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 October 16th, 2018

6. BUDGET TRANSFERS

   A. Budget Transfers -- Transfer of funds from 1000-5910-52210 (food & beverages) to 1000-1160-52100-1111 (IT equip-sm value) for the Jury Commission in the amount of $72.00 to cover invoice.

   B. Budget Transfers -- Transfer of funds from account no 53070 (medical services) to account nos 50010 (overtime) and 51050 (flexible benefit earnings) for the Coroner Fee Fund in the amount of $2,000.00 to cover expenses.

   C. Budget Transfers -- Transfer of funds from account nos 53510 (travel expense) and 54110 (equipment and machinery) to accounts 53500 (mileage expense) and 53610 (instruction & schooling) for the Coverdell Grant in the amount of $698.00 to cover invoices.

   D. Budget Transfers -- Transfer of funds from account no 50050 (temporary salaries/on call) to account no 53040 (interpreter services) for the DUI Evaluation Program in the amount of $10,000.00 to cover expenses.

7. ACTION ITEMS

   A. JPS-R-0924-18 RESOLUTION -- Authorizing the Execution of an Agreement with Tarrant County, Texas and the Texas Conference of Urban Counties and the DuPage State's Attorney Office with regards to professional case management and digital media services.
B. FI-R-0922-18 RESOLUTION -- Additional Appropriation for the Sheriff’s Basic Correctional Officer (BCO) Training Fund FY18 Company 1300, Accounting Unit 4460 $90,000

C. FI-R-0923-18 RESOLUTION -- Acceptance and Appropriation of the FFY18 State Court Improvement Program Grant, Grant Agreement No. CIP Basic-G-1801, Company 5000 - Accounting Unit 6140, in the amount of $10,000

D. FI-R-0925-18 RESOLUTION -- Appropriation of Additional Funding for the Comprehensive Law Enforcement Response To Drug Grant FY19 Inter-Governmental Agreement No. 416721 Company 5000 - Accounting Unit 6615 $63,761

E. JPS-P-0295-18 Recommendation for the approval of a contract purchase order to Integrated Solutions Consulting, Inc., to provide CEMP Maintenance, Licensing, and Technical Upgrades, covering the period of December 1, 2018 through November 30, 2019 for the Office of Homeland Security Emergency Management for a contract total amount not to exceed $33,000.00. Per 55 ILCS 5/5-1022 Competitive Bids (d) IT/Telecom purchases under $35,000.00.

F. JPS-P-0297-18 Recommendation for the issuance of a contract purchase order to HOV Services, Inc., for annual renewal for maintenance to support the Kodak i1860 scanners for the Circuit Court Clerk for the period of December 1, 2018 through November 30, 2019, for a contract total not to exceed $35,085.00. 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).

G. JPS-P-0296-18 Recommendation for the approval of a contract purchase order to NEC Corporation of America for the purchase of IBW Latent Workstation and Onsite IBW latent on site training for 2 people, for the Sheriff’s Office Crime Laboratory, not to exceed $44,790.00. Per DuPage County Purchasing Ordinance, Article 4-102(5) - Sole source IBW Latent Workstation) To be funded by Sheriff’s Office Federal Treasury Account

H. JPS-P-0298-18 Recommendation for the approval of a contract purchase order to Galls, LLC., for the purchase of new ballistic and stab vest for our deputies. This contract covers the period of December 1, 2018 through November 30, 2019, for the Sheriff’s Office, for a contract total not to exceed $67,969.20. Contract pursuant to the Intergovernmental Cooperation Act GSA # GS-07F-0157M.

I. JPS-P-0299-18 Recommendation for the approval of contract purchase order to Cellco Partnership d/b/a Verizon Wireless, for cellular and wireless services, for the period December 1, 2018 through November 30, 2019 for Office of the Circuit Court Clerk, for a contract total not to exceed $30,000. Contract let pursuant to the Governmental Joint Purchasing Act. State of Illinois (Cooperative Purchasing Agreement CMS793372P).
J. JPS-P-0300-18 Recommendation for the approval of a contract purchase order to Northeast DuPage Youth and Family Services, to provide services to youths who are at risk of domestic violence and trauma, for Probation & Court Services. This contract covers the period of December 1, 2018 through November 30, 2019, 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).

K. JPS-P-0301-18 Recommendation for the approval of a contract purchase order to DuPage County Health Department, to provide mental health services for the mentally ill probationers, for Probation & Court Services. covering the period of December 1, 2018 through November 30, 2019, for a contract total amount not to exceed $208,000.00, per Intergovernmental Agreement.

L. JPS-P-0302-18 Recommendation for the issuance of a contract purchase order to Johnson Controls, Inc., for the upgrade of the Access Control System, to update the C-Cure 800 to the C-Cure 9000 for the Office of Homeland Security and Emergency Management, for a contract total amount not exceed $88,945.61. Contract let pursuant to the Government Services Administration. The County of DuPage will contract with Johnson Controls.

M. JPS-P-0303-18 Recommendation for the approval of a contract purchase order to Cello Partnership d/b/a Verizon Wireless, for cellular and wireless services, for the period December 1, 2018 through November 30, 2019, for Probation & Court Services, for a contract total not to exceed $33,920.00; per State of Illinois Master Contract #CMS5793372P.

N. Change Order -- JPS-P-0028A-18 Amendment to Resolution JPS-P-0028-18 (Purchase order 3068-0001- SERV), issued to Public Safety Direct to furnish and install new equipment in Sheriff Vehicles, for a change order to increase the encumbrance in the amount of $60,000 for the Sheriff's Office, resulting in a new contract total amount not to exceed $190,000, an increase of 46.15%. (3068-0001)

O. Change Order -- Change Order - JPS-0350B-17 Amendment to Resolution JPS-P-0380A-17 Service Agreement # 2765-0001 SERV issued to Sentinel Offender Services, LLC to provide GPS device or electronic monitoring services to juveniles, indigent adult offenders and their victims, for DuPage County Probation & Court Services, to increase the contract amount by $12,532.41, resulting in an amended contract total amount not to exceed $71,168.01, an increase of 21.37%.

P. 2018-262 Recommendation for the approval of a contract purchase order to Griffon Systems, Inc., for the purchase of a Avigilon HDNVR 12TB 1U Server and Installation/Integration to upgrade our current Detective interview system, for a contract total not to exceed $6,650.00. Per DuPage County Ordinance, Article 4-102(5) Sole Source. (Detective interview recording system)
Q. 2018-263 Recommendation for the approval of a contract purchase order to Bradford Systems to renovate and convert the Circuit Clerks electronic shelving units to mechanical units, for a contract total no to exceed $23,920.00, per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids.

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 8:17 AM.

2. ROLL CALL

PRESENT: Hart, DiCianni, Eckhoff, Grasso (Remote), Healy, Khouri (8:18 AM), Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: Grant

Member Grasso was present via the conference phone. Mr. Gavanes was also present.

3. PUBLIC COMMENT

None

4. CHAIRMAN'S REMARKS

Chairman Eckhoff notified the committee that the Regional Board of Education (ROE) received the Student, Teachers, Officers Prevention Grant for $400,00.00. ROE would have to match 33-45 thousand dollars over the course of 3 years.

5. APPROVAL OF MINUTES:

A. Judicial/Public Safety Committee - Regular Meeting - Oct 2, 2018 8:15 AM

   Member Khouri arrived at 8:18 AM.

   RESULT: ACCEPTED [10 TO 0]
   MOVER: James Zay, District 6
   SECONDER: Donald Puchalski, District 1
   AYES: Hart, DiCianni, Eckhoff, Healy, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay
   ABSENT: Grant
   AWAY: Grasso

6. BUDGET TRANSFERS
Budget Transfer Items 6.A, 6.B, and 6.C were combined and approved.

| RESULT:     | APPROVED [10 TO 0] |
| MOVER:     | Peter DiCianni, District 2 |
| SECONDER:  | Sean T Noonan, District 2 |
| AYES:      | Hart, DiCianni, Eckhoff, Healy, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay |
| ABSENT:    | Grant |
| AWAY:      | Grasso |

A. Budget Transfers -- Transfer of funds from account nos 4410-52000 (furn/mach/sm equip), 4415-52000 (furn/mach/sm equip), 4415-52200 (operating supplies & materials), 4400-53600 (dues & memberships), 4410-53600 (dues & memberships), and 4415-53600 (dues & memberships) to account nos 4400-53250 (wired communication services), 4400-53260 (wireless communication svc), and 4400-53370 (repair & mtce other equipment) for the Sheriff’s Office in the amount of $56,000.00 to cover negative balances.

B. Budget Transfers -- Transfer of funds from account nos 52000 (furn/mach/sm value equip) and 52100 (IT equip-sm value) to account nos 50010 (overtime), 51010 (employer share IMRF), and 51030 (employer share social security) for the Sheriff’s Office BCO Academy in the amount of $5,200.00 to cover negative balances.

C. Budget Transfers -- Transfer of funds from account nos 53600 (dues & memberships) and 53807 (software maint agreements) to account nos 53610 (instruction & schooling), 53804 (postage & postal charges), 52100 (IT equip small), and 53510 (travel expense) for the Circuit Court in the amount of $1,746.00 to cover invoices.

7. ACTION ITEMS

A. JPS-P-0266-18 Recommendation for the approval of a contract purchase order to Logicalis, Inc., to provide software along with professional and technical assistance for the Office 365 Exchange system for the Circuit Court Clerk. This contract covers the period of November 1, 2018 through January 31, 2024 for the Circuit Court Clerk, for a contract total amount of $418,397.20. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b).

Member Zay questioned the necessity of extending this contract for 5 years. Member Larson further clarified that the Board would appreciate keeping contracts around 3 years tops, and that a justification/statement of information would go a long way in reassuring the committee of needed long term purchases. Mr. Rafac did acknowledge that contracts are reviewed on a case by case basis. Indeed, in certain instances, contracts of a longer duration may benefit the County per the lower costs quoted for a larger commitment.
**RESULT:** APPROVED [10 TO 0]  
**MOVER:** James Healy, District 5  
**SECONDER:** Sean T Noonan, District 2  
**AYES:** Hart, DiCianni, Eckhoff, Healy, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay  
**ABSENT:** Grant  
**AWAY:** Grasso

---

B. JPS-P-0267-18 Recommendation for the approval of a contract purchase order to Advent Systems, Inc., for security equipment maintenance and repair for proximity access control systems maintenance for the period December 1, 2018 through November 30, 2019, for the Office of Homeland Security and Emergency Management, for a contract total amount not to exceed $44,260.00, per renewal option under bid award 17-183-BF. (first optional 12 month renewal)

**RESULT:** APPROVED [10 TO 0]  
**MOVER:** Greg Hart, District 3  
**SECONDER:** James Healy, District 5  
**AYES:** Hart, DiCianni, Eckhoff, Healy, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay  
**ABSENT:** Grant  
**AWAY:** Grasso

---

C. JPS-P-0268-18 Recommendation for the approval of a contract purchase order to HOV Services, Inc., to provide ongoing professional consultation and technical assistance with application systems. This contract covers the period of December 1, 2018 through November 30, 2019 for the Circuit Court Clerk, for a contract total amount not to exceed $1,051,169.00. 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 [10 TO 0]  
**MOVER:** Sam Tornatore, District 1  
**SECONDER:** Sean T Noonan, District 2  
**AYES:** Hart, DiCianni, Eckhoff, Healy, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay  
**ABSENT:** Grant  
**AWAY:** Grasso
D. JPS-P-0273-18 Recommendation for the approval of a contract purchase order to AdGators.com LLC., to provide court call monitors and digital signage, for the Office of the Circuit Court Clerk, for a contract total amount not to exceed $193,237.06. Per most qualified Proposal 18-167-JM.

RESULT: APPROVED [10 TO 0]
MOVER: Peter DiCianni, District 2
SECONDER: Donald Puchalski, District 1
AYES: Hart, DiCianni, Eckhoff, Healy, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: Grant
AWAY: Grasso

8. INFORMATIONAL ITEMS
Informational Items 8.A and 8.B were combined, approved, and placed on file.

RESULT: APPROVED [10 TO 0]
MOVER: Donald Puchalski, District 1
SECONDER: James Healy, District 5
AYES: Hart, DiCianni, Eckhoff, Healy, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: Grant
AWAY: Grasso

A. Informational -- OHSEM Deployment Update - OHSEM Coordinator deployed to McCloud, California from September 30 through approximately October 14, 2018. Coordinator will work as the Documentation Unit Leader in the Delta Fire Response. This authorization is pursuant to resolution JPS-007-11.

B. Grant Proposal Notifications -- GPN & Report #049-18 Coverdell Forensic Science Improvement Grant FY2018 - Illinois Criminal Justice Information Authority - U.S. Dept. of Justice - DuPage County Sheriff's Office - $74,075

9. OLD BUSINESS
None

10. NEW BUSINESS
None

11. ADJOURNMENT

A. Motion to Adjourn

Without objection, the meeting was adjourned at 8:27 AM.
RESULT: APPROVED [10 TO 0]
MOVER: Sam Tornatore, District 1
SECONDER: Sean T Noonan, District 2
AYES: Hart, DiCianni, Eckhoff, Healy, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: Grant
AWAY: Grasso
### Budget Adjustment

**Effective September 21, 2016**

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<th>From:</th>
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<th>Company #</th>
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**Jury Commission**
Company/Accounting Unit Name

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<td>5910</td>
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<td>FOOD &amp; BEVERAGES</td>
<td>$ (72.00)</td>
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**To: | 1000 | Company #**

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**Total** $ (72.00)

**Total** $ 72.00

**Reason for Request:**

Budget transfer necessary for display port needed for dual screen computers for Jury Commission.

**Chief Financial Officer**

**Date** 10/17/18

**Activity**

(optional)

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

---

**Finance Department Use Only**

Fiscal Year 2018
Budget Journal # _____ Acctg Period _______

Entered By/Date____________________ Released By/Date____________________ Posted By/Date____________________

---

**Packet Pg. 10**
DuPage County, Illinois  
BUDGET ADJUSTMENT  
Effective September 21, 2016

From: 1300  
Company #

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Total $ 2,000.00

To: 1300  
Company #

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<td>1951,66</td>
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<td>FLEXIBLE BENEFIT EARNINGS</td>
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Total $ 2,000.00

Reason for Request:

To cover the expenses of overtime and benefits for an employee.

Department Head  
Date 10/19/18

Chief Financial Officer  
Date 10/22/18

Finance Department Use Only

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

Attachment: coroner fee fund (17-18-1025 : Budget Transfer-Coroner Fee Fund-$2,000.00)
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

From: 5000
Company #

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<td>717503</td>
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Total $698.00

To: 5000
Company #

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<td>1913.10</td>
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<td>53610</td>
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<td>4810</td>
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Total $698.00

Reason for Request:
To cover incoming invoices for mileage

Finance Department Use Only

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

Please sign in blue ink on the original form!

Department Head
Date: 10/26/18

Chief Financial Officer
Date: 10/29/18

Packet Pg. 12
### BUDGET ADJUSTMENT
**Effective September 21, 2016**

**From:** 1000  
**Company #:**

#### 6110 50050  
**Title:** TEMPORARY SALARIES/ON CALL  
**Amount:** $10,000.00  
**Prior to Transfer:** 41,988  
**Available Balance:** -31,988  
**Date:** 10/24/18

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<td>10,000.00</td>
<td>41,988</td>
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**Total:** $10,000.00

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**To:** 1000  
**Company #:**

#### 6110 53040  
**Title:** INTERPRETER SERVICES  
**Amount:** $10,000.00  
**Prior to Transfer:** 960  
**Available Balance:** 10,960  
**Date:** 10/29/18

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<td>INTERPRETER SERVICES</td>
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**Total:** $10,000.00

---

**Reason for Request:**

Need to cover expenses for interpreting services for offenders. Mandated by AOIC statute.

---

**Finance Department Use Only**

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

**Entered By/Date:**  
**Revised By/Date:**  
**Posted By/Date:**

---

**Department Head:**  
**Chief Financial Officer:**  
**Date:** 10/29/18

---

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

---

**Packet Pg. 13**
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS, THE DUPAGE COUNTY STATE’S ATTORNEY, TARRANT COUNTY, TEXAS AND THE TEXAS CONFERENCE OF URBAN COUNTIES
FOR PROFESSIONAL CASE MANAGEMENT AND DIGITAL MEDIA SERVICES

WHEREAS, the County of DuPage shall herein be “COUNTY”, the DuPage County State’s Attorney shall herein be “STATE’S ATTORNEY”, Tarrant County, Texas shall herein be “TARRANT” and the Texas Conference of Urban Counties shall herein be “URBAN COUNTIES”; and

WHEREAS, the COUNTY, the STATE’S ATTORNEY, TARRANT and URBAN COUNTIES are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act” as set forth in 5 ILCS 220/1 et seq., and as authorized by Article 7 Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purpose of the “Intergovernmental Cooperation Act” and Article 7 of the Constitution of the State of Illinois include fostering cooperation among governmental bodies; and

WHEREAS, the COUNTY, the STATE’S ATTORNEY, TARRANT and URBAN COUNTIES have entered into an Intergovernmental Agreement (“AGREEMENT”) for the performance of certain professional services as set forth and specified in the AGREEMENT attached hereto; and

WHEREAS, the STATE’S ATTORNEY’S current case management system was built and is maintained by the DuPage County Clerk of the Circuit Court and does not meet many of the STATE’S ATTORNEY’S current and future needs; and

WHEREAS, the STATE’S ATTORNEY requires updated, professional case management services for all day-to-day activities to allow its staff to adapt to the proliferation of digital media evidence and to efficiently execute their duties and responsibilities on behalf of the People of DuPage County and the State of Illinois; and

WHEREAS, certain Federal Forfeiture Funds are available to the STATE’S ATTORNEY for use in the furtherance of his duties and obligations on behalf of the People of DuPage County and the State of Illinois which may be applied to upgrade and modernize the STATE’S ATTORNEY’S outdated case management system; and

WHEREAS, TARRANT and URBAN COUNTIES have developed a professional case management system designed by prosecutors specifically for use by prosecutors and have experience and expertise in this area and are authorized to license their case management software and are willing to perform certain specified professional services in connection therewith; and

WHEREAS, the CONSULTANT shall provide system interface, implementation, and data conversion, shall license its proprietary case management system software, “TechShare.Prosecutor”, shall provide data hosting services and shall provide all necessary interfaces which will allow employees of the STATE’S ATTORNEY to conduct their job functions more efficiently; and
Resolution
JPS-R-0924-18

WHEREAS, the CONSULTANT will host the system which will minimize equipment, maintenance and staff expenses for the COUNTY and STATE’S ATTORNEY; and

WHEREAS, the Judicial Public Safety Committee and the Finance Committee of the DuPage County Board has reviewed and recommended approval of the attached AGREEMENT.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY, the STATE’S ATTORNEY, TARRANT and URBAN COUNTIES is hereby accepted and approved in the amount set forth therein and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Charles Gray, Texas Conference of Urban Counties, 3300 Duval Road #250, Austin Texas 78759; Lisa Smith, State's Attorney’s Office; and DuPage County.

Enacted and approved this 13th day of November, 2018 at Wheaton, Illinois.

_____________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
AGREEMENT BETWEEN THE DUPAGE COUNTY STATE'S ATTORNEY
AND TARRANT COUNTY, TEXAS AND TEXAS CONFERENCE OF URBAN COUNTIES
FOR PROFESSIONAL CASE MANAGEMENT SERVICES

This Professional Service Agreement ("AGREEMENT"), is made this _____ day of __________, ______ between the DUPAGE COUNTY STATE'S ATTORNEY, with offices at 503 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the SUBSCRIBER) and TARRANT COUNTY, TEXAS (hereinafter referred to as "Tarrant") and the TEXAS CONFERENCE OF URBAN COUNTIES (hereinafter referred to as "Urban Counties"). The SUBSCRIBER, Tarrant and Urban Counties are hereafter sometimes individually referred to as a "party" or together as the "parties."

1. RECITALS

1.1 TechShare is a program whereby Local Governments and state agencies may realize economies of scale by jointly developing, procuring, operating, maintaining, and enhancing information technology projects and resources.

1.2 Tarrant County, Texas ("Tarrant"), is a "Stakeholder" in TechShare and acts pursuant to a Master Interlocal Agreement and a Resource Sharing Addendum for TechShare.Prosecutor with the Texas Conference of Urban Counties ("Urban Counties") and other Texas Local Governments.

1.3 In the Master Interlocal Agreement, and pursuant to the authority provided in Chapter 791 of the Texas Government Code, the Texas Local Governments participating in TechShare designated Urban Counties to supervise, administer, and carry out the purposes of TechShare.

1.4 The TechShare.Prosecutor Resource Sharing Addendum provides that Tarrant may elect to share TechShare.Prosecutor through a Software-As-A-Service ("SaaS") arrangement, and that the licensing and subscription fee for the SaaS arrangement has been approved by Dallas County, Texas, as required by the Master Interlocal Agreement.

1.5 DuPage County, Illinois, hereinafter referred to as "Subscriber," desires to obtain a license and subscription for the use of TechShare.Prosecutor through this SaaS arrangement and agrees to the terms contained within the attached Implementation Statement of Work, Exhibit C.

1.6 Eventually, the Texas Local Governments comprising TechShare will create the TechShare Local Government Corporation ("TechShare LGC"). The creation and operation of TechShare LGC is anticipated for late 2018.

1.7 Tarrant has been given lawful authority, through the Master Interlocal Agreement and the TechShare Prosecutor Resource Sharing Addendum, by the other member Texas Local Governments comprising the Stakeholders of TechShare.Prosecutor to permit Tarrant to share TechShare.Prosecutor until a successor interlocal agreement between Urban Counties LGC and Subscriber becomes effective. Tarrant, Urban Counties, and Subscriber are each, individually, a "Party" and, collectively, the "Parties."

1.8 This Agreement including all addenda, exhibits and attachments hereto, set forth the rights and responsibilities of the Parties.

1.9 The Parties find that the amount paid for the services performed under this Agreement fairly compensates the performing party.
1.10 The Parties, acting by and through their respective governing bodies, individually and collectively, do hereby adopt and find the foregoing premises as findings of said governing bodies.

1.11 In consideration of the promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

2. DEFINITIONS

2.1 For purposes of this Agreement and all other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, or addendum, the following terms shall have the meaning prescribed to them within this section 2 (Definitions), unless the context of their use dictates otherwise. Other terms used in this Agreement that are not defined herein, but defined in any of the other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall have the same meaning herein as in such other documents.

2.2. Agreement means this Software as a Service Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein.

2.3 Business Day means any day, Monday through Friday, excluding any URBAN COUNTIES holiday.

2.4 Business Hour means 7:00 a.m. to 7:00 p.m., Central Time during Business Days.

2.5 Claims mean any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys’ fees and expenses.

2.6 Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of a Party’s operations and held by, owned, licensed, or otherwise possessed by such Party (the “Owner”) (whether held by, owned, licensed, possessed, or otherwise existing in, on or about the Owner’s premises or the other Party’s premises and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to the Owner’s inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, and other research and development information and data. Notwithstanding the foregoing, Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by the other Party in breach hereof; (b) becomes available to the other Party on a non-confidential basis from a source other than the Owner, which is not prohibited from disclosing such information by obligation to the Owner; (c) is known by the other Party prior to its receipt from the Owner without any obligation of confidentiality with respect thereto, or (d) is developed by the other Party independently of any disclosures made by the Owner.

2.7 Current Software Version means the current production version of TechShare.Prosecutor.
2.8 Defect means any bug, error, contaminate, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of URBAN COUNTIES that renders the Licensed Software in non-conformance with URBAN COUNTIES' then current published specifications.

29 Documentation means the operating manuals and any other materials in any form or media provided by URBAN COUNTIES to users of the Licensed Software.

2.10 Embedded Third Party Software means licensed third party software that is required to provide the functionality of the Licensed Software and which is embedded in the Licensed Software, which as of the date of this Agreement, consists of the software set forth on Exhibit A labeled as "Embedded Third Party Software".

2.11 Evergreening means the process of refreshing software and hardware with new or updated versions to extend the lifecycle of Resources in a cost-effective manner.

2.12 Indemnified Party means Subscriber and each of its officers, employees, agents, successors, and permitted assigns.

2.13 Implementation Agreement means an addendum to this Agreement entered into by Tarrant and Subscriber for the Subscriber's use of a Resource.

2.14 Intellectual Property means documented or undocumented knowledge, creative ideas, or expressions of human mind that have commercial (monetary) value and are protectable under copyright, patent, service mark, trademark, or trade secret laws from imitation, infringement, and dilution.

2.15 Licensed Property means the Licensed Software and the Documentation.

2.16 Licensed Software means: (a) the Current Software Version; (b) Embedded Third Party Software; and (c) any Local Enhancements.

2.17 Local Enhancements means any refinement, enhancement, or other customization to the Current Software Version to be developed by URBAN COUNTIES per Exhibit C.

2.18 Local Government has that meaning as defined by Texas Government Code § 791.003.

2.19 Party means, individually, URBAN COUNTIES and Subscriber.

2.20 Project means the delivery of the Licensed Property and the performance of all services to be provided by URBAN COUNTIES in accordance with the provisions of this Agreement.

2.21 Project Manager means the person designated by each Party who is responsible for the management of the Project.

2.22 Resource means Intellectual Property, personal property, services or knowledge acquired or developed by, or made available to, Subscriber through this Agreement.

2.23 SaaS Fee means the amount paid by a Subscriber for use of a Resource. Each periodic SaaS Fee covers the costs of operating and maintaining the functionality of a Resource, including Evergreening and modifications necessary to address changes in applicable laws, rule or regulations. Annual SaaS Fees contained in Exhibit A are payable in accordance with Section 5.
2.24 **Service Level Terms and Conditions** means the terms and conditions for URBAN COUNTIES' maintenance and support of the Licensed Software, which can be found at: [https://collaborate.cuc.org/display/TPS/Urban+Counties+Prosecutor+Production+Support+Plan](https://collaborate.cuc.org/display/TPS/Urban+Counties+Prosecutor+Production+Support+Plan)

2.25 **Software as a Service or "SaaS"** means a software delivery model in which the software is obtained on a subscription basis.

2.26 **Stakeholder** means an entity, other than a Subscriber, that shares a Resource.

2.27 **Subscriber** means an entity that is provided a Resource through a SaaS model.

2.28 **Users** means individuals who are authorized by Subscriber to use the Licensed Property, and who have been supplied with user identifications and passwords by Subscriber (or by URBAN COUNTIES at Subscriber's request).

3. **AGREEMENT SUPERVISION AND ADMINISTRATION**

3.1 As authorized by Tex. Gov't Code § 791.013(a)(3). Urban Counties, an entity organized under Section 501(c), Internal Revenue Code, is designated by the Master ILA and Resource Sharing Addendum to supervise, administer, and carry out the purposes of this Agreement.

3.2 The role of Urban Counties is to supervise, administer, and carry out this SaaS Agreement, pursuant to Texas Government Code § 791.013.

3.2.1 Urban Counties shall have any and all powers necessary to carry out the purposes of this agreement, which shall include any and all acts necessary and proper for the operation and management of this Agreement.

3.2.2 Services to be provided by Urban Counties for each Resource may include, but not necessarily be limited to:

3.2.2.1 procuring or providing necessary services and supplies as contemplated by the Implementation Agreement and the applicable budget.

3.2.2.2 administering all contracts, procedural documents, manuals, and other guidelines pertaining to the management of each Resource;

3.2.2.3 rendering invoices, receiving funds, establishing and maintaining appropriate accounting records, establishing and utilizing an appropriate cost accounting system, and managing accounts receivable.

3.2.3 Urban Counties shall have the authority to conduct procurement functions and enter into contracts with one or more vendors as may be deemed necessary to carry out the purposes of this Agreement and to effectively manage each Resource.

3.2.4 All contracts procured, entered into, and/or approved by Urban Counties with vendors to fulfill the requirements of this Agreement and the Implementation Agreement, will be exclusively between the Urban Counties and the selected vendors and not the Parties.

3.2.5 Urban Counties is prohibited from binding Tarrant or any Subscriber to any obligation arising from contracts between Urban Counties and third-party vendors.
3.3 Urban Counties acknowledges and agrees that information or other data provided by a Stakeholder or Subscriber to Urban Counties to be stored or managed within a Resource will remain the property of the Stakeholder or Subscriber. The Urban Counties further acknowledges and agrees that such information or other data shall not be used by the Urban Counties other than in connection with the performance of this Agreement, disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of the Urban Counties, its employees, officers, agents, subcontractors, invitees, or assigns in any respect.

3.4 For services performed under this Agreement, the Urban Counties shall be paid as set forth in this Agreement.

3.4.1 Subscriber has no equity rights to or in any of the assets or property of the Urban Counties unless specifically provided for herein or by way of a separate contract, agreement or other document executed by a Subscriber and the Urban Counties.

3.5 All payments by Subscriber pursuant to this Agreement must be made from current revenues.

3.6 The Parties intend that the Urban Counties shall operate only within the scope herein set out and have not herein created, as between any or all of them, any relationship of surety, indemnification or responsibility for the debt of or claims against each other, or any other Party.

3.7 The Parties have not, by entering into this Agreement, assumed, in any manner, any liability for the debts of or claims against each other, or the Urban Counties.

3.8 Tarrant and Urban Counties will not be financially liable to each other, or the other Participants for the non-performance or non-function of any Resource. In the event of non-performance of a Resource, Urban Counties will make best efforts within the applicable budget to correct the non-performance.

3.9 This Agreement does not grant to any Subscriber equity rights to, or in, any Resource.

3.10 In addition to SaaS Fees, Subscribers may be required to pay implementation costs for a Resource. Implementation costs will be unique to each Subscriber and will not be shared with other Subscribers.

3.11 Installation or implementation of a Resource will only be done by Urban Counties or contractors retained by Urban Counties.

4. TITLE AND LICENSE

4.1 License Grant. In consideration for the SaaS Fee, which shall be due and payable as set forth in Section 5 and Exhibit A, URBAN COUNTIES hereby grants to subscriber a limited, non-exclusive, revocable and non-transferable license (and sublicense with respect to the Embedded Third Party Software) to use the Licensed Property for Subscriber’s internal administration, operation, and/or conduct of subscriber’s business operations.

URBAN COUNTIES HAS THE RIGHT TO REVOKE THIS LICENSE IF SUBSCRIBER TERMINATES, CANCELS OR FAILS TO RENEW THIS AGREEMENT. URBAN COUNTIES HAS THE RIGHT TO UNILATERALLY REVOKE THIS LICENSE AND DENY SUBSCRIBER ACCESS TO THE LICENSED PROPERTY IF SUBSCRIBER FAILS TO REMIT ANY REQUIRED FEES WITHIN THIRTY DAYS OF THE DATE SUCH FEES BECOME DUE AS SET FORTH HEREIN AND SUCH AMOUNTS REMAIN OUTSTANDING FOR A PERIOD OF
THIRTY DAYS FOLLOWING URBAN COUNTIES' WRITTEN NOTICE OF ITS INTENT TO REVOKE THE LICENSE.

4.2 License Not Tied to Number of Users. Unless otherwise specified on Exhibit A, the SaaS Fee is based on the number of certain user roles, and is not based on the total number of users of the Licensed Property.

4.3 Restrictions. Unless otherwise expressly set forth in this Agreement, subscriber shall not (a) reverse engineer, de-compile, or disassemble any portion of the Licensed Software or (b) sublicense, transfer, rent, or lease the Licensed Software or its usage. To the extent Subscriber employs contractors, subcontractors, or other third parties to assist in the Project, Subscriber shall obtain from such third parties an executed URBAN COUNTIES confidentiality agreement prior to such parties being permitted access to URBAN COUNTIES Confidential and Proprietary Information.

4.4 Embedded Third Party Software. The license grant set forth in Section 4.1 includes the right to use any Embedded Third Party Software; provided, however, that such access to and use of such Embedded Third Party Software shall be according to such terms, conditions, and licenses as are imposed by the manufacturers and/or third party licensors of such Embedded Third Party Software. All such Embedded Third Party Software is covered by the SaaS Fee. URBAN COUNTIES shall pass through to Subscriber any and all warranties granted to URBAN COUNTIES by the owners, licensors, and/or distributors of such Embedded Third Party Software.

4.5 Title

4.5.1 URBAN COUNTIES represents and warrants that it is the owner of all right, title and interest in and to the Licensed Software (other than Embedded Third Party Software) and all components and copies thereof. Nothing in this Agreement shall be deemed to vest in Subscriber any ownership or intellectual property rights in and to URBAN COUNTIES' intellectual property (including, without limitation, URBAN COUNTIES Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by URBAN COUNTIES.

4.5.2 All training materials shall be the sole property of URBAN COUNTIES.

4.5.3 All Subscriber data shall remain the property of Subscriber. URBAN COUNTIES shall not use Subscriber data other than in connection with providing the services pursuant to this Agreement.

5. FEES AND INVOICING

5.1 SaaS Fee. Unless otherwise specified in Exhibit A, the SaaS Fee is based on number of certain user roles. Subscriber agrees to provide URBAN COUNTIES information annually confirming the number of those roles to permit URBAN COUNTIES to calculate the SaaS fee in accordance with Exhibit A.

5.2 Professional Services Charges. Charges for all professional services to be performed hereunder are calculated on a time and materials basis, and shall be invoiced and paid by Subscriber in accordance with Section 5.4.
5.3 **Expenses.** Subscriber shall reimburse URBAN COUNTIES for travel, lodging, and food expenses actually and reasonably incurred by URBAN COUNTIES in performing its professional services herein in accordance with Section 5.4 and Exhibit A.

5.4 **Invoice and Payment for Professional Services.** URBAN COUNTIES shall invoice Subscriber for professional services and associated expenses as set forth in Exhibit A. Monthly reports will include a reasonably detailed itemization of services and expenses. Following receipt of a property submitted and approved invoice, Subscriber shall pay URBAN COUNTIES within thirty (30) days.

5.5 **Invoice and Payment of Annual SaaS Fees.** Annual SaaS Fees, as set forth in Exhibit A, shall be invoiced not later than sixty (60) days prior to the initial SaaS Fee due date or the anniversary thereof, as applicable, and shall be paid by Subscriber within thirty (30) days of receipt of the invoice. Each invoice shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this Agreement. Following receipt of a property submitted invoice, Subscriber shall pay URBAN COUNTIES within thirty (30) days.

5.6 Any undisputed sum not paid when due shall bear interest at the rate of eighteen percent (18%) annually, or the maximum amount allowed by law, whichever is lower. Interest begins to accrue on the thirty-first (31st) day after the undisputed amount is due. Interest on an overdue payment stops accruing on the date URBAN COUNTIES receives payment.

6. **PROJECT IMPLEMENTATION**

6.1 **Professional Services.** Exhibit A includes URBAN COUNTIES' good faith estimate of the hours and fees associated with the services to be performed by URBAN COUNTIES for Subscriber, including travel time by URBAN COUNTIES' personnel from URBAN COUNTIES' place of business to and from Subscriber's place of business, and for which Subscriber shall pay on a time and materials basis. Additional services requested by Subscriber which are beyond those hours detailed in Exhibit A will be billed at URBAN COUNTIES' then current services rates.

6.2 **Office Space.** Subscriber shall, at its sole expense, provide reasonable access to office space, telephone access, network access (including providing URBAN COUNTIES reasonable access to a secure virtual private network connection or other comparable connection for use by URBAN COUNTIES from time to time on a non-dedicated basis), Internet connections, and such other facilities as may be reasonably requested by URBAN COUNTIES for use by URBAN COUNTIES personnel for the purpose of performing this Agreement.

