e) *Meal and incidental expense reimbursement.* Meal and incidental expense reimbursements are limited to Non-local travel requiring an overnight stay and must be supported by itemized receipts which list the date, time, location of the purchase, and detail every individual item included on the bill. Examples of reimbursable incidental expenses may include necessary internet connection fees or cellular phone charges related to official business. Employee’s and Official’s will receive the lesser of the actual costs or the current federal travel allowance for meals and incidental expenses, including taxes and gratuity, which is capped at no more than 20% of cost of meal, published by the General Services Administration at <https://www.gsa.gov/travel/plan-book/per-diem-rates>. Gratuity for baggage handling is reimbursable so long as the cost is reasonable and does not exceed \$5.00 per handling. Reimbursement for meals and incidental



COOK COUNTY BUREAU OF FINANCE

Applicable Forms may be found at:

<https://www.cookcountyil.gov/service/travel-and-business-expenses-policy-and-procedures>

POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY

Effective: July 15, 2023

Supersedes: FY2017

Page 17 of 21

expenses shall be limited to the expenses incurred during the time spent traveling for County business. 75% of the expenses submitted for reimbursement on the first and last days of travel, and 100% of the expenses on the other days.

- (f) *Lodging reimbursement.* Lodging reimbursement is limited to Non-local travel requiring an overnight stay and must be supported by itemized receipts which list the traveler’s name, the date, time, location of the lodging, and detail every individual item included in the bill. Travelers will receive the lesser of the actual costs or the current federal travel allowance for lodging published by the General Services Administration at <https://www.gsa.gov/travel/plan-book/per-diem-rates> unless the increased rate is approved by the Appropriate Authorizing Party.
- (g) *Reimbursement for taxi or ride share.* When the Employee or Official uses a taxi or ride sharing company, the total metered fare (including surcharges and fees) is eligible for reimbursement. Tipping on taxis or ride sharing may not exceed \$2.00, or 20% of the ride - whichever amount is greater.

E. Business needs that cannot be obtained using the methods provided in the Cook County Procurement Code. On occasion, necessary business needs are unable to be met using the methods provided in the Cook County Procurement Code. The Official or Employee incurring these expenses must demonstrate it is a Necessary Business Expense with a clear and legitimate business purpose. For technology-related necessary business expenses, the Official and Employee incurring the expense must also demonstrate compliance with the Bureau of Technology’s Concurrence Process or other similarly applicable policy.

F. Miscellaneous. Any other Necessary Business Expense or loss incurred within the Official’s or Employee’s scope of employment or related to telecommuting and directly related to services



COOK COUNTY BUREAU OF FINANCE

POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY

Applicable Forms may be found at:

<https://www.cookcountyil.gov/service/travel-and-business-expenses-policy-and-procedures>

Effective: July 15, 2023

Supersedes: FY2017

Page 18 of 21

performed for the employer as permitted under Illinois Wage Payment and Collection Act, 820 ILCS 115 et. seq.

IV. **PROCESS FOR REQUESTING PRE-AUTHORIZATION FOR ELIGIBLE NECESSARY BUSINESS EXPENSES AND SEEKING REIMBURSEMENT**

A. **General:** Being reimbursed for a Necessary Business Expense reimbursement is contingent on compliance with the provisions of this policy; obtaining the appropriate pre-authorization; and completion and timely submission of the appropriate forms with supporting documentation, including but not limited to original receipts. Receipts must be legible; electronic copies including clear photographs of receipts will be accepted as originals. Where supporting documentation does not exist or is missing or lost, the Employee or Official shall submit the Affidavit for Lost Receipts form regarding any such receipts.

B. **Pre-Authorization to Incur a Necessary Business Expense:** Employees and Officials are required to obtain pre-approval before incurring any Necessary Business Expense by submitting the Pre-Authorization Form to the Appropriate Authorizing Party, and in the case of international travel, the Pre-Authorization Form must also be submitted to the Budget Director. Employees and Officials shall request authorization to incur a Necessary Business Expense using the Pre-Authorization Form at least thirty (30) calendar days in advance of having to incur the expenditure or loss so the Appropriate Authorizing Party has an opportunity to assess and potentially approve the request in accordance with this policy. If the pre-authorization or the thirty (30) day period is not practicable, the Requester must provide a justification on the Pre-Authorization Form and/or Reimbursement Form for deviating from the 30 day requirement.

