

## RESOLUTION NO. 22669

**Background**

Section 715 of the Amended and Restated Trust Indenture (“Indenture”) of The Illinois State Toll Highway Authority (“Tollway”) requires the Tollway to provide, to the extent reasonably obtainable and/or otherwise described in the Indenture, liability insurance coverage for the protection of Tollway property and personnel, as well as for claims of injury and property damage to others. Current coverage expires June 1, 2023. It is advisable to continue the coverage.

Pursuant to Central Management Services’ (“CMS”) master contract with Mesirow Insurance Services, Inc. (“Mesirow”), the Tollway engaged Mesirow to obtain proposals for liability insurance protection. The recommended proposal includes offers from twelve insurance companies and consists of primary insurance and layers of excess liability coverage for the period of June 1, 2023 to June 1, 2024 for a combined limit of \$150,000,000.00 per occurrence and in the aggregate. Lexington Insurance Company will provide the \$5,000,000.00 primary layer of General Liability and Automobile Liability coverage, including coverage under the Terrorism Risk Insurance Act, subject to a retention of \$1,000,000.00 per occurrence. Total premiums and fees for all of the referenced insurance policies and coverages, and the broker service fee, will be in an amount not to exceed \$3,829,264.00, including any applicable surplus lines tax.

The Consulting Engineers have certified to the Tollway that the amounts of said coverage are in accordance with the requirements of the Indenture.

To maintain the required insurance protection for Tollway property and personnel, it is in the best interest of the Tollway to accept the offers of the twelve insurance companies placed through Mesirow.

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**Resolution**

The Chairman and Chief Executive Officer of the Tollway is authorized to execute the aforementioned insurance contracts, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: Arnaldo Rivera  
Chairman

## RESOLUTION NO. 22670

**Background**

The Illinois State Toll Highway Authority (“Tollway”) previously purchased Technology Professional Services pursuant to Sole Source Contract No. 22-0069 with SDI Presence LLC (“Contract No. 22-0069”). The Tollway requires the continuation of Technology Professional Services. It is in the best interest of the Tollway to extend Contract No. 22-0069 and increase the upper limit of compensation by an amount not to exceed \$1,800,000.00. The Tollway is authorized to procure these goods and/or services pursuant to Section 20-25 of the Illinois Procurement Code, 30 ILCS 500/20-25.

**Resolution**

The sole source quote from SDI Presence LLC for the purchase of additional Technology Professional Services is accepted. Contract No. 22-0069 is approved in an amount not to exceed \$1,800,000.00, increasing the upper limit of compensation from \$9,274,886.00 to \$11,074,886.00. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:   
Chairman

## RESOLUTION NO. 22671

**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Infrastructure Management Services. Pursuant to Tollway Request for Proposal No. 21-0198, and upon evaluation by a selection committee, the Tollway determined that Great Arc Technologies Inc. provides the best overall value for Infrastructure Management Services for an upper limit of compensation not to exceed \$3,793,273.95 for an initial three-year term and an amount not to exceed \$3,793,273.95 for a possible three-year renewal term.

**Resolution**

The proposal from Great Arc Technologies Inc. for the purchase of Infrastructure Management Services is accepted. Contract No. 21-0198 is approved in an amount not to exceed \$3,793,273.95 for an initial three-year term and an amount not to exceed \$3,793,273.95 for a possible three-year renewal term. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:   
Chairman

## RESOLUTION NO. 22672

**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring ServiceNow Subscriptions and Implementation Services through the Release Off a Multiple Award Master Contract (“ROMAMC”) with Carahsoft Technology Corporation, Tollway Contract No. 22-0182, for an upper limit of compensation not to exceed \$1,600,256.18. These goods and/or services are being obtained pursuant to 44 Ill. Adm. Code 1.1040.

**Resolution**

Utilization of the ROMAMC for the purchase of ServiceNow Subscriptions and Implementation Services from Carahsoft Technology Corporation is approved in an amount not to exceed \$1,600,256.18. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: Arnaldo Rivera  
Chairman

## RESOLUTION NO. 22673

**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Web-Based Program Management Controls System (“WBPMCS”) Services from e-Builder, Inc. pursuant to a Sole Source Contract, Tollway Contract No. 23-0077, for an upper limit of compensation not to exceed \$250,000.00. The Tollway is authorized to procure these services pursuant to Section 20-25 of the Illinois Procurement Code, 30 ILCS 500/20-25. The Tollway currently is working with the State’s Chief Procurement Officer for General Services on the Sole Source process for this procurement, and a contract will be entered only after all predicate steps are successfully completed.

**Resolution**

The Sole Source Contract with e-Builder, Inc. for the purchase of WBPMCS Services for an upper limit of compensation not to exceed \$250,000.00 is approved, subject to satisfaction of all legal and regulatory requirements necessary to enter into a Sole Source Contract for the procurement. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: Arnaldo Rivera  
Chairman

## RESOLUTION NO. 22674

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-22-4884 for Southbound Roadway Asphalt Overlay and Pavement Marking on the Tri-State Tollway (I-294) between Mile Post 17.7 (95th Street) and Mile Post 23.1 (I-55). The lowest responsive and responsible bidder on Contract No. I-22-4884 is K-Five Construction Corporation in the amount of \$6,167,993.61.

