1. CALL TO ORDER

8:15 AM meeting was called to order by Chairman Grant Eckhoff at 8:15 AM.

2. ROLL CALL

PRESENT: Covert, DiCianni, Eckhoff, Hart, Healy, Larsen, Ozog, Renehan, Tornatore, Zay
ABSENT: Noonan, Puchalski

Ms. Selmon was also present.

3. PUBLIC COMMENT

None

4. CHAIRMAN'S REMARKS

None

5. APPROVAL OF MINUTES:

A. Judicial/Public Safety Committee - Regular Meeting - Nov 20, 2018 8:15 AM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Sam Tornatore, District 1
SECONDER: Peter DiCianni, District 2
AYES: Covert, DiCianni, Eckhoff, Hart, Healy, Larsen, Ozog, Renehan, Tornatore, Zay
ABSENT: Noonan, Puchalski

6. BUDGET TRANSFERS

A. Budget Transfers -- Transfer of funds from account nos 54100 (IT equipment) and 54120 (automotive equipment) to account no 54110 (equipment and machinery) for the Sheriff's Office in the amount of $45,190.00 to cover invoices for new builds for the Sheriff's vehicles.
Member Zay did inquire why a budget transfer was needed already. Sheriff Mendrick let the committee know that the vehicles had a recall on them that affected the auxiliary accessories, forcing the cages to be reinforced. This raised the overall cost. Member Larson further asked why this wasn't covered as part of the recall replacement. Sheriff Mendrick explained that as an auxiliary purchase, the reinforced cages were not covered in the recall fix.

RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, District 5
SECONDER: Greg Hart, District 3
AYES: Covert, DiCianni, Eckhoff, Hart, Healy, Larsen, Ozog, Renehan, Tornatore, Zay
ABSENT: Noonan, Puchalski

7. ACTION ITEMS

A. FI-R-0006-19 RESOLUTION -- Acceptance of Additional Funding and Extension of Time for the Illinois Emergency Management Agency (IEMA) Emergency Management Performance Grant PY17, Intergovernmental Agreement No. 17EMADUPA2, $310,150.77

RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, District 5
SECONDER: Robert L Larsen, Vice Chair
AYES: Covert, DiCianni, Eckhoff, Hart, Healy, Larsen, Ozog, Renehan, Tornatore, Zay
ABSENT: Noonan, Puchalski

B. JPS-P-0006-19 Recommendation for the approval of a contract purchase order issued to West, a Thomson Reuters Business, for a subscription to Westlaw that provides staff with access to online legal research. This contract covers the period of December 01, 2018 through November 30, 2021 for the Law Library, for a contract total amount not to exceed $85,752.41. Per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids – Sole Source. (Password for the library staff).

RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, District 5
SECONDER: Sam Tornatore, District 1
AYES: Covert, DiCianni, Eckhoff, Hart, Healy, Larsen, Ozog, Renehan, Tornatore, Zay
ABSENT: Noonan, Puchalski
C. JPS-P-0007-19 Recommendation for the approval of a contract purchase order to West, A. Thomson Reuters Business, for a subscription to Westlaw that provides attorneys and library patrons with access to online legal research. This contract covers the period of December 01, 2018 through November 30, 2021 for the Law Library, for a contract total amount not to exceed $198,324.51. Per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids – Sole Source. (To provide access to digital content for attorneys and public).

RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, District 5
SECONDER: Robert L Larsen, Vice Chair
AYES: Covert, DiCianni, Eckhoff, Hart, Healy, Larsen, Ozog, Renehan, Tornatore, Zay
ABSENT: Noonan, Puchalski

D. JPS-P-0008-19 Recommendation for the approval of a contract purchase order to West Thomson Reuters for a subscription to books that provides staff and attorneys with access to legal research titles in print. This contract covers the period of January 1, 2019 through December 31, 2021 for the Law Library, for a contract total amount not to exceed $283,524.00. Per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids – Sole Source. (Legal Books).

RESULT: APPROVED [UNANIMOUS]
MOVER: Sam Tornatore, District 1
SECONDER: Greg Hart, District 3
AYES: Covert, DiCianni, Eckhoff, Hart, Healy, Larsen, Ozog, Renehan, Tornatore, Zay
ABSENT: Noonan, Puchalski

E. 2019-5 Recommendation to approve the payment of invoices,160156 and 162692 to Business IT Source for computer equipment for the Circuit Court Clerk’s Office for the total amount of $3,217.23, per 55 ILCS 5/5-1022 Competitive Bids (d) IT/Telecom purchases under $35,000.

Member Renehan inquired why the high cost for shipping these items. The Circuit Court Clerk's Office will look into the line item and have an answer for the Finance meeting on December 11th.

RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, District 5
SECONDER: Peter DiCianni, District 2
AYES: Covert, DiCianni, Eckhoff, Hart, Healy, Larsen, Ozog, Renehan, Tornatore, Zay
ABSENT: Noonan, Puchalski
F. 2019-6 Recommendation for the approval of a contract purchase order to King Holloway Lipinski LLC, Attorney Peter M. King, to provide professional services as a conflict attorney assigned to juvenile cases to cover leave of absences, covering the period December 1, 2018 through September 30, 2019 for the 18th Judicial Circuit Court, for a contract total not to exceed $10,000. 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). (Grant Funded)

Member Renehan questioned why the attorney was not a DuPage purveyor, provided his office is out of Chicago. The Circuit Court clarified that the attorney has an office in Chicago and DuPage County. The position is grant funded and no travel time can be billed for on behalf of the attorney.

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
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</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>James Healy, District 5</td>
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<tr>
<td>SECONDER:</td>
<td>Sam Tornatore, District 1</td>
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<tr>
<td>AYES:</td>
<td>Covert, DiCianni, Eckhoff, Hart, Healy, Larsen, Ozog, Renehan, Tornatore, Zay</td>
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<tr>
<td>ABSENT:</td>
<td>Noonan, Puchalski</td>
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8. INFORMATIONAL ITEMS


Information item 8.A was accepted and placed on file.

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<tr>
<td>ABSENT:</td>
<td>Noonan, Puchalski</td>
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9. OLD BUSINESS

None

10. NEW BUSINESS

None

11. ADJOURNMENT

A. Motion to Adjourn

Without objection, the meeting was adjourned at 8:23 AM.
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<td>James Healy, District 5</td>
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<tr>
<td>SECONDER:</td>
<td>Robert L Larsen, Vice Chair</td>
</tr>
<tr>
<td>AYES:</td>
<td>Covert, DiCianni, Eckhoff, Hart, Healy, Larsen, Ozog, Renehan, Tornatore, Zay</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Noonan, Puchalski</td>
</tr>
</tbody>
</table>
1. CALL TO ORDER

8:15 AM meeting was called to order by Chairman Grant Eckhoff at 8:15 AM.

2. ROLL CALL

PRESENT: DiCianni, Eckhoff, Grasso, Hart, Healy, Khouri, Larsen, Noonan, Puchalski, Zay
ABSENT: Grant, Tornatore

Ms. Anderson and Mr. Gavanes was also present.

3. PUBLIC COMMENT

None

4. CHAIRMAN'S REMARKS

None

5. APPROVAL OF MINUTES:

A. Judicial/Public Safety Committee - Regular Meeting - Nov 6, 2018 8:15 AM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Donald Puchalski, District 1
SECONDER: Robert L Larsen, Vice Chair
AYES: DiCianni, Eckhoff, Grasso, Hart, Healy, Khouri, Larsen, Noonan, Puchalski, Zay
ABSENT: Grant, Tornatore

6. BUDGET TRANSFERS

Budget Transfer Items 6.A and 6.B were combined and approved.
RESULT: APPROVED [UNANIMOUS]
MOVER: Peter DiCianni, District 2
SECONDER: Sean T Noonan, District 2
AYES: DiCianni, Eckhoff, Grasso, Hart, Healy, Khouri, Larsen, Noonan, Puchalski, Zay
ABSENT: Grant, Tornatore

A. Budget Transfers -- Transfer of funds from account nos 52000 (furn/mach/equip sm value) and 52200 (operating supplies & materials) to account nos 53090 (other professional services) and 53610 (instruction & schooling) for the BCO Academy in the amount of $6,100.00 to cover invoices.

B. Budget Transfers -- Transfer of funds from account no 52100-4400 (IT equipment-sm value) to account no 54100-4400 (IT equipment) for the Sheriff's Office in the amount of $2,300.00 to cover CDW invoice for web filter.

7. ACTION ITEMS


RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: Robert L Larsen, Vice Chair
AYES: DiCianni, Eckhoff, Grasso, Hart, Healy, Khouri, Larsen, Noonan, Puchalski, Zay
ABSENT: Grant, Tornatore

B. JPS-P-0315-18 Recommendation for the approval of a contract purchase order to Advanced Public Safety, LLC to provide ongoing professional consultation and technical assistance with an application system. This contract covers the period of December 1, 2018 through November 30, 2021 for the Office of the Circuit Court Clerk, for a contract total amount of $1,275,000.00. 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).

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: Robert L Larsen, Vice Chair
AYES: DiCianni, Eckhoff, Grasso, Hart, Healy, Khouri, Larsen, Noonan, Puchalski, Zay
ABSENT: Grant, Tornatore
C. JPS-P-0316-18 Recommendation for the issuance of a contract purchase order to Allied Universal Security Services to provide security services for the County Campus. This contract covers the period of March 1, 2019 through February 28, 2020, for the Office of Homeland Security and the Office of Emergency Management, for a contract total not to exceed $827,344.22, per renewal option under Proposal 15-213-GV.

Member Puchalski did inquire whether or not there had been any complaints with or against the Allied Universal Security Services company. Chief Briggs replied that there have been no complaints and that the security personnel is well liked.