6.3 **Subscriber's Hardware and other Software.** Subscriber shall be responsible to acquire, install, and configure all work stations and other hardware, as well as the operating systems and other software, that will be used by Subscriber to operate the Licensed Software now or in the future. URBAN COUNTIES shall have no liability for defects in such hardware and software.

6.4 **Cooperation.** Subscriber acknowledges that the implementation of the Project is a cooperative process requiring the time and resources of Subscriber personnel. Subscriber shall, and shall cause its personnel to, use all reasonable efforts to cooperate with and assist URBAN COUNTIES as may be reasonably required to timely implement the Project, including, without limitation, providing reasonable information regarding its operations and reasonable access to its facilities. URBAN COUNTIES shall not be liable for failure to timely implement the project when such failure is due to Force Majeure (as identified in Section 19.14) or to the failure by Subscriber personnel to provide such cooperation and assistance (either through action or omission).
7. INSTALLATION OF THE LICENSED SOFTWARE

URBAN COUNTIES shall use commercially reasonable efforts to promptly install the Licensed Software either on URBAN COUNTIES’ servers or on Subscriber’s servers, as specified in Exhibit C and in accordance with a mutually agreed upon timetable. Upon installation, URBAN COUNTIES shall conduct its standard diagnostic evaluation to determine that the Licensed Software is properly installed, and upon completion, shall deliver written instructions for accessing the Licensed Software to Subscriber.

8. VERIFICATION OF THE LICENSED SOFTWARE

8.1 Verification Procedure. Upon installation of the Licensed Software, URBAN COUNTIES shall perform its standard test procedures and shall certify to Subscriber that the Licensed Software is in substantial conformance with URBAN COUNTIES’ then current published specifications and is ready for Subscriber’s use. In the event URBAN COUNTIES cannot so certify, URBAN COUNTIES sole obligation shall be to correct the cause thereof, which shall be Subscriber’s sole right and remedy against URBAN COUNTIES.

8.2 Certification Final. URBAN COUNTIES’ certification that the Licensed Software substantially complies with the then current published specifications shall be final and conclusive, except for latent defects, fraud, and such gross mistakes that amount to fraud. If Subscriber disputes the certification for any reason, it shall notify URBAN COUNTIES in writing within fifteen (15) business days of receipt of the certification for URBAN COUNTIES.

8.3 Use. Notwithstanding anything to the contrary herein, Subscriber’s use of the Licensed Software for its intended purpose shall constitute Subscriber’s verification of the provision of the Licensed Software for purposes of the SaaS Fees.

9. TRAINING

To the extent that training services are included in Exhibit A, URBAN COUNTIES shall train Subscriber in accordance with a mutually agreeable training plan. The training plan shall outline the training required for personnel to operate the Licensed Software. URBAN COUNTIES shall provide Subscriber personnel with only the number of hours of training for the respective portions of the Licensed Software as set forth in Exhibit C. Training shall be provided at Subscriber’s principal place of business or other site selected by Subscriber. Training shall be performed according to the training plan, but in any event shall be “hands-on” using production-ready versions of the Licensed Software. The courses shall train Subscriber’s employees or agents in a manner to provide basic end user training. Subscriber shall be responsible for providing an adequately equipped training facility to operate the Licensed Software.

10. MAINTENANCE AND SUPPORT SERVICES

10.1 Service Level Terms and Conditions. Upon URBAN COUNTIES’ certification of the Licensed Software or Subscriber’s use, whichever occurs first, URBAN COUNTIES shall provide Subscriber with the maintenance and support services for the Licensed Software as set forth in Service Level Terms and Conditions. URBAN COUNTIES may modify the Service Level Terms and Conditions, but shall provide notice to Subscriber of any modification at least 90 days prior to the effective date of the modification.

10.2 Responsibilities of Subscriber. In addition to the other responsibilities set forth herein, Subscriber shall: (a) provide all training of its personnel, other than training to be provided by Urban Counties as specified in Exhibit C; (b) collect, prepare, and enter all data necessary for the day-to-day operations of the License Software; (c) retain separate copies of all conversion
data delivered to URBAN COUNTIES; (d) provide end user workstations that conform to URBAN COUNTIES' minimum requirements; and (e) provide the requisite networks.

11. OWNERSHIP OF DATA

11.1 When use of a Resource involves the shared storage of data or the shared access to data of multiple entities, the data remains the property of the particular entity that created or submitted the data.

11.2 Information or other data of a Subscriber or Stakeholder shall not be used by another Subscriber or Stakeholder other than in connection with the performance of this Agreement and the applicable Resource Sharing Addendum, or another similar agreement in the case of Stakeholders.

11.3 Protection of Confidential and Proprietary Information. Each Party shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey the other Party's Confidential and Proprietary Information, and each Party shall not sue, make, sell, or otherwise exploit any such other Party's Confidential and Proprietary Information for any purpose other than the performance of this Agreement, without the other Party's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Agreement, provided that the other Party is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order.

11.4 Protection of Data of Other Users. If Licensed Software includes the ability to access data of other entities also using the Licensed Software, Subscriber agrees that such data remains the property of such other entities. Information or other data of another entity shall not be disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of Subscriber, its employees, officers, agents, subcontractors, or assigns in any respect. In the event Subscriber receives a request for information or other data belonging to another entity, Subscriber must promptly notify the requestor that the Subscriber is not the custodian of the requested information or data.

11.5 Judicial and Administrative Proceedings. If a Party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, requirements of any applicable open government statute, or other similar process) to disclose any Confidential and Proprietary Information of the other Party or of another entity as described in section 9.4. (the “Owner”), such Party shall provide the Owner with prompt written notice of such request or requirement so that the Owner may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Owner, the Party nonetheless is legally compelled to disclose the Owner's Confidential and Proprietary Information or else would stand liable for contempt or suffer other censure or penalty, the Party may, without liability herein, disclose only that portion of the Owner's Confidential and Proprietary Information required to be disclosed, provided that the Party uses reasonable efforts to preserve the confidentiality of the Owner's Confidential and Proprietary Information, including, without limitation, by cooperating with the Owner to obtain an appropriate protective order or other administrative relief.

12. REPRESENTATIONS AND WARRANTIES

12.1 Project Personnel. All URBAN COUNTIES personnel utilized in connection with fulfilling its obligations pursuant to or arising from this Agreement shall be employees of URBAN COUNTIES or, if applicable, URBAN COUNTIES' subcontractor(s), shall be qualified to perform the tasks
assigned them, and shall be in compliance with all applicable laws relating to employees generally, including, without limitation, immigration laws.

12.2 Pass-Through of Warranties. URBAN COUNTIES hereby passes through the benefits of all third party warranties that it receives in connection with any product provided to Subscriber.

12.3 No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings pending or, to the knowledge of URBAN COUNTIES, threatened, that shall have a material adverse effect on URBAN COUNTIES' ability to fulfill its obligations pursuant to or arising from this Agreement.

12.4 Compliance with Laws. In performing this Agreement, URBAN COUNTIES shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules and regulations.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 13 OR ELSEWHERE IN THIS AGREEMENT, URBAN COUNTIES DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. LIMITATION OF LIABILITY

URBAN COUNTIES' LIABILITY TO SUBSCRIBER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF LEGAL THEORY SUCH AS BREACH OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO: (A) PRIOR TO URBAN COUNTIES' CERTIFICATION OF THE LICENSED SOFTWARE AND SUBSCRIBER'S USE THEREOF, THE SaaS FEES PAID BY SUBSCRIBER, IF ANY, AND (B) AFTER URBAN COUNTIES' CERTIFICATION OF THE LICENSED SOFTWARE AND SUBSCRIBER'S USE THEREOF, FIXING DEFECTS IN ACCORDANCE WITH SERVICE LEVEL TERMS AND CONDITIONS. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD; OR (2) BREACH OF SECTION 14.1 (CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE) OR SECTION 14.2 (INTELLECTUAL PROPERTY INFRINGEMENT).

IN NO EVENT SHALL URBAN COUNTIES BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS OR CORRUPTION OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

14. IMMUNITY

This Agreement may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law. This Agreement shall not be interpreted to inure to the benefit of a third party not a party to this contract.

14. INDEMNIFICATION

14.1 General – Bodily Injury and Property Damage. Notwithstanding any other provision of this Agreement, URBAN COUNTIES shall defend, indemnify, hold and save harmless the Indemnified Parties from and against any and all Claims for bodily injury or property damage sustained by or asserted against Subscriber arising out of, resulting from, or attributable to the negligent or willful misconduct of URBAN COUNTIES, its employees, subcontractors, representatives, and agents; provided, however, that URBAN COUNTIES shall not be liable
herein to indemnify Subscriber against liability for damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property damage is caused by or resulting from the actions or omissions, negligent or otherwise, of Subscriber, its agents, contractors, subcontractors, or employees.

14.2 Intellectual Property Infringement

(a) Notwithstanding any other provision of this Agreement, if any claim is asserted, or action or proceeding brought against an Indemnified party that alleges that all or any part of the Licensed Property, in the form supplied, or modified by URBAN COUNTIES, or an Indemnified party’s use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Indemnified Party, upon its awareness, shall give URBAN COUNTIES prompt written notice thereof. URBAN COUNTIES shall defend, and hold Indemnified Party harmless against, any such claim or action with counsel of URBAN COUNTIES’ choice and at URBAN COUNTIES’ expense and shall indemnify INDEMNIFIED Party against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Indemnified Party shall cooperate with and may monitor URBAN COUNTIES in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as URBAN COUNTIES may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Licensed Property made by the Indemnified Party, or any third party pursuant to Indemnified Party’s directions, or upon the unauthorized use of the Licensed Property by the Indemnified Party.

(b) If the Licensed Property becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, URBAN COUNTIES shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in URBAN COUNTIES’ sole discretion: (i) promptly replace the Licensed Property with a compatible, functionally equivalent, non-infringing system; or (ii) promptly modify the Licensed Property to make it non-infringing; or (iii) promptly procure the right of Subscriber to use the Licensed Property as intended.

15. TAXES

15.1 Tax Exempt Status. Subscriber represents and warrants that it is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to URBAN COUNTIES pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

15.2 Employee Tax Obligations. Each Party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, workers’ compensation insurance, unemployment insurance, or retirement benefits, pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by such Party for work performed under this Agreement.

16. INSURANCE

URBAN COUNTIES shall provide, upon the written request of Subscriber (which shall not be less than thirty (30) days after the Effective Date), proof of insurance for and maintain, at URBANN COUNTIES’
sole cost and expense, the following insurance coverage: (a) workers’ compensation insurance protecting URBAN COUNTIES and Subscriber from potential URBAN COUNTIES employee claims based upon job-related sickness, injury, or accident during performance of this Agreement; and (b) comprehensive general liability (including, without limitation, bodily injury and property damage) insurance with respect to URBAN COUNTIES’ agents and vehicles assigned to perform the services herein with policy limits of not less than $1,000,000 combined single limit per occurrence and $2,000,000 in the aggregate.

17. **TERM, SUSPENSION, AND TERMINATION**

17.1 **Term.** The term of this Agreement (the “Term”) shall commence on the date specified in Exhibit A and continue for the subscription term specified therein. Except as otherwise specified in Exhibit A, the term of this Agreement, and the corresponding payment of all SaaS Fees, shall automatically renew for additional periods of one year, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless URBAN COUNTIES has given Subscriber written notice of any pricing change at least 90 days before the end of such prior term, in which case the change in pricing shall be effective upon renewal and thereafter.

17.2 **Early Termination by Subscriber.** This Agreement may be terminated by Subscriber prior to the end of the then current term by Subscriber proving URBAN COUNTIES with (1) thirty (30) days written notice of its intent to terminate, and (b) payment of the SaaS Fees still due for the remainder of the then current term.

17.3 **Termination for Cause.** Either Party may terminate this Agreement for Cause, provided that such Party follows the procedures set forth in this Section 17.3.

(a) For purposes of this Section, “Cause” means either:

(i) a material breach of this Agreement, which has not been cured within ninety (90) days of the date such Party receives written notice of such breach;

(ii) the failure by Subscriber to timely pay when due any fees and expenses owed to URBAN COUNTIES pursuant to this Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after URBAN COUNTIES provides written notice of its intent to terminate for failure to pay;

(iii) breach of Section 11; or

(iv) if URBAN COUNTIES becomes insolvent or bankrupt, or institutes or causes to be instituted any proceedings in bankruptcy or relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors; except, however, any involuntary petition for bankruptcy filed by a third party does not constitute cause under this subsection if dismissed within 10 business days.

(b) No Party may terminate this Agreement under Section 17.3(a)(i) unless it cooperates in good faith with the alleged breaching Party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 18 following such period.
(c) Upon any termination for Cause by Subscriber, URBAN COUNTIES shall refund any prepaid SaaS Fees covering the remainder of the Term after the effective date of termination. Upon any termination for Cause by URBAN COUNTIES, Subscriber shall pay URBAN COUNTIES any unpaid SaaS fees covering the Term. In no event shall any termination relieve Subscriber of the obligation to pay any fees payable to URBAN COUNTIES for the period prior to the effective date of termination.

17.4 **Effect of Termination.** Upon termination of this Agreement for any reason: (a) the licenses provided hereunder shall automatically terminate as of the effective date of the termination and Subscriber’s access to the Licenses Software shall be denied; (b) subject to payment of all amounts due hereunder, and upon written request, URBAN COUNTIES will provide to Subscriber such contents of the database that are owned by Subscriber, as such contents exist on the date of termination, in a standard industry data file format within five business days; and (c) upon written request, Subscriber shall return all documentation, products, URBAN COUNTIES Confidential and Proprietary information, and other information disclosed or otherwise delivered to Subscriber by URBAN COUNTIES.

17.5 **Survival.** The following provisions shall survive after the Term of this Agreement: 2; 4; 11; 13; 14; 15; 17; 18 and 19.

18. **DISPUTE RESOLUTION**

Disputes arising out of, or relating to, this Agreement shall first be discussed by the Project Managers. Any dispute that cannot be resolved within five (5) Business Days at the Project Manager level (or such other date as agreed upon by the Project Managers) shall be referred to the individual reasonably designated by Subscriber and URBAN COUNTIES’ Executive Director assigned to Subscriber’s account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the intermediary Dispute Level shall then be referred to Subscriber’s chief executive officer or other individual reasonably designated by Subscriber and URBAN COUNTIES’ Executive Director ("Executive Dispute Level"), at such time and location reasonably designated by the Parties. Any negotiations pursuant to this Section 18 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Agreement, the Parties shall submit the matter to nonbinding mediation before the commencement of any proceeding in a court. The foregoing shall not apply to claims for equitable relief under Section 11.

19. **MISCELLANEOUS**

19.1 **Assignment.** Neither Party may assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, URBAN COUNTIES may assign its rights and obligations herein to any successor entity acquiring the right to make available the Licensed Property on behalf of the legal owners of such Licensed Property.

19.2 **Cumulative Remedies.** Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

19.3 **Notices.** Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other
addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

19.4 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19.5 **Waiver.** The performance of any obligation required of a Party herein may be waiver only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein.

19.6 **Entire Agreement.** This Agreement constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

19.7 **Amendment.** This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this Agreement shall be binding upon the Parties despite any lack of additional consideration.

19.8 **Severability of Provisions.** In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.

19.9 **Relationship of Parties.** The Parties intend that the relationship between the Parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither Party shall be considered an agent, representative, or employee of the other Party for any purpose.

19.10 **Governing Law.** Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the state of Texas, without regard to or application of choice of law rules or principles. Further, venue for any suits or claims arising out of this Agreement shall be in the state courts of Tarrant County.

19.11 **Audit.** URBAN COUNTIES shall maintain complete and accurate records of all work performed pursuant to and arising out of this Agreement. Subscriber may, upon the written request of the Project Manager, audit any and all work or response records of URBAN COUNTIES relating to professional services provided therein. Subscriber shall provide URBAN COUNTIES twenty-four (24) hour notice of such audit or inspection. URBAN COUNTIES shall have the right to exclude from such inspection any URBAN COUNTIES Confidential and Proprietary Information not otherwise required to be provided to Subscriber as a part of this Agreement. URBAN COUNTIES shall make such books and records available to Subscriber as part of this Agreement. URBAN COUNTIES shall make such books and records available to Subscriber during normal business hours. Any such audit shall be conducted at URBAN COUNTIES' principal place of business during URBAN COUNTIES' normal business hours and at Subscribers sole expense.

19.12 **No Third Party Beneficiaries.** Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.
19.13 **Contra Proferentem.** The doctrine of *contra proferentem* shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the Party who drafted the Agreement or provision.

19.14 **Force Majeure.** No Party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

19.15 **Equitable Relief.** Each Party covenants, represents, and warrants that any violation of this Agreement by such Party with respect to its respective obligations set forth in Sections 4.3 and 11 shall cause irreparable injury to the other Party and shall entitle the other Party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

19.16 **Attorney's Fees and Costs.** If attorneys' fees or other costs are incurred by either Party to secure the performance of any obligations under this Agreement, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and costs incurred in connection therewith.

19.17 **Incorporation of Exhibits.** The following Exhibits are incorporated as if fully set forth herein:

- Exhibit A – SaaS, Hosting and Implementation Fees
- Exhibit B – Hosting Services
- Exhibit C – Implementation Statement of Work
- Exhibit D – Functional Capabilities and Configurations
- Exhibit E – Forms and Tokens
- Exhibit F – DuPage County Roles and Responsibilities
- Exhibit G – SAO Operational Units
- Exhibit H – TechShare/DUCS Interfaces
EXHIBIT A
SaaS, HOSTING AND IMPLEMENTATION FEES

The five year software and project costs include:

1. **SaaS Fees** – annual costs for the use of the software for all county, law enforcement and defense attorneys using the software in the County

2. **Hosting Fees** – estimated annual costs for hosting software in the Microsoft Azure Private Government CJIS Compliant Cloud Service through the TechShare contract

3. **Implementation Fees** – one-time costs for deploying TechShare.Prosecutor, the Law Enforcement Portal and TechShareDefense (for the purpose of disclosure) in DuPage County State's Attorney's Office and putting it in to use for all justice system users authorized by the State's Attorney's Office

4. **System Interface Fees** – one-time costs to design, build, test and deploy six interfaces from TechShare.Prosecutor to DuPage County systems as specified in this agreement

5. **Other One-Time Costs** – estimated travel expenses for the TechShare team to perform services on-site in DuPage County

The costs are summarized in the following table, with a detailed breakdown and explanation for each category of expense. Each category of expense, with the exception of the Subscriber and Hosting Fees which are based on the number of prosecuting attorney positions and total users, respectively, contains a not to exceed budgeted amount.

Payment of all invoices is due no later than thirty (30) days after receipt by DuPage County.

**SaaS Fees**:

The table below shows the expected costs for using the software over the five-year term. These fees are “subscriber” fees that include all functionality available in the software and regular updates to be provided on a quarterly basis as installed and made available through this agreement. The fees are based on the number of prosecuting attorney positions currently approved for the State’s Attorney’s Office in DuPage County, approximately eighty-five (85) positions. SaaS Fees do not include use and maintenance of the software, hosting, operations, and storage fees for use of the Microsoft Azure Cloud, which are set forth in the Hosting Fees, below.
The first-year costs are pro-rated based on the Phase II "go live" date. The amount shown in the chart below for CY 2019 assumes Phase II go live no later than June 30, 2019. If go live occurs after that date, the amount for CY 2019 will be adjusted accordingly. The second-year costs reflect a discount because the State's Attorney will be determining how best to complete the roll-out and implementation of the full-functions of the software.

Costs for years three through five assume full-functionality and are estimated based on standard cost-of-living increases of approximately five percent (5%) per year.

Annual costs are determined by the number of prosecuting attorneys assigned to the State's Attorney's Office. An annual fee is determined based on a pre-defined and published formula as approved by the counties participating in the Master Interlocal Agreement for Participation in the TechShare program.

The annual SaaS Fees for the 5-year term are set forth below. At the end of the contract term, the annual SaaS Fees will be adjusted based on the then current formula for the use of TechShare.Prosecutor that is in force at that time, subject to the approval of DuPage County, Illinois as part of a new or amended agreement.

An Invoice for Year 1 (CY 2019) will be issued upon completion of the Phase II "Go Live" which is scheduled to occur at the end of June 2019 of the implementation. The invoices for Years 2 through 5 for the Annual Subscriber Fee will be issued by the end of each October to cover the subsequent calendar year.

<table>
<thead>
<tr>
<th>Annual Subscriber Fee (Estimated)</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1 (CY 2019)</td>
<td>$43,500.00</td>
</tr>
<tr>
<td>Year 2 (CY 2020)</td>
<td>$87,780.00</td>
</tr>
<tr>
<td>Year 3 (CY 2021)</td>
<td>$125,400.00</td>
</tr>
<tr>
<td>Year 4 (CY 2022)</td>
<td>$131,670.00</td>
</tr>
<tr>
<td>Year 5 (CY 2023)</td>
<td>$138,250.00</td>
</tr>
<tr>
<td>Total Five Year Costs</td>
<td>$526,600.00</td>
</tr>
</tbody>
</table>
Hosting Fees:

The Microsoft Azure Hosting Service costs are estimated based on current TechShare contract with Microsoft to provide these services, including storage for all related DME, in the Private Government CJIS-Compliant Cloud. DuPage County may elect to obtain these services through the Urban Counties’ agreement on a “pass through” basis to be billed on an annual basis (in advance) or may elect to contract directly with Microsoft or any other CJIS compliant provider for these services.

Based on our current agreement, the estimated costs per month per user for the Microsoft hosting services, including storage, is approximately $3.45. At peak utilization in Year 4, the estimated annual hosting fees for DuPage County will be approximately $43,000.

In October of each year, the actual number of users will be determined to arrive at a “true-up” bill or credit to account for deviations from the previous user estimate. Additionally, the number of users for DuPage County for the subsequent year will be estimated and the annual hosting fee will be estimated and included on the invoice (with the true-up bill or credit) with the Estimated SaaS Fees should DuPage County elect to use the contract between TechShare and Microsoft for hosting services.

For Microsoft Azure Hosting Services for Year 1, an invoice for $18,000 will be issued upon approval of this agreement by the DuPage County Board.

<table>
<thead>
<tr>
<th>Hosting Fees (estimated)</th>
<th>Estimated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Microsoft Azure Hosting Services Year 1</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>Microsoft Azure Hosting Services Year 2</td>
<td>$24,000.00</td>
</tr>
<tr>
<td>Microsoft Azure Hosting Services Year 3</td>
<td>$32,000.00</td>
</tr>
<tr>
<td>Microsoft Azure Hosting Services Year 4</td>
<td>$43,000.00</td>
</tr>
<tr>
<td>Microsoft Azure Hosting Services Year 5</td>
<td>$43,000.00</td>
</tr>
<tr>
<td><strong>Total Five Year Hosting Estimate</strong></td>
<td><strong>$160,000.00</strong></td>
</tr>
</tbody>
</table>
Implementation Fees:

The table below shows a breakdown of the costs to implement TechShare.Prosecutor (and the LEA Portal and Defense components).

Implementation and installation costs include the services to be provided by the TechShare team to establish and configure the software for use in DuPage County. This includes on-site work with the DuPage County team to establish the proper code tables and workflow to support the State's Attorney's business processes.

Data conversion and migration costs include the services to be provided by the TechShare team to migrate the case files from the legacy case management system (CMS) to TechShare.Prosecutor.

Customization is an amount to provide for local customization of the software in accordance with priorities to be established by the SAO. In each case, a change request will be entered into the work management system (Confluence/JIRA), the change will be estimated, the work will be prioritized and these resources will be expended only with the approval of the designated representative of the State's Attorney. Note: four enhancements are identified in Exhibit C and as part of project planning and for consistency, change requests will be entered into the system for those four enhancements, but the costs for those four enhancements are already included in the budget and the customization budget will not be utilized for those enhancements.

Training costs include the development of training materials specific to the State's Attorney's Office, on-site training for State's Attorney staff and "power user" training for the State's Attorney's designated application operators. Some training may also be provided remotely through web training sessions.

Payment for Implementation Fees will be divided into four equal portions of $65,700. An invoice for the first payment in the amount of $65,700 will be issued upon approval of this agreement by the DuPage County Board. Subsequent invoices, each in the amount of $65,700, will be issued at the end of the third, fifth and seventh months of the schedule, which is at the end of January 2019, March 2019, and May 2019.

Monthly reports will be prepared for the State's Attorney showing the actual expenditures in each area with a forecast of the expected costs at “go live.” Any unspent funds in this category will be returned to the State’s Attorney after the implementation project is determined complete by Urban Counties and the SAO, and approved by Urban Counties’ CFO consistent with TechShare.Prosecutor Project Plan.
System Interface Fees

The table below shows the estimated costs to build the expected interfaces to each of the systems designated. These fees do not include any payments to any third-party vendors or providers for their efforts to provide reasonable access and/or methods for designing, developing, testing and deploying these system interfaces.

An invoice for the total of the System Interface Fees will be issued at the end of December 2018.

Monthly reports will be prepared for the State’s Attorney showing the actual expenditures in each area with a forecast of the expected costs at "go live." Any unspent funds in this category will be returned to the State’s Attorney after the implementation project is determined complete by Urban Counties and the SAO, and approved by Urban Counties’ CFO.
**Other One-Time Fees**

The last section of Exhibit A contains the other one-time costs for implementing the software in DuPage County. The only costs in this category are the expected travel costs for the TechShare staff to work on-site in DuPage County. As with the other costs, above, monthly expense reports will be prepared for the State’s Attorney’s Office with a forecast of expected total travel costs at “go live.”

Payment for Other One-Time Fees will be divided into four equal portions of $9,000. An invoice for the first payment in the amount of $9,000 will be issued upon approval of this agreement by the DuPage County Board. Subsequent invoices, each in the amount of $9,000, will be issued at the end of the third, fifth and seventh months of the schedule, which is at the end of January 2019, March 2019, and May 2019. Any unspent funds will be returned to the State’s Attorney’s Office after the implementation project is determined complete by Urban Counties and the SAO, and approved by Urban Counties’ CFO.

<table>
<thead>
<tr>
<th>Other One-Time Costs</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel (will provide detail for actual expenses)</td>
<td>$36,000.00</td>
</tr>
<tr>
<td>No Cost</td>
<td>No Cost</td>
</tr>
<tr>
<td>No Additional One-Time Costs</td>
<td>No Cost</td>
</tr>
<tr>
<td><strong>Total One Time Costs</strong></td>
<td>$36,000.00</td>
</tr>
</tbody>
</table>

All other costs or fees associated with this project will be the responsibility of DuPage County, Illinois.

Any written Change Requests will be based on the then current blended hourly rates for TechShare services. The blended hourly rate is determined on an annual basis by dividing the number of hours recorded for the operations and support of TechShare,Prosecutor into the total annual costs of such services. For calendar year 2019, the blended hourly rate is $127.08. The blended hourly rate will be updated in this agreement via written Change Request on an annual basis.
Hosting Services to support TechShare.Prosecutor, including the Law Enforcement Agency and Defense Portals, are available at the County's option through the Urban Counties current contract with Microsoft for the Azure Private Government CJIS-Certified Cloud. TechShare will provide the Hosting Services at cost (pass through) in accordance with the estimates provided in Exhibit A.

DuPage County may also elect to contract independently for Hosting Services from a CJIS-Certified Hosting Services provider in Illinois, at the County's discretion.

Under the Urban Counties agreement with Microsoft, Azure eliminates any single point of failure and provides a service level of 99.9% up-time with an 8 hour recovery point for business continuity planning purposes for DuPage County.

The Azure Hosting Services would be provided from Microsoft's data center in Iowa, with full back-up and recovery from the Microsoft data center in Texas.

If the County elects to include Hosting Services through TechShare as part of this Agreement, TechShare will manage the relationship with Microsoft and "pass through" the actual costs of the services to DuPage County. Several "environments" will be provided to support the activities associated with implementing the software for use in DuPage County including, but not limited to, configuration, testing, training, data conversion, sandbox, acceptance testing, and the like. The specific details for the configuration of these environments for DuPage County will be described in the Environment Strategy deliverable listed separately in Exhibit C to this agreement.

For the most secure technical implementation of integration to County systems on County premises, such as DUCS, it is recommended that DuPage County contract with Microsoft, at a minimum, for a "pass through" Cloud service that will allow all integration messages to be addressed behind the County's secured firewall. This approach insures that the County minimizes the risk from messaging traffic using an open port in the County's network environment. TechShare will advise and consult with the County in implementing this configuration based on our experience using this approach in a number of other data centers that are using similar hosting configurations. While TechShare will comply with all provisions in this agreement with respect to protecting the security and confidentiality of DuPage County data, TechShare will not be responsible for any accidental or unlawful access or disclosure of confidential data that results from the County's failure to meet similar obligations as specified in this agreement.
EXHIBIT C
IMPLEMENTATION STATEMENT OF WORK

Project Scope:

The TechShare.Prosecutor implementation project for DuPage County is structured to provide oversight and direct services necessary to transition the State’s Attorney’s Office (SAO) from the legacy case management system (CMS) to the TechShare.Prosecutor software and the related law enforcement and defense components to provide a seamless environment for managing cases and their related Digital Multimedia Evidence (DME) from initiation through appeal including digital courtroom presentation.

The goals and objectives of this project are:

- To implement a cloud-based, integrated Prosecution Case Management System with Digital Media from incident through appeal including all Law Enforcement Agencies, all areas of the Criminal, Civil and Administrative divisions of the State’s Attorney Office, Circuit Clerk for court presentation and data storage. TechShare.Prosecutor, as implemented in DuPage County will include, at a minimum, the functions and configuration specified in Exhibit D, and the form listed in Exhibit E, below.

- To improve efficiencies and reduce fiscal resources of time and materials required for successful case management and storage in the State’s Attorney Office.

- To implement TechShare.Prosecutor and the related Law Enforcement and Defense components (provided for electronic disclosure and plea negotiation) to improve the management of digital multi-media evidence in the DuPage County, Illinois State’s Attorney’s office;

- To integrate TechShare.Prosecutor and the related Law Enforcement and Defense components with other related justice solutions in use to support the overall system and processes in DuPage County;

- To support the ongoing operations, maintenance and improvement of the software to address the changing integrated justice environment in DuPage County; and

- To incorporate DuPage County State’s Attorney’s Office into our collaborative community of local government participants who share in the overall long-term improvements and enhancements to TechShare.Prosecutor and its related components.
The TechShare.Prosecutor implementation project for DuPage County is structured to provide oversight and direct services necessary to transition the State's Attorney's Office (SAO) from the legacy case management system to the TechShare.Prosecutor software and the related law enforcement and defense components to provide a seamless environment for managing cases and their related Digital Multimedia Evidence (DME).

As a part of this process, the implementation team will determine the data to be converted, close the identified gaps in functionality between the legacy system and TechShare.Prosecutor, connect TechShare.Prosecutor to related systems, and identify current business practices that may need to be modified to utilize functionality available in TechShare.Prosecutor.

In addition to technical and management services, the implementation will include training in two forms:

1. Application training to ensure that allDuPage County SAO staff designated by SAO to use the system are prepared for the use of the new system; and
2. Advanced training for the staff designated by the SAO to provide ongoing local administration of the application.

The implementation effort will include the development of a “go live” plan for two phased implementation, execution of the plan, and support during and post go live period. As part of the “go live” plan, the TechShare project team will set forth a recommendation for the strategy for the first phase of “go live.”

The Go-Live Phase I will include the cutover from the legacy CMS to TechShare.Prosecutor in the State’s Attorney’s Office. The SAO will determine the “go live” approach from one of two strategies:

1. “Big Bang,” whereby the SAO converts from the CMS to TechShare.Prosecutor over a single period (usually a weekend) and transitions to the new system in all the designated business units (see Business Unit list, below). Under this scenario, the legacy CMS will continue to be available for a short period in the event the SAO elects to “roll back” the implementation (safety net approach); or

2. Unit by Unit, whereby the SAO determines the sequence and timing of bringing each Business Unit on the system over a short period (six to eight weeks). Under this scenario, there will be a limited time where the SAO uses both systems (legacy CMS and TechShare.Prosecutor) until all Business Units are on the new system.

The SAO may also elect to implement the use of the Defense Portal for purposes of evidence disclosure and plea agreements working with the Public Defender's Office and other defense attorneys.
The Go-Live Phase II will roll out the use of the Law Enforcement Agency Portal for the submission of information, including Digital Multimedia Evidence (DME), to the SAO.

**Customization Requirements:**

Go-Live Phase I will address the following customization requirements as identified by SAO and the TechShare project team:

- **Search Warrants** – TechShare.Prosecutor will be modified to work in collaboration with the current Search Warrant subsystem within DUCS and will include access to Search Warrant documents through the document interface with DUCS.

- **Felony Screening** – modifications to TechShare.Prosecutor will be completed in order to use the new system for the Felony Screening function, including, as noted above, interaction with the DUCS Search Warrant subsystem. TechShare recognizes that it will be necessary to demonstrate that the Felony Screening functions can be performed as efficiently and effectively as in the legacy system before the SAO will approve this component as part of “go live.”

Go-Live Phase II will address the following customization requirements as identified by SAO and the TechShare project team:

- **Article 36 (Seizures) functionality**
- **Forfeiture functionality**

Any other customization of TechShare.Prosecutor or the related Portals will require a written Change Request to be approved by the parties to this agreement. The standard rate that will be applied is noted in Exhibit A to this agreement.

**Data, Document and DME Conversion:**

The TechShare data migration process is designed in systematic iterations, with targeted conversion runs within each iteration. This approach allows the Business Users to review the transformed data early and often in the new system. This will provide an opportunity for the project team to identify and resolve potential issues in a timely manner.

The objectives of the data migration effort include the following:

- The quality of migrated data must meet or exceed the rules for post-validation.
- The migrated data must support the current needs of the identified business processes and be in compliance with departmental and county regulations and rules. Note: all electronic data, regardless of source, that is currently required to address the needs of the identified business processes will be included in the
migrated data. This could include, but is not limited to: felony screening, drug and grants, victim services and any data from the units described in Exhibit G.

- All of the migrated data to the target system must be compatible. If there are any records that fail, mismatch, and/or dropped, these records must be accounted for and uploaded to the target system until the data conversion reaches the acceptable success rate.