I. Eligible Necessary Business Expenses other than travel.

The Pre-Authorization Form must be completed by the Requester and sent to the Appropriate Approving Party supported by:

- i. the details of the expense(s) to be incurred, including the amount and when and where the purchase or expense will be made;
- ii. the reason and purpose of the purchase or expense; and



COOK COUNTY BUREAU OF FINANCE

POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY

Applicable Forms may be found at:

<https://www.cookcountyil.gov/service/travel-and-business-expenses-policy-and-procedures>

Effective: July 15, 2023

Supersedes: FY2017

Page 19 of 21

iii. why the item is not being purchased using the methods provided in the Cook County Procurement Code.

2. Travel Expenses.

(a) To request Local or Non-local travel authorization, the Pre-Authorization Form must be completed by the Requester and sent to the Appropriate Approving Party supported by an agenda and estimate of travel costs. The Documentation regarding anticipated meal and lodging costs shall be included along with the current federal travel allowance for lodging and per diem meal rates published by the General Services Administration at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

(b) For regularly re-occurring Local or Non-local travel that would be considered a Necessary Business Expense, the Appropriate Approving Party has the discretion to establish a process to pre-approve such travel.

C. **Appropriate Authorizing Party.** To authorize incurring Necessary Business Expenses, the Pre-Authorization Form must be reviewed and approved by the Appropriate Authorizing Party. By signing the Pre-Authorization Form, the Appropriate Authorizing Party certifies:

1. the expenditure is a Necessary Business Expense as provided by this policy, including the appropriateness of the expenditure and the reasonableness of the amount;
2. the Requester has submitted a completed and accurate Pre-Authorization Form with required supporting documentation; and
3. Appropriate Funding is available to pay for the expense.

In addition, if the Appropriate Authorizing Party determines that the requested expenditure is not necessary or should be requested through the Procurement Code process, then the Employee or Official shall not incur the expense on the County's behalf and will not be entitled to reimbursement under this policy.



COOK COUNTY BUREAU OF FINANCE

POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY

Applicable Forms may be found at:

<https://www.cookcountyil.gov/service/travel-and-business-expenses-policy-and-procedures>

Effective: July 15, 2023

Supersedes: FY2017

Page 20 of 21

D. Submission of Reimbursement Requests, Review and Approval.

1. All requests seeking reimbursement, with the appropriate supporting documentation and Business and/or Travel Expense Reimbursement Form, must be submitted to the Appropriate Authorizing Party within 60 calendar days of the later of (1) incurring the expense or (2) the business purpose, travel, or event has occurred. By signing the Business and/or Travel Expense Reimbursement Form, the Requester attests to its truthfulness and assumes personal responsibility for its accuracy.
2. Submission of the Business and/or Travel Expense Reimbursement Form to the Appropriate Authorizing Party shall also include:
 - (a) A copy of the approved Pre-Authorization Form;
 - (b) Copies of itemized receipts for all expenses; and
 - (c) If a receipt is lost or does not exist, the Requester needs to complete the Affidavit for Lost Receipts Form to attest to the incurring of such expense and why no documentation is being submitted to support the particular expense reimbursement request.
3. Within 21 calendar days of receipt of the Business and/or Travel Expense Reimbursement request, the approved request by the Appropriate Authorizing Party and the supporting documentation shall be sent by the Appropriate Authorizing Party to the department's assigned Budget Analyst in Budget. By approving the reimbursement request and forwarding to the Budget Analyst, the Appropriate Authorizing Party certifies the appropriateness of the expenditure and the reasonableness of the amount; the availability of Appropriated Funds; compliance with applicable reimbursement policies; and completeness of supporting documentation.
4. Review of all requests for reimbursement shall be timely made by Budget. Upon review, Budget will approve the request, return the request to the Appropriate Approving Party for correction or supplementation (i.e., credit card statement and Affidavit for Lost Receipts Form, in the event of lost receipts), or deny the request as not being in compliance with