RESULT: APPROVED [UNANIMOUS]
MOVER: James Zay, District 6
SECONDER: Sean T Noonan, District 2
AYES: DiCianni, Eckhoff, Grasso, Hart, Healy, Khouri, Larsen, Noonan, Puchalski, Zay
ABSENT: Grant, Tornatore

D. JPS-P-0317-18 Recommendation for the approval of a contract purchase order to Christa M. Winthers, of Mullen & Winthers, P.C., to provide professional services as a conflict attorney assigned to juvenile cases for the period of December 1, 2018 through November 30, 2019 for the 18th Judicial Circuit Court, for a contract total amount not to exceed $45,000.00. 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).

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: James Zay, District 6
AYES: DiCianni, Eckhoff, Grasso, Hart, Healy, Khouri, Larsen, Noonan, Puchalski, Zay
ABSENT: Grant, Tornatore

E. 2018-272 Recommendation for the approval of a contract purchase order to Cellco Partnership d/b/a Verizon Wireless, for cellular and wireless services, for the period December 1, 2018 through November 30, 2019, for DST Transport, for a contract total not to exceed $6,000.00. Contract let pursuant to the Governmental Joint Purchasing Act. State of Illinois Master Contract #CMS793372P.

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: Robert L Larsen, Vice Chair
AYES: DiCianni, Eckhoff, Grasso, Hart, Healy, Khouri, Larsen, Noonan, Puchalski, Zay
ABSENT: Grant, Tornatore
F. 2018-273 Recommendation for the approval of a contract purchase order to Field Forensics, Inc., for the purchase of (1) HandyRam II RAMAN Spectrometer to use for identifying illicit narcotics, controlled drugs, explosives and a wide range of unknown substances for the DuPage County Sheriff’s Department, for a contract total not to exceed $21,724.00.00. Per lowest responsible bid #18-204-SHF. (This purchase will be paid out of the treasury fund)

Note: The amount from the narrative displays $21,724.00.00. This amount was verbally altered to reflect $21,724.00, as is accurate.

RESULT: APPROVED [UNANIMOUS]
MOVER: Peter DiCianni, District 2
SECONDER: Robert L Larsen, Vice Chair
AYES: DiCianni, Eckhoff, Grasso, Hart, Healy, Khouri, Larsen, Noonan, Puchalski, Zay
ABSENT: Grant, Tornatore

G. 2018-274 Recommendation for the approval for a contract purchase order to Logicalis, Inc., for the renewal of the annual VMware Software License covering the period December 22, 2018 through December 21, 2019 for the Circuit Court Clerk Office, for a contract total amount not to exceed $5,858.00, per 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under $35,000.00.

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, Vice Chair
SECONDER: Peter DiCianni, District 2
AYES: DiCianni, Eckhoff, Grasso, Hart, Healy, Khouri, Larsen, Noonan, Puchalski, Zay
ABSENT: Grant, Tornatore

H. 2018-275 Recommendation for the approval for a contract purchase order to Unified Power, for the renewal of the annual UPS maintenance agreement covering the period January 1, 2019 through December 31, 2019 for the Circuit Court Clerks Office, for a contract total amount not to exceed $6,725.74, per 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under $35,000.00.

RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, District 5
SECONDER: James Zay, District 6
AYES: DiCianni, Eckhoff, Grasso, Hart, Healy, Khouri, Larsen, Noonan, Puchalski, Zay
ABSENT: Grant, Tornatore
I. 2018-276 Recommendation for the approval of a contract purchase order to Loyola University of Chicago, to provide research into the efficacy of Trauma Focused Cognitive Behavioral Therapy for youth in DuPage County, for the period of July 1, 2018 through June 30, 2019, for a contract total amount not to exceed $13,798.00. 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). “GRANT FUNDED”

RESULT: APPROVED [UNANIMOUS]
MOVER: Peter DiCianni, District 2
SECONDER: James Zay, District 6
AYES: DiCianni, Eckhoff, Grasso, Hart, Healy, Khouri, Larsen, Noonan, Puchalski, Zay
ABSENT: Grant, Tornatore

J. 2018-277 Recommendation for the approval of a contract purchase order to Bradford Systems Corporation for the purchase of a secure new pass through evidence locker system for the Coroner, for a contract total not to exceed $10,080, paid out of the Corner Certificate Fee Fund Grant money. Contract let pursuant to the Intergovernmental Joint Purchasing Act in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act" (National IPA)

RESULT: APPROVED [UNANIMOUS]
MOVER: Tonia Khouri, District 5
SECONDER: Sean T Noonan, District 2
AYES: DiCianni, Eckhoff, Grasso, Hart, Healy, Khouri, Larsen, Noonan, Puchalski, Zay
ABSENT: Grant, Tornatore

K. 2018-288 Recommendation for the approval of a contract purchase order to Pace Systems, Inc, for the purchase of (2) HPE Expansion Module, (1) Power Supply, (2) HPE Aruba Switches and (6) HPE Transceiver Module for our jail camera project, for a contract total not to exceed $9,878.00; per lowest responsible quote

RESULT: APPROVED [UNANIMOUS]
MOVER: James Zay, District 6
SECONDER: Robert L Larsen, Vice Chair
AYES: DiCianni, Eckhoff, Grasso, Hart, Healy, Khouri, Larsen, Noonan, Puchalski, Zay
ABSENT: Grant, Tornatore

L. Consent Item -- Decrease Currie Motors Purchase order 10000429 -$27,721.00
RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, District 5
SECONDER: Robert L Larsen, Vice Chair
AYES: DiCianni, Eckhoff, Grasso, Hart, Healy, Khouri, Larsen, Noonan, Puchalski, Zay
ABSENT: Grant, Tornatore

8. INFORMATIONAL ITEMS


Informational Item 8.A was accepted and placed on file.

RESULT: APPROVED [UNANIMOUS]
MOVER: Peter DiCianni, District 2
SECONDER: Robert L Larsen, Vice Chair
AYES: DiCianni, Eckhoff, Grasso, Hart, Healy, Khouri, Larsen, Noonan, Puchalski, Zay
ABSENT: Grant, Tornatore

9. OLD BUSINESS

Member Grasso spoke to the importance of a police presence in the schools. Case and point was the Chicago shooting of November 19, 2018. He urged that we need to be prepared as a county and that we should continue to be proactive in the approach to school safety. Member Larson did add to that statement, we need to continue the mental health initiative that DuPage County has started and that we should see a positive impact from that strategy.

Member Zay closed the meeting by thanking Members Grasso, Khouri, and Grant for their years of service.

10. NEW BUSINESS

None

11. ADJOURNMENT

A. Motion to Adjourn

Without objection the meeting was adjourned at 8:25 AM.
RESULT: APPROVED [UNANIMOUS]
MOVER: Donald Puchalski, District 1
SECONDER: Robert L Larsen, Vice Chair
AYES: DiCianni, Eckhoff, Grasso, Hart, Healy, Khouri, Larsen, Noonan, Puchalski, Zay
ABSENT: Grant, Tornatore
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

From: 1000

Company Accounting Unit

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<th>Account</th>
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<th>After Transfer</th>
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Total $45,190.00

To: 1000

Company Accounting Unit

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<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
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<th>After Transfer</th>
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<td>EQUIPMENT AND MACHINERY</td>
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<td>13,547,68</td>
<td>58,787,68</td>
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</table>

Total $45,190.00

Reason for Request:
To cover incoming invoices for new builds for the Sheriff's new vehicles

Activity (optional)

Finance Department Use Only

Fiscal Year 2018 Budget Journal # Acctg Period
Entered By/Date Released By/Date Posted By/Date

****Please sign in blue ink on the original form****
INTERGOVERNMENTAL GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, ILLINOIS EMERGENCY MANAGEMENT AGENCY
AND
County of DuPage

The Illinois Emergency Management Agency (Grantor), with its principal office at 2200 South Dirksen Parkway, Springfield, Illinois 62703, and County of DuPage (Grantee), with its principal office at 418 N. County Farm Road, Wheaton, Illinois 60187-6017, hereby enter into this Intergovernmental Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as “Parties” or individually as a “party.”

PART ONE – THE UNIFORM TERMS
RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 135836026 is Grantee’s correct DUNS number, that 36-6006551 is Grantee’s correct FEIN, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a Government Unit.

1.2. Amount of Agreement. Grantee has received and expended funds under a previous FY17 grant agreement. Additional FY17 funds under this Agreement shall not exceed $620,301.54, of which $310,150.77 are federal funds. Grantee agrees to accept Grantor’s payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement. Grantee is required to match these funds with eligible expenses as outlined in Exhibit C.


1.4. Term. This Agreement shall be effective on October 1, 2016, and shall expire on September 30, 2018, unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the...
purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

16. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Illinois Emergency Management Agency

By: ____________________________
   William P. Robertson, Acting Director

Date: __________________________

By: ____________________________
   Jenifer L. Johnson, Chief Legal Counsel

Date: __________________________

By: ____________________________
   Brett Cox, Chief Fiscal Officer

Date: __________________________

Daniel Cronin, County Board Chairman

Date: 9-11-18
ARTICLE II
REQUIRED REPRESENTATIONS

2.1. **Standing and Authority.** Grantee warrants that:

(a) Grantee is a governmental entity.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(d) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. **Compliance with Internal Revenue Code.** Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. **Compliance with Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to $25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. **Compliance with Uniform Grant Rules (2 CFR Part 200).** Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. **Compliance with Registration Requirements.** Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee’s responsibility to remain current with these registrations and requirements. If Grantee’s status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

ARTICLE III
DEFINITIONS

3.1. **Definitions.** Capitalized words and phrases used in this Agreement have the following meanings:

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Consolidated Financial Report” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“DUNS Number” means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

“FAIN” means the Federal Award Identification Number.

“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.20. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.
"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 III. Admin. Code 7000.20.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Indirect Costs" has the same meaning as in 44 III. Admin. Code 7000.20.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 III. Admin. Code 7000.20.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 III. Admin. Code 7000.20.

"Notice of Award" has the same meaning as in 44 III. Admin. Code 7000.20.

"OMB" has the same meaning as in 44 III. Admin. Code 7000.20.