**Data Conversion Steps (Summary):**

1. Evaluate the source and state of existing data
2. Map source data to destination
3. Define data migration business rules
4. Configure reusable TechShare C# data migration application
5. Build validation scripts
6. Perform iterative data migration test runs and validation
7. Generate data migration reports
8. Perform data cleansing
9. Conduct key data migration checkpoint meetings with functional and technical subject matter experts
10. Perform final data migration run
11. Perform final user acceptance validation

**DME Conversion Steps (Summary):**

1. Evaluate the source location of files and any metadata associated with the DME
2. Map required data and metadata to DME table
3. Define DME migration business rules
4. Configure re-usable TechShare C# DME Migration application
5. Configure the C# application to copy the DME to the destination location and insert a record into the database
6. Configure the C# application that validates accuracy of the DME migration
7. Conduct key data migration checkpoint meetings with functional and technical subject matter experts

8. Perform final DME migration run

9. Perform final user acceptance validation

The task and activities table, below, provides examples of the detailed tasks that will be considered as part of the Implementation Plan for Data and DME conversion.
<table>
<thead>
<tr>
<th>Data Conversion Task Name</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide Data Conversion Approach and Strategy</td>
<td>TechShare</td>
</tr>
<tr>
<td>Approve Data Conversion Plan</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Prepare Environment for Source Data Analysis</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Create Data Description Document for Source Data</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Template for Source Data</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Technical environment (operation system and database platform) for Source Data</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Database type (relational or hierarchial) for Source Data</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Data elements</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Data formats and standards</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Data volume</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Vendor or other relevant contact information</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Data dictionaries (ERD Diagrams)</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Screen/Field Mapping specification. Each screen of the legacy system will be listed and each data element on the screen will be mapped to the corresponding field in the database</td>
<td>DuPage County /TechShare</td>
</tr>
<tr>
<td>Future disposition of the legacy system (whether it will be decommissioned or maintained)</td>
<td>DuPage County</td>
</tr>
<tr>
<td><strong>Analyze Data Sources</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Steps for Analysis</strong></td>
<td>TechShare/DuPage County</td>
</tr>
<tr>
<td>TechShare and the SAO will analyze the source data, assess the quality of the data and identify risks that may affect data conversion activities/outcomes. Any scrubbing/cleansing of data will need to be performed at the source database level by the SAO</td>
<td>TechShare/DuPage County</td>
</tr>
<tr>
<td>Data integrity issues</td>
<td></td>
</tr>
<tr>
<td>Recommendations for the extent of inclusion of data source/data element in the conversion</td>
<td>TechShare/DuPage County</td>
</tr>
<tr>
<td>Identify and document issues, risks and barriers that may interfere with the data conversion work stream</td>
<td>TechShare/DuPage County</td>
</tr>
<tr>
<td>Propose recommendations and options for mitigating the identified risks</td>
<td>TechShare/DuPage County</td>
</tr>
<tr>
<td>Create and Approve Data Conversion Strategy Document</td>
<td>TechShare/DuPage County</td>
</tr>
<tr>
<td>Create Conversion Testing Specification Document</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Data Conversion Task Name (Continued)</td>
<td>Responsibility</td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Content of Document</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Data integrity analysis and cleansing methodology</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Data validation methodology</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Timing, sequencing and coordination of the data conversion tasks</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Amount of data (i.e., how far in the past data will be converted)</td>
<td>DuPage County</td>
</tr>
<tr>
<td>The data mapping between each of the source databases and the staging database</td>
<td>DuPage County</td>
</tr>
<tr>
<td>The data mapping between the staging database and the application</td>
<td>DuPage County/TechShare</td>
</tr>
<tr>
<td>All transformations that need to be done between the source database and staging between staging and the final database</td>
<td>DuPage County/TechShare</td>
</tr>
<tr>
<td>Source data filtering rules, including data elements to filter out</td>
<td>DuPage County/TechShare</td>
</tr>
<tr>
<td>Source data attributes used to identify duplicate data from multiple data sources</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Strategy to merge duplicate data from multiple data sources</td>
<td>DuPage County/TechShare</td>
</tr>
<tr>
<td>Source data load sequence and dependencies</td>
<td>DuPage County/TechShare</td>
</tr>
<tr>
<td>Storage requirements for data to be converted</td>
<td>DuPage County/TechShare</td>
</tr>
<tr>
<td>Conversion procedures</td>
<td>TechShare</td>
</tr>
<tr>
<td>Prepare Data Conversion Environment</td>
<td>TechShare</td>
</tr>
<tr>
<td>Create and Approve Data Conversion Specification Document</td>
<td>DuPage County/TechShare</td>
</tr>
<tr>
<td>Approve the Data Conversion Specification Document</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Update Project Work Plan and Schedule</td>
<td>DuPage County/TechShare</td>
</tr>
<tr>
<td>First Conversion</td>
<td>TechShare</td>
</tr>
<tr>
<td>Create Conversion Scripts</td>
<td>TechShare</td>
</tr>
<tr>
<td>Steps for Scripts</td>
<td>TechShare</td>
</tr>
<tr>
<td>Extract source data</td>
<td>TechShare</td>
</tr>
<tr>
<td>Validate the completeness of extracted data</td>
<td>TechShare</td>
</tr>
<tr>
<td>Transform, cleanse, filter out, and merge source data</td>
<td>TechShare</td>
</tr>
<tr>
<td>Map source data to the staging database</td>
<td>TechShare</td>
</tr>
<tr>
<td>Data Conversion Task Name (Concluded)</td>
<td>Responsibility</td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>Load source data into the staging database</td>
<td>TechShare</td>
</tr>
<tr>
<td>Validating converted data</td>
<td>TechShare</td>
</tr>
<tr>
<td>Run First Full Conversion</td>
<td>TechShare</td>
</tr>
<tr>
<td>Test Conversion and Report deficiencies that are not in compliance with the testing specification document</td>
<td>TechShare</td>
</tr>
<tr>
<td>Review Conversion Issues</td>
<td>DuPage County/TechShare</td>
</tr>
<tr>
<td>Second Conversion</td>
<td>TechShare</td>
</tr>
<tr>
<td>Make fixes to Conversion Scripts</td>
<td>TechShare</td>
</tr>
<tr>
<td>Run Second Full Conversion</td>
<td>DuPage County/TechShare</td>
</tr>
<tr>
<td>Test Conversion and Report deficiencies that are not in compliance with the testing specification document</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Review Conversion Issues</td>
<td>DuPage County/TechShare</td>
</tr>
<tr>
<td>Final Conversion</td>
<td>TechShare</td>
</tr>
<tr>
<td>Make fixes to Conversion Scripts</td>
<td>TechShare</td>
</tr>
<tr>
<td>Run Third Full Conversion</td>
<td>DuPage County/TechShare</td>
</tr>
<tr>
<td>Test Conversion and Report deficiencies that are not in compliance with the testing specification document</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Approve Data Quality Assessment Reports, including risks</td>
<td>DuPage County</td>
</tr>
<tr>
<td>AFTER SAO APPROVAL, CONVERSIONS READY TO GO-LIVE</td>
<td>DuPage County</td>
</tr>
</tbody>
</table>
Integration:

The following interfaces will be developed as part of DuPage County’s implementation of TechShare.Prosecutor

1. DUCS: TechShare.Prosecutor will use the standard DUCS Infoservice for case initiation and case updates, including access to court documents that will continue to be stored electronically as part of the Clerk’s system. In addition, DuPage County staff will modify the Search Warrant component of DUCS in collaboration with TechShare to facilitate the review and approval process through TechShare.Prosecutor and to provide access to Search Warrants through the standard DUCS Infoservice.

2. Long Form: At the appropriate time (as determined by DuPage County) in the development of the DuPage County Long Form system (LEADER) for case filing, TechShare will initiate a Change Request for either modify and/or develop the interface(s) with TechShare.Prosecutor.

3. RMS: For those Law Enforcement Agencies using the Hexagon WebRMS, an interface with TechShare.Prosecutor will be developed and implemented in order to obtain relevant documents and incident meta-data. Only documents and meta-data that are not available through DUCS will be transferred to TechShare.Prosecutor through this interface.

4. Digital Media Solution: If Case Guard is acquired for use in DuPage County, TechShare will initiate a Change Request for develop an interface with Case Guard (through standard application programming interfaces) to provide access to Digital Multimedia Evidence that is stored in Case Guard. If there is any duplication between the items stored in Case Guard and those stored in DUCS, the item from DUCS will be used through the integration.

5. DuPage County Jail: With the concurrence of the Sheriff’s Department and the collaboration with the appropriate technical services provider for the software, TechShare will develop an interface that provides the SAO with pertinent jail and custody related information. A written change request may be necessary depending on the level of collaboration from the jail system provider.

TechShare will also provide any interfaces with third-party evidence management systems (such as Evidence.com) currently in use by LEAs at no additional cost to DuPage County. It may be necessary in some cases for DuPage County to enter into an agreement with a third party software/services supplier to use these interfaces.

Any costs associated with or required for the County and/or any third-party vendor to design, develop, test and deploy their connection(s) to the TechShare integrations are outside the scope of this agreement.
The task and activities table, below, provides examples of the detailed tasks that will be considered as part of the Implementation Plan for Integration/Interfaces:

<table>
<thead>
<tr>
<th>Integration/Interfaces Task Name</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Confirm list of Interfaces</td>
<td>DuPage County</td>
</tr>
<tr>
<td>For each interface establish implementation approach</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>Design, build and test interfaces</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>Provide documentation for host system interfaces that includes:</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Business purpose of the interface</td>
<td>DuPage County</td>
</tr>
<tr>
<td>All the data elements provided by the interface</td>
<td>DuPage County</td>
</tr>
<tr>
<td>The communication protocol(s) the interface supports</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Any security needs/requirements for communicating with the interface</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Identify any other technical risks associated with implementing the interface</td>
<td>DuPage County</td>
</tr>
<tr>
<td>The projected volume of data to be transmitted</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Create the Interface Specification Document that includes:</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>The data element mappings between the two systems and other requirements such as filtering,</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>throttling, queuing, retention period, and resending/republishing of messages</td>
<td></td>
</tr>
<tr>
<td>The frequency/trigger at which the interface needs to run</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>Specifications of the data and transport mechanisms required for the Interface transaction</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>such as:</td>
<td></td>
</tr>
<tr>
<td>TCP/IP addresses;</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>Host and other DNS names;</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>Ports and firewalls rules; and</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>Secure networking requirements (e.g., SSL certifications, VPN, etc.)</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>Specifications for monitoring the traffic through the Interface, and reporting requirements</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>If any middleware that needs to be used to manage the interface transactions</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>The data flow diagram</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>Requirements for identification of exception types and exception processing of transactions</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>Specifications for downtime and recovery strategy</td>
<td>TechShare/Dupage County</td>
</tr>
</tbody>
</table>
### Integration/Interfaces Task Name

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>System administrator account provisioning requirements for Interface access and control</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>Bandwidth requirements based on transaction volumes</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>Develop Interface Test Plan that includes:</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>The testing tools used to test the interface</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>Identification and documentation of relevant test scenarios for the Interface</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>Test scripts (including test script for reviewing historical data where applicable) for the Interface</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>The test conclusion criteria</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>Develop Interface based on the Interface Specification Document that includes all development/configuration changes in the Application</td>
<td>TechShare</td>
</tr>
<tr>
<td>Test Interface based on the test scenarios and other conditions specified in the Interface Test Plan document</td>
<td>DuPage County</td>
</tr>
<tr>
<td>After any changes required, retest and finalize</td>
<td>TechShare/Dupage County</td>
</tr>
<tr>
<td>AFTER SAO APPROVAL, INTERFACES READY TO GO-LIVE</td>
<td>DuPage County</td>
</tr>
</tbody>
</table>

### Software and Hardware Specifications:

Due to the nature of TechShare.Prosecutor being a web-based application, it does not require any separately licensed third-party software to operate. All users approved by the County can access the software through an Internet Browser with a connection to the Internet sufficient to support the use of the system (see Network Requirements, below). TechShare does have partnerships with software vendors, such as CSI and Extract Software, to support document scanning, OCR and redaction capabilities in the application, if DuPage County wishes to explore those options. However, these products are not required for successful implementation of TechShare.Prosecutor in DuPage County nor are their costs included in the scope of this agreement.

It is understood that DuPage County may continue to operate a document scanning/imaging function for paper filings that are submitted to the SAO. TechShare supports standard document scanning integration and will include the services necessary to integrate the SAO's document scanning operation with TechShare.Prosecutor.
Network Requirements:

The TechShare.Prosecutor solution and its associated components serve many different types of transactions which sometimes require unique criteria for processing. At minimum, the recommended that the network speed operate at the following speeds to support these transaction categories:

<table>
<thead>
<tr>
<th>Transaction Type</th>
<th>Network Speed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Browsing</td>
<td>Minimum 10 mbps</td>
</tr>
<tr>
<td>Uploading and Downloading Videos</td>
<td>Minimum 50 mbps</td>
</tr>
</tbody>
</table>

Hardware Requirements:

It is recommended that TechShare.Prosecutor users operate the application on a machine with the following specifications:

<table>
<thead>
<tr>
<th>Specifications (minimum)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Windows 7 Pro</td>
<td>63 bit, i3 or greater processor</td>
</tr>
<tr>
<td>Random Access Memory (RAM)</td>
<td>4GB</td>
</tr>
<tr>
<td>Hard Drive (HD)</td>
<td>80GB</td>
</tr>
</tbody>
</table>

Storage Recommendations and Requirements:

TechShare.Prosecutor, the Law Enforcement Portal and TechShare.Defense are all hosted in the Microsoft Azure Private Government CJIS Compliant Cloud (see specific information above). All DME, including documents, photographs, audio files, video files and the like, will be stored in the Cloud as part of the TechShare.Prosecutor solution.

The estimated Hosting Fees shown in Exhibit A includes storage for the current and anticipated DME requirements based on the case workload and history information provided by DuPage County. DuPage County may elect to include hosting and storage services in this agreement at cost through the Urban Counties’ agreement with Microsoft for Azure hosting services. In addition to storing all DME associated with current cases, the SAO may elect to store historical DME that is associated with prior, disposed, and historical cases.
TechShare.Prosecutor will include a mechanism to migrate DME to the Microsoft Azure Private Government CJIS-compliant Cloud as part of the data migration process and on a case-by-case basis. In order to store DME in the Cloud environment provided through the Urban Counties, the DME must be associated with a case, either an active or historical (disposed) case. There are no provisions in this agreement for a general content or document storage system for information needed for the general operation of the SAO. Only storage of case related documents and information are contemplated in this agreement.

**Testing**

The TechShare approach to system testing is based on getting SAO staff “hands on the keyboard” as early and often as possible during the implementation process. As noted in the summary Project Plan, below, training will be provided by TechShare staff for the SAO’s project personnel and key staff beginning in the second month of the project so the SAO can participate in testing the software as it evolves from initial deployment through configuration, customization and data conversion.

Finally, the project schedule will provide ample time for final “smoke testing” with all the “parts and pieces” of the total system in place and an acceptance testing period during which the SAO makes the final “go or no go” decision regarding the “go live” date for Phase 1.

A similar, but compressed, final testing process will be conducted with the Law Enforcement Agencies and Defense Attorneys in order to prepare for the Phase 2 “go live.”

The task and activities table, below, provides examples of the detailed tasks that will be considered as part of the Implementation Plan for Testing:
<table>
<thead>
<tr>
<th>Testing Task Name</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Develop Testing Plan</td>
<td>TechShare</td>
</tr>
<tr>
<td>After SAO Plan updates, approve Testing Plan</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Provide System Validation training</td>
<td>TechShare</td>
</tr>
<tr>
<td>Identify all the Application Requirements on Server and Desktops</td>
<td>TechShare</td>
</tr>
<tr>
<td>Identify all Network Printers correctly attached</td>
<td>TechShare</td>
</tr>
<tr>
<td>Identify all EMAIL settings correctly setup</td>
<td>TechShare</td>
</tr>
<tr>
<td>Identify Active Directory settings correctly setup</td>
<td>TechShare</td>
</tr>
<tr>
<td>Provide use cases to test for printing</td>
<td>TechShare</td>
</tr>
<tr>
<td>Provide use cases to test for email messages</td>
<td>TechShare</td>
</tr>
<tr>
<td>Provide use cases to test for Active Directory integration</td>
<td>TechShare</td>
</tr>
<tr>
<td>Conduct System Validation using the test scripts and test scenarios and identify any defects</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Correct testing defects</td>
<td>TechShare</td>
</tr>
<tr>
<td>Approve system validation testing</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Testing Task Name (Concluded)</td>
<td>Responsibility</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------------------------</td>
<td>------------------------------</td>
</tr>
<tr>
<td>Prepare for User Acceptance Testing including setup of all environments</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Identify use cases to test for SAO Functionality related to, but not limited to</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Case Initiation</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Case Updates</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Case Processing</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Calendar</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Workflow</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Integration</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Documents</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Searches/Reports/Dynamic Views</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Perform User Acceptance Testing and identify any defects</td>
<td>TechShare</td>
</tr>
<tr>
<td>Correct User Acceptance Testing defects</td>
<td>TechShare</td>
</tr>
<tr>
<td>Perform Integration Testing and identify any defects</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Correct Integration Testing defects</td>
<td>TechShare</td>
</tr>
<tr>
<td>Perform Regression Testing (after every upgrade)</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Regression tests are done to identify all the basic functionality of the system works after every upgrade</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Identify use cases to identify basic functionality to test eSAO upgrade</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Where possible, develop automated Selenium Scripts to do regression test</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Run Regression Tests</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Identify Load testing scenarios</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Develop Load testing scripts</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Develop automated to scripts based on Load testing scenarios to simulate concurrent users performing different functions in the system</td>
<td>TechShare</td>
</tr>
<tr>
<td>Perform Load Testing</td>
<td>TechShare/DuPage County</td>
</tr>
<tr>
<td>APPROVE TESTING</td>
<td>DuPage County</td>
</tr>
</tbody>
</table>
Project Plan:

- **Project Initiation**

  The beginning of the project will include a Kick-Off Meeting with the Implementation Team to review project scope, plan, expectations and deliverables. Through a collaborative process with DuPage County staff, TechShare staff will revise the project plan and schedule, as necessary; develop a staffing plan for DuPage County resources; and build the first iteration of the project risk register.

- **Business Analysis**

  Developing technical solutions begins with defining, analyzing and documenting requirements. During this stage, the project team will document how processes and procedures currently operate and how the processes and procedures will function following implementation. All required forms and reports will be configured in the system so DuPage County can see how their case files will be built within TechShare.Prosecutor.

- **Technical Analysis**

  This phase includes configuring the application infrastructure, initiating data migration, and developing interfaces and integration points. Any customization will also be completed during this phase.

- **Go-Live**

  As part of Go-Live activities, there will be two sets of Smoke Testing and User Acceptance Training (UAT). The SAO will implement TechShare.Prosecutor in two phases.

  Phase I Go-Live will include cutover from the CMS to TechShare.Prosecutor and final data migration.

  Phase II will include rollout of the application to 20 law enforcement agencies and implementing additional functionality including Article 36 (seizures) and forfeitures. Note: if any law enforcement agencies are willing to “pilot” the use of the Law Enforcement Portal that is part of TechShare.Prosecutor and they are not using and do not intend to use Hexagon’s WebRMS, the SAO may elect to include these agencies in the Phase I Go-Live.
• Production Support

Ongoing support will be provided by the TechShare project team throughout the life of the project. Onsite support will also be provided at Go-Live and for four weeks thereafter. At that point, with DuPage County SAO approval, production support will be provided in accordance with the Production Support Plan.

• Stakeholder Checkpoints

There will be a minimum of four Stakeholder Checkpoints to provide project status updates and ensure alignment between the project team and the SAO. Additional checkpoints may be scheduled as necessary to ensure all risks are mitigated and all issues are resolved on a timely basis.

On the next page is a diagram of the overall project schedule and milestones.
<table>
<thead>
<tr>
<th>Major Tasks</th>
<th>Workstreams</th>
<th>Nov 18</th>
<th>Dec 18</th>
<th>Jan 19</th>
<th>Feb 19</th>
<th>Mar 19</th>
<th>Apr 19</th>
<th>May 19</th>
<th>Jun 19</th>
<th>Jul 19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>Initiation</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Stakeholder Checkpoints</td>
<td></td>
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### Implementation Deliverables:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Description</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementation Plan</td>
<td>Describes the activities and associated timeline to ensure adequate preparation has taken place for a successful transition of the TechShare.Prosecutor application into a production environment.</td>
<td>Month 1</td>
</tr>
<tr>
<td>TechShare.Defense Implementation Strategy</td>
<td>Describes the activities and associated timeline to ensure adequate preparation has taken place for a successful transition of the TechShare.Defense application into a production environment.</td>
<td>Month 1</td>
</tr>
<tr>
<td>LEA Portal Implementation Strategy</td>
<td>Describes the activities and associated timeline to ensure adequate preparation has taken place for a successful transition of the LEA application into a production environment.</td>
<td>Month 1</td>
</tr>
<tr>
<td>Environment Strategy</td>
<td>Describes the environment strategy that will be used in the County (e.g., Staging, Test, Production environments)</td>
<td>Month 1</td>
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<tr>
<td>Integration Plan</td>
<td>Describes the activities required to successfully integrate with other systems.</td>
<td>Month 1</td>
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<tr>
<td>DME Management Strategy</td>
<td>Describes the strategy for storing and accessing the Digital Multimedia evidence locally (e.g., Storage Area Network, Document Management Strategy)</td>
<td>Month 1</td>
</tr>
<tr>
<td>Data Migration Strategy</td>
<td>Describes the strategy for migrating historical case data into the TechShare.Prosecutor application.</td>
<td>Month 1</td>
</tr>
<tr>
<td>Business Process Models</td>
<td>Describes the strategy and format of the as-is and to-be business models.</td>
<td>Month 1</td>
</tr>
<tr>
<td>Training Strategy</td>
<td>Describes the strategy for training the users of the application.</td>
<td>Month 1</td>
</tr>
<tr>
<td>Deliverable</td>
<td>Description</td>
<td>Due Date</td>
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<tr>
<td>Cutover Strategy</td>
<td>Describes the strategy to loading data and retiring existing applications.</td>
<td>Month 2</td>
</tr>
<tr>
<td>Production Support Plan</td>
<td>Describes the obligations and duties and the associated support roles and responsibilities for Production Support.</td>
<td>Month 2</td>
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<tr>
<td>Future Release Adoption Plan</td>
<td>Describes the strategy for the County to receive future versions of the application.</td>
<td>Month 2</td>
</tr>
<tr>
<td>Smoke Test Checklist</td>
<td>Describes the activities required for a successful smoke test (e.g., processing 200 cases, processing mental health cases, recording Grand Jury results for 20 dockets).</td>
<td>Month 3</td>
</tr>
<tr>
<td>Go-Live Checklist</td>
<td>Describes the activities required for a successful Go-Live (e.g., data migrated, environment configured, necessary signoffs).</td>
<td>Month 3</td>
</tr>
<tr>
<td>Go-Live Acceptance</td>
<td>Describes the activities required for go-live acceptance for both Phase I and Phase II (e.g., necessary signoffs).</td>
<td>Month 4</td>
</tr>
<tr>
<td>Production Support Plan</td>
<td>Describes the roles and responsibilities for the on-site support after go-live.</td>
<td>Month 4</td>
</tr>
<tr>
<td>Completed Configuration</td>
<td>Software fully-configured for DuPage County</td>
<td>Month 5</td>
</tr>
<tr>
<td>Converted Data</td>
<td>Legacy Data, including DME, converted and deployed in TechShare.Prosecutor</td>
<td>Months 6 and 8</td>
</tr>
<tr>
<td>Customization</td>
<td>Four enhancements identified in Agreement</td>
<td>Months 5 and 7</td>
</tr>
<tr>
<td>Integrations</td>
<td>Working connections to Systems identified in Agreement</td>
<td>Month 5</td>
</tr>
<tr>
<td>Go Live – Phase 1</td>
<td>Successful Cutover in State's Attorney's Office</td>
<td>Month 6</td>
</tr>
<tr>
<td>Go Live – Phase 2</td>
<td>Successful Cutover in Law Enforcement Agencies and Defense</td>
<td>Month 8</td>
</tr>
</tbody>
</table>
Training:

TechShare staff will work with DuPage County's business analysts and subject matter experts to collect detailed information on potential users, their roles and learning styles, and the County's training capabilities. The output of the training assessment includes a recommended training approach.

TechShare staff will develop and provide role-specific training materials to be used as part of the go live training. During the implementation project, TechShare ensures the training materials are up to date and inclusive of newly developed software features.

TechShare staff will collaborate with DuPage County to ensure ample amount of resources are equipped as trainers to participate in training execution. A joint team of trainers comprised of both TechShare and DuPage County resources will collaborate on the execution of training as required for production deployment and in accordance with specifics defined in the training plan.

After Go-Live, and as part of support activities, TechShare staff will deliver updated core training materials as features are added or changed that DuPage County can incorporate into the role-based training materials created during the Implementation project.

During on-site training periods, TechShare will provide up to 5 full-time employees for up to five (5) days, not to exceed 8 hours per day, over each of the two 4-week training periods to support training for the implementation of TechShare. Prosecutor and the LEA and Defense Portals in DuPage County.
## Training Resources and Responsibilities:

<table>
<thead>
<tr>
<th>Resource</th>
<th>Source</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>TechShare</td>
<td>• Schedules and manages training sessions related to implementation.</td>
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<td>• Ensures training deliverables are met on time.</td>
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<td>• Manages Go-Live training schedule.</td>
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<td>• Ensures training meets TechShare's training standards.</td>
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<tr>
<td>Trainer</td>
<td>TechShare</td>
<td>• Uses course outline to compile core content into custom training material.</td>
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<td>• Adds county-specific information to training materials as needed.</td>
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<tr>
<td>Content Creator</td>
<td>TechShare</td>
<td>• Creates core content based on system functionality.</td>
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<td>• Modifies core content for implementation to fit DuPage County's specific training needs.</td>
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<td>• Creates supplemental training material to support overall training plan.</td>
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<tr>
<td>County Training Administrator</td>
<td>DuPage County</td>
<td>• Collaborates with the TechShare Training Manager to ensure DuPage County training needs are met.</td>
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<td>• Determines DuPage County Resources that will help with the training effort including Train the Trainer.</td>
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<td>• Works with DuPage County Managers to ensure that staff are scheduled and attend training classes.</td>
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<tr>
<td>County Trainers</td>
<td>DuPage County</td>
<td>• Works with TechShare to conduct training per the training plan.</td>
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<td>• This may include training assistance and/or leading class.</td>
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<td></td>
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<td>• Help with small group training and refreshment training.</td>
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<td>• Conduct on-going training for DuPage County users after the implementation project.</td>
</tr>
<tr>
<td>County Power Users</td>
<td>DuPage County</td>
<td>• Users with advanced proficiency in application (results of project training activities).</td>
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<td>• Power users typically exist in each distinct business unit, assist with end user training, and provide additional support specific to business unit job functions.</td>
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<td>• At least one power user for a given role defined at a job location.</td>
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<td>• Power users also assist with onboarding new resources in post-production.</td>
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</table>
The task and activities table, below, provides examples of the detailed tasks that will be considered as part of the Implementation Plan for Training:

<table>
<thead>
<tr>
<th>Training Task Name</th>
<th>Responsibility</th>
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</thead>
<tbody>
<tr>
<td>The agency's subject matter experts and in-house help desk personnel will be</td>
<td>DuPage County</td>
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<tr>
<td>trained at each step of the implementation. The in-house Help Desk personnel</td>
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<tr>
<td>must be ready to provide help during the roll-out and help train new personnel</td>
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<tr>
<td>The agency's train-the-trainers will take charge after the configuration is</td>
<td>DuPage County/TechShare</td>
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<tr>
<td>completed. (The have to train the users on the configured system.)</td>
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<tr>
<td>Provide basic user documentation-</td>
<td>TechShare</td>
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<tr>
<td>Log-In</td>
<td>TechShare</td>
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<tr>
<td>Navigation</td>
<td>TechShare</td>
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<tr>
<td>Directory</td>
<td>TechShare</td>
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<tr>
<td>Contact Groups</td>
<td>TechShare</td>
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<tr>
<td>Calendar and scheduling events</td>
<td>TechShare</td>
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<tr>
<td>Case views</td>
<td>TechShare</td>
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<tr>
<td>Case initiation</td>
<td>TechShare</td>
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<tr>
<td>Notes Library and Case Notes</td>
<td>TechShare</td>
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<tr>
<td>Docket, Minutes and disposing changes</td>
<td>TechShare</td>
</tr>
<tr>
<td>Checklists</td>
<td>TechShare</td>
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<tr>
<td>Workflow and time standards</td>
<td>TechShare</td>
</tr>
<tr>
<td>Digital MultiMedia Evidence Management</td>
<td>TechShare</td>
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<tr>
<td>Law Enforcement Portal</td>
<td>TechShare</td>
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<tr>
<td>Defense Portal</td>
<td>TechShare</td>
</tr>
<tr>
<td>Prepare for end-user training</td>
<td>DuPage County</td>
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<tr>
<td>Create course curriculum for each role using the configured screens and workflows.</td>
<td>DuPage County</td>
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<tr>
<td>Typically, this includes a basic user training course that covers the subjects</td>
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<td>listed as documents above and a specific business area course</td>
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<tr>
<td>Prepare the training schedule, arrange for the facilities and notify the end</td>
<td>DuPage County</td>
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<tr>
<td>users</td>
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<tr>
<td>Train the users</td>
<td>DuPage County/TechShare</td>
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Understandings

- Cost estimates do not include local technical infrastructure, server or computer costs. DuPage County is expected to supply the appropriate equipment and networking capabilities as documented above as part of the agreement.

- Memorandums of Understandings (MOU’s) will be utilized to help define and understand the type and exchange of information between county and other stakeholders, such as local law enforcement agencies. Samples will be provided for DuPage County’s handling.

- The SAO is responsible for the quality of the data being provided by the external systems (e.g., LEA RMS, Court Case Management System).

- SAO resources will be available as per the implementation plan. A description of the suggested roles and responsibilities of the SAO resources is shown in Exhibit F, below.

- The SAO will provide office space and meeting room facilities and network connectivity, including Internet access, to the project team as needed.

- A change control process established during project initiation will manage additions or changes to the project scope. Any change control requests that can be completed without increasing the overall cost of the implementation agreement can be approved by the SAO executive designated by the SAO and the TechShare Program Director. Any change control requests that will increase the overall cost of the implementation must be incorporated into the agreement as an amendment to the cost (fees) and statement of work (Exhibit C).

- The change control process also applies to software enhancements identified during implementation. Enhancements are defined as improvements to the software or additions to the functionality of the software that are not already identified in this agreement. This does not include improvements and/or additional in functionality that are provided by TechShare as part of the overall maintenance and operations program in quarterly software releases that are managed by the participating counties.

- The change control process also applies when onboarding additional departments to the application other than those specified in Exhibit G, below.
<table>
<thead>
<tr>
<th>Functional Capabilities (Basic)</th>
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<tbody>
<tr>
<td>1. Add Charging Language</td>
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<td>2. Add Defense Portal Participants</td>
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<td>3. Automatically generates of notices, correspondences, letters, etc.</td>
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<td>4. Built In Ad-Hoc Reporting</td>
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<td>5. Can inquire on officer name to obtain their badge #</td>
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<tr>
<td>6. Complete Submission Packet Checklist</td>
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<tr>
<td>7. Court filing via e-filing (i2File or Tyler) and direct filing in court. The creation of documents and immediate filing with DUCS.</td>
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<tr>
<td>8. Create / Submit Incidents</td>
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<td>9. Create Grand Jury Subpoena Requests</td>
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<td>10. Create Virtual Filing Cabinets / Dynamic Views</td>
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<tr>
<td>11. Create Work Product Notes</td>
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<tr>
<td>12. Custom Report Development - by TS</td>
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<td>13. Customer Report Development tools for SAO</td>
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<tr>
<td>14. Digital Media Management</td>
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<tr>
<td>15. Discovery / Disclosure - Facilitate the entire process for both felony and misdemeanor cases.</td>
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<td>16. Display Court Settings</td>
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<tr>
<td>17. Document Generation and interface between TS and DUCS</td>
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<tr>
<td>18. Electronic Filing with Court - Both direct file and efile Create documents and file directly with DUCS. Also, the metadata within the document (ex. Capture filing attorney, scheduling, etc.)</td>
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<tr>
<td>19. Enhanced Searching Capability</td>
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<td>20. Essential Case Management including case creation, case updates, defendant and all related parties and entities, court information, scheduling, dispositions and associated activities (ex. Case impounded, expunged, sealed, appeals, etc.)</td>
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<tr>
<td>21. Export Contact List</td>
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<td>22. Facilitate case assignments</td>
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<tr>
<td>23. Felony Screening - Manage felony screening - including approval and capture of charge information</td>
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<tr>
<td>24. Generate Ad-Hoc Reports</td>
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<tr>
<td>25. Generate and Track Emails Within the Application</td>
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<tr>
<td>Functional Capabilities (Basic)</td>
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<tr>
<td>List Name</td>
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<tr>
<td>Cover Sheet Police Report - SAO</td>
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<tr>
<td>Criminal History Cover Sheet</td>
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<tr>
<td>Criminal Subpoena Must Appear Notice</td>
</tr>
<tr>
<td>Criminal Subpoena on Call Notice</td>
</tr>
<tr>
<td>Defendant’s Copy - Police Report</td>
</tr>
<tr>
<td>DHS TITLE XX TOTALS</td>
</tr>
<tr>
<td>Disclosure</td>
</tr>
<tr>
<td>Disposition Sheet</td>
</tr>
<tr>
<td>Current CMS Functions</td>
</tr>
<tr>
<td>-----------------------</td>
</tr>
<tr>
<td></td>
</tr>
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<td></td>
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<tr>
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<tr>
<td>Current CMS Functions</td>
</tr>
<tr>
<td>-----------------------</td>
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<tr>
<td></td>
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<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
### Current CMS Functions

<table>
<thead>
<tr>
<th>List Name</th>
<th>Common Name</th>
<th>Trigger for Generation</th>
<th>Process</th>
<th>Notes / Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>VOCA - Victim of Crime Act Progress Report</td>
<td>VOCA Grant report for Children's Center Cases</td>
<td>Manually generated by ASA or Secretary</td>
<td>Used for grant reporting</td>
<td></td>
</tr>
<tr>
<td>Witness List</td>
<td>Witness List</td>
<td>Witness info entered CMS</td>
<td>Auto print in batch</td>
<td>printed in case and used by records for cross reference</td>
</tr>
</tbody>
</table>

Note: During implementation, DuPage County and TechShare will collaborate on the most effective ways to meet the requirements needed to retire the legacy CMS. The triggers, processes and notes described above will be updated through a no cost change request to record the methods and means by which TechShare will address the requirements.
Permissions

Administration
Add DME Upload Type
Add Evidence Request Configurations
Add Lab Roles
Add Lab Users
Add LEA Roles
Add LEA Users
Add NCIC Codes
Add Printer
Add Roles
Add Submission Checklist Items - Only one list is maintained over all organizations if multiple organizations exist.
Add Task Groups
Add Task Type
Add User
Add Victim Classification Category
Add Victim Classification Type
Add/Edit Bail Bond Company
Add/Edit Charging Language Paragraph Enhancements
Add/Edit Charging Language Paragraph Templates
Add/Edit Common Witness Disposition
Add/Edit Common Witnesses
Add/Edit Court Setting Types
Add/Edit Defense Attorney
Add/Edit Document Templates
Add/Edit Dynamic Views
Add/Edit Intake Groups
Add/Edit Probation Term Types
Add/Edit Program
Add/Edit Program Decision
Add/Edit Program Disposition
Add/Edit Program Reason
Add/Edit Program Types
Add/Edit Prosecution Units
Add/Edit Punishment Range Types
Add/Edit Special Finding Types
Add/Edit Tokens
Add/Edit Work Product Note Types
Add/Edit Workflow
Admin - Update Case Grand Jury - Updating a case's grand jury information will not send any integration messages. Only Admins should have access.
Assign User Role

Tarrant – DuPage ILA 20181026
Administration (continued)