COOK COUNTY BUREAU OF FINANCE

POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY

Applicable Forms may be found at:

<https://www.cookcountyil.gov/service/travel-and-business-expenses-policy-and-procedures>

Effective: July 15, 2023

Supersedes: FY2017

Page 21 of 21

this Policy. If approved, Budget will submit the reimbursement request to the Comptroller’s Office for payment and copy the Appropriate Authorizing Party regarding the payment request. Failure to timely correct or supplement a request for reimbursement as required by Budget shall result in denial of reimbursement.

5. Timing and method of reimbursement payment. Employees or Officials will receive authorized reimbursements as part of their next regular paycheck during the pay period following the expense having been incurred, and the reimbursement request being processed, provided compliance with this Policy and the procedures established herein. Advanced payments to the requestor are strictly prohibited under this policy.

E. Resources

General information concerning this Policy may be obtained by contacting the Chief Financial Officer (or designee).

F. Related Policies

- The Cook County Procurement Code
- The County’s Vehicle Collision Policy
- The County’s Fuel Use Policy
- The County’s AVL GPS Policy
- The County’s Vehicle Policy
- Applicable Agency Reasonable Accommodation Policy for Employees and Applicants with Disabilities
- Applicable Agency Telecommuting Policy
- Applicable Agency Tuition Reimbursement Policy
- The County’s Ethics Ordinance

G. Non-Compliance

Failure to comply with the provisions of this policy may result in denial of reimbursement and/or subject an Employee or Official to discipline, up to and including discharge, in accordance with the personnel rules and/or collective bargaining agreement, if applicable, and ethics fines or penalties.

Attachment D

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input checked="" type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2103-06221-A3	Date: August 25, 2024
Total Bid or Proposal Amount: \$9,823,700.00	Contract Title: Contract No. 2103-06221, for Geographic Information Systems Enterprise Software
Contractor: Environmental Systems Research Institute, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: N/A
Authorized Contact for Contractor: Yolanda Richards	Authorized Contact for Subcontractor/Supplier/ Subconsultant: N/A
Email Address (Contractor): service@esri.com	Email Address (Subcontractor): N/A
Company Address (Contractor): 380 New York Street	Company Address (Subcontractor): N/A
City, State and Zip (Contractor): Redlands, CA 92373	City, State and Zip (Subcontractor): N/A
Telephone and Fax (Contractor): 888-377-4575	Telephone and Fax (Subcontractor): N/A
Estimated Start and Completion Dates (Contractor): 12/01/2024 - 11/30/2027	Estimated Start and Completion Dates (Subcontractor): N/A

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Enterprise Agreement	N/A


The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Environmental Systems Research Institute, Inc.

 Contractor
 Timothy Brazeal

 Name

 Manager, Commercial & Government Contracts

 Title


 Prime Contractor Signature
 Aug 27, 2024

 Date






Adobe Sign Agreement - From Request

Final Audit Report

2024-08-27

Created:	2024-08-27
By:	Eula Robinson (erobinson@esri.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjS1stYKh1Uoj04ISQILyHYCugT70kkp_

"Adobe Sign Agreement - From Request" History

-  Document created by Eula Robinson (erobinson@esri.com)
2024-08-27 - 5:51:12 PM GMT- IP address: 13.110.78.8
-  Document emailed to Timothy Brazeal (Tbrazeal@esri.com) for signature
2024-08-27 - 5:51:49 PM GMT
-  Email viewed by Timothy Brazeal (Tbrazeal@esri.com)
2024-08-27 - 6:58:43 PM GMT- IP address: 104.47.57.126
-  Document e-signed by Timothy Brazeal (Tbrazeal@esri.com)
Signature Date: 2024-08-27 - 6:59:39 PM GMT - Time Source: server- IP address: 130.41.95.213
-  Agreement completed.
2024-08-27 - 6:59:39 PM GMT