**Resolution**

Contract No. I-22-4884 is awarded to K-Five Construction Corporation in the amount of \$6,167,993.61, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chairman and Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder in accordance with the applicable contract award requirements and execution of all contract documents by the bidder and the Tollway. The Chairman and Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:   
Chairman

## RESOLUTION NO. 22675

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-22-4860 for Southbound Plaza 41 Improvements and Pavement Repairs on the Tri-State Tollway (I-294) between Mile Post 4.8 (171st Street) and Mile Post 6.2 (159th Street). The lowest responsive and responsible bidder on Contract No. I-22-4860 is Walsh Construction Company II, LLC in the amount of \$8,980,560.15.

**Resolution**

Contract No. I-22-4860 is awarded to Walsh Construction Company II, LLC in the amount of \$8,980,560.15, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chairman and Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder in accordance with the applicable contract award requirements and execution of all contract documents by the bidder and the Tollway. The Chairman and Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: Arnaldo Rivera  
Chairman



## RESOLUTION NO. 22676

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-22-4859 for Building Improvements on the Tri-State Tollway (I-294) at Mile Post 5.6 Plaza 41 (163rd Street). The lowest responsive and responsible bidder on Contract No. I-22-4859 is Construction Inc. in the amount of \$1,100,000.00.

**Resolution**

Contract No. I-22-4859 is awarded to Construction Inc. in the amount of \$1,100,000.00, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chairman and Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder in accordance with the applicable contract award requirements and execution of all contract documents by the bidder and the Tollway. The Chairman and Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:   
Chairman

## RESOLUTION NO. 22677

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-22-4869 for Site and Access Roadway Restoration on the Tri-State Tollway (I-294) between Mile Post 20.8 and Mile Post 21.7 (Mile Long Bridge). The lowest responsive and responsible bidder on Contract No. I-22-4869 is Foundation Mechanics, LLC in the amount of \$2,962,845.02.

**Resolution**

Contract No. I-22-4869 is awarded to Foundation Mechanics, LLC in the amount of \$2,962,845.02, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chairman and Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder in accordance with the applicable contract award requirements and execution of all contract documents by the bidder and the Tollway. The Chairman and Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:   
Chairman

## RESOLUTION NO. 22678

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-23-4887 for Landscape Planting Improvements on the Jane Addams Memorial Tollway (I-90) between Mile Post 41.60 and Mile Post 41.86 (US Route 20). The lowest responsive and responsible bidder on Contract No. RR-23-4887 is Semper Fi Yard Services, Inc. in the amount of \$409,585.40.

**Resolution**

Contract No. RR-23-4887 is awarded to Semper Fi Yard Services, Inc. in the amount of \$409,585.40, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chairman and Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder in accordance with the applicable contract award requirements and execution of all contract documents by the bidder and the Tollway. The Chairman and Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: Arnaldo Rivera  
Chairman

## RESOLUTION NO. 22679

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Services for Intelligent Transportation System (ITS) Deployment and System Management on Contract No. RR-21-9245R, Systemwide. TranSmart, LLC submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$3,000,000.00. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

**Resolution**

The Chief Engineering Officer is authorized to negotiate an agreement with TranSmart, LLC to obtain Design Services on Contract No. RR-21-9245R with an upper limit of compensation not to exceed \$3,000,000.00, subject to review and approval by the General Counsel. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: Arnaldo Rivera  
Chairman

## RESOLUTION NO. 22680

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21426 approved November 29, 2017, entered into an agreement with TranSystems Omega, LLC dba Omega & Associates on Contract No. I-17-4326 for Construction Corridor Manager and Owner’s (Tollway) Representative Services.

Per Tollway request, TranSystems Omega, LLC dba Omega & Associates submitted a proposal to provide Supplemental Construction Corridor Manager and Owner’s (Tollway) Representative Services for Contract No. I-17-4326 in an amount not to exceed \$13,300,000.00, increasing the upper limit of compensation on Contract No. I-17-4326 from \$157,000,000.00 to \$170,300,000.00. It is necessary and in the best interest of the Tollway to accept TranSystems Omega, LLC dba Omega & Associates’ proposal.

**Resolution**

The Chief Engineering Officer is authorized to negotiate an amended agreement with TranSystems Omega, LLC dba Omega & Associates consistent with the aforementioned proposal, to increase the upper limit of Contract No. I-17-4326 by \$13,300,000.00, subject to review and approval by the General Counsel. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the amended agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: Arnaldo Rivera  
Chairman

RESOLUTION NO. 22681

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21830 approved June 20, 2019, entered into an agreement with Knight E/A, Inc. / V3 Companies on Contract No. I-18-4701 for Construction Corridor Manager and Owner’s Representative Services (CCM/OR).

Per Tollway request, Knight E/A, Inc. / V3 Companies submitted a proposal to provide Supplemental Construction Corridor Manager and Owner’s Representative Services (CCM/OR) for Contract No. I-18-4701 in an amount not to exceed \$11,200,000.00, increasing the upper limit of compensation on Contract No. I-18-4701 from \$89,000,000.00 to \$100,200,000.00. It is necessary and in the best interest of the Tollway to accept Knight E/A, Inc. / V3 Companies’ proposal.