Bulk Export Charging Language Template
Bulk Export NCIC Codes
Bulk Import Charging Language Template
Bulk Import NCIC Codes
Case Number Settings
Create/Delete Case Tags
Delete Charging Language Template
Delete Document Templates
Delete Lab Roles
Delete LEA Roles
Delete Roles
Delete Task Groups
Delete Tokens
Delete User
Delete Work Product Notes (All) - Delete all work product notes (not just ones the user has authored).
Edit Agency
Edit DME Upload Type
Edit Evidence Request Configurations
Edit Grand Jury Docket Columns
Edit Lab Roles
Edit Lab User
Edit Lab User Password
Edit LEA Roles
Edit LEA User
Edit LEA User Password
Edit My Profile
Edit NCIC Codes
Edit Organization Configuration
Edit Printer
Edit Roles
Edit Task Groups
Edit Task Type
Edit User
Edit Victim Classification Category
Edit Victim Classification Type
Edit Work Product Notes (All) - Edit all work product notes (not just ones the user has authored).
For Developers Only - Request Incident Using XML Response
Outbound Integration Configuration
Test Send Email
View Agencies
Administration (continued)
View All Restricted - Admin only. Can view any restricted case.
View Bail Bond Company
View Charging Language Template
View DME Upload Type
View Document Templates
View Evidence Request Configurations
View Intake Groups
View Lab Roles
View Lab Users
View LEA Roles
View LEA Users
View NCIC Codes
View Printers
View Private Cases - Access to cases marked private. User still must be a part of the prosecution unit or intake group assigned to the case in order to view the case.
View Probation Term Types
View Program
View Program Decision
View Program Disposition
View Program Disposition Reason
View Program Types
View Prosecution Units
View Roles
View Special Finding Types
View Submission Checklist Items - Only one list is maintained over all organizations if multiple organizations exist.
View Task Groups
View Task Type
View Tokens
View Users
View Victim Classification Category
View Victim Classification Type
Appellate Case
Add Appellate Case
Add Appellate Case Work Product Note
Add States Brief Motion for Extension Date
Add/Edit Appellate Case DME - User has permission to Add/Edit
Appellate Case DME
Delete Appellate Case DME - User has permission to delete Appellate Case DME
Delete Appellate Case Work Product Note
Edit Appellate Case
Edit Appellate Case Work Product Note
Edit States Brief Motion for Extension Date
Search for Appellate Case
View Appellate Case
View Appellate Case DME - User has permission to view Appellate Case DME
View Appellate Case Work Product Note
Case
Add Case Calendar Event - Add calendar events from the calendar on
the view case page.
Add Case Lookups
Add Deferred Prosecution Eligibility
Add External Link Cases
Add Tags to Case
Add/Edit Be On the Lookout (BOLO) List
Add/Edit Brady Officers - User has permission to add/edit Brady Officers.
Add/Edit Case Program
Add/Edit Vehicle
Add/Edit Case Pin
Agree to Reset
Assign Justice User - Assign justice users as participants on a case
Auto assign prosecutor on court update (excludes court assignment
message which will always auto assign)
Change User - When windows authentication is not selected, allows the
user to change the current user.
Clone Case
Create Case - Generate XML of case.
Create New Defendant
Criminal Case Filing Message - Manual
Delete Be On the Lookout (BOLO) List
Delete Case - The Case can be deleted in the initial status only as
defined in the workflow.
Delete Case Calendar Event - Delete calendar events from the calendar
on the view case page.
Delete Case Link
Delete Case Lookups
Delete Case Pin
Delete Case Program
Delete External Case Link
Delete Vehicle
Detailed Search
Edit Case
Edit Case Number
Edit Cause Number
Edit External Case Link
Expunge Misused Identity - Edit Defendant
Expunge Misused Identity - Transfer Case to Existing Defendant Record
File Case from Action Menu - File a case from the an option on the More
Action menu. This action does not transition the case to the state.
Case (continued)
Generate Pack & Go
Import Charges - Import one or multiple charges from XML and display on the quick entry page.
Import from Jail Data Varification - Display a page with bookings from jail/court
Link Cases
Moves charges from one case to another.
Not Agree to Reset
Quick Entry
Quick Search
Recent case activity tab on the home page.
Refile Case - Creates a copy of the case with a different case number and links the two cases together with a link type of Refile.
Re-Indict Case - Creates a copy of the case with a different case number and links the two cases together with a link type of Reindictment.
Remove Brady Officers - User has permission to remove Brady Officers.
Remove Deferred Prosecution Eligibility
Remove Tags from Case
Request Incident - Import incident data and display on quick entry page using an IEPD defined by County.
Resend Criminal Court Case Filing Message
Search for Defendant
Transition Case - General permission to transition a case. Individual transitions have their own permission on the Role page.
View Be On the Lookout (BOLO) List
View Brady Officers - User has permission to view Brady Officers.
View Case
View Case Actions (dynamic lookup) - Requires dynamic lookup services to be enabled and configured.
View Case Calendar - View the case calendar on the case page.
View Case Events
View Case Lookups
View Case Program
View court settings on the case page.
View Dashboard - View the dashboard and all associated tabs.
View Dynamic View - General permission to view a dynamic view. Individual dynamic view permissions are on the role.
View EFiles
View External Case Links
View Participants - View case and Iea participants on the case page.
View prosing on the case page.
View Tags
View vehicles on the case page.
View Victims/Witnesses - View witnesses and victims on the case page.
Case Flags
Allow/Prevent Case Reassignment Flag
Flag as Appealed
Flag as Grand Jury Waiver
Flag as High Priority
Flag as Non-Disclosure
Flag as Private
Flag as Ready to File
Flag as Ready to Schedule
Flag as Restricted
Flag As Victim Advocate Complete
Flag As Victim Witness Coord Complete
Flag Charge For Deferral
Flag Charge For Diversion
Flag Charge for Expunction - Once a charge is flagged for expunction, it is available to be expunged after 30 days.
Remove Appealed Flag
Remove Expunction Flag from Charge
Remove Flag For Deferral
Remove Flag For Diversion
Remove Flag for Ready to File
Remove Flag for Ready to Schedule
Remove High Priority Flag
Remove Non-Disclosure Flag
Remove Restricted Flag
Remove Waiver Flag
Charge
Accept Charge - Prosecution action
Add Charge
Add Existing Charges - Merge two cases if the cases are accepted and have the same SID.
Add/Edit Punishment Range to Charge - User has permission to add/edit punishment range to a charge.
Change Charge - Prosecution action
Clone Charge
Delete Charge - Deletes the charge and any associated properties (prosec, victims, witness disposition plea offer, etc).
Edit Charge
Edit Incident Number
Edit Offense Report Number
Edit TRN/TRS
Expunge Charge - A charge can be expunged after it has been flagged for expunction for 30 days.
Reactivate Charge - Reactivate a charge that has been transferred.
Reject Charge - Prosecution action
Remove Punishment Range from Charge - User has permission to remove punishment range from a charge.
Reorder Charges - Reorder charges from the prosing section.
Return Charge - Prosecution action
Transfer Charge - Transfer a charge from one case to another. The user can select DME and work product notes to transfer.
View Charge
View Punishment Range from Charge - User has permission to view punishment range from a charge.
Charging Language
Add Charging Language Paragraph
Delete Charging Language Paragraph
Edit Charging Language Paragraph
Reorder Charging Language Paragraph
Civil Case - Protective Order
Assign Protective Order - Assigning a protective order to prosecution unit, intake group, prosecutor, intake attorney, etc. From more actions.
DME - Set All Eligible DME to Discoverable for Protective Order
DME - Set DME Discoverability for Protective Order
Emergency Protective Order - Add - User has permission to Add
Emergency Protective Orders
Emergency Protective Order - Delete - The Emergency Protective Order can be deleted.
Emergency Protective Order - Edit - User has permission to Edit
Emergency Protective Orders
Emergency Protective Order - View - User has permission to view
Emergency Protective Order
Protective Order - Add - User has permission to Add Protective Orders
Protective Order - Delete - The Protective Order can be deleted.
Protective Order - Edit - User has permission to Edit Protective Orders
Protective Order - Transition - General permission to transition a protective order. Individual transitions have their own permission on
Protective Order - View - User has permission to view Protective Order
Court Setting
Add/Edit Court Setting To Case
Delete Court Settings from Case

Defendant
Add Mugshot
Add/Edit Defendant Address
Add/Edit Defendant Alias
Add/Edit Defendant Employer
Add/Edit Scars, Marks, Tattoos & Amputations
Attach Defendant Profile - Attach defendant profile (suspect profile) to case.
Defendant Profile - View defendant profile (suspect profile).
Delete Defendant Alias
Delete Scars, Marks, Tattoos & Amputations
Edit Mugshots
View Bond Information (dynamic lookup) - Requires dynamic lookup services to be enabled and configured.
View Bookings (dynamic lookup) - Requires dynamic lookup services to be enabled and configured.
View Criminal History
View Defendant (dynamic lookup) - Requires dynamic lookup services to be enabled and configured.
View Defendant Alias
View Mugshot (dynamic lookup) - Requires dynamic lookup services to be enabled and configured. 'View Mugshot' must be turned off.
View Mugshots
View Warrants (dynamic lookup) - Requires dynamic lookup services to be enabled and configured.
Defense Portal
Approve Defense Attorneys

Discovery
Add Discovery Notes
Delete Discovery Notes
Edit Discovery Notes
View Discovery Notes

Disposition
Add Dispositions
Delete Dispositions
Edit Dispositions
View Dispositions
DME
Add Bulk Comments to DME
Add DME
Add DME Tags to DME - User has permission to add DME tags to DME
Add Evidence Request From Task
Add Physical Evidence
Add Scanned DME
Add/Edit DME Tags - User has permission to Add/Edit DME tags
Allow Redacting
Allow Video Transcoding
Attach Redacted - Attach the redacted version of DME back to the case.
Bulk Evidence Request Update
Check In Physical Evidence Status
Check Out Physical Evidence Status
Copy DME
Create Evidence Request
Create Service Request
Delete DME
Delete DME Tags - User has permission to delete DME tags
Delete Evidence Request
Delete Physical Evidence
Delete Redacted Version
Delete Service Request
Edit DME
Edit Evidence Request
Edit Physical Evidence
Edit Service Request
EFile
Evidence.com: Attach Bulk DME to a Case
Evidence.com: Attach Individual DME to a Case
Evidence.com: Download DME
Export DME
Generate Separator Sheet
Move DME
Print Evidence Label
Reset Redaction - Resets a redaction already in progress. Reserve for admin use only.
DME (continued)
Review Redactions
Review/ Edit Redactions
Send for Redaction
Send Reminder for Evidence Request
Set All Eligible DME to Discoverable
Set DME Discoverability
View DME
View Documents in Accusoft Preview Window - View Documents in Accusoft Preview Window
View Evidence Request
View Physical Evidence
View Service Request

Document Generation
Attach and Print Complaint & Info
Attach and Print Generated Document (File Services)
Attach Complaint & Info
Attach Document (from Accusoft Preview) - Generate and attach documents straight to a case.
Attach Generated Document (File Services)
Finalize Grand Jury Attach Documents
Finalize Grand Jury Print Documents
Generate Bulk Filing Documents - A dynamic view bulk action that generates a zip file with the Information and Complaint document and attached PC Affidavit and Arrest Warrant DME.
Generate Case Documents
Generate Editable Case Documents
Generate Grand Jury Results Document
Generate Grand Jury Summary Packet
Print Generated Document (File Services)
Download
Export Charging Language To PDF
Export Defense Attorney Contact List
Export LEA Users Contact List
Export NCIC Codes To PDF
File Configuration
Add File IO Configuration
Delete File IO Configuration
Edit File IO Configuration
View File IO Configuration
Grand Jury
Add Grand Jury Term
Archive Grand Jury - Removes a grand jury from the admin list.
Validates no future sessions exist.
Delete Grand Jury Session
Finalize Grand Jury Results
Generate Grand Jury Subpoena
Record Grand Jury Decisions
Schedule Grand Jury Session - All actions that involve the scheduling of cases on a grand jury session.
View All Grand Jury Terms
View Completed Grand Jury Sessions
View Docket
View docket with cases arranged vertically
View Grand Jury Docket
View Grand Jury Subpoena Request

Manual ER3 (electronic arrest reporting to State)
Accept
Change Charge
Dropped by Arresting Agency
No Bill
Pending Pretrial Diversion / Deferred Prosecution
Pre-trial Diversion
Prosecution Action Undefined
Reduced To Class C
Reject Without Pre-trial Diversion
Rejected Due to Successful Pre-trial Diversion
Return To Law
Taken Into Consideration
Withdrawn by Complaint
Participant
Add Victim
Add Victim Address
Add Victim Email
Add Victim Emergency Contact
Add Victim Phone
Add Witness
Add Witness Address
Add Witness Email
Add Witness Emergency Contact
Add Witness Phone
Assign Case - Assigning a case to prosecution unit, intake group, prosecutor, intake attorney, etc. From more actions.
Assign Case to Me - Assigns the intake attorney to the current user.
Assign Grand Jury Attorney
Assign Prosecution Unit
Convert Victim
Convert Witness
Delete Victim
Delete Victim Address
Delete Victim Email
Delete Victim Emergency Contact
Delete Victim Phone
Delete Witness
Delete Witness Address
Delete Witness Email
Delete Witness Emergency Contact
Delete Witness Phone
Edit Victim
Edit Victim Address
Edit Victim Email
Edit Victim Emergency Contact
Edit Victim Phone
Edit Witness
Edit Witness Address
Edit Witness Email
Edit Witness Emergency Contact
Participant (continued)
Edit Witness Phone
Keep Victim/Witness Information Unmasked
Reassign Prosecution Unit
View Defense Attorney
View Prosecution Unit Assignment
View Prosecutor Calendar - Calendar icon in the top right of header.
View Victim
View Witness

Plea
Add Plea Offer
Delete Plea Offer
Edit Plea Offer
Extend Plea Offer
Mark as Agreed Plea
Mark as Open Plea
Undo Mark as Agreed Plea
Undo Mark as Open Plea
Undo Withdraw Plea Offer
View Plea Offers
Withdraw Plea Offer

Prosecutor API
Add/Edit API Users - User has permission to add/edit API users
Add/Edit Prosecutor API Roles
Create Prosecutor API Secret
Delete API Users - User has permission to delete API users
Delete Prosecutor API Roles
Reset Prosecutor API Secret
View API Users - User has permission to view API users
View Prosecutor API Roles

Reports
View Reports
Task
Add Task
Bulk Update Task Status (Dynamic View)
Delete Task
Edit Task
Restrict Task Type Dropdown - Users cannot type in their own task type.
Send Task Reminder
View Task

Work Product Notes
Add Work Product Notes
Copy Work Product Notes - Copy Work Product Notes to a different case
Delete Work Product Notes (Author Only) - Only the author can delete a work product note.
Edit Work Product Notes (Author Only) - Only the author can edit a work product note.
Send Email Notifications with Add/Edit - Emails sent from and CCs the person adding/ediling the note.
View Work Product Notes
Dynamic Views: Bulk Actions

Assign Case
Generate Documents
Workflow File Cases
Generate Documents for Filing
File Cases
Flag as High Priority
Set Court Setting
Add Task
Add Work Product Note
View Selected
Generate Subpoena Documents
Evidence Request Reminder
Add Evidence Request to Charge
Update Task Status
Add Case Tag
Remove Case Tag
Add Evidence Request To Task
Update Evidence Request Status
Flag as Victim/Witness Coordinator Complete
Assign Protective Order
Agree To Reset
Not Agree To Reset

Dynamic Views: Columns

Tag Number
Arresting Agency
Court Setting Hearing Result
Case Type
Applicant
Respondent
Physical Evidence Type
Physical Evidence Description
Physical Evidence Status
Physical Evidence Checked Out To
Physical Evidence Type Link
### Dynamic Views: Filters

- Evidence Request Status
- Evidence Request Created By
- Evidence Request From Date
- Evidence Request To Date
- Task Status
- Task Assigned To
- Task Created By
- Task Type
- Grand Jury Attorney
- Evidence Request Type
- TRN
- Offense Date From
- Offense Date To
- Program Name
- Victim/Witness Agency
- Task Due Date From
- Task Due Date To
- Jurisdiction
- Tag Number
- Case Type
TechShare will map data variables to the database and create templates for each document and form required by the SAO. TechShare will train SAO staff to maintain and modify templates for document creation.

<table>
<thead>
<tr>
<th>Item #</th>
<th>Orders and Other Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Affidavits</td>
</tr>
<tr>
<td>2</td>
<td>Agreed Order</td>
</tr>
<tr>
<td>3</td>
<td>Appeals</td>
</tr>
<tr>
<td>4</td>
<td>Article 36 Seizures</td>
</tr>
<tr>
<td>5</td>
<td>Certified Copy Request</td>
</tr>
<tr>
<td>6</td>
<td>Children's' Center and Investigations</td>
</tr>
<tr>
<td>7</td>
<td>Civil / Child Support</td>
</tr>
<tr>
<td>8</td>
<td>Complaints</td>
</tr>
<tr>
<td>9</td>
<td>Criminal Subpoena</td>
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<tr>
<td>10</td>
<td>Death and Birth Certificate Request</td>
</tr>
<tr>
<td>11</td>
<td>Declaration of Forfeiture</td>
</tr>
<tr>
<td>12</td>
<td>Disclosure</td>
</tr>
<tr>
<td>13</td>
<td>Diversion</td>
</tr>
<tr>
<td>14</td>
<td>Felony Prosecutions</td>
</tr>
<tr>
<td>15</td>
<td>FOID Request</td>
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<tr>
<td>16</td>
<td>Forfeitures</td>
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<tr>
<td>17</td>
<td>Gangs</td>
</tr>
<tr>
<td>18</td>
<td>Grand Jury</td>
</tr>
<tr>
<td>19</td>
<td>Grand Jury Notices</td>
</tr>
<tr>
<td>20</td>
<td>Grants</td>
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<tr>
<td>21</td>
<td>Imaging</td>
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<td>22</td>
<td>Indictments</td>
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<tr>
<td>23</td>
<td>Information</td>
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<tr>
<td>24</td>
<td>Juvenile</td>
</tr>
<tr>
<td>25</td>
<td>Letters and Memorandum</td>
</tr>
<tr>
<td>26</td>
<td>Loss Prevention Report Request</td>
</tr>
<tr>
<td>27</td>
<td>Micap / Drug Court</td>
</tr>
<tr>
<td>28</td>
<td>Misdemeanor Prosecutions</td>
</tr>
<tr>
<td>29</td>
<td>Narcotics</td>
</tr>
<tr>
<td>30</td>
<td>Notice of Hearing</td>
</tr>
<tr>
<td>31</td>
<td>Notice of Pending Forfeiture</td>
</tr>
<tr>
<td>Item #</td>
<td>Orders and Other Documents</td>
</tr>
<tr>
<td>--------</td>
<td>---------------------------</td>
</tr>
<tr>
<td></td>
<td>All Forms, Documents and Notices associated with each area</td>
</tr>
<tr>
<td>32</td>
<td>Notice of Petition for Preliminary Review</td>
</tr>
<tr>
<td>33</td>
<td>Notice of Trial</td>
</tr>
<tr>
<td>34</td>
<td>Notices</td>
</tr>
<tr>
<td>35</td>
<td>Other documents and forms</td>
</tr>
<tr>
<td>36</td>
<td>Penitentiary Letter</td>
</tr>
<tr>
<td>37</td>
<td>Public Integrity / Financial Crimes</td>
</tr>
<tr>
<td>38</td>
<td>Records and Support</td>
</tr>
<tr>
<td>39</td>
<td>Restitution</td>
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<tr>
<td>40</td>
<td>Restitution Letter</td>
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<tr>
<td>41</td>
<td>Sexual Violence</td>
</tr>
<tr>
<td>42</td>
<td>State's Petition for Preliminary Review</td>
</tr>
<tr>
<td>43</td>
<td>Subpoenas - All Types</td>
</tr>
<tr>
<td>44</td>
<td>Supplemental Disclosure</td>
</tr>
<tr>
<td>45</td>
<td>Verified Complaint</td>
</tr>
<tr>
<td>46</td>
<td>Victim Services</td>
</tr>
<tr>
<td>47</td>
<td>Writ</td>
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</tbody>
</table>
The following data fields are available as “tokens” for the purpose of generating documents.

<table>
<thead>
<tr>
<th>Token</th>
<th>Description</th>
<th>Token Type</th>
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<tbody>
<tr>
<td>City</td>
<td>Defendant City</td>
<td>Text</td>
</tr>
<tr>
<td>State</td>
<td>Defendant state</td>
<td>Text</td>
</tr>
<tr>
<td>PostalCode</td>
<td>Defendant Postal Code/Zip</td>
<td>Text</td>
</tr>
<tr>
<td>Phone</td>
<td>Defendant Primary Phone Number</td>
<td>Text</td>
</tr>
<tr>
<td>CustodyStatus</td>
<td>Defendant Custody Status</td>
<td>Text</td>
</tr>
<tr>
<td>VictimWitnessInvolvementType</td>
<td>Is selected victim or witness</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessName</td>
<td>Witness full name. FORMAT: first middle(if it exists) last</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessAgency</td>
<td>Selected witness agency</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessAgencyShortName</td>
<td>Selected witness agency short name</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessHandServe</td>
<td>For selected witness display 'Hand Serve' if selected.</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessPrimaryPhone</td>
<td>Selected witness’s primary phone number.</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessPrimaryEmail</td>
<td>Selected witness’s primary email address.</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessPrimaryStreet</td>
<td>Selected witness’s primary street address.</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessPrimaryCity</td>
<td>Selected witness’s primary city address.</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessPrimaryState</td>
<td>Selected witness’s primary state address.</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessPrimaryPostalCode</td>
<td>Selected witness’s primary postal code address.</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessLicenseState</td>
<td>Selected witness’s primary license state.</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessLicenseNumber</td>
<td>Selected witness’s primary license number.</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessBadgeNumber</td>
<td>Witness’s Badge Number of a selected witness of the case</td>
<td>Text</td>
</tr>
<tr>
<td>VictimBadgeNumber</td>
<td>Victim’s Badge Number of a selected witness of the case</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessEmergencyContactFirstName</td>
<td>Witness emergency contact’s first name of a selected witness of the case</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessEmergencyContactLastName</td>
<td>Witness emergency contact’s last name of a selected witness of the case</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessEmergencyContactFullName</td>
<td>Witness emergency contact’s full name of a selected witness of the case</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessEmergencyContactStreetName</td>
<td>Witness emergency contact’s street address of a selected witness of the case</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessSubpoenaNotes</td>
<td>Witness subpoena notes of selected witness of the case or the primary witness of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessEmergencyContactCity</td>
<td>Witness emergency contact’s address city of a selected witness of the case</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessEmergencyContactState</td>
<td>Witness emergency contact’s address state of a selected witness of the case</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessEmergencyContactPostalCode</td>
<td>Witness emergency contact’s address postal code/zip of a selected witness of the case</td>
<td>Text</td>
</tr>
<tr>
<td>WitnessEmergencyContactPhoneNumber</td>
<td>Witness emergency contact’s phone number of a selected witness of the case</td>
<td>Text</td>
</tr>
<tr>
<td>Token</td>
<td>Description</td>
<td>Token Type</td>
</tr>
<tr>
<td>-------</td>
<td>-------------</td>
<td>------------</td>
</tr>
<tr>
<td>ADAName</td>
<td>ADA name. FORMAT: first last</td>
<td>Text</td>
</tr>
<tr>
<td>Suffix</td>
<td>Defendant suffix</td>
<td>Text</td>
</tr>
<tr>
<td>FirstName</td>
<td>Defendant first name</td>
<td>Text</td>
</tr>
<tr>
<td>LastName</td>
<td>Defendant last name</td>
<td>Text</td>
</tr>
<tr>
<td>MiddleName</td>
<td>Defendant middle name. If the user has not entered a value, will display blank value.</td>
<td>Text</td>
</tr>
<tr>
<td>OffenseDate</td>
<td>Primary charge: offense date</td>
<td>Text</td>
</tr>
<tr>
<td>OffenseArrestingOfficer</td>
<td>Primary charge: arresting officer</td>
<td>Text</td>
</tr>
<tr>
<td>OffenseReportNo</td>
<td>Primary charge: offense report number</td>
<td>Text</td>
</tr>
<tr>
<td>OffenseBeginDate</td>
<td>Primary charge: offense begin date</td>
<td>Text</td>
</tr>
<tr>
<td>OffenseLegalDateWithSurroundingText</td>
<td>Primary charge or selected: Full offense legal date with surrounding text for single day or multiple day offense.</td>
<td>Text</td>
</tr>
<tr>
<td>OffenseLegalDateWithSurroundingTextCaps</td>
<td>Primary charge or selected: Full offense legal date with surrounding text for single day or multiple day offense in all CAPS.</td>
<td>Text</td>
</tr>
<tr>
<td>OffenseLegalDateCaps</td>
<td>Primary charge or selected: Full offense legal date WITHOUT surrounding text for single day or multiple day offense in all CAPS.</td>
<td>Text</td>
</tr>
<tr>
<td>OffenseLegalDateCapsTarrant</td>
<td>Primary charge or selected: Full offense legal date WITHOUT surrounding text for single day or multiple day offense in all CAPS. This version is formatted specifically for Tarrant County.</td>
<td>Text</td>
</tr>
<tr>
<td>OffenseLegalDate</td>
<td>Primary or selected charge: offense begin date in legal format (if one was added)</td>
<td>Text</td>
</tr>
<tr>
<td>FullMonthOffenseDate</td>
<td>Primary or selected charge: offense date with the full month (if one was added). (Ex. July 19, 2005)</td>
<td>Text</td>
</tr>
<tr>
<td>OffenseDescription</td>
<td>Primary or selected charge: offense description EXAMPLE: 'SALE TO MINORS - ALCOHOL'</td>
<td>Text</td>
</tr>
<tr>
<td>OffenseFormalDescription</td>
<td>Primary or selected charge: offense formal description EXAMPLE: 'Possession of Controlled Substance less than one gram, Penalty Group 1'</td>
<td>Text</td>
</tr>
<tr>
<td>LevelDegree</td>
<td>Primary or selected charge: offense description</td>
<td>Text</td>
</tr>
<tr>
<td>LevelDegreeLong</td>
<td>Primary or selected charge: level and degree description long format. (Example: Class A Misdemeanor, First Degree Felony)</td>
<td>Text</td>
</tr>
<tr>
<td>TRN</td>
<td>Primary or selected charge: TRN</td>
<td>Text</td>
</tr>
<tr>
<td>TRS</td>
<td>Primary or selected charge: TRS</td>
<td>Text</td>
</tr>
<tr>
<td>Cite</td>
<td>Primary or selected charge: offense cite</td>
<td>Text</td>
</tr>
<tr>
<td>Statute</td>
<td>Primary or selected charge: offense statute</td>
<td>Text</td>
</tr>
<tr>
<td>OffenseCode</td>
<td>Primary or selected charge: offense code</td>
<td>Text</td>
</tr>
<tr>
<td>Goc</td>
<td>Primary or selected charge: offense GOC. If the user has not entered a value, will display '-'.</td>
<td>Text</td>
</tr>
<tr>
<td>ChargeCountNumber</td>
<td>Primary or selected charge's count number</td>
<td>Text</td>
</tr>
<tr>
<td>CurrentDate</td>
<td>Date of the current date (dd/mm/yyyy).</td>
<td>Text</td>
</tr>
<tr>
<td>CurrentLegalDate</td>
<td>Date of the current day in legal format.</td>
<td>Text</td>
</tr>
<tr>
<td>GrandJuryTermYear</td>
<td>Grand Jury term year.</td>
<td>Text</td>
</tr>
<tr>
<td>Token</td>
<td>Description</td>
<td>Token Type</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>GrandJuryTerm</td>
<td>Formatted grand jury term name for the grand jury that is assigned to the session this case is assigned to. FORMAT: [name of grand jury] - [court agency short name] - [term] - [year] Term</td>
<td>Text</td>
</tr>
<tr>
<td>GrandJuryCourtName</td>
<td>Grand jury court agency name for the grand jury that is assigned to the session this case is assigned to</td>
<td>Text</td>
</tr>
<tr>
<td>GrandJuryCourtShortName</td>
<td>Grand jury court agency short name for the grand jury that is assigned to the session this case is assigned to</td>
<td>Text</td>
</tr>
<tr>
<td>GrandJuryName</td>
<td>Grand jury name for a selected grand jury or default to the grand jury that is assigned to the session this case is assigned to</td>
<td>Text</td>
</tr>
<tr>
<td>GrandJurySessionNumber</td>
<td>The grand jury session number for this case</td>
<td>Text</td>
</tr>
<tr>
<td>GrandJurySessionAndSequenceNumbers</td>
<td>The grand jury session and sequence numbers and for this case. FORMAT: [SessionNumber] - [SequentialNumber]</td>
<td>Text</td>
</tr>
<tr>
<td>NoBillList</td>
<td>List of cases from GJ that had a no bill</td>
<td>Bookmark</td>
</tr>
<tr>
<td>NoBillLetterLine</td>
<td>FORMAT: Defendant FullName, OffenseDescription OffenseDate FilingAgencyOri</td>
<td>Bookmark</td>
</tr>
<tr>
<td>GrandJuryWitness</td>
<td>The Grand Jury witness name. [First Name] [Last Name]. If the user has not entered a value, will display 'None'</td>
<td>Text</td>
</tr>
<tr>
<td>PleaOfferSelectionSummary</td>
<td>For the selected plea offer, list each count and the summary of its offer.</td>
<td>Bookmark</td>
</tr>
<tr>
<td>AgreedPleaOfferSummary</td>
<td>For the agreed plea, list each count and the summary of its offer.</td>
<td>Bookmark</td>
</tr>
<tr>
<td>AgreedPleaOfferSummaryCaps</td>
<td>For the agreed plea, list each count and the summary of its offer in uppercase.</td>
<td>Bookmark</td>
</tr>
<tr>
<td>SelectedPleaOfferType</td>
<td>Selected Plea Offer: Type</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferRestVictim</td>
<td>Selected Plea Offer: The Victim or Agency added to a plea offer</td>
<td>Bookmark</td>
</tr>
<tr>
<td>SelectedPleaCheckedEnhancements</td>
<td>Selected Plea Offer: List of checked enhancements</td>
<td>Bookmark</td>
</tr>
<tr>
<td>SelectedPleaCheckedTermsConditions</td>
<td>Selected Plea Offer: List of checked terms</td>
<td>Bookmark</td>
</tr>
<tr>
<td>SelectedPleaOfferSummary</td>
<td>Selected Plea Offer: Summary</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferInterlockDevice</td>
<td>Selected Plea Offer: Interlock device days</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferSuspendedFineAmount</td>
<td>Selected Plea Offer: Suspended fine amount</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferFine</td>
<td>Selected Plea Offer: Fine</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferDaysJailCOP</td>
<td>Selected Plea Offer: Condition of supervision (probation) duration in days. FORMAT: (0) days. If the user has not entered a value, will display blank value.</td>
<td>Text</td>
</tr>
<tr>
<td>Token</td>
<td>Description</td>
<td>Token Type</td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>SelectedPleaOfferMonJailCOP</td>
<td>Selected Plea Offer: Condition of supervision (probation) duration in months. FORMAT: (0) months. If the user has not entered a value, will display blank value.</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferYrsJailCOP</td>
<td>Selected Plea Offer: Condition of supervision (probation) duration in years. FORMAT: (0) years. If the user has not entered a value, will display blank value.</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferExtend</td>
<td>Selected Plea Offer: Extension duration. FORMAT: (0) year(s) (1) month(s) (2) day(s)</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferJailCOP</td>
<td>Selected Plea Offer: Condition of supervision (probation) duration. FORMAT: (0) year(s) (1) month(s) (2) day(s)</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferConfineDays</td>
<td>Selected Plea Offer: Confinement duration in days. FORMAT: (0) days. If the user has not entered a value, will display blank value.</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferConfineMon</td>
<td>Selected Plea Offer: Confinement duration in months. FORMAT: (0) months. If the user has not entered a value, will display blank value.</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferConfineYrs</td>
<td>Selected Plea Offer: Confinement duration in years. FORMAT: (0) years. If the user has not entered a value, will display blank value.</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferConfinement</td>
<td>Selected Plea Offer: Confinement duration in years. FORMAT: (0) year(s) (1) month(s) (2) day(s)</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferProbDays</td>
<td>Selected Plea Offer: Probation duration in days. FORMAT: (0) days. If the user has not entered a value, will display blank value.</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferProbMon</td>
<td>Selected Plea Offer: Probation duration in months. FORMAT: (0) months. If the user has not entered a value, will display blank value.</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferProbYrs</td>
<td>Selected Plea Offer: Probation duration in years. FORMAT: (0) years. If the user has not entered a value, will display blank value.</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferProb</td>
<td>Selected Plea Offer: Probation duration. FORMAT: (0) year(s) (1) month(s) (2) day(s)</td>
<td>Text</td>
</tr>
<tr>
<td>DiscoveryItems</td>
<td>List of Discoverable items</td>
<td>Bookmark</td>
</tr>
<tr>
<td>SelectedPleaOfferRest</td>
<td>Selected Plea Offer: Restitution</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferTerm</td>
<td>Selected Plea Offer: Offer term</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferTermsCond</td>
<td>Selected Plea Offer: Other terms / conditions</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferDLSusp</td>
<td>Selected Plea Offer: Driver's License Suspended (Days)</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferHrsCSR</td>
<td>Selected Plea Offer: Hours community service</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaEnhancements</td>
<td>Renders the language for the selected Enhancements and Special Findings of the selected plea</td>
<td>Bookmark</td>
</tr>
<tr>
<td>SelectedPleaTermsConditions</td>
<td>Renders the language for the selected Probation Terms and Conditions of the selected plea</td>
<td>Bookmark</td>
</tr>
<tr>
<td>Token</td>
<td>Description</td>
<td>Token Type</td>
</tr>
<tr>
<td>-------</td>
<td>-------------</td>
<td>------------</td>
</tr>
<tr>
<td>SelectedPleaOfferTRS</td>
<td>Selected Plea Offer: TRS</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferCountNumber</td>
<td>Selected Plea Offer: Charge count number</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferConvictedOffense</td>
<td>Selected Plea Offer: Display name of lesser included offense, if one exists. If one does not exist, the display name of the offense on the case</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferLesserIncludedOffenseDescription</td>
<td>Selected Plea Offer: Display the description of the lesser included offense, if one exists. If one does not exist, then display nothing</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferConvictedOffenseFormalDescription</td>
<td>Selected Plea Offer: Display name of lesser included offense formal description, if one exists. If one does not exist, the display formal description of the offense on the case</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferConvictedOffenseCode</td>
<td>Selected Plea Offer: Code of lesser included offense, if one exists. If one does not exist, the offense code of the offense on the case</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferConvictedLevelDegree</td>
<td>Selected Plea Offer: Level and degree of lesser included offense, if one exists. If one does not exist, the level and degree of the offense on the case</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferConvictedStatute</td>
<td>Selected Plea Offer: Statute of the lesser included offense, if one exists. If one does not exist, the statute of the offense on the case</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferConvictedGOC</td>
<td>Selected Plea Offer: GOC of lesser included offense, if one exists. If one does not exist, the GOC of the offense on the case</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferConvictedCite</td>
<td>Selected Plea Offer: Cite of lesser included offense, if one exists. If one does not exist, the cite of the offense on the case</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferConvictedLevelDegreeDescription</td>
<td>Selected Plea Offer: Level and degree description of lesser included offense, if one exists. If one does not exist, the level and degree description of the offense on the case</td>
<td>Text</td>
</tr>
<tr>
<td>DispSummary</td>
<td>Primary or Selected Charge most recent disposition summary</td>
<td>Text</td>
</tr>
<tr>
<td>DispType</td>
<td>Primary or Selected Charge most recent Disposition Type</td>
<td>Text</td>
</tr>
<tr>
<td>DispPleaDate</td>
<td>Primary or Selected Charge most recent Disposition Date. Format: MM/DD/YYYY</td>
<td>Text</td>
</tr>
<tr>
<td>DispPleaLegalDate</td>
<td>Primary or Selected Charge most recent Disposition Legal Plea Date</td>
<td>Text</td>
</tr>
<tr>
<td>DispDefendantPlea</td>
<td>Primary or Selected Charge most recent Disposition Defendant Plea</td>
<td>Text</td>
</tr>
<tr>
<td>DispPleaMadeBefore</td>
<td>Primary or Selected Charge most recent Disposition 'Plea Made before the' selection</td>
<td>Text</td>
</tr>
<tr>
<td>DispPleaFinding</td>
<td>Primary or Selected Charge most recent Disposition 'Finding By the Court' Selection</td>
<td>Text</td>
</tr>
<tr>
<td>DispSentencedByThe</td>
<td>Primary or Selected Charge most recent Disposition 'Sentenced By The' Selection</td>
<td>Text</td>
</tr>
<tr>
<td>DispSentDate</td>
<td>Primary or Selected Charge most recent Disposition Sentence Date. Format: MM/DD/YYYY</td>
<td>Text</td>
</tr>
<tr>
<td>Token</td>
<td>Description</td>
<td>Token Type</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>------------------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>DispSentLegalDate</td>
<td>Primary or Selected Charge most recent Disposition Legal Sentence Date</td>
<td>Text</td>
</tr>
<tr>
<td>DispSentType</td>
<td>Primary or Selected Charge most recent Disposition Sentence Type</td>
<td>Text</td>
</tr>
<tr>
<td>DispConvictedOffenseFormalDes cription</td>
<td>Primary or Selected Charge most recent Disposition Convicted Offense Formal Description</td>
<td>Text</td>
</tr>
<tr>
<td>DispConvictedOffenseCode</td>
<td>Primary or Selected Charge most recent Disposition Convicted Offense Code</td>
<td>Text</td>
</tr>
<tr>
<td>DispConvictedLevelDegree</td>
<td>Primary or Selected Charge most recent Disposition Convicted Offense Level Degree</td>
<td>Text</td>
</tr>
<tr>
<td>DispConvictedLevelDegreeDescri pition</td>
<td>Primary or Selected Charge most recent Disposition Convicted Offense Level Degree Description</td>
<td>Text</td>
</tr>
<tr>
<td>DispConvictedStatute</td>
<td>Primary or Selected Charge most recent Disposition Statute for Convicted Offense Code</td>
<td>Text</td>
</tr>
<tr>
<td>DispConvictedCite</td>
<td>Primary or Selected Charge most recent Disposition Citation for Convicted Offense Code</td>
<td>Text</td>
</tr>
<tr>
<td>DispConfinement</td>
<td>Primary or Selected Charge most recent Disposition Confinement. FORMAT: {0} year(s) {1} month(s) {2} day(s)</td>
<td>Text</td>
</tr>
<tr>
<td>DispProb</td>
<td>Primary or Selected Charge most recent Disposition Probation. FORMAT: {0} year(s) {1} month(s) {2} day(s)</td>
<td>Text</td>
</tr>
<tr>
<td>DispFine</td>
<td>Primary or Selected Charge most recent Disposition Fine</td>
<td>Text</td>
</tr>
<tr>
<td>DispRest</td>
<td>Primary or Selected Charge most recent Disposition Restitution</td>
<td>Text</td>
</tr>
<tr>
<td>DispRestUpFront</td>
<td>Primary or Selected Charge most recent Disposition Restitution Up Front</td>
<td>Text</td>
</tr>
<tr>
<td>DispJailCOP</td>
<td>Primary or Selected Charge most recent Disposition Jail Time as a Condition of Supervision. FORMAT: {0} year(s) {1} month(s) {2} day(s)</td>
<td>Text</td>
</tr>
<tr>
<td>DispDLSusp</td>
<td>Primary or Selected Charge most recent Disposition Driver's License Suspended (Days)</td>
<td>Text</td>
</tr>
<tr>
<td>DispHrsCSR</td>
<td>Primary or Selected Charge most recent Disposition Community Service Hours</td>
<td>Text</td>
</tr>
<tr>
<td>DispTermsCond</td>
<td>Primary or Selected Charge most recent Disposition Other Terms and Conditions</td>
<td>Text</td>
</tr>
<tr>
<td>AllDispositionsForSelectedCharge</td>
<td>All dispositions for the selected charge.</td>
<td>Bookmark</td>
</tr>
<tr>
<td>SelectedDispEnhancements</td>
<td>Renders the language for the selected Enhancements and Special Findings</td>
<td>Bookmark</td>
</tr>
<tr>
<td>SelectedDispTermsCond</td>
<td>Renders the language for the selected Probation Terms and Conditions</td>
<td>Bookmark</td>
</tr>
<tr>
<td>Token</td>
<td>Description</td>
<td>Token Type</td>
</tr>
<tr>
<td>----------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>CurrentUserEmail</td>
<td>Email address of the current user</td>
<td>Text</td>
</tr>
<tr>
<td>CurrentUserPhone</td>
<td>Phone number of the current user</td>
<td>Text</td>
</tr>
<tr>
<td>CurrentUserName</td>
<td>Name of the current user. FORMAT: FirstName MiddleName LastName</td>
<td>Text</td>
</tr>
<tr>
<td>ArrestName</td>
<td>First Arrest Name of the Defendant. FORMAT: First Name Middle Name LastName</td>
<td>Text</td>
</tr>
<tr>
<td>DispPleaToFirstEnhancement</td>
<td>Primary or Selected Charge most recent Disposition Plea to First Enhancement</td>
<td>Text</td>
</tr>
<tr>
<td>DispFirstEnhancementFinding</td>
<td>Primary or Selected Charge most recent Disposition First Enhancement Finding</td>
<td>Text</td>
</tr>
<tr>
<td>DispPleaToSecondEnhancement</td>
<td>Primary or Selected Charge most recent Disposition Plea to Second Enhancement</td>
<td>Text</td>
</tr>
<tr>
<td>DispSecondEnhancementFinding</td>
<td>Primary or Selected Charge most recent Disposition Second Enhancement Finding</td>
<td>Text</td>
</tr>
<tr>
<td>DispWeaponsFinding</td>
<td>Primary or Selected Charge most recent Disposition Weapons Finding</td>
<td>Text</td>
</tr>
<tr>
<td>DispSentenceToCommenceDate</td>
<td>Primary or Selected Charge most recent Disposition Sentence To Commence Date</td>
<td>Text</td>
</tr>
<tr>
<td>DispJudge</td>
<td>Primary or Selected Charge most recent Disposition Judge name.</td>
<td>Text</td>
</tr>
<tr>
<td>DispDriverLicenseSuspensionBeginDate</td>
<td>Primary or Selected Charge most recent Disposition Driver License Suspension Begin Date</td>
<td>Text</td>
</tr>
<tr>
<td>DispCreditTimeServed</td>
<td>Primary or Selected Charge most recent Disposition Credit Time Served.</td>
<td>Text</td>
</tr>
<tr>
<td>DispSupervisionStatus</td>
<td>Primary or Selected Charge most recent Disposition Supervision Status value</td>
<td>Text</td>
</tr>
<tr>
<td>DispSupervisionStartDate</td>
<td>Primary or Selected Charge most recent Disposition Supervision Start Date</td>
<td>Text</td>
</tr>
<tr>
<td>DispSupervisionStatusDate</td>
<td>Primary or Selected Charge most recent Disposition Supervision Status Date</td>
<td>Text</td>
</tr>
<tr>
<td>DispDrug</td>
<td>Primary or Selected Charge most recent Disposition Drug</td>
<td>Text</td>
</tr>
<tr>
<td>DispWeapon</td>
<td>Primary or Selected Charge most recent Disposition Weapon</td>
<td>Text</td>
</tr>
<tr>
<td>DispDLSuspensionComments</td>
<td>Primary or Selected Charge most recent Disposition Driver License Suspension Comments</td>
<td>Text</td>
</tr>
<tr>
<td>DispDefendantInPerson</td>
<td>Primary or Selected Charge most recent Disposition Defendant Appeared in Person with Counsel</td>
<td>Text</td>
</tr>
<tr>
<td>Token</td>
<td>Description</td>
<td>Token Type</td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>PleaToFirstEnhancement</td>
<td>Selected Plea Offer: Plea to First Enhancement value</td>
<td>Text</td>
</tr>
<tr>
<td>PleaFirstEnhancementFinding</td>
<td>Selected Plea Offer: First Enhancement Finding value</td>
<td>Text</td>
</tr>
<tr>
<td>PleaToSecondEnhancement</td>
<td>Selected Plea Offer: Plea to Second Enhancement value</td>
<td>Text</td>
</tr>
<tr>
<td>PleaWeaponsFinding</td>
<td>Selected Plea Offer: Weapons Finding value</td>
<td>Text</td>
</tr>
<tr>
<td>PleaSentenceToCommenceDate</td>
<td>Selected Plea Offer: Sentence To Commence Date value. Format: MM/DD/YYYY</td>
<td>Text</td>
</tr>
<tr>
<td>PleaDriverLicenseSuspensionBeginDate</td>
<td>Selected Plea Offer: Driver License Suspension Begin Date value. Format: MM/DD/YYYY</td>
<td>Text</td>
</tr>
<tr>
<td>PleaCreditTimeServed</td>
<td>Selected Plea Offer: Credit Time Served. FORMAT: (0) year(s) {1} month(s) {2} day(s)</td>
<td>Text</td>
</tr>
<tr>
<td>PleaSupervisionStatus</td>
<td>Selected Plea Offer: Supervision Status value</td>
<td>Text</td>
</tr>
<tr>
<td>PleaSupervisionStartDate</td>
<td>Selected Plea Offer: Supervision Start Date value. Format: MM/DD/YYYY</td>
<td>Text</td>
</tr>
<tr>
<td>PleaSupervisionStatusDate</td>
<td>Selected Plea Offer: Supervision Status Date value. Format: MM/DD/YYYY</td>
<td>Text</td>
</tr>
<tr>
<td>PleaDrug</td>
<td>Selected Plea Offer: Drug</td>
<td>Text</td>
</tr>
<tr>
<td>PleaWeapon</td>
<td>Selected Plea Offer: Weapon</td>
<td>Text</td>
</tr>
<tr>
<td>PleaDLSuspensionComments</td>
<td>Selected Plea Offer: Driver License Suspension Comments</td>
<td>Text</td>
</tr>
<tr>
<td>OriginalDispSummary</td>
<td>Primary or Selected Charge original dispostion summary</td>
<td>Text</td>
</tr>
<tr>
<td>DiscvItemsWithComments</td>
<td>List of Discoverable Items with comments.</td>
<td>Bookmark</td>
</tr>
<tr>
<td>DiscoveryNotes</td>
<td>List of Discovery Notes</td>
<td>Bookmark</td>
</tr>
<tr>
<td>VictimFullNameOrStateOfTexas</td>
<td>A list of Victims on the case or 'STATE OF TEXAS' if there are no victims</td>
<td>Bookmark</td>
</tr>
<tr>
<td>ProseParagraph</td>
<td>A token used to insert the proing paragraphs. (To be used in place of the prosing bookmarks - Developed for Tarrant County 11/2015)</td>
<td>Token</td>
</tr>
<tr>
<td>OffenseList</td>
<td>List of all Counts on the case. Format 'Count # - OffenseDescription - NCIC Offense Code'</td>
<td>Bookmark</td>
</tr>
<tr>
<td>OffenseListFormal</td>
<td>List of all Counts on the case. Format 'Count # - FormalOffenseDescription'. If formal description is empty, the offense description will be used in it's place.</td>
<td>Bookmark</td>
</tr>
<tr>
<td>CriminalHistory</td>
<td>Defendant's criminal history</td>
<td>Bookmark</td>
</tr>
<tr>
<td>WitnessList</td>
<td>List of all witnesses on the case</td>
<td>Bookmark</td>
</tr>
<tr>
<td>WitnessCivilianList</td>
<td>List of civilian witnesses on the case</td>
<td>Bookmark</td>
</tr>
<tr>
<td>WitnessOfficerList</td>
<td>List of officer witnesses on the case</td>
<td>Bookmark</td>
</tr>
</tbody>
</table>

