1. CALL TO ORDER

9:00 AM meeting was called to order by Chairman Kevin Wiley at 9:02 AM.

2. ROLL CALL

PRESENT: Anderson, Berlin, Bucholz, Chaplin, Fichtner, Grogan, Henry, Kachiroubas, Krajewski, Wiley
ABSENT: Elliott (Excused), Zaruba

Member Elliott was excused to attend another committee meeting.

Conor McCarthy was present as a representative for Member Robert Berlin, State's Attorney. Peter Balgemann was present as a representative for Member Bob Grogan, Auditor.

3. CHAIRMAN'S REMARKS

Chairman Wiley reviewed the 2017 Accomplishments & Significant Projects handout with the committee, as attached hereto.

In regards to the new Election Night Reporting website, Member Anderson expressed that she felt toggling between the Democratic and Republican results pages was awkward. Member Chaplin agreed. Chairman Wiley and Don Carlsen, CIO, noted that the website can be adjusted. Mr. Carlsen also noted that Joe Sobecki, Executive Director of the Election Commission, will likely request feedback from committee members.

Member Henry asked for clarification as to what the third item is under the Application Development section. Mr. Carlsen said he would confirm with staff before responding to her.

A. 2017 Accomplishments & Significant Projects

RESULT: HAND OUT

4. PUBLIC COMMENT

None.
5. **APPROVAL OF MINUTES**

A. Technology Committee - Regular Meeting - Mar 13, 2018 9:00 AM

| RESULT: | ACCEPTED [UNANIMOUS] |
| MOVER: | Janice Anderson, District 5 |
| SECONDER: | Elizabeth Chaplin, District 2 |
| ABSENT: | Zaruba |
| ABSENT: | Elliott |

6. **ACTION ITEMS**


| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Chris Kachiroubas, Circuit Court Clerk |
| SECONDER: | Elizabeth Chaplin, District 2 |
| ABSENT: | Zaruba |
| ABSENT: | Elliott |

B. 2018-94 Recommendation for the approval of a contract purchase order to Kinsey & Kinsey, Inc., for ERP consulting services for the Finance and Treasurer departments, for Information Technology. This contract covers the period of December 1, 2017 through November 30, 2018, for a contract total amount of $15,000.00. Per 55 ILCS-1022 ‘Competitive Bids’ (d) IT/Telecom purchases under $35,000.00.

| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Gwen Henry, Ex-Officio - Treasurer |
| SECONDER: | Elizabeth Chaplin, District 2 |
| ABSENT: | Zaruba |
| ABSENT: | Elliott |
C. Change Order -- TE-P-0452B-17 - Amendment to Resolution TE-P-0452A-17 (County Contract 2875-0001-SERV), issued to BMC Software, Inc., for annual software licensing and support for Control-M automated job scheduling software, for Information Technology, to increase the contract $28,488.37 to cover the costs of additional processing task volume to the software license, resulting in an amended contract total of $138,602.82, an increase of 25.87%.

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Chris Kachiroubas, Circuit Court Clerk</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Elizabeth Chaplin, District 2</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Zaruba</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Elliott</td>
</tr>
</tbody>
</table>

D. Authorization to Travel -- Approval is requested to have the Chief Information Officer attend the Illinois Counties Information Management Association (ICIMA) 2018 Spring Conference in Urbana, Illinois from May 17, 2018 through May 18, 2018 for an approximate cost of $580.00.

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Paul Fichtner, District 1</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Elizabeth Chaplin, District 2</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Zaruba</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Elliott</td>
</tr>
</tbody>
</table>

7. INFORMATIONAL ITEMS

Member Fichtner moved, seconded by Member Chaplin, to combine and place on file items 7A and 7B. All ayes. Motion carried.

A. DC-P-0082-18 Recommendation for approval of a contract purchase order to Harris Govern, for annual software maintenance and support services, as needed, for the period April 1, 2018 through March 31, 2019, for Building & Zoning - $17,584.32, Division of Transportation - $9,524.84, and Public Works - $3,663.40, for a contract total amount not to exceed $30,772.56; Per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids - Sole Source. (Support for Govern System)
RESULT: APPROVED [UNANIMOUS]
MOVER: Paul Fichtner, District 1
SECONDER: Elizabeth Chaplin, District 2
ABSENT: Zaruba
ABSENT: Elliott

B. JPS-P-0096-18 Recommendation for the approval for a contract purchase order issued to Unified Power for the labor to remove, replace and recycle battery strings on the UPS for the Circuit Court Clerk, for a contract total amount not to exceed $27,947.26, per 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under $35,000.

RESULT: APPROVED [UNANIMOUS]
MOVER: Paul Fichtner, District 1
SECONDER: Elizabeth Chaplin, District 2
ABSENT: Zaruba
ABSENT: Elliott

8. DISCUSSION

A. Strategic Plan Update - FY18 Q1

Mr. Carlsen provided a Strategic Plan Update to the committee. Chairman Wiley then commended Mr. Carlsen for all of his work in putting the updates and information together.

RESULT: HAND OUT

9. OLD BUSINESS

Member Kachiroubas expressed his disappointment that Election Commission staff was not present at the meeting to discuss the new results website. He then commented on the issues experienced by the Commission following the election, noting that DuPage County has always been considered a model and needs to maintain that integrity. He suggested that perhaps a committee be formed to review the issues that happened with the election results and devise ways to correct them.
Chairman Wiley noted it was a procedural error. He added that Mr. Sobecki will present to the County Board, where the issues will then be addressed and discussed. Mr. Wiley then stated he will make sure Mr. Sobecki attends the next Technology Committee meeting as well.

10. NEW BUSINESS
None.

11. ADJOURNMENT
With no further business, the meeting was adjourned.
DuPage County Technology Committee
2017 Accomplishments & Significant Projects

2017 Accomplishments

**Web Team:**
- Helped implement the new *Election Night Reporting website*
- Moved County website to *Microsoft Azure* cloud
- Created a new web application for tracking *Narcotic Seizures, Ride DuPage & DuPage Homeless*
- Redesigned and rebranded *Heroin DuPage website*
- Created a website for County Clerk for public access to *Collector Books for Tax History* search
- Implemented a public portal for *County Clerk Property Tax Documents*
- Moved County communications to a *single cloud-based platform using GovDelivery*
- Created a SharePoint project management site for *DOT Construction Projects*
- Implemented a SharePoint site for *sharing information between Care Center and State’s Attorney* personnel

**Application Development:**
- Implemented *Nursing Module, Incident Management & Wheelchair Systems for DuPage Care Center*
- Implemented several key *modifications to the Recorder’s system*
- Modified *Tax Billing system* to handle new funds tied to corporate for tax bills
- Automated the *Property Tax Transfer Declaration form* for Supervisor of Assessments (SOA)
- Implemented several key modifications to the *Real Estate system* for Treasurer, SOA and County Clerk
- Implemented an *Automated Property Tax Appeals* solution using Hyland OnBase for the SOA

**IT Operations:**
- Implemented and customized *automated operations software*
- Implemented print conversion utility / *increased electronic report delivery via email*
- Updated IT Operations *Continuity of Operations Plan (COOP)* appendices
Network Systems Group:
- Installed and deployed Splunk *Enterprise Security and log management*
- **Upgraded fiber-based Internet connectivity** to 1 Gig each for both AT&T & Comcast
- **Upgraded Public Wireless** Internet Bandwidth Campus-Wide
- **Replaced Telecom circuits for an annual savings of $70k**
- Installed and configured a tool to handle non-Microsoft software updates

Geographic Information Systems:
- Created a new *Parcel Viewer for web and mobile applications*
- Created a *sign and pole inventory GIS mapping application for DOT*
- Created a *Citizen Reporter application for Stormwater Management, DOT and others*
- Created a *Juvenile Probation application for Probation & Court Services*
- Initiated *shared services with Forest Preserve District*
- Completed *Trail Application for DOT*
- Completed *NARCAN Use application for the Health Department*

**Significant Technology Projects**

<table>
<thead>
<tr>
<th>Project / Cost</th>
<th>Status</th>
<th>Progress</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implement ERP Finance &amp; HR/Payroll Applications / $5.2M</td>
<td>Complete</td>
<td>100%</td>
</tr>
<tr>
<td>Implement Election Night Reporting System / $25K per year</td>
<td>Complete</td>
<td>100%</td>
</tr>
<tr>
<td>ERP Close Out / $400K (estimated)</td>
<td>Budget Application 2018 / HR Projects 2018 &amp; 2019</td>
<td>30%</td>
</tr>
<tr>
<td>Real Estate &amp; Tax Assessment / $226K</td>
<td>wq</td>
<td>5%</td>
</tr>
<tr>
<td>Implement New Permitting System - Stormwater / $210K</td>
<td>In Configuration</td>
<td>30%</td>
</tr>
<tr>
<td>Implement Public Defender Case Management System / $205K</td>
<td>In Configuration</td>
<td>10%</td>
</tr>
<tr>
<td>Implement CAD/RMS System Countywide / $12.2M</td>
<td>Go-Live date moved from April 2018 to February 2019</td>
<td>60%</td>
</tr>
</tbody>
</table>
DU PAGE COUNTY
TECHNOLOGY COMMITTEE
FINAL SUMMARY

March 13, 2018 Regular Meeting 9:00 AM

COUNTY BOARD ROOM
421 N. COUNTY FARM ROAD
WHEATON, IL 60187

1. CALL TO ORDER

9:00 AM meeting was called to order by Chairman Kevin Wiley at 9:00 AM.

2. ROLL CALL

PRESENT: Anderson, Bucholz, Chaplin, Elliott, Grogan, Henry, Kachiroubas, Krajewski, Wiley, Zaruba
ABSENT: Berlin, Fichtner

3. CHAIRMAN'S REMARKS

None.

4. PUBLIC COMMENT

None.

5. APPROVAL OF MINUTES

A. Technology Committee - Regular Meeting - Feb 27, 2018 9:00 AM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Brian J Krajewski, District 3
SECONDER: Elizabeth Chaplin, District 2
ABSENT: Berlin, Fichtner

6. ACTION ITEMS

A. TE-P-0081-18 Recommendation for the approval of a contract purchase order to Bomgar Corporation, for the procurement of Privileged Access Management software, one year of software support and maintenance, and professional services for installation and training, for Information Technology, for a total contract amount of $29,150.00, per 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under $35,000.00.
RESULT: APPROVED [UNANIMOUS]
MOVER: Tim Elliott, District 4
SECONDER: Brian J Krajewski, District 3
ABSENT: Berlin, Fichtner

B. 2018-84 Recommendation for the approval of a contract purchase order to MacKinney Systems, Inc., for software license and maintenance for JES Queue for Printers utility, for Information Technology, for the period of April 1, 2018 through March 31, 2019, for a total contract amount of $7,000.00. Per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids – Sole Source. This is a proprietary and copyrighted software that is not sold or marketed by any business partners or third party software vendors.