**Resolution**

The Chief Engineering Officer is authorized to negotiate an amended agreement with Knight E/A, Inc. / V3 Companies consistent with the aforementioned proposal, to increase the upper limit of compensation on Contract No. I-18-4701 by \$11,200,000.00, subject to review and approval by the General Counsel. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the amended agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: Arnaldo Rivera  
Chairman

## RESOLUTION NO. 22682

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21788 approved April 18, 2019, entered into an agreement with Jacobs Engineering Group, Inc. on Contract No. I-18-4700 for Design Corridor Manager Services.

Per Tollway request, Jacobs Engineering Group, Inc. submitted a proposal to provide Supplemental Design Corridor Manager Services for Contract No. I-18-4700 in an amount not to exceed \$6,500,000.00, increasing the upper limit of compensation on Contract No. I-18-4700 from \$29,500,000.00 to \$36,000,000.00. It is necessary and in the best interest of the Tollway to accept Jacobs Engineering Group, Inc.’s proposal.

**Resolution**

The Chief Engineering Officer is authorized to negotiate an amended agreement with Jacobs Engineering Group, Inc. consistent with the aforementioned proposal, to increase the upper limit of compensation on Contract No. I-18-4700 by \$6,500,000.00, subject to review and approval by the General Counsel. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the amended agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: Arnaldo Rivera  
Chairman

## RESOLUTION NO. 22683

**Background**

To obtain expedited review of Tollway permit applications that impact waters of the United States, the Tollway enters into funding agreements with the United States Army Corps of Engineers (“USACE”). Pursuant to the parties’ current funding agreement, the Tollway most recently supplemented USACE’s budget for staff during its 2023 fiscal year. Tollway staff recommends entering into a new funding agreement to enable the Tollway to supplement USACE’s staffing budget through September 30, 2030.

The Tollway funded USACE employee’s duties will include, but will not be limited to, participating in design standards and construction specification reviews, commenting on project and mitigation alternatives, participating in design milestone/plan review and preconstruction meetings, and performing compliance inspections during and after project construction. Any Tollway funds paid in relation to but not due and owing for additional staff during USACE’s 2023 fiscal year will be used to pay a portion of the amount due under the new funding agreement.

**Resolution**

The General Counsel is authorized to negotiate and finalize an intergovernmental agreement between the Tollway and USACE in substantially the form attached to this Resolution. The Chairman and Chief Executive Officer of the Tollway, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:   
Chairman



MEMORANDUM OF AGREEMENT  
BETWEEN THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY AND UNITED STATES  
ARMY CORPS OF ENGINEERS FOR THE INTERAGENCY FUNDING OF A REVIEW  
POSITION

WHEREAS, this Memorandum of Agreement (“AGREEMENT”) is between The Illinois State Toll Highway Authority (“TOLLWAY”) and the Chicago District of the United States Army Corps of Engineers (“USACE”) (hereinafter, collectively referred to as "Parties"); and

WHEREAS, Section 214 of the Water Resources Development Act (“WRDA”) of 2000, as amended (codified at 33 U.S.C. §2352), provides that the Secretary of the Army (“Secretary”), after public notice, may accept and expend funds contributed by a non-Federal public entity to expedite the evaluation of a permit application of that entity related to a project or activity for a public purpose under the jurisdiction of the Department of the Army (“DA”); and

WHEREAS, the authority of the Secretary was delegated to the Assistant Secretary of the Army for Civil Works by memorandum dated January 8, 2018, re-delegated to the Chief of Engineers by memorandum dated January 19, 2018, and further re-delegated to District and Division Commanders by memorandum dated April 18, 2018, in effect to date;

WHEREAS, the Acting Assistant Secretary of the Army for Civil Works, by memorandum dated January 19, 2018, has provided implementation guidance for District and Division Commanders to accept and expend funds contributed by non-Federal entities to expedite the evaluation of permit applications pursuant to Section 214 of the WRDA of 2000, as amended, subject to the limitations described in the implementation guidance, including the District Engineer’s approval of said agreements and additional standards with which the District must comply to ensure impartial decision making;

WHEREAS, the TOLLWAY has programmed a substantial number of transportation projects that will require authorizations from the USACE for impacts to “waters of the United States” pursuant to Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act; and

WHEREAS, the TOLLWAY desires that the USACE provide an expedited review of TOLLWAY DA permit applications, proposed mitigation banks and sites, and permitted projects with a public purpose (hereinafter, collectively, “TOLLWAY Projects”); and

WHEREAS, the Parties have determined that it would be mutually beneficial to supplement USACE staffing above existing levels; and

WHEREAS, the Chicago District Commander has determined that expenditure of funds received from the TOLLWAY will be in compliance with WRDA of 2000 Section 214, as amended, and a public notice dated April 16, 2018 was issued soliciting comments regarding

the District Engineer's intent to accept and expend funds contributed by non-Federal public entities for the purposes described above; and

WHEREAS, the Commander, USACE has determined USACE involvement in the environmental analysis of proposed TOLLWAY transportation projects with a public purpose to be in the public interest; and

WHEREAS, the Parties have determined that supplemental USACE staff dedicated to the review of TOLLWAY Projects will reduce the customary time for reviews required under the statutory responsibility of USACE; and

WHEREAS, the TOLLWAY agrees to fund supplemental USACE staff dedicated to work on TOLLWAY Projects;

NOW, THEREFORE, the signatories agree as follows:

## I. DEFINITIONS

A. "TOLLWAY Projects" means TOLLWAY DA permit applications and associated actions, proposed mitigation banks and sites, and permitted projects.