"Prior Approval" has the same meaning as in 44 III. Admin. Code 7000.20.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 III. Admin. Code 7000.20.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 III. Admin. Code 7000.20.
ARTICLE IV
PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds; or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Illinois Grant Funds Recovery Act. Any Grant Funds remaining at the end of the Agreement period which are not expended or legally obligated by Grantee shall be returned to Grantor within forty-five (45) days after the expiration of this Agreement in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 et seq.). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable Federal laws or regulations.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in PART TWO or PART THREE. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All
interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986, 30 ILCS 210; See also 30 ILCS 705/10.

4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in PART TWO or PART THREE. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor’s approval of Grantee’s request for an extension shall not be unreasonably withheld.

4.8. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

ARTICLE V

SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including Exhibit A (Project Description) and Exhibit B (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State’s Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in PART TWO (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in PART THREE.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in Exhibit G. Grantee shall adhere to the specific conditions listed therein.
ARTICLE VI
BUDGET

6.1. **Budget.** The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

6.2. **Budget Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. **Discretionary Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor’s approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. **Non-discretionary Line Item Transfers.** Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. **Notification.** Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII
ALLOWABLE COSTS

7.1. **Allowability of Costs; Cost Allocation Methods.** The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. **Indirect Cost Rate Submission.**
   (a) This Paragraph 7.2 applies only to:
      (i) A Grantee who charges, or expects to charge, any Indirect Costs; and
      (ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.
   (b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.
7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) Accounting System. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

(b) Source Documentation. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity’s organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in PART TWO, PART THREE or Exhibit G of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee’s actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.
(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate officer of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. **Federal Requirements.** All Grants, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.9. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

**ARTICLE VIII**
**REQUIRED CERTIFICATIONS**

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.
debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 et seq. or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 et seq.).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC §1251 et seq.).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

**ARTICLE IX**

**CRIMINAL DISCLOSURE**

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

**ARTICLE X**

**UNLAWFUL DISCRIMINATION**

State of Illinois

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10.1. **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (42 USC 12101 et seq.); and
- (f) The Age Discrimination Act (42 USC 6101 et seq.).

**ARTICLE XI**

**LOYBIBYING**

11.1. **Improper Influence.** Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. **Federal Form LLL.** If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. **Lobbing Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
11.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor’s family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. **Subawards.** Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(l) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. **Certification.** This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

**ARTICLE XII**

**MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

12.1. **Records Retention.** Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. **Accessibility of Records.** Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor’s Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. **Failure to Maintain Books and Records.** Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. **Monitoring and Access to Information.** Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor’s request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.
ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS

13.1. **Required Periodic Financial Reports.** Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three-month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327.

13.2. **Close-out Reports.**

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. **Annual Financial Reports.**

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.

(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4. **Effect of Failure to Comply.** Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such.
without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit F must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantee shall notify Grantee of same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award’s statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.


ARTICLE XV
AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor’s Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. Single and Program-Specific Audits. If Grantee expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or program-specific audit conducted for that year as required in 2 CFR 200.501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (Program-specific audit). The audit (and package) must be submitted...
to Grantor either within (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) nine months after the end of the audit period, whichever is earlier.

15.3. Financial Statement Audit. If Grantee expends less than $750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in 15.2, but receives between $300,000 and $499,999 in Federal and State Awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards (GAAS); if Grantee expends between $500,000 and $749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

15.4. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor’s most recent peer review report and acceptance letter.

15.5. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

ARTICLE XVI
TERMINATION; SUSPENSION

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) days’ prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

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(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(c) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. **Suspension.** Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. **Objection.** If Grantor suspends or terminates this Agreement, in whole or in part, for cause, Grantee may avail itself of any opportunities to object and challenge such suspension or termination in accordance with any applicable written processes and procedures. 2 CFR 200.341.

16.4. **Effects of Suspension and Termination.**

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

i. Grantor expressly authorizes them in the notice of suspension or termination; and

ii. The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.5. **Close-out of Terminated Agreements.** If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

**ARTICLE XVII**

**SUBCONTRACTS/SUB-GRANTS**

17.1. **Sub-recipients/Delegation.** Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior

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Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

ARTICLE XVIII
NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee’s legal status, Federal employer identification number (FEIN), DUNS number, SAM registration or the state equivalent registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days’ prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee’s failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee’s ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee’s ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee’s ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX
REORGANIZATION

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX

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AGREEMENTS WITH OTHER STATE AGENCIES

20.1. **Copies upon Request.** Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

**ARTICLE XXI**
**CONFLICT OF INTEREST**

21.1. **Required Disclosures.** Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2. **Prohibited Payments.** Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor’s annual salary, or $106,447.20 (30 ILCS 500/50-13).

21.3. **Request for Exemption.** Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII**
**EQUIPMENT OR PROPERTY**

22.1. **Transfer of Equipment.** Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. **Prohibition against Disposition/Encumbrance.** The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. **Equipment and Procurement.** Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property

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and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV
INSURANCE

24.1. Purchase and Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV
LAWSUITS

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee’s use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.
25.2. **Liability.** Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party’s agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXVI**
**MISCELLANEOUS**

26.1. **Gift Ban.** Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. **Access to Internet.** Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantor or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. **Exhibits and Attachments.** Exhibits A through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. **Assignment Prohibited.** Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee’s rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. **Amendments.** This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. **Severability.** If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. **No Waiver.** No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party’s right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. **Applicable Law; Claims.** This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. **Compliance with Law.** This Agreement and Grantee’s obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.
26.10. **Compliance with Confidentiality Laws.** If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. **Compliance with Freedom of Information Act.** Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. **Precedence.** In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. **Headings.** Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.14. **Entire Agreement.** Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.15. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.16. **Attorney Fees and Costs.** If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys’ fees, costs and expenses associated with such proceedings.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**
EXHIBIT A

PROJECT DESCRIPTION

The Grantor has been awarded an Emergency Management Performance Grant (EMPG) from the Federal Emergency Management Agency (FEMA). The Grantee will utilize EMPG grant funds in accordance with the Emergency Management Assistance (EMA) program as outlined in the Grantee’s FFY17 Grant Program Application. The EMA Program will aid the Grantee in the administration of effective emergency management in the areas of personnel and benefits, travel, organization and equipment.
EXHIBIT B
DELIVERABLES OR MILESTONES

Deliverables are directly related to the successful completion of the approved scope of work.

The FFY 17 Grant Program Application outlines the expenditures for which the Grantee will seek reimbursement. The Grantor will only reimburse those expenditures that are specifically listed in the approved Application.

The Grantee is required to perform each of the following tasks:

1. Timely submission of quarterly reports that include both financial and performance-based information as set forth in Exhibit E.

2. Required training and exercise participation as set forth in Part III.
EXHIBIT C

PAYMENT

Grantee’s total compensation and reimbursement shall not exceed the sum of $310,150.77.

No costs eligible under this Agreement shall be incurred after September 30, 2017.

The required match for this grant is 50%. All cost sharing or matching funds claimed by the Grantee shall meet the requirements of 2 CFR 200.306. To meet matching requirements, the Grantee’s contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program, and must comply with all federal requirements and regulations. Except as provided by federal law, a cost sharing or matching requirement may not be met by other federal funds.
EXHIBIT D
CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Robert Evans
Title: EMPG Grant Program Manager
Address: 2200 South Dirksen Parkway
         Springfield, IL 62703
Phone: 217-557-4788
E-mail: bob.p.evans@illinois.gov

GRANTEE CONTACT

Name: Murray Snow
Title: 
Address: 418 N. County Farm Road
         Wheaton, Illinois 60187
Phone: (630) 407-2909
E-mail: Murray.snow@dupageco.org
EXHIBIT E
PERFORMANCE MEASURES

The Grantee shall submit a Quarterly Claims Form to Grantor electronically through the Grantor's grants Management System no later than 30 days after the end of each Federal Fiscal Year quarter. All claims must be for the quarter in which they occurred.

A Quarterly Narrative must be submitted as a part of the Quarterly Claims Form. In the Quarterly Narrative, the Grantee must include a report for activities completed in the three-month quarter applicable to the claim and progress in achieving the goals and objectives listed in the Annual Work Plan submitted in the Application.
EXHIBIT F

PERFORMANCE STANDARDS

Performance standards include:

1. Appropriate use of grant funds in accordance with the approved scope of work and budget, and the terms outlined in this Agreement.

2. The timely submittal of required documentation as defined in Exhibit E of this Agreement.

3. Adequate results from grant monitoring conducted by the Grantor.
EXHIBIT G
SPECIFIC CONDITIONS

NONE.
PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

NONE.
PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE and the Grantor-Specific Terms in PART TWO, the Grantor has the following additional requirements for this Project:

1. All allocations and use of funds by the Grantee shall be in accordance with the applicable notice of funding opportunity. The Grantee shall comply with all applicable federal and state statutes, regulations, executive orders, and other policies and requirements in carrying out any project supported by these funds. The Grantee recognizes that laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent requirements will apply during the performance period of this Agreement.

2. All personnel who are funded in whole or in part with the funds from this Agreement are required to successfully complete specified National Incident Management System (NIMS) courses as well as the FEMA Professional Development Series (PDS) courses. The list of required courses includes NIMS training courses IS 100, IS 200, IS 700 and IS 800 and FEMA PDS IS 120, IS 230, IS 235, IS 240, IS 241, IS 242 and IS 244. Effective Oct. 1, 2015, any version of the courses listed above will be considered as meeting the requirement. New employees have 12 months from the date of hire to complete the training requirement. All employees must ensure that their course certificates have been submitted to their respective Grantor Regional Office for entry on their training transcript by September 30, 2017.

3. All personnel who are funded in whole or in part with funds from this Agreement shall participate in no less than three exercises by September 30, 2017. The definition of “participate” includes serving in one of the following positions during the exercise: exercise director, evaluator, facilitator, controller, simulator, player or inject writing team member. As the intent of the EMPG program is, in part, to design and conduct exercises that engage a whole community of stakeholders and validate core capabilities, at least two of the three required exercises must be from the following list: local workshop, seminar, drill, tabletop, functional or full-scale. Only one of the three exercises may be from the following list: IEMA Training Summit or local emergency management conference, Grantor regional meeting or STARCOM radio check. All exercises and associated paperwork must be completed prior to September 30, 2017, to ensure employee compliance, with the exception of new hires, who have 12 months from the date of hire to complete requirements.