Attachment: TechShare Prosecutor 10-29-18 (JPS-R-0924-18 : Tarrant County and DuPage State’s Attorney Office)
<table>
<thead>
<tr>
<th>Token</th>
<th>Description</th>
<th>Token Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>ProseParagraphOne</td>
<td>Document token to insert charging language for primary charge (Count 1)</td>
<td>Token</td>
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<tr>
<td>MotionToDismissReason</td>
<td>Reason for motion to dismiss.</td>
<td>Text</td>
</tr>
<tr>
<td>MotionToDismissRefilFromCauseNumber</td>
<td>When the reason for motion to dismiss is &quot;The has been refilied&quot;, the case must be linked to another case from which it has been refilied.</td>
<td>Text</td>
</tr>
<tr>
<td>MotionToDismissReindictFromCauseNumber</td>
<td>When the reason for motion to dismiss is &quot;The has been reindicted&quot;, the case must be linked to another case from which it has been reindict.</td>
<td>Text</td>
</tr>
<tr>
<td>DefenseName</td>
<td>Defense attorney full name. FORMAT FirstName LastName</td>
<td>Text</td>
</tr>
<tr>
<td>DefenseNameCaps</td>
<td>Defense attorney full name in all CAPS. FORMAT: FIRSTNAME LASTNAME</td>
<td>Text</td>
</tr>
<tr>
<td>DefenseAssignedDate</td>
<td>Date the Defense Attorney was assigned to the case</td>
<td>Text</td>
</tr>
<tr>
<td>DefensePhone</td>
<td>Defense attorney phone number</td>
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</tr>
<tr>
<td>DefenseEmail</td>
<td>Defense attorney email</td>
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</tr>
<tr>
<td>DefenseAttorneyStreetAddress</td>
<td>Defense attorney address.</td>
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</tr>
<tr>
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</tr>
<tr>
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<td>Defense attorney zip code.</td>
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</tr>
<tr>
<td>DefenseAttorneyCity</td>
<td>Defense attorney city.</td>
<td>Text</td>
</tr>
<tr>
<td>ProsecutorAttorneyStateBarId</td>
<td>Assigned prosecutor's state bar id.</td>
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</tr>
<tr>
<td>DefenseAttorneyStateBarId</td>
<td>Assigned defense attorney's state bar id</td>
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</tr>
<tr>
<td>IntakeAttorneyStateBarId</td>
<td>Assigned intake attorney's state bar id</td>
<td>Text</td>
</tr>
<tr>
<td>IntakeAttorneyName</td>
<td>Assigned intake attorney's name.</td>
<td>Text</td>
</tr>
<tr>
<td>IntakeAttorneyFirstName</td>
<td>Assigned intake attorney's first name.</td>
<td>Text</td>
</tr>
<tr>
<td>IntakeAttorneyLastName</td>
<td>Assigned intake attorney's last name.</td>
<td>Text</td>
</tr>
<tr>
<td>IntakeAttorneyFirstNameLastName</td>
<td>Assigned intake attorney's first name followed by the last name</td>
<td>Text</td>
</tr>
<tr>
<td>VictimAdvocateName</td>
<td>Victim advocate's name.</td>
<td>Text</td>
</tr>
<tr>
<td>VictimAdvocateFirstName</td>
<td>Victim advocate's first name</td>
<td>Text</td>
</tr>
<tr>
<td>VictimAdvocateLastName</td>
<td>Victim advocate's last name</td>
<td>Text</td>
</tr>
<tr>
<td>VictimAdvocateFirstNameLastName</td>
<td>Victim advocate's first name followed by the last name</td>
<td>Text</td>
</tr>
<tr>
<td>VictimAdvocateEmail</td>
<td>Victim advocate's email</td>
<td>Text</td>
</tr>
<tr>
<td>VictimAdvocatePhone</td>
<td>Victim advocate's phone number</td>
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</tr>
<tr>
<td>CurrentYear</td>
<td>Current year</td>
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<tr>
<td>CurrentUserStateBarId</td>
<td>Assigned current user's state bar id.</td>
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</tr>
<tr>
<td>ProsecutorEmail</td>
<td>Prosecution attorney's email address</td>
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</tr>
<tr>
<td>ProsecutorPhone</td>
<td>Prosecution attorney's phone number</td>
<td>Text</td>
</tr>
<tr>
<td>ProsecutorName</td>
<td>Prosecution attorney name</td>
<td>Text</td>
</tr>
<tr>
<td>ProsecutorInitials</td>
<td>Prosecution attorney's initials</td>
<td>Text</td>
</tr>
<tr>
<td>ProsecutorNameStandard</td>
<td>Prosecution attorney name in the standard format (first letter uppercase, rest lowercase)</td>
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</tr>
<tr>
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<td>Defense attorney name in the standard format (first letter uppercase, rest lowercase)</td>
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<td>Incident number of the primary or selected charge</td>
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</tr>
<tr>
<td>BondAmount</td>
<td>Bond Amount of the primary or selected charge</td>
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<td>Bond company Id of the primary or selected charge</td>
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<td>Bond Type of the primary or selected charge</td>
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</tr>
<tr>
<td>BondNumber</td>
<td>Bond Number of the primary or selected charge</td>
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<tr>
<td>BondCompany</td>
<td>Bond Company of the primary or selected charge</td>
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</tr>
<tr>
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<td>Bond Date of the primary or selected charge</td>
<td>Text</td>
</tr>
<tr>
<td>ProsecutionActionReason</td>
<td>Reason for reject, return or accept</td>
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</tr>
<tr>
<td>VictimAgency</td>
<td>Selected victim or the primary victim agency</td>
<td>Text</td>
</tr>
<tr>
<td>Token</td>
<td>Description</td>
<td>Token Type</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>VictimPrimaryPhone</td>
<td>Victim primary phone of a selected victim or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimStreetName</td>
<td>Victim street address of a selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimWitnessSubpoenaStreetName</td>
<td>Victim or witness street address for subpoena documents generated from dynamic views.</td>
<td>Text</td>
</tr>
<tr>
<td>VictimCity</td>
<td>Victim city of a selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimWitnessSubpoenaCity</td>
<td>Victim or witness city for subpoena documents generated from dynamic views.</td>
<td>Text</td>
</tr>
<tr>
<td>VictimState</td>
<td>Victim state of a selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimLicenseState</td>
<td>Victim license state of a selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimLicenseNumber</td>
<td>Victim license number of a selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimWitnessSubpoenaState</td>
<td>Victim or witness state for subpoena documents generated from dynamic views.</td>
<td>Text</td>
</tr>
<tr>
<td>VictimPostalCode</td>
<td>Victim postal code of a selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimWitnessSubpoenaPostalCode</td>
<td>Victim or witness postal code for subpoena documents generated from dynamic views.</td>
<td>Text</td>
</tr>
<tr>
<td>VictimEmergencyContactFirstName</td>
<td>Victim emergency contact's first name of a selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimSubpoenaNotes</td>
<td>Victim subpoena notes of selected victim of the case or the primary victim of the primary charge</td>
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<tr>
<td>VictimEmployerStreetAddress</td>
<td>Victim employer street address of selected victim of the case or the primary victim of the primary charge</td>
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</tr>
<tr>
<td>VictimEmployerCity</td>
<td>Victim employer city of selected victim of the case or the primary victim of the primary charge</td>
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<tr>
<td>VictimEmployerState</td>
<td>Victim employer state of selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimCompanyName</td>
<td>Victim company name of selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimEmployerZip</td>
<td>Victim employer zip code of selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimEmployerPhoneNumber</td>
<td>Victim employer phone number of selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimEmergencyContactLastName</td>
<td>Victim's emergency contact's last name of a selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimEmergencyContactFullName</td>
<td>Victim emergency contact's full name of a selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimEmergencyContactStreetName</td>
<td>Victim emergency contact's address street address of a selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimEmergencyContactCity</td>
<td>Victim emergency contact's address city of a selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>Token</td>
<td>Description</td>
<td>Token Type</td>
</tr>
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<td>----------------------------------------------------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>VictimEmergencyContactState</td>
<td>Victim emergency contact's address state of a selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimEmergencyContactPostalCode</td>
<td>Victim emergency contact's address postal code/zip of a selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimEmergencyContactPhoneNumber</td>
<td>Victim emergency contact's phone number of a selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimFirstName</td>
<td>Victim first name of a selected victim of the case the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimMiddleName</td>
<td>Victim middle name of a selected victim of the case the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimLastName</td>
<td>Victim last name of a selected victim of the case the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimFullName</td>
<td>Victim full name of a selected victim of the case or the primary victim of the primary charge. [First] [Middle(if one exists)] [Last]</td>
<td>Text</td>
</tr>
<tr>
<td>VictimHandServe</td>
<td>For selected victim display 'Hand Serve' if selected</td>
<td>Text</td>
</tr>
<tr>
<td>VictimCareOf</td>
<td>Victim Care Of (C/O) of a selected victim of the case the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimFullNameOrStateOfTexas</td>
<td>Victim pseudonym if one exists and if not uses full name of a selected victim of the case or the primary victim of the primary charge. [First] [Middle(if one exists)] [Last] If there is not victim, display 'State of Texas'</td>
<td>Text</td>
</tr>
<tr>
<td>VictimCareOfPseudonymName</td>
<td>1) Insert 'Care Of' Text field if populated; 2) If 'Care Of' field is not populated - insert Pseudonym if it exists (and the pseudonym checkbox is selected); 3) If 'Care Of' field is not populated AND no active Pseudonym exists for the victim record insert 'Victim Name' in the format of 'FirstName LastName'</td>
<td>Text</td>
</tr>
<tr>
<td>VictimWitnessCoordinatorName</td>
<td>Victim/Witness Coordinator full name assigned to the case. [First] [Middle(if one exists)] [Last]</td>
<td>Text</td>
</tr>
<tr>
<td>VictimWitnessCoordinatorPhone</td>
<td>Victim/Witness Coordinator's phone number assigned to the case</td>
<td>Text</td>
</tr>
<tr>
<td>CaseName</td>
<td>Name of the case</td>
<td>Text</td>
</tr>
<tr>
<td>CaseNumber</td>
<td>The case number</td>
<td>Text</td>
</tr>
<tr>
<td>TravisCaseNumber</td>
<td>Travis county specific case number format (C-1-CR-16-500101)</td>
<td>Text</td>
</tr>
<tr>
<td>ProsecutionUnitName</td>
<td>The case prosecution unit name</td>
<td>Text</td>
</tr>
<tr>
<td>AttorneyTitle</td>
<td>The attorney title for the county. EXAMPLE: Criminal District Attorney</td>
<td>Text</td>
</tr>
<tr>
<td>Token</td>
<td>Description</td>
<td>Token Type</td>
</tr>
<tr>
<td>-------</td>
<td>-------------</td>
<td>------------</td>
</tr>
<tr>
<td>CountyName</td>
<td>The county name. EXAMPLE: Travis</td>
<td>Text</td>
</tr>
<tr>
<td>CourtShortName</td>
<td>The court agency short name selected for the case.</td>
<td>Text</td>
</tr>
<tr>
<td>CourtName</td>
<td>Court agency name for the case</td>
<td>Text</td>
</tr>
<tr>
<td>PresidingJudgeName</td>
<td>Presiding Judge’s name for the court</td>
<td>Text</td>
</tr>
<tr>
<td>JurisdictionName</td>
<td>Jurisdiction name for the case</td>
<td>Text</td>
</tr>
<tr>
<td>JurisdictionNameUpperCase</td>
<td>Jurisdiction name for the case in uppercase letters</td>
<td>Text</td>
</tr>
<tr>
<td>SettingType</td>
<td>Court setting type</td>
<td>Text</td>
</tr>
<tr>
<td>SettingDate</td>
<td>Court setting date time</td>
<td>Text</td>
</tr>
<tr>
<td>FelonyOffenderType</td>
<td>If a felony offender type is set [repeat or habitual], the type will be concatenated with &quot;Felony Offender&quot; i.e. [Repeat or Habitual] Felony Offender. If the user has not entered a value, will display blank value.</td>
<td>Text</td>
</tr>
<tr>
<td>ReindictmentCaseNumber</td>
<td>If an reindictment case number is entered, the entered case number is prepended with &quot;Reindictment of Cause #&quot; i.e. Reindictment of Cause #[case number]. If the user has not entered a value, will display blank value.</td>
<td>Text</td>
</tr>
<tr>
<td>RefileCaseNumber</td>
<td>If an reindictment case number is entered, the entered case number is prepended with &quot;Refile of Cause #:&quot; i.e. Refile of Cause #: [case number]. If the user has not entered a value, will display blank value.</td>
<td>Text</td>
</tr>
<tr>
<td>ProsingParagraphs</td>
<td>A concatenation of prosing text from each charge. This token uses a bookmark named ProsingParagraphs to generate the paragraphs in the correct format. It does not include the first paragraph. The first paragraph can be displayed using a different token.</td>
<td>Text</td>
</tr>
<tr>
<td>FilingAgencyOri</td>
<td>Primary or selected charge: filing agency OR#</td>
<td>Text</td>
</tr>
<tr>
<td>ShortAgencyName</td>
<td>Primary or selected charge: filing agency short name</td>
<td>Text</td>
</tr>
<tr>
<td>ShortArrestingAgencyName</td>
<td>Primary or selected charge: arresting agency short name</td>
<td>Text</td>
</tr>
<tr>
<td>ChargeFilingAgencyName</td>
<td>Primary or selected charge: filing agency long name</td>
<td>Text</td>
</tr>
<tr>
<td>ChargeCountRomanNumeral</td>
<td>Primary or selected charge: count in roman numeral format</td>
<td>Text</td>
</tr>
<tr>
<td>CourtAgencyOri</td>
<td>Primary or selected charge: court agency OR#</td>
<td>Text</td>
</tr>
<tr>
<td>BookingAgencyOri</td>
<td>Primary or selected charge: booking agency OR#</td>
<td>Text</td>
</tr>
<tr>
<td>BookingNumber</td>
<td>Primary or selected charge: booking number</td>
<td>Text</td>
</tr>
<tr>
<td>ArrestingAgencyOri</td>
<td>Primary or selected charge: arresting agency OR#</td>
<td>Text</td>
</tr>
<tr>
<td>ArrestDate</td>
<td>Primary or selected charge: arrest date. FORMAT: full date and time</td>
<td>Text</td>
</tr>
<tr>
<td>JPNumber</td>
<td>Primary or selected charge: Justice of the Peace number</td>
<td>Text</td>
</tr>
<tr>
<td>PunishmentRange</td>
<td>Primary or selected charge: Punishment Range</td>
<td>Text</td>
</tr>
<tr>
<td>DOB</td>
<td>Primary charge: defendant date of birth. FORMAT: xx/xx/xxxx</td>
<td>Text</td>
</tr>
<tr>
<td>Token</td>
<td>Description</td>
<td>Token Type</td>
</tr>
<tr>
<td>-----------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>SSN</td>
<td>Primary charge: defendant Social Security Number</td>
<td>Text</td>
</tr>
<tr>
<td>FBI</td>
<td>Defendant FBI Number</td>
<td>Text</td>
</tr>
<tr>
<td>SSNPublic</td>
<td>Primary charge: defendant Social Security Number in a public document format (Ex. XXX-XX-1234)</td>
<td>Text</td>
</tr>
<tr>
<td>Sex</td>
<td>Primary charge: defendant sex</td>
<td>Text</td>
</tr>
<tr>
<td>SexAbbrv</td>
<td>Primary charge: Abbreviated defendant sex</td>
<td>Text</td>
</tr>
<tr>
<td>Race</td>
<td>Primary charge: defendant race</td>
<td>Text</td>
</tr>
<tr>
<td>RaceAbbrv</td>
<td>Primary charge: Abbreviated defendant race</td>
<td>Text</td>
</tr>
<tr>
<td>SID</td>
<td>Primary charge: defendant SID</td>
<td>Text</td>
</tr>
<tr>
<td>CID</td>
<td>Primary charge: defendant CID</td>
<td>Text</td>
</tr>
<tr>
<td>CoDefendants</td>
<td>Linked codefendants in a list separated by commas.</td>
<td>Text</td>
</tr>
<tr>
<td>LinkedCodef</td>
<td>Linked codefendants and case number in a list separated by semicolons.</td>
<td>Text</td>
</tr>
<tr>
<td>LinkedRelated</td>
<td>Linked related cases. FORMAT: &quot;Case#1, Case#2, Case#3&quot;</td>
<td>Text</td>
</tr>
<tr>
<td>FullName</td>
<td>Defendant full name. FORMAT: first middle(if it exists) last suffix(if it exists)</td>
<td>Text</td>
</tr>
<tr>
<td>DriverLicense</td>
<td>Defendant Driver License. FORMAT: State Number</td>
<td>Text</td>
</tr>
<tr>
<td>Height</td>
<td>Defendant Height</td>
<td>Text</td>
</tr>
<tr>
<td>Weight</td>
<td>Defendant Weight</td>
<td>Text</td>
</tr>
<tr>
<td>EyeColor</td>
<td>Defendant Eye Color</td>
<td>Text</td>
</tr>
<tr>
<td>DefendantAge</td>
<td>Defendant Age</td>
<td>Text</td>
</tr>
<tr>
<td>HairColor</td>
<td>Defendant Hair Color</td>
<td>Text</td>
</tr>
<tr>
<td>Street</td>
<td>Defendant Street Address</td>
<td>Text</td>
</tr>
<tr>
<td>SelectedPleaOfferRestUpFront</td>
<td>Selected Plea Offer: Restitution up front</td>
<td>Text</td>
</tr>
<tr>
<td>County Role</td>
<td>Utilization and Role</td>
<td></td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>County Sponsoring Executive/project Director</td>
<td>Monthly status meetings and as escalation point for any SAO specific items</td>
<td></td>
</tr>
<tr>
<td>Project Manager</td>
<td>20% utilization on the project to schedule internal resources and aid in resolution of SAO specific issues</td>
<td></td>
</tr>
<tr>
<td>Prosecutor SME</td>
<td>Up to 40% utilization on the project - lead role in the definition of new processes, role definition and authority to make decisions for the SAO.</td>
<td></td>
</tr>
<tr>
<td>Business Analyst or Prosecutor Functional Staff</td>
<td>80% on the project with detailed hands on knowledge of the business operations of the department. Responsible for working both in supporting the development project, definition, business related setup and the development of processes, business workflows, and training. Responsible for update of prose language, setup and configuration tables once trained.</td>
<td></td>
</tr>
<tr>
<td>Conversion, Integration and Reporting Specialists</td>
<td>As defined by the County based on complexity of interfacing – most likely .NET developers or legacy system programmers. Integration during the first phase will be limited to a consideration of the intake offender information interface at this time.</td>
<td></td>
</tr>
<tr>
<td>Technical Architect</td>
<td>As required to support the design, procurement and implementation of the technical architecture into the environment (servers, infrastructure, end user computers, peripherals etc.)</td>
<td></td>
</tr>
<tr>
<td>Application Operator</td>
<td>Will most likely come from the SAO team assigned to the development project – becomes the long term first line application support for the SAO. This team member will have dual roles across both the development and implementation project ensuring that both design and implementation vision stay in synchronization for the SAO.</td>
<td></td>
</tr>
<tr>
<td>Trainers</td>
<td>Will depend on planned implementation approach to internal SAO personnel and the approach for Defense Attorney / LEA roll out as defined in the Training Strategy Plan.</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT G
SAO OPERATIONAL UNITS

The following operational units will be part of the first go-live phase:

- Appeals
- Children’s’ Center and Investigations
- Diversion
- Felony Prosecutions
- Gangs
- Grand Jury
- Grants
- Imaging
- Juvenile
- Micap / Drug Court
- Misdemeanor Prosecutions
- Narcotics
- Public Integrity / Financial Crimes
- Records and Support
- Restitution
- Sexual Violence
- Victim Services

The following operational units will be part of the second go-live phase:

- Article 36 Seizures
- Forfeitures
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Overview

InfoService
The DuPage County Clerk System [DUCS] can communicate with TechShare Prosecutor via SOAP web services. When certain events occur on a DUCS case, DUCS will invoke a webservice telling TechShare the event has occurred. TechShare will receive this alert and if desired, TechShare will then issue a webservice request to DUCS requesting the details related to the event. TechShare should parse the response and update its case information accordingly.

In addition, new InfoService functionality is anticipated to support requesting a list of available court dates, scheduling a case for court, and ‘direct file’ of documents (motions) into DUCS. Usage details are tbd.

Image Viewing
DUCS has webservices to list all DUCS images on a case, and return a specific image as a PDF byte array for displaying.

Configuration
IUCS webservices exist to obtain modified statute and police officer information.

The above may be used to provide the below in TechShare

1. New SAO case creation
2. New court dates
3. Court dates stricken
4. Case Placement on Court Call
5. New/Amended charges for a defendant
6. Defendant Name Change
7. Case Agency Change
8. Case location change - when cases are transferred to another court room
9. Case indicators: expunged, sealed, impounded
10. Case disposition added/changed
11. DUCS Case Image List
12. DUCS Case Image display
13. Direct Document Filing
14. Maintenance of Statute file
15. Maintenance of Police Officers file
TechShare Notification Service

TechShare will need to implement a notification webservice which will be consumed by DUCS when certain events occur (i.e. – when certain activities are added to cases). This service needs to accept a TechShareNotificationServiceRequest object which will have 3 attributes:

- String alertEventCode;
- String courtCaseNumber;
- String[] parameters;

The parameters value will be null in most instances.

DUCS Info Service Parameters

InfoRequest
  ➔ userName -- String
  ➔ password -- String
  ➔ identifier - String (See below)
  ➔ parameters - Parameter[] (Array of Parameters)

Parameters []
  ➔ name -- String
Response Values

InfoResponse
  ➔ errored - Boolean
  ➔ messages - Message[] (Array of messages)
  ➔ responseXML - Response String in XML

Message
  ➔ code - String
  ➔ description - String

DataTypes and formats

Standard XML Data types and formats will be used.

Date - yyyy-mm-dd
Time - hh:mm:ss (24Hrs)
Boolean - true|false

Error Handling

If service side errors occur, these errors will be sent to the calling process by embedding these errors in the "messages" element in the InfoResponse object.

Generic Errors:
List below shows common error messages that could be thrown out from the service. Other identifier specific errors are described in individual identifier sections.

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>0010</td>
<td>Client unauthorized to consume the web service</td>
</tr>
<tr>
<td>0020</td>
<td>Server not available</td>
</tr>
<tr>
<td>0030</td>
<td>Security violation</td>
</tr>
<tr>
<td>0040</td>
<td>Invalid username or password</td>
</tr>
<tr>
<td>0050</td>
<td>Invalid web service identifier in the request</td>
</tr>
<tr>
<td>CODE</td>
<td>DESCRIPTION</td>
</tr>
<tr>
<td>------</td>
<td>------------------------------------</td>
</tr>
<tr>
<td>0060</td>
<td>Unknown parameter type in the request</td>
</tr>
</tbody>
</table>

**New Case**

**Overview:**
When a non-traffic criminal case with state offenses is added to DUCS, DUCS will send a `caseCreated` notification to TechShare. TechShare should send a series of info requests to DUCS requesting information to create the case or update the case in TechShare. TechShare should process each response from DUCS before initiating the next info request.

