1. CALL TO ORDER
2. ROLL CALL
3. PUBLIC COMMENT
4. CHAIRMAN'S REMARKS
5. APPROVAL OF MINUTES:
   A. Judicial and Public Safety Committee - Regular Meeting - Tuesday February 20th, 2018
6. BUDGET TRANSFERS
   A. Budget Transfers -- Transfer of funds from account nos 51080 (wearing apparel) and 53520 (extradition/investigation trvl) to account no 52220 (wearing apparel) and 53510 (travel expense) for Sheriff’s Office/LEB in the amount of $15,000.00 to cover invoices.
   B. Budget Transfers -- Transfer of funds account nos 4400-51080 (wearing apparel), 4415-52200 (operating supplies), and 4415-53600 (dues & memberships) to account nos 52200 (operating supplies), 52220 (wearing apparel), and 53600 (dues & memberships) for Sheriff’s Office/Admin in the amount of $110,000.00 to cover invoices.
   C. Budget Transfers -- Transfer of funds from account no 53090 (other professional services) to account no 51000 (benefit payments) for the DST Transport/Youth Home in the amount of $2,755.00 to transfer funds compensating for FY17 vacation payout made in FY18.
7. ACTION ITEMS
   A. FI-R-0109-18 RESOLUTION -- Appropriation for the Crime Laboratory Fund Company 1300, Accounting Unit 4440 $25,000
   B. FI-R-0110-18 RESOLUTION -- Acceptance and Appropriation of the Title IV-D Program Grant PY19, Intergovernmental Agreement No. 2017-55-013-K3B Company 5000 - Accounting Unit 6570 $610,000
C. JPS-R-0111-18 **RESOLUTION** -- Approving an Intergovernmental Agreement With Bloomingdale Township for Police Services

D. JPS-R-0105-18 **RESOLUTION** -- Approving an Intergovernmental Agreement With Wayne Township for Police Services

E. JPS-R-0106-18 **RESOLUTION** -- Approving an Intergovernmental Agreement With Milton Township for Police Services

F. JPS-R-0107-18 **RESOLUTION** -- Approving an Intergovernmental Agreement With York Township for Police Services

G. JPS-P-0094-18 Recommendation for the approval of a contract purchase order to Jillian Ruggiero, of Ruggiero & Associates, P.C. to provide professional services as a conflict attorney assigned to juvenile cases for the period of May 1, 2018 through April 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).

H. JPS-P-0095-18 Recommendation for the approval or a contract purchase order issued to Axon Enterprise, Inc for purchase of Tasers for the Sheriff's Office, for a contract total amount not to exceed $29,403.20, per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids - Sole Source. (Equipment for the Sheriff's Department)

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

J. Recommendation for the approval of a contract purchase order to Agilent Technologies for the purchase of Agilent 7693 tray, including 3 removable racks, and supplemental installation of tray, for a contract total amount not to exceed $10,463.00. Per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids-sole source. Purchase and installation of Agilent Gas Chromatograph Mass Spectrometer.

K. Change Order -- JPS-P-0062C-17 Amendment to Resolution JPS-P-0062B-17 (Purchase order 2359-1 SERV), issued to Public Safety Direct to furnish and install new equipment in Sheriff Vehicles, for a change order to increase the purchase order $5,000.00 for the Sheriff's Office, for an amended contract total amount not to exceed $187,824, an increase of 2.73%. (2359-0001)

L. Consent Item -- Advent Systems, Inc. - Decrease & Close 502-0001 SERV

M. Grant Proposal Notifications -- Donated Funds Initiative - Illinois Dept. of Human Services - DuPage State's Attorney (Children's Center) - $67,740

N. Grant Proposal Notifications -- GPN & Report - Title IV-D $610,000 PY19

8. **INFORMATIONAL ITEMS**

9. OLD BUSINESS

10. NEW BUSINESS

11. ADJOURNMENT
1. **CALL TO ORDER**

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

2. **ROLL CALL**

   PRESENT: Hart, DiCianni (8:19 AM), Eckhoff, Grant, Healy, Khouri, Larsen, Noonan, Puchalski, Zay
   ABSENT: Grasso, Tornatore

3. **PUBLIC COMMENT**

   None

4. **CHAIRMAN'S REMARKS**

   None

5. **APPROVAL OF MINUTES:**

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

   | RESULT: ACCEPTED [UNANIMOUS] |
   | MOVER: Donald Puchalski, District 1 |
   | SECONDER: Sean T Noonan, District 2 |
   | AYES: Hart, Eckhoff, Grant, Healy, Khouri, Larsen, Noonan, Puchalski, Zay |
   | ABSENT: DiCianni, Grasso, Tornatore |

6. **ACTION ITEMS**

   A. JPS-P-0052-18 Recommendation for the approval of a contract purchase order to Aramark Correctional Services, LLC, to provide inmate and officer meals in the Jail. This contract covers the period March 1, 2018 through February 28, 2019 for a contract total amount not to exceed $646,936.95, other than lowest responsible bid 17-194-GV.

   Member DiCianni arrived at 8:19 AM.
Member Puchalski voiced a concern about the bidding process central to this action item. He additionally questioned why the County Correctional Services and Procurement did not also pursue a contract that was minimally 3 years in duration. Puchalski went on to question the motive behind putting six menus out to bid and whether or not, the process had been unduly complicated. Further asking, why the menu that was selected was chosen, as it was not the most inexpensive option.

Member Healy then stated that the Care Center may be an option moving forward and should be considered in the future. Member Larson questioned what criteria was utilized for choosing the "winning" menu.

Chairman Eckhoff did propose that the item be passed at this committee and come before the Finance Committee for final approval, pending new insights provided by Correctional Services and Procurement. This concept was echoed by Chief Kruse who voiced the concern that with the current contract ending on February 28th, the inmates welfare needed to be considered in the event that the current contract could not be extended until a suitable conclusion was reached.

RESULT: APPROVED [8 TO 2]
MOVER: Sean T Noonan, District 2
SECONDER: Greg Hart, District 3
AYES: Hart, DiCianni, Eckhoff, Grant, Healy, Khouri, Larsen, Noonan
NAYS: Puchalski, Zay
ABSENT: Grasso, Tornatore

B. JPS-P-0053-18 Recommendation for the payment of invoice 141928 to Business IT Source for IBM software subscription and renewal support. This contract covers the period of April 1, 2018 through March 31, 2019 for the Circuit Court Clerk, for a contract total no to exceed $83,896.91, per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids.

Member Puchalski did question why this item was not out as a competitive bid. The Circuit Court Clerk will consider expanding the County's options with the next contract if possible.

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, Vice Chair
SECONDER: Sean T Noonan, District 2
AYES: Hart, DiCianni, Eckhoff, Grant, Healy, Khouri, Larsen, Noonan, Puchalski, Zay
ABSENT: Grasso, Tornatore
C. JPS-P-0054-18 Recommendation for the approval of a contract purchase order to Dr. Lesley Kane to provide and complete comprehensive evaluation of offenders that are referred by the court, for Probation & Court Services. The hourly rate for this contract is $50.00 per hour, for the period March 15, 2018 through March 14, 2019, for a contract total not to exceed $95,000.00. Other Professional Services 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: Robert L Larsen, Vice Chair
SECONDER: Tonia Khouri, District 5
AYES: Hart, DiCianni, Eckhoff, Grant, Healy, Khouri, Larsen, Noonan, Puchalski, Zay
ABSENT: Grasso, Tornatore

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D. 2018-67 Recommendation for the approval of a contract purchase order to Community Career Center, to provide workshop series for Probationers to learn job skills for employment, for the period of March 4, 2018 through March 3, 2019, for a contract total amount not to exceed $14,300.00. 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: Robert L Larsen, Vice Chair
SECONDER: Sean T Noonan, District 2
AYES: Hart, DiCianni, Eckhoff, Grant, Healy, Khouri, Larsen, Noonan, Puchalski, Zay
ABSENT: Grasso, Tornatore

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E. 2018-71 Recommendation for the approval of a contract purchase order to Judicial System, Inc., for the annual maintenance for Jury Management System for the Jury Commission. This contract covers the period of March 1, 2018 through February 28, 2019, for a contract total amount not to exceed $8,706.00, per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids - Sole Source. (Maintenance for Jury Management System)

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, Vice Chair
SECONDER: Sean T Noonan, District 2
AYES: Hart, DiCianni, Eckhoff, Grant, Healy, Khouri, Larsen, Noonan, Puchalski, Zay
ABSENT: Grasso, Tornatore
F. Grant Proposal Notifications -- Grant Proposal Notification and Report - FY18 Tobacco Grant State of Illinois - Department of Human Services For the Sheriff’s Office Judicial Public Safety/Finance Committees - $4,400.00

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

7. INFORMATIONAL ITEMS

A. Informational -- Health Department Data-Driven Justice Presentation

Executive Director of the DuPage County Health Department (DCHD), Karen Ayala, and Assistant Director of Community Services, Lori Carnahan, presented to the JPS committee on the value add of the partnerships forming between the DCHD, various municipalities, and the DuPage Sheriff’s Office. They spoke of the positive effects and additional training that many officers are seeking as they work with individuals who may identify as being mentally or behaviorally challenged (while also supporting family members). Together, the DCHD and law enforcement are providing a support system that recognizes a need for intervention in an effort to break a potentially criminal cycle.

Committee members responded to the presentation with a few questions but mainly with heartfelt appreciation for the efforts put forth by the DCHD and the Sheriff’s Office.

8. OLD BUSINESS

9. NEW BUSINESS

10. ADJOURNMENT

A. Motion to Adjourn

Without objection, the meeting was adjourned at 9:03 AM.

RESULT: APPROVED [UNANIMOUS]  
MOVER: Peter DiCianni, District 2  
SECONDER: Robert L Larsen, Vice Chair  
AYES: Hart, DiCianni, Eckhoff, Grant, Healy, Khouri, Larsen, Noonan, Puchalski, Zay  
ABSENT: Grasso, Tornatore
DuPage County, Illinois  
BUDGET ADJUSTMENT  
Effective June 20, 2016  

From:  1000  
Company #  

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<th>Accounting Unit</th>
<th>Account</th>
<th>Title</th>
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Total $15,000.00

Finance Dept Use Only  
Available Balance

To:  1000  
Company #  

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Total $15,000.00

Reason for Request:

To cover invoices

2/20/18

Activity (optional)

Chief Financial Officer
2/20/18

Finance Department Use Only

Fiscal Year 2018  
Budget Journal #    
Acctg Period

Entered By/Date    
Released By/Date    
Posted By/Date    

Attachment: LEB (17-18-400 : Budget Transfer-Sheriff’s Office-$15,000.00)
# BUDGET ADJUSTMENT

**DuPage County, Illinois**  
**Effective June 20, 2016**

**From:**  
Company #: 1000

**To:**  
Company #: 1000

**Accounting Unit** | **Account** | **Title** | **Amount** | **Prior to Transfer** | **Available Balance** | **After Transfer** | **Date of Balance** |
--- | --- | --- | --- | --- | --- | --- | --- |
4400 | 61080 | Wearing Apparel | $10,000.00 | 12,300- | 2,300- | 3/16/18 |
4410 | 61080 | Wearing Apparel | $70,000.00 | 85,700- | 15,700- |
4415 | 62200 | OPERATING SUPPLIES | $25,000.00 | 148,088.48 | 123,088.48 |
4415 | 63500 | DUES & MEMBERSHIPS | $5,000.00 | 17,707- | 12,707- |

**Total**  
$110,000.00

**Accounting Unit** | **Account** | **Title** | **Amount** | **Prior to Transfer** | **Available Balance** | **After Transfer** | **Date of Balance** |
--- | --- | --- | --- | --- | --- | --- | --- |
4400 | 62200 | OPERATING SUPPLIES | $25,000.00 | 2421.07 | 27,421.07 | 2/16/18 |
4400 | 62220 | WEARING APPAREL | $80,000.00 | 3888.02 | 83,888.02 |
4400 | 63600 | DUES & MEMBERSHIPS | $5,000.00 | 1456- | 6,456- |

**Total**  
$110,000.00

**Reason for Request:**  
To cover invoices

**Activity** (optional)

***Please sign in blue ink on the original form***

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**Finance Department Use Only**

**Fiscal Year:** 2018  
**Budget Journal #:**  
**Acctg Period:**

Entered By/Date:  
Released By/Date:  
Posted By/Date:  

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**JPS 3/6**  
**FIN 3/13**  
**CB 3/13**
DuPage County, Illinois  
BUDGET ADJUSTMENT  
Effective September 21, 2016

From: 1400  
Company:  

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Total $2,755.00

To: 1400  
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Total $2,755.00

Reason for Request:  
Need to transfer funds to compensate for vacation payout for FY2017, paid in fiscal year 2018, but for 2017 calendar year. These expenses should be charged back to FY'17 per the Auditors.

Department Head:  
Date: 3/6/18  

Chief Financial Officer:  
Date: 3/7/18  

Packet Pg. 10
Resolution
FI-R-0109-18

APPROPRIATION FOR
CRIME LABORATORY FUND
COMPANY 1300, ACCOUNTING UNIT 4440
$25,000

WHEREAS, no budget was established for the Crime Laboratory Fund for Fiscal Year 2018; and

WHEREAS, there is a need to establish a FY2018 budget to take pressure off the General Fund budget; and

WHEREAS, the amount necessary to accommodate expenditures through the remainder of Fiscal Year 2018 is $25,000 (TWENTY-FIVE THOUSAND AND NO/100 DOLLARS); and

WHEREAS, there is estimated to be sufficient unappropriated cash in the Crime Laboratory Fund to support an appropriation of $25,000 (TWENTY-FIVE THOUSAND AND NO/100 DOLLARS); and

WHEREAS, the Sheriff’s Office will monitor the Crime Lab fund balance to ensure there are sufficient funds prior to making purchases; and

WHEREAS, the DuPage County Board finds that the need to appropriate said funds creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the appropriation on the attached sheet (Attachment) in the amount of $25,000 (TWENTY-FIVE THOUSAND AND NO/100 DOLLARS) in Company 1300, Accounting Unit 4440 is hereby accepted and added to the Fiscal Year 2018 Appropriation Ordinance.

Enacted and approved this 27th day of March, 2018 at Wheaton, Illinois.