4. The Grantee is required to maintain adoption and implementation of the National Incident Management System.

5. If funding will be used to purchase emergency communications equipment or to fund related activities, the Grantee shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

6. The Grantee will provide all necessary financial and managerial resources to meet the terms and conditions of this Agreement.

7. If the Grantee fails to expend or is over-advanced grant funds, the Grantor reserves the right to recapture funds in accordance with the applicable Federal or State laws and requirements. The Grantee shall return to IEMA all grant funds that are not expended or that are received from IEMA in error. All funds remaining at the expiration of the period of time the funds are available for expenditure or obligation by the Grantee shall be returned to IEMA within 45 days, if applicable. IEMA may recapture those funds in accordance with state and federal laws and regulations. The Grantee’s failure to comply with any one of
the terms of this Agreement shall be cause for IEMA to seek recovery of all or part of the grant proceeds.

8. This Agreement may be amended because of changes in state or federal statutes, regulations, or grant award policies; an extension in the grant award term; an increase in the amount of funds granted; or any other provision requiring a modification. Grantor may remove (or reduce) a Specific Condition included in this Exhibit G by providing notice in writing to the Grantee. All other modifications must be in writing and signed by both parties.

9. The Grantee agrees that funds under this award will be used to supplement, but not supplant, state or local funds budgeted for the same purposes. The Grantee may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

10. The Grantee shall not undertake any project having the potential to impact EHP resources or initiate procurement without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. The Grantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground-disturbing activities occur during project implementation, the Grantee must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the Grantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
# Purchase Requisition
## Procurement Services Division

**Send Purchase Order To:**
- **Vendor:** West Thomson Reuters
- **Vendor #:** 11169
- **Attn:** Tim Moore
- **Email:** Tim.Moore@thomsonreuters.com
- **Address:** 610 Opperman Dr, D6-12
- **City:** Eagan
- **State:** IL
- **Zip:** 55123
- **Phone:** 217-953-9552
- **Fax:** 217-953-0870

**Send Invoices To:**
- **Dept:** Law Library
- **Attn:** Mary Anderson
- **Email:** Mary.Anderson@18thjudicial.org
- **Address:** 505 N. County Farm Rd
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 630-407-8811
- **Fax:** 630-407-8801

**Send Payments To:**
- **Vendor:** West Payment Center
- **Vendor #:** Dept: SAME
- **Attn:** Email:
- **Address:** P.O. Box 6292
- **City:** Carol Stream
- **State:** IL
- **Zip:** 60197
- **Phone:** Email:
- **Fax:**

**Ship To:**
- **Dept:** SAME
- **Attn:** Email:
- **Address:** 421 N. County Farm Road
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** Email:
- **Fax:**

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<td>29,152.01</td>
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<tr>
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<td>EA</td>
<td>Westlaw passwords - library staff</td>
<td></td>
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<td></td>
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<tr>
<td>5</td>
<td></td>
<td>EA</td>
<td>Westlaw passwords - library staff</td>
<td></td>
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<td></td>
<td></td>
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<td>0.00</td>
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</tr>
</tbody>
</table>

**Requisition Total:** $85,752.4

**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):**

Contract total $85,752.41 pending budget approval.

**User Department Internal Notes (these comments will NOT appear on the Purchase Order):**
<table>
<thead>
<tr>
<th><strong>Procurement Review Checklist</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Procurement Services Division</strong></td>
</tr>
<tr>
<td>This form must accompany all Purchase Order Requisitions</td>
</tr>
<tr>
<td>Attach Required Vendor Ethics Disclosure Statement</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Vendor:</strong> West Thomson Reuters</th>
<th><strong>Vendor #:</strong> 1169</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Dept:</strong> Law Library</td>
<td><strong>Contact:</strong> Mary Anderson</td>
</tr>
<tr>
<td><strong>Phone:</strong> 630-407-8811</td>
<td><strong>Contract Term:</strong> 12/01/18 to 11/30/21</td>
</tr>
<tr>
<td><strong>Contract Total:</strong> $85,752.41</td>
<td><strong>Assigned Committee:</strong> Safety Committee</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Description of Procurement/Scope of Work/Background</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Passwords for law library staff to use online legal resources unique to Thomson Reuters/Westlaw.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Reason for Procurement</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Assist attorneys and public with legal research.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>FUNDING SOURCE</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Procurement budgeted for (FY and budget code(s)): FY19 1400-5960-52220</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>DECISION MEMO NOT REQUIRED</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ LOWEST RESPONSIBLE QUOTE # or BID # ________________ (QUOTE &lt; $25,000, BID ≥ $25,000; attach Tabulation)</td>
</tr>
<tr>
<td>☑ RENEWAL, Enter Bid # ________________ (Intergovernmental Agreement)</td>
</tr>
<tr>
<td>☑ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)</td>
</tr>
<tr>
<td>☑ PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00</td>
</tr>
<tr>
<td>☑ Public Utility</td>
</tr>
<tr>
<td>☑ PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>DECISION MEMO REQUIRED</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCSS25)</td>
</tr>
<tr>
<td>☑ EXPLANATION OF REQUEST FOR PROPOSAL RFP # ________________ (include Evaluation Summary if applicable)</td>
</tr>
<tr>
<td>☑ RENEWAL OF RFP # ________________</td>
</tr>
<tr>
<td>☑ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)</td>
</tr>
<tr>
<td>☑ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)</td>
</tr>
<tr>
<td>☑ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)</td>
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<tr>
<td>☑ OTHER THAN LOWEST RESPONSIBLE, BID # ________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Prepared By and Approval(s) (Initials Only)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Date</strong></td>
</tr>
<tr>
<td>Prepared By</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Reviewed By (Initials Only)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Date</strong></td>
</tr>
<tr>
<td>Buyer</td>
</tr>
<tr>
<td>Chief Financial Officer (Decision Memos Over $25,000)</td>
</tr>
</tbody>
</table>

Attachment: West 13948 - Checklist-Librarian Passwords (JPS-P-0006-19 : West, a Thomson Reuters Business)
## JUSTIFICATION FOR SOLE SOURCE

(Please complete and attach to purchase requisition)

<table>
<thead>
<tr>
<th>REQUISITION #</th>
<th>13948</th>
<th>DEPARTMENT</th>
<th>Law Library</th>
</tr>
</thead>
<tbody>
<tr>
<td>MANUFACTURER</td>
<td>West Thomson Reuters</td>
<td>PRODUCT #</td>
<td></td>
</tr>
</tbody>
</table>

**DESCRIPTE ITEM BEING JUSTIFIED AND ITS FUNCTION:**

WestlawNext is a database for legal research. These passwords allow Law Library staff to assist attorneys and the public to research across West's databases as well as to update corresponding print materials that the Law Library can no longer maintain in book format.

**THIS IS A SOLE SOURCE BECAUSE VENDOR IS:**

- [x] 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**

<table>
<thead>
<tr>
<th>Requested Source</th>
<th>West Thomson Reuters</th>
<th>Contact</th>
<th>Tim Moore</th>
</tr>
</thead>
<tbody>
<tr>
<td>PHONE</td>
<td>217-953-9552</td>
<td>WEBSITE</td>
<td><a href="http://www.westlaw.com">www.westlaw.com</a></td>
</tr>
</tbody>
</table>

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

Online titles and resources are unique to West including annotated statutes, Illinois specific treatises and practical resources. The format and editorial enhancements are unique to this publisher.

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

n/a

**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)**

/ 
Signature on File

**DATE**

DEPARTMENT APPROVAL: 11-09-18

Purchasing Review: 11-09-18

Signature on File

Contact: Tim Moore

Phone: 217-953-9552

Website: www.westlaw.com
This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering details below.

### ProFlex Products

<table>
<thead>
<tr>
<th>Service Material</th>
<th>Product</th>
<th>Monthly Charges</th>
<th>Minimum Term (Months)</th>
<th>Year Over Year Increase During Minimum Term</th>
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</thead>
<tbody>
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<td>WEST PROFLEX</td>
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### Minimum Terms

**Online/Practice Solution/Software/ProFlex Products:** Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

**For Window Products:** Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

### Post Minimum Terms

**For Online/Practice Solutions/Software/Proflex Products:** At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice.

**Automatic Renewal Term for Window Products:** At the end of the Minimum Term your Monthly Charges will be billed at our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

### Federal Government Subscribers Optional Minimum Term

Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

### Miscellaneous

**Charges, Payments & Taxes:** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Settling a Disputed Balance:** Payments marked "paid in full", or with any other restrictive language will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.
Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of this order, no further action is needed.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor, and Data Privacy Advisor charges are not refundable. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf for additional details regarding our policies on returns and refunds.

Applicable Law. If you are a state or local governmental entity, your state’s law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Excluded Charges. If you access services that are not included in your subscription you will be charged our then-current rate (“Excluded Charges”). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.


The General Terms and Conditions, apply to all products ordered, except print and is located at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf

The General Terms and Conditions for Federal Subscribers are located at https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Banded Product Subscriptions You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- WestLynx Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Additional Order Form Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products
You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: O-00331991

Signature on File

Signature of Authorized Representative for order

Mary Grace Anderson

Printed Name

Law Library Manager

Title

10-11-18

Date

© 2018 West, a Thomson Reuters business. All rights reserved.