RESULT: APPROVED [UNANIMOUS]
MOVER: Chris Kachiroubas, Circuit Court Clerk
SECONDER: Elizabeth Chaplin, District 2
ABSENT: Berlin, Fichtner

C. 2018-85 Recommendation for the approval of a contract purchase order to Siteimprove, Inc., for the annual license fee for web governance services, for Information Technology. This contract covers the period of May 1, 2018 through April 30, 2019, for a contract total amount of $8,362.00. Exempt from bidding per 55 ILCS-1022 ‘Competitive Bids’ (b) IT/Telecom purchases under $35,000.00.

RESULT: APPROVED [UNANIMOUS]
MOVER: Tim Elliott, District 4
SECONDER: Elizabeth Chaplin, District 2
ABSENT: Berlin, Fichtner

D. Consent Item -- Amendment to County Contract 285-0001 issued to SNtial Technologies, Inc., to extend the contract through May 1, 2018 in order to pay the final invoice.

Member Grogan asked for the reason for the delays with the SNtial contract. He also asked if the work done was still worthwhile at this point. Mr. Carlsen, CIO, responded that there were a number of delays including a severe illness on the part of the vendor.
He added that the final product is still valid. Member Grogan asked if a solution to the issue was provided by the vendor, to which Mr. Carlsen responded that a solution was provided in the written report.

RESULT: **APPROVED [9 TO 1]**
MOVER: Tim Elliott, District 4
SECONDER: Chris Kachiroubas, Circuit Court Clerk
NAYS: Grogan
ABSENT: Berlin, Fichtner

### 7. INFORMATIONAL ITEMS

Member Kachiroubas moved, seconded by Member Chaplin, to combine and place on file items 7A and 7B. All ayes. Motion carried.

#### A. FM-P-0063-18

Recommendation for the approval of a contract purchase order to Graybar Electric Company, Inc., to furnish and deliver electrical, lighting, data & communication, networking and security products, as needed for County facilities, for Facilities Management, Public Works, Information Technology, Stormwater and the Division of Transportation, for the period April 1, 2018 through January 31, 2021, for a total contract amount not to exceed $994,000.00. (Facilities Management $500,000, Public Works $350,000, Information Technology $75,000, Stormwater $24,000 and the Division of Transportation $45,000) Contract pursuit to the Intergovernmental Cooperation Act U.S. Communities Contract #EV-2370

Member Elliott asked Mr. Carlsen if he was satisfied with the vetting process in obtaining Graybar Electric. Mr. Carlsen said yes; with a contract that will require such varied products, Graybar is the right choice. Member Chaplin noted that the vendor's familiarity with the County and its needs helps with cost effectiveness as well.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Chris Kachiroubas, Circuit Court Clerk
SECONDER: Elizabeth Chaplin, District 2
ABSENT: Berlin, Fichtner

#### B. SM-P-0065-18

Recommendation for approval of a contract purchase order to Azteca Systems LLC, for Professional Asset Management Software Services for Stormwater Management, for the period through December 31, 2018, for a contract total amount not to exceed $54,000.00, Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b).
Member Henry asked if Azteca will have a yearly cost to which Tony Charlton, Director of Stormwater Management, said no, this is a one-time cost to consolidate. Member Grogan asked if Division of Transportation and Public Works have the same system; Mr. Charlton stated they do not have the same system but have something similar.

RESULT: APPROVED [UNANIMOUS]
MOVER: Chris Kachiroubas, Circuit Court Clerk
SECONDER: Elizabeth Chaplin, District 2
ABSENT: Berlin, Fichtner

8. OLD BUSINESS
Mr. Carlsen told the committee his staff investigated the cost and effectiveness of taking out a Google ad for election night and they found it to be $900 for a 30-day ad. He said staff does not recommend moving forward with it.

Mr. Carlsen then reminded the committee that website visitors will land on a splash page, at which point they will be able to choose to visit the main website or the election results page. After some discussion, Joan Olson, Communications Manager, said she will add a banner on the County's main website the day after elections to make it easier for visitors to find.

Member Kachiroubas asked if the election website is working properly, to which Mr. Carlsen responded yes.

9. NEW BUSINESS
Mr. Carlsen informed the committee that this year is one in which the 10-year Strategic Technology Plan will be updated. He said he will send out the templates to the Elected Officials and department heads with hopes to publish the final plan within the next 90 days or so.

Chairman Wiley then encouraged County Board members to attend the next Technology Committee meeting in order to view the project dashboard that he has been working on with Mr. Carlsen.

10. ADJOURNMENT
With no further business, the meeting was adjourned.
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE VILLAGE OF CAROL STREAM FOR INFORMATION TECHNOLOGY SERVER CO-LOCATION

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made this _____ day of ___________, 201_, by and among the COUNTY OF DUPAGE, an Illinois municipal corporation?? (hereinafter referred to as “DuPage County”), and the Village of Carol Stream, an Illinois municipal corporation (hereinafter referred to as “Carol Stream”). DuPage County and Carol Stream are herein jointly referred to as the “Parties”.

WITNESSETH:

WHEREAS, DuPage County is a body corporate and politic pursuant to 55 ILCS 5/5-1001 and is a unit of local government as defined within Article VII, Section 1 of the Constitution of the State of Illinois; and

WHEREAS, the Village of Carol Stream is an Illinois home rule municipal corporation, and a unit of local government as defined within Article VII, Section 1 of the Constitution of the State of Illinois; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, under said Constitutional provision, participating units of local government may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1, et seq.) authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, DuPage County and Carol Stream, respectively, currently owns, maintains and operates network server rooms complete with physical access controls, unfiltered power, and available Internet access outside of their respective private networks; and

WHEREAS, DuPage County and Carol Stream are seeking reciprocal use of each other’s network server room as a backup location for the installation and operation of a backup system for their respective private networks; and

WHEREAS, Carol Stream has chosen a backup location, but DuPage County has not; and
WHEREAS, DuPage County and Carol Stream have no objection to the aforementioned use of its respective network server room, in accordance with the terms and conditions of this Intergovernmental Agreement (the “Agreement”); and

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, it is agreed by and among the parties hereto as follows:

SECTION 1. Recitals Incorporated. The foregoing recitals shall be and are hereby incorporated into and made a part of this Agreement.

SECTION 2. Access. Each hosting Party will allow the other to access the designated server room by appointment only during normal business hours to access the co-located equipment. It is expressly understand that said server room co-location shall only be used for backup purposes in the event that the main server fails. Only the Backup Party’s employees will be provided limited, agreed upon access to its equipment. The Backup Party’s employees will be required to provide identification and sign in at the front desk. In the event of an after hours failure, the Backup Party’s employees will contact the Hosting Party’s on call staff to arrange access to the server room. The Hosting Party shall provide after-hours access to the server room within two (2) hours of notification of an after-hours failure by the Backup Party. The Hosting Party shall provide the Backup Party with up to date contact information for on call staff.

SECTION 3. Equipment. DuPage County will allow Carol Stream to network equipment (hereinafter the “Carol Stream Equipment”) to the server room located 421 N. County Farm Road, Wheaton, Illinois (hereinafter the “Server Room Site”), subject to said installation and connections taking place as directed by and under the supervision of DuPage County. Said Carol Stream Equipment shall remain the property of Carol Stream and upon termination of this Agreement Carol Stream shall remove the Carol Stream Equipment. Carol Stream shall be solely responsible for installing and making any necessary repairs to the Carol Stream Equipment.

Carol Stream will allow DuPage County to install its network equipment (hereinafter the “DuPage Equipment”) in the Carol Stream server room located 500 N. Gary Avenue, Carol Stream, Illinois, subject to said installation and connections taking place as directed by and under the supervision of Carol Stream. All DuPage County Equipment shall remain the property of DuPage County and upon termination of this Agreement DuPage County shall remove the DuPage County Equipment. DuPage County shall be solely responsible for installing and making any necessary repairs to the DuPage County Equipment.

SECTION 4. Internet Access. The Parties agree that each shall install and employ its own data circuits, independent of the hosting parties’ data circuits.

SECTION 5. Fees or Costs. There is not anticipated to be any fees or costs incurred through this agreement. Any and all fees or costs shall be the responsibility of the party incurring said fees.
SECTION 6. Maintenance. Each Party agrees to maintain its own Server Room at its sole cost and expense. The hosting Party shall also be responsible for providing unfiltered power to the Backup Party’s equipment, at no cost to the Backup Party.

SECTION 7. Insurance. Each Party hereby represents and warrants that it will possess and will maintain at all times during the term of this Agreement insurance coverage for contractual liabilities, and blanket excess insurance coverage, providing comprehensive liability coverage in an aggregate amount not less than $2,000,000 pursuant to the provisions of a self-insurance pool agreement or a comprehensive general liability insurance policy and a blanket excess insurance policy during the terms of usage by each party. Each party shall take all actions necessary to keep such insurance coverage in full force and effect, from time to time. A failure to keep such insurance coverage in continuing effect shall result in an automatic suspension of the right to use the location for back up purposes pursuant to this Agreement. Such suspension shall be automatically lifted when insurance coverage is in effect. Not later than fifteen (15) days before beginning the use of the premises pursuant to this Agreement, the backup party shall deliver or cause to be delivered to hosting party, a satisfactory and current certificate or certificates of insurance showing the required coverages and the effective dates for such coverage, which certificate or certificates shall contain a limitation that the insurance coverage may not be modified, revoked or canceled except after ten (10) days prior written notice served on the hosting party. In each subsequent year, and upon written request, a certificate or certificates evidencing renewal or replacement of the insurance policy, or policies, or of the coverage provided by the self-insurance pool agreement required above shall be delivered to the hosting party no later than the date of expiration of the then current certificate or certificates.

SECTION 8. Hold Harmless and Indemnification. The Parties agree to, indemnify the other, and its elected and appointed officials, attorneys, employees and agents, and hold them harmless from any claim, injury, or loss, no matter how sustained allegedly, arising out of or related in any way to the provision of network operations by the Hosting Party, and the use of, the misuse of, or the disruption or failure of network operations of the Backup party pursuant to this Agreement.

SECTION 9. Termination. Either party may terminate this Agreement by providing at least sixty (60) days written notice to the other Party. Equipment installed pursuant to this Agreement shall be removed within the sixty (60) day notice period.

SECTION 10. Notices. Written notices required pursuant to this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

DuPage County: Donald Carlsen, CIO 421 N. County Farm Road
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date herein above written.

[Signature Page to Follow]
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE VILLAGE OF CAROL STREAM FOR INFORMATION TECHNOLOGY SERVER CO-LOCATION

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made this _____ day of ___________, 201_, by and among the COUNTY OF DUPAGE, an Illinois municipal corporation (hereinafter referred to as “DuPage County”), and the Village of Carol Stream, an Illinois municipal corporation (hereinafter referred to as “Carol Stream”). DuPage County and Carol Stream are herein jointly referred to as the “Parties”.