OFFICE OF CONTRACT COMPLIANCE

NICOLE N. MANDEVILLE

DIRECTOR, CONTRACT COMPLIANCE

161 N. Clark – 23rd Floor • Chicago, Illinois 60601 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

TARA STAMPS
1st District

VACANT
2nd District

BILL LOWRY
3rd District

STANLEY MOORE
4th District

MONICA GORDON
5th District

DONNA MILLER
6th District

ALMA E. ANAYA
7th District

ANTHONY QUEZADA
8th District

MAGGIE TREVOR
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

BRIDGET DEGNEN
12th District

JOSINA MORITA
13th District

SCOTT R. BRITTON
14th District

KEVIN B. MORRISON
15th District

FRANK AGUILAR
16th District

SEAN M. MORRISON
17th District

September 11, 2024

Mr. Raffi Sarrafian
Chief Procurement Officer
161 N. Clark, Suite 2300
Chicago, IL 60601

Re: Contract No.: 2103-06221 Amendment 3
Geographic Information Systems Enterprise Software
Bureau of Technology

Contractor: Environmental Systems Research Institute, Inc. (ESRI)
Original Contract Value: \$4,916,400.00
Original Contract Term: 11/1/2021 – 10/31/2024
Amendment 1 incorporated Attachment A and revised terms and language with no change to the contract value or duration
Amendment 2 incorporated Attachment A and revises language in sections Article 4, "Term of Agreement" and Article 11, "Notices" and extended the contract one month with no change to contract value
Revised Contract Term: 11/1/2021 – 11/30/2024
Amendment 3 extends the contract three years beginning on December 1, 2024 through November 30, 2027, and increases the contract by \$4,907,300.00 from \$4,916,400.00 to total contract value of \$9,823,700.00
Revised Contract Value: \$9,823,700.00
Revised Contract Term: 11/1/2021 – 11/30/2027
Sole Source – Professional Services
Contract Goal: 0% MWBE

Dear Mr. Sarrafian:

The Office of Contract Compliance is in receipt of the above-referenced contract amendment and has determined a 0% MWBE participation goal was recommended and does not require the Office of Contract Compliance to review for MBE/WBE compliance with the Minority- and Women-owned Business Enterprises (MBE/WBE) Ordinance.

Sincerely,

Jeanetta Cardine
Contract Compliance Deputy Director
JC/db/mk

cc: Suhail Khan, OCPO
Todd Schuble, Geographic Information Systems

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at www.cookcountyil.gov/contractcompliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

II. **Direct Participation of MBE/WBE Firms** **Indirect Participation of MBE/WBE Firms**

NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: N/A
Address: N/A
E-mail: N/A
Contact Person: N/A Phone: _____
Dollar Amount Participation: \$ N/A
Percent Amount of Participation: _____ %
*Letter of Intent attached? Yes N/A No _____
*Current Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: N/A
Address: N/A
E-mail: N/A
Contact Person: N/A Phone: N/A
Dollar Amount Participation: \$ N/A
Percent Amount of Participation: N/A %
*Letter of Intent attached? Yes _____ No _____
*Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: N/A

Certifying Agency: N/A

Contact Person: N/A

Certification Expiration Date: N/A

Address: N/A

Ethnicity: N/A

City/State: N/A Zip: _____

Bid/Proposal/Contract #: N/A

Phone: N/A Fax: _____

FEIN #: N/A

Email: N/A

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes – Please attach explanation. Proposed Subcontractor(s): N/A

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

N/A

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

N/A

Print Name

N/A

Firm Name

Date

Subscribed and sworn before me

this ____ day of _____, 20____.

Notary Public _____

SEAL

Signature (Prime Bidder/Proposer)

N/A

Print Name

N/A

Firm Name

N/A

Date

Subscribed and sworn before me

this ____ day of _____, 20____.

Notary Public _____

SEAL

PETITION FOR PARTIAL OR FULL WAIVER – FORM 3

Bidder/Proposer: Environmental Systems Research Institute, Inc.