This Order Form will expire and will not be accepted after 12/9/2018.
Contact your representative tim.moore@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000576312

Order Confirmation Contact (#28)
Contact Name: Mary Anderson
Email: mary.anderson@18thjudicial.org

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Name</th>
<th>Account Address</th>
<th>Action</th>
</tr>
</thead>
<tbody>
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<td>1000576312</td>
<td>DUPAGE COUNTY LAW LIBRARY</td>
<td>505 N COUNTY FARM RD</td>
<td>New</td>
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<td>WHEATON</td>
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<td>IL  60187-3907 US</td>
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ProFlex Product Details

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<th>Description</th>
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<td>Gvt Know How For Government (Westlaw PRO™)</td>
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<tr>
<td>2</td>
<td>Attorneys</td>
<td>42077751</td>
<td>Gvt - National Primary Core</td>
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<tr>
<td>2</td>
<td>Attorneys</td>
<td>42077755</td>
<td>Gvt - Analytical Plus for Government</td>
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<tr>
<td>2</td>
<td>Attorneys</td>
<td>41933475</td>
<td>Gvt Litigation For Government (Westlaw PRO™)</td>
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Account Contacts

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Email Address</th>
<th>Customer Type Description</th>
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</thead>
<tbody>
<tr>
<td>Mary Anderson</td>
<td><a href="mailto:mary.anderson@18thjudicial.org">mary.anderson@18thjudicial.org</a></td>
<td>EML PSWD CONTACT</td>
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</tbody>
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Lapsed Products

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<tr>
<th>Sub Material</th>
<th>Active Subscription to be Lapsed</th>
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<tbody>
<tr>
<td>40988651</td>
<td>Government Select Level 1 States (WestlawNext™)</td>
</tr>
</tbody>
</table>
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 contract 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:

[Signature on File]

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

[Signature on File]

Printed Name: Alex Medrano
Title: Manager Government Contracts
Date: Nov 7, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
### Purchase Requisition

**Procurement Services Division**

**Send Purchase Order To:**
- Vendor: West Thomson Reuters
  - Vendor #: 11169
- Attn: Tim Moore
  - Email: Tim.Moore@thomsonreuters.com
- Address: 610 Opperman Dr, D6-12
- City: Eagan
  - State: MN
  - Zip: 55123
- Phone: 217-953-9552
  - Fax: 217-953-0870

**Send Invoices To:**
- Dept: DuPage County Law Library
  - Division: Judicial Center
- Attn: Mary Anderson
  - Email: Mary.Anderson@18thjudicial.org
- Address: 505 N. County Farm Rd
  - Room:
- City: Wheaton
  - State: IL
  - Zip: 60187
- Phone: 630-407-8811
  - Fax: 630-407-8801

**Send Payments To:**
- Vendor: West Payment Center
  - Vendor #: 11169
- Attn: Email:
- Address: PO Box 6292
- City: Carol Stream
  - State: IL
  - Zip: 60197
- Phone:
  - Fax:

**Ship To:**
- Dept: SAME
  - Division:
- Address: 421 N. County Farm Road
  - Room:
- City: Wheaton
  - State: IL
  - Zip: 60187
- Phone:
  - Fax:

<table>
<thead>
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<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
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<th>Sub-Accts and/or Activity #</th>
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</tbody>
</table>

**Requisition Total:** $198,324.51

**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):
  - Contract total $198,324.51 pending budget approval

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

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

<table>
<thead>
<tr>
<th>Vendor: West Thomson Reuters</th>
<th>Vendor #: 11169</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Law Library</td>
<td>Contact: Mary Anderson</td>
</tr>
<tr>
<td>Phone: 630-407-8811</td>
<td>Assigned: Judicial &amp; Public Committee</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**
Passwords for attorneys and public to use online legal resources unique to Thomson Reuters/Westlaw.

**Reason for Procurement**
To provide access to digital content for attorneys and public.

**FUNDING SOURCE**
- Procurement budgeted for (FY and budget code(s)): FY18 1400-5960-52200
- 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(S) (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 (Initials Only)**
M.C.A. 11/5/18

**Recommended for Approval Date** 11/9/18

**IT Approval, if required Date** 11/9/18

**REVIEWED BY (Initials Only)**

**Date** 11/29/18

**Buyer**

**Procurement Officer**

**Date** 11/29/18

**Chief Financial Officer**

**Chairman's Office**

**Date** 11/29/18

**Date** 11/29/18

**FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER**

**Packet Pg. 55**
This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means “West”, “we” or “our” and Subscriber means “you” or “1”. Subscription terms, if any, follow the ordering grids below.

<table>
<thead>
<tr>
<th>Service Material</th>
<th>Product</th>
<th>Monthly Charges</th>
<th>Minimum Term</th>
<th>Year Over Year Increase During Minimum Term</th>
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<tbody>
<tr>
<td>40957482</td>
<td>WEST PROFLEX</td>
<td>$5,347.00</td>
<td>36</td>
<td>3%</td>
</tr>
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</table>

**Minimum Terms:**

For Online/Practice Solutions/Software/ProFlex Products: Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber (“you” or “1”) is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

For Window Products: Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon your then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

**Post Minimum Terms:**

For Online/Practice Solutions/Software/ProFlex Products: At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Window Products: At the end of the Minimum Term your Monthly Charges will be billed at our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

**Miscellaneous**

*Charges, Payments & Taxes.* You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys’ fees.

*Settling a Disputed Balance.* Payments marked “paid in full”, or with any other restrictive language will not operate as an accord and satisfaction without our prior written approval. We reserve the right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use in making account payments.
Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of this order, no further action is needed.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor, and Data Privacy Advisor charges are not refundable. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. If you are a state or local governmental entity, your state’s law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-government entity, this Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Excluded Charges. If you access services that are not included in your subscription you will be charged our then-current rate (“Excluded Charges”). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.


The General Terms and Conditions, apply to all products ordered, except print and is located at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf

The General Terms and Conditions for Federal Subscribers are located at https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Banded Product Subscriptions You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Acknowledgment: Order ID: Q-00331025

Signature on File

Mary Grace Anderson
Printed Name

DuPage County Library Manager

Date 10-11-18

© 2018 West, a Thomson Reuters business. All rights reserved.
**Attachment**

**Order ID:** Q-00331025

Contact your representative tim.moore@thomsonreuters.com with any questions. Thank you.

---

### Payment Method
- **Payment Method:** Bill to Account
- **Account Number:** 1003374579

### Shipping Information
- **Shipping Method:** Ground Shipping - U.S. Only

#### Order Confirmation Contact (#28)
- **Contact Name:** Mary Anderson
- **Email:** mary.anderson@18thjudicial.org

---

### Proflex Multiple Location Details

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<thead>
<tr>
<th>Account Number</th>
<th>Account Name</th>
<th>Account Address</th>
<th>Action</th>
</tr>
</thead>
<tbody>
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<td>505 N COUNTY FARM RD</td>
<td>New</td>
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<td></td>
<td>LIBRARY</td>
<td>WHEATON</td>
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<tr>
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<td>IL 60187-3907 US</td>
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### Proflex Product Details

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### Account Contacts

<table>
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<th>Contact Name</th>
<th>Email Address</th>
<th>Customer Type Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary Anderson</td>
<td><a href="mailto:mary.anderson@18thjudicial.org">mary.anderson@18thjudicial.org</a></td>
<td>EML PSWD CONTACT</td>
</tr>
<tr>
<td>Mary Anderson</td>
<td><a href="mailto:mary.anderson@18thjudicial.org">mary.anderson@18thjudicial.org</a></td>
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### Lapsed Products

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---
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>Law Library</td>
<td>West Thomson Reuters</td>
<td></td>
</tr>
</tbody>
</table>

DESCRIBE ITEM BEING JUSTIFIED AND ITS FUNCTION:

WestlawNext is a database for legal research. These passwords allow attorneys and the public to research across West's databases as well as to update corresponding print materials that the Law Library can no longer maintain in book format.

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 | West Thomson Reuters | CONTACT | Tim Moore

PHONE | 217-953-9552 | WEBSITE | www.westlaw.com

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

Online titles and resources are unique to West including annotated statutes, Illinois specific treatises and practical resources. The format and editorial enhancements are unique to this publisher.

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

n/a

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)

Signature on File

Signature on File

DEPARTMENT APPROVAL DATE

PURCHASING REVIEW DATE
Required Vendor Ethics Disclosure Statement

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

Bid/Contract/PO #:

Date: Nov 7, 2018

Company Name: West Publishing Corporation

Company Contact: Customer Service

Contact Phone: 800-328-4880

Contact Email: customerservice@ir.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:

The full text for the county’s ethics and procurement policies and ordinances are available at:

http://www.dupageco.org/CountyBoardPolicies

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

Authorized Signature

Signature on File

Printed Name: Alex Medrano

Title: Manager Government Contracts

Date: Nov 7, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
**Purchase Requisition**  
Procurement Services Division

<table>
<thead>
<tr>
<th>Send Purchase Order To:</th>
<th>Send Invoices To:</th>
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<tbody>
<tr>
<td><strong>Vendor:</strong> West Thomson Reuters</td>
<td><strong>Dept:</strong> Law Library</td>
</tr>
<tr>
<td><strong>Vendor #:</strong> 11169</td>
<td><strong>Division:</strong> Judicial Center</td>
</tr>
<tr>
<td><strong>Attn:</strong> Tim Moore</td>
<td><strong>Attn:</strong> Mary Anderson</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:Tim.Moore@thomsonreuters.com">Tim.Moore@thomsonreuters.com</a></td>
<td><strong>Email:</strong> <a href="mailto:Mary.Anderson@18thjudicial.org">Mary.Anderson@18thjudicial.org</a></td>
</tr>
<tr>
<td><strong>Address:</strong> 610 0-erman Dr, D6-12</td>
<td><strong>Address:</strong> 505 N. County Farm Rd</td>
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<tr>
<td><strong>City:</strong> Eagan</td>
<td><strong>State:</strong> IL</td>
</tr>
<tr>
<td><strong>Zip:</strong> 55123</td>
<td><strong>Zip:</strong> 60187</td>
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<td><strong>Phone:</strong> 217-953-9552</td>
<td><strong>Phone:</strong> 630-407-8811</td>
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<td><strong>Attn:</strong></td>
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<tr>
<td><strong>Address:</strong> P.O. Box 6292</td>
<td><strong>Address:</strong> 421 N. County Farm Road</td>
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<td><strong>City:</strong> Carol Stream</td>
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<td><strong>Zip:</strong> 60197</td>
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**Use for:** Contract Administrator  
**Use for PO25 only:** Contract Start Date  
**Contract End Date**

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**Requisition Total:** $283,524.00

**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):

Contract total $283,524 pending budget approval.