**Alerts/Requests:**
1. Case Info  
2. Case file info by case number  
3. Defendant Info by case number  
4. Arresting Info by Case number  
5. Count info by case number  
6. Bond info by case number  
7. Future Court Schedules by case number  
8. `*caselInitiationCompleted`  

- `*caselInitiationCompleted`  

<table>
<thead>
<tr>
<th>Notes:</th>
</tr>
</thead>
</table>
| - *Currently there is a case initiation process in SAO CaseTracker that does not run until DUCS Case Initiation is completed. This delay exists to ensure the initial SAO information is correct before printing jacket labels, other SAO case init processes are performed.  
  - Is there a TechShare case initiation process which should wait similarly?  
- Traffic cases are requested to be created from CaseTracker when needed. |
DUCS new SAO case is created

Step 1: DUCS sends an alert to TechShare indicating a PD case appointment
DUCS Alert: caseNumber caseCreated

Step 2 TechShare sends info request #1 – Case File Info by Case Number

DUCS Info Service Identifier: CourtFileInfoByCaseNumber
parameters: <name>CaseNumber</name><type>String</type><value>2016CM000573</value>
Invokes: WSCaseInfoByCaseNumberRule, response format:
ResponseXML:

<Party CaseNumber="2016CM000573"
CaseTitle="PEOPLE OF THE STATE OF ILLINOIS -VS- SHAVON S SMITH"
CourtLocation="4003"
FileDate="2016-02-24"
Impounded="FALSE"
Inactive="FALSE"
InitiatingAgencyCode="SO"
LegalStatus="CLOSED"
Sealed="FALSE"
PDAppointmentType=""
 />

Step 2.2: TechShare processes response

Step 3: TechShare sends info request #2 – Defendant Info by Case Number

DUCS Info Service Identifier: DefendantInfoByCaseNumber
parameters: <name>CaseNumber</name><type>String</type><value>2016CM000573</value>
Invokes: WSDefendantInfoByCaseNumberRule, response format:

Step 3.1: DUCS receives Info Request #2 and sends information to TechShare
ResponseXML:

<Party CaseNumber="2016CM000573"
RoleType="FIRST-NAMED DEFENDANT">
<PartyName Company="false"
FirstName="SHAVON"
LastName="ELLIS"
MiddleName="S"
Suffix="" />
<Address Address1="444 N RIDGEWAY"
Address2=""/>
Discussion Notes:

- **StateCode** is the driver's license state
- **RoleType** is "first named defendant" for an adult case may be "FIRST-NAMED RESPONDENT" if a juvenile case
- Values for addresstype: COMPANY, FOREIGN, HOME, MAILING, OTHER, WCRK, empty
- Values for eyecolor: BLACK, BLUE, BROWN, GRAY, GREEN, GREY, HAZEL, MARBLED, MAROON, MULTICOLORED, OTHER, PINK, UNKNOWN, empty
- Values for haircolor: BALD, BLACK, BLONDE, BLONDE OR STRAWBERRY, BROWN, GRAY, GRAY OR PARTIALLY GRAY, OTHER, RED, RED OR AUBURN, SANDY, UNKNOWN, WHITE, empty
- Values for Race: AMERICAN INDIAN, ASIAN, BLACK, HISPANIC, INDIAN, UNKNOWN, WHITE, empty

Step 3.2: TechShare processes response
Step 4: TechShare sends info request #3 – Arresting info by case number

DUCS Info Service Identifier: ArrestingInfoByCaseNumber
parameters: <name>CaseNumber</name><type>String</type><value>2016CM000573</value>

Invokes: WSArrestingInfoByCaseNumberRule, response format:

Step 4.1: DUCS receives Info Request #3 – WSArrestingInfoByCaseNumberRule and sends information to TechShare

ResponseXML:
<ArrestingInfo
  ArrestDate="2016-02-24"
  CaseNumber="2016CM000573">
  <Agency
    Address1="501 N COUNTY FARM RD"
    Address2=""
    Address3=""
    City="WHEATON"
    Code="SO"
    Description="SHERIFFS OFFICE"
    State="IL"
    ZipCode="601870000" />
  <OfficerInfo
    BadgeNo="321"
    FirstName="D"
    LastName="KRAUSE"
    MiddleName=""
    Suffix="" />
</ArrestingInfo

Step 4.2: TechShare processes response
Step 5: TechShare sends info request #4 – Count Info by Case Number

**DUCS Info Service Identifier:** CountInfoByCaseNumber

**parameters:** <name>CaseNumber</name><type.String</type><value>2016CM000573</value>

**Invokes:** WSCountInfoByCaseNumberRule, response format:

Step 5.1: DUCS receives Info Request #4 – WSCountInfoByCaseNumberRule and sends information to TechShare

**Response XML:**
```
<Counts>
  <Count>
    <CaseNumber>2016CM000573</CaseNumber>
    <CaseTypeDriverCode>22943268</CaseTypeDriverCode>
    <ComplaintNumber>16006976</ComplaintNumber>
    <CountNumber>0001</CountNumber>
    <CountStatus>CLOSED</CountStatus>
    <DefaultDescription>BATTERY - CAUSES BODILY HARM</DefaultDescription>
    <IncidentNumber>354318</IncidentNumber>
    <PrimaryCount>true</PrimaryCount>
    <ReferenceCode>720 ILCS 5/12-3(a)(1)</ReferenceCode>
    <ReportNumber/>
  </Count>
  <Count>
    <CaseTypeDriverCode>22943270</CaseTypeDriverCode>
    <ComplaintNumber>1657302</ComplaintNumber>
    <CountNumber>0002</CountNumber>
    <CountStatus>CLOSED</CountStatus>
    <DefaultDescription>BATTERY - MAKE PHYSICAL CONTACT OF AN INSULTING OR PROVOKING NATURE</DefaultDescription>
    <IncidentNumber/>
    <PrimaryCount>false</PrimaryCount>
    <ReferenceCode>720 ILCS 5/12-3(a)(2)</ReferenceCode>
    <ReportNumber/>
  </Count>
</Counts>
```

**Notes:**
- Incident Number is the ETSB call for service’s incident number. Note: This needs to be added to the TechShare case as will be needed for any WebRMS communications
- Report number is the responding police agency’s police report number

Step 5.2: TechShare processes response
Step 6: TechShare sends info request #5 – Bond Info by Case Number

DUCS Info Service Identifier: BondInfoByCaseNumber

parameters:  <name>CaseNumber</name><type.String><value>2016CM000573</value>

Invokes: WSBondInfoByCaseNumberRule, response format:

Step 6.1: DUCS receives Info Request #5 – WSBondInfoByCaseNumberRule and sends information to TechShare

Response XML:

```xml
<Bonds>
  <CaseNumber>2016CM000573</CaseNumber>
  <Bond>
    <FileDate>2018-07-01</FileDate>
    <Description>MITTIMUS</Description>
    <Amount>10000.00</Amount>
    <ReleaseType></ReleaseType>
  </Bond>
  <Bond>
    <FileDate>2018-07-08</FileDate>
    <Description>BOND</Description>
    <Amount>10000.00</Amount>
    <ReleaseType>TEN PERCENT</ReleaseType>
  </Bond>
</Bonds>
```

Discussion Notes:
- No release information on Mittimus
- Release types: Personal recognizance, No Bond

Step 6.2: TechShare processes response

Step 7: TechShare sends info request #6 – Future Court Schedules by Case Number

This step will NOT be invoked for “Bond Court” case appointments

DUCS Info Service Identifier: FutureCourtSchedulesByCaseNumber

parameters:  <name>CaseNumber</name><type.String><value>2016CM000573</value>

Invokes: WSFutureCourtSchedulesByCaseNumberRule, response format:

Step 7.1: DUCS receives Info Request #6 – WSFutureCourtSchedulesByCaseNumberRule and sends information to TechShare

Response XML:

```xml
<Schedules>
  <CaseNumber>2016CM000573</CaseNumber>
</Schedules>
```
<CourtSchedule
  CourtDate="2017-08-10"
  CourtLocationCode="4003"
  CourtTime="09:30:00"
  OrderingJudge="MCGIMPSEY AX"
  PurposeCode="MOTION"
  PurposeCodeDescription="PETITION TO REVOKE"
  ScheduleValid="false" />

<CourtSchedule
  CourtDate="2017-07-10"
  CourtLocationCode="4003"
  CourtTime="09:30:00"
  OrderingJudge="MCGIMPSEY AX"
  PurposeCode="FOR SETTING"
  PurposeCodeDescription="JURY TRIAL"
  ScheduleValid="false" />

<CourtSchedule
  CourtDate="2016-04-25"
  CourtLocationCode="4003"
  CourtTime="08:30:00"
  OrderingJudge="MCGIMPSEY AX"
  PurposeCode="ATTORNEY"
  PurposeCodeDescription="ATTORNEY"
  ScheduleValid="true" />

<CourtSchedule
  CourtDate="2016-05-25"
  CourtLocationCode="4003"
  CourtTime="08:30:00"
  OrderingJudge="MITTON JH"
  PurposeCode="CONFERENCE AND SETTING"
  PurposeCodeDescription="CONFERENCE AND SETTING"
  ScheduleValid="true" />

<CourtSchedule
  CourtDate="2016-08-09"
  CourtLocationCode="4003"
  CourtTime="09:30:00"
  OrderingJudge="MCGIMPSEY AX"
  PurposeCode="JURY TRIAL"
  PurposeCodeDescription="JURY TRIAL"
  ScheduleValid="true" />

<CourtSchedule
  CourtDate="2016-08-09"
  CourtLocationCode="4003"
  CourtTime="09:30:00"
  OrderingJudge="MCGIMPSEY AX"
  PurposeCode="JURY TRIAL"
  PurposeCodeDescription="JURY TRIAL"
  ScheduleValid="true" />

<CourtSchedule
  CourtDate="2016-09-13"
  CourtLocationCode="4003"
  CourtTime="08:30:00"
  OrderingJudge="MCGIMPSEY AX"
  PurposeCode="STATUS"
<CourtSchedule
CourtDate="2016-11-07"
CourtLocationCode="4003"
CourtTime="09:30:00"
OrderingJudge="MCGIMPSEY AX"
PurposeCode="JURY TRIAL"
PurposeCodeDescription="JURY TRIAL"
ScheduleValid="true" />

<CourtSchedule
CourtDate="2016-09-23"
CourtLocationCode="4003"
CourtTime="08:30:00"
OrderingJudge="MCGIMPSEY AX"
PurposeCode="STATUS"
PurposeCodeDescription="STATUS ON SUBPOENA DUCESE TECUM"
ScheduleValid="true" />

<CourtSchedule
CourtDate="2017-01-24"
CourtLocationCode="4003"
CourtTime="09:30:00"
OrderingJudge="MCGIMPSEY AX"
PurposeCode="JURY TRIAL"
PurposeCodeDescription="JURY TRIAL"
ScheduleValid="true" />

<CourtSchedule
CourtDate="2017-04-11"
CourtLocationCode="4003"
CourtTime="09:30:00"
OrderingJudge="MCGIMPSEY AX"
PurposeCode="JURY TRIAL"
PurposeCodeDescription="JURY TRIAL"
ScheduleValid="true" />

<CourtSchedule
CourtDate="2017-07-10"
CourtLocationCode="4003"
CourtTime="09:30:00"
OrderingJudge="MCGIMPSEY AX"
PurposeCode="JURY TRIAL"
PurposeCodeDescription="JURY TRIAL"
ScheduleValid="true" />

<CourtSchedule
CourtDate="2018-07-09"
CourtLocationCode="4003"
CourtTime="08:30:00"
OrderingJudge="MCGIMPSEY AX"
PurposeCode="FOR REPORT"
PurposeCodeDescription="FOR REPORT"
ScheduleValid="true" />

<CourtSchedule
CourtDate="2016-06-23"
CourtLocationCode="4003"
CourtTime="08:30:00"
OrderingJudge=""
PurposeCode="MOTION"
PurposeCodeDescription="MOTION"
ScheduleValid="true" />
<CourtSchedule>
   CourtDate="2016-09-23"
   CourtLocationCode="4003"
   CourtTime="08:30:00"
   OrderingJudge=""
   PurposeCode="MOTION"
   PurposeCodeDescription="MOTION"
   ScheduleValid="true" />
</CourtSchedule>

<CourtSchedule>
   CourtDate="2016-03-28"
   CourtLocationCode="4003"
   CourtTime="08:30:00"
   OrderingJudge=""
   PurposeCode="- CASE"
   PurposeCodeDescription="- CASE"
   ScheduleValid="true" />
</Schedules>

Step 6.2: TechShare processes response

Note: In the example above 1 court date would be added (scheduleValid=true) and 2 should be stricken/inactivated (scheduleValid = false)

Notes:
- DUCS can send multiple instances of a court date due to multiple items being scheduled on the same date, i.e. "Supervision – appearance required for report" and "status". Can TechShare allow multiple appearance types entered for one court date?
- DUCS will send any future court date for a case, this date may have been previously sent TechShare will need to check if this date exists in TechShare and if it does ignore it.
DUCS Schedule Purpose Codes

Notes:
- DUCS has two fields which can describe why a case is going to court, purpose and type. DUS sends purpose, and that purpose's long description if populated on the DUCS scheduling activity, or the DUCS type if purpose is not populated.

Example of a DUCS Screen
Schedule Purpose Codes

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>APPOINT PUBLIC DEFENDER</td>
<td></td>
</tr>
<tr>
<td>ARRAIGNMENT</td>
<td></td>
</tr>
<tr>
<td>ATTORNEY</td>
<td></td>
</tr>
<tr>
<td>BENCH TRIAL</td>
<td></td>
</tr>
<tr>
<td>BOND FORFEITURE</td>
<td></td>
</tr>
<tr>
<td>BOND REDUCTION</td>
<td></td>
</tr>
<tr>
<td>BOND RETURN</td>
<td></td>
</tr>
<tr>
<td>CASE MANAGEMENT</td>
<td></td>
</tr>
<tr>
<td>CHECK</td>
<td></td>
</tr>
<tr>
<td>CITATION</td>
<td></td>
</tr>
<tr>
<td>CLOSE THE ESTATE</td>
<td></td>
</tr>
<tr>
<td>CONFERENCE</td>
<td></td>
</tr>
<tr>
<td>CONFERENCE AND SETTING</td>
<td></td>
</tr>
<tr>
<td>DECISION</td>
<td></td>
</tr>
<tr>
<td>DILIGENCE</td>
<td></td>
</tr>
<tr>
<td>DISPOSITION</td>
<td></td>
</tr>
<tr>
<td>EVALUATION</td>
<td></td>
</tr>
<tr>
<td>FOR PAYMENT</td>
<td></td>
</tr>
<tr>
<td>FOR POSTING</td>
<td></td>
</tr>
<tr>
<td>FOR REPORT</td>
<td></td>
</tr>
<tr>
<td>FOR SENTENCE</td>
<td></td>
</tr>
<tr>
<td>FOR SETTING</td>
<td></td>
</tr>
<tr>
<td>HEARING</td>
<td></td>
</tr>
<tr>
<td>INITIAL SCHEDULE</td>
<td></td>
</tr>
<tr>
<td>INTERVENTION</td>
<td></td>
</tr>
<tr>
<td>JUDGMENT OF FORFEITURE</td>
<td></td>
</tr>
<tr>
<td>JURY TRIAL</td>
<td></td>
</tr>
<tr>
<td>MOTION</td>
<td></td>
</tr>
<tr>
<td>MOTION TO EXPUNGE</td>
<td></td>
</tr>
<tr>
<td>MOTION TO SUPPRESS</td>
<td></td>
</tr>
<tr>
<td>MOTION TO VACATE</td>
<td></td>
</tr>
<tr>
<td>NOTICE</td>
<td></td>
</tr>
<tr>
<td>NSF CHECK</td>
<td></td>
</tr>
<tr>
<td>ORDER</td>
<td></td>
</tr>
<tr>
<td>PAPER</td>
<td></td>
</tr>
<tr>
<td>PETITION</td>
<td></td>
</tr>
<tr>
<td>PETITION TO REVOKE</td>
<td></td>
</tr>
<tr>
<td>PLEA</td>
<td></td>
</tr>
<tr>
<td>PLEA OR SETTING</td>
<td></td>
</tr>
<tr>
<td>PRE-TRIAL CONFERENCE</td>
<td></td>
</tr>
<tr>
<td>PRELIMINARY HEARING</td>
<td></td>
</tr>
</tbody>
</table>
PRESENTMENT
PROVE UP
QUASH ARREST
QUASH WARRANT
RESET HEARING
RETURN DATE
RULE TO SHOW CAUSE
STATUS
SUPPRESS EVIDENCE
TRIAL
VACATE JUDGMENT
VIP-ENGLISH
VIP-RETURN
VIP-Spanish
WARRANT
115-10 MOTION

DUCS Continuance Types

**Continuance Types**
- EMERGENCY
- INTERIM
- PLENARY
- BY AGREEMENT
- BY COURT
- BY DEFENDANT
- BY PLAINTIFF/PROSECUTOR
- FOR ADJUDICATORY HEARING
- FOR ALIAS SUMMONS
- FOR ANNUAL REPORT
- FOR ANSWER AND SETTING
- FOR ARBITRATION HEARING
- FOR ARRRAIGNMENT
- FOR ATTORNEY
- FOR BENCH TRIAL
- FOR CASE MGMT CONFERENCE
- FOR CONF AND SETTING
- FOR DECISION
- FOR DILIGENCE
- FOR DISCOVERY STATUS
- FOR DISMISSAL
- FOR DRUG COURT STATUS
FOR ESTATE REPORT
FOR EXCEPTIONAL SETTING
FOR FEE ARBITRATION
FOR FINAL STATUS DATE
FOR HEARING
FOR JUDGMENT
FOR JURY TRIAL
FOR MEDIATION CONFERENCE
FOR MEDIATION SET UP
FOR MICAP STATUS
FOR PAYMENT
FOR PAYMENT STATUS
FOR PERMANENCY HEARING
FOR PLEA/ANSWER//SETTING
FOR POST MEDIATION STATUS
FOR POSTING/PUBLICATION
FOR PRE-TRIAL
FOR PRES OF VOUCHERS
FOR PRESENTMENT
FOR PROVE UP
FOR REIMBURSEMENT
FOR RENEWAL HEARING
FOR REPORT
FOR REPORT ON JOB SEARCH
FOR SENTENCING
FOR SETTLEMENT ORDER
FOR STATUS
FOR TPR HEARING
FOR TRACKING
FOR TRIAL
FOR TRIAL IN ABSENTIA
MODIFIED
TechShare Initiated Request for case information

Overview:
TechShare should support a request for case information from DUCS when case information is needed and it is not in TechShare (e.g., old case, a desired traffic case). It should be the same process as a caseCreated DUCs notification, invoke the series of DUCS InfoService requests.

TechShare Info Requests series

1. Case info by case number -> CourtFileInfoByCaseNumber
2. Defendant info by case number -> DefendantInfoByCaseNumber
3. Arresting Case information -> ArrestingInfoByCaseNumber
4. Count info by count -> CountInfoByCaseNumber
5. Bond info by case number -> BondInfoByCaseNumber
6. Court Schedules by case number -> FutureCourtSchedulesByCaseNumberRule

Step 1.1: TechShare sends info request - CourtFileInfoByCaseNumber
Step 1.2: TechShare process DUCS response

Step 2.1: TechShare sends info request - DefendantInfoByCaseNumber
Step 2.2: TechShare process DUCS response

Step 3.1: TechShare sends info request - ArrestingInfoByCaseNumber
Step 3.2: TechShare process DUCS response

Step 4.1: TechShare sends info request - CountInfoByCaseNumber
Step 4.2: TechShare process DUCS response

Step 5.1: TechShare sends info request - BondInfoByCaseNumber
Step 5.2: TechShare process DUCS response

Step 6.1: TechShare sends info request - FutureCourtSchedulesByCaseNumberRule
Step 6.2: TechShare process DUCS response
List DUCS documents for a case

See document: Info_Service_IDD_Image_Access_1.01.doc

Return a specific document as a PDF byte array

See document: Info_Service_IDD_Image_Access_1.01.doc
DUCS Standard Direct Filing Interface

(Yet to be implemented in DUCS, expected by 12/31/18)

Standard documents to file that only contain a file date and activity code can be done thru an interface instead of the separate efile system

DUCS Info Service Identifier: DocumentFiling

parameters:
<name>CaseNumber</name><type>String</type><value>2016CM000573</value>
<name>DocumentTypeCode</name><type>String</type><value>XXXXXXXXXXXXX</value>
<name>FilingAttorneyDucsID</name><type>Integer</type><value>100132</value>
<name>FilingAttorneyStateIDNum</name><type>String</type><value>06273598</value>
<name>DocumentEncodedData</name><type>byte[]</type><value>xxxxxxxxxxxx
xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx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Possible document types:

- Motions
- Answers
- Else?

If documents being filed need to send other meta-data into DUCS, we need to identify those and determine if a new service can/should be developed.
Future Court Dates Interface

Future Court Dates

All the future case schedule activity information of this case will be returned to the calling process. Case Number should be passed into the web service and the service will look-up all the schedules which belong to that case. Each active or stricken court schedule activity in DUCS will be returned as a <CourtSchedule>, returning the DUCS activity fileDate, hearing and orderingJudge information if exists, courtDate, courtLocationCode, courtTime, orderingJudge, purposeCode, purposeCodeDescription, and validSchedule indicator. PurposeCodeDescription is a long description of the purpose. It can go up to 150 characters. ValidSchedule indicates if the court date is still active/valid (true), or has been stricken (false).

Note: all future court dates will be returned and some may have been previously sent to the PCMS. If the future date (w/ exact same info and purposeCode and PurposeCodeDescription is already in the PCMS with the same active/stricken value then ignore

Step 1: DUCS sends an alert
Alert: “courtSchedule” or “dateStricken”

   Alert
   ➢ CaseNumber i.e. “2016CF000123”
   ➢ Alert event code/identifier i.e “FutureCourtScheduleInfoByCaseNumber”

Step 2: PCMS receives webservice and determines if case is in the PCMS and active. If case is active in PCMS, an information request to DUCS with the following parameters:

DUCS Info Service Identifier: FutureCourtSchedulesByCaseNumber
parameters: <name>CaseNumber</name><type.String</type><value>2016CM000573</value>
Invokes : WSFutureCourtSchedulesByCaseNumberRule, response format:
Response XML:
[Same as above in new case creation]

Step 3: DUCS receives information request and responds with future court date information

Step 4: Upon TechShare receiving the information back, an appearance record should be created for all counts in TechShare.
Case Placement on Call Interface  (Does SAO need??)

(Yet to be implemented in DUCS, expected by 12/31/18)

DPC selects the case to be placed on the Court Call. CMS will issue a request to DUCS for the next 10 available court dates. Once the available dates are received from DUCS, the user will select a court date, time & location and submit a request to DUCS to place on the Court call. The user will get a confirmation if placement is successful or if the placement failed. If placement is successful, there will be an automatic appearance record created in TechShare with the information that is returned from the DUCS court call.

Notes:
- SAO may place cases on court call for numerous reasons: plea, continuance, status, discovery, return on subpoena, notice of motion, etc.
- Clerk will need to establish motion ceilings for criminal court rooms
- SAO will enter a date range to obtain available court dates

Step 1: Select case and date range for available court dates

- The outgoing request will have the following information:
  o Case Number
  o Case Type – derived from the court no., (CF, CM, TR, DV, etc.)
  o Case year – first 4 bytes of the court no
  o Days in future
  o Purpose Code

Notes:
- Purpose codes: Status, Return on subpoena, Motion ??

Step 2: DUCS receives request and responds with next available court dates

Step 3: User selects court date and purpose, TechShare sends selected date back to DUCS for placement on call

Step 4: DUCS returns success message, TechShare creates a schedule

Notes:
- If the SAO needs to strike a court date, they still need to call the judges secretary to strike the date, once the secretary strikes the date, an alert will be sent from DUCS indicating the court date has been stricken
--- Implementation details to be determined, perhaps:

1. To obtain x number of available future court dates for a case...

DUCS Info Service Identifier: GetAvailableCourtDatesForCaseNumber

parameters: <name>CaseNumber</name><type.String</type><value>2016CM000573</value>
<name>Purpose</name><type.String</type><value>MOTION</value>
<name>BeginDate</name><type.Date</type><value>'2018-09-01'</value>
<name>EndDate</name><type.Date</type><value>'2018-09-30'</value>

Invokes: WSGetAvailableCourtDatesForCaseNumberRule, response format:
DUCS receives information request and sends information to TechShare
Response XML:

```xml
<AvailableCourtDates CaseNumber="2016CF000123">
  <AvailableCourtDate
    CourtDate="2018-09-04"
    CourtTime="09:00:00"
    CourtLocationCode="4000"
  />
  <AvailableCourtDate
    CourtDate="2018-09-05"
    CourtTime="09:00:00"
    CourtLocationCode="4000"
  />
  <AvailableCourtDate
    CourtDate="2018-09-06"
    CourtTime="09:00:00"
    CourtLocationCode="4000"
  />
  ...
  ...
</AvailableCourtDates>
```

2. To schedule the case

DUCS Info Service Identifier: ScheduleCaseNumber

parameters: <name>CaseNumber</name><type.String</type><value>2016CM000573</value>
<name>CourtDate</name><type.Date</type><value>2018-09-04</value>
<name>CourtTime</name><type.Time</type><value>09:00:00</value>
<name>CourtLocationCode</name><type.String</type><value>4000</value>
<name>Purpose</name><type.String</type><value>MOTION</value>

ResponseXML: empty (will return with errored value = true or false)
DUCS will create a schedule activity for the case and update the appropriate ceiling.
Case Disposition interface

Step 1: DUCS sends an alert
Alert
  - CaseNumber i.e. "2016CF000123"
  - Alert event code/identifier i.e. "dispositionChanged"

DUCS Info Service Identifier: DispositionActivityInfoByCaseNumber
parameters: <name>CaseNumber</name><type.String</type><value>2016CM000573</value>

DUCS Invokes: WSDispositionActivityInfoByCaseNumberRule , response format:

Response XML:
<Dispositions CaseNumber="2016CM000573">
  <Disposition
    Active=YES
    ActivityTypeCode="1955"
    CountNumber="0001"
    FileDate="2017-07-10"
    InstitutionType="" 
    OrderingJudge="MCGIMPSEY AX"
    SentenceDays="0"
    SentenceHours="0"
    SentenceMonths="0"
    SentenceWeekends="0"
    SentenceWeeks="0"
    SentenceYears="0"
  />
  <Disposition
    Active=YES
    ActivityTypeCode="222"
    CountNumber="0002"
    FileDate="2017-07-10"
    InstitutionType="" 
    OrderingJudge="MCGIMPSEY AX"
    SentenceDays="0"
    SentenceHours="0"
    SentenceMonths="0"
    SentenceWeekends="0"
    SentenceWeeks="0"
    SentenceYears="0"
  />
  <Disposition
    Active=YES
    ActivityTypeCode="4100"
    CountNumber="0002"
    FileDate="2017-07-10"
    InstitutionType="" 
    OrderingJudge="MCGIMPSEY AX"
    SentenceDays="0"
    SentenceHours="0"
    SentenceMonths="0"
    SentenceWeekends="0"
    SentenceWeeks="0"
    SentenceYears="0"
  />
</Dispositions>
<Disposition>
  Active="Y"
  ActivityTypeCode="4710"
  CountNumber="0002"
  FileDate="2017-07-10"
  InstitutionType=""
  OrderingJudge="MCGIMPSEY AX"
  SentenceDays="0"
  SentenceHours="0"
  SentenceMonths="0"
  SentenceWeekends="0"
  SentenceWeeks="0"
  SentenceYears="0"
</Disposition>

<Disposition>
  Active="Y"
  ActivityTypeCode="4355"
  CountNumber="0002"
  FileDate="2017-07-10"
  InstitutionType=""
  OrderingJudge="MCGIMPSEY AX"
  SentenceDays="7"
  SentenceHours="0"
  SentenceMonths="0"
  SentenceWeekends="0"
  SentenceWeeks="0"
  SentenceYears="0"
</Disposition>

<Disposition>
  Active="Y"
  ActivityTypeCode="4300"
  CountNumber="0002"
  FileDate="2017-07-10"
  InstitutionType=""
  OrderingJudge="MCGIMPSEY AX"
  SentenceDays="0"
  SentenceHours="0"
  SentenceMonths="0"
  SentenceWeekends="0"
  SentenceWeeks="0"
  SentenceYears="0"
</Disposition>
</Dispositions>

Notes:
- Active field = "N" means the disposition is vacated or inactive so active = "N" TechShare may need to remove a previously added disposition info
- ** The ActivityTypeCode is matched with CaseTracker sup_disp table which describes details of a certain disposition -> it prioritizes them, and has other indicators as well (isGuilty, isDismiss, isClosing, isSentence, etc.) which may be used for reporting

TechShare processes response
**DUCS Disposition Codes**

Currently sent to CaseTracker:

<table>
<thead>
<tr>
<th>Activity Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>111</td>
<td>PLEA OF GUILTY BUT MENTALLY ILL</td>
</tr>
<tr>
<td>1130</td>
<td>SENTENCED TO DOC</td>
</tr>
<tr>
<td>1560</td>
<td>CHANGE OF VENUE</td>
</tr>
<tr>
<td>1590</td>
<td>CONSOLIDATE INTO ANOTHER CASE</td>
</tr>
<tr>
<td>1592</td>
<td>MERGED-NO SENTENCE</td>
</tr>
<tr>
<td>1790</td>
<td>DWP</td>
</tr>
<tr>
<td>1800</td>
<td>CLOSING DISMISSAL</td>
</tr>
<tr>
<td>1805</td>
<td>DISMISSAL - MANDATORY INSURANCE</td>
</tr>
<tr>
<td>1955</td>
<td>NOLLE PROS</td>
</tr>
<tr>
<td>1990</td>
<td>COUNT LEGALLY CLOSED</td>
</tr>
<tr>
<td>222</td>
<td>GUILTY PLEA</td>
</tr>
<tr>
<td>230</td>
<td>EXPUNGE ORDER CASE</td>
</tr>
<tr>
<td>333</td>
<td>NOT GUILTY PLEA</td>
</tr>
<tr>
<td>3420</td>
<td>DISCHARGE (MENTAL HEALTH)</td>
</tr>
<tr>
<td>4100</td>
<td>SUPERVISION</td>
</tr>
<tr>
<td>4295</td>
<td>RESENTENCE</td>
</tr>
<tr>
<td>4300</td>
<td>FINES AND COSTS ASSESSED</td>
</tr>
<tr>
<td>4330</td>
<td>PROBATION</td>
</tr>
<tr>
<td>4353</td>
<td>JUDGMENT OF CONVICTION - EXPARTE</td>
</tr>
<tr>
<td>4355</td>
<td>SHERIFF'S WORK ALTERNATIVE PROGRAM</td>
</tr>
<tr>
<td>4360</td>
<td>IMPRISONMENT</td>
</tr>
<tr>
<td>4370</td>
<td>PERIODIC IMPRISONMENT</td>
</tr>
<tr>
<td>4390</td>
<td>CONDITIONAL DISCHARGE</td>
</tr>
<tr>
<td>4399</td>
<td>DEATH SENTENCE</td>
</tr>
<tr>
<td>4405</td>
<td>NATURAL LIFE IN PRISON</td>
</tr>
<tr>
<td>444</td>
<td>PRE-COURT GUILTY PLEA</td>
</tr>
<tr>
<td>4470</td>
<td>DEFENDANT DECEASED - CASE TERMINATED</td>
</tr>
<tr>
<td>4490</td>
<td>GUILTY FINDING - NO SENTENCE</td>
</tr>
<tr>
<td>4625</td>
<td>DEFERRED PROSECUTION</td>
</tr>
<tr>
<td>4675</td>
<td>GUILTY BUT MENTALLY ILL</td>
</tr>
<tr>
<td>4687</td>
<td>REMAND/COMMIT TO MENTAL HEALTH FACILITY</td>
</tr>
<tr>
<td>4700</td>
<td>NOT GUILTY</td>
</tr>
<tr>
<td>4710</td>
<td>GUILTY</td>
</tr>
<tr>
<td>4725</td>
<td>NO JUDGMENT ON FINDING</td>
</tr>
<tr>
<td>4761</td>
<td>MICAP PLEA AGREEMENT AND CONTRACT</td>
</tr>
<tr>
<td>4815</td>
<td>COMMUNITY SERVICE</td>
</tr>
<tr>
<td>740</td>
<td>CONSENT ORDER</td>
</tr>
<tr>
<td>810</td>
<td>DEFAULT JUDGMENT</td>
</tr>
<tr>
<td>-----</td>
<td>------------------</td>
</tr>
<tr>
<td>815</td>
<td>DEFAULT JUDGMENT (LOCAL)</td>
</tr>
<tr>
<td>835</td>
<td>DIRECTED FINDING OF NOT GUILTY</td>
</tr>
<tr>
<td>837</td>
<td>DIRECTED FINDING OF GUILTY</td>
</tr>
<tr>
<td>8385</td>
<td>DEATH CERTIFICATE</td>
</tr>
<tr>
<td>840</td>
<td>DIRECTED FINDING</td>
</tr>
</tbody>
</table>
New Amended Charges for a defendant interface

Alert -> chargeOrCountChanged alert

- If a defendant has 5 charges and charge 3 is dropped, DUCS will send an alert with charges 1,2,4,5. TechShare might then need to inactivate charge 3

Defendant Name change Interface

Alert -> defendantChanged

Case Agency Change

Alert -> agencyChanged

Case Location Change Interface

Alert -> caseLocationChanged

Case expunged, impounded, sealed interface

Alerts -> caseExpunged, caseImpounded, caseSealed
Maintenance of Statute file

Overview:
We recommend maintenance of the statute file should be run daily. Two webservices are needed to maintain the statute file, one for state statutes and one for county ordinances.

See the following sections in the Illinois Uniform Configuration Service, Developer Guide & reference.
- Section 2  Web Service Connection Details
- Section 5.3.2  State Violation List parameters
- Section 5.5.2  Local Violation List Parameters

Maintenance of Officer file

Overview:

See the following sections in the Illinois Uniform Configuration Service, Developer Guide & reference.

- Section 2 Web Service Connection Details
- Section 5.1.1 Officer List Data

Discussion Notes 06/08/2018:

- Since badge numbers can be recycled TechShare will need to keep track of the badge number and version number.
- Recommend invoking daily

Info Service
### Revisions

<table>
<thead>
<tr>
<th>Author</th>
<th>Revision</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kanishka Liyanage</td>
<td>Added new fields to few WEB Identifiers</td>
<td>Sept 13th, 2018</td>
</tr>
</tbody>
</table>

---

**Table 2**
Introduction:

Circuit Court Clerk Case Management System or the Unified Court System (UCS) can be accessed via a web service published by Circuit Clerk's office for the designated parties. Certain information is available for the authorized parties. Based on the party credentials, the information provided for the party may vary.

At the time of the request, the information has to be **completed or verified** by the circuit clerk's personal. If the information is in an incomplete state, the service will not provide any information. As the minimally required information is not known at this point, only the complete information will be sent out to the calling process via this service.
Service URL

Test:

Service name changed to:

http://172.30.5.159/InfoService/services/RequestHandler/wSDL/RequestHandler.wsdl

Prod:

Will be provided later

Web Method

Generic web method is provided to request information from the UCS.

Web method name is changed to "invoke()" from "getInformation()"

public InfoResponse invoke(InfoRequest)
Parameters

InfoRequest
→ userName -- String
→ password -- String
→ identifier -- String (See below)
→ parameters -- Parameter[] (Array of Parameters)

Parameter
→ name -- String
→ type -- String (String, Date, Time, Timestamp, Int, Double, Boolean)
→ value -- String (String representation of the value)

Response Values

InfoResponse
→ errored -- Boolean
→ messages -- Message[] (Array of messages)
→ responseXML -- Response String in XML

Message
→ code -- String
→ description -- String

DataTypes and formats

Standard XML Data types and formats will be used.

Date - yyyy-mm-dd
Time - hh:mm:ss (24Hrs)
Boolean - true|false
Error Handling

If service side errors occur, these errors will be sent to the calling process by embedding these errors in the “messages” element in the InfoResponse object.

Generic Errors:
List below shows common error messages that could be thrown out from the service. Other identifier specific errors are described in individual identifier sections.

Table 3

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>0010</td>
<td>Client unauthorized to consume the web service</td>
</tr>
<tr>
<td>0020</td>
<td>Server not available</td>
</tr>
<tr>
<td>0030</td>
<td>Security violation</td>
</tr>
<tr>
<td>0040</td>
<td>Invalid username or password</td>
</tr>
<tr>
<td>0050</td>
<td>Invalid web service identifier in the request</td>
</tr>
<tr>
<td>0060</td>
<td>Unknown parameter type in the request</td>
</tr>
</tbody>
</table>

Identifiers

ImageSummaryByCaseNumber

Calling process is required to pass the following input parameters. This Identifier returns a list of documents’ meta data. This API provides pagination and will be returned in pages of a provided size.