WITNESSETH:

WHEREAS, DuPage County is a body corporate and politic pursuant to 55 ILCS 5/5-1001 and is a unit of local government as defined within Article VII, Section 1 of the Constitution of the State of Illinois; and

WHEREAS, the Village of Carol Stream is an Illinois home rule municipal corporation, and a unit of local government as defined within Article VII, Section 1 of the Constitution of the State of Illinois; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, under said Constitutional provision, participating units of local government may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1, et seq.) authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, DuPage County and Carol Stream, respectively, currently owns, maintains and operates network server rooms complete with physical access controls, unfiltered power, and available Internet access outside of their respective private networks; and

WHEREAS, DuPage County and Carol Stream are seeking reciprocal use of each other’s network server room as a backup location for the installation and operation of a backup system for their respective private networks; and

WHEREAS, Carol Stream has chosen a backup location, but DuPage County has not; and
WHEREAS, DuPage County and Carol Stream have no objection to the aforementioned use of its respective network server room, in accordance with the terms and conditions of this Intergovernmental Agreement (the “Agreement”); subject to certain terms and conditions; and

WHEREAS, DuPage County is a body corporate and politic pursuant to 55 ILCS 5/5-1001 and has certain powers which it is exercising.

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, it is agreed by and among the parties hereto as follows:

SECTION 1. Recitals Incorporated. The foregoing recitals shall be and are hereby incorporated into and made a part of this Agreement.

SECTION 2. Access. Each hosting Party will allow the other to access the designated server room by appointment only during normal business hours to access the co-located equipment. It is expressly understood that said server room co-location shall only be used for backup purposes in the event that the main server fails. Only the other Party’s employees will be provided limited, agreed upon access to its equipment. The other Party’s employees will be required to provide identification and sign in at the front desk. In the event of an after-hours failure, the other Party’s employees will contact the on call staff to arrange access to the server room. The Host shall provide after-hours access to the server room within two (2) hours of notification of an after-hours failure by the Backup Party. The Hosting Party shall provide the Backup Party with up to date contact information for on call staff.

SECTION 3. Equipment. DuPage County will allow Carol Stream to network equipment (hereinafter the “Carol Stream Equipment”) to the server room located 421 N. County Farm Road, Wheaton, Illinois (hereinafter the “Server Room Site”), subject to said installation and connections taking place as directed by and under the supervision of DuPage County. Said Carol Stream Equipment shall remain the property of Carol Stream and upon termination of this Agreement Carol Stream shall remove the Carol Stream Equipment. Carol Stream shall be solely responsible for installing and making any necessary repairs to the Carol Stream Equipment. Carol Stream agrees to the same terms and conditions when DuPage County selects a location which is approved in writing by Carol Stream.

Carol Stream will allow DuPage County to install its network equipment (hereinafter the “DuPage Equipment”) in the Carol Stream server room located 500 N. Gary Avenue, Carol Stream, Illinois, subject to said installation and connections taking place as directed by and under the supervision of Carol Stream. All DuPage County Equipment shall remain the property of DuPage County and upon termination of this Agreement DuPage County shall remove the DuPage County Equipment. DuPage County shall be solely responsible for installing and making any necessary repairs to the DuPage County Equipment.

SECTION 4. Internet Access. The Parties agree that each shall install and employ its own data circuits, independent of the hosting parties’ data circuits.
SECTION 5. Fees or Costs. There is not anticipated to be any fees or costs incurred through this agreement. Any and all fees or costs shall be the responsibility of the party incurring said fees.

SECTION 6. Maintenance. The Parties agree to maintain its own Server Room at its sole cost and expense. The hosting Party shall also be responsible for providing unfiltered power to the Backup Party’s equipment, at no cost to the Backup Party.

SECTION 7. Insurance. Both parties hereby represents and warrants that each it will possess and will maintain at all times during the term of this Agreement insurance coverage for contractual liabilities, and blanket excess insurance coverage, providing comprehensive liability coverage in an aggregate amount not less than $2,000,000 pursuant to the provisions of a self-insurance pool agreement or a comprehensive general liability insurance policy and a blanket excess insurance policy during the terms of usage by each party. Each party shall take all actions necessary to keep such insurance coverage in full force and effect, from time to time. A failure to keep such insurance coverage in continuing effect shall result in an automatic suspension of the right to use the location for backup purposes pursuant to this Agreement. Such suspension shall be automatically lifted when insurance coverage is in effect. Not later than fifteen (15) days before beginning the use of the premises pursuant to this Agreement, the backup party shall deliver or cause to be delivered to hosting party, a satisfactory and current certificate or certificates of insurance showing the required coverages and the effective dates for such coverage, which certificate or certificates shall contain a limitation that the insurance coverage may not be modified, revoked or canceled except after ten (10) days prior written notice served on the hosting party. In each subsequent year, and upon written request, a certificate or certificates evidencing renewal or replacement of the insurance policy, or policies, or of the coverage provided by the self-insurance pool agreement required above shall be delivered to the hosting party no later than the date of expiration of the then current certificate or certificates.

SECTION 8. Hold Harmless and Indemnification. The Parties agree to, indemnify the other, and its elected and appointed officials, attorneys, employees and agents, and hold them harmless from any claim, injury, or loss, no matter how sustained allegedly, arising out of or related in any way to the provision of network operations by the Hosting Party, and the use of, the misuse of, or the disruption or failure of network operations of the Backup party pursuant to this Agreement.

SECTION 9. Termination. Either party may terminate this Agreement by providing at least sixty (60) days written notice to the other Party. Equipment installed pursuant to this Agreement shall be removed within the sixty (60) day notice period.

SECTION 10. Notices. Written notices required pursuant to this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed
received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

DuPage County: Donald Carlsen, CIO
421 N. County Farm Road
Wheaton, IL  60187

With a copy to: DuPage County State’s Attorney’s Office
503 N. County Farm Road
Wheaton, IL  60187

Carol Stream: Frank Saverino, Mayor
500 N. Gary Avenue
Carol Stream, IL  60188

With Copies to: Carol Stream IT Director
500 N. Gary Avenue
Carol Stream, IL  60188

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date herein above written.

[Signature Page to Follow]

VILLAGE OF CAROL STREAM                  COUNTY OF DuPAGE

______________________________  _________________________________
Village PresidentFrank Saverino       Daniel Cronin
Mayor                               County Board Chairman

ATTEST:

______________________________  __________________________________
Laura Czarnecki     Paul Hinds
Village Clerk      County Clerk
## Purchase Requisition

**Procurement Services Division**

**Date:** Mar 5, 2018

**MinuteTraq (IQM2) ID #:** 12182

### Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: Kinsey &amp; Kinsey, Inc.</th>
<th>Vendor #: 25832</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Email:</td>
<td></td>
</tr>
<tr>
<td>Address: 26 N. Park Blvd., Suite 101</td>
<td></td>
</tr>
<tr>
<td>City: Glen Ellyn</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-858-4866</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

### Send Invoices To:

<table>
<thead>
<tr>
<th>Dept: Information Technology</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Sarah Godzicki</td>
<td>Email: <a href="mailto:Sarah.Godzicki@dupageco.org">Sarah.Godzicki@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Road</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-407-5037</td>
<td>Fax: 630-407-5001</td>
</tr>
</tbody>
</table>

### Send Payments To:

<table>
<thead>
<tr>
<th>Vendor: SAME AS ABOVE</th>
<th>Vendor #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Email:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

### Send Payments To:

<table>
<thead>
<tr>
<th>Dept: Information Technology</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Email:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

### Ship To:

<table>
<thead>
<tr>
<th>Dept: Information Technology</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Email:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

### Payment Terms

<table>
<thead>
<tr>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Use for

<table>
<thead>
<tr>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
<th>Use for</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sarah Godzicki</td>
<td>Dec 1, 2017</td>
<td>Nov 30, 2018</td>
<td>PO25 only</td>
</tr>
</tbody>
</table>

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>ERP Consulting Services</td>
<td>18</td>
<td>6000</td>
<td>1235</td>
<td>53020</td>
<td></td>
<td>15,000.00</td>
<td>15,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total** $15,000.00

### Header Comments

(These comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver** (these comments will **NOT** appear on the Purchase Order):

**User Department Internal Notes** (these comments will **NOT** appear on the Purchase Order):
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor: Kinsey &amp; Kinsey, Inc.</th>
<th>Vendor #: 25832</th>
<th>Contract Term: 12/01/17 - 11/30/18</th>
<th>Contract Total: $15,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: IT</td>
<td></td>
<td>Contact: Deborah Hanson</td>
<td>Phone: 630-407-5063</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Assigned Committee: Technology</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**
Consulting services for ERP.

**Reason for Procurement**
Mike Oswald with Kinsey was on the ERP implementation team and worked closely with the Finance and Treasurer Departments. He knows their applications very well and is able to do the work in a much shorter time frame than somebody who isn't familiar with them.

**FUNDING SOURCE**
- Procurement budgeted for (FY and budget code(s)): FY18 - 6000-1235-53020
- Budget Transfer (Date) ____________
- Add'l Information ________________

**DECISION MEMO NOT REQUIRED**
- LOWEST RESPONSIBLE QUOTE # or BID # ____________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ____________ (Intergovernmental Agreement)
- SOLE SOURCE: per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**
- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________ (Include Evaluation Summary if applicable)
- RENEWAL OF RFP # ____________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # ____________

**PREPARED BY AND APPROVAL(S) (Initials Only)**

<table>
<thead>
<tr>
<th>SIG</th>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>3-22-18</td>
</tr>
</tbody>
</table>

Chief Financial Officer (Decision Memos Over $25,000)

<table>
<thead>
<tr>
<th>Date</th>
<th>Chairman's Office (Decision Memos Over $25,000)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Kinsey & Kinsey, Inc. and the County of DuPage
Master Service & Support Agreement

This Master Service and Support Agreement, dated as of the 22nd day of March 2018, between Kinsey & Kinsey, Inc., a corporation organized and existing under the laws of the State of Illinois having its principal place of business at 26 North Park Boulevard, Glen Ellyn, IL 60137 (Kinsey), and the County of DuPage, organized and existing under the laws of the State of Illinois, having its principal place of business at 421 N. County Farm Rd., Wheaton, IL 60187 (Customer);

I. Scope of Service
The parties enter into this Agreement for providing the Customer with consulting services relating to the Customer’s implementation of Infor/Lawson Software. Kinsey will provide to the Customer services listed in Exhibit A at the prices set forth in Exhibit A. This Agreement does not commit Customer to purchase any services that are not explicitly identified in Exhibit A.

1.1 All services shall be provided in a professional and workman like manner, by individuals qualified by experience and/or training, in full compliance with all applicable laws and regulations, and will meet or exceed industry standards, pursuant to the schedule agreed upon by Kinsey and the Customer. The Customer reserves the right to approve all individuals providing services pursuant to the Master Agreement. Kinsey agrees to cause its employees and agents to comply with all applicable Customer policies and procedures including but not limited to Customer's computer security and information systems policies at all times while on Customer's premises or in the course of providing services pursuant to this Master Agreement.