Contract No./Title: 2103-06221

A. BIDDER/PROPOSER HEREBY REQUESTS:

- | | |
|---|---|
| <input checked="" type="checkbox"/> FULL MBE WAIVER | <input type="checkbox"/> PARTIAL MBE WAIVER |
| <input checked="" type="checkbox"/> FULL WBE WAIVER | <input type="checkbox"/> PARTIAL WBE WAIVER |
| <input checked="" type="checkbox"/> FULL DBE WAIVER | <input type="checkbox"/> PARTIAL DBE WAIVER |

B. REASON FOR PARTIAL/FULL WAIVER REQUEST:

Bidder/Proposer shall check each item applicable to its overall reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract.
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation.
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid.
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms.

GOOD FAITH EFFORT TRANSPARENCY REPORT

C. GOOD FAITH EFFORTS TO OBTAIN PARTICIPATION (attach sheets as necessary as Schedule 1)

Bidder/Proposer shall explain and detail the following Good Faith Efforts undertaken to meet Cook County's contract specific goals.


1. Please attach to this form a detailed list of any and all PCEs, stating the PCE certification (MBE and/or WBE as defined by the Cook County Municipal Code) and with whom from the contacted PCEs the Bidder/Proposer engaged, contacted, and/or communicated with in the County's Market Place;

Timelines:

- a. When the Bidder/Proposer knew of the bid;
 - b. When the Bidder/Proposer contacted the PCE(s);
 - c. When the Bidder/Proposer formulated its bid and utilization plan; and
 - d. When was the bid request due date.
2. The number of timely attempts to contact PCEs providing the type of supplies, equipment, goods, and/or services required for the Procurement, including but not limited to;
 - a. Dates of each contact attempt for each contacted PCE;
 - b. Whom, if anyone, the Bidder/Proposer communicated and/or corresponded (including written, virtual, digital, electronic, and other feasible methods of communication);
 - c. The number of unsuccessful attempts to communicate or correspond with PCEs; and
 - d. Attach copies of all solicitations to contacted PCEs.
3. How the Bidder/Proposer proposed to divide the procurement requirements into small tasks and/or quantities into economically feasible units to promote PCE participation.
4. Whether and to what degree the requesting party will endeavor to maximize indirect participation.
5. Detailed explanation of use, if any, of the Office of Contract and Compliance services and staff.
6. Detailed explanation of timely notification and usage of services and assistance provided by community, minority, and/or women business organizations.
7. Attach any other documentation relative to Good Faith Efforts in complying with MBE and WBE participation.

GOOD FAITH EFFORT TRANSPARENCY REPORT

By signing below, I affirm under penalty of perjury the information provided in the Petition for Full or Partial Waiver/Good Faith Effort Transparency Report is truthful, accurate, and complete, to the best of my knowledge and capacity. I agree any finding of false, fraudulent, and/or otherwise misleading information will automatically disqualify the request for a waiver and Cook County's Office of Contract Compliance reserves the right to pursue additional actions and/or remedies against the requesting Bidder/Proposer.

 Timothy Brazeal (Aug 27, 2024 09:55 PDT)	Mgr., Commercial & Government Contracts	Aug 27, 2024
Signature and Title of Bidder/Proposer	Title	Date



Cook County
Office of the Chief Procurement Officer

Economic Disclosure Statement Recertification Affidavit

Applicant/Holder Name: Environmental Systems Research Institute, Inc. Contract #: 2103-06221

Address: 380 New York Street City: Redlands

County: San Bernardino State: CA Zip: 92373-8100

Phone: 909-793-2853 Email: service@esri.com

Instructions

If the Applicant is a corporation, the President must execute this affidavit. If executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization, satisfactory to the County that permits the person to execute this affidavit for the corporation.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute this affidavit, unless one partner or joint venturer has been authorized to sign.

If the Applicant is a member-managed LLC all members must execute this affidavit, unless otherwise provided in the operating agreement, resolution or other corporate documents.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute this affidavit.