B. "Funded Employee" means an USACE employee whose employment is partially funded by the TOLLWAY and whose responsibilities are dedicated to the review of TOLLWAY Projects.

## II. TOLLWAY RESPONSIBILITIES

### A. RESOURCES

Subject to the continued authority of USACE to accept such funds, the TOLLWAY shall obtain and provide a payment to USACE for the costs to support one-half of a full-time staff member dedicated to the review of TOLLWAY Projects as contemplated by this AGREEMENT. The cost of funding the TOLLWAY provides to USACE shall include all fully burdened labor-related costs assessed by USACE. Based on estimated labor rates and hours, the total funds needed for these services will not exceed \$950,000.00 for the term of this AGREEMENT as provided in paragraph VI.A. Prior to each subsequent budget cycle, the TOLLWAY will review USACE cost proposals for future budget cycles. Annual budgets submitted by USACE will reflect the costs of appropriate salary step-increases, salary awards, and salary cost of living allowances within the Funded Employee's pay grade under the General Schedule (GS) payscale, and administrative cost adjustments. If the estimated labor rates or hours result in a total cost that exceeds \$950,000.00 during the term of this AGREEMENT, the parties must amend the AGREEMENT prior to transferring funds in excess of \$950,000.00.

## B. PAYMENTS

1. The TOLLWAY shall adhere to its obligations as set forth in the AGREEMENT and will make an annual payment to the USACE for expenses associated with the Funded Employee. Within 90 days of receipt of future budget estimates, the TOLLWAY shall transmit a payment to cover budgeted expenditures for one year's program support.;
2. Upon execution of this AGREEMENT, and the TOLLWAY's receipt of a budget estimate, the TOLLWAY shall transmit a payment equal to the remaining amount of USACE's approved FY2023 budget (October 1, 2022-September 30, 2023) to support the services provided in this AGREEMENT;
3. The TOLLWAY will review quarterly USACE submittals documenting actual account of expenditures for the items as listed above in support of work contemplated by this agreement;
4. If the TOLLWAY disagrees with the USACE's Quarterly Project and Expenditures Report, the TOLLWAY will, within twenty (20) working days of receipt of the Report, request a meeting, confer, and collaborate with USACE to resolve the account of expenditures; and
5. If USACE forecasts that its actual costs will exceed the amount of funds available, it shall promptly notify the TOLLWAY of the amount of additional funds necessary. The TOLLWAY shall either provide the additional funds to USACE, require that the scope of work be limited to that which can be paid for by the previously obligated funds, or direct the termination of this AGREEMENT pursuant to paragraph VI.C. of this AGREEMENT. If the TOLLWAY elects to provide additional funds to USACE, USACE shall promptly send an invoice for the required amount to the TOLLWAY. The TOLLWAY shall process invoices to make payments via electronic funds transfer within forty-five (45) days of receipt of such invoices; and
6. Any funds paid to USACE by the TOLLWAY in excess of USACE's actual costs in a program year shall apply toward USACE's program expenses in the following program year. In particular, all excess funds paid to USACE by the TOLLWAY for FY2022 (October 1, 2021-September 30, 2022) will be expended by USACE for FY2023 program support.

## III. USACE RESPONSIBILITIES

### A. RESOURCES

1. Using U.S. Government, Army, and USACE hiring and employment laws and rules, USACE will supplement its Regulatory Branch staff by hiring, or identifying from current employees and backfilling, one-half of a full-time employee, at the GS-11 level or GS-12 level, with the knowledge, skills and abilities necessary to perform the job. The Funded Employee will be dedicated to the review of TOLLWAY Projects under

Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act;

2. USACE will ensure that one-half of the work time of the Funded Employee is dedicated exclusively to TOLLWAY Projects identified in accordance with the defined coordination procedures or other activities as outlined in this AGREEMENT, as well as any permit compliance work associated with permitted TOLLWAY Projects and any attendant required training and general personnel responsibilities; and
3. The Funded Employee will be physically located in the Chicago District Office, unless, by mutual agreement of all Parties, it is determined that delivery functions would be served more efficiently by other physical duty locations. The Funded Employee shall be supervised solely by the Chicago District.

#### IV. JOINT TOLLWAY AND USACE RESPONSIBILITIES

##### A. DUTIES

1. The TOLLWAY shall request and hold meetings with USACE to discuss projects, establish priorities and evaluate work performed under the AGREEMENT. This may include:
  - a) Design milestone/plan review meetings at concept (30%), preliminary (60%) and pre-final (95%) stages of plan development, as deemed necessary, for assessing USACE jurisdiction within project scope of work;
  - b) Pre-application meetings with the USACE for each Project, as deemed necessary, for application review and to benefit project delivery;
  - c) Quarterly project scheduling meetings, or more frequently if deemed necessary, with USACE to discuss project priorities, pending applications, and anticipated submittals;
  - d) Annual Leadership meetings, or more frequently and if deemed necessary, to evaluate the timeliness of work performed under this AGREEMENT during the previous period. USACE performance goals as defined in paragraph IV.D. of this AGREEMENT will be reviewed and evaluated; and
  - e) Other meetings, as necessary, to discuss information regarding TOLLWAY projects, including corridor plans, location studies, transportation area wide studies, and other transportation planning studies in order to identify USACE concerns and comments and to improve project planning;
2. The TOLLWAY shall provide reasonable access to TOLLWAY working-level staff and its consultants in an effort to minimize the need for formal meetings;
3. The TOLLWAY shall provide USACE with pertinent project information for timely application review, including complete applications, mapping, National Environmental Policy Act (NEPA) documentation, mitigation plans, documentation satisfying Section 106 of the National Historic Preservation Act (Section 106), documentation satisfying Section 7 of the Endangered Species Act (Section 7), or other appropriate

information, as necessary and required;