1.2 Kinsey represents and warrants that nothing delivered by Kinsey to Customer shall contain any protection feature, calendar-related kill codes, Trojan horse, bug collection device or "back door" designed to prevent use of Customer's software or operating system and Kinsey and its employees and agents shall use their best efforts when accessing Customer's computer system not to introduce any virus, worm, or disabling instruction into Customer's operating system.

2. Access
Customer agrees to be responsible for providing appropriate access to systems and programs at Customer, and to provide accurate and timely information for Kinsey to proceed with scheduled work. Customer and Kinsey agree that the full cooperation of both parties is necessary to enable the project to meet expectations. It is understood that Kinsey will work within the constraints of the standard Customer Security policy.

3. Fees/Payment Terms
Services will be billed at the hourly rate(s) set forth in Exhibit A plus expenses. Invoices will be generated twice per month and shall be paid in accordance with the Illinois Local Government Prompt Payment Act. Rates shown do not include sales tax, express shipping, travel expenses, telephone, or modem charges. Mileage will be billed at the IRS allowable rate plus actual tolls and parking expenses. Other expenses will be billed at cost, as accrued, without markup.

4. Limitation of Liability

4.1 Customer acknowledges that Kinsey is a practicing consulting firm specializing in Infor/Lawson Software, and that consulting services are provided on a non-exclusive basis. Kinsey warrants that qualified personnel will perform services provided under this Agreement in a professional manner. In no event shall Kinsey be liable to Customer for loss of profits, or any special, indirect, exemplary, consequential, or incidental damages, including costs or legal expenses in connection with the use of performance of models designed or the performance of its obligations pursuant to these terms even if it is aware of the possibility of such damages.
4.2 In any event, the total liability of Kinsey to Customer for any claim under this Agreement, whether it arises by statute, contract or otherwise, will not exceed the lesser of $100,000 or the amounts paid to Kinsey by Customer under this Agreement for Services which form the subject of the claim. The foregoing limit does not apply to (i) death or personal injury arising from negligence of Kinsey, or (ii) in respect of accidental loss of or damage to Customer's tangible property, to the extent caused by the negligence of Kinsey, its employees or subcontractors. In the event of accidental loss of or damage to Customer's tangible property, to the extent caused by the negligence of Kinsey, its employees or subcontractors, the limit of liability is $1,000,000.

5. Confidential Information

5.1 During their dealings, the parties may disclose to one another confidential information relating to their business ("Confidential information"). Neither party will disclose the other party's confidential information to any third party without the prior written consent of the other party, nor will a party make use of any of the other party's Confidential Information except in the performance of rights or obligations under this Agreement. Each party will use at least the same degree of care to avoid disclosure of the other party's confidential information as it uses with respect to confidential information, but in no event, shall less than reasonable care be used.

5.2 Confidential information does not include information: (a) generally available to or known to the public, (b) previously known to the recipient without any obligation of confidentiality, (c) independently developed by the recipient outside the scope of this Agreement without any use of the other party's confidential information, (d) lawfully disclosed to the recipient by a third party under no obligation of confidentiality, or (e) disclosed pursuant to a valid court order, or as required by applicable law or by a judicial court or tribunal of competent jurisdiction.

6. Work Product

Kinsey retains all rights, titles and interests in any software, documentation or other works provided or developed as a result of performing Services (Works). Either party may (a) independently develop work competitive with or similar to the work, and (b) make use of the know-how acquired, principles learned or experience gained during the performance of the Services.

7. Insurance

Kinsey shall have and maintain general liability insurance and professional liability insurance, with coverage for any and all occurrences during the term of the Agreement. Kinsey shall have and maintain workers compensation insurance, if applicable, in its own name with coverage for any and all occurrences during the term of this Agreement. Insurance shall be in the minimum amount as required by the State of Illinois. Kinsey further understands and agrees that the County of DuPage is responsible for any costs associated with illness or injury to Kinsey's staff, agents or subcontractors. Said insurances shall be in the minimum amounts of $1,000,000 per occurrence and $2,000,000 in the aggregate or as otherwise approved by the Customer. Kinsey understands and agrees that it will 1.) provide a certificate of insurance in the name of the County of DuPage as evidence of the aforesaid coverage prior to commencing services hereunder; 2.) ensure that aforesaid certificate indicate that the County of DuPage will be given advance notice in the event that said insurance is terminated or reduced, and that Kinsey will not render Services pursuant to this Agreement at any time when insurance required hereby is not in force 3.) insurance required shall name the County of DuPage, their officers, employees and agents as additional insured parties.

8. Indemnification

Kinsey agrees to indemnify and hold harmless and defends the Customer and the County of DuPage, their employees, agents, officers and officials from and against any claim of any kind by any person in connection with or arising out of the performance of this Agreement or the acts, omissions, neglect or misconduct of Kinsey or its staff, agents and/or subcontractors. Such indemnity shall include any claims that may be made by Kinsey's staff, agents and/or subcontractors for injuries to their person or property or otherwise.
Customer agrees to the extent allowed by law to indemnify and hold harmless and defend Kinsey, their employees, agents, officers and officials from and against any claim of any kind by any person in connection with or arising out of the performance of this Agreement or the acts, omissions, neglect or misconduct of Customer or its staff, agents and/or subcontractors. Such indemnity shall include any claims that may be made by Customer’s staff, agents and/or subcontractors for injuries to their person or property or otherwise.

9. Independent Contractor
Kinsey further understands and agrees that the relationship of Kinsey and its staff, agents and/or subcontractors to Customer is and shall continue to be that of an independent contractor and neither Kinsey nor any of Kinsey’s staff, agents and/or subcontractors shall be entitled to receive any County of DuPage employee benefits. As an independent contractor, Kinsey agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by Customer. Kinsey agrees that neither Kinsey nor its employees, staff or subcontractors shall represent themselves as employees or agents of the County of DuPage.

10. Good Standing
Kinsey is not in default and has not been deemed by the Customer to be in default under any other agreement with the County of DuPage during the five (5) year period immediately preceding the effective date of this Agreement.

11. Conflicts of Interest
Kinsey covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of Kinsey's provision of services under this Agreement.

12. Non-appropriation
Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event that sufficient funds are not appropriated for performance under this Agreement, Customer shall notify Kinsey and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated.

13. Confidential information
In the performance of services, Kinsey may have access to certain information that is not generally known to others (Confidential Information). Kinsey agrees not to use or disclose to any third party, except in the performance of services or otherwise, any confidential information or any records, reports or documents prepared or generated as a result of this Agreement without the prior written consent of the Customer. Kinsey shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the services. Kinsey not shall disseminate any information regarding services without the prior written consent of the Customer. Kinsey agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Kinsey under this Agreement. The terms of this provision shall survive the expiration or termination of this Agreement.

14. Term and Termination

14.1 The effective date of this agreement will be the date the Agreement is fully executed and continue until November 30, 2018.

14.2 Customer is paying Kinsey for services to be provided as indicated on Exhibit A. Kinsey will make every effort to accommodate Customer’s requests for services on specific dates up to ninety (90) days in advance, but such requests are subject to each specific consultant's availability. Customer may terminate scheduled work at any time with two (2) weeks written notice. Scheduled dates, which are
canceled by Customer less than ten (10) business days in advance of dates, will be billed at regular rates.

14.3 Either party may terminate this Agreement if the other party fails to remedy a breach of any material obligation under this Agreement within thirty (30) days of receiving written notice from the other party detailing such breach. Upon termination, Customer shall continue to be liable for any obligations arising, liabilities accrued or amounts payable under this Agreement executed prior to termination. Sections 4, 5, 6, and 7 of this Agreement shall survive the termination of this Agreement.

15. General

15.1 All notices pursuant to this Agreement will be in writing and given by hand delivery, registered mail or certified mail (postage prepaid) to the other party at the address appearing herein. Customer will promptly give written notice of any change in its address or addressee. Notices will be deemed to be received on delivery or the 5th business day after mailing.

15.2 No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach.

15.3 If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

15.4 This Agreement is binding upon and will insure to the benefit of both parties, and their respective successors and assigns. Either party may assign or otherwise transfer its rights under this Agreement to a third party ("assignment") on the condition that (a) the third party delivers to the non-assigning party a duly executed document agreeing to be bound by this Agreement and (b) the assignment is part of an internal corporate reorganization or in arm's length commercial transaction despite the foregoing, if all or part of Customer's business is acquired by a third party (by way of asset or share purchase, merger or amalgamation) or if it becomes an affiliate of a third party, the scope and effect of this Agreement will be limited (a) to the business carried on by Customer and its affiliates prior to the acquisition, and if applicable (b) to the total number of copies or users of Software actually deployed by the Customer immediately prior to either of the foregoing events.

15.5 Customer understands the terms set forth in this Agreement, including but not limited to, the pricing terms and Kinsey & Kinsey confidential information, and Customer may not disclose such terms to any third party, including a third party acquiring or acquired by Customer by merger, consolidation or otherwise, without Kinsey & Kinsey's prior written consent.

15.6 This Agreement represents the entire understanding and agreement between Customer and Kinsey with respect to services, and it supersedes all prior negotiations, commitments and understandings, verbal or written. This Agreement may only be amended or otherwise modified by written agreement signed by the authorized signatories of both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of this day and year.

KINSEY & KINSEY, INC.

By: ____________ SIGNED ON FILE ____________

Name, Title: Bradley J. Kinsey, CEO

Date: March 22, 2018

By: ____________

Name, Title: ____________

Date: ____________
EXHIBIT A
March 22, 2018

This Exhibit A is subject to and incorporated into the Master Services and Support Agreement dated the 12th day of March 2018, by and between Kinsey & Kinsey, Inc. (Kinsey), and the County of DuPage, Illinois (“Customer”).

STATEMENT OF WORK

Kinsey & Kinsey is pleased to offer the County of DuPage this time & expense estimate for its services. Customer wishes to engage Kinsey & Kinsey, Inc. to address the items identified below.

PROJECT DELIVERABLES:

Kinsey by and through its employees and/or approved 1099 subcontractors will provide the necessary technical and functional expertise to perform support services for the Customer’s Infor / Lawson 1.0 Human Applications (“the Applications”). Services are to include:

• Assisting with Lawson related technical problems, issue resolution, and software patches
• Assisting with Lawson related functional problems and issue resolution on the Applications
• Providing best practices advice on configuring and implementing the Applications.
• Answering usage questions concerning the Applications.
• Developing custom reports to supplement the Applications.

B. Kinsey may provide services both on-site and remotely as desired by Customer. Web conferences and conference calls will be scheduled to be mutually convenient. Customer will provide Kinsey remote access to Customer’s development and production systems if and as required.

C. Kinsey's principle consultants will include Mike Oswald (Financials), Sharon Jordan (HR and Payroll), Kevin Cubillas (Process Flows and Reporting), Ashanti Rowe (Security), and Larry Taylor (System Administration).

COMPENSATION AND TERMS OF PAYMENT

A. AUTHORIZED HOURS & EXPENDITURES: The County of DuPage shall issue one or more purchase orders referencing this Exhibit A which will provide authorization for and limitations to allowable hours.