**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

---

### Vendor Information

- **Vendor:** West Thomson Reuters  
- **Vendor #:** 11169  
- **Dept:** Law Library  
- **Contact:** Mary Anderson  
- **Phone:** 630-407-8811

### Contract Information

- **Contract Term:** 1/1/2019 - 12/31/2021  
- **Contract Total:** $283,524.00

---

### Description of Procurement/Scope of Work/Background

Legal books in print unique to this publisher that are used by attorney

### Reason for Procurement

- **Reason for Procurement:** Assist attorneys with legal research.

---

### FUNDING SOURCE

- **Procurement budgeted for (FY and budget code(s)):** FY19 1400-5960-52220
- **Budget Transfer (Date):**

---

### 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 (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 #**

---

### Signature on File

**Date: 11/13/18**

**Prepared By:** [Signature on File]  
**Recommended for Approval:** [Signature on File]  
**IT Approval, if required:** [Signature on File]

---

### REVIEWED BY (Initials Only)

**Date: 11/29/18**

**Buyer:** [Signature on File]  
**Procurement Officer:** [Signature on File]

---

**Date: 11/29/18**

**Chief Financial Officer** (Decision Memos Over $25,000)  
**Chairman's Office** (Decision Memos Over $25,000)
**REQUISITION #**  
**DEPARTMENT**  
**MANUFACTURER**  
**PRODUCT #**

<table>
<thead>
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<th>PRODUCT #</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Law Library</td>
<td>West Thomson Reuters</td>
<td></td>
</tr>
</tbody>
</table>

**DESCRIBE ITEM BEING JUSTIFIED AND ITS FUNCTION:**  
Thomson Reuters provide book titles that are unique to other legal publishers. The titles included in this contract are used by attorneys and some self-represented litigants on a frequent basis. These books allow attorneys and self-represented litigants to perform legal research quickly and easily.

**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**  
**CONTACT**  
**PHONE**  
**WEBSITE**

<table>
<thead>
<tr>
<th>REQUESTED SOURCE</th>
<th>CONTACT</th>
<th>PHONE</th>
<th>WEBSITE</th>
</tr>
</thead>
<tbody>
<tr>
<td>West Thomson Reuters</td>
<td>Tim Moore</td>
<td>217-953-9552</td>
<td><a href="http://www.westlaw.com">www.westlaw.com</a></td>
</tr>
</tbody>
</table>

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

These titles cover unique aspects of legal research and are only offered by Thomson Reuters including Illinois DUI handbooks, form books and annotated statutes.

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

N/A

**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)

- [Signature on File]

**DEPARTMENT APPROVAL DATE**  
**PURCHASING REVIEW DATE**

- [11/11/18]
- [11/30/18]
1. Assignment. This ordering document is subject to our approval. You may not assign, sublicense or otherwise transfer this ordering document without our prior written consent.

2. Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt.

3. Returns and Refunds. Charges for Westlaw (including Westlaw China, Campus Research, Paralegal, Patron Access and Correctional Facilities), CLEAI (including CLEAR Window), Monitor Suite, ProView eBooks, West LegalEdcenter, Software, TREWS, Serengeti, Practice Solutions, Library Maintenance Agreements and Special Offer/Print agreements are not refundable. Please see static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4980 for additional details regarding our policies on returns and refunds.

4. Applicable Law. If you are a state or local governmental entity, your state’s law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this ordering document will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.

5. Confidentiality. You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

6. Settling a Disputed Balance. Payments marked “paid in full”, or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 84833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

7. Library Maintenance Agreement. You currently subscribe to our print products. You desire to maintain your subscription to those titles at predictable monthly pricing through this library maintenance agreement (“LMA”). After the last Subscription Period and if the parties are not able to enter into a superseding LMA, you will continue to receive the print products described in the attached LMA Products grid; all of which will be billed separately at then-current rates. You will provide 60 days advance written notice if you will not be entering into a superseding LMA. Either party may cancel these products at any time after the last Subscription Period upon written request. Information regarding the frequency and updates of our print products is available from your West sales representative.

8. Non-Availability of Funds. After the initial 12 months, you may cancel with 60 days written notice if you do not receive sufficient appropriation of funds. You must include an official document (e.g., executive order, an officially printed budget, or other official communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

9. LMA Swap. At the end of any complete Subscription Period you may delete or add print titles to the attached LMA Products grid for the following Subscription Period with 30 days prior written notice. The title changes will be memorialized in a document that is signed by both parties. The annualized retail value of the deleted print titles may not exceed 5% of the annualized Monthly Charges for the following Subscription Period. The Monthly Charges will not be decreased except for discontinued titles. The Monthly Charges will be increased if the value of added titles exceeds the value of deleted titles.

ACKNOWLEDGMENT

I warrants that I am authorized to accept these terms and conditions on behalf of Subscriber.

DuPage County Law Library

Signature on file

Mary Grace Anderson
Law Library Manager

WEST PUBLISHING CORPORATION

Signature

Date

Name (please print)

Title

## Subscriber Information Exhibit

### Subscriber Office & Administrator Information

<table>
<thead>
<tr>
<th>Subscriber's Offices (City, State)</th>
<th>Password/License Administrator Name 1</th>
<th>Code</th>
<th>Email Address</th>
<th>Department/Practice Group</th>
<th>Product</th>
<th>% of Total Users by Location 2</th>
<th>Server Location (Y/N)</th>
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1. Administrators are counted as a user on per user subscriptions
2. Taxes for software products will be based on % of Total Users by Location

### LMA Products

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</table>

This Offer expires December 27, 2018 at 7:00 p.m. CT.

This Offer expires December 27, 2018 at 7:00 p.m. CT.


---

**SPECIAL OFFER BILLING OPTIONS (FOR MULTIPLE LOCATIONS ONLY)**

_DEFAULT_. UNLESS OTHERWISE SPECIFIED, YOU WILL RECEIVE ONE COMBINED MONTHLY INVOICE AND A COPY OF EACH PARTICIPATING ACCOUNT'S LOCATION USAGE REPORTS - ALL MAILED TO THE PAYER ACCOUNT OFFICE.

- **AS IS.** Your current billing arrangement should remain unchanged.

- **ALTERNATIVE #2.** Each account will be billed separately, each receiving an invoice and a location usage report. Special offer adjustments will be allocated to the individual accounts based on their actual usage charges.

- **ALTERNATIVE #3.** (Not available for orders with concurrent users) An invoice and location usage report will be created for each office, allocating special offer adjustments to individual accounts based on their actual usage charges, however each account invoice and associated location usage reports will be independently mailed to the account noted below rather than to the invoiced account location.

Mail to Account:

Please note: These billing arrangements do not affect Quickview+.

---

**LMA BILLING OPTIONS (FOR MULTIPLE LOCATIONS ONLY)**

- **OPTION A:** Single Invoice. One invoice is sent to the contracting main account representing all libraries/locations covered under the LMA.

- **OPTION B:** Location-Level Invoice. LMA values are invoiced to each office location separately based upon a snapshot of print title inventory on a monthly basis and matched to the LMA charges at the total subscriber level. The location-level invoice automatically adjusts to provide the most accurate valuation of print titles by location in a given month.

- **OPTION C:** Fixed Value By Location. LMA values are established at the inception of the LMA at the location-level based upon the total library valuation at the beginning of the LMA. These amounts are fixed during the term of the LMA. If changes to the underlying library print titles subscriptions occur, charges are NOT adjusted at the location level. Please indicate where the invoices should be sent:

  - One bill to the main location
  - Individual bill to each location

Please note: These billing arrangements do not affect Quickview+.
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.

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.

If no contacts have been made:

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives</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:

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

Signature on File

Printed Name: Alex Medrano
Title: Manager Government Contracts
Date: Nov 7, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
## Purchase Requisition
### Procurement Services Division

**Send Purchase Order To:**
- **Vendor:** Business IT Source
- **Vendor #:** 12792
- **Attn:** Tom Corley
- **Email:** tomc@bitsinc.com
- **Address:** 850 Asbury Drive - Unit B
- **City:** Buffalo Grove
- **State:** IL
- **Zip:** 60089
- **Phone:** 847-793-0600
- **Fax:**

**Send Invoices To:**
- **Dept:** Circuit Court Clerk
- **Division:** Accounting
- **Attn:** Julie Ellefsen
- **Email:** julie.ellefsen@18thjudicial.org
- **Address:** 505 N County Farm Rd
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 630-407-8590
- **Fax:**

**Send Payments To:**
- **Vendor:** Business IT Source
- **Vendor #:** 12792
- **Attn:** Tom Corley
- **Email:** tomc@bitsinc.com
- **Address:** 850 Asbury Drive - Unit B
- **City:** Buffalo Grove
- **State:** IL
- **Zip:** 60089
- **Phone:** 847-793-0600
- **Fax:**

**Payment Terms:** PER 50 ILCS 505/1

**F.O.B.:** PO 20 Delivery Date

**Destination:** Contract Administrator

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<th>Acct #</th>
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**Requisition Total:** $3,217.23

**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 is for payment only on two invoices

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

---

**Attachment:** Business IT - Requisition (2019-5 : Business IT Source)
## 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: Business IT Source</th>
<th>Contract</th>
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<tr>
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| Dept: Circuit Court Clerk | Contact: Kevin Vaske | Phone: 630-407-8647 | Assigned Committee: JPS |

### Description of Procurement/Scope of Work/Background

Payment of Invoices per agreement with Auditor.

### Reason for Procurement

Purchase of IT equipment - monitors and printers for courtrooms.