4. The TOLLWAY shall identify internal training on transportation planning, transportation plan understanding, transportation project development process, project scheduling, transportation engineering and other program support activities as may be beneficial to the Funded Employee in the execution of their work on TOLLWAY permit applications. Opportunities to attend such training shall be communicated to USACE;
  
5. Examples of tasks which the Parties agree to within the expected job duties of the Funded Employee include, but are not limited to:
  - a) Provide timely review and response on all formal correspondence including but not limited to, jurisdictional determinations, No Permit Required requests, and permit applications submitted by the TOLLWAY;
  - b) Support process improvements to increase the efficiency of review of TOLLWAY permit applications and decision-making;
  - c) Participate in TOLLWAY design standards and construction specification review to provide comments on alternatives for updating TOLLWAY standards and specifications necessary to satisfy Least Environmentally Damaging Practicable Alternative requirements;
  - d) Provide comments regarding project and mitigation alternatives and the screening of alternatives according to USACE regulations, including Least Environmentally Damaging Practicable Alternative requirements;
  - e) Participate in design milestone/plan review and preconstruction meetings;
  - f) Perform compliance inspections during and after project construction;
  - g) Participate in transportation project interagency scoping meetings;
  - h) Assist in the development of programmatic agreements/consultation pursuant to the Clean Water Act to facilitate permit determinations;
  - i) Representing the USACE at various transportation planning, design and construction forums in an effort to educate the transportation industry on USACE protocols relating to the permitting process; and
  - j) Perform other related tasks as defined and agreed to by the TOLLWAY and USACE; and
  
6. The Funded Employee shall be responsible for addressing the requirements for the review of all ongoing and future work associated with TOLLWAY mitigation sites. The position shall have responsibilities regarding each of these following activities:
  - a) Newly proposed mitigation sites will be reviewed in a timely fashion and in accordance with USACE processes and procedures; and
  - b) Monitoring reports shall be reviewed in a timely manner to allow the TOLLWAY to make site changes or alterations, as deemed necessary. Site inspections shall be conducted to confirm compliance with all approved mitigation plans and reports. Where feasible, and in light of project priorities established during coordination meetings, project reviews shall be scheduled to identify any changes or alterations

before the start of the next growing season.

**B. COORDINATION**

1. Funded Employee will participate in meetings including, but not limited to:
  - a) Design milestone/plan review meetings (30%, 60% and 95%);
  - b) Pre-application meetings;
  - c) Pre-construction meetings;
  - d) Quarterly project scheduling meetings, or more frequently if deemed necessary; and
  - e) Transportation industry forums, including but not limited to, American Council of Engineering Companies, American Society of Civil Engineers and Illinois Road and Transportation Builders Association;
2. USACE leadership shall attend annual leadership meetings with the TOLLWAY to evaluate work performed under this AGREEMENT during the previous period; and
3. The Funded Employee shall alert TOLLWAY staff to changes to statutes, regulations and guidance during the term of this AGREEMENT that may affect Section 10 and Section 404 permit reviews.

**C. TRAINING**

1. The Funded Employee shall be provided an opportunity to attend required USACE training and TOLLWAY recommended training as necessary to provide the transportation project review services described under this AGREEMENT; and
2. The Funded Employee will provide training to TOLLWAY staff and consultants on the USACE Permit Process.

**D. PERFORMANCE GOALS USACE**

Performance goals are indicators of performance pertaining to achievement of the goals of this AGREEMENT. Performance measure results can be used to determine the effectiveness of the AGREEMENT, which will help the Parties understand, manage, and allow for modification of the AGREEMENT, as necessary. Detailed performance measures are described below.

1. Individual Permits and Letter of Permission Actions:
  - a) Within 30 days of receipt of a submitted application, the USACE will complete the initial technical review of impacts to “waters of the U.S.,” provide written comments regarding deficiencies or concerns, and determine the potential method of application review;
  - b) Within 30 days of notification of the additional information necessary to complete the application, the TOLLWAY will submit the requested information or USACE will deem the application withdrawn. Within 10 days of receipt of additional

information, USACE shall determine whether the application is complete for processing or identify any additional information that may be required to supplement the information provided; and