B. COMPENSATION: Services will be provided at a rate of $160/per hour with a .25 hour minimum. In addition to the professional fees identified above, Customer will reimburse Kinsey’s cost for any approved travel and lodging expenses incurred as part of this project.

B. PAYMENT TERMS: Invoices will be generated twice per month and shall be paid in accordance with the Illinois Local Government Prompt Payment Act.
**Required Vendor Ethics Disclosure Statement**

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

**Company Name:** Kinsey & Kinsey, Inc.  
**Contact Phone:** 630-858-4866

**Company Contact:** Brad Kinsey  
**Contact Email:** b.kinsey@kinsey.com

---

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

- **NONE (check here) - If no contributions have been made**

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

- **NONE (check here) - If no contacts have been made**

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

**Continuing disclosure is required, and I agree to update this disclosure form as follows:**
- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at: [http://www.dupageco.org/CountyBoard/Policies/](http://www.dupageco.org/CountyBoard/Policies/)

I hereby acknowledge that I have received, have read, and understand these requirements.

**Signature on File**

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bradley J. Kinsey</td>
<td>CEO</td>
<td>March 5, 2018</td>
</tr>
</tbody>
</table>

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
**Request for Change Order**

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2875-0001 SERV</th>
<th>Original Purchase Order Date: Dec 1, 2017</th>
<th>Change Order #: 1</th>
<th>Department: Information Technology</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: BMC Software, Inc.</td>
<td>Vendor #: 11022</td>
<td>Dept Contact: Greg Smith</td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**
Add additional processing task volume to software license. Costs for additional functionality will be added to the existing payment schedule and paid on an annual basis per the 36-month contract.

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

- [ ] (A) Were not reasonably foreseeable at the time the contract was signed.
- [ ] (B) The change is germane to the original contract as signed.
- [x] (C) Is in the best interest for the County of DuPage and authorized by law.

**INCREASE/DECREASE**

| A | Starting contract value | $110,114.45 |
| B | Net $ change for previous Change Orders | $0.00 |
| C | Current contract amount (A + B) | $110,114.45 |
| D | Amount of this Change Order | **Increase** |
| E | New contract amount (C + D) | $138,602.82 |

**Percent of current contract value this Change Order represents (D / C): 20.86%**

**DECISION MEMO NOT REQUIRED**

- [ ] Cancel entire order
- [ ] Close Contract
- [ ] Consent Only
- [ ] Change budget code from: __________________________ to: __________________________
- [ ] Increase/Decrease quantity from: __________________________ to: __________________________
- [ ] Price shows: __________________________ should be: __________________________
- [ ] Decrease remaining encumbrance and close contract
- [ ] Increase encumbrance and close contract
- [ ] Decrease encumbrance
- [ ] Increase encumbrance

**DECISION MEMO REQUIRED**

- [x] Increase (greater than 29 days) contract expiration from: __________________________ to: __________________________
- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- [ ] Funding Source 1000 1100 53807
- [ ] OTHER - explain below:

<table>
<thead>
<tr>
<th>gs</th>
<th>5023</th>
<th>Mar 12, 2018</th>
<th>5005</th>
<th>Mar 12, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By (Initials)</td>
<td>Phone Ext</td>
<td>Date</td>
<td>Recommended for Approval (Initials)</td>
<td>Phone Ext</td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3/15/18 9 AM</td>
<td>3/16/18</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
<th>Chairman's Office (Decision Memos Over $25,000)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3/20/18</td>
<td>8/21/18</td>
<td></td>
</tr>
</tbody>
</table>

**Rev 1.6**

12/15/17

Packet Pg. 28
Decision Memo
Procurement Services Division

This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Date: Mar 12, 2018

MinuteTraq (IQM2) ID #: 12244

Department Requisition #: __________

<table>
<thead>
<tr>
<th>Requesting Department: Information Technology</th>
<th>Department Contact: Greg Smith</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:greg.smith@dupageco.org">greg.smith@dupageco.org</a></td>
<td>Contact Phone: 630.407.5023</td>
</tr>
<tr>
<td>Vendor Name: BMC Software, Inc.</td>
<td>Vendor #: 11022</td>
</tr>
</tbody>
</table>

**Action Requested** - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Add additional processing task volume to software license. Costs for additional functionality will be added to the existing payment schedule and paid on an annual basis per the 36 month contract.

**Summary Explanation/Background** - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

Control-M automated job scheduling software has been in use for more than 10 years and is integral to IT Operations' daily, nightly, weekend, and unattended shifts protocols. The vendor re-engineered all customer software licensing in 2017 where they changed the way task volume (i.e. number of batch jobs executed in a 24 hour period) is licensed. Task volume is now licensed in increments of 100 therefore at the time of renewal on 12/01/2017, we took a conservative approach and licensed for 300 tasks due to future plans to reduce processing but budgeted in FY18 should the need to increase volume occur. After closely monitoring monthly task usage for the last 90 days, it has been determined there is a need to increase the software license task count to the next bracket, 400 tasks, to ensure we remain within license compliance.

**Strategic Impact**

Customer Service

Select one of the five strategic imperatives in the County’s Strategic Plan this action will most impact and provide a brief explanation.

Increasing the task volume licensing will ensure that we remain within license compliance and that the automated job scheduling will continue without interruption.

**Source Selection/Vetting Information** - Describe method used to select source.

BMC is a sole source vendor.

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

Approve change order to add additional 100 tasks to current contract to remain in license compliance (i.e. number of batch jobs executed in a 24 hour period).

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

FY18 - 1000-1110-53807 - $9,496.12
FY19 - 1000-1110-53807 - $9,496.12
FY20 - 1000-1110-53807 - $9,496.13

Attachment: BMC Software - Decision Memo CO1 (17-18-412 : BMC Software - 2875-0001-SERV Change Order #1)
Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County’s Contractual Obligation.

Company Name: BMC Software, Inc.  Company Contact: Brett Shirley
Contact Phone: +15125398201  Contact Email: Brett_Shirley@bmc.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, “contractor or vendor” includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

NONE (check here) - If no contributions have been made

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such with any changes that may occur.

NONE (check here) - If no contacts have been made

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancelation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows: If information changes, within five (5) days of change, or prior to county action, whichever is sooner 30 days prior to the optional renewal of any contract. Annual disclosure for multi-year contracts on the anniversary of said contract. With any request for change order except those issued by the county for administrative adjustments.

The full text for the county’s ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Signature on File

Printed Name
Judy Schafer

Title
Manager of Order Services

Date
OCT 19 2017

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)
Illinois Counties Information Management Association (ICIMA)

May 17, 2018 Spring Conference Agenda
Champaign County
Brookens Administrative Center
1776 East Washington Street
Urbana, IL 61802

Thursday May 17th

1000 to 1030  Registration & Welcome (Jennifer Putnam Room)

1030 to 1115  Champaign County IT Organizational Overview

1115 to 1300  Working Lunch - Extreme Networks Presentation

1300 to 1500  ICIMA Membership Roundtable Exchange Topics
   • Election Security
   • Security as a Service
   • Information Sharing
   • Electronic Signature Subscriptions
   • Centralized Printer Management Services
   • CJIS Policy
   • Work at Home Policy
   • Office 365
   • BlockChain
   • IT Mandatory Training
   • Cisco, Veeam, & VMWare Consortium Discounts

1500 to 1545  Artic Wolf – Cyber SOC

1545 to 1600  Break

1600 to 1900  Social Networking

1900  Dinner

Friday May 18th

0900 to 0945  ICIMA Board Breakfast

1015 to 1300  Fall Conference Planning Session

*All attendees welcome to attend ICIMA Board meetings on Friday May 18.

A Special thank you to our SPONSORS –
Artic Wolf, CDW-G, Extreme Networks, Insight, Systems Solutions Inc.
Illinois Counties Information Management Association (ICIMA)

Free parking available on South Lierman Avenue.

Accommodations
1. Hyatt Place
   217 North Neil Street, Champaign, IL 61820
   (630) 208-7433
   Group ID: ICIMA Conference RB

A Special thank you to our SPONSORS –
Artic Wolf, CDW-G, Extreme Networks, Insight, Systems Solutions Inc.
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor: Harris Govern</th>
<th>Vendor #: 88530</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Building &amp; Zoning</td>
<td>Contact: Marla Flynn</td>
</tr>
<tr>
<td>Contract Term: 4/1/18 - 3/31/19</td>
<td>Phone: 6789</td>
</tr>
<tr>
<td>Contract Total: $30,772.56</td>
<td>Assigned Committee: Development</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**

Annual Support & Maintenance for three (3) departments (42 users) of the GOVERN system, for the period of 4/1/18 - 3/31/19. FY18 - Line 1: 1100-2810-53807 - $17,584.32; Line 2: 1500-3500-53807 - $9,524.84; Line 3: 2000-2665-53807 - $3,663.40.

**Reason for Procurement**

The GOVERN system is unique to DuPage County and allows for review, issuance and tracking of all permits, impact fees, code violations and all accounts receivables associated with the County permitting process.

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): FY18 - See above under "Description" for budget codes.

**DECISION MEMO NOT REQUIRED**

- LOWEST RESPONSIBLE QUOTE # or BID # ____________ (QUOTE < $25,000, BID > $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ____________ Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 Public Utility
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________ (include Evaluation Summary if applicable)
- RENEWAL OF RFP # ____________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # ____________

**PREPARED BY AND APPROVAL(S) (Initials Only)**

<table>
<thead>
<tr>
<th>MAF</th>
<th>3-7-18</th>
<th>RezK</th>
<th>3-7-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By</td>
<td>Date</td>
<td>Recommended for Approval</td>
<td>Date</td>
</tr>
<tr>
<td>IT Approval, if required</td>
<td>Date</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>3-14-18</th>
<th>Procurement Officer</th>
<th>3-14-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td></td>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

Chief Financial Officer

(Decision Memos Over $25,000)

<table>
<thead>
<tr>
<th>Date</th>
<th>Chairman's Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>(Decision Memos Over $25,000)</td>
</tr>
</tbody>
</table>
**Purchase Requisition**

**Procurement Services Division**

---

**Send Purchase Order To:**
Vendor: Harris Govern  
Vendor #: 28530  
Attn: M'hammed Kettani  
Email: mkeettani@harriscomputer.com  
Address: 1 Antares Dr, Ste 400  
City: Ottawa ON Canada  
State: IL  
Zip: K2E 8C4  
Phone: 1-800-561-8168

---

**Send Invoices To:**
Dept: Building & Zoning  
Attn: Marla Flynn  
Email: marla.flynn@dupageco.org  
Address: 421 N County Farm Rd  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-407-6789  
Fax: 630-407-6702

---

**Send Payments To:**
Vendor: Harris Govern  
Vendor #: 12706  
Attn:  
Email:  
Address: 62137 Collections Center Drive  
City: Chicago  
State: IL  
Zip: 60693-0621  
Phone:  
Fax:  

**Payment Terms**: 
PER 50 ILCS 555/1

---

**Ship To:**
Dept:  
Division:  
Attn:  
Email:  
Address:  
Room:  
City:  
State: IL  
Zip:  
Phone:  
Fax:  

**PO 20 Delivery Date**: 
Requisitioner:  

---

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Annual Maintenance &amp; Support for the GOVERN Software System, for the period April 1, 2018 through March 31, 2019. Per 55 ILCS 5/5-1022 &quot;Competitive Bids&quot; (c) not suitable for competitive bids - Sole Source</td>
<td>18</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total**: $ 30,772.56

---

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

---

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

This PO20 needs to be set up with 3 lines as follows: FY18 - Line 1: 1100-2810-53807 - $17,584.32; Line 2: 1500-3500-53807 - $9,524.84; Line 3: 2000-2665-53807 - $3,663.40 for a total of $30,772.57.