_________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: __________________________________
PAUL HINDS, COUNTY CLERK
FUNDING SOURCE

1300-9101-30000 – Fund Balance $ 25,000

Total Funding Source $25,000

EXPENDITURES

COMMODITIES

52200 – Operating Supplies $10,411

Total Commodities $10,411

CONTRACTUAL

53370 – Repair & Mtce Other Equip $14,589

Total Contractual $14,589

TOTAL APPROPRIATION

COMPANY 1300, ACCOUNTING UNIT 4440 $25,000
Resolution
FI-R-0110-18

ACCEPTANCE AND APPROPRIATION OF
THE TITLE IV-D PROGRAM GRANT PY19
INTERGOVERNMENTAL AGREEMENT NO. 2017-55-013-K3B
COMPANY 5000 - ACCOUNTING UNIT 6570
$610,000

(Under the administrative direction of the DuPage County State’s Attorney’s Office)

WHEREAS, the County of DuPage through the DuPage County State’s Attorney’s Office has been notified by the Illinois Department of Healthcare and Family Services that grant funds in the amount of $610,000 (SIX HUNDRED TEN THOUSAND AND NO/100 DOLLARS) are available to be used for the express purpose of the Title IV-D child support enforcement efforts; and

WHEREAS, to receive said funding, the DuPage County State’s Attorney must enter into a renewal of Intergovernmental Agreement No. 2017-55-013-K with the Illinois Department of Healthcare and Family Services, a copy of which is attached to and incorporated as a part of this resolution by reference (Attachment II); and

WHEREAS, the term of the intergovernmental agreement is from July 1, 2018 through June 30, 2019; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this agreement does not add any additional subsidy from the County; and

WHEREAS, the County of DuPage finds that the need to appropriate said funds creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that renewal of Intergovernmental Agreement No. 2017-55-013-K3B (Attachment II) between DuPage County and Illinois Department of Healthcare and Family Services is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment I) in the amount of $610,000 (SIX HUNDRED TEN THOUSAND AND NO/100 DOLLARS) be made to establish the Title IV-D Program Grant PY19, Company 5000, Accounting Unit 6570 for the period of July 1, 2018 to June 30, 2019; and

BE IT FURTHER RESOLVED that should State and/or federal funding cease for this grant, the Judicial and Public Safety Committee shall review the need for continuing the specified program and head count; and
Resolution
FI-R-0110-18

BE IT FURTHER RESOLVED, that should the Judicial and Public Safety Committee determine the need for other funding is appropriate, it may recommend action to the County Board by resolution.

Enacted and approved this 27th day of March, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ________________________________
PAUL HINDS, COUNTY CLERK
## ADDITIONAL APPROPRIATION TO ESTABLISH
THE TITLE IV-D PROGRAM GRANT PY19
INTERGOVERNMENTAL AGREEMENT NO. 2017-55-013-K3B
COMPANY 5000 – ACCOUNTING UNIT 6570
$610,000

### REVENUE

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>41000-0002</td>
<td>Federal Operating Grant – HHS</td>
<td>$402,600</td>
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<tr>
<td>41400-0003</td>
<td>State Operating Grant – IDHFS</td>
<td>$207,400</td>
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**TOTAL ANTICIPATED REVENUE** $610,000

### EXPENDITURES

#### PERSONNEL

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>50000</td>
<td>Regular Salaries</td>
<td>$437,654</td>
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<tr>
<td>51010</td>
<td>Employer Share I.M.R.F.</td>
<td>$53,919</td>
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<tr>
<td>51030</td>
<td>Employer Share Social Security</td>
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<td>51040</td>
<td>Employee Med &amp; Hosp Insurance</td>
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<td>51050</td>
<td>Flexible Benefit Earnings</td>
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**TOTAL PERSONNEL** $603,484

#### COMMODITIES

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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<tbody>
<tr>
<td>52200</td>
<td>Operating Supplies &amp; Materials</td>
<td>$2,000</td>
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</tbody>
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**TOTAL COMMODITIES** $2,000

#### CONTRACTUAL SERVICES

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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<tr>
<td>53090</td>
<td>Other Professional Services</td>
<td>$2,700</td>
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<tr>
<td>53600</td>
<td>Dues &amp; Memberships</td>
<td>$1,816</td>
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**TOTAL CONTRACTUAL SERVICES** $4,516

**TOTAL ADDITIONAL APPROPRIATION** $610,000
STATE OF ILLINOIS

RENEWAL OF INTERGOVERNMENTAL AGREEMENT
between
DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES
and
DUPAGE COUNTY STATE’S ATTORNEY
Agreement No. 2017-55-013-K

WHEREAS, the parties to Intergovernmental Agreement 2017-55-013, acting by and through the Illinois Department of Healthcare and Family Services ("Department") located at 201 South Grand Avenue East, Springfield, Illinois 62703 and the DuPage County State’s Attorney, ("Contractor") located at 503 N. County Farm Road, Wheaton, Illinois 60187, desire to renew this Agreement, and

WHEREAS, pursuant to Article 2.2 (Renewals), the Agreement may be renewed for additional periods by each party furnishing written notification of such intent;

NOW THEREFORE, the Intergovernmental Agreement is renewed for the period of July 1, 2018 through June 30, 2019.

All other terms and conditions shall remain in effect.

In Witness Whereof, the parties have hereunto caused this Renewal to be executed by their duly authorized representatives.

Illinois Department of Healthcare
And Family Services

By: ______________________________________________________
   Felicia F. Norwood
   Director

Date: _______________________________

APPROVED:

By: ______________________________________________________
   Lisa Madigan
   Illinois Attorney General

Date: _______________________________

DuPage County, Illinois

By: ______________________________________________________
   Signature on File
   Robert B. Berlin
   State's Attorney

Date: 3-8-18

By: ______________________________________________________
   Signature on File
   Dan Cronin
   Chairman, DuPage County Board

Date: _______________________________
Resolution
JPS-R-0111-18

APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH BLOOMINGDALE TOWNSHIP FOR POLICE SERVICES

WHEREAS, it is in the public interest that the County of DuPage enter into an Intergovernmental Agreement for Police Services with the Township of Bloomingdale; and

WHEREAS, the Judicial/Public Safety Committee of the County Board of the County of DuPage has examined and recommends approval of the attached INTERGOVERNMENTAL AGREEMENT, wherein Bloomingdale Township agrees to pay One Hundred Twenty Thousand Five Hundred Twenty Dollars and Sixty-Three Cents ($121,520.63) in exchange for police services in its township.

NOW, THEREFORE, BE IT RESOLVED by the County Board of the County of DuPage that:

1. The County Board Chairman of the County of DuPage is authorized to enter into the attached INTERGOVERNMENTAL AGREEMENT

2. The signature of John E. Zaruba, Sheriff of DuPage County affixed on the attached INTERGOVERNMENTAL AGREEMENT is hereby ratified by the County Board of the County of DuPage to the terms of said INTERGOVERNMENTAL AGREEMENT

3. The "INTERGOVERNMENTAL AGREEMENT FOR POLICE CONTRACT SERVICES" be attached hereto and made part of this Resolution

BE IT FURTHER RESOLVED that the County Clerk transmit ratified copies of this Resolution, with copies of said INTERGOVERNMENTAL AGREEMENT, to the Township of Bloomingdale, 123 Rosedale Avenue, Bloomingdale, IL 60108; Sheriff John E. Zaruba; the Auditor; the Treasurer; the Finance Director; and the Human Resources Department, Attn: Wages and Benefits Division.

Enacted and approved this 27th day of March, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
INTERGOVERNMENTAL AGREEMENT
FOR
POLICE CONTRACT SERVICES

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 1st day of April, 2018, by and between the County of DuPage (COUNTY), a body politic and corporate, the Sheriff of DuPage County (SHERIFF), and the Board of Trustees of the Township of Bloomingdale (TOWNSHIP), a body politic and corporate.

WITNESSETH:

WHEREAS, pursuant to Section 30-155(b) of the Township Code, the TOWNSHIP has created a special police district in its unincorporated area and has levied a tax as provided by said statute; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution authorizes units of local government to share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance and authorizes officers of units of local government to participate in intergovernmental activities authorized by their units of government; and

WHEREAS, the electors of the TOWNSHIP have authorized its Board of Trustees to contract with the SHERIFF to furnish police protection in the unincorporated area of the township pursuant to Section 30-155(a) of the Township Code, a copy of a Resolution authorizing same being attached hereto as Exhibit A and made a part hereof by reference; and

WHEREAS, the Parties intend the SHERIFF shall furnish such police protection by detailing a special resident deputy sheriff to the special police district created by the TOWNSHIP in addition to any police protection he ordinarily provides in the exercise of his powers and duties as chief law enforcement officer of the county of DuPage, in particular, in the unincorporated areas of the County of DuPage; and

WHEREAS, the TOWNSHIP has previously contracted with the SHERIFF for such purposes with their most recent agreement being set to expire on March 31, 2018; and

WHEREAS, the Parties intend that the TOWNSHIP shall reimburse the COUNTY for eighty percent (80%) of the costs the SHERIFF incurs in detailing such resident deputy sheriff to the special police district as more specifically set forth herein.
NOW, THEREFORE, in consideration of the aforesaid and the promises and covenants contained herein, the parties do hereby agree as follows:

1. The SHERIFF agrees to detail one (1) resident deputy sheriff and squad car (collectively “resident deputy”) to the TOWNSHIP’S special police district. The resident deputy will be on duty ten (10) eight-hour days in each fourteen (14) day pay period. For the purpose of this Agreement, the resident deputy’s pay periods shall commence on April 1, 2018, and every fourteen (14) days thereafter.

2. The SHERIFF agrees that he will regularly consult the TOWNSHIP Supervisor to receive suggestions and/or recommendations from said Supervisor relative to special areas of concern in the police district. The SHERIFF alone shall determine the need for services. In no event will the SHERIFF detail the services of the resident deputy to the TOWNSHIP in excess of two hundred sixty (260) days of any calendar year.

3. The SHERIFF agrees that he will not assign the resident deputy to duties outside of the boundaries of the TOWNSHIP’s special police district except as hereinafter specified.

4. The SHERIFF agrees that the resident deputy will operate in addition to any of the SHERIFF’s personnel operating within the TOWNSHIP in the normal course of their assigned duties as employees of the SHERIFF.

5. The Parties agree that the resident deputy and any vehicle or equipment utilized in the performance of this Agreement will at all times be property of the COUNTY and remain under the SHERIFF’s control and direction.

6. The Parties agree that the SHERIFF will provide all necessary back-up service, personnel and equipment to assist the resident deputy, if, in the SHERIFF’s discretion, such need arises, in order to assure the effective and safe performance of the SHERIFF’S total law enforcement function in the unincorporated areas of the TOWNSHIP to the best of his ability based on the availability and resources.

7. The Parties agree that in the event of an emergency elsewhere within the SHERIFF’S jurisdiction and the SHERIFF determines that the immediate response of his personnel is necessary, the resident deputy shall be on call for such emergency and will be ordered to respond for the time necessary to abate the emergency.

8. The SHERIFF agrees to maintain reasonable records relative to the effectiveness of the operations, which are the subject of this Agreement. The resident deputy will keep daily logs noting his activities during each tour of duty. The SHERIFF or his designee will be available to discuss and report to TOWNSHIP with respect to the resident deputy’s activities as the TOWNSHIP may reasonably require.
9. The Parties expressly agree that any and all records generated in the implementation of and pursuant to Paragraph eight (8) of this Agreement are and will remain in the sole and exclusive custody of the SHERIFF and the contents thereof are not subject to release or disclosure, except as authorized or required by law. The SHERIFF shall make officer activity sheets available to the TOWNSHIP, provided that such sheets do not contain or constitute any portion of an official investigative report.

10. In consideration therefor, the TOWNSHIP will cause to be paid to the General Fund of the County of DuPage, the aggregate sum of One Hundred Twenty One Thousand Five Hundred Twenty Dollars and Sixty-Three Cents ($121,520.63), said sum to be paid in twelve equal monthly installments of Ten Thousand One Hundred Twenty-Six Dollars and Seventy-Two Cents ($10,126.72). The TOWNSHIP shall tender said payment to the SHERIFF on the first day of each month during the twelve (12) month period of this Agreement. Failure of the TOWNSHIP to remit payment as specified herein constitutes cause for rescission of this Agreement.

11. The parties hereto expressly agree that the term of this Agreement shall commence April 1, 2018 and expire March 31, 2019. This Agreement may only be modified or amended by written consent of all parties.

12. Pursuant to the authority conferred by Article VII of the Local Government and Governmental Employees Tort Immunity Act, the COUNTY agrees to indemnify and hold the TOWNSHIP harmless for any judgment in any action brought in a court of competent jurisdiction against the TOWNSHIP for any act or omission of the SHERIFF or any of his agents or employees resulting from the performance of this Agreement by the SHERIFF.

13. This writing constitutes the final expression of the Agreement of the Parties hereto. It is intended as a complete and exclusive statement of the terms of their Agreement, and it supersedes all prior and concurrent promises, representations, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof.

TOWNSHIP OF BLOOMINGDALE

By: __________________________  By: ______ _______________________
Township Supervisor                           Chairman, DuPage County Board

By: _____________________________
Sheriff of DuPage County

ATTEST: _____________________ ATTEST: _________________________
Township Clerk        County Clerk
Resolution
JPS-R-0105-18

APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH WAYNE TOWNSHIP FOR POLICE SERVICES

WHEREAS, it is in the public interest that the County of DuPage enter into an Intergovernmental Agreement for Police Services with the Township of Wayne; and

WHEREAS, the Judicial/Public Safety Committee of the County Board of the County of DuPage has examined and recommends approval of the attached INTERGOVERNMENTAL AGREEMENT, wherein Wayne Township agrees to pay One Hundred Twenty-One Thousand Five Hundred Twenty Dollars and Sixty-Three Cents ($121,520.63) in exchange for police services in its township.