- c) If the application is being reviewed as an Individual Permit: The Public Notice (“PN”) will be prepared within 15 days of receipt of a complete application and published immediately thereafter. Following the close of the PN comment period, all comments received will be forwarded to the TOLLWAY within 5 days. Following receipt of any information from the TOLLWAY to address the issues identified during the PN comment period and any other information that may be necessary to complete the review of the application, including alternatives analysis and an appropriate mitigation plan, USACE will render a decision:
  - i. For a non-controversial application that does not require submittal of additional information By the TOLLWAY following the public comment period, it is the objective that the decision will be made within 60 days of publication of the PN or within 30 days following issuance of the 401 Water Quality Certification, whichever is later;
  - ii. For a non-controversial application that does require submittal of additional information by the TOLLWAY following the public comment period, it is the objective that the decision will be made within 80 days of USACE’s receipt of that information from the TOLLWAY; and
  - iii. No definitive timelines can be specified for controversial applications or disagreement. However, USACE will keep the TOLLWAY fully informed regarding the pending issues and requirements of the law including elevation procedures by the USFWS or the USEPA in accordance with the 1992 Memorandum of Agreement Part IV, Section 404(q) of the Clean Water Act, when the discharge will result in a substantial and unacceptable adverse effect to aquatic resources of national importance.

## 2. General Permits: Nationwide and Regional General Permits

- a) Within 15 days of receipt of a submitted application, the USACE will complete the initial technical review of impacts to “waters of the U.S.” and provide written comments regarding deficiencies or concerns or provide a written statement that the application is complete;
- b) Within 30 days of notification of the additional information necessary to complete the application, the TOLLWAY will submit the requested information or USACE will deem the application withdrawn; and
- c) If the application requires notification to other agencies in accordance with General Permit Conditions or Agency Coordination as described in the General Permit Program, the 10-day notification to the agencies and/or 30-day notification to State Historic Preservation office or Tribes will be sent within 10 days of receipt of the information necessary to complete the application in accordance with the General Permit conditions. The agencies may request an additional 15 days. Following completion of the notification period and provided USACE is satisfied that all appropriate determinations and concurrences regarding Endangered

Species and Historic Properties have been issued, USACE will render a decision within 30 days.

3. Results for performance goals, either positive or negative, should be considered as opportunities to examine the processes that generated them, to capitalize on successes and identify ways to implement this AGREEMENT more effectively. Quantitative results for any particular measure are likely to require careful analysis before drawing firm conclusions, as they may be influenced by a complex mix of the TOLLWAY, USACE and other actions and circumstances.

#### V. IMPARTIAL DECISION MAKING

It is understood and agreed that in order to ensure that the acceptance and expenditure of funds will not impact impartial decision making with respect to permit review and final permit decision, either substantively or procedurally, USACE will comply with the following standards, as implemented by Headquarters, USACE.

A. The review must comply with all applicable laws and regulations. Any procedures or decisions that would otherwise be required for a specific type of project or review under consideration cannot be eliminated. However, process improvements that are developed under a funding agreement are encouraged to be applied widely, when applicable, for all members of the regulated public to benefit;

B. In cases where funds from external entities are used, all final permit decisions (including individual permit decisions and all reporting general permit verifications, such as nationwide, general, regional general, and state programmatic general permits) and associated decision documents must be reviewed and signed by a responsible official that is at least one level above the decision-maker. No permit required decisions must also be reviewed and signed by the one-level above reviewer. For the purposes of this guidance, the permit decision-maker is the person that has been delegated signature authority. For example, if the decision-maker is a Regulatory Section Chief, then the one-level-above reviewer may be the Regulatory Chief or Deputy Chief. Section chiefs and team leaders are appropriate one-level above reviewers provided that signature authority has been delegated to the project manager level. For example, if the funded project manager would otherwise have signature authority for a general permit for non-funded projects, then the section chief or team leader could be an appropriate one-level-above reviewer for general permits reviewed under a funding agreement by that project manager. Additionally, the one-level-above reviewer must meet the following requirements: must hold a position that is not partially or fully funded by the same funding entity and must not have been partially or fully funded by the same funding entity for at least one year;

C. Instruments for mitigation banks or in-lieu-fee programs developed for an entity with a funding agreement must be signed by a Regulatory Branch/Division Chief, an equivalent, or a higher level position that is not funded by any funding agreement;



D. All preliminary jurisdictional determinations (“JDs”) and approved JDs where funds are used to complete the JD must have documentation that a non-funded regulator conducted a review of the determination. This review is intended to maintain impartiality in the decision and does not require a one-level-above reviewer. The JD review does not need to be a field review. For those approved JDs that require coordination with EPA, additional internal review is not required;

E. Funds from this AGREEMENT cannot be used for enforcement activities. Funds from this AGREEMENT may be used for compliance inspections (e.g., of issued permits and monitoring of compensatory mitigation banks, etc.) but cannot be used to resolve noncompliance issues. Enforcement activities must be charged to USACE’s Regulatory Branch’s appropriated funds in accordance with the most recent budget execution guidance; and

F. The USACE will establish a separate account to track the acceptance and expenditure of funds with the current fiscal year budget guidance.

## VI. GENERAL TERMS

A. Length of Agreement. This AGREEMENT expires on September 30, 2030, unless modified, amended or terminated as provided in paragraphs VI.B. or VI.C.

B. Supplement, Modification and Extension. This AGREEMENT may be modified, amended, or extended by the mutual agreement of the signatory Parties and the Illinois Attorney General. This AGREEMENT may be renewed on two-year cycles to update the budget and other provisions as appropriate.