---

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):

Dev Committee 3/20/18 - PW Committee 3/20/18 - Transportation Committee 3/20/18 - Tech Committee (Info Only) 3/27/18 - FIN/CB 3/27/18

---

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

Rev 1.4  
12/20/16

Packet Pg. 34
JUSTIFICATION FOR SOLE SOURCE

(PLEASE COMPLETE AND ATTACH TO PURCHASE REQUISITION)

<table>
<thead>
<tr>
<th>REQUISITION #</th>
<th>DEPARTMENT</th>
<th>MANUFACTURER</th>
<th>PRODUCT #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Building &amp; Zoning</td>
<td>Harris Govern</td>
<td>Permitting Software System</td>
</tr>
</tbody>
</table>

DESCRIBE ITEM BEING JUSTIFIED AND ITS FUNCTION:

GOVERN Software Annual Maintenance & Support

THIS IS A SOLE SOURCE BECAUSE VENDOR IS:

☐ sole provider of a licensed or patented good or service
☐ sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
☐ sole provider of factory-authorized warranty service
☐ sole authorized distributor – manufacturer has established territories (e.g. Caterpillar parts) (Please attach letter from the manufacturer)
☐ the manufacturer (please detail below or attach information regarding why only this manufacturer's product can be used)
☑ the software manufacturer (and sole maintenance/update provider)
☐ other – (please detail below or in an attachment)

REQUESTED SOURCE | Harris Govern | CONTACT | M'hammed Kettani |
PHONE | 1-800-561-8168 x76222 | WEBSITE | mkettani@harriscomputer.com |

WHAT NECESSARY AND UNIQUE FEATURES DOES THIS VENDOR'S PRODUCT OR SERVICE PROVIDE WHICH ARE NOT AVAILABLE FROM OTHER VENDORS? (Please be specific)

The software was specifically written for DuPage County to allow for review, issuance and tracking of all permits and impact fees, as well as code violations and all accounts receivable functions associated with the permitting process.

HAS THE MARKET BEEN TESTED LATELY (LAST 12 MONTHS) ON THE APPLICABILITY OF SOLE SOURCE? (If not, why not?)

No. The system is unique to DuPage County and was designed for DuPage County by this vendor. Harris Govern is the only vendor able to provide support and maintenance for their own system.

WHAT STEPS WERE TAKEN TO VERIFY THAT THESE FEATURES ARE NOT AVAILABLE ELSEWHERE? WERE OTHER BRANDS/MANUFACTURERS EXAMINED? (Please list other products or services examined – include names & phone numbers of people contacted)

Extensive research of the other comparable systems was performed before this vendor was selected. The system was chosen because it offered the most effective program based on department needs.

Mark | 3-7-18 | SIGNATURE ON FILE | 8/4/19 |
DEPARTMENT APPROVAL | DATE | PURCHASING REVIEW | DATE |
February 28, 2018

DuPage County Building and Zoning Department
Attn: Marla Flynn
421 North County Farm Road
Dupage Center
Wheaton, IL 60187

Dear Ms. Flynn,

This letter is to advise that Harris Govern (formerly MS Govern, a division of Harris) is the Sole Source Provider for support, maintenance, and licensing of the Govern / CMS products. The source code for these products is proprietary, and is not available to any other entity. The design of the software is unique and Harris Govern is uniquely qualified to provide support, fixes, and enhancements for it.

Sincerely,

[Redacted]

Dean deVilleneuve
Senior Executive Vice President
**Remit To:** Harris Govern;  
62137 Collections Center Drive, Chicago  
Chicago, IL 60693-0621

**Ship To:**  
DuPage County (IL)  
421 North County Farm Road  
DuPage Center  
WHEATON, IL 60187  
USA

<table>
<thead>
<tr>
<th>PO Number</th>
<th>Customer No.</th>
<th>Salesperson ID</th>
<th>Shipping Method</th>
<th>Payment Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>DUP100</td>
<td></td>
<td></td>
<td>LOCAL DELIVERY</td>
<td>MN APR</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ordered</th>
<th>Item Number</th>
<th>Description</th>
<th>Unit Price</th>
<th>Ext Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>MAINTENANCE</td>
<td>Division of Transport 13 Users: 4/1/2018 to 3/31/2019</td>
<td>US$9,524.84</td>
<td>US$9,524.84</td>
</tr>
<tr>
<td>1.00</td>
<td>MAINTENANCE</td>
<td>Public Works 5 Users: 4/1/2018 to 3/31/2019</td>
<td>US$3,663.40</td>
<td>US$3,663.40</td>
</tr>
<tr>
<td>1.00</td>
<td>MAINTENANCE</td>
<td>Building and Zoning 24 Users: 4/1/2016 to 3/31/2019</td>
<td>US$17,584.32</td>
<td>US$17,584.32</td>
</tr>
</tbody>
</table>

Please Note: Payment is due at the start of the maintenance term.

Subtotal: US$30,772.56  
Misc: US$0.00  
Tax: US$0.00  
Freight: US$0.00  
Trade Discount: US$0.00  
Total: US$30,772.56
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Printed Name: Dean deVilleneuve
Title: Senior Executive Vice President
Date: March 1, 2018
**Invoice To:**

DuPage County Judicial Center  
505 North County Farm Road  
Clerk of the 18th Judicial Circuit Court  
Wheaton, IL 60187

**End User:**

DuPage County Judicial Center

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor to Remove, Replace and Recycle (8) strings of (36) Powerware PWHR12120 and (3) strings of Powerware PWHR1234W2FR batteries associated with Powerware PWR 8355-30 UPS during normal business hours.</td>
<td>$2,984.70</td>
<td>1</td>
<td>$2,984.70</td>
</tr>
<tr>
<td>*** Option for after hours labor $4,412.70</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Battery, CSB, 12V, 9AH, F2 Terminals, FR Jar</td>
<td>$22.26</td>
<td>106</td>
<td>$2,404.08</td>
</tr>
<tr>
<td>Battery, CSB, 12V, 30AH, Insert Terminals</td>
<td>$82.39</td>
<td>216</td>
<td>$17,796.24</td>
</tr>
<tr>
<td>Freight Charges, Standard Dock to Dock Delivery</td>
<td>$349.54</td>
<td>1</td>
<td>$349.54</td>
</tr>
<tr>
<td><strong>Special delivery requirements or inside delivery service will incur additional costs</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Site Total:**  
$23,534.56

**Summary**

DuPage County Judicial Center, 505 North County Farm Road, Clerk of the 18th Judicial Circuit Court, Wheaton, IL 60187, US  
$23,534.56

| Tax |  
|-----|--- |
| $0.00 |  

| Total | $23,534.56 |

**Comments**

Site Contact: Dan McGuire  
Phone: (630) 688-1908  
Email: Dan.McGuire@18thjudicial.org
Unified Power's Terms & Conditions will apply to orders based on this proposal.

Unified Power's Standard Terms attached to this proposal are part of this Agreement and constitutes the entire Agreement between the parties and shall exclusively control the relationship of the parties, with regard to this Agreement. Printed, preprinted or other terms on the face or reverse side of Buyer's Purchase Order shall not be binding. By signing below the Purchaser represents that it is the owner of the Covered Equipment or, if it is not the owner that it has the authority to enter into this agreement.

Unified Power

Signature: __________________________
Date: __________________________
Printed Name: __________________________
Title: __________________________

DuPage County Judicial Center

Signature: Signature on File
Date: 2-27-18
Printed Name: JOHN LARSON
Title: DIRECTOR OF OPERATIONS
Terms and Conditions

1. Acceptance and Entire Terms and Conditions. All services performed, including but not limited to scheduled, remedial and emergency services (collectively, Services) or products, equipment, batteries or parts sold or delivered separately or as part of performing Services (Products) sold by ON COMPUTER SERVICES, LLC, dba UNIFIED POWER (Seller) on behalf of or to the Customer (Customer) named in the attached Proposal (the Proposal) shall be subject to these Terms and Conditions. If Services are being supplied pursuant to Customer’s purchase or work order, Seller’s acceptance of said purchase or work order is expressly conditioned on Customers acceptance of these Terms and Conditions. Any of the provisions of Customers purchase or work order which attempt to impose terms and conditions at variance with these Terms and Conditions shall not be binding on Seller and shall not be considered applicable to the Services contemplated by the Proposal.

2. Delivery, Delays and Title. Any Service completion date or Product delivery date specified on the face hereof is approximate and is not a guarantee of a particular date of completion of the Services to be performed hereunder or delivery of the Products, and such dates are based upon receipt of all necessary information from the Customer. Under no circumstances shall Seller be liable for damages for any delay or failure to perform the Services or deliver the Products as scheduled if such delay or failure is occasioned in whole or in part by reason of force majeure, or any other causes or circumstances beyond Seller's reasonable control or which Seller by reasonable diligence could not have avoided.

3. Warranty and Seller’s Limitation of Liability. Seller’s sole warranty pursuant to these Terms and Conditions shall be that all Services performed shall be performed in a competent manner, and that any Products provided hereunder and any incidental materials and consumables utilized in the performance of the proposed Services will be new or like new and free from defects in workmanship and will conform to the applicable drawings and specifications. If Customer identifies any failure of Seller to meet the above stated warranty within thirty (30) days from the date such Service or installation of such Products, Customer must immediately notify Seller in writing. Any claims of Customer, shall not be cause for the cancellation of the Proposal or these Terms and Conditions.