### FUNDING SOURCE

- [ ] Procurement budgeted for (FY and budget code(s)): 18-1400-6720-52100
- [ ] 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(S) (attach Sole Source Justification form)
- [x] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 [ ] Public Utility
- [x] 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)
- [x] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [x] 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>mlh</th>
<th>Nov 14, 2018</th>
<th>Recommended for Approval</th>
<th>IT Approval, if required</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>11-16-18</td>
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</tr>
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Prepared By ____________________ Date ____________________

Recommended for Approval ____________________ Date ____________________

IT Approval, if required ____________________ Date ____________________

### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>11-20-18</td>
<td></td>
<td></td>
</tr>
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</table>

Procurement Officer ____________________ Date ____________________

<table>
<thead>
<tr>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>11-21-18</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Chairman's Office ____________________ Date ____________________

PREPARED BY: [Signature]

REVIEWED BY: [Signature]

---

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Packet Pg. 69
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.

1400-6720-52100

Requisition #: 12924

Business IT Source
Tom Corley
850 Asbury Drive, Unit B
Buffalo Grove, Il 60089

Printer & Monitors $3,217.23

APPROVED:

Signature on file
Hon. Daniel P. Guerin
Chief Judge

Date 11/14/84

Chris Kachiroubas, CLERK OF THE 18th JUDICIAL CIRCUIT COURT
WHEATON, ILLINOIS 60189-0707 ©
# Invoice

<table>
<thead>
<tr>
<th>Date</th>
<th>10/10/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terms</td>
<td>Net 45</td>
</tr>
<tr>
<td>Due Date</td>
<td>11/24/2018</td>
</tr>
<tr>
<td>PO #</td>
<td>CA18071</td>
</tr>
<tr>
<td>Customer Memo</td>
<td>Sales Order #231767</td>
</tr>
<tr>
<td>Created From</td>
<td>FedEx Ground</td>
</tr>
<tr>
<td>Ship Via</td>
<td>391505948394628</td>
</tr>
<tr>
<td>Tracking #</td>
<td>391505948394657</td>
</tr>
<tr>
<td>ShipTo</td>
<td>Mary Heaton Clerk of the Circuit Court of DuP...</td>
</tr>
<tr>
<td>BillTo</td>
<td>Mary Heaton 505 N County Farm Road</td>
</tr>
</tbody>
</table>

## Cost Center

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Serial / Tag Numbers</th>
<th>Description</th>
<th>Refe</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>F2A69A#B1QJ</td>
<td>0</td>
<td>04GYHCLK704624F</td>
<td>HP LaserJet M506DN Laser Printer - Plain Paper Print - Desktop</td>
<td>723.00</td>
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<td>Samsung S22E450D 21.5&quot; LED LCD Monitor - 16:9 - 5 ms</td>
<td>132.00</td>
<td>1,320.00</td>
</tr>
<tr>
<td>DP2DH2</td>
<td>10</td>
<td>04GYHCLK704645A</td>
<td>StarTech.com DisplayPort to DVI Video Adapter Converter</td>
<td>14.00</td>
<td>140.00</td>
</tr>
</tbody>
</table>

Subtotal 1,460.00  
Shipping Cost (FedEx Ground) 311.23  
Total $1,771.23

Thank you for your business.
**Invoice**

Date: 11/9/2018  
Invoice #: 162692  
Terms: Net 45  
Due Date: 12/24/2018  
PO #: CA18071  

**Bill To**  
Mary Heaton  
Clerk of the Circuit Court of DuP...  
505 N County Farm Road  
Wheaton IL 60189  
United States

**Ship To**  
Mary Heaton  
Clerk of the Circuit Court of DuP...  
505 N County Farm Road  
Wheaton IL 60189  
United States  
Mary.Heaton@18thjudicial.org;

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Serial/Tag Numbers</th>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
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<td>2</td>
<td>PHBGT19423</td>
<td>HP LaserJet M506DN Laser Printer - Plain Paper Print - Desktop</td>
<td>723.00</td>
<td>1,446.00</td>
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<tr>
<td></td>
<td></td>
<td>PHBGT19429</td>
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<td></td>
</tr>
</tbody>
</table>

Subtotal: 1,446.00  
Shipping Cost (FedEx Ground): 0.00  
Total: $1,446.00

Thank you for your business.
**Purchase Requisition**

**Procurement Services Division**

### Send Purchase Order To:
- **Vendor:** King Holloway Lipinski, LLC
  - **Vendor #:**
- **Attn:** Peter M. King
  - **Email:** pking@kingholloway.com
- **Address:** 1 N. LaSalle St. Ste 3040
- **City:** Chicago
- **State:** IL
- **Zip:** 60602
- **Phone:** 312-724-8221
- **Fax:**

### Send Invoices To:
- **Dept:** 18th Judicial Circuit Court
- **Division:**
- **Attn:** Accts Payable
  - **Email:**
- **Address:** 505 N. County Farm Rd.
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 630-407-8901
- **Fax:** 630-407-8836

### Send Payments To:
- **Vendor:** King Holloway Lipinski, LLC
  - **Vendor #:**
- **Attn:** Peter M. King
  - **Email:** pking@kingholloway.com
- **Address:** 1 N. LaSalle St. Ste 3040
- **City:** Chicago
- **State:** IL
- **Zip:** 60602
- **Phone:** 312-724-8221
- **Fax:**

### Payment Terms
- **F.O.B.:**
- **Destination:** Use for PO25 only

### PO20 Delivery Date
- **Contract Administrator:**
- **Contract Start Date:** 12/1/18
- **Contract End Date:** 9/30/19

### Unit Price
- **Extension:**

<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>100</td>
<td>EA</td>
<td>Service</td>
<td>Conflict Attorney for Juvenile</td>
<td>19</td>
<td>5000</td>
<td>6140</td>
<td>53030</td>
<td>CIPBASIC-G-1801</td>
<td>100.00</td>
<td>10,000.00</td>
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<td></td>
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<td>0.00</td>
</tr>
</tbody>
</table>

**Requisition Total:** $10,000.00

---

**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):

---

Rev 1.5
07/13/17

Attachment: King Holloway - Requisition (2019-6: King Holloway Lipinski LLC, Attorney Peter M. King)
**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.

<table>
<thead>
<tr>
<th>Requesting Department: Circuit Court</th>
<th>Department Contact: Lisa Herpel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:lisa.herpel@18thjudicial.org">lisa.herpel@18thjudicial.org</a></td>
<td>Contact Phone: 407-8788</td>
</tr>
<tr>
<td>Vendor Name: King Holloway Lipinski, LLC, Peter M. King</td>
<td>Vendor #: 30205</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.

To approve a new contract with King Holloway Lipinski, LLC., attorney Peter M. King, to provide professional services as a conflict attorney assigned to juvenile cases, to cover leaves of absences. This is a grant funded position.

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

Attorneys are appointed to the Court to represent abused, neglected, dependent or delinquent minors or family members in cases where the DuPage County Public Defender may not represent a party, including appeals in these matters. Number of cases throughout the year on average 250.

**Strategic Impact**

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

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

The position was posted and there were 6 applications submitted and five (5) candidates were interviewed by a panel of judges and Peter M. King was chosen.

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

1. To approve contract with King Holloway Lipinski, LLC., attorney Peter M. King.
2. To appoint individual private attorney's per case, this would be significantly more expensive.
3. To add two juvenile conflict attorneys to the court's headcount.

**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.

Total contract is $10,000.00 which is grant funded under 5000-6140-53030 activity code CIPBASIC-G-1801.
AGREEMENT

This AGREEMENT ("Agreement") is effective as of the 1st day of December, 2018, and is entered into by and between the Eighteenth Judicial Circuit Court of DuPage County, ("COURT"), and Peter M. King of the law firm of King Holloway Lipinski LLC., ("ATTORNEY") an attorney licensed to practice law in the State of Illinois.

RECITALS

WHEREAS, the Court desires that the Attorney render certain services more fully described herein; and

WHEREAS, the Attorney has represented that he/she has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services for the Court.

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

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.

2. **Term:** This Agreement is for a term commencing December 1, 2018 through September 30, 2019, unless terminated sooner as provided herein.

3. **Scope of Services:** Attorney agrees to provide representation for children involved in juvenile abuse and neglect proceeding and will provide back-up coverage for the GAL attorneys in the 18th Judicial Circuit Court in compliance with Grant Agreement CIP Basic G-1801. The attorney will provide coverage to both juvenile courtrooms and serves at the direction of the Chief Judge or his designee. Hours will be scheduled based on the needs of each court room to provide timely, knowledgeable and effective representation in juvenile abuse and neglect matters as determined by the current GAL attorneys. Attorney agrees to submit detailed written logs with respect to hours and activities. The Court may, from time to time, request changes in the scope of services. Any such changes shall be documented by an amendment to this Agreement in accordance with the grant agreement, State, and County laws.

The Contractor agrees to perform the work agreed to in a professional and workmanlike manner.

4. **Compensation and Payment:** Compensation for Services during the initial term shall not exceed $10,000.00 payable in monthly payments upon presentation of an invoice. Compensation shall be based on actual Services performed during the Term of this Agreement and the Court shall not be obligated to pay for any Services not in compliance with this Agreement. The hourly rate for legal services rendered in accordance with this agreement is fixed at $100. In the event of early termination of this Agreement, the Court shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the Court be liable for any costs incurred or Services performed after the effective date of termination as provided herein or for work not performed. Attorney shall submit invoices referencing this Agreement with such supporting documentation as may be requested by the Court. The Court will process payment in its normal
course of business. Any services deemed unreasonable or which were not performed in compliance with the grant agreement or with the terms of this agreement shall not be compensated. Attorney understands and agrees that this agreement is contingent upon the continuation of the Grant Agreement, CIP Basic G-180.

5. **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 sufficient funds are not appropriated in a subsequent fiscal year by the Court for performance under this Agreement, the Court shall notify Attorney and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the Court be liable to the Attorney for any amount in excess of the current appropriated amount.

6. **Events of Default and Remedies.**

6.1 **Events of Default.** Events of default include, but are not limited to, any of the following: (i) Any material misrepresentation by Attorney in the inducement of this Agreement or the performance of Services; (ii) Breach of any agreement, representation or warranty made by Attorney in this Agreement; or (iii) Failure of Attorney to perform in accordance with or comply with the terms and conditions of this Agreement.