NOW, THEREFORE, BE IT RESOLVED by the County Board of the County of DuPage that:

1. The County Board Chairman of the County of DuPage is authorized to enter into the attached INTERGOVERNMENTAL AGREEMENT

2. The signature of John E. Zaruba, Sheriff of DuPage County affixed on the attached INTERGOVERNMENTAL AGREEMENT is hereby ratified by the County Board of the County of DuPage to the terms of said INTERGOVERNMENTAL AGREEMENT

3. The "INTERGOVERNMENTAL AGREEMENT FOR POLICE CONTRACT SERVICES" be attached hereto and made part of this Resolution

BE IT FURTHER RESOLVED that the County Clerk transmit ratified copies of this Resolution, with copies of said INTERGOVERNMENTAL AGREEMENT, to the Township of Wayne, 27W031 North Ave #5, West Chicago, IL 60185; Sheriff John E. Zaruba; the Auditor; the Treasurer; the Finance Director; and the Human Resources Department, Attn: Wages and Benefits Division.

Enacted and approved this 27th day of March, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
INTERGOVERNMENTAL AGREEMENT
FOR
POLICE CONTRACT SERVICES

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 1st day of April, 2018, by and between the County of DuPage (COUNTY), a body politic and corporate, the Sheriff of DuPage County (SHERIFF), and the Board of Trustees of the Township of Wayne (TOWNSHIP), a body politic and corporate.

WITNESSETH:

WHEREAS, pursuant to Section 30-155(b) of the Township Code, the TOWNSHIP has created a special police district in its unincorporated area and has levied a tax as provided by said statute; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution authorizes units of local government to share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance and authorizes officers of units of local government to participate in intergovernmental activities authorized by their units of government; and

WHEREAS, the electors of the TOWNSHIP have authorized its Board of Trustees to contract with the SHERIFF to furnish police protection in the unincorporated area of the township pursuant to Section 30-155(a) of the Township Code, a copy of a Resolution authorizing same being attached hereto as Exhibit A and made a part hereof by reference; and

WHEREAS, the Parties intend the SHERIFF shall furnish such police protection by detailing a special resident deputy sheriff to the special police district created by the TOWNSHIP in addition to any police protection he ordinarily provides in the exercise of his powers and duties as chief law enforcement officer of the county of DuPage, in particular, in the unincorporated areas of the County of DuPage; and

WHEREAS, the TOWNSHIP has previously contracted with the SHERIFF for such purposes with their most recent agreement being set to expire on March 31, 2018; and

WHEREAS, the Parties intend that the TOWNSHIP shall reimburse the COUNTY for eighty percent (80%) of the costs the SHERIFF incurs in detailing such resident deputy sheriff to the special police district as more specifically set forth herein.
NOW, THEREFORE, in consideration of the aforesaid and the promises and covenants contained herein, the parties do hereby agree as follows:

1. The SHERIFF agrees to detail one (1) resident deputy sheriff and squad car (collectively “resident deputy”) to the TOWNSHIP’S special police district. The resident deputy will be on duty ten (10) eight-hour days in each fourteen (14) day pay period. For the purpose of this Agreement, the resident deputy’s pay periods shall commence on April 1, 2018, and every fourteen (14) days thereafter.

2. The SHERIFF agrees that he will regularly consult the TOWNSHIP Supervisor to receive suggestions and/or recommendations from said Supervisor relative to special areas of concern in the police district. The SHERIFF alone shall determine the need for services. In no event will the SHERIFF detail the services of the resident deputy to the TOWNSHIP in excess of two hundred sixty (260) days of any calendar year.

3. The SHERIFF agrees that he will not assign the resident deputy to duties outside of the boundaries of the TOWNSHIP’s special police district except as hereinafter specified.

4. The SHERIFF agrees that the resident deputy will operate in addition to any of the SHERIFF’s personnel operating within the TOWNSHIP in the normal course of their assigned duties as employees of the SHERIFF.

5. The Parties agree that the resident deputy and any vehicle or equipment utilized in the performance of this Agreement will at all times be property of the COUNTY and remain under the SHERIFF’s control and direction.

6. The Parties agree that the SHERIFF will provide all necessary back-up service, personnel and equipment to assist the resident deputy, if, in the SHERIFF’s discretion, such need arises, in order to assure the effective and safe performance of the SHERIFF’S total law enforcement function in the unincorporated areas of the TOWNSHIP to the best of his ability based on the availability and resources.

7. The Parties agree that in the event of an emergency elsewhere within the SHERIFF’S jurisdiction and the SHERIFF determines that the immediate response of his personnel is necessary, the resident deputy shall be on call for such emergency and will be ordered to respond for the time necessary to abate the emergency.

8. The SHERIFF agrees to maintain reasonable records relative to the effectiveness of the operations, which are the subject of this Agreement. The resident deputy will keep daily logs noting his activities during each tour of duty. The SHERIFF or his designee will be available to discuss and report to TOWNSHIP with respect to the resident deputy’s activities as the TOWNSHIP may reasonably require.
9. The Parties expressly agree that any and all records generated in the implementation of and pursuant to Paragraph eight (8) of this Agreement are and will remain in the sole and exclusive custody of the SHERIFF and the contents thereof are not subject to release or disclosure, except as authorized or required by law. The SHERIFF shall make officer activity sheets available to the TOWNSHIP, provided that such sheets do not contain or constitute any portion of an official investigative report.

10. In consideration therefor, the TOWNshIp will cause to be paid to the General Fund of the County of DuPage, the aggregate sum of One Hundred Twenty One Thousand Five Hundred Twenty Dollars and Sixty-Three Cents ($121,520.63), said sum to be paid in twelve equal monthly installments of Ten Thousand One Hundred Twenty Six Dollars and Seventy Two Cents ($10,126.72). The TOWNSHIP shall tender said payment to the SHERIFF on the first day of each month during the twelve (12) month period of this Agreement. Failure of the TOWNSHIP to remit payment as specified herein constitutes cause for rescission of this Agreement.

11. The parties hereto expressly agree that the term of this Agreement shall commence April 1, 2018 and expire March 31, 2019. This Agreement may only be modified or amended by written consent of all parties.

12. Pursuant to the authority conferred by Article VII of the Local Government and Governmental Employees Tort Immunity Act, the COUNTY agrees to indemnify and hold the TOWNSHIP harmless for any judgment in any action brought in a court of competent jurisdiction against the TOWNSHIP for any act or omission of the SHERIFF or any of his agents or employees resulting from the performance of this Agreement by the SHERIFF.

13. This writing constitutes the final expression of the Agreement of the Parties hereto. It is intended as a complete and exclusive statement of the terms of their Agreement, and it supersedes all prior and concurrent promises, representations, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof.

TOWNSHIP OF WAYNE
By: __________________________ Township Supervisor

By: ____________________________ Chairman, DuPage County Board

By: ____________________________ Sheriff of DuPage County

ATTEST: __________________________ Township Clerk

ATTEST: __________________________ County Clerk

COUNTY OF DUPAGE

Resolution
JPS-R-0106-18

APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH MILTON TOWNSHIP FOR POLICE SERVICES

WHEREAS, it is in the public interest that the County of DuPage enter into an Intergovernmental Agreement for Police Services with the Township of Milton; and

WHEREAS, the Judicial/Public Safety Committee of the County Board of the County of DuPage has examined and recommends approval of the attached INTERGOVERNMENTAL AGREEMENT, wherein Milton Township agrees to pay Three Hundred Sixty-Four Thousand Five Hundred Sixty-One Dollars and Ninety Cents ($364,561.90) in exchange for police services in its township.

NOW, THEREFORE, BE IT RESOLVED by the County Board of the County of DuPage that:

1. The County Board Chairman of the County of DuPage is authorized to enter into the attached INTERGOVERNMENTAL AGREEMENT.

2. The signature of John E. Zaruba, Sheriff of DuPage County affixed on the attached INTERGOVERNMENTAL AGREEMENT is hereby ratified by the County Board of the County of DuPage to the terms of said INTERGOVERNMENTAL AGREEMENT.

3. The "INTERGOVERNMENTAL AGREEMENT FOR POLICE CONTRACT SERVICES" be attached hereto and made part of this Resolution.

BE IT FURTHER RESOLVED that the County Clerk transmit ratified copies of this Resolution, with copies of said INTERGOVERNMENTAL AGREEMENT, to the Township of Milton, 1492 N. Main Street, Wheaton, IL 60187; Sheriff John E. Zaruba; the Auditor; the Treasurer; the Finance Director; and the Human Resources Department, Attn: Wages and Benefits Division.

Enacted and approved this 27th day of March, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ________________
PAUL HINDS, COUNTY CLERK
INTERGOVERNMENTAL AGREEMENT
FOR
POLICE CONTRACT SERVICES

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 1st day of April, 2018, by and between the County of DuPage (COUNTY), a body politic and corporate, The Sheriff of DuPage County (SHERIFF), and the Board of Trustees of the Township of Milton (TOWNSHIP), a body politic and corporate.

WITNESSETH:

WHEREAS, pursuant to Section 30-155(b) of the Township Code, the TOWNSHIP has created a special police district in its unincorporated area and has levied a tax as provided by said statute; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution authorizes units of local government to share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance and authorizes officers of units of local government to participate in intergovernmental activities authorized by their units of government; and

WHEREAS, the electors of the TOWNSHIP have authorized its Board of Trustees to contract with the SHERIFF to furnish police protection in the unincorporated area of the township pursuant to Section 30-155(a) of the Township Code, a copy of a Resolution authorizing same being attached hereto as Exhibit A and made a part hereof by reference; and

WHEREAS, the Parties intend the SHERIFF shall furnish such police protection by detailing a special resident deputy sheriff to the special police district created by the TOWNSHIP in addition to any police protection he ordinarily provides in the exercise of his powers and duties as chief law enforcement officer of the county of DuPage, in particular, in the unincorporated areas of the County of DuPage; and

WHEREAS, the TOWNSHIP has previously contracted with the SHERIFF for such purposes with their most recent agreement being set to expire on March 31, 2018; and

WHEREAS, the Parties intend that the TOWNSHIP shall reimburse the COUNTY for eighty percent (80%) of the costs the SHERIFF incurs in detailing such resident deputy sheriff to the special police district as more specifically set forth herein.
NOW, THEREFORE, in consideration of the aforesaid and the promises and covenants contained herein, the parties do hereby agree as follows:

1. The SHERIFF agrees to detail three (3) resident deputy sheriffs and squad cars (collectively “resident deputies”) to the TOWNSHIP’S special police district. The resident deputies will be on duty ten (10) eight-hour days in each fourteen (14) day pay period. For the purpose of this Agreement, the resident deputy’s pay periods shall commence on April 1, 2018, and every fourteen (14) days thereafter.

2. The SHERIFF agrees that he will regularly consult the TOWNSHIP Supervisor to receive suggestions and/or recommendations from said Supervisor relative to special areas of concern in the police district. The SHERIFF alone shall determine the need for services. In no event will the SHERIFF detail the services of the resident deputies to the TOWNSHIP in excess of two hundred sixty (260) days of any calendar year.

3. The SHERIFF agrees that he will not assign the resident deputies to duties outside of the boundaries of the TOWNSHIP’s special police district except as hereinafter specified.

4. The SHERIFF agrees that the resident deputies will operate in addition to any of the SHERIFF’s personnel operating within the TOWNSHIP in the normal course of their assigned duties as employees of the SHERIFF.

5. The Parties agree that the resident deputies and any vehicle or equipment utilized in the performance of this Agreement will at all times be property of the COUNTY and remain under the SHERIFF’s control and direction.

6. The Parties agree that the SHERIFF will provide all necessary back-up service, personnel and equipment to assist the resident deputies, if, in the SHERIFF’s discretion, such need arises, in order to assure the effective and safe performance of the SHERIFF’S total law enforcement function in the unincorporated areas of the TOWNSHIP to the best of his ability based on the availability and resources.

7. The Parties agree that in the event of an emergency elsewhere within the SHERIFF’S jurisdiction and the SHERIFF determines that the immediate response of his personnel is necessary, the resident deputies shall be on call for such emergency and will be ordered to respond for the time necessary to abate the emergency.

8. The SHERIFF agrees to maintain reasonable records relative to the effectiveness of the operations, which are the subject of this Agreement. The resident deputies will keep daily logs noting their activities during each tour of duty. The SHERIFF or his designee will be available to discuss and report to TOWNSHIP with respect to the resident deputies’ activities as the TOWNSHIP may reasonably require.
9. The Parties expressly agree that any and all records generated in the implementation of and pursuant to Paragraph eight (8) of this Agreement are and will remain in the sole and exclusive custody of the SHERIFF and the contents thereof are not subject to release or disclosure, except as authorized or required by law. The SHERIFF shall make officer activity sheets available to the TOWNSHIP, provided that such sheets do not contain or constitute any portion of an official investigative report.

10. In consideration therefor, the TOWNSHIP will cause to be paid to the General Fund of the County of DuPage, the aggregate sum of Three Hundred Sixty-Four Thousand Five Hundred Sixty-One Dollars and Ninety Cents ($364,561.90), said sum to be paid in twelve equal monthly installments of Thirty Thousand Three Hundred Eighty Dollars and Sixteen Cents ($30,380.16). The TOWNSHIP shall tender said payment to the SHERIFF on the first day of each month during the twelve (12) month period of this Agreement. Failure of the TOWNSHIP to remit payment as specified herein constitutes cause for rescission of this Agreement.

11. The parties hereto expressly agree that the term of this Agreement shall commence April 1, 2018 and expire March 31, 2019. This Agreement may only be modified or amended by written consent of all parties.

12. Pursuant to the authority conferred by Article VII of the Local Government and Governmental Employees Tort Immunity Act, the COUNTY agrees to indemnify and hold the TOWNSHIP harmless for any judgment in any action brought in a court of competent jurisdiction against the TOWNSHIP for any act or omission of the SHERIFF or any of his agents or employees resulting from the performance of this Agreement by the SHERIFF.

13. This writing constitutes the final expression of the Agreement of the Parties hereto. It is intended as a complete and exclusive statement of the terms of their Agreement, and it supersedes all prior and concurrent promises, representations, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof.

TOWNSHIP OF MILTON                COUNTY OF DUPAGE

By: __________________________    By: __________________________
    Township Supervisor         Chairman, DuPage County Board

By: __________________________
    Sheriff of DuPage County

ATTEST: ________________________    ATTEST: ________________________
    Township Clerk              County Clerk
APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH YORK TOWNSHIP FOR POLICE SERVICES

WHEREAS, it is in the public interest that the County of DuPage enter into an Intergovernmental Agreement for Police Services with the Township of York; and

WHEREAS, the Judicial/Public Safety Committee of the County Board of the County of DuPage has examined and recommends approval of the attached INTERGOVERNMENTAL AGREEMENT, wherein York Township agrees to pay One Hundred Twenty-One Thousand Five Hundred Twenty Dollars and Sixty-Three Cents ($121,520.63) in exchange for police services in its township.