<table>
<thead>
<tr>
<th>CaseNumber</th>
<th>2016CM000573</th>
</tr>
</thead>
<tbody>
<tr>
<td>PageIndex</td>
<td>This request will return a list of document meta data. When returning, the return result set will be paged for better</td>
</tr>
</tbody>
</table>
Remote CMS Use:

<table>
<thead>
<tr>
<th>ID</th>
<th>DUCS UserProfile ID from File Date</th>
<th>PageSize</th>
<th>From File Date</th>
<th>DUCS UserProfile ID</th>
<th>Remote CMS UserProfile ID</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Query the images from this date towards future. (Optional)</td>
<td>DUCS User Profile ID that will be used to verify their security to see if they have security to access this document. This is different from the Web Service's username and password.</td>
<td>This is the user in which who made the query for DUCS Audit Logs.</td>
</tr>
</tbody>
</table>

Returns the list of images that are found for the security of the user. <Documents> tag will have attributes indicating PageIndex, PageSize (Size of the Page requested), TotalRecords (Total Number of rows returned from the Query).

Sample XML Output:

```xml
<?xml version="1.0" encoding="UTF-8"?>

<Documents CaseNumber="2016CM000573" PageIndex="1" PageSize="20" TotalPages="1" TotalRecords="49">
  <Document ContentType="6740" CountNumber="" Description="JURY WAIVER" FileDate="2017-07-10" ImageDocID="B17192AA.AVS" PageCount="1" />
  <Document ContentType="30071" CountNumber="" Description="SENTENCE ORDER" FileDate="2017-07-10" ImageDocID="B17191AA.DAW" PageCount="2" />
  <Document ContentType="8000" CountNumber="" Description="NOTICE" FileDate="2017-07-10" ImageDocID="B17192AA.AV6" PageCount="1" />
  <Document ContentType="60500" CountNumber="" Description="CASE JACKET" FileDate="2017-07-10" ImageDocID="B17192AA.A4L" PageCount="1" />
  <Document ContentType="9550" CountNumber="" Description="MISC DOCUMENT NOT SERVED" FileDate="2017-06-13" ImageDocID="B17166AA.FK3" PageCount="3" />
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Table 4

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<tbody>
<tr>
<td>IS010</td>
<td>Invalid case number format</td>
</tr>
<tr>
<td>IS020</td>
<td>Court file does not exist</td>
</tr>
<tr>
<td>IS030</td>
<td>Court file does not exist or inactive</td>
</tr>
<tr>
<td>IS040</td>
<td>Page index is invalid</td>
</tr>
<tr>
<td>IS050</td>
<td>Page size is invalid</td>
</tr>
<tr>
<td>IS060</td>
<td>Invalid parameter</td>
</tr>
<tr>
<td>IS070</td>
<td>No documents were found for the criteria provided</td>
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</tbody>
</table>

DuPage County TechShare/DUCS Interfaces- Exhibit H  
9/11/2018
<table>
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<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>IM010</td>
<td>Invalid case number format</td>
</tr>
<tr>
<td>IM020</td>
<td>Court file does not exist</td>
</tr>
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<td>IM030</td>
<td>Invalid image document ID</td>
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<tr>
<td>IM040</td>
<td>Court File Security violation</td>
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<tr>
<td>IM050</td>
<td>Document does not exist or security violation</td>
</tr>
<tr>
<td>IM060</td>
<td>Invalid DUCS User Configuration Received</td>
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</table>

Sample Output XML:

```xml
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DocumentDesc="MISC DOCUMENT NOT SERVED" DocumentType="9555" FileDate="2017-06-13" ImageDocID="B17166AA.FK3" PageCount="3">BASE64ENCODED DATA</Document>
```
Resolution
FI-R-0922-18

ADDITIONAL APPROPRIATION
SHERIFF’S BASIC CORRECTIONAL OFFICER (BCO) TRAINING FUND
COMPANY 1300, ACCOUNTING UNIT 4460
$90,600

WHEREAS, appropriations for the BCO Training Course Fund for Fiscal Year 2018 were adopted by the County Board pursuant to Ordinance FI-O-0044-17; and

WHEREAS, due to an additional training session scheduled during the year and associated costs exceeding original expectation, expenditures are greater than originally anticipated; and

WHEREAS, although the County must initially pay for the training course expenses, said costs are recovered through fee revenues from the State of Illinois and the University of Illinois-Police Training Institute; and

WHEREAS, the amount necessary to accommodate the additional training course expenditures through the remainder of Fiscal Year 2018 is $90,600 (NINETY THOUSAND, SIX HUNDRED AND NO/100 DOLLARS); and

WHEREAS, there is sufficient unappropriated cash in the BCO Training Course Fund to support an additional appropriation of $90,600 (NINETY THOUSAND, SIX HUNDRED AND NO/100 DOLLARS); and

WHEREAS, the DuPage County Board finds that the need to appropriate said additional 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 additional appropriation on the attached sheet (Attachment) in the amount $90,600 (NINETY THOUSAND, SIX HUNDRED AND NO/100 DOLLARS) in Company 1300, Accounting Unit 4460 is hereby accepted and added to the Fiscal Year 2018 Appropriation Ordinance.

Enacted and approved this 13th day of November, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: ________________________________
PAUL HINDS, COUNTY CLERK
ADDITIONAL APPROPRIATION
SHERIFF’S BCO TRAINING FUND
COMPANY 1300, ACCOUNTING UNIT 4460
$90,600

FUNDING SOURCE

1300-9103-30000 – Fund Balance $ 90,600

Total Funding Source $90,600

EXPENDITURES

PERSONNEL

50010 – Overtime $ 7,000
51010 – IMRF $ 2,000
51030 – Social Security $ 500
51040 – Medical $ 600

Total Personnel $10,100

CONTRACTUAL

53090 – Other Professional Services $ 4,500
53610 – Instruction & Schooling $21,000
53830 – Other Contractual Expenses $ 55,000

Total Contractual $80,500

TOTAL ADDITIONAL APPROPRIATION
COMPANY 1300, ACCOUNTING UNIT 4460 $90,600
Resolution
FI-R-0923-18

ACCEPTANCE AND APPROPRIATION OF THE
FFY18 STATE COURT IMPROVEMENT PROGRAM GRANT
GRANT AGREEMENT NO. CIP BASIC-G-1801
COMPANY 5000 - ACCOUNTING UNIT 6140
$10,000

(Under the administrative direction of the DuPage County 18th Judicial Circuit Court)

WHEREAS, the County of DuPage, through the DuPage County 18th Judicial Circuit Court, has been notified by the Administrative Office of the Illinois Courts that grant funds in the amount of $10,000 (TEN THOUSAND AND NO/100 DOLLARS) are available to be used to fund a Guardian Ad Litem Attorney for Juvenile Abuse and Neglect Cases; and

WHEREAS, to receive said grant funds, the DuPage County 18th Judicial Circuit Court must enter into Grant Agreement No. CIP Basic-G-1801 with the Administrative Office of the Illinois Courts, a copy of which is attached to and incorporated as a part of this resolution by reference (Attachment II); and

WHEREAS, the grant award period of performance is from October 1, 2018 through September 30, 2019; and

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

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

WHEREAS, the County Board finds the need to appropriate said grant 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 Grant Agreement No. CIP Basic-G-1801 (Attachment II) between the County of DuPage and the Administrative Office of the Illinois Courts be and 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 $10,000 (TEN THOUSAND AND NO/100 DOLLARS) be made to establish the FFY18 State Court Improvement Program Grant - Company 5000, Accounting Unit 6140, for the period October 1, 2018 through September 30, 2019; and

BE IT FURTHER RESOLVED that the Trial Court Administrator of DuPage County 18th Judicial Circuit Court is authorized to sign said Agreement on behalf of the DuPage County; and
BE IT FURTHER RESOLVED that should federal funding cease for this grant, the Judicial and Public Safety Committee shall review the need for continuing the specified program; and

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 13th day of November, 2018 at Wheaton, Illinois.

________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
## ADDITIONAL APPROPRIATION TO ESTABLISH THE FFY18 STATE COURT IMPROVEMENT PROGRAM GRANT

**Grant Award Agreement No. CIP Basic-G-1801**

**Company 5000 – Accounting Unit 6140**

$10,000

### REVENUE

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>41000-0002</td>
<td>Federal Operating Grant – HHS</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

**TOTAL ANTICIPATED REVENUE**

$10,000

### EXPENDITURES

**CONTRACTUAL**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>53030</td>
<td>Legal Services</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTUAL**

$10,000

**TOTAL ADDITIONAL APPROPRIATION**

$10,000
Administrative Office of the Illinois Courts

State Court Improvement Program
Grant Award Agreement

This Agreement is entered into by the Administrative Office of the Illinois Courts, hereinafter referred to as “AOIC”, and County of DuPage on behalf of the Eighteenth Judicial Circuit Court, hereinafter referred to as the “Grantee”, for the Supplemental GAL Attorney for Juvenile Abuse & Neglect Cases Project.

The Court Improvement Program (CIP), is administered by the U.S. Department of Health and Human Services, Administration for Children, Youth, and Families, pursuant to Part B of Title IV of the Social Security Act (42 U.S.C. §620 et seq.). Projects funded with CIP grant funds must address court reform issues that will improve the safety, well-being, and permanency of children in foster care and strengthen the legal and judicial system including:

- Developing automated information systems to track cases and measure performance;
- Improving judicial competence and skills;
- Institutionalizing stronger links with child welfare agencies and community programs to improve coordination of services;
- Encouraging communication between, and cross-system training of, court and agency and court-appointed representatives of parents and children;
- Improving the amount and quality of legal representation for children, parents, and agencies; and
- Giving fairer treatment, notice, and consideration to all parties before the court.

County of DuPage agrees, by acceptance of this grant award, to abide by the following terms and conditions:

1. GRANTEE SERVICES:
   a. Grantee Name and Address:
      i. County of DuPage
         421 N. County Farm Road
         Wheaton, IL 60187

   b. Grantee agrees to perform the following program activities (include recipient of services):
      i. Hire one independent contractor attorney who will serve as appointed guardian ad litem (GAL) for children in juvenile abuse and neglect cases.

   c. Identify Any Attachments To This Grant Agreement:
      i. EXHIBIT A – Grant Proposal
      ii. EXHIBIT B – Budget Summary and Narrative

2. PERIOD OF PERFORMANCE AND AWARD AMOUNT:
   a. The period of performance is from October 1, 2018 until September 30, 2019. Funds available under this grant agreement are a portion of the Federal Fiscal Year 2018 State Court Improvement Program Basic Grant (CFDA# 93.586) awarded to the AOIC by the U.S. Department of Health and Human Services,
Administration for Children, Youth, and Families. Use of these funds and reporting requirements are subject to the guidelines set forth by the U.S. Department of Health and Human Services, Administration for Children, Youth, and Families under the State Court Improvement Program Basic Grant.

b. The maximum amount available under this grant agreement is $10,000.00. Disbursement of funds shall be consistent with Section 5 "Performance and Compensation." At the end of the period of performance, any remaining unexpended funds shall be returned to the AOIC within 45 days of the grant period ending, as provided in the Illinois Grants Recovery Act (30 ILCS 705 et seq.). A check for the total balance shall be made payable to the "State of Illinois Treasurer."

c. Extension/renewal of this grant agreement will be subject to the availability of funds, performance, applicability to goals and objectives of the State Court Improvement Program, and the approval of the AOIC.

d. Obligations of the Supreme Court of Illinois and the AOIC shall cease immediately if the U.S. Department of Health and Human Services fails to award or otherwise make available funds for this grant agreement within any fiscal year. The AOIC will use its best efforts to obtain sufficient funding to cover this agreement.

e. The State may terminate this grant agreement, or any portion thereof, without notice or penalty.

3. BUDGET ADMINISTRATION:

a. Budget. An approved line item budget, marked Exhibit B, is attached hereto and made part of this grant agreement. Allowable costs are limited to those items listed in the approved budget and may not exceed the total amount budgeted for each category of expense. Modifications in excess of ten percent of the project total which cause an increase and/or decrease in any line item, except equipment or indirect costs, must be requested in writing at least thirty (30) days in advance of the requested budget modification. Such requested modifications may not be made without the written authorization of the AOIC. This flexibility shall not be construed to allow the total budget for the project to exceed the total award.

b. Allowability of Costs. Allowability of costs will be governed by the applicable Office of Management and Budget (OMB) circulars as noted in Section 1.5 of this agreement.

c. Supplanting. The Grantee agrees that funds provided under this grant agreement shall be used exclusively for the purpose for which the grant was made and may not be reallocated in whole or in part for any other purposes, nor may grant funds replace or allow for the release of grantee’s funds for alternative uses. Funds awarded through this grant may not be used to supplant other State or local funds, which were already being used for similar purposes. Grantee further agrees and certifies that the financial assistance provided by the Administration for Children and Families through the AOIC, for the specified activities to be performed under this agreement will be in addition to, and not in substitution for, comparable activities previously carried on without federal assistance.

d. Procurement. Procurement will be governed by applicable OMB circulars as noted in Section 1.5 of this agreement.

e. Subcontracting/Subgranting. Subcontracting/Subgranting is not allowed without prior authorization of the Supreme Court of Illinois or the AOIC. All subcontractors/subgrantees used and amounts paid to each must be disclosed. All subcontractors/subgrantees must comply with the terms and conditions set forth herein for the Grantee.
4. ACCOUNTING, RECORD RETENTION, AND RIGHT TO AUDIT:
   a. The Grantee, and any subcontractor or subgrantee, as applicable, agree that the Supreme Court of Illinois, 
      the Illinois Auditor General, the Illinois Attorney General, the U.S. Department of Health and Human 
      Services, the U.S. Comptroller General, or any person or entity so authorized by them, shall have the right 
      to examine any records which relate to this grant agreement.
   
   b. The Grantee and any subcontractor or subgrantee, as applicable, shall maintain, for a minimum of 3 years 
      from the later of the date of final payment under the agreement or completion of the agreement, adequate 
      books, records, and supporting documents to verify the amounts, eligible recipients, and uses of all 
      disbursements of funds passing in conjunction with this agreement. The 3 year period shall be extended 
      for the duration of any audit in progress at the time of that period’s expiration (Section 20-65 of the 
      Judicial Branch Procurement Code). The agreement and all books, records, and supporting documents 
      related to the agreement shall be available for review and audit by the parties listed in subsection a of 
      Section 4. The Grantee and any subcontractor or subgrantee, as applicable, agrees to cooperate fully and 
      to provide full access to all relevant materials. The Grantee and any subcontractor or subgrantee, as 
      applicable, shall be responsible for keeping proper, complete, and accurate accounting records of all grant 
      funds. Failure to maintain the books, records, and supporting documents required by this paragraph shall 
      establish a presumption in favor of the State and Judicial Branch Procurement Code. State and 
      Grantee/subcontractor/subgrantee agree that any of Grantee’s records which have the potential for 
      identifying individuals who have sought or received assistance through the Grantee/subcontractor/subgrantee 
      are private and confidential and are additionally subject to the confidentiality provisions of Rule 1.6 (d) and (e) 
      of the Supreme Court of Illinois’ Rules of Professional Conduct. Further, pursuant to 30 ILCS 5/6-1, “confidential records disclosed to 
      the Office of the Auditor General shall be subject to the same legal confidentiality and protective restrictions in the Office of the 
      Auditor General as such records and information have in the hands of the official authorized custodian.”

5. PERFORMANCE AND COMPENSATION:
   a. The parties agree to the program activities and grant funding amounts delineated herein. Grantees or sub- 
      grantees must obtain prior written approval from the AOIC for any revision of the scope or objectives of 
      the project (regardless of whether there is an associated budget revision requiring prior approval), need to extend 
      the period of availability of the funds, or changes in key persons in cases where specified in the proposal. In 
      research projects, a change in the project director or principle investigator shall always require approval.
   
   b. In accordance with Department of Treasury regulations, 31 CFR Part 205, the Grantee agrees to limit requests 
      to draw Federal funds to the minimum amount needed and to time the request in accordance with the actual, 
      immediate cash needs necessary to carry out programs funded through this award. Failure to adhere to these 
      requirements may cause suspension of the grant funds.
   
   c. Advance requests for CIP funds shall be submitted in writing on the form entitled Request for Disbursement of 
      Grant Funds. Funds should be requested at least four weeks prior to the Grantee’s anticipated date of 
      expenditure to allow the AOIC time to process the request.
   
   d. Requests for CIP funds on a reimbursement basis shall be submitted in writing on the form entitled Request for 
      Disbursement of Grant Funds. Funds may be requested up to 90 days following the end of the grant funding 
      period.
   
   e. Requests for funds shall be reviewed for compliance with this agreement and any applicable federal and state 
      laws and regulations. Upon satisfactory review, the request shall be approved by the AOIC. Funds will not be 
      disbursed until all outstanding program and financial reports described in Section 6 of this agreement are 
      received by the AOIC.
6. REPORTING REQUIREMENTS:
   a. Quarterly Reports. The Grantee must submit quarterly reports to the AOIC as a condition of this agreement. These reports shall be due as follows:

<table>
<thead>
<tr>
<th>Quarterly Reports</th>
<th>Reporting Period</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Quarter</td>
<td>October 1, 2018 – December 31, 2018</td>
<td>January 31, 2019</td>
</tr>
<tr>
<td>Second Quarter</td>
<td>January 1, 2019 – March 31, 2019</td>
<td>April 30, 2019</td>
</tr>
<tr>
<td>Third Quarter</td>
<td>April 1, 2019 – June 30, 2019</td>
<td>July 31, 2019</td>
</tr>
<tr>
<td>Fourth/Final Quarter</td>
<td>July 1, 2019 – September 30, 2019</td>
<td>October 31, 2019</td>
</tr>
</tbody>
</table>

   b. Each quarterly report shall be on such forms as prescribed by the AOIC, and shall include, at a minimum, the following information:
      i. A narrative description of the project activities and services performed during the reporting period, including a description of how those activities/services furthered or accomplished the goals set forth in the grant agreement;
      ii. A summary of any significant problem areas that occurred during the reporting period and how those problems were/will be resolved;
      iii. If applicable, an outline of project activities/services planned for the upcoming reporting period;
      iv. A fiscal report, on such forms as prescribed by the AOIC, providing quarterly and cumulative expenditure amounts, quarterly and cumulative match generated (if applicable), and ending cash balance during the reporting period;
      v. The final quarterly report shall also include a cumulative description of all project activities and services performed during the grant period, and shall also include a description of the quantitative accomplishments which were achieved for each function or activity performed during the project. When accomplishments cannot be quantified by activity or function, they should be listed in chronological order to show the schedule of accomplishments;
      vi. Any additional programmatic or fiscal information, as requested by the AOIC.

   c. Compensation for Personnel Services Form. If CIP funds will be used for personnel costs, the Grantee shall submit written certification and payroll documentation of personnel costs to the AOIC as a condition of this agreement. This documentation shall be on such forms as prescribed by the AOIC, and shall be due as follows:

<table>
<thead>
<tr>
<th>Personnel Type</th>
<th>Reporting Frequency</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Educational Institutions</td>
<td>Annually</td>
<td>With 4th Quarter Report</td>
</tr>
<tr>
<td>State and Local Governments</td>
<td>Semi-Annually</td>
<td>With 2nd and 4th Quarter Reports</td>
</tr>
<tr>
<td>Not-for-Profit</td>
<td>Per pay period</td>
<td>With each Quarterly Report</td>
</tr>
</tbody>
</table>

   d. Closeout Requirements. Grantees that satisfy the requirements set forth in this Agreement shall receive written notification from the AOIC that the agreement is closed in good standing.

7. MONITORING: The AOIC shall monitor the activities under this grant agreement and the expenditure of the funds. Monitoring of the activities and expenditures under this grant agreement may include reviews of fiscal and program reports; site visits which may include reviews of relevant documents and observation of project or service activities; and any other procedures deemed necessary by the Administrative Office to determine the Grantee and subcontractor/subgrantee, as applicable, has complied with this grant agreement. The AOIC is responsible for monitoring grant, sub-grant/sub-recipient and contract supported activities to
assure compliance with Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function and activity (See 45 CFR 92.40).

8. LIABILITY AND INSURANCE:
   a. The State does not assume any liability for acts or omissions of the Grantee and such liability rests solely with the Grantee. The State will not indemnify or hold harmless any Grantee for claims based on the State's use of Grantee-provided goods or services. Any liability for damages that the State might have is expressly limited by and subject to the provisions of the Illinois Court of Claims Act and to the availability of suitable appropriations. The Grantee shall carry public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of the Grantee. Minimum acceptable coverage for bodily injury shall be $250,000 per person and $500,000 per occurrence and for property damage, $100,000 per occurrence. In addition, the Grantee shall carry workers' compensation insurance, if applicable, in amounts required by law.

   b. In those instances in which a temporary employee is utilized, the temporary employment agency bears sole responsibility for workers' compensation insurance coverage for temporary employees furnished to the AOIC and indemnifies and holds the AOIC harmless from any judgment, finding, or assessment of liability under the Workers' Compensation Act or the laws of Illinois for injuries suffered by a temporary employee furnished to the AOIC.

   c. The State may self-insure against any and all risks.

9. GOVERNING LAW: This grant agreement and any agreement, including maintenance, service or other subsequent agreements that might result from this grant agreement, shall be governed by the laws of the State of Illinois. The validity of this grant agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Illinois. Any claim against the State arising out of this grant agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1 et seq.).

10. ENTIRE AGREEMENT: Except as provided in Section 11, this grant agreement, including any addenda and exhibits, constitutes the entire agreement between the parties with respect to the same subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

11. INCORPORATIONS: Unless specifically excluded by mention, the following documents are incorporated by reference herein:
   a. All approved grant proposals, application narratives, and budget summaries submitted to the AOIC by Grantee in connection with this grant agreement;
   b. All forms and documents listed or attached herein as exhibits.

12. SEVERABILITY: If any provision of this grant agreement should be found illegal, invalid, or void, it shall be considered severable. The remaining provisions shall not be impaired and the agreement shall be interpreted as far as possible to give effect to the parties' intent.

13. MODIFICATIONS: Any modification, change, or amendment subsequent to the execution of this grant agreement may be made only by an instrument in writing executed and signed by the parties.

14. WAIVER: The failure of any party to enforce any provision of this grant agreement shall not constitute a waiver by such party of any provision. The past waiver of a provision by either party shall not constitute a course of conduct or a waiver in the future with respect to the same provision.
15. COMPLIANCE WITH FEDERAL AND STATE LAWS AND REGULATIONS:

a. Federal Rules and Regulations. The Grantee acknowledges that all State Court Improvement Program funds are subject to and Grantee agrees to abide by and comply with all applicable federal rules and regulations, including but not limited to:

i. 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

ii. 2 CFR Part 225: Cost Principles for State, Local and Indian Tribal Governments;

iii. 2 CFR Part 376: Nonprocurement Debarment and Suspension;

iv. 45 CFR Part 16: Procedures of the Departmental Grant Appeals Board;

v. 45 CFR Part 30: Claims Collection;

vi. 45 CFR Part 80: Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;

vii. 45 CFR Part 81: Practice and Procedure for Hearings under Part 80 of this Title;

viii. 45 CFR Part 84: Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance;

ix. 45 CFR Part 86: Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance;

x. 45 CFR Part 87: Equal Treatment for Faith-Based Organizations;

xi. 45 CFR Part 91: Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance;

xii. 45 CFR Part 92: Uniform Administrative Requirements for Grants and Cooperative Agreements to State, and Local, and Tribal Governments;

xiii. 45 CFR Part 93: New Restrictions on Lobbying;

xiv. 45 CFR Part 95, Subpart E: Cost Allocation Plans;

xv. 45 CFR 100.12: How may a State simplify, consolidate, or substitute federally required state plans?

xvi. All applicable agency guidance documents issued by the U.S. Office of Management and Budget.

xvi. All applicable Program Instructions, Information Memoranda, Technical Bulletins or other agency guidance documents issued by the U.S. Department of Health & Human Services Administration for Children & Families relative to the State Court Improvement Program.

b. Disclosure Requirements. As stated in Section 508 of Public Law 103-333, in press releases, statements, requests for proposals, bid solicitations, and other documents describing projects, programs, or services funded in whole or in part with Federal money, Grantees receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state:
i. the percentage of the total costs of the program or project which will be financed with Federal money;

ii. the dollar amount of Federal funds for the project or program; and

iii. the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

c. **Purchase of American-Made Products and Equipment.** As stated in Section 507 of Public Law 103-333, to the greatest extent practicable, all equipment and products purchased with funds made available by this grant agreement should be American made.

d. **Smoking Prohibitions.** The Grantee must comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (20 U.S.C. §7183), and the Grantee under this grant agreement hereby certifies such compliance. The Act requires that smoking not be permitted in any portion of any indoor facility owned, leased, or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by the federal government, either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contract programs. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. The Grantee further agrees that the above language will be included in any subcontracts/subgrants which contain provisions for children’s services and that all subcontractors/subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

e. **Religious Activity Prohibitions.** Direct federal grants, sub-awards, or contracts under this program shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, Grantee must take steps to separate, in time or location, their inherently religious activities from the services funded under this program (See 45 CFR Part 87).

f. **Lobbying Prohibitions.** Federal grant funds provided under these awards may not be used by the Grantee or any sub-grantee to support lobbying activities to influence proposed or pending Federal legislation or appropriations. This prohibition is related to the use of Federal grant funds and is not intended to affect an individual’s right or that of any organization, to petition Congress, or any other level of Government, through the use of other resources. (See 45 CFR Part 93).

g. **Human Trafficking Provisions.** This grant agreement is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 U.S.C. § 7104) and Grantee acknowledges that this grant agreement may be subject to termination or any other remedial actions authorized under 22 U.S.C. § 7104(b), if the Grantee, or any subgrantee or subcontractor, as applicable, engages in, or uses labor recruiters, brokers, or other agents who engage in:

i. Severe forms of trafficking in persons;

ii. The procurement of a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect;

iii. The use of forced labor in the performance of the grant, contract, or cooperative agreement; or

iv. Acts that directly support or advance trafficking in persons, including the following acts:

1. Destroying, concealing, removing, confiscating, or otherwise denying an employee’s identity or immigration documents.
2. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless—
   A. exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant, contract, or cooperative agreement; or
   B. the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment.

4. Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee’s monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited.

5. Providing or arranging housing that fails to meet the host country housing and safety standards.

h. Transparency Act Requirements. Awards under these programs are included under the provisions of Public Law 109-282, the "Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of $25,000 through the Federal Subaward Reporting System (https://www.fsrs.gov/) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

i. Debarred and Suspended Parties. By signing and submitting this Agreement, the Grantee and any subgrantee at any tier certifies that it is neither presently debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 "Debarment and Suspension" (See 45 CFR 92.35).

j. Copyrights. The U.S. Department of Health and Human Services reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal government purposes:
   i. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
   ii. Any rights of copyright to which a grantee, subgrantee, or contractor purchases ownership with grant support.


l. Clean Air Act and Federal Water Pollution Control Act. The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations will be reported to the U.S. Department of Health and Human Services and the Regional Office of the Environmental Protection Agency (EPA).
m. **Non-Discrimination.** The Grantee and its employees and subcontractors/subgrantees agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the United States Civil Rights Act and section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and rules applicable to each.

n. **Prevailing Wage.** If the Prevailing Wage Act is applicable to any service provided by the Grantee under this agreement, the Grantee agrees to comply with the provisions of the Act, and be responsible for obtaining any periodic revisions to the wage rates from the Illinois Department of Labor (See 820 ILCS 130/0.01 et seq.).

o. **Sexual Harassment.** The Grantee shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) Grantee's internal complaint process including penalties; (v) the legal resource, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). A copy of the policies shall be provided to the Department upon request.

16. **CERTIFICATIONS:**

a. **Conflict of Interest.** Grantee certifies that neither he/she, his/her spouse or minor child, is an elected official in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government for which he/she, his/her spouse or minor child receives compensation in excess of 60% of the salary of the Governor of the State of Illinois, or that he/she, his/her spouse or minor child is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority. The Grantee further certifies that no person listed herein is entitled to receive (i) more than 7 1/2% of the total distributable income of any firm, partnership, association, or corporation or (ii) an amount in excess of the salary of the Governor. Further, the Grantee certifies that no person listed herein, together with his/her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor. (See Section 50-13 of the Judicial Branch Procurement Code (same as Section 50-13 of the Illinois Procurement Code (30 ILCS 500/50-13)).

b. **Bid-rigging or Bid-rotating.** The Grantee certifies that he/she/it has not been barred from contracting with the State as a result of a violation of section 33E-3 or 33E-4 of the Criminal Code of 1961 (See 720 ILCS 5/33E-3, 33E-4).

c. **Educational Loan Default.** If the Grantee is an individual, he or she certifies that he or she is not in default on an educational loan (See 5 ILCS 385/3).

d. **Anti-bribery.** The Grantee certifies that he/she/it is not barred from being awarded a contract or subcontract under section 50-5 of the Judicial Branch Procurement Code (30 ILCS 500/50-5)). Section 50-5 prohibits a Grantee, subgrantee or subcontractor from entering into a contract with a State agency if the Grantee/subgrantee/subcontractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or if the Grantee/subgrantee/subcontractor has made an admission of guilt of such conduct which is a matter of record. Grantee further acknowledges that the AOIC Director may declare the grant agreement void if this certification is false.

e. **International Anti-Boycott Certification.** The Grantee certifies that neither the Grantee nor any substantially-owned affiliated company is participating or shall participate in an international boycott in...
violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

f. Legal Status Disclosure. Under penalties of perjury, the Grantee certifies that the name, taxpayer identification number, and legal status listed below are correct.

Grantee and/or Business Name: County of DuPage

Taxpayer Identification Number or SSN: 36-6006551

(If the Grantee is an individual, enter the Grantee name and Social Security Number as it appears on the Grantee’s Social Security Card. If the Grantee is a sole proprietorship, enter the owner’s name followed by the name of the business and the owners’ Social Security Number. For all other entities, enter the Grantee’s name as it appears on the Application for Employer’s Identification Number and the Employer’s Identification Number.)

Legal Status (check one):
- Individual
- Owner of sole proprietorship
- Partnership
- Tax-exempt hospital or extended care facility
- Government entity
- Corporation providing or billing medical and/or health care services
- Corporation NOT providing or billing medical and/or health care services
- Nonresident alien individual
- Estate or legal trust
- Foreign corporation, partnership, estate, or trust
- Limited Liability Company (select applicable tax classification)
  - D = disregarded entity
  - C = corporation
  - P = partnership
- Other: __________________________

g. Debt Delinquency. Grantee certifies that he/she/it, and any affiliate, is not barred from being awarded a contract under Section 50-11 of the Judicial Branch Procurement Code. Section 50-11 of the Judicial Branch Procurement Code prohibits a grantee from entering into a contract with the judicial branch if the grantee knows or should know that he/she/it, or any affiliate, is delinquent in the payment of any debt to the State, unless the person or affiliate has entered into a deferred payment plan to pay off the debt. Grantee further acknowledges that, under Section 50-60 of the Judicial Branch Procurement Code, the AOIC Director may declare the grant agreement void if this certification is false or if Grantee is determined to be delinquent in the payment of any debt to the State during the term of the grant.

h. Collection and Remittance of Illinois Use Tax. Grantee certifies that he/she/it, or any affiliate, is not barred from being awarded a contract under Section 50-12 of the Judicial Branch Procurement Code. Section 50-12 of the Judicial Branch Procurement Code prohibits a grantee from entering into a contract with the judicial branch if he/she/it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act (35 ILCS 105/1 et seq.). Grantee further acknowledges that, under Section 50-60 of the Judicial Branch Procurement Code, the AOIC Director may declare the grant agreement void if this certification is false or if Grantee, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the grant.
i. **Prohibition of Goods Produced By Forced Labor.** Grantee certifies in accordance with Public Act 93-0307 that no foreign-made equipment, materials, or supplies furnished to the State under the grant agreement have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (See 30 ILCS 583/10).

j. **Prohibited Bidders and Contractors.** Grantee, and all subcontractors subject to section 20-120 of the Illinois Procurement Code, certify in accordance with Section 50-10.5 of the Judicial Branch Procurement Code that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (Pub. L. No. 107-204) or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1 et seq.) for a period of five years prior to the date of the bid or contract. Grantee acknowledges that the AOIC Director may declare the grant agreement void if this certification is false.

k. **Corporate Accountability.** Grantee certifies that this agreement is in compliance with the requirements of the Corporate Accountability for Tax Expenditure Act (20 ILCS 715/1 et seq.) which requires development assistance agreements to contain specific recapture provisions. Grantee acknowledges that the AOIC Director may declare the contract void if this certification is false.

l. **Environmental Protection Violations.** Grantee certifies that he/she/it is not barred from being awarded a contract under Section 50-14 of the Judicial Branch Procurement Code. Section 50-14 prohibits entering into an agreement with the judicial branch by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act (415 ILCS 5/1 et seq.) for a period of five years from the date of the order. Grantee acknowledges that the AOIC Director may declare the contract void if this certification is false.

m. **Prohibition of Goods Produced by Child Labor.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this agreement have been produced in whole or in part by the labor of any child under the age of 12 (See 30 ILCS 584/10).

n. **Registration as a Business Entity.** Grantee certifies that (1) he/she/it is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Judicial Branch Procurement Code (same as Section 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160)) or (2) he/she/it has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to Section 20-160 of the Judicial Branch Procurement Code (same as Section 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160)). Grantee acknowledges that the AOIC Director may declare the grant agreement void if this certification is false.

o. **Felons.** Grantee certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a grantee from entering into a contract with a State agency if the grantee has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. Grantee further acknowledges that the AOIC Director may declare the grant agreement void if this certification is false.

p. **Drug Free Workplace:** If the Grantee is an individual, or an individual doing business in the form of a sole proprietorship, the Grantee certifies that the Grantee will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract (30 ILCS 580/4). If the Grantee is a corporation, partnership, or other entity with 25 or more employees, the Grantee agrees that it will provide a drug free workplace by:

i. Publishing a statement:
   1. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in Grantee's workplace;
2. Specifying the actions that will be taken against employees for violations of such prohibition;

3. Notifying the employee that, as a condition of employment on such contract or grant, the employee will abide the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

   ii. Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the Grantee's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon an employee for drug violations.

   iii. Providing a copy of the statement required by Subsection (i) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

   iv. Notifying the contracting or granting agency within 10 days after receiving notice under Subsection (i)(3) above from an employee or otherwise receiving actual notice of such conviction.

   v. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act (360 ILCS 580/5).

   vi. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

   vii. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act. See 30 ILCS 580/1 et seq.

15. NOTICES: Notices to the Grantee shall be sent to the addresses listed in paragraph 1a on page one. Notices to the Administrative Office of the Illinois Courts shall be sent to: 3101 Old Jacksonville Road, Springfield, IL 62704-6488, Attn: CIP Coordinator.

16. SIGNATURE: Grantee certifies under oath that: all information in this grant agreement is true and correct to the best of grantee's knowledge, information and belief; and that the funds shall be used only for the purposes described in the grant agreement. Grantee acknowledges that the award of grant funds is conditioned upon such certification.

The undersigned person signing this agreement on behalf of grantee affirms, under penalties of perjury, that he or she is authorized to execute the certifications contained herein on behalf of the designated party (Grantee) to this agreement.

Revised 9/18

Packet Pg. 164
Administrative Office of the Illinois Courts

Signature

Kara M. McCaffrey
Type/Print Name
Asst. Director, Administrative Services Division
Type/Print Title

Date

** A copy of the Judicial Branch Procurement Code is available at www.illinoiscourts.gov/procurement.

County of DuPage

Signature

Type/Print Name
Type/Print Title

Date
The 18th Judicial Circuit Court

Proposal for funding under the Illinois Court Improvement Program (FFY2018)

Project Name: Supplemental GAL Attorney for Neglect/Abuse cases

I. Executive Summary

Pursuant to the active Court Improvement Program funding announcement, the 18th Judicial Circuit Court hereby submits this application seeking to improve the quality of legal representation for children involved in juvenile abuse and neglect proceedings. Specifically, funding is sought to enable the court to hire, support and supervise one independent contractor attorney who would serve as an additional appointed guardian ad litem (GAL) in juvenile abuse/neglect matters. This position would provide back-up coverage for the current GAL attorneys as detailed in the following narrative and attached budget proposal. This is a one-year project proposal requesting funds for the October 1, 2018 to September 30, 2019 fiscal period.

In DuPage County, abuse and neglect cases are heard in two separate juvenile court rooms which each have an assigned GAL who works under contract. Each of these attorneys has a current caseload of nearly 70 - 108 files in which they have been assigned to provide representation to a minor. If the GAL is unavailable, pursuant to statute, the case cannot be heard. There is no back up representation available for a GAL who is unable to appear in court on a particular date due to illness, family emergency or even as occasional scheduled day off. The GAL attorneys must be available every Tuesday in which the court docket is dedicated to abuse/neglect cases. Additionally, the GAL attorneys must be available on other days for scheduled contested hearings and for emergency shelter care hearings. In the past year, one lengthy contested hearing lasted over 20 days. Each courtroom typically has four contested hearings annually.

As proposed herein, we seek to supplement the GAL representation on abuse/neglect cases to ensure that cases are adjudicated in a timely manner with effective representation. Our goals in establishing this additional dedicated coverage guardian ad litem position are threefold, namely to 1) improve the overall quality of legal representation for those children involved in the legal system, 2) alleviate the heavy assignment of cases to the current independent contractor attorneys, and 3) avoid unnecessary delay in the adjudication of abuse/neglect cases thereby improving the timeliness and effectiveness of the system as a whole.
II. Problem/Issue Narrative

A. Problem/Issue

In DuPage County, all juvenile abuse and neglect cases are assigned to one of two juvenile courtrooms within the Domestic Relations Division. Each courtroom has an assigned GAL attorney who works as an independent contractor representing minors in juvenile abuse and neglect cases. Currently, each GAL carries a full caseload actively representing anywhere from 70 to 108 juveniles. The time consuming aspects of those caseloads include lengthy contested hearings and shelter care hearings. There are an average of two to four shelter care hearings that take place monthly. There must be a GAL available, pursuant to statute for all court dates. Currently, there is no back up for a GAL who is unable to appear on a particular court date due to illness, family emergency or even an occasional scheduled day off. Additionally, each GAL must be available on short notice (24 hours) for shelter care hearings. The unavailability of a GAL negatively impacts the court process and the ability for the court to move forward in a timely manner on these extremely sensitive cases.

In DuPage County, sustaining the quality of legal representation for juveniles involved in abuse/neglect cases is currently strained by several factors, most notably of which being 1) the high volume of juvenile abuse and neglect cases and 2) the significant number of cases proceeding to full hearing which can occur over many days.

B. Program Description

By this application for CIP funding, the 18th Judicial Circuit Court seeks to improve the overall quality of the court process by hiring an attorney to serve as a supplemental GAL. This position would provide back-up coverage on juvenile/abuse cases for the current GAL attorneys. This new position would be staffed as an independent contractor available to provide coverage to both court rooms and would serve at the direction of the Chief Judge of the 18th Judicial Circuit Court and by the terms of an independent contractor agreement. The position would pay $100 per hour in an amount not to exceed 100 hours annually or $10,000. Those hours would be scheduled based on the needs of each court room to provide timely, knowledgeable and effective representation in Juvenile abuse/neglect matters as determined by the current GAL attorneys to support and supplement the current representation.

For a guardian ad litem to be actively involved and effective he or she must have ample time to visit with those juveniles they represent and to the greatest extent possible develop insights into each child’s best interest. Further, a dedicated guardian ad litem requires time to research, investigate, correspond and prepare all necessary paperwork for their cases and clients. By supplementing the responsibilities of the two current GAL attorneys, the case load of each individual GAL is manageable, affords the out of court time required to meaningfully and expertly perform their assigned duties and ensures that court proceedings are not delayed due to coverage issues.

C. Program Goals

Our goals in establishing an additional GAL position in juvenile abuse and neglect cases are to 1) improve the overall quality of legal representation for those children involved in the legal system, 2) alleviate the heavy assignment of cases to the current GAL attorneys and, 3) avoid delay in court proceedings due to coverage issues.
Towards this end, our proposed goals directly relate to the stated purposes set forth in the Court Improvement Program funding announcement and to the Statewide Legal Representation Initiative by enhancing the effectiveness of legal representation resulting in improved outcomes for children and families in child abuse and neglect cases.

D. Activities

The Court would hire, supervise, and support one independent contractor attorney who would serve as a supplemental appointed guardian ad litem (GAL) in juvenile abuse/neglect matters.

E. Anticipated Outcomes:

Objective 1: Develop Supplemental GAL Position Job Description and Independent Contractor Agreement.
Timeframe for Completion: Immediate upon grant award.

Objective 2: Post Job Description, Conduct Interviews and Hire Applicant for Dedicated GAL Position.
Timeframe for Completion: 30–60 days from grant award.

Objective 3: Work with current GAL attorneys to create schedule and allocate hours for coverage.
Timeframe for Completion: 30-60 days from grant award.

Objective 4: Evaluate Program Effectiveness
Timeframe for Completion: Non-terminable

Objective 5: Report Project Progress as Required
Timeframe for Completion: Non-terminable

F. Method of Evaluation:

The supplemental guardian ad litem position will be under the direct supervision of the Chief Judge and his designees. Caseloads will be regularly monitored to see that the stated program goals are satisfied. Position effectiveness in terms of enhancing the quality of legal representation and overall court process for children and families involved in juvenile abuse and neglect proceeding will be based subjectively upon periodic performance evaluations conducted in consultation with the presiding judge in juvenile court, the GAL attorneys assigned to each juvenile courtroom, and to the greatest extent possible with those persons whom directly involved in those cases. Specific attention will be focused on the supplemental GAL attorney’s commitment to the meaningful performance of his or her duties.

To facilitate an effective evaluation process, the supplemental GAL will be required to submit detailed written logs with respect to hours and activities.
G. Continuous Quality Improvement:

The 18th Judicial Circuit Court expects the supplemental GAL to contribute to the timely achievement of the safety and permanency goals on juvenile abuse/neglect cases and will continually be reviewed with key stakeholders to identify areas for improved efficiency and outcomes.

H. Sustainability Plan:

The 18th Judicial Circuit Court expects this supplemental GAL position in juvenile abuse and neglect court to contribute to the timely achievement of the safety and permanency goals of this target population. Planning to sustain these outcomes after grant funding is complete will be an ongoing concern and include efforts to share evaluation data that demonstrates how sufficient GAL coverage in juvenile abuse/neglect cases results in improved outcomes for children and families in child abuse and neglect cases.
### BUDGET SUMMARY

**Applicant Name:** County of DuPage on behalf of the Eighteenth Judicial Circuit Court  
**Project Name:** Supplemental GAL Attorney for Juvenile Abuse and Neglect Cases

<table>
<thead>
<tr>
<th>Budget Line Items</th>
<th>Requested CIP Funds</th>
<th>Match Funds</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example: Travel</td>
<td>$75,000</td>
<td>$25,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>Personnel</td>
<td></td>
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<tr>
<td>Fringe Benefits</td>
<td></td>
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<tr>
<td>Contractual</td>
<td>10,000.00</td>
<td></td>
<td>10,000.00</td>
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<tr>
<td>Travel</td>
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<td>Supplies</td>
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<tr>
<td>Equipment</td>
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<tr>
<td>Other</td>
<td></td>
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<tr>
<td><strong>Total Direct Costs:</strong></td>
<td>10,000.00</td>
<td>0.00</td>
<td>10,000.00</td>
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<tr>
<td><strong>Indirect Costs:</strong></td>
<td>(Rate: %)</td>
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<td>0.00</td>
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<tr>
<td><strong>Total Direct + Indirect Costs:</strong></td>
<td>10,000.00</td>
<td>0.00</td>
<td>10,000.00</td>
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</tbody>
</table>

**Indirect Costs:** Indirect cost rates are only allowable if the Grantee has a current and documented federally approved indirect cost rate or a provisional letter from a cognizant federal agency that applies during the term of this agreement. Appropriate documentation must be attached to apply an indirect cost rate. If the indirect cost rate has not been approved, costs must be budgeted in the direct cost line items.

* The Budget Summary amounts must equal the total of each line item presented in the Budget Narrative.

<table>
<thead>
<tr>
<th>Source of Match</th>
<th>Amount</th>
<th>Personnel Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example: County Budget</td>
<td>$4,000</td>
<td>Personnel Salary</td>
</tr>
</tbody>
</table>

**Total Match Contribution:** 0.00
BUDGET NARRATIVE

Applicant Name: County of DuPage on behalf of the Eighteenth Judicial Circuit Court
Project Name: Supplemental GAL Attorney for Juvenile Abuse and Neglect Cases

Note: If this form does not provide adequate space, please attach additional sheets.

**Personnel:** Indicate the name of the employee (if available) and their position name/title, project duties and responsibilities, percentage of full time equivalent (FTE), hours worked per week on which FTE is based, annual salary, and the budget amount. *(Note: Final personnel costs charged to this agreement must reflect actual contract activity of each employee, account for total activity for which the employee is compensated, be reported at least monthly coinciding with one or more pay periods, and be signed by the employee and supervisory official having first hand knowledge of the work performed by the employee).*

<table>
<thead>
<tr>
<th>Employee Name (if available) and Position Name/Title</th>
<th>Project Duties and Responsibilities</th>
<th>% FTE</th>
<th>Average Work Hrs. Per Week</th>
<th>Annual Salary</th>
<th>Budget Amount</th>
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</table>

**TOTAL PERSONNEL:** $0.00

**Fringe Benefits:** Indicate the name of the employee (if available) and their position name/title, benefit type, benefit rate, and the budget amount for each project personnel.

<table>
<thead>
<tr>
<th>Employee Name (if available) and Position Name/Title</th>
<th>Benefit Type</th>
<th>Benefit Rate</th>
<th>Budget Amount</th>
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<tbody>
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</table>

**TOTAL FRINGE BENEFITS:** $0.00
**Contractual**: For each product/service, itemize its purpose, quantity, unit cost, and budget amount. Subcontracts are subject to federal guidelines and require prior Administrative Office of the Illinois Courts approval. To the extent possible, procurement must demonstrate full and open competition. Travel costs, as a part of the subcontract, are subject to applicable state rates. Food and beverage costs must meet the provisions of the federal guidelines.

<table>
<thead>
<tr>
<th>Product/Service</th>
<th>Purpose</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Budget Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplemental GAL</td>
<td>Contract GAL Attorney for Children</td>
<td>100 hours</td>
<td>$100</td>
<td>10,000.00</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTUAL:**

$10,000.00

**Travel**: For each travel expense, itemize the traveler, activity/event, expense type (i.e., mileage, lodging, per diem/meal allowance, ground transportation, airfare, etc.), calculation, and budget amount. All travel is subject to applicable State rates per mile; $7 per quarter or $28 per day; and lodging at the rate determined for the geographic area. Out of state travel requires prior approval from the Administrative Office of the Illinois Courts.

<table>
<thead>
<tr>
<th>Traveler</th>
<th>Activity/Event</th>
<th>Expense Type</th>
<th>Calculation</th>
<th>Budget Amount</th>
</tr>
</thead>
</table>

**TOTAL TRAVEL:**

$0.00

**Supplies**: For each commodity, itemize the purpose, quantity, unit cost, and budget amount. Unit cost must be less than $5,000 per item. To the extent possible, commodities purchased should be made in America (Section 507, P.L. 103-333).

<table>
<thead>
<tr>
<th>Item</th>
<th>Purpose</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Budget Amount</th>
</tr>
</thead>
</table>

**TOTAL SUPPLIES:**

$0.00
**Equipment:** List each equipment item, its purpose, quantity, unit cost, and budget total. Unit costs must be at least $5,000. Changes to this budget line require prior approval from the Administrative Office of the Illinois Courts. To the extent possible, equipment purchased should be made in America (Section 507, P.L. 103-333).

<table>
<thead>
<tr>
<th>Item</th>
<th>Purpose</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Budget Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**TOTAL EQUIPMENT:**

$0.00

**Other:** For costs not specifically identified above, list its purpose, quantity, unit cost, and budget total.

<table>
<thead>
<tr>
<th>Item</th>
<th>Purpose</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Budget Total</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

**TOTAL OTHER:**

$0.00
Resolution
FI-R-0925-18

ACCEPTANCE AND APPROPRIATION OF ADDITIONAL FUNDING FOR THE COMPREHENSIVE LAW ENFORCEMENT RESPONSE TO DRUGS GRANT FY19 INTER-GOVERNMENTAL AGREEMENT NO. 416721 COMPANY 5000 - ACCOUNTING UNIT 6615 $63,761

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

WHEREAS, the County of DuPage heretofore accepted and appropriated the Comprehensive Law Enforcement Response to Drugs Grant FY19, Company 5000 - Accounting Unit 6615, pursuant to Resolution FI-R-0893-18 for the period October 1, 2018 through March 31, 2019; and

WHEREAS, the County of DuPage will provide matching funds in the amount of $22,020 (TWENTY-TWO THOUSAND, TWENTY AND NO/100 DOLLARS) which is budgeted for in County Fiscal Year 2018 General Fund, Company 1000 - Accounting Unit 1180; and

WHEREAS, over-matching funds of a $41,741 (FORTY-ONE THOUSAND, SEVEN HUNDRED FORTY-ONE AND NO/100 DOLLARS) will be provided by the DuPage County State’s Attorney’s Office from the State’s Attorney’s Drug Forfeiture account, Company 1400 - Accounting Unit 6550; and

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

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

WHEREAS, the County Board finds that the need to appropriate said grant 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 additional appropriation on the attached sheet (Attachment) in the amount of $63,761 (SIXTY-THREE THOUSAND, SEVEN HUNDRED SIXTY-ONE AND NO/100 DOLLARS) be made and added to The Comprehensive Law Enforcement Response to Drugs Grant FY19, Company 5000 - Accounting Unit 6615, and that the program continue as originally approved in all other respects; 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 associated headcount; and

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 13th day of November, 2018 at Wheaton, Illinois.

__________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _______________________
PAUL HINDS, COUNTY CLERK
ATTACHMENT I

ADDITIONAL APPROPRIATION FOR
THE COMPREHENSIVE LAW ENFORCEMENT RESPONSE TO DRUGS GRANT FY19
INTER-GOVERNMENTAL AGREEMENT NO. 416721
COMPANY 5000 – ACCOUNTING UNIT 6615
$63,761

<table>
<thead>
<tr>
<th><strong>REVENUE</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>46031-0000 – Matching Contributions</td>
</tr>
</tbody>
</table>

**TOTAL ANTICIPATED REVENUE** $ 63,761

<table>
<thead>
<tr>
<th><strong>EXPENDITURES</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PERSONNEL</strong></td>
</tr>
<tr>
<td>50000 - Regular Salaries</td>
</tr>
</tbody>
</table>

**TOTAL PERSONNEL** $ 63,761

**TOTAL ADDITIONAL APPROPRIATION** $ 63,761
AWARDING RESOLUTION TO
INTEGRATED SOLUTIONS CONSULTING, INC.
FOR THE COMPREHENSIVE EMERGENCY MANAGEMENT
PROGRAM (CEMP) FOR THE DU PAGE COUNTY OFFICE OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT
(CONTRACT TOTAL AMOUNT: $33,000.00)

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 renewal of a contract purchase order to Integrated Solutions Consulting, Inc., to provide CEMP maintenance licensing and technical upgrades, for the DuPage County Office of Homeland Security and Emergency Management.

NOW, THEREFORE BE IT RESOLVED, that contract covering said, to provide CEMP maintenance licensing and technical upgrades, for the DuPage County Office of Homeland Security and Emergency Management, for the period from December 1, 2018 through November 30, 2019, for the Office of Homeland Security and Emergency Management, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Integrated Solutions Consulting, Inc., 3501 N. Southport Ave, Suite 300, Chicago Illinois 60657 for a contract total amount not to exceed $33,000.00.

Enacted and approved this 13th day of November, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

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

JPS-P-0295-18

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>DATE SUBMITTED</td>
</tr>
<tr>
<td>CONTRACT TOTAL AMOUNT</td>
</tr>
<tr>
<td>CONTRACT TERM</td>
</tr>
<tr>
<td>REQUESTING DEPT.</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

- Bernadette Mason  Completed  10/26/2018 10:53 AM
- Richard Hellman  Completed  10/26/2018 10:59 AM
- Murray Snow  Completed  10/29/2018 10:09 AM
- Kathy Ostrowski  Completed  10/29/2018 5:01 PM
- Donald Carlsen  Completed  10/29/2018 7:32 PM
- Wendi Wagner  Completed  10/30/2018 10:30 AM
- James McGuire  Completed  10/31/2018 12:29 PM
- Paul Rafac  Completed  10/31/2018 4:48 PM
- Kathy Ostrowski  Completed  11/01/2018 12:37 PM
- Judicial/Public Safety Committee  Completed  11/06/2018 8:15 AM
- Finance Committee  Pending  11/13/2018 8:00 AM
- Technology Committee  Pending  11/13/2018 9:00 AM
- County Board  Pending  11/13/2018 10:00 AM
# Purchase Requisition

**Procurement Services Division**

## Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: Integrated Solutions Consulting</th>
<th>Vendor #: 12659</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: John Rogan</td>
<td>Email: <a href="mailto:john.rogan@i-s-consulting.com">john.rogan@i-s-consulting.com</a></td>
</tr>
<tr>
<td>Address: 3501 N. Southport Ave Suite 300</td>
<td>City: Chicago</td>
</tr>
<tr>
<td>Phone: 773-383-7221</td>
<td>Fax: 877-684-0557</td>
</tr>
</tbody>
</table>

## Send Invoices To:

<table>
<thead>
<tr>
<th>Dept: DuPage County</th>
<th>Division: OHSEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Rich Hellman</td>
<td>Email: <a href="mailto:richard.hellman@dupageco.org">richard.hellman@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 418 N County Farm Rd</td>
<td>City: Wheaton</td>
</tr>
<tr>
<td>Phone: 630-407-2918</td>
<td>Fax: 630-682-7931</td>
</tr>
</tbody>
</table>

## Send Payments To:

<table>
<thead>
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<th>Vendor #: 12659</th>
</tr>
</thead>
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<td>Attn:</td>
<td>Email:</td>
</tr>
<tr>
<td>Address: 3501 N. Southport Ave Suite 300</td>
<td>City: Chicago</td>
</tr>
<tr>
<td>Phone: 773-383-7221</td>
<td>Fax: 877-684-0557</td>
</tr>
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</table>

## Ship To:

<table>
<thead>
<tr>
<th>Dept: DuPage County</th>
<th>Division: OHSEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Rich Hellman</td>
<td>Email: <a href="mailto:richard.hellman@dupageco.org">richard.hellman@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 418 N County Farm Road</td>
<td>City: Wheaton</td>
</tr>
<tr>
<td>Phone: 630-407-2918</td>
<td>Fax: 630-682-7931</td>
</tr>
</tbody>
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## Payment Terms

<table>
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<tbody>
<tr>
<td>Use for PO25 only</td>
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</tr>
</tbody>
</table>

## Use for:

<table>
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<tr>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
<th>Requisitioner</th>
</tr>
</thead>
</table>

### LN Qty UOM Item Detail (Product #)

<table>
<thead>
<tr>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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<tbody>
<tr>
<td>CEMP Project</td>
<td>19</td>
<td>1000</td>
<td>1900</td>
<td>53020</td>
<td>33,000.00</td>
<td>33,000.00</td>
<td></td>
</tr>
</tbody>
</table>

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

- Renewal #1 per Integrated Solutions Consulting Scope of Work Dated 10/20/17

**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):

---

**Date:**

*MinuteTraq (IQM2) ID #: 13794*

**Packet Pg. 180**

---

**Attachment:** Integrated Solutions - Requisition (IPS-P-0295-18 : 2019 Integrated Solutions Consulting)
JUSTIFICATION FOR SOLE SOURCE

(PLEASE COMPLETE AND ATTACH TO PURCHASE REQUISITION)

REQUISITION # | DEPARTMENT | OHSEM
MANUFACTURER | Integrated Solutions Consulting | 
PRODUCT # | 

DESCRIBE ITEM BEING JUSTIFIED AND ITS FUNCTION:
The Comprehensive Emergency Management Plan (CEMP) is a web-based solution for our complex emergency management planning needs, daily operational needs, and unit and incident reporting needs. It also addresses the need for municipalities within the county to operate on a single platform for emergency planning.

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 manufacturers product can be used)
☑ the software manufacturer (and sole maintenance/update provider)
☐ other – (please detail below or in an attachment)

REQUESTED SOURCE | Integrated Solutions Consulting | CONTACT | John Rogan
PHONE | 773-383-7221 | WEBSITE | www.i-s-consulting.com

WHAT NECESSARY AND UNIQUE FEATURES DOES THIS VENDOR'S PRODUCT OR SERVICE PROVIDE WHICH ARE NOT AVAILABLE FROM OTHER VENDORS? (Please be specific)
Please see attached documentation provided by Integrated Solutions Consulting.

HAS THE MARKET BEEN TESTED LATELY (LAST 12 MONTHS) ON THE APPLICABILITY OF SOLE SOURCE? (If not, why not?)
This product was provided as part of a previous project that Integrated Solutions Consulting conducted for OHSEM, therefore, other in-depth tests have not been conducted.

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)
Other products such as Web EOC were reviewed in the past but were found to not offer the same level of features and functionality the CEMP offers. A great deal of time has been invested ensuring that DuPage County municipal and health partners are utilizing this software. Exploring alternatives would require starting over entirely and is not feasible to solicit.

DEPARTMENT APPROVAL | DATE
Purchasing review date

Attachment: Integrated Solutions - Requisition (JPS-P-0295-18 : 2019 Integrated Solutions Consulting)
October 20, 2017

DuPage County Office of Homeland Security and Emergency Management
Attn: Jeremy Hirst, Deputy Director
418 North County Farm Road
Wheaton, Illinois 60187

Dear Director Babyar,

As the individual authorized to contractually obligate and negotiate for Integrated Solutions Consulting (ISC), I am pleased to present our Statement of Work (SOW) to continue the deployment of the Comprehensive Emergency Management Program (CEMP). The CEMP is a fully integrated Knowledge Management System (KMS) providing a virtual platform enabling the integration between DuPage County OHSEM, DCHD, thirty-two municipalities, and six county hospitals.

- Provide licensing, maintenance, and hosting services for thirty-three (33) integrated Knowledge Management Systems (KMSs); one county and thirty-two municipal systems
- Provide recommendations on to best implement the systems developing a fully integrated preparedness program environment
- Provide education and training on the use of the KMS as required
- Provide a zero price system in support of the DuPage County NARCAN program

We appreciate the opportunity to submit a proposal on this very important matter, and we look forward to a collaborative working relation with your organization.

Sincerely,

[Signature]

John Rogan Principal,
Integrated Solutions Consulting, Inc.
Telephone: 773-323-7221
Fax: 877.684.0557
E-mail: john.rogan@i-s-consulting.com
E-mail: john.rogan@i-s-consulting.com
1. Project Overview

Integrated Solutions Consulting (ISC) has successfully implemented and sustained the Comprehensive Emergency Management Program (CEMP) preparedness and planning system for the DuPage County Office of Homeland Security and Emergency Management (OSHEM) and its thirty-two (32) County Municipalities the past five years.

In addition, the platform allows for the seamless and secure sharing of preparedness information and intelligence with CEMPs established within the County:

1. DuPage NARCAN Program  
2. DuPage County Health Department (DCHD)  
3. Six hospitals located in DuPage County  
4. Regional Healthcare Coordinating Center (RHCC) supporting the six county hospitals  
5. State Health Department

The State of Illinois funds all of the above elements except the DuPage NARCAN Program system, which is supported by ISC at no cost to the County.

2. Description of Services

The CEMP is a web-based preparedness and planning system developed and maintained by ISC provides systems (instances) to the DuPage County Office of Homeland Security and Emergency Management (OSHEM) and its county municipalities.

ISC will provide maintenance to the Odysseus instances for each county and municipality with an instance. An instance of the Odysseus system is a deployment of the system that resides as its own site with the principal licensee being DuPage County Office of Homeland Security and Emergency Management (OHSEM). All instances can work together to share content as necessary and as desired to maintain and develop emergency preparedness plans, policies and other essential content but each instance exists on its own as an independent system administered by Integrated Solutions Consulting (ISC) and the DuPage County Office of Homeland Security and Emergency Management.

Integrated Solutions Consulting (ISC) will provide licensing, maintenance, and hosting for the 33 Comprehensive Emergency Management Program (CEMP) systems for the following organizations:

- DuPage County Office of Homeland Security and Emergency Management (1)  
- DuPage County Municipalities (32)
1. Addison, Village of
2. Bartlett, Village of
3. Bensenville, Village of
4. Bloomingdale, Village of
5. Burr Ridge, Village of
6. Carol Stream, Village of
7. Clarendon Hills, Village of
8. Darien, Village of
9. Downers Grove, Village of
10. Elmhurst, City of
11. Glen Ellyn, Village of
12. Glendale Heights, Village of
13. Hanover Park, Village of
14. Hinsdale, Village of
15. Itasca, Village of
16. Lemont, Village of
17. Lisle, Village of
18. Lombard, Village of
19. Naperville, City of
20. Oak Brook, Village of
21. Oakbrook Terrace, City of
22. Roselle, Village of
23. Villa Park, Village of
24. Warrenville, City of
25. Wayne, Village of
26. West Chicago, City of
27. Westmont, Village of
28. Wheaton, City of
29. Willowbrook, Village of
30. Winfield, Village of
31. Wood Dale, City of
32. Woodridge, Village of

- Total 33 Platforms
DuPage County Office of Homeland Security and Emergency Management
Comprehensive Emergency Management Program (CEMP) Statement of Work (SOW)

*numbers below municipality names are unique identification codes utilized by ISC*
The OSHEM CEMP system preparedness environment integrates the capabilities of each fully-functional independent system. Each system resides as a sub-domain to the secure isc-cemp.com website. ISC shall also:

1. Provide technical advice to integrate the CEMP and its functionalities with existing and future OSHEM systems.
2. Provide technical updates (regular system updates/maintenance) to CEMP as they are developed and become available.
3. Provide technical and operational guidance to an established governance committee if applicable.
4. Provide technical and operational guidance for training and education of the Comprehensive Emergency Management Program (CEMP)
5. Provide 24/7 Support of the County and thirty-two (32) Municipal Comprehensive Emergency Management Program (CEMP) program and system

The system allows for the unlimited:

- Expansion of Users
- Electronic Secure File Storage
- HTML coding
- Various types of documents (examples: Microsoft Word, PDF, JPEG, PNG)

3. Pricing

ISC will provide the following services for a one-year period starting December 1, 2017 and ending November 30, 2018 at a cost of $33,000.00 for the year.

<table>
<thead>
<tr>
<th>Year Number</th>
<th>Dates</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>December 1, 2017-November 30, 2018</td>
<td>$33,000.00</td>
</tr>
</tbody>
</table>

The County has the option to extend this agreement at the cost of $33,000 for three years.

Integrated Solutions Consulting provides the CEMP as a “Software as a Service” (SaaS) product. This unique pricing model does not charge a licensing fee for every new user, rather a fee for every new instance or department that purchases the product.

This allows the CEMP to expand to multiple users within a department at very low cost. One of the fundamental tenets of effective planning is to form diverse planning groups.
with representatives from all departments in involved in the plan. This methodology not only helps responding departments fully understand their roles and responsibilities but also exposes the planning process to multiple viewpoints and multi-disciplinary expertise.

Due to the nature of planning, the ability to allow access to multiple users while being economically feasible increases the efficiency and effectiveness of preparedness planning by sharing information and involving more input from different stakeholders.

This has allowed the focus to shift from simply assuring compliance, to improving existing plans, increasing coordination with partners, and allowing a higher level of operational success. In addition to reducing the traditional amount of time it takes to share information, saving untold staff hours.

DuPage County OHSEM has seen this benefit as a number of diverse users have accessed the system since its initial deployment, with planning shared and vetted by experts throughout the county and state without an increase in the pricing for the first five years. The CEMP environment has increased its' capabilities and continues to do so with effective customized solutions designed for planning and preparedness. While providing continual updates of the system to maintain compatibility with browser updates, functionalities of the system such as workgroup and sharing have increased as well, with no increase in cost for five years. All upgrades to the CEMP will continue to be included in the implementation cost and licensing costs during the new licensing agreement.

ISC is committed to growing the capabilities of the system and continue their partnership with OHSEM at the proposed fixed cost for the next three years. Our commitment to quality and support has been demonstrated through the years with no increase in cost by:

- Uninterrupted service
- Unlimited development of work group stakeholder environments
- No client issues reported
- Sustained 24/7 support
- Training and Education of new functionalities and new users

In addition, ISC provided and supported the DuPage Narcan Program (DNP) platform at no cost over the last five years and will continue to do so at no cost for the duration of this contract. The same level of support and functionalities will be provided to the DNP platform.
Additionally, the system allows OSHEM access to newly developed system tools (modules) to consider for adaptation such as Automated and Standardized Hazard Vulnerability and Operational Capability Assignments.

ISC recognizes that maintaining the efficiency of an organization with budget constraints that continually affect the demand for resources dynamically changes over time and is a challenge. This price increase represents costs associated with our continual commitment to ensure the 33 supported platforms maintain:

- Secure System Hosting
- 24/7 Support
- Training and Education of new functionalities and new users
- Unlimited Users
- Unlimited file storage
- Unlimited work group environments
Overview

The DuPage OHSEM CEMP is essentially an Enterprise Content Management (ECM) system with one significant difference, the OHSEM CEMP system environment is designed to provide a cross jurisdictional and cross organization (knowledge management environment). The CEMP is truly a system of systems (a system environment) designed to be fully integrated from an information sharing function while concurrently having delineated access and operational rights down to the lowest level.

DuPage OHSEM controls information sharing at all system levels as appropriate to maintain to the right balance of standardization and flexibility but each system’s system administrator also has the flexibility and responsibility to add new users as well as control access and administrative rights within their own system. For example, the OHSEM controls its users and their access, security rights and shares information with the municipalities as well as the hospital CEMPs within DuPage County. The information sharing is also bi-directional; for example information from OHSEM can easily be shared to every municipality within the County.

The CEMP environment uses Amazon Elastic Compute Cloud (EC2) for its web service interface; with a backup, staging, and production server configuration. The environment has been operational for over five years with only one service interruption (which lasted less than two (2) hours; no information was lost nor was the security of the CEMP system compromised.

The CEMP environment uses a shared Verisign security certificate and implements industry standard user name and password standards. In January 2014, Integrated Solutions Consulting (ISC) completed an external service, support, maintenance, and security audit of the CEMP and developed both internal and client COOP SOPs that were shared with clients.

Firm Qualifications

Integrated Solutions Consulting offers a nationally recognized team with a client-focused culture and unique combination of academic knowledge, practical understanding, and field experience. We feel that this blend of academic knowledge and practical experience makes us committed and fully qualified to fulfill all provisions of this project in providing OHSEM with an efficient and effective comprehensive emergency management program, incorporating the latest analytical and methodological techniques, and providing accurate output of hazard vulnerabilities. This thorough process is a hallmark of ISC’s commitment to excellence and our track record of continuously providing client-focused, exceptional products that address the objectives of the assigned project as well as concurrent and future emergency management activities.

ISC will provide OHSEM with a team that exhibits the following characteristics:

- Focused Expertise Supported by a Multi-Disciplinary Perspective: Our primary business is to assist in the development and implementation of proactive solutions for health
preparedness departments by delivering comprehensive, all-hazard, and multi-disciplinary services.

- **Track-Record of Collaboration and Success**: Our team has partnered, collaborated, and successfully delivered on complex public health preparedness projects at the local, state, and federal level.

- **Proven Best Management Practices**: We have a proven project management methodology that can ensure that this important project remains on budget, is quality driven, properly staffed, and constantly focused on accomplishing the client’s objectives.

- **Seasoned Professionals with Academic and Technical Expertise**: Our team combines academic achievement with technical excellence and seasoned public health professionals that can deliver research-based, national best-practices and lessons-learned.

- **Integrated Solutions Consulting** is dedicated to providing consulting services that are based on the common principles and practices of comprehensive public health preparedness and offer solutions that are client-focused, value-added, and research-based.

Since its inception, ISC has established itself as dedicated industry leaders in public health preparedness consulting services. We are committed to taking an all-hazard, integrated approach to help solve complex challenges facing our communities and to develop comprehensive solutions and plans to promote economic steps in public safety against an increasingly violate world. Our mission and principles supported by our dedication and enthusiasm are what we believe separates us from others. We are determined to delivering excellence and exceeding expectations to fulfill our client’s needs and the motivation of those needs.

Our relevant experience is comprised of broad array of similar and complementary projects that are supported by a record of accomplishment of successful project and program execution. An essential element of this achievement is attributed to our ability to utilize our team’s cooperative strengths to provide our clients with multi-disciplinary solutions to their preparedness projects. This multi-disciplinary approach provides a framework that incorporates all hazards and integrates all phases of emergency management, while aligning and complementing Federal and State directives to maximize programmatic and fiscal efficiency.

ISC has obtained the recognition of providing exceptional, client-focused services and celebrated for its integrated "best-practices" approach to all-hazards planning and preparedness. This recognition is attributed to ISC’s strive for excellence for every project initiated, regardless of client or project size.

Our commitment to excellence is reflected in our exceptional performance rating which resulted from an independent and third-party evaluation of over 50 ISC projects.

The CEMP is a continual cycle integrating preparedness elements – planning, education, training, and exercising - efficiently and effectively.
By making ISC's CEMP a foundation of their program, each organization has streamlined their planning process and developed plans that were more accessible to its internal and external partners. The CEMP designed and developed on the preparedness and planning system provided organizations with a web-based structure enabling the improvement of preparedness doctrine and programs to support the maintenance and implementation of this doctrine. The CEMP provides organizations with real solutions for many gaps commonly identified in preparedness and planning.

Technical

The CEMP is the only process / system of its kind that can provide a high-level preparedness and planning solutions specifically designed, developed, and proven for the planning, preparedness, and operational requirements of organizations. It is a wholly owned and patented solution for preparedness planning developed completely by ISC. The CEMP was developed by working with preparedness organizations, including OHSEM, to assess their preparedness needs and identify solutions to enhance preparedness programs. The system is unique in that is was created and developed entirely by ISC cannot be licensed for use without ISC's consent. Additionally, as sole developers of the system, ISC continues to refine and develop the functionality of the system. These improvements are provided only to active users of the system.

Capabilities/Capacities

The CEMP also has many benefits beyond planning. This system provides each agency with an online forum to develop a CEMP that is guided to meet all state and federal requirements. In addition, the CEMP maintains an aggregation capability so that data collected can be aggregated and analyzed in various formats and shared throughout departments.

This sharing capability is vital to preparedness activities within any organization. As emergency events are regional in nature, a robust information sharing capability