This recertification is being submitted in connection with

Contract Name: Geographic Information Systems Enterprise Software

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this Economic Disclosure Statement ("EDS") recertification on behalf of the Applicant/Holder, (2) warrants that all certifications and statements contained in the Applicant/Holder's last submitted EDS dated 5/29/2024 are true, accurate and complete as of the date furnished to the County and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

Recertification of:

- Certifications (SECTION 2), if applicable, as updated on:
- Economic and Other Disclosures (SECTION 3), if applicable, as updated on:
- Cook County Child Support Affidavit (Please submit any additional Child Support Obligations as an attachment to this form), if applicable, as updated on:
- Cook County Disclosure of Ownership Interest Statement, if applicable, as updated on:
- Cook County Board of Ethics Familial Relationship Disclosure Form, if applicable, as updated on:
- Cook County Affidavit for Wage Theft Ordinance (SECTION 4), if applicable, as updated on:

If your recertification of any of the above is related to information contained in an updated form submitted after the last submitted full EDS, please indicate the date such information was updated.

IMPORTANT: If you are unable to re-certify any section(s) of your previous EDS, please submit a truthful, fully updated version of that section(s) of the EDS including separate signatures where required.

By: Environmental Systems Research Institute, Inc.
(Print or type legal name of Applicant/Holder)

Date: 27 August 2024


President or authorized signatory (Signature)

Print or type name of President or authorized signatory:

Timothy Brazeal

Title of signatory:

Manager, Commercial & Government Contracts

Subscribed and sworn to before me on this 27 day of August, 2024

Notary Public Signature: See attached, per CA State Law. Seal:

CALIFORNIA JURAT

GOVERNMENT CODE § 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Bernardino

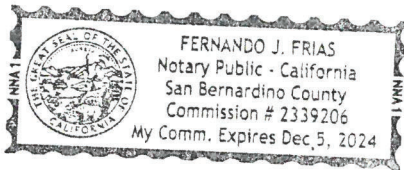
Subscribed and sworn to (or affirmed) before me on

this 24 day of August, 2024, by
Date Month Year

(1) Timothy Brazeal

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Place Notary Seal and/or Stamp Above

Signature *Fernando J. Frias*
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____



COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

“*Familial relationship*” means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Halfsister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Environmental Systems Research Institute, Inc.

Address of Person Doing Business with the County: 380 New York Street, Redlands, CA 92373

Phone number of Person Doing Business with the County: 909-793-2853

Email address of Person Doing Business with the County: service@esri.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
Contracts and Legal Services Department, 909-793-2853

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 2103-06221 A3

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ \$9,823,700.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: _____

Suhail Khan, Contract Negotiator, Office of the Chief Procurement Officer, 312-603-1486, suhail.khan@cookcountyl.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

Todd Schulbe, Director of GIS, 312-603-1411, todd.schulbe@cookcountyl.gov

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

- The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity’s board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
 FAMILIAL RELATIONSHIP DISCLOSURE FORM**

The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity’s board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	----------------------------------

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

 ZB
Timothy Brazeal (Sep 12, 2024 08:38 PDT)
 Signature of Recipient

Sep 12, 2024
 Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602
 Office (312) 603-4304 – Fax (312) 603-9988
 CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1– 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyl.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
None	
_____	_____
_____	_____
_____	_____

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?

Yes: No:

b) If yes, list business addresses within Cook County:

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: No:

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration.**

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Environmental Systems Research Institute, Inc.

D/B/A: Esri FEIN # Only: 95-2775732

Street Address: 380 New York Street

City: Redlands State: CA Zip Code: 92373-8100

Phone No.: 909-793-2853 Fax Number: 909-793-5953 Email: service@esri.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

- Sole Proprietor
 Partnership
 Corporation
 Trustee of Land Trust
 Business Trust
 Estate
 Association
 Joint Venture
 Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
"The Jack and Laura Dangermond Trust, October 7, 2000" owns 100% of the outstanding voting, equity securities of Environmental Systems Research Institute, Inc., and Jack and Laura Dangermond are the sole trustees.		