6.2 **Remedies.** In the event Attorney defaults under this Agreement and such default is not cured within fifteen (15) calendar days after written notice is given by the Court, the following actions may be taken by the Court: (i) This Agreement may be terminated immediately; and (ii) The Court may deem Attorney non-responsible for future contract awards. The remedies stated herein are not intended to be exclusive and the Court may pursue any and all other remedies available at law or equity.

7. **Assignment:** Neither party may assign this Agreement nor any obligations imposed hereunder without the prior written consent of the other party.

8. **Confidentiality of Documents:** In the performance of Services, Attorney may have access to certain information that is not generally known to others ("Confidential Information") and other information covered by the Juvenile Court Act. Attorney agrees not to use or disclose to any third party, except in the performance of Services, 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 Court. Attorney 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, nor shall Attorney disseminate any information regarding Services without the prior written consent of the Court. Attorney agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Attorney under this Agreement. The terms of this Paragraph shall survive the expiration or termination of this Agreement.

9. **Representations and Warranties of Attorney:** Attorney represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement.

9.1 **Licensed Professionals.** Services required to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.
9.2 **Compliance with Laws.** Attorney is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this Agreement and the performance of Services. Further, Attorney is and shall remain in compliance with all Court policies and rules, including, but not limited to, criminal background checks.

9.3 **Good Standing.** Attorney is not in default and has not been deemed by the Court to be in default under any other Agreement with the Court during the five (5) year period immediately preceding the effective date of this Agreement.

9.4 **Authorization.** In the event Attorney is an entity other than a sole proprietorship, Attorney represents that he/she has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Attorney is duly authorized by Attorney and has been made with complete and full authority to commit Attorney to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Attorney.

9.5 **Guardian ad Litem Training.** Attorney represents that he will complete all requirements of Guardian ad Litem training.

9.6 **Gratuities.** No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by or to Attorney in relation to this Agreement or as an inducement for award of this Agreement.

9.7 **Malpractice Insurance Coverage.** At all times during the term of this Agreement, the Attorney shall maintain, at his/her sole expense, malpractice insurance coverage for the Attorney, its employees, officers and independent contractors.

10. **Independent Contractor:** It is understood and agreed that the relationship of Attorney to the Court is and shall continue to be that of an independent contractor and neither Attorney nor any of Attorney’s employees shall be entitled to receive County employee benefits. As an independent contractor, Attorney 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 the County. Attorney agrees that neither Attorney nor its employees, staff or subcontractors shall represent themselves as employees or agents of the Court. Attorney hereby represents that Attorney’s valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) is ________________.

11. **Indemnification:** Attorney agrees to indemnify and hold harmless the Court and DuPage County, its members, trustees, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of Attorney or its employees or its subcontractors under this Agreement. This
includes, but is not limited to, the unauthorized use of any trade secrets, U.S. patent or copyright infringement. The indemnities set forth herein shall survive the expiration or termination of this Agreement. Notwithstanding the foregoing, the Attorney and Court shall not be deemed to have waived any rights, protections or immunities provided by law including, without limitation, those immunities provided under 745 ILCS 5/0.01, et. seq. (State Lawsuit Immunity Act) and 745 ILCS 10/1-101, et. seq. (Local Government and Governmental Employees Tort Immunity Act).

12. **Notices:** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally; (ii) sent by confirmed telex or facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

**IF TO THE COURT:**  
Eighteenth Judicial Circuit Court of Du Page County  
505 North County Farm Road Room 2015  
Wheaton, IL 60187  
Attn: John Lapinski Court Administrator

**IF TO THE ATTORNEY:**  
King Holloway Lipinski, LLC  
Attn: Peter M. King  
1 N. LaSalle St. Ste 3040  
Chicago, IL 60602

13. **Entire Agreement and Amendment:** This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement is of no force or effect.

14. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles.

15. **Waiver:** No delay or omission by the Court to exercise any right hereunder shall be construed as a waiver of any such right and the Court reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.
EIGHTEENTH JUDICIAL CIRCUIT COURT

By: _____________________________
   Chief Judge

Date: ____________________________

ATTORNEY

By: _____________________________

Date: ____________________________
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: King Holloway Lipinski LLC
        Peter M. King

Vendor #: 30205
Contract Term: 12/1/18-9/30/19
Contract Total: $10,000.00

Dept: Circuit Court
Contact: Lisa Herpel
Phone: 407-8788

Assign Committee: Judicial Public Safety

Description of
Procurement/Scope of Work/Background:
Professional services as a conflict attorney assigned to juvenile cases grant funded, to cover leaves of absence.

Reason for Procurement:
Statutory need for the court to appoint an attorney for representation in juvenile cases.

FUNDING SOURCE
Procurement budgeted for (FY and budget code(s)): FY2019 5000-6140-53030 Activity Code CIPBASIC-G-1801

DECISION MEMO NOT REQUIRED

DECISION MEMO REQUIRED

Prepared By
Recommended for Approval
IT Approval, if required

Signature on File
Signature on File

Packet Pg. 80
# Required Vendor Ethics Disclosure Statement

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

## Bid/Contract/PO #:

<table>
<thead>
<tr>
<th>Company Name: King Holloway Lipinski, LLC, Peter M. King</th>
<th>Company Contact: Peter M. King</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 312-724-8221</td>
<td>Contact Email: <a href="mailto:pkimg@kingholloway.com">pkimg@kingholloway.com</a></td>
</tr>
</tbody>
</table>

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.

**Signature on**

**Authorized Signature**

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peter M. King</td>
<td>Manager, Progress</td>
</tr>
</tbody>
</table>

**Date**

11/04/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page [ ] of [ ] (total number of pages)
November 20, 2018

Mr. Grant Eckhoff
Chairman of the Judicial
Public Safety Committee
County Board Offices
421 N. County Farm Road
Wheaton, IL 60187

RE: Monthly Statistical Report

Dear Mr. Eckhoff:

Pursuant to 55 ILCS 5/3-4010, enclosed is a copy of the monthly report of services rendered by the Public Defender's Office through October 31, 2018.

Sincerely,

JEFFREY R. YORK
Public Defender of DuPage County

JRY/mb
encl.
<table>
<thead>
<tr>
<th>Category</th>
<th>2018</th>
<th>Previous Years</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FELONY CASES</strong> - CF MR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2018 AVERAGE MONTHLY FELONY CASES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>JAN</td>
<td>FEB</td>
<td>MAR</td>
</tr>
<tr>
<td>258</td>
<td>215</td>
<td>256</td>
</tr>
<tr>
<td>258</td>
<td>236</td>
<td>243</td>
</tr>
</tbody>
</table>

| **MISDEMEANOR CASES** - CM DV GV CV | | |
| 2018 AVERAGE MONTHLY MISDEMEANOR CASES | | |
| JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
| 377 | 327 | 339 | 344 | 217 | 208 | 191 | 176 | 152 | 184 |     |     | 2515  |
| 377 | 352 | 347 | 346 | 320 | 302 | 286 | 272 | 259 | 251 |     |     | 251   |

| **TRAFFIC CASES** - TR DT | | |
| 2018 AVERAGE MONTHLY TRAFFIC CASES | | |
| JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
| 156 | 115 | 116 | 119 | 97  | 123 | 120 | 100 | 63  | 114 |     |     | 1123  |
| 156 | 135 | 129 | 126 | 120 | 121 | 120 | 118 | 112 | 112 |     |     | 112   |

| **PETITIONS TO REVOKE PROBATION** | | |
| 2018 AVERAGE MONTHLY PETITIONS | | |
| JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
| 137 | 115 | 149 | 153 | 171 | 132 | 168 | 125 | 108 | 155 |     |     | 1413  |
| 137 | 126 | 133 | 138 | 143 | 142 | 146 | 143 | 139 | 141 |     |     | 141   |

| **BOND COURT APPOINTMENTS** | | |
| 2018 AVERAGE MONTHLY BOND COURT APPOINTMENTS | | |
| JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
| 0   | 0   | 0   | 0   | 311 | 297 | 330 | 282 | 296 | 301 |     |     | 1617  |
| 0   | 0   | 0   | 0   | 62  | 101 | 134 | 152 | 168 | 181 |     |     | 181   |
| PREVIOUS YEARS - AVERAGE MONTHLY BOND COURT APPT | 2013- | 2014- | 2015- | 2016- | 2017- |

| **JUVENILE CASES** | | |
| 2018 AVERAGE MONTHLY JUVENILE CASES | | |
| JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
| 45  | 48  | 35  | 46  | 65  | 59  | 69  | 57  | 36  | 52  |     |     | 505   |
| 45  | 46  | 42  | 47  | 49  | 52  | 52  | 50  | 50  | 50  |     |     | 50    |

| **PATERNITY, MENTAL HEALTH, ALL OTHER CASES** | | |
| 2018 AVERAGE MONTHLY PATERN., MENTAL HEALTH, ETC. | | |
| JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
| 24  | 16  | 22  | 17  | 17  | 29  | 25  | 7   | 22  | 11  |     |     | 190   |
| 24  | 20  | 20  | 19  | 19  | 20  | 21  | 19  | 19  | 19  |     |     | 19    |

| **TOTAL CLIENT/CASES** | | |
| 2018 AVERAGE TOTAL MONTHLY CLIENT/CASES | | |
| JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
| 997 | 836 | 917 | 958 | 1031 | 1002 | 1065 | 908 | 828 | 979 |     |     | 9521  |
| 997 | 916 | 916 | 927 | 947 | 956 | 972 | 964 | 949 | 952 |     |     | 952   |
Public Defender's Office - October 2018

- *FELONY*
- *MISDE.*
- *TRAF.*
- PTR
- BOND CT ONLY
- **JUV**
- MISC.

Number of Cases

Type of Case

Oct-14
Oct-15
Oct-16
Oct-17
Oct-18