NO WARRANTY, EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS, ARE EXTENDED BY SELLER, OR MAY BE EXTENDED BY CUSTOMER, TO ANY THIRD PERSON. NOTWITHSTANDING ANYTHING IN THIS CONTRACT OR OTHERWISE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE PERFORMANCE OF SERVICES OR DELIVERY OF A PRODUCT, OR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSSES OF ANTICIPATED PROFITS, LOST SALES, GOODWILL, INJURY TO PERSON OR PROPERTY, OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING OUT OF: (I) WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE RELATED TO A PRODUCT OR (II) THE PERFORMANCE OF ANY SERVICE WHETHER A CLAIM FOR SUCH DAMAGE IS BASED UPON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE, WHETHER OR NOT THE POSSIBILITY OF DAMAGE WAS DISCLOSED TO SELLER OR COULD HAVE BEEN REASONABLY FORESEEN BY SELLER. ANY ACTION OR REMEDY BY CUSTOMER ARISING OUT OF THIS CONTRACT OR ANY BREACH THEREOF MUST BE COMMENCED BY CUSTOMER WITHIN SIX (6) MONTHS AFTER SUCH CAUSE OF ACTION SHALL HAVE ACCURED. CUSTOMER SHALL INDEMNIFY SELLER FROM ANY SUCH CLAIMS, INCLUDING REASONABLE ATTORNEY FEES, EXPERT FEES AND COURT COST. SELLER ASSUMES NO RESPONSIBILITY FOR ANY DAMAGE OR INJURY TO ANY PERSONS OR PROPERTY, WITH RESPECT TO ANY SERVICES PROVIDED BY SELLER WITH RESPECT TO THIS CONTRACT (WHICH MAY INCLUDE INSTALLATION AND FURTHER RELATED SERVICES), EXCEPT AS SUCH DAMAGES OR INJURY MAY BE HELD TO BE THE SOLE AND DIRECT RESULT FROM OR OUT OF (A) ANY GROSSLY NEGligent PERFORMANCE BY SELLER OF ITS OBLIGATIONS UNDER THE TERMS OF THIS CONTRACT, OR (B) ANY WILLFUL MISCONDUCT ON THE PART OF THE SELLER, ITS AGENTS OR EMPLOYEES. No person has any authority to bind Seller to any affirmation, representation or warranty concerning the Services, except an authorized agent of Seller who agrees to the same in writing. In no event shall any different and/or additional affirmation, representation or warranty relating to the Services.

4. Returns. Products may be returned to Seller only after receipt by Customer of written authorization and shipping instructions from Seller signed by an authorized agent of Seller.

5. Cancellations. All requests for cancellation shall be made in writing by Customer, and orders or service contracts shall not be cancelled without the prior written consent of Seller signed by an authorized agent of Seller. Orders for Products or Services in process or completed at the time Customer's cancellation is received by Seller are subject to cancellation charges up to the invoice value of the Products or Services.

6. Price. All prices stated in Sellers Proposal or in the attached rate sheets will be maintained for Services performed within thirty (30) days from the date of the Proposal (Price Maintenance Date) unless extended by Seller at its sole option. Prices stated herein do not include installation, freight and handling charges, unless such item is specifically listed and priced in the agreements between Seller and Customer.

7. Payment. Unless otherwise specifically provided in the Proposal, invoices for performance of any non-Contract Services will be processed upon completion of the Service. Invoices for all Products not sold as part of a Service will be processed upon shipment of the Products to Customer. Payment of all invoices is due within thirty (30) days from the date of the invoice. Payment to Seller by Customer will not be contingent on third party payments to Customer. Any payment not made when due shall be subject to a one and one half percent (1-1/2%) service charge per month which will be added to all balances past due, which is an annual rate of eighteen percent (18%). In addition, an amount equal to twenty percent (20%) of the service price will be added to all outstanding principal balances which are more than thirty (30) days past due if, in the sole opinion of Seller, it is necessary to utilize the services of an attorney and incur related expenses in the collection of the account and such additional amount shall be an obligation of Customer. In the event that Seller in its sole opinion shall decide it
is necessary to file court action in order to collect any outstanding balance, then Customer shall be obligated to reimburse Seller for all attorneys fees and court costs.

8. Default. The following specific conduct shall be considered a default under these Terms and Conditions:

1. Failure to pay when due any amounts pursuant to any of the agreements between Seller and Customer.

2. The filing of a bankruptcy proceeding by or against Customer or attachment or garnishment proceedings commenced against Customer which is not dismissed within thirty (30) days after the date of filing.

3. Any breach of the terms of these Terms and Conditions or any other agreements between Seller and Customer, other than as set forth in subsection 1 or 2 of this Section 8 and such default continues for twenty (20) days after written notice thereof by the party not in breach, such continuing breach shall constitute a default by the breaching party.

Upon an event of default by Customer pursuant to subsection 1 or 2 of this paragraph, or if the financial responsibility of Customer shall become impaired or shall be deemed unsatisfactory by Seller for any reason, or if Customer shall default under any of its agreements between Seller and Customer, then in such case (i) upon demand by Seller, Customer shall provide satisfactory security or advance cash payment and performance of Services or delivery of Products may be withheld by Seller until such security or payment is received; (ii) Seller may declare all of Customers outstanding indebtedness to Seller immediately due and payable; and/or (iii) Seller shall have the option to immediately withhold deliveries and suspend performance and to resume deliveries and performance when it deems appropriate or declare the transaction between Seller and Customer void and, upon such an event, Seller shall have no further duties or obligations to Customer whatsoever and will retain all amounts paid by Customer. Acceptance by Seller at any time of less than the full amount due Seller shall not be deemed to constitute a waiver of any of Sellers rights hereunder. Sellers rights under this Section of the Terms and Conditions are in addition to all rights available at law or in equity to Seller.

In the event of an uncured default by either party, pursuant to section 3 of this paragraph, the non-defaulting party shall have the right to declare the remaining term of the relationship between Seller and Customer void.

9. Taxes. In addition to any price specified herein, Customer shall pay, or reimburse Seller for the gross amount of any and all taxes that are associated with this transaction unless Customer has furnished Seller with evidence of exemption acceptable to the taxing authorities in advance of this transaction.

10. Governing Law. These Terms and Conditions shall be construed and enforced in accordance with the laws of the State of Texas, exclusive of the Texas conflict of law rules. Any actions, claims or suits (whether in law or equity) arising out of or relating to these Terms and Conditions, or the alleged breach thereof, shall be brought only in courts located in Dallas County, Texas and Customer hereby waives its rights, if any, to bring such actions, claims or suits in any other courts. The parties hereby submit themselves to the jurisdiction of the courts located in Dallas County, Texas for the enforcement of this provision and for the enforcement of any judgment rendered by such courts. If any action, claim or suit is brought by Seller against Customer hereunder, Customer agrees to and does hereby irrevocably appoint the Texas Secretary of State as Customers agent for the acceptance of service of process therein, and a copy of such process shall be mailed to Seller by Customer at Customers last known address.

11. Nonassignability. This Terms and Conditions and its terms shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns except that neither these Terms and Conditions nor any interest or obligation hereunder shall be assignable or transferable by Customer, in whole or in part, without the prior written consent of Seller.

12. Severability. If any provision or any paragraph of these Terms and Conditions is determined to be illegal or unenforceable, it shall not affect the enforceability of any other provision or any paragraph of these Terms and Conditions and the Terms and Conditions shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

13. Holiday Scheduling. Seller recognizes nine (9) holiday events each year (Holidays) and there shall be no scheduled maintenance performed by Seller on Holidays. Accordingly, scheduled maintenance rates and availability during Holidays are subject to adjustment. Seller will notify Customer in advance of any conflicts between Sellers Holiday schedule and Customers scheduled maintenance, and such scheduled maintenance shall be rescheduled at a time mutually agreeable to Seller and Customer. Holiday restrictions are not applicable to emergency call-out service, but rates may be adjusted.

14. Notice. Any notice, writing or other communication required or permitted to be given under the terms of these Terms and Conditions shall be in writing and sent to the addresses of Seller and/or Customer set forth in the agreement(s) between Seller and Customer by one or more of the following methods: (a) by personal hand delivery; (b) by certified or registered mail in the United States mail, postage prepaid, return receipt requested; or (c) by a recognized overnight express mail service. If mailed by U.S. Mail, the notice period shall be deemed to begin two (2) days following the date on which that notice is mailed.
a. Unless otherwise specified by Seller, any quotation or proposal of Seller shall expire thirty (30) days from the date of issuance and may be modified or withdrawn at any time prior to the date of Customer's formal written acceptance.

b. Seller reserves the right to subcontract any of the work to one or more subcontractors.

c. Any information, suggestions or ideas transmitted by Customer to Seller in connection with performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized agent of Seller.

d. The sale of any Service and Products ordered by the Customer which are not included within the scope of Sellers Proposal or other agreements with Customer is expressly conditioned upon these Terms and Conditions. Terms and conditions included in the Sellers Proposal, where not in conflict with the terms included herein, shall be incorporated by reference. Any additional or different terms and conditions set forth in the Customer's purchase order or similar communication are expressly objected to and will not be binding upon Seller unless specifically agreed to in writing by an authorized Seller employee.

e. The parties to these Terms and Conditions specifically agree that in the event that any provision of these Terms and Conditions is found, by a court of competent jurisdiction, to be unenforceable under Texas law, such provision(s) shall be waived, to the full extent permitted by law, without invalidating the remaining provisions of the Terms and Conditions.

f. All subheadings as used herein shall be descriptive only and shall not have any substantive meaning whatsoever.

g. To the extent that any provisions of these Terms and Conditions conflict with or are inconsistent with the terms as stated in the body of the Proposal attached hereto, then the terms of the Proposal shall prevail.

h. The parties hereto covenant and warrant that the persons executing the any agreement between Seller and Customer have been duly authorized to execute said agreement, and the agreement and these Terms and Conditions constitute a valid and legally binding obligation of the parties hereto.

-END OF TERMS AND CONDITIONS-
# Purchase Requisition

**Procurement Services Division**

<table>
<thead>
<tr>
<th>Send Purchase Order To:</th>
<th>Send Invoices To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor: Unified Power</td>
<td>Dept: Circuit Court Clerk</td>
</tr>
<tr>
<td>Vendor #: 12694</td>
<td>Division: Accounting</td>
</tr>
<tr>
<td>Attn: Jeremy Mathews</td>
<td>Attn: Julie Ellifsen</td>
</tr>
<tr>
<td>Email: <a href="mailto:jmatthews@kramerdatapower.com">jmatthews@kramerdatapower.com</a></td>
<td>Email: <a href="mailto:julie.ellifsen@18thjudicial.org">julie.ellifsen@18thjudicial.org</a></td>
</tr>
<tr>
<td>Address: 217 Metro Dr.</td>
<td>Address: 505 N County Farm Rd</td>
</tr>
<tr>
<td>City: Terrell</td>
<td>City: Wheaton</td>
</tr>
<tr>
<td>State: TX</td>
<td>State: IL</td>
</tr>
<tr>
<td>Zip: 75160</td>
<td>Zip: 60187</td>
</tr>
<tr>
<td>Phone: 630-433-4046</td>
<td>Phone: 630-407-8590</td>
</tr>
<tr>
<td>Fax:</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Send Payments To:</th>
<th>Ship To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor: Unified Power</td>
<td>Dept: Circuit Court Clerk</td>
</tr>
<tr>
<td>Vendor #:</td>
<td>Division: Operations</td>
</tr>
<tr>
<td>Attn: Jeremy Mathews</td>
<td>Attn: Dan McGuire</td>
</tr>
<tr>
<td>Email: <a href="mailto:jmatthews@kramerdatapower.com">jmatthews@kramerdatapower.com</a></td>
<td>Email: <a href="mailto:dan.mcguire@18thjudicial.org">dan.mcguire@18thjudicial.org</a></td>
</tr>
<tr>
<td>Address: 217 Metro Dr.</td>
<td>Address: 505 N County Farm Rd</td>
</tr>
<tr>
<td>City: Terrell</td>
<td>City: Wheaton</td>
</tr>
<tr>
<td>State: TX</td>
<td>State: IL</td>
</tr>
<tr>
<td>Zip: 75160</td>
<td>Zip: 60187</td>
</tr>
<tr>
<td>Phone: 630-433-4046</td>
<td>Phone: 630-688-1008</td>
</tr>
<tr>
<td>Fax:</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payment Terms</th>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td>PER 50 ILCS 505/1 Destination</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Use for</th>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
<th>Use for</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO25 only</td>
<td></td>
<td></td>
<td></td>
<td>PO25 only</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Remove, Replace, Recycle</td>
<td>battery strings on UPS</td>
<td>18</td>
<td>1400</td>
<td>6720</td>
<td>54100</td>
<td></td>
<td>27,947.26</td>
<td>27,947.26</td>
</tr>
</tbody>
</table>

| Requisition Total | $ 27,947.26 |

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

the total does include the after hour labor option

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
### Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