NOW, THEREFORE, BE IT RESOLVED by the County Board of the County of DuPage that:

1. The County Board Chairman of the County of DuPage is authorized to enter into the attached INTERGOVERNMENTAL AGREEMENT

2. The signature of John E. Zaruba, Sheriff of DuPage County affixed on the attached INTERGOVERNMENTAL AGREEMENT is hereby ratified by the County Board of the County of DuPage to the terms of said INTERGOVERNMENTAL AGREEMENT

3. The "INTERGOVERNMENTAL AGREEMENT FOR POLICE CONTRACT SERVICES" be attached hereto and made part of this Resolution

BE IT FURTHER RESOLVED that the County Clerk transmit ratified copies of this Resolution, with copies of said INTERGOVERNMENTAL AGREEMENT, to the Township of York, 1502 South Meyers Road, Lombard, IL 60148; Sheriff John E. Zaruba; the Auditor; the Treasurer; the Finance Director; and the Human Resources Department, Attn: Wages and Benefits Division.

Enacted and approved this 27th day of March, 2018 at Wheaton, Illinois.

_________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
INTERGOVERNMENTAL AGREEMENT
FOR
POLICE CONTRACT SERVICES

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 1st day of April, 2018, by and between the County of DuPage (COUNTY), a body politic and corporate, the Sheriff of DuPage County (SHERIFF), and the Board of Trustees of the Township of York (TOWNSHIP), a body politic and corporate.

WITNESSETH:

WHEREAS, pursuant to Section 30-155(b) of the Township Code, the TOWNSHIP has created a special police district in its unincorporated area and has levied a tax as provided by said statute; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution authorizes units of local government to share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance and authorizes officers of units of local government to participate in intergovernmental activities authorized by their units of government; and

WHEREAS, the electors of the TOWNSHIP have authorized its Board of Trustees to contract with the SHERIFF to furnish police protection in the unincorporated area of the township pursuant to Section 30-155(a) of the Township Code, a copy of a Resolution authorizing same being attached hereto as Exhibit A and made a part hereof by reference; and

WHEREAS, the Parties intend the SHERIFF shall furnish such police protection by detailing a special resident deputy sheriff to the special police district created by the TOWNSHIP in addition to any police protection he ordinarily provides in the exercise of his powers and duties as chief law enforcement officer of the county of DuPage, in particular, in the unincorporated areas of the County of DuPage; and

WHEREAS, the TOWNSHIP has previously contracted with the SHERIFF for such purposes with their most recent agreement being set to expire on March 31, 2018; and

WHEREAS, the Parties intend that the TOWNSHIP shall reimburse the COUNTY for eighty percent (80%) of the costs the SHERIFF incurs in detailing such resident deputy sheriff to the special police district as more specifically set forth herein.
NOW, THEREFORE, in consideration of the aforesaid and the promises and covenants contained herein, the parties do hereby agree as follows:

1. The SHERIFF agrees to detail one (1) resident deputy sheriff and squad car (collectively “resident deputy”) to the TOWNSHIP’S special police district. The resident deputy will be on duty ten (10) eight-hour days in each fourteen (14) day pay period. For the purpose of this Agreement, the resident deputy’s pay periods shall commence on April 1, 2018, and every fourteen (14) days thereafter.

2. The SHERIFF agrees that he will regularly consult the TOWNSHIP Supervisor to receive suggestions and/or recommendations from said Supervisor relative to special areas of concern in the police district. The SHERIFF alone shall determine the need for services. In no event will the SHERIFF detail the services of the resident deputy to the TOWNSHIP in excess of two hundred sixty (260) days of any calendar year.

3. The SHERIFF agrees that he will not assign the resident deputy to duties outside of the boundaries of the TOWNSHIP’s special police district except as hereinafter specified.

4. The SHERIFF agrees that the resident deputy will operate in addition to any of the SHERIFF’s personnel operating within the TOWNSHIP in the normal course of their assigned duties as employees of the SHERIFF.

5. The Parties agree that the resident deputy and any vehicle or equipment utilized in the performance of this Agreement will at all times be property of the COUNTY and remain under the SHERIFF’s control and direction.

6. The Parties agree that the SHERIFF will provide all necessary back-up service, personnel and equipment to assist the resident deputy, if, in the SHERIFF’s discretion, such need arises, in order to assure the effective and safe performance of the SHERIFF’S total law enforcement function in the unincorporated areas of the TOWNSHIP to the best of his ability based on the availability and resources.

7. The Parties agree that in the event of an emergency elsewhere within the SHERIFF’S jurisdiction and the SHERIFF determines that the immediate response of his personnel is necessary, the resident deputy shall be on call for such emergency and will be ordered to respond for the time necessary to abate the emergency.

8. The SHERIFF agrees to maintain reasonable records relative to the effectiveness of the operations, which are the subject of this Agreement. The resident deputy will keep daily logs noting his activities during each tour of duty. The SHERIFF or his designee will be available to discuss and report to TOWNSHIP with respect to the resident deputy’s activities as the TOWNSHIP may reasonably require.
9. The Parties expressly agree that any and all records generated in the implementation of and pursuant to Paragraph eight (8) of this Agreement are and will remain in the sole and exclusive custody of the SHERIFF and the contents thereof are not subject to release or disclosure, except as authorized or required by law. The SHERIFF shall make officer activity sheets available to the TOWNSHIP, provided that such sheets do not contain or constitute any portion of an official investigative report.

10. In consideration therefor, the TOWNSHIP will cause to be paid to the General Fund of the County of DuPage, the aggregate sum of One Hundred Twenty One Thousand Five Hundred Twenty Dollars and Sixty-Three Cents ($121,520.63), said sum to be paid in twelve equal monthly installments of Ten Thousand One Hundred Twenty Six Dollars and Seventy-Two Cents ($10,126.72). The TOWNSHIP shall tender said payment to the SHERIFF on the first day of each month during the twelve (12) month period of this Agreement. Failure of the TOWNSHIP to remit payment as specified herein constitutes cause for rescission of this Agreement.

11. The parties hereto expressly agree that the term of this Agreement shall commence **April 1, 2018** and expire **March 31, 2019**. This Agreement may only be modified or amended by written consent of all parties.

12. Pursuant to the authority conferred by Article VII of the Local Government and Governmental Employees Tort Immunity Act, the COUNTY agrees to indemnify and hold the TOWNSHIP harmless for any judgment in any action brought in a court of competent jurisdiction against the TOWNSHIP for any act or omission of the SHERIFF or any of his agents or employees resulting from the performance of this Agreement by the SHERIFF.

13. This writing constitutes the final expression of the Agreement of the Parties hereto. It is intended as a complete and exclusive statement of the terms of their Agreement, and it supersedes all prior and concurrent promises, representations, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof.

---

**TOWNSHIP OF YORK**

By: __________________________
   Township Supervisor

ATTEST: _______________________
   Township Clerk

---

**COUNTY OF DUPAGE**

By: __________________________
   Chairman, DuPage County Board

ATTEST: _______________________
   County Clerk
AWARDING RESOLUTION
ISSUED TO JILLIAN RUGGIERO, OF RUGGIERO & ASSOCIATES P.C.,
FOR AN AGREEMENT TO PROVIDE PROFESSIONAL SERVICES
TO THE 18TH JUDICIAL CIRCUIT COURT
(CONTRACT TOTAL AMOUNT: $45,000)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Judicial/Public Safety Committee recommends County Board approval for the issuance of a contract purchase order to provide professional services for a conflict attorney assigned to juvenile cases, representing abused, neglected, dependent or delinquent minors or family members, where the DuPage County Public Defender may not represent a party, including appeals in these matters, for the period May 1, 2018 through April 30, 2019, for the 18th Judicial Circuit Court.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide professional services for a conflict attorney assigned to juvenile cases, representing abused, neglected, dependent or delinquent minors or family members, where the DuPage County Public Defender may not represent a party, including appeals in these matters, for the 18th Judicial Circuit Court, for the period for the period May 1, 2018 through April 30, 2019, for the 18th Judicial Circuit Court, be, and it is hereby approved for issuance of a Contract by the Procurement Division to Jillian Ruggiero, of Ruggiero & Associates P.C., Two Arboretum Lakes, 901 Warrenville R., Lisle, IL 60532, for a contract total amount not to exceed $45,000.00.

Enacted and approved this 27th day of March, 2018 at Wheaton, Illinois.

__________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
PROCUREMENT REVIEW CHECKLIST
REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE SUBMITTED</td>
</tr>
<tr>
<td>CONTRACT TERM</td>
</tr>
<tr>
<td>CONTRACT TOTAL AMOUNT</td>
</tr>
<tr>
<td>REQUESTING DEPT.</td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

Decision Memo Required
Other Professional Services - Detailed Vetting Process Required

Lisa Herpel            Completed 03/08/2018 3:31 PM
Bernadette Mason       Completed 03/08/2018 4:04 PM
Kathy Ostrowski        Completed 03/08/2018 4:22 PM
James McGuire          Completed 03/12/2018 9:37 AM
Paul Rafac             Completed 03/12/2018 9:50 AM
Tom Cuculich           Completed 03/12/2018 9:53 AM
Kathy Ostrowski        Completed 03/12/2018 12:00 PM
Judicial/Public Safety Committee Pending 03/20/2018 8:15 AM
Finance Committee      Pending 03/27/2018 8:00 AM
County Board           Pending 03/27/2018 10:00 AM
## Purchase Requisition

**Procurement Services Division**

### Send Purchase Order To:
- **Vendor:** Ruggiero & Associates, P.C.  
  **Vendor #:** 26714  
- **Address:** Two Arborum lakes 901 Warrenville Rd. Ste. 175  
- **City:** Lisle  
  **State:** IL  
- **Zip:** 60532  
- **Phone:** 630-654-0044  
  **Fax:**

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

### Send Payments To:
- **Vendor:** Ruggiero & Associates, P.C.  
  **Vendor #:** 26714  
- **Address:** Two Arborum lakes 901 Warrenville Rd. Ste. 175  
- **City:** Lisle  
  **State:** IL  
- **Zip:** 60532  
- **Phone:** 630-654-0044  
  **Fax:**

### Ship To:
- **Dept:** 18th Judicial Circuit Court  
- **Address:** 505 N. County Farm Rd.  
- **City:** Wheaton  
- **State:** IL  
- **Zip:** 60187  
- **Phone:** 630-407-8901  
  **Fax:** 630-407-8836

### Payment Terms
- **F.O.B.:**
- **Destination:**
- **Contract Administrator:**
  - **Lisa Herpel**
- **Contract Start Date:** May 1, 2018  
- **Contract End Date:** Apr 30, 2019

### Item Detail

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acct #</th>
<th>Sub-Acct and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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<tr>
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<td>7</td>
<td>EA</td>
<td>Service, Conflict Attorney for Juvenile</td>
<td>18</td>
<td>1000</td>
<td>5900</td>
<td>53030</td>
<td>3,750.00</td>
<td>26,250.00</td>
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<tr>
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<td>5</td>
<td>EA</td>
<td>Service, Conflict Attorney for Juvenile</td>
<td>19</td>
<td>1000</td>
<td>5900</td>
<td>33030</td>
<td>3,750.00</td>
<td>18,750.00</td>
</tr>
</tbody>
</table>

**Requisition Total:** $45,000.00

**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.

---

FORM OPTIMIZED FOR ACR0BAT AND ADOBE READER VERSION 9 OR LATER
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.

Requesting Department: Circuit Court
Contact Email: lisa.herpel@18thjudicial.org
Vendor Name: Ruggiero & Associates, P.C.

Department Contact: Lisa Herpel
Contact Phone: 407-8788
Vendor #: 26714

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
To renew contract with Ruggiero & Associates, P.C., attorney Jillian J. Ruggiero, to provide professional services as a conflict attorney assigned to juvenile cases.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
Attorneys are appointed by 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
Customer Service
Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.
Service to the public.

Source Selection/Vetting Information - Describe method used to select source.
The position was posted last year, candidates were interviewed by a panel of judges and Ruggiero & Associates, P.C., attorney Jillian Ruggiero 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 Ruggiero & Associates, P.C.
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 $45,000.00, which is budgeted under account 1000-5900-53030 Legal Services for May 2018-April 2019.
**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:</th>
<th>Vendor #:</th>
<th>Contract Term:</th>
<th>Contract Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ruggiero &amp; Associates, P.C.</td>
<td>26714</td>
<td>5/1/18-4/30/19</td>
<td>$45,000.00</td>
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<tr>
<td>Jillian Ruggiero Attorney</td>
<td></td>
<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Dept:</th>
<th>Contact:</th>
<th>Phone:</th>
<th>Assigned Committee:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Circuit Court</td>
<td>Lisa Herpel</td>
<td>407-8788</td>
<td>Judicial Public Safety</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**
Professional services as a conflict attorney assigned to juvenile cases.

**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)): FY2018 1000-5900-53030

**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 # ____________

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Prepared By</th>
<th>Recommends for Approval</th>
<th>IT Approval, if required</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/6/18</td>
<td>3/6/18</td>
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<td></td>
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**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Date</th>
<th>Buyer</th>
<th>Procurement Officer</th>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Chairman’s Office (Decision Memos Over $25,000)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/2/18</td>
<td>3/2/18</td>
<td>3/2/18</td>
<td>3-12-18</td>
<td>3-12-18</td>
</tr>
</tbody>
</table>

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Packet Pg. 37
AGREEMENT

This AGREEMENT ("Agreement") is effective as of the 1st day of May, 2018, and is entered into by and between the Eighteenth Judicial Circuit Court of DuPage County, ("COURT"), and Jillian J. Ruggiero, of the Law Firm of Ruggiero & Associates, P.C. ("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 demonstrated knowledge and expertise in juvenile court law and procedures, has completed Guardian ad Litem training, and 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 May 1, 2018 through April 30, 2019, unless terminated sooner as provided herein.

3. **Scope of Services**: Attorney agrees to provide representation to 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. 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 State and County laws.

4. **Compensation and Payment**: Compensation for Services during the initial term shall not exceed $45,000.00 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. 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. 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.