C. Termination. The TOLLWAY or USACE may terminate this AGREEMENT for any reason. The Party wishing to terminate shall provide written notice to the point of contact of the other Party indicating the intent to terminate the AGREEMENT six (6) months from the date of receipt of the written notice, unless both Parties agree to an alternate date.

D. Severability. If any provision of this AGREEMENT, or the application thereof to any person or circumstance, is found to be invalid or unenforceable, the remainder of the provisions in this AGREEMENT, or the application of such provisions to persons or circumstances other than those as to which it is found to be invalid or unenforceable, as the case may be, will remain valid and binding and will not be affected thereby.

E. Excess Funds. In the event of termination, all funds that have not yet been obligated by USACE as of the effective date of termination shall be refunded to the TOLLWAY within sixty (60) days after that date. USACE may offset the funds necessary for the actual costs of termination as described below against the excess funds. Neither Party shall incur any

new obligations for the terminated portion of the AGREEMENT after the termination date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination. In the event of termination of this AGREEMENT, USACE shall conduct a final accounting. USACE shall be paid for all actual expenses of employing and reviewing the TOLLWAY's permit applications. If additional funds are necessary, USACE shall be entitled to compensation for work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of the TOLLWAY. The TOLLWAY shall not be liable for any further claims. Should USACE be unable to complete performance of this AGREEMENT, for any reason, all monies provided by the TOLLWAY which prove to be cancelable obligations or unallowable shall be refunded to the TOLLWAY.

F. By signature below, the Parties certify that the individuals listed in this AGREEMENT, as representatives of the TOLLWAY and USACE, are authorized to act in their respective areas for matters related to this AGREEMENT. The Parties acknowledge that any person executing this AGREEMENT in a representative capacity hereby represents that he or she has been duly authorized by his or her principal to execute this AGREEMENT on such principal's behalf.

G. Points of Contact/Project Managers. The title of the current point of contact for each signatory agency is listed below:

TOLLWAY  
Bryan Wagner  
Environmental Policy and Program Manager  
Illinois State Toll Highway Authority  
2700 Ogden Avenue  
Downers Grove, Illinois 60515

USACE, Chicago District  
Teralyn R. Pompeii  
Chief, Regulatory Branch  
U.S. Army Corps of Engineers Chicago District  
231 South LaSalle Street  
Chicago, Illinois 60604

H. During the performance of this AGREEMENT, the Parties agree to abide by the terms of Executive Order 11246 regarding nondiscrimination and will not discriminate against any person because of age, race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed without regard to their age, race, color, religion, sex, or national origin.

I. All contracts to be developed and awarded pursuant to this AGREEMENT shall at all times conform to the applicable federal laws, rules, regulations, orders and approvals,

including procedures and requirements relating to labor standards, equal employment opportunity, non-discrimination, compliance with the Americans with Disabilities Act, anti-solicitation, information, auditing and reporting requirements.

J. This AGREEMENT and any disputes or claims arising out of this AGREEMENT shall be governed by the laws of the United States and venue shall lie in the district courts of the Northern District of Illinois.

K. Continuation of Existing Responsibilities:

1. The Parties to this AGREEMENT are acting in an independent capacity in the performance of their respective legally authorized functions under this AGREEMENT, and none of the Parties' employees are to be considered the officer, agent, or employee of another Party, including the Funded Employee to be hired by USACE to support priority review of TOLLWAY Projects.

2. This AGREEMENT shall not abrogate any obligations or duties to comply with the regulations promulgated under the 1973 (Federal) Endangered Species Act, as amended; the 1958 (Federal) Fish and Wildlife Coordination Act, as amended; the National Environmental Policy Act of 1969; the (Federal) Clean Water Act of 1977, as amended; or any other federal statute or implementing regulations.

L. USACE shall maintain books and records relating to the performance of this AGREEMENT necessary to support amounts charged to the TOLLWAY. Books and records, including information stored in databases or other computer systems, shall be maintained by USACE for a period of five (5) years from the later of the date of final payment under this AGREEMENT or completion of the work performed under this AGREEMENT. To the extent permitted under applicable federal laws and regulations, books and records, required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the Executive Inspector General, the Illinois Attorney General, the TOLLWAY, the TOLLWAY Inspector General ("IG"), State of Illinois internal auditors, or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. 30 ILCS 500/20-65.

M. USACE also recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the IG is authorized to conduct investigations into certain matters, including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. USACE will fully cooperate in any IG investigation or review and shall not bill the TOLLWAY for such time. Cooperation includes, to the extent permitted under applicable federal laws and regulations, (i) providing access to all information and documentation related to the performance of this AGREEMENT, and (ii) disclosing and making available all personnel involved or connected with, or having knowledge of, the performance of this AGREEMENT.

N. Nothing in this AGREEMENT is intended to create a joint employer relationship among

the TOLLWAY, USACE, and the Funded Employee. USACE shall exclusively direct the work of the Funded Employee.