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
 If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Paul Jacob Dangermond	380 New York Street, Redlands, CA 92373	President	
Laura Dangermond	380 New York Street, Redlands, CA 92373	Vice President	
Donald J. Berry, Jr.	380 New York Street, Redlands, CA 92373	Director of Operations	

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Tamisa Greening

Name of Authorized Applicant/Holder Representative (please print or type)

Signature



tgreening@esri.com

E-mail address

Director, Contracts & Legal

Title

17 Apr 2024

Date

909-793-2853

Phone Number

Subscribed to and sworn before me
this 17 day of Apr, 2024.

My commission expires:

X

Notary Public Signature

See attached, per CA State Law.

Notary Seal

CALIFORNIA JURAT

GOVERNMENT CODE § 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Bernardino

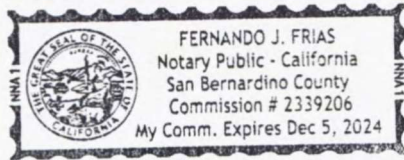
Subscribed and sworn to (or affirmed) before me on

this 17 day of April, 2024, by
Date Month Year

(1) Tamisa Greening

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature *Fernando J. Frias*
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration.**

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name The Jack and Laura Dangermond Trust, October 7, 2000

D/B/A: _____ FEIN # Only: 45-6471047

Street Address: 380 New York Street

City: Redlands State: CA Zip Code: 92373-8100

Phone No.: N/A Fax Number: 909-793-5953 Email: _____

Cook County Business Registration Number: N/A
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
"The Jack and Laura Dangermond Trust, October 7, 2000" owns 100% of the outstanding voting, equity securities of Environmental Systems Research Institute, Inc., and Jack and Laura Dangermond are the sole trustees.		

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
 If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Paul Jacob Dangermond	380 New York Street, Redlands, CA 92373	President	
Laura Dangermond	380 New York Street, Redlands, CA 92373	Vice President	
Donal J. Berry, Jr.	380 New York Street, Redlands, CA 92373	Director of Operations	

Declaration (check the applicable box):

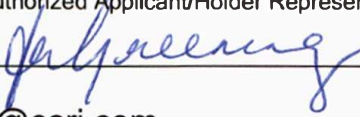
- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Tamisa Greening

Name of Authorized Applicant/Holder Representative (please print or type)

Signature



service@esri.com

E-mail address

Director, Contracts & Legal

Title

May 21, 2024

Date

909.793.2853

Phone Number

Subscribed to and sworn before me
this 21 day of May, 2024.

My commission expires:

X _____
Notary Public Signature

See attached, per CA State Law.
Notary Seal



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Bernardino

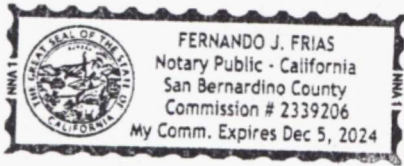
Subscribed and sworn to (or affirmed) before me on

this 21 day of May, 2024, by
Date Month Year

(1) Tamisa Greening

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Place Notary Seal and/or Stamp Above

Signature *Fernando J. Frias*
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____





COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

“*Familial relationship*” means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Halfsister |

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Environmental Systems Research Institute, Inc.

Address of Person Doing Business with the County: 380 New York Street, Redlands, CA 92373

Phone number of Person Doing Business with the County: 909-793-2853

Email address of Person Doing Business with the County: service@esrj.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
Contracts and Legal Services Department, 909-793-2853

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 2103-06221

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 4,916,000

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: _____

YNG

Yaneth Lopez, Procurement Manager, Office of the Chief Procurement Officer, Yaneth.Lopez@cookcountyil.gov, (312) 603-4476

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

Todd Schulbe, Director of GIS, (312) 603-1411, todd.schulbe@cookcountyil.gov

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

- The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County is **an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

- The Person Doing Business with the County is **a business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	----------------------------------

<hr/>	<hr/>	<hr/>	<hr/>
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Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------


<hr/>	<hr/>	<hr/>	<hr/>
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Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------

<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
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If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.



 Signature of Recipient

17 Apr 2024

 Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602
 Office (312) 603-4304 – Fax (312) 603-9988
 CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2103-06221

County Using Agency (requesting Procurement): Bureau of Technology

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Environmental Systems Research Institute, Inc.