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"). 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/she has completed 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:**

Law Firm of Ruggiero & Associates, P.C.  
Jillian J. Ruggiero  
Two Arboretum Lakes  
901 Warrenville Rd. Ste. 175  
Lisle, IL. 60532

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: __________________________
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: Feb 23, 2018

Company Name: Ruggiero & Associates PC
Company Contact: Jillian J. Ruggiero
Contact Phone: 630-654-0044
Contact Email: JillianRug@ruggierooffamilylaw.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 order to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, “contractor or vendor” includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

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

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

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

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

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

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

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

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

Authorized Signature (Signature on File) [signature]

Printed Name: Jillian J. Ruggiero
Title: Attorney
Date: 3-16-2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
Requisition 25k and over

JPS-P-0095-18

AWARDING RESOLUTION
ISSUED TO AXON ENTERPRISE, INC
TO PROVIDE (10) CLASS III X26P TASERS,
(10) RIGHT HOLSTERS, (5) LEFT
HOLSTERS, (10) TASER CAM RECORDERS
AND (250) CARTRIDGES
FOR THE SHERIFF’S OFFICE
(CONTRACT TOTAL AMOUNT $29,403.20)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Judicial Public Safety Committee recommends County Board approval for the issuance of a contract purchase order for Axon Enterprise, Inc to provide (10) Class III X26P Tasers, (10) Taser HD Cam recorders, (15) holsters, and (250) Cartridges including, including a 4 year warranty on the TASER’s and the TASER CAM HD recorder’s for the Sheriff’s Office.

NOW, THEREFORE BE IT RESOLVED, that County Requisition, covering said to provide (10) Class III X26P Tasers, (10) Taser HD Cam recorders, (10) Right Holsters, (5) Left Holsters, and (250) Cartridges, including a 4 year warranty on the TASER’s and the TASER CAMs HD recorder’s for the Sheriff’s Office, be, and it is hereby approved for issuance of a contract by the Procurement Division to Axon Enterprise, Inc 17800 N. 85th Street, Scottsdale, AZ 85255, for a contract total not to exceed $29,403.20. Per, 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids - Sole Source.

Enacted and approved this 27th day of March, 2018 at Wheaton, Illinois.

______________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
**PROCUREMENT REVIEW CHECKLIST REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>Date Submitted</th>
<th>Contract Term</th>
<th>Contract Total Amount</th>
<th>Requesting Dept.</th>
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<td>March 2, 2018</td>
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<td>$29,403.20</td>
<td>Sheriff's Office</td>
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**Solicitation Method for Source Selection**

*No Decision Memo Required*  
Sole Source - Attach Sole Source Justification

- **Bernadette Mason**  
  Completed  
  03/12/2018 12:24 PM

- **Colleen Zbilski**  
  Completed  
  03/12/2018 12:25 PM

- **Kathy Ostrowski**  
  Completed  
  03/12/2018 12:48 PM

- **James McGuire**  
  Completed  
  03/12/2018 2:05 PM

- **Paul Rafac**  
  Completed  
  03/15/2018 12:43 PM

- **Kathy Ostrowski**  
  Completed  
  03/15/2018 12:48 PM

- **Judicial/Public Safety Committee**  
  Pending  
  03/20/2018 8:15 AM

- **Finance Committee**  
  Pending  
  03/27/2018 8:00 AM

- **County Board**  
  Pending  
  03/27/2018 10:00 AM
## Purchase Requisition

### Procurement Services Division

**Send Purchase Order To:**

Vendor: Axon Enterprise, Inc  
Vendor #: 26601  
Attn: Ron Bellendier  
Email: ron@taser.com  
Address: 17800 N 85th Street  
City: Scottsdale  
State: AZ  
Zip: 85255  
Phone: 602-326-6249

**Send Invoices To:**

Dept: DuPage Sheriff's Office  
Division: Budget  
Attn: Colleen Zbilski  
Email: colleen.zbilski@dupagesheriff.org  
Address: 501 N County Farm Rd  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-407-2122

**Send Payments To:**

Vendor: Axon Enterprise, Inc  
Vendor #: 26601  
Attn: Ron Bellendier  
Email: ron@taser.com  
Address: 17800 N 85th Street  
City: Scottsdale  
State: AZ  
Zip: 85255  
Phone: 602-326-6249

**Send Invoices To:**

Dept: DuPage County Sheriff's Office  
Division:  
Attn: Colleen Zbilski  
Email: colleen.zbilski@dupagesheriff.org  
Address: 501 N County Farm Rd  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-407-2122

### Payment Terms

- F.O.B.
- PO 20 Delivery Date
- Requisitioner
- Use for PO25 only

### Header Comments

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

**Special Instructions/Comments to Buyer or Approver**

(这些 comments will NOT appear on the Purchase Order)

**User Department Internal Notes**

(这些 comments will NOT appear on the Purchase Order)

---

<table>
<thead>
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<th>Acct #</th>
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<td>7</td>
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<td></td>
<td>159.86</td>
<td>1,596</td>
</tr>
</tbody>
</table>

**Requisition Total**: $29,403.20
Procurement Review Checklist

Procurement Services Division

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

Date: Mar 2, 2018
MinuteTraq (IQM2) ID #: ______________________

Vendor: Axon Enterprise, Inc  |  Vendor #: 26601  |  Contract Term:  |  Contract Total: $29,403.20
Dept: Sheriff's Office  |  Contact: Colleen Zbielik  |  Phone: 630-407-2122  |  Assigned Committee: ____________

Description of Procurement/Scope of Work/Background
Class III, X26P, holsters, taser cams cartridges and extended warranty

Reason for Procurement
To replace non functioning units and continue to equip deputes with this intermediate use of force

FUNDING SOURCE
☐ Procurement budgeted for (FY and budget code(s)): 1100 - 1212 - 62000 Tort Liability
☐ 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 4-10215 (attach Sole Source Justification form)
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00  ☐ Public Utility
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

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

PREPARED BY AND APPROVAL(S) (Initials Only)

Prepared By: ______________________________  Date: Mar 2, 2018
Recommended for Approval: ______________________________  Date: 3/2/18
IT Approval, if required: ______________________________  Date: ______________________________

REVIEWED BY (Initials Only)

Buyer: ______________________________  Date: 3/5/18  Procurement Officer: ________________  Date: 3-5-18
Chief Financial Officer
(Decision Memos Over $25,000)  ______________________________  Date: 3-2-18  Chairman's Office
(Decision Memos Over $25,000)  ______________________________  Date: ______________________________
DUPAGE CO SHERIFF'S OFFICE

2/23/2018

Axon Sales Representative
Ron Bellender
6023266249
ron@taser.com
<table>
<thead>
<tr>
<th>Item</th>
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<th>Net Unit Price</th>
<th>Total (USD)</th>
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<td>10,220.00</td>
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<td>11504</td>
<td>HOLSTER, BLACKHAWK, LEFT, X26P</td>
<td>5</td>
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<td>610.00</td>
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<td>11004</td>
<td>WARRANTY, 4 YEAR, X26P</td>
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<td>44203</td>
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<td>26810</td>
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<td>26763</td>
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<td>1,598.60</td>
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</table>

Subtotal  29,403.20  
Taxes  0.00  
Total  29,403.20  

Grand Total  29,403.20
Axon's Sales Terms and Conditions

By signing this Quote, you certify that you have read and agree to the provisions set forth in this Quote and Axon’s Master Services and Purchasing Agreement (MSPA), posted at https://www.axon.com/legal/sales-terms-and-conditions, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. You represent that you are legally authorized to sign this Agreement on behalf of your entity. If you do not have this authority, please do not sign this Quote.

Signature: ___________________________ Date: 2/24/18

Name (Print): JAMES KROSE Title: 2:45 PM

PO# (Or write N/A): N/A

Please sign and email to Ron Bellendier at ron@taser.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-156438-43154.881RB

*Protect Life® and Taser® are registered trademarks of Axon Enterprise, Inc., registered in the U.S. © 2013
Axon Enterprise, Inc. All rights reserved.
# 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>
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<tbody>
<tr>
<td></td>
<td></td>
<td>Axon Enterprise, Inc</td>
<td>X26P, Class III</td>
</tr>
</tbody>
</table>

## DESCRIBE ITEM BEING JUSTIFIED AND ITS FUNCTION:

The Taser X26P, Class III is a low enforcement specific less lethal device, also known as a Conducted Energy Weapon (CEW). This less lethal weapon is presently in use by deputies and this purchase is to replace non-functional units, and to add additional units to the workforce. The X26P is an intermediate force option that has been proven effective in reducing injuries to both criminal offenders and the deputies.

## 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)

<table>
<thead>
<tr>
<th>REQUESTED SOURCE</th>
<th>CONTACT</th>
<th>PHONE</th>
<th>WEBSITE</th>
</tr>
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<tbody>
<tr>
<td>Axon Enterprise, Inc</td>
<td>Ron Bellandier</td>
<td>602-326-6249</td>
<td>taser.com</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)

This is a continuation of the office's deployment of Taser X26P devices. Deputies are familiar with the operation and features to this device.

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

Axon Enterprise is the sole manufacturer and/or distributor of these products. Please see attached sole source document.

## 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)

Axon Enterprise is the sole source manufacturer and distributor of the X26P Conducted Energy Weapon. The X26P is patented technology.
To: United States state, local and municipal law enforcement agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Conducted Electrical Weapons

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor of all TASER brand products in the States of AR, CT, DE, FL, GA, HI, IA IL, IN, KS, LA, MA, MD, ME, MI, MN, MO, MS, NC, ND, NE, NH, NJ, NY, OK, OR, PA, RI, SC, SD, TX, VA, VI, VT, WI, WV, and the District of Columbia and Guam.

TASER CEW Descriptions

X2 CEW
- Multiple-shot CEW
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER Smart Cartridges only

X26P CEW
- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
• Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)
• Battery pack for the X2 and X26P conducted electrical weapons
• Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

TASER Brand CEW Model Numbers

1. Conducted Electrical Weapons (CEWs):
   • TASER X2 Models: 22002 and 22003
   • TASER X26P Models: 11002 and 11003

2. Optional Extended Warranties for CEWs:
   • X2 - 4-year extended warranty, item number 22014
   • X26P - 2-year extended warranty, item number 11008
   • X26P - 4-year extended warranty, item number 11004

3. TASER standard cartridges (compatible with the X26P; required for this CEW to function in the probe deployment mode):
   • 15-foot Model: 34200
   • 21-foot Model: 44200
   • 21-foot non-conductive Model: 44205
   • 25-foot Model: 44203
   • 35-foot Model: 44206

4. TASER Smart cartridges (compatible with the X2; required for this CEW to function in the probe deployment mode):
   • 15-foot Model: 22150
   • 25-foot Model: 22151
   • 25-foot inert simulation Model: 22155
   • 25-foot non-conductive Model: 22157
   • 35-foot Model: 22152

5. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 CEWs.
   • TASER CAM HD replacement battery Model: 26764
   • TASER CAM HD Download Kit Model: 26762
   • TASER CAM HD optional 4-year extended warranty, item number 26763

6. Power Modules (Battery Packs) for X26P and X2 CEWs:
   • Performance Power Magazine (PPM) Model: 22010
   • Tactical Performance Power Magazine (TPPM) Model: 22012
   • Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
   • eXtended Performance Power Magazine (XPPM) Model: 11010
   • eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
   • Axon Signal Performance Power Magazine (SPPM) Model: 70116

7. TASER Dataport Download Kits:
   • Dataport Download Kit for the X2 and X26P Model: 22013

8. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
9. CEW Holsters:
   - Right-hand X2 holster by BLACKHAWK Model: 22501
   - Left-hand X2 holster by BLACKHAWK Model: 22504
   - Right-hand X26P holster by BLACKHAWK Model: 11501
   - Left-hand X26P holster by BLACKHAWK Model: 11504

10. TASER Simulation Suit II Model 44550

   **TASER Product Packages**

1. **Officer Safety Plan:** Includes a CEW, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.

2. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P CEWs, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)

3. **TASER 60:** Pay for X2 and X26P CEWs and Spare Products in installments over 5 years.

4. **Unlimited Cartridge Plan:** Allows agency pay an annual fee to received unlimited cartridges and batteries.

5. **TASER 60 Unlimited:** Pay for X2 and X26P CEWs and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.

<table>
<thead>
<tr>
<th>SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND CEW PRODUCTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Axon Enterprise, Inc.</td>
</tr>
<tr>
<td>17800 N. 85th Street, Scottsdale, AZ 85255</td>
</tr>
<tr>
<td>Phone: 800-978-2737</td>
</tr>
<tr>
<td>Fax: 480-991-0791</td>
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<table>
<thead>
<tr>
<th>SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND CEW PRODUCTS</th>
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<tr>
<td>Axon Enterprise, Inc.</td>
</tr>
<tr>
<td>17800 N. 85th Street, Scottsdale, AZ 85255</td>
</tr>
<tr>
<td>Phone: 800-978-2737</td>
</tr>
<tr>
<td>Fax: 480-991-0791</td>
</tr>
</tbody>
</table>

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

[Signature]

Josh Isner
Executive Vice President, North American Sales
Axon Enterprise, Inc.

BLACKHAWK is a trademark of the Blackhawk Products Group.

The 'Delta Axon' logo, Axon, Axon Signal, Evidence.com, Smart Cartridge, TASER CAM, Trilogy, X2, X26P, TASER, and the 'Bolt within Circle' logo are trademarks of Axon Enterprise, Inc., some of which are trademarks in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2018 Axon Enterprise, Inc.
Required Vendor Ethics Disclosure Statement

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

Date: Feb 22, 2018

Bid/Contract/PO #: 

<table>
<thead>
<tr>
<th>Company Name: Axon Enterprise, Inc.</th>
<th>Company Contact: Sales Ops</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 80-978-2737</td>
<td>Contact Email: <a href="mailto:contracts@axon.com">contracts@axon.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>
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<th>Recipient</th>
<th>Donor</th>
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<tbody>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<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>
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<tbody>
<tr>
<td>Caitlin Morgan</td>
<td>800-978-2737</td>
<td><a href="mailto:cmorgan@taser.com">cmorgan@taser.com</a></td>
</tr>
<tr>
<td>Shawnacee Neziol</td>
<td>800-978-2737</td>
<td><a href="mailto:szneziol@taser.com">szneziol@taser.com</a></td>
</tr>
</tbody>
</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 File

Authorized Signature

Printed Name: Josh Isner

Title: Chief Revenue Officer

Date: Feb 22, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page ___ of ___ (total number of pages)
AWARDING RESOLUTION TO
UNIFIED POWER
TO REMOVE, REPLACE and RECYCLE BATTERY STRINGS
(CONTRACT TOTAL AMOUNT: $27,947.26)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Judicial Public Safety Committee recommends County Board approval for issuance of a contract purchase order to Unified Power, to remove, replace and recycle battery strings on the UPS for use at the Circuit Court Clerk Office.