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IV. SIGNATURES

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: \_\_\_\_\_  
Arnaldo Rivera  
Chairman and CEO

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Cathy Williams  
Chief Financial Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kathleen R. Pasulka-Brown  
General Counsel

Date: \_\_\_\_\_

Approved as to Form and Constitutionality

\_\_\_\_\_  
Assistant Attorney General

U.S. ARMY CORPS OF ENGINEERS

By: \_\_\_\_\_

Date: \_\_\_\_\_

## RESOLUTION NO. 22684

**Background**

The Illinois State Toll Highway Authority (“Tollway”) desires to convey excess parcel E-2-21.10.EX, which is adjacent to I-88 and near the intersection of Warrenville Road and IL Route 53 (“Parcel”), to the County of DuPage (“County”). The County needs the parcel for stormwater storage relating to the planned reconstruction of the Warrenville Road bridge over the east branch of the DuPage River. Due to the Parcel’s limited economic value, the Tollway considers the County’s assumption of all future maintenance and responsibility for the Parcel to be adequate compensation. The Tollway is receiving nominal consideration of \$10.00 for the Parcel.

It is in the best interest of the Tollway to enter into an intergovernmental agreement with the County to memorialize the parties’ understandings and financial responsibilities relative to the transfer of Parcel E-2-21.10.EX.

**Resolution**

The General Counsel is authorized to negotiate and finalize an intergovernmental agreement between the Tollway and the County in substantially the form attached to this Resolution. The Chairman and Chief Executive Officer of the Tollway, subject to the approval of the Chief Financial Officer, is authorized to execute said agreement.

Approved by: Arnaldo Rivera  
Chairman

## RESOLUTION NO. 22685

**Background**

The Illinois State Toll Highway Authority (“Tollway”) negotiated a settlement of worker’s compensation claims filed by Vincenzo Spadavecchia. It is in the best interest of the Tollway to finalize and implement the settlement.

**Resolution**

The settlement of Vincenzo Spadavecchia’s workers compensation claim is approved. The General Counsel is authorized to finalize the settlement agreement consistent with the terms presented to the Board in Executive Session. The Chairman and Chief Executive Officer of the Tollway is authorized to execute any and all necessary documents to effectuate this settlement and resolve all related legal matters, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:   
Chairman

## RESOLUTION NO. 22686

**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring a Retail Payment Solution. Pursuant to the Tollway Request for Proposal No. 21-0106, and upon evaluation by a selection committee, the Tollway has determined that CheckFreePay Corporation provides the best overall value for a Retail Payment Solution for an upper limit of compensation not to exceed \$3,437,500.00.

**Resolution**

The proposal from CheckFreePay Corporation for the purchase of a Retail Payment Solution is accepted. Contract No. 21-0106 is approved in an amount not to exceed \$3,437,500.00. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: Arnaldo Rivera  
Chairman



## RESOLUTION NO. 22687

**Background**

As set forth in the Toll Highway Act, 605 ILCS 10/1, *et seq.* (“Act”), The Illinois State Toll Highway Authority (“Tollway”) is granted all powers necessary to carry out its legislative purposes as to the construction, operation, regulation, and maintenance of its system of toll highways.

Section 16.3 of the Act states that, consistent with general law, the Tollway shall: (i) set and administer goals for the award of contracts to disadvantaged businesses and attempt to meet the goals; (ii) attempt to identify disadvantaged businesses that provide or have the potential to provide supplies, materials, equipment, or services to the Tollway; (iii) give disadvantaged businesses full access to the Tollway’s contract bidding process, inform such businesses about the process, and offer such businesses assistance in doing business with the Tollway; and (iv) take all reasonable steps to remove barriers to the businesses’ participation in the contracting process.

In 2021, the Tollway engaged Colette Holt & Associates (“CHA”) to conduct a Disadvantaged Business Enterprise (“DBE”) Program Disparity Study to gather evidence regarding the need for an ongoing DBE program and assist the Tollway in narrowly tailoring its DBE Program to the evidence. CHA found statistical evidence of business disparities affecting DBEs in major construction and related professional services procurement categories, which supports the need for continued remedial measures to ensure non-discrimination and prevent passive participation in a discriminatory marketplace.

Tollway analysis demonstrates that there are many qualified businesses that are owned and operated by socially and economically disadvantaged persons that are ready, willing, and able to do business with the Tollway. Thus, it is in the best interests of the Tollway to continue to combat the effects of discrimination by authorizing the Business Diversity Program of 2023.

RESOLUTION NO. 22687

**Resolution**

To ensure a level playing field for firms owned by socially and economically disadvantaged individuals, the Board hereby terminates the Disadvantaged Business Enterprise program passed in 2005 and approves of, endorses and authorizes the Business Diversity Program of 2023, which shall take effect on July 1, 2023. Further, the Board authorizes Tollway personnel to enhance the Business Diversity Program of 2023 by implementing features determined to be in the best interest of the program.

In recognition of the Tollway’s commitment to non-discrimination in its procurement process and in support of the Business Diversity Program of 2023, the Tollway shall include the following statement in each of its contracts, whether for goods, services, construction, or construction-related services:

The Contractor makes the following assurance, and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor, “The Contractor, subcontractor of sub-recipient shall not discriminate on the basis of any protected category identified by law in the performance of this contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Tollway deems appropriate.”

Tollway staff is authorized and directed to work with other public entities on programs and initiatives designed to further the objectives of the Business Diversity Program of 2023.

Unless reauthorized, the Business Diversity Program of 2023 shall terminate on July 1, 2030.

Approved by: Arnaldo Rivera  
Chairman