---

<table>
<thead>
<tr>
<th>Vendor: Unified Power</th>
<th>Vendor #: 12694</th>
<th>Contract Term:</th>
<th>Contract Total: $27,947.26</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Dept: Circuit Court Clerk</th>
<th>Contact: John Larson</th>
<th>Phone: 630-407-8579</th>
<th>Assigned Committee: JPS</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Description of Procurement/ Scope of Work/ Background</th>
<th>This procurement is for the labor to remove, replace and recycle the battery strings on our Powerware UPS.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Reason for Procurement</th>
<th>The battery strings for our UPS are starting to fail, due to being at their end of life. A battery string life is estimated at 4-5 years and our is at the 5 year mark.</th>
</tr>
</thead>
</table>

### FUNDING SOURCE

- [ ] Procurement budgeted for (FY and budget code(s)): 18-1400-6720-54100
- [ ] Budget Transfer (Date) ____________  Add'l Information

### DECISION MEMO NOT REQUIRED

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # ____________ (QUOTE < $25,000, BID > $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # ____________  Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00  [ ] Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

### DECISION MEMO REQUIRED

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS25)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________ (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # ____________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # ____________

### PREPARED BY AND APPROVAL(S) (Initials Only)

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________</td>
<td>Feb 26, 2018</td>
</tr>
</tbody>
</table>

Recommended for Approval: 2-27-18  IT Approval, if required: 3-12-2018

### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________</td>
<td>3-16-18</td>
</tr>
</tbody>
</table>

Procurement Officer: 3-16-18

<table>
<thead>
<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________</td>
<td>3-16-18</td>
</tr>
</tbody>
</table>

Chairman's Office (Decision Memos Over $25,000): Date
The United States of America
State of Illinois
County of DuPage

FUND AUTHORIZATION

The undersigned being the Chief Judge of the 18th Judicial Circuit Court of DuPage County, Illinois and in accordance with 705 ILCS 105/27.3a and Ordinance JLE 012-84, adopted October 9, 1984 by the DuPage County Board and as amended, establishing the COURT AUTOMATION FUND, do hereby authorize the funding of the attached purchase requisition.

1400-6720-54100

Requisition #: 12109

Unified Power
207 Metro Dr,
Terrell TX 75160

UPS – replacement of battery strings $27,947.26

APPROVED:

^  

Signature on File

Hon. Daniel Guerin
Chief Judge

Date 2-24-18

Chris Kachiroubas, CLERK OF THE 18th JUDICIAL CIRCUIT COURT
WHEATON, ILLINOIS 60189-0707 ©
Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County’s Contractual Obligation.

Date: Jan 26, 2018

Company Name: On Computer Services LLC d.b.a Unified Power
Contact Phone: 877-469-4846

Company Contact: Michael Sharp
Contact Email: michael.sharp@unifiedpowerusa.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, “contractor or vendor” includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☐ NONE (check here) - If no contributions have been made

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☐ NONE (check here) - If no contacts have been made

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county’s ethics and procurement policies and ordinances are available at: http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Printed Name: Michael Sharp
Title: Customer Care
Date: Jan 26, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
FY2018 STRATEGIC INITIATIVES:

STRATEGIC INITIATIVE #1: (Provide a brief description of your strategic initiative.)

IT Shared Services Initiatives – See Project List Below

LINKAGE TO STRATEGIC PLAN: (Using the Strategic Plan, identify the strategic imperative and corresponding strategies to which your initiative is connected.)

Strategic Imperative: (4) Build on success of ACT plus Quality and Leadership.
High-Level Strategy: (4.1) Pursue operational efficiencies by streamlining planning, minimizing duplication, and sharing and consolidating resources.
(4.2) Work with local and regional partners to promote the principles of the ACT Initiative beyond County government.
Operational Strategy: Improve coordination between departments providing related services.

BUDGETARY IMPACT: (Identify the resources that will be necessary during the fiscal year to support the strategic initiative.)

FY2018 Impact:    Shared Services initiatives should be revenue neutral or save money.
Anticipated Future Impact(s):    Shared Services initiatives should be revenue neutral or save money.

ONE-YEAR OUTLOOK: (State what you expect to accomplish with the strategic initiative during the fiscal year.)

1. ETSB
   • Work with ETSB and Municipalities to implement a Countywide Computer-Aided Dispatch/Records Management System (CAD/RMS) for Public Safety.

2. GIS
   • Provide GIS shared services.

KEY MILESTONES: (List key milestones or indicators which demonstrate the initiative is on track. Use target dates and metrics where appropriate.)

1. ETSB
   Q1 FY18
   • PRMS Oversight Committee members selected and hold first meeting - **completed**
   • Establish various committees under the PRMS Oversight Committee as defined in the Inter-Governmental Agreement — **in process**
   • Develop system policies and procedures — **ongoing**
   • Hold the Vendor-led Train-the-trainer workshops for agency’s staff — **moved to Q3 FY18**
   Q2 FY18
   • Finalize system configuration control documentation
   • Develop system acceptance test and criteria
• Development of system integration with other County and State systems

Q3 FY18
• Perform system acceptance testing
• System integration with other County and State systems testing
• Deployment of production environment and test environment
• Hold the Vendor-led train-the-trainer workshops for agency’s staff

Q4 FY18
• Hold the Vendor-led train-the-trainer workshops for agency’s staff
• Support agencies during end-user training.
• Development of optional system integration with 3rd party systems
• System configuration review

2. GIS
• Once our IGA is approved we will begin GIS application development and training services with Bloomingdale Park District – in process
• Both the County and the Village of Lisle accepted and approved the IGA for GIS shared services - completed
• Lisle Woodridge Fire Protection District and The County are working on an IGA - in process
• GIS staff will meet with the Lisle Township Highway Department and develop a scope of work for their review - in process
• Obtain additional shared services from other organizations – in process
FY2018 STRATEGIC INITIATIVES:

STRATEGIC INITIATIVE #2: (Provide a brief description of your strategic initiative.)

Modernize the Information Technology Infrastructure

LINKAGE TO STRATEGIC PLAN: (Using the Strategic Plan, identify the strategic imperative and corresponding strategies to which your initiative is connected.)

Strategic Imperative: (2) Comprehensive Financial Planning
High-Level Strategy: (2.2) Optimize cost containment while maximizing service levels and quality
Operational Strategy: (2.2.2) Control costs through cost-effective use of technology, updated policies and procedures, efficient organizational structures, and enhanced reporting

BUDGETARY IMPACT: (Identify the resources that will be necessary during the fiscal year to support the strategic initiative.)

1. Telecommunications System – Upgrade infrastructure
   FY2018 Impact: $545,000
   Anticipated Future Impact(s): Costs to upgrade or replace the phone system with a Unified Communication System estimated to be $1.2 million

2. Real Estate and Tax Billing System – Assessment and RFP development
   FY2018 Impact: $300,000
   Anticipated Future Impact(s): Depending on the recommendation of the assessment and responses from the RFP, between $7 - $10 million

ONE-YEAR OUTLOOK: (State what you expect to accomplish with the strategic initiative during the fiscal year.)

1. Telecommunications System
   • With the assistance of Facilities Management, cabling throughout the campus continues to be updated to meet the future needs of data and voice transmittal throughout the County - in addition, network switches will be upgraded to support newer devices requiring power over Ethernet - finally, our legacy tape backup system will be replaced with a more current disk to disk system

2. Real Estate and Tax Billing System
   • Hire consulting firm to gather requirements and create RFP
KEY MILESTONES: (List key milestones or indicators which demonstrate the initiative is on track. Use target dates and metrics where appropriate.)

1. Telecommunications System

Will continue to track installation of cabling throughout the campus

Q1 FY18
- Complete procurement of network switches - completed
- Research backup systems and make decision – in process
- Select consultant for unified communication system needs assessment – RFP to hire consultant is published and awaiting responses.

Q2 FY18
- Plan and procure new backup system
- Begin needs assessment for unified communication system
- Begin installation of all network switches

Q3 FY18
- Installation of backup system
- Complete network switch installation

2. Real Estate and Tax Billing System

Q1 FY18
- Consulting Firm selection – completed

Q2 & Q3 FY18
- RFP is put on the street.

Q4 FY18
- Vendor is selected.
### FY2018 Strategic Initiatives:

#### Strategic Initiative #3:

- **Brief Description:** Begin working in cooperation with NE Illinois Counties (DuPage, Cook, Lake, Kane, McHenry, Will) utilizing GIS to combat the Opioid Crises and keep participants informed on the changes in the Opioid Crises in and around the NE Illinois Region.

#### Linkage to Strategic Plan:

- **Strategic Imperative:** (1) Quality of Life
- **High-Level Strategy:** (1.2) Maintain the countywide safety net to help people escape poverty, maximize independence, and achieve economic self-sufficiency
- **Operational Strategy:** (1.2.6) Continue combating the County’s heroin crisis by with local officials and community partners

#### Budgetary Impact:

- **FY2018 Impact:** $20,000
- **Anticipated Future Impact(s):** $10,000 to develop new datasets and applications

#### One-Year Outlook:

- Round Table Meeting of Participating Counties
- Inventory Existing Opioid incidents and prevention data and applications
- Develop some common data schemas/standards for share information concerning opioid abuse and prevention
- Develop an initial dataset and application for use by to inform the population within the NE Illinois Region in Opioid abuse and prevention

#### Key Milestones:

- Discussion between NE Illinois Counties on current and needed Spatial Data – in process
- Inventory and Review of Existing Opioid incidents and prevention data and applications – in process
- Development of common data schemas/standards for share information concerning opioid abuse and prevention item. May-July 2018
- Development an initial dataset and application for use by to inform the population within the NE Illinois Region in Opioid abuse and prevention Aug-Oct 2018
- Roll Out of Application Nov 2018