NOW, THEREFORE BE IT RESOLVED, that County Requisition, covering said, to remove, replace and recycle battery strings for use by Circuit Court Clerk Office, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Unified Power, 217 Metro Dr., Terrell TX 75160, for a contract total amount of $27,947.26, per 55 ILCS 5/5-1022 “Competitive Bids” (d) IT/Telecom purchases under $35,000.00.

Enacted and approved this 27th day of March, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ___________________________________
PAUL HINDS, COUNTY CLERK
Requisition 25k and over

JPS-P-0096-18

PROCUREMENT REVIEW CHECKLIST
REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DATE SUBMITTED</strong></td>
</tr>
<tr>
<td><strong>CONTRACT TOTAL AMOUNT</strong></td>
</tr>
<tr>
<td><strong>CONTRACT TERM</strong></td>
</tr>
<tr>
<td><strong>REQUESTING DEPT.</strong></td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

**No Decision Memo Required**  Per 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under $35,000

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Completed Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bernadette Mason</td>
<td>Completed</td>
<td>03/05/2018 10:10 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>03/05/2018 11:54 AM</td>
</tr>
<tr>
<td>Wendi Wagner</td>
<td>Completed</td>
<td>03/12/2018 3:41 PM</td>
</tr>
<tr>
<td>Donald Carlsen</td>
<td>Completed</td>
<td>03/12/2018 3:44 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>03/16/2018 2:58 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>03/16/2018 3:59 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>03/16/2018 4:05 PM</td>
</tr>
<tr>
<td>Judicial/Public Safety Committee</td>
<td>Pending</td>
<td>03/20/2018 8:15 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>03/27/2018 8:00 AM</td>
</tr>
<tr>
<td>Technology Committee</td>
<td>Pending</td>
<td>03/27/2018 9:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>03/27/2018 10:00 AM</td>
</tr>
</tbody>
</table>
**Invoice To:**
DuPage County Judicial Center  
505 North County Farm Road  
Clerk of the 18th Judicial Circuit Court  
Wheaton IL 60187

**End User:**
DuPage County Judicial Center

---

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor to Remove, Replace and Recycle (8) strings of (36) Powerware PWR12120 and (3) strings of Powerware PWR1234W2FR batteries associated with Powerware PWR 8355-30 UPS during normal business hours.</td>
<td>$2,984.70</td>
<td>1</td>
<td>$2,984.70</td>
</tr>
<tr>
<td>*** Option for after hours labor $4,412.70</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Battery, CSB, 12V, 9AH, F2 Terminals, FR Jar</td>
<td>$22.26</td>
<td>108</td>
<td>$2,404.08</td>
</tr>
<tr>
<td>Battery, CSB, 12V, 30AH, Insert Terminals</td>
<td>$82.39</td>
<td>216</td>
<td>$17,796.24</td>
</tr>
<tr>
<td>Freight Charges, Standard Dock to Dock Delivery</td>
<td>$349.54</td>
<td>1</td>
<td>$349.54</td>
</tr>
</tbody>
</table>

**Sub Total:**
$23,534.56

---

**Comments**
Site Contact: Dan McGuire  
Phone: (630) 888-1008  
Email: Dan.McGuire@18thjudicial.org

---

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Tax</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$23,534.56</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Tax</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$23,534.56</td>
<td></td>
</tr>
</tbody>
</table>
Unified Power's Terms & Conditions will apply to orders based on this proposal.

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

Unified Power

Signature: ______________________
Date: ______________________
Printed Name: ______________________
Title: ______________________

DuPage County Judicial Center

Signature: ______________________
Date: 2-27-18
Printed Name: John Larson
Title: Director of Operations
Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Notice. Any notice, writing or other communication required or permitted to be given under the terms of these Terms and Conditions shall be in writing and sent to the addresses of Seller and Customer set forth in the agreement(s) between Seller and Customer by one or more of the following methods: (a) by personal hand delivery; (b) by certified or registered mail in the United States mail, postage prepaid, return receipt requested; or (c) by a recognized overnight express mail service. If mailed by U.S. Mail, the notice period shall be deemed to begin two (2) days following the date on which that notice is mailed.

a. Unless otherwise specified by Seller, any quotation or proposal of Seller shall expire thirty (30) days from the date of issuance and may be modified or withdrawn at any time prior to the date of Customer's formal written acceptance.

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

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

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

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

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

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

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

-END OF TERMS AND CONDITIONS-
# Purchase Requisition
## Procurement Services Division

### Send Purchase Order To:
- **Vendor:** Unified Power
- **Vendor #:** 12694
- **Attn:** Jeremy Mathews
- **Email:** jmathews@kramerdapower.com
- **Address:** 217 Metro Dr.
- **City:** Terrell
- **State:** TX
- **Zip:** 75160
- **Phone:** 630-433-4046

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

### Send Payments To:
- **Vendor:** Unified Power
- **Vendor #:**
- **Attn:** Jeremy Mathews
- **Email:** jmathews@kramerdapower.com
- **Address:** 217 Metro Dr.
- **City:** Terrell
- **State:** TX
- **Zip:** 75160
- **Phone:** 630-433-4046

### Ship To:
- **Dept:** Circuit Court Clerk
- **Division:** Operations
- **Attn:** Dan McGuire
- **Email:** dan.mcguire@18thjudicial.org
- **Address:** 505 N County Farm Rd
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 630-688-1008

### Payment Terms
- **F.O.B.:**
- **PO 20 Delivery Date:**
- **Requisitioner:**

### Use for
- **PO25 only:**
- **Contract Administrator:**
- **Contract Start Date:**
- **Contract End Date:**

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

**Requisition Total** $27,947.26

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

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

the total does include the after hour labor option

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

---

*Attachment: 12109 Requisition Unified Power (JPS-P-0096-18 : Unified Power)*

---

Packet Pg. 63
Procurement Review Checklist

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

Vendor: Unified Power
Vendor #: 12694
Contract Term: 
Contract Total: $27,947.26

Dept: Circuit Court Clerk
Contact: John Larson
Phone: 630-407-8579
Assigned Committee: JPS

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

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

FUNDING SOURCE
☑ Procurement budgeted for (FY and budget code(s)): 18-1400-6720-54100
☐ Budget Transfer (Date) __________ Add'l Information

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

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

PREPARED BY AND APPROVAL(S) (Initials Only)

MLH [signature]
Prepared By ____________________________ Date __________
Recommended for Approval ____________________________ Date __________
IT Approval, if required ____________________________ Date __________

REVIEWED BY (Initials Only)

[signature] [signature]
Buyer ____________________________ Date __________
Procurement Officer ____________________________ Date __________

Chief Financial Officer (Decision Memos Over $25,000)
Date __________ Chairman’s Office (Decision Memos Over $25,000)
Date __________

Form Optimized for Acrobat and Adobe Reader Version 9 or Later

Packet Pg. 64
The United States of America
State of Illinois
County of DuPage

FUND AUTHORIZATION

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

1400-6720-54100

Requisition #: 12109

Unified Power
217 Metro Dr,
Terrell TX 75160

UPS – replacement of battery strings $27,947.26

APPROVED:

\[Signature\]

Hon. Daniel Guerin
Chief Judge

Date 2-29-18

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

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

Date: Jan 26, 2018

Company Name: On Computer Services LLC dba Unified Power
Company Contact: Michael Sharp
Contact Phone: 877-469-4846
Contact Email: michael.sharp@unifiedpowerusa.com

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

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

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

Authorized Signature: [Signature]
Printed Name: Michael Sharp
Title: Customer Care
Date: Jan 26, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
Requisition under 25k dollars
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 5, 2018</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
<th>SHERIFF'S OFFICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>$10,463.00</td>
<td>SHERIFF'S OFFICE</td>
<td></td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

- Bernadette Mason: Completed 03/05/2018 9:15 AM
- Colleen Zbilski: Completed 03/05/2018 9:16 AM
- Kathy Ostrowski: Completed 03/05/2018 9:26 AM
- James McGuire: Completed 03/05/2018 11:22 AM
- Paul Rafac: Completed 03/06/2018 12:22 PM
- Kathy Ostrowski: Completed 03/09/2018 11:19 AM
- Judicial/Public Safety Committee: Pending 03/20/2018 8:15 AM
Purchase Requisition
Procurement Services Division

Send Purchase Order To:
Vendor: Agilent Technologies
Vendor #: 1/452
North American
Attn: Customer Contact Center
Address: 2850 Centerville Road BU3-2
City: Wilmington
Phone: 1-800-227-9770
Fax: 302-683-8953

Send Invoices To:
Dept: Sheriff's Office
Division: Administration
Attn: Colleen Zbiski
Email: colleen.zbiski@dupagesheriff.org
Address: 501 N. County Farm Rd.
City: Wheaton
State: IL
Zip: 60187
Phone: 630-407-2122
Fax: 630-407-2013

Send Payments To:
Vendor: Agilent Technologies
Vendor #: 1/452
Attn: Jillian Baker
Email: jillian.baker@dupagesheriff.org
Address: 501 N. County Farm Rd.
City: Wheaton
State: IL
Zip: 60187
Phone: 630-407-2103
Fax: 630-407-2156

Payment Terms:
PER 50 ILCS 505/1
Use for:
Contract Administrator
PO25 only

F.O.B.:
Destination:
PO 20 Delivery Date:
Requisitioner:
Jillian Baker
Use for:
Contract Start Date:
Contract End Date:
PO25 only

<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>Acct #</th>
<th>Acct Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>G4514A</td>
<td>Agilent 7693 Tray, 150 vial including 3 removable vial racks and GC Mounting Bracket; installation &amp; Familiarization</td>
<td>18</td>
<td>5000</td>
<td>4520</td>
<td>3410 5410</td>
<td>9,707.00</td>
<td>9,707.00</td>
</tr>
<tr>
<td>2</td>
<td>2</td>
<td>EA</td>
<td>H5949A</td>
<td>Supplemental Installation of tray</td>
<td>18</td>
<td>5000</td>
<td>4520</td>
<td>3410 5410</td>
<td>378.00</td>
<td>756.00</td>
</tr>
</tbody>
</table>

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):
Upon arrival at the laboratory, all technicians will be required to undergo a background check, including fingerprinting. Any questions regarding this request can be directed to Jillian Baker x2103.

User Department Internal Notes (these comments will NOT appear on the Purchase Order):
Order to be placed by Chemistry Supervisor Jillian Baker, upon approval.

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Packet Pg. 69

Rev 1.4
12/20/16
### 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: Agilent Technologies</th>
<th>Vendor #: 11652</th>
<th>Contract Term: N/A</th>
<th>Contract Total: 10,463</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Sheriff's Office Crime Laboratory</td>
<td>Contact: Jillian Baker</td>
<td>Phone: 630-407-2103</td>
<td>Assigned Committee: JPS</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background:**
Purchase, Installation, and Familiarization at Installation for a new Agilent 7693T Tray for existing Agilent Gas Chromatograph Mass Spectrometer (GCMS) Instrument used in the crime lab to analyze seized drug evidence.

**Reason for Procurement:**
Current sample capacity on Instrument is 16. Installation of the Agilent 7693 Tray will expand the sample capacity to 150; allowing more samples to be programmed to run on the instrument.

---

**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): FY18; 5000 4520 717503
- [ ] Budget Transfer (Date)
- Add IT Information

---

**DECISION MEMO NOT REQUIRED**

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # 
  
  (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL Enter Bid # 
  
  Intergovernmental Agreement
- [x] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) 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 # 

  Intergovernmental Agreement
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE BID #

---

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

<table>
<thead>
<tr>
<th>Jillian Baker</th>
<th>Feb 21, 2018</th>
<th>2/21/18</th>
</tr>
</thead>
</table>

**REVIEWED BY (Initials Only):**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>3/5/18</th>
<th>Procurement Officer</th>
<th>3-5-18</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
<th>Chairman's Office (Decision Memos Over $25,000)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>3-6-18</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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**Rev 1.8**

9/11/17

Packet Pg. 70

Attachment: Agilent Technologies - Checklist (12161: Agilent Technologies)
# Quotation

<table>
<thead>
<tr>
<th>Product/Description</th>
<th>Qty/Unit</th>
<th>Unit List Price</th>
<th>Extended Net Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>G4514A</td>
<td>1.000 EA</td>
<td>9,707.00 USD</td>
<td>9,707.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H5949A</td>
<td>2.000 EA</td>
<td>378.00 USD</td>
<td>756.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7693 Tray, 150 vial includes three removable 50-vial racks and GC mounting bracket.

With the following configuration:
- Ship-to Country: USA
- GC Inlet Cover for 7890, 7820 GC Installation (44K)
- Familiarization at Installation (44L)

Supplemental Installation One Hour Labor for Chemical Analysis products. Labor only; no travel included. Requires Installation - bundled, or as 44N or 44K.