Substantial Owner Complete Name: _____

FEIN# 95-2775732

Date of Birth: _____ E-mail address: service@esri.com

Street Address: 380 New York Street

City: Redlands State: CA Zip: 92373-8100

Home Phone: () _____

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* **YES or NO**
- No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* **YES or NO**
- No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* **YES or NO**
- No *Employee Classification Act, 820 ILCS 185/1 et seq.,* **YES or NO**
- No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* **YES or NO**
- No *Any comparable state statute or regulation of any state, which governs the payment of wages* **YES or NO**

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

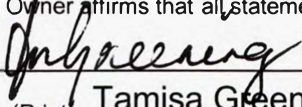
If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature:  Date: 17 Apr 2024

Name of Person signing (Print): Tamisa Greening Title: Director, Contracts & Legal

Subscribed and sworn to before me this 17 day of Apr 17, 2024

See attached, per CA State Law.

Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Bernardino

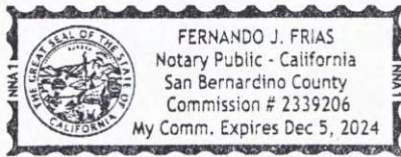
Subscribed and sworn to (or affirmed) before me on

this 17 day of April, 2024, by
Date Month Year

(1) Tamisa Greening

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature Fernando J. Frias
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2103-06221-A1

County Using Agency (requesting Procurement): Bureau of Technology

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): The Jack and Laura Dangermond Trust, October 7, 2000

Substantial Owner Complete Name: _____

FEIN# 45-6471047

Date of Birth: N/A

E-mail address: N/A

Street Address: 380 New York Street

City: Redlands

State: CA

Zip: 92373-8100

Home Phone: () _____

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* YES or NO

No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* YES or

No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* YES or

No *Employee Classification Act, 820 ILCS 185/1 et seq.,* YES or NO

No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* YES or

No *Any comparable state statute or regulation of any state, which governs the payment of wages* YES or

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

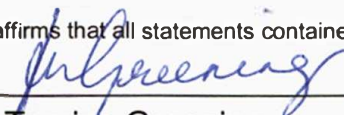
If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature:  Date: May 21, 2024

Name of Person signing (Print): Tamisa Greening Title: Director, Contracts & Legal

Subscribed and sworn to before me this 24 day of May, 2024

X _____ See attached, per CA State Law.
Notary Public Signature Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.

CALIFORNIA JURAT

GOVERNMENT CODE § 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Bernardino

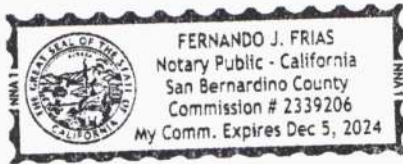
Subscribed and sworn to (or affirmed) before me on
this 21 day of May, 2024, by
Date Month Year

(1) Tamisa Greening

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature *Fernando J. Frias*
Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Environmental Systems Research Institute, Inc.

Corporation's Name

909-793-2853

Telephone

Secretary Signature

Authorized Signatory: Tamisa Greening, Director, Contracts & Legal

service@esri.com

Email

29 May 2024

Date

Execution by LLC

LLC Name

Date

*Member/Manager Printed Name and Signature

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

Date

*Partner/Joint Venturer Printed Name and Signature

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Date

Assumed Name (if applicable)

Telephone and Email

Subscribed and sworn to before me this

29 day of May, 20 24.

My commission expires:

See attached, per CA State Law.

Notary Public Signature

Notary Seal

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

CALIFORNIA JURAT

GOVERNMENT CODE § 8202

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State of California

County of San Bernardino

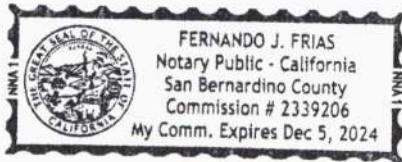
Subscribed and sworn to (or affirmed) before me on

this 29 day of May, 2024, by
Date Month Year

(1) Tamisa Greening

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature *Fernando J. Frias*
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

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