Net Amount: $10,463.00
Total: $10,463.00
# Quotation

<table>
<thead>
<tr>
<th>Quote No.</th>
<th>Create Date</th>
<th>Delivery Time</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>2476628</td>
<td>01/16/2018</td>
<td>&lt;1 Week</td>
<td>2 of 3</td>
</tr>
</tbody>
</table>

**Contact**

Nick McNamara  
Phone: 866-624-0133  
Valid to: 04/30/2018

To place an order: Call 1-800-227-9770 Option 1  
For Instruments Fax: 302-633-8953  
Email: LSCInstrumentsales@agilent.com  
For Consumables Fax: 302-633-8901  
Email: CAG_sales-NA@agilent.com  
For Genomics Fax: 512-321-3128  
Email: orders@agilent.com  
For additional instructions, see last page

<table>
<thead>
<tr>
<th>Product/Description</th>
<th>Qty/Unit</th>
<th>Unit List Price</th>
<th>Extended Net Price</th>
</tr>
</thead>
</table>

TO PLACE AN ORDER, Agilent offers several options:
1) Visit [http://www.agilent.com/chem/supplies](http://www.agilent.com/chem/supplies) to place online orders using a purchase order or credit card.
2) Call 1-800-227-9770 (option 1) any weekday between 8am and 8 pm Eastern time in the U.S., Canada & Puerto Rico.
3) To place an order for Consumables, please fax the order to 302-633-8901.
   To place an instrument and/or software order, please fax the order to 302-633-8953.
To place an order for Genomics, please fax the order to 512-321-3128, or email to orders@agilent.com
4) Or you can mail your order to:
   Agilent Technologies  
   North American Customer Contact Center  
   2850 Centerville Road BU3-2  
   Wilmington, DE 19806-1610
To place an order, the following information is required:
- Purchase order number or credit card, delivery date, ship to, invoice to, end user, and quote number.
- GSA customers please provide GSA contract #.

EXCLUSIVE OFFERS FOR NEW INSTRUMENT CUSTOMERS, go to [www.agilent.com/chem/exclusiveoffers](http://www.agilent.com/chem/exclusiveoffers)

TO CHECK THE STATUS OF AN ORDER:
1) Visit [http://www.agilent.com/chem/supplies](http://www.agilent.com/chem/supplies) to check the status of your order.
2) Call 1-800-227-9770 (option 1) any weekday between 8 am and 8 pm Eastern time, in the U.S., Canada & Puerto Rico. You will need to know the purchase order or credit card number the order was placed on.

FINANCING AND LEASING - A wide range of options are available. For more information or to discuss how monthly payments could suit your operational or budgetary requirements, contact your Agilent Account Manager.

**TERMS AND CONDITIONS:**

- Pricing: Web prices are provided only for the U.S. in U.S. dollars. All phone prices are in local currency and for end use. Applicable local taxes are applied.
- All Sales Tax is subject to change at the time of order.
- Shipping and Handling Charges: Orders with a value less than $4000 or those requiring special services such as overnight delivery may be subject to additional shipping & handling fees. Some of these charges may be avoided by ordering via the Web.
- Payment Terms: Net 30 days from invoice date, subject to credit approval.
- *Quotation Validity: This quotation is valid for 60 days unless otherwise indicated.
- *Warranty period for instrumentation is 1 year. The Warranty period for columns and consumables is 90 days.
Visit [www.agilent.com/chem](http://www.agilent.com/chem)

- For Training course information and registration including e-Seminars, select Education.
- For Literature, Application notes, and other information, select Library.
- For Online Technical Support including the Technical Support Assistant and Frequently Asked Questions, select Technical Support.

It is Agilent Technologies intent to ship product at the earliest available date unless specified otherwise.
## Quotation

<table>
<thead>
<tr>
<th>Quote No.</th>
<th>Create Date</th>
<th>Delivery Time</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>2476628</td>
<td>01/16/2018</td>
<td>&lt;1 Week</td>
<td>3 of 3</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact</th>
<th>Phone no.</th>
<th>Valid to</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nick McNama</td>
<td>866-624-0133</td>
<td>04/30/2018</td>
</tr>
</tbody>
</table>

To place an order: Call 1-800-227-9770 Option 1
For Instruments Fax: 302-633-8953
Email: LSCInstrumentssales@Agilent.com
For Consumables Fax: 302-633-8901
Email: CAG_sales-NA@Agilent.com
For Genomics Fax: 512-321-3128
Email: orders@Agilent.com
For additional instructions, see last page

---

<table>
<thead>
<tr>
<th>Product/Description</th>
<th>Qty/Unit</th>
<th>Unit List Price</th>
<th>Extended Net Price</th>
</tr>
</thead>
</table>

The sale of standard Products and Services referenced in this quotation is subject to the then current version of Agilent’s Terms of Sale, and any LSCA Supplemental Terms or other applicable terms referenced herein. If any Products or Services are manufactured, configured or adapted to meet Customer’s requirements, the sale of all Products and Services referenced in this quotation is subject to the then current version of Agilent’s Terms of Sale for Custom Products and any LSCA Supplemental Terms or other applicable terms referenced herein. A copy of Agilent’s Terms of Sale, Agilent’s Terms of Sale for Custom Products and the LSCA Supplemental Terms is either attached or has been previously provided to you. Please contact us if you have not received a copy or require an additional copy. If you have a separate agreement in effect with Agilent covering the sale of Products and Services referenced in this quotation, the terms of that agreement will apply to those Products and Services. Agilent expressly objects to any different or additional terms in your purchase orders or documentation, unless agreed to in writing by Agilent. Product and Service availability dates are estimated at the time of the quotation. Actual delivery dates or delivery windows will be specified at the time Agilent acknowledges and accepts your purchase order. The above conditions shall apply to the fullest extent permitted by the law. You may have other statutory or legal rights available. Commercial law, technology or software exported from the United States of America (U.S.) or from other exporting countries will be subject to the U.S. Export Administration Regulations and all exporting countries’ export laws and regulations. Diversion contrary to U.S. law and the applicable export laws and regulations is prohibited.
Plan: Purchase

This section contains items being purchased (one-time charges)

<table>
<thead>
<tr>
<th>Line</th>
<th>Supplier</th>
<th>Item</th>
<th>Description</th>
<th>Unit List Price</th>
<th>Unit Sale Price</th>
<th>QTY</th>
<th>Total Sale Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Agilent Technologies</td>
<td>G4514A</td>
<td>7893 Tray, 150 vial includes three removable 50-vial racks and GC mounting bracket.</td>
<td>$</td>
<td>$</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Agilent Technologies</td>
<td>G4514A 44K</td>
<td>Installation (44K)</td>
<td>$</td>
<td>$</td>
<td>1</td>
<td></td>
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<tr>
<td>3</td>
<td>Agilent Technologies</td>
<td>G4514A 44L</td>
<td>Familiarization at Installation (44L)</td>
<td>$</td>
<td>$</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Quantum Analytics</td>
<td>Shipping and Handling</td>
<td>Shipping - 2nd Day - by 6 PM, Insured</td>
<td>$</td>
<td>$</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal: 

Terms and Conditions:

- All standard Quantum Analytics terms and conditions apply
- Prices quoted are valid for 30 days
- Subject to credit approval; security deposit may be required
- This is not an invoice; invoiced amounts will be subject to all applicable taxes
- Payment is due within Net 30 days; past due accounts will be assessed a 1.5% per month late charge
- Warranty: Manufacturer's Warranty Applies
- FOB: Origin
- Installation Included

Note: Site preparation is the responsibility of the customer. Please notify your sales representative if you need site prep information for the equipment specified on this quote.

Quote Date: January 17, 2018
# 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>Sheriff’s Office, Crime Lab</td>
<td>Agilent</td>
<td></td>
</tr>
</tbody>
</table>

## DESCRIBE ITEM BEING JUSTIFIED AND ITS FUNCTION:

Purchase, installation and familiarization upon installation of a new Agilent 7693 Automatic Liquid Sampling Tray (Part No. G4514A) to be installed on currently owned Agilent 7890/5975 Gas Chromatography/Mass Spectrometer (GC/MS) used to identify controlled substances in seized drug evidence. The current instrument has a 16 sample capacity. Addition of the Agilent 7693 tray would increase sample capacity to 150; therefore, increasing lab throughput and efficiency.

## 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
- [x] sole provider of factory-authorized warranty service
- [x] sole authorized distributor – manufacturer has established territories (e.g. Caterpillar parts) (Please attach letter from the manufacturer)
- [x] 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)

Only Agilent manufactures a tray that is compatible with existing GC/MS instrument and software. See attached email correspondence regarding sole authorized distributor.

## REQUESTED SOURCE

<table>
<thead>
<tr>
<th>Agilent Technologies</th>
<th>Nick McNamara</th>
</tr>
</thead>
<tbody>
<tr>
<td>630-350-4182</td>
<td>agilent.com</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)

Agilent is the sole manufacturer of this tray and no other tray is compatible with existing instrumentation. Agilent is the sole provider of a service technician who will install the tray and comply with Office policy to undergo a background check & fingerprinting prior to entering the laboratory.

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

Yes, another vendor, Quantum Analytics, can not guarantee a local service technician to install part and comply with above stated Office policy.

## 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)

Consulted with Agilent sales representative, Nick McNamara (contact information above).
# PURCHASE ORDER

**Name:** Baker, J.  
**Department:** Chemistry  
**Address:** DuPage County Forensic Science Center  
**Address:** 501 N. County Farm Road  
**City:** Wheaton  
**State:** IL  
**Zip Code:** 60187  
**Contact:** Phone: 866-824-0133  
**Order:** C17.5000.4520.717503

## VENDOR

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>ACCT. #</th>
<th>PHONE/EMAIL</th>
<th>PURCHASE ORDER #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agilent Technologies</td>
<td></td>
<td>866-824-0133</td>
<td>C17.5000.4520.717503</td>
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</tbody>
</table>

## REQUISITIONED BY

<table>
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<tr>
<th>REQUISITIONED BY</th>
<th>DATE SUBMITTED</th>
<th>FUND</th>
<th>DATE APPROVED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baker, J</td>
<td>2/21/2018</td>
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## PURCHASING TERMS

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<th>AVN</th>
<th>SECTION</th>
<th>RFP #</th>
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<tbody>
<tr>
<td>N</td>
<td></td>
<td>016</td>
<td>C</td>
<td>17</td>
</tr>
</tbody>
</table>

## QTY | LAB CODE | UNIT COST | STOCK NO. | DESCRIPTION | EXTENDED COST |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>52110</td>
<td>$9,707.00</td>
<td>G4514A</td>
<td>7693 Tray; GC Inlet Cover; Install, Familiarization</td>
<td>$9,707.00</td>
</tr>
<tr>
<td>2</td>
<td>52236.1</td>
<td>$376.00</td>
<td>H5949A</td>
<td>Supplemental Installation hours</td>
<td>$752.00</td>
</tr>
</tbody>
</table>

**SHIPPING/INSTALLATION**  
**TOTAL:** $10,463.00

**COMMENTS:** Purchase of new Agilent 7693 tray with 150 vial capacity to install on existing GCMS (currently has 16 vial capacity). Addition of Auto Sampling Tray will increase throughput and efficiency of analysis of seized drug evidence. All funds from Coverdell Grant (2017). Order to be placed by Chemistry Supervisor Jillian Baker.

**URGENCY:** □ URGENT  □ MEDIUM  □ LOW  THIS ORDER MUST BE PLACED IN THE NEXT ___ DAYS.

**PROCUREMENT INSTRUCTIONS**

- Needs purchase requisition? Yes  
- Needs quotation form? No  
- Needs procurement approval checklist? Yes  
- Needs decision memo? Yes  
- Needs committee approval? Yes  
- Needs Board resolution & approval? No

**APPROVALS** (Mark N/A for approvals not needed)

- **SUPERVISOR:** [Signature]  
- **LAB DIRECTOR:** [Signature]  
- **BUREAU CHIEF/SHERIFF:** [Signature]

**RECORD OF PURCHASE**

- **ORDERED BY:**  
- **DATE:**  
- **CONFIRMATION #:**
## Required Vendor Ethics Disclosure Statement

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

<table>
<thead>
<tr>
<th>Company Name: Agilent Technologies, Inc.</th>
<th>Company Contact: Anne Dougherty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 800-227-9770</td>
<td>Contact Email: <a href="mailto:lsagcontracts@agilent.com">lsagcontracts@agilent.com</a></td>
</tr>
</tbody>
</table>

**Date:** Mar 5, 2018  
**Bid/Contract/PO #:** 2476628

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.

<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.

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

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

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

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

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

**Authorized Signature**  
[Signature on File]

**Printed Name:** Anne Dougherty  
**Title:** Contracts Specialist

**Date:** Mar 5, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
WHEREAS, Resolution JPS-P-0062-17, was approved and adopted by the County Board on February 14, 2017; and

WHEREAS, Resolution JPS-P-0062A-17 increased the contract $80,000 was approved and adopted by the County Board on October 10, 2017 resulting in an amended contract total amount of 180,000; and

WHEREAS, Resolution JPS-P-0062B-17 increased the contract $2,824 was approved and adopted by the County Board on January 23, 2018, resulting in an amended contract total amount of $182,824; and

WHEREAS, the Judicial/Public Safety Committee, recommends changes as stated in the Change Order Notice to increase purchase order 2359-0001 SERV in the amount of $5,000 for the Sheriff’s Office.

NOW, THEREFORE BE IT RESOLVED that the County Board adopts the Change Order Notice to purchase order 2359-0001 SERV issued to Public Safety Direct, to furnish and install new equipment and for the repair and maintenance of existing equipment in sheriff vehicles, to increase the purchase order $5,000 for the Sheriff’s Office resulting in an amended contract total amount not to exceed $187,824.

Enacted and approved this 27th day of March, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _____________________________
PAUL HINDS, COUNTY CLERK
Request for Change Order
Procurement Services Division

Purchase Order #: 2359-0001 SERV
Original Purchase Order Date: 
Vendor Name: Public Safety Direct, Inc
Vendor #: 14308
Department: Sheriff's Office
Dept Contact: Colleen Zbikski

Background and/or Reason for Change Order Request:
Furnish, install new equipment, repair and maintain existing equipment in sheriff's vehicles
Add $5,000.00 to line 1-1000-4400-53370 ($35,000.00 to $40,000.00)

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

| A | Starting contract value | $100,000.00 |
| B | Net $ change for previous Change Orders | $82,824.00 |
| C | Current contract amount (A + B) | $182,824.00 |
| D | Amount of this Change Order | $5,000.00 |
| E | New contract amount (C + D) | $187,824.00 |
| F | Percent of current contract value this Change Order represents (D / C) | 2.73% |
| G | Cumulative percent of all Change Orders (B+D/A), (60% maximum on construction contracts) | 8.2% |

DECISION MEMO NOT REQUIRED

☐ Cancel entire order
☐ Close Contract
☐ Contract Extension (29 days)
☐ Contract Only
☐ Change budget code from: ____________________________ to: ____________________________
☐ Price shows: ____________________________ should be: ____________________________
☐ Increase/Decrease quantity from: ____________________________ to: ____________________________
☐ Decrease remaining encumbrance and close contract
☐ Increase encumbrance and close contract
☐ Decrease encumbrance
☐ Increase encumbrance

DECISION MEMO REQUIRED

☐ Increase (greater than 29 days) contract expiration from: ____________________________ to: ____________________________
☐ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
☐ Funding Source ____________________________

OTHER - explain below:

Prepared By (Initials) 2122 Phone Ext Feb 21, 2018 [Signature] 2122 Feb 21, 2018
Recommended for Approval (Initials) Phone Ext Date 2122 2/21/18

REVIEWED BY (Initials Only)

[Signature] 2/21/18 Procurement Officer 2-22-18
Date

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

Chairman's Office (Decision Memos Over $25,000) Date

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

Rev 1.5 3/8/17 Packet Pg. 79
**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: Sheriff's Office</th>
<th>Department Contact: Colleen Zbilski</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:colleen.zbilski@dupagesheriff.org">colleen.zbilski@dupagesheriff.org</a></td>
<td>Contact Phone: 630-407-2122</td>
</tr>
<tr>
<td>Vendor Name: Public Safety Direct</td>
<td>Vendor #: 14308</td>
</tr>
</tbody>
</table>

**Date:** Feb 21, 2018  
**MinuteTraq (IQM2) ID #:** 12083  
**Department Requisition #:**

---

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

To increase the contract Line 1-1000-4400-53370 $5,000.00 to cover invoices for unforeseen repairs on sheriff's vehicles.

---

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

There are 2 service lines on the PO for monthly maintenance, repairs and installs to new & existing Sheriff vehicles.

- **Line #1:** 1000-4400-53370 is for maintenance and repairs on EXISTING Sheriff's vehicles.
- **Line #2:** 1000-1160-54110-0 is for new installations on the NEW vehicles that were purchased in FY17.

Change order #3 for Line 2 was for 1 invoice that needed to be paid for a new install.

At the time change order #3 was entered for line 2, we thought we had enough money in line #1 to cover invoices for repairs through the end of the contract, which ends 2/28/18.

Unfortunately, there were some unforeseen repairs on existing Sheriff vehicles which resulted in additional invoices.

New contract goes into effect 3/1/18.

---

**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.

Bid-15-003-MC

---

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

Approve the change order

---

**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.

Increase line 1-1000-4400-53370 by $5,000.00

---

**FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER**
Required Vendor Ethics Disclosure Statement

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

Company Name: Public Safety Direct, Inc

Company Contact: MAEC KOZ GOAV

Contact Phone: 708 589-1491

Contact Email: mkoz@publicsafetydirect.com

Date: 

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>
<tbody>
<tr>
<td></td>
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</tr>
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<td></td>
<td></td>
</tr>
</tbody>
</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 contractor bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
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- 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/Courts/Board/Policies/

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

Authorized Signature

Signature on File

Printed Name: MARK KOBELICH

Title: PRESIDENT

Date: 1/22/17

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

**Attach copies of all prior Change Orders**

<table>
<thead>
<tr>
<th>Purchase Order #: 502</th>
<th>Original Purchase Order Date:</th>
<th>Change Order #:</th>
<th>Department: OHSEM</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Dec 1, 2014</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Vendor Name:** Advent Systems Inc.  
**Vendor #:** 10691  
**Dept Contact:** Tom Williams  

**Background and/or Reason for Change Order Request:**  
Change order to close out contract.  

---

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

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

---

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$43,175.00</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$43,175.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td></td>
</tr>
<tr>
<td>[ ] Increase</td>
<td></td>
</tr>
<tr>
<td>[x] Decrease</td>
<td>$(10,476.00)</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$32,699.00</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-24.26%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>-24.26%</td>
</tr>
</tbody>
</table>

---

### DECISION MEMO NOT REQUIRED

- [ ] Cancel entire order  
- [ ] Close Contract  
- [ ] Contract Extension (29 days)  
- [ ] Consent Only  
- [ ] Change budget code from:  
- [ ] to:  
- [ ] Increase/Decrease quantity from:  
- [ ] to:  
- [ ] Price shows:  
- [ ] should be:  
- [ ] Decrease remaining encumbrance and close contract  
- [ ] Increase encumbrance and close contract  
- [ ] Decrease encumbrance  
- [ ] Increase encumbrance  

---

### DECISION MEMO REQUIRED

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

---

**Reviewed By (Initials Only):**

<table>
<thead>
<tr>
<th>Prepared By (Initials)</th>
<th>Phone Ext</th>
<th>Date</th>
<th>Recommended for Approval (Initials)</th>
<th>Phone Ext</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5252</td>
<td>Feb 28, 2018</td>
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<td>5225</td>
<td>Feb 28, 2018</td>
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</table>

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**Buyer:**

<table>
<thead>
<tr>
<th>Date</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/1/18</td>
<td></td>
</tr>
</tbody>
</table>

**Position:**

<table>
<thead>
<tr>
<th>Date</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Produrement Officer</td>
<td>3-1-18</td>
</tr>
</tbody>
</table>

---

**Chief Financial Officer:**

<table>
<thead>
<tr>
<th>Date</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-1-18</td>
<td></td>
</tr>
</tbody>
</table>

**Position:** Chairman's Office  
(Decision Memos Over $25,000)
DuPage County

Grant Proposal Notification

GRANT NAME: Donated Funds Initiative

GRANTING ENTITY: Illinois Department of Human Services

COUNTY DEPARTMENT: DuPage County State's Attorney on behalf of the DuPage County Children's Center

PARENT COMMITTEE: Judicial/Public Safety

DEPARTMENT CONTACT: Robin Bolton

AMOUNT REQUESTED: $67,740

TYPE OF GRANT (please check): □ Competitive □ Continuation □ Formula
DuPage County
Grant Proposal Notification Form

Narrative (Purpose of grant; justification of need):
A sworn law enforcement officer is assigned to investigate criminal allegations of child sexual and severe physical abuse. Duties include the forensic interviewing of child victims; interviewing suspects and witnesses; collecting evidence; writing reports; testifying in court; liaison with State's Attorney's Office to insure the arrest and successful prosecution of criminal offenders. The funds from this grant will be used to pay the salaries of 1.20 FTE investigators at the DuPage County Children's Center.

Grant proposal submission due date (MM/DD/YYYY) 3/15/2018

Project or project phase period covered by grant:

<table>
<thead>
<tr>
<th>Start Date: 7/1/2018</th>
<th>Completion Date: 6/30/2019</th>
</tr>
</thead>
</table>

If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

Yes ☐ No ☑

If awarded, will this grant require the hiring of additional staff or personnel?
If yes, please list:

How many new positions will be created:

If the grant covers salary or salary & benefits, how many years will the position(s) be retained beyond the grant closing:

What fund will be used to compensate personnel after the project period ends:

Are matching funds required?
If yes, please answer the following questions:
Percentage of funding required by granting agency 25%

County's match amount: (auto fill) $22,580.00
*Department may seek additional funding in the future to provide match amount

County fund that will provide the matching requirement: 1000-6510

Grant amount request (auto fill) $67,740.00

All other funding already allocated for project or project phase

Total project or project phase cost (auto fill) $90,320.00

☐ Please check this box if you are interested in having a grant writer prepare this grant proposal
Grant Proposal Notification Report 009-18

Submitted on: 3/12/2018          Submitted by: Robin Bolton, State’s Attorney Office

Purpose of Grant: The Donated Funds Initiative Grant is a federally funded grant from
the U.S. Department of Health and Human Services, passed through the Illinois
Department of Human Services. The grant will be used to pay the salaries of 1.20 FTE
sworn law enforcement investigators at the DuPage County Children’s Advocacy Center.
Responsibilities for these positions include the forensic interviewing of child victims,
interviewing suspects and witnesses, collecting evidence, submitting reports, testifying in
court, working with the State’s Attorney’s Office to ensure the successful arrest and
prosecution of criminal offenders.

Proposal Due Date: 3/15/2018          Project Period: 07/01/2018 - 06/30/2019

Matching Requirement: ☑ Yes  ☐ No  Explain: 25% FY18 1000-6510-53700
Headcount Requirement:  ☐ Yes  ☑ No  Explain: __________________________

Funding Origination Source:  ☑ Federal  ☐ State  ☐ Private  ☐ Corporate

The following potential issues are noted:

1. There are no known issues with this grant.

Other information (i.e. collaboration, allocation of funding, etc.): The recurring formula
grant award of $67,740 will be the 31st year of funding. The State’s Attorney Office will
provide a 25% match, or $22,580, from FY18 General Fund 1000-6510, for a total
program cost of $90,320.

For more information on the purpose of the grant and the justification of need, please see the Grant
Proposal Notification Form submitted by Robin Bolton, State’s Attorney Office.
DuPage County

Grant Proposal Notification

GRANT NAME: Title IV-D Child Support Program

GRANTING ENTITY: Illinois Dept of Healthcare and Family Services

COUNTY DEPARTMENT: State's Attorneys Office

PARENT COMMITTEE: Judicial Public Safety

DEPARTMENT CONTACT: Robin Bolton

AMOUNT REQUESTED: $610,000

TYPE OF GRANT (please check): ☐ Competitive ☑ Continuation ☐ Formula
DuPage County
Grant Proposal Notification Form

Narrative (Purpose of grant; justification of need):
Since the late 1980’s, the State’s Attorney’s Office has provided child support enforcement services through a contract with the State agency - formerly IDPA and currently through the Department of Healthcare and Family Services. The Child Support Enforcement Program helps identify and locate absent parents and obtain from them financial support for their children. In cooperation with the Illinois Department of Healthcare and Family services, the DuPage County State’s Attorney’s Child Support Enforcement Unit provides services for both aid and non-aid recipients. The services provided includes locating and identifying absent parents, establishing paternity, establishing or modifying an Order of Support and enforcing an existing support order.

Grant proposal submission due date (MM/DD/YYYY) N/A

Start Date: 7/1/2018  Completion Date: 6/30/2019

Project or project phase period covered by grant:
If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

Year:  Duration (years)

If awarded, will this grant require the hiring of additional staff or personnel?
Yes ☐  No ☑

If yes, please list:

How many new positions will be created:

If the grant covers salary or salary & benefits, how many years will the position(s) be retained beyond the grant closing:

0

What fund will be used to compensate personnel after the project period ends:

Yes ☐  No ☑

Are matching funds required?
If yes, please answer the following questions:
Percentage of funding required by granting agency

County’s match amount: (auto fill) $ -

*Department may seek additional funding in the future to provide match amount

County fund that will provide the matching requirement:

Grant amount request (auto fill) $ 610,000.00

All other funding already allocated for project or project phase

Total project or project phase cost (auto fill) $ 610,000.00

☐ Please check this box if you are interested in having a grant writer prepare this grant proposal
Purpose of Grant: The Title IV-D Child Support Program grant from the Illinois Department of Healthcare and Family Services funds the Child Support Enforcement Program. This program helps identify and locate absent parents and obtain financial support from them for their children. The program services both individuals who receive aid and those who do not.

Proposal Due Date: N/A Project Period: 07/01/18 - 06/30/19

Matching Requirement: ☒ Yes ☐ No Explain: __________________________

Headcount Requirement: ☐ Yes ☒ No Explain: __________________________

Funding Origination Source: ☒ Federal ☒ State ☐ Private ☐ Corporate

The following potential issues are noted:

1. There are no known issues with this grant.

Other information (i.e. collaboration, allocation of funding, etc.): This recurring formula grant request is for $610,000. While no additional headcount is required, the Title IV-D grant is used to fund nine (9) full-time and one (1) part-time positions that are already established within the Child Support Enforcement Unit. These positions will continue as long as the grant is awarded or future funding sources are utilized. 66% of this grant originates from the U.S. Department of Health and Human Services and 34% originates from the Illinois Department of Healthcare and Family Services. The grant is administered through the DuPage County State’s Attorney Office.

For more information on the purpose of the grant and the justification of need, please see the Grant Proposal Notification Form submitted by Robin Bolton, State’s Attorney Office.
February 16, 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 January 31, 2018.

Sincerely,

JEFFREY R. YORK
Public Defender of DuPage County

JRY/mb
encl.
<table>
<thead>
<tr>
<th>2018 FELONY CASES - CF MR</th>
<th>JAN.</th>
<th>FEB.</th>
<th>MAR.</th>
<th>APRIL</th>
<th>MAY</th>
<th>JUNE</th>
<th>JULY</th>
<th>AUG.</th>
<th>SEPT.</th>
<th>OCT.</th>
<th>NOV.</th>
<th>DEC.</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018 AVERAGE MONTHLY FELONY CASES</td>
<td>258</td>
<td>258</td>
<td>358</td>
<td>258</td>
<td>258</td>
<td>258</td>
<td>258</td>
<td>258</td>
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<td>258</td>
<td>258</td>
<td>258</td>
<td>258</td>
</tr>
</tbody>
</table>


| 2018 TRAFFIC CASES - TR DT | 156  | 156  | 156  | 156   | 156 | 156  | 156  | 156  | 156   | 156  | 156  | 156  | 156   |
| 2018 AVERAGE MONTHLY TRAFFIC CASES | 156  | 156  | 156  | 156   | 156 | 156  | 156  | 156  | 156   | 156  | 156  | 156  | 156   |

| 2018 PETITIONS TO REVOKE PROBATION | 137  | 137  | 137  | 137   | 137 | 137  | 137  | 137  | 137   | 137  | 137  | 137  | 137   |
| 2018 AVERAGE MONTHLY PETITIONS | 137  | 137  | 137  | 137   | 137 | 137  | 137  | 137  | 137   | 137  | 137  | 137  | 137   |

| 2018 JUVENILE CASES | 45   | 45   | 45   | 45    | 45  | 45   | 45   | 45   | 45    | 45  | 45   | 45   | 45    |
| 2018 AVERAGE MONTHLY JUVENILE CASES | 45   | 45   | 45   | 45    | 45  | 45   | 45   | 45   | 45    | 45  | 45   | 45   | 45    |


| 2018 AVERAGE TOTAL MONTHLY CLIENT\CASES | 997  | 997  | 997  | 997   | 997 | 997  | 997  | 997  | 997   | 997  | 997  | 997  | 997   |
| PREVIOUS YEARS - AVERAGE MONTHLY CLIENT\CASES | 2013-858 | 2014-793 | 2015-757 | 2016-687 | 2017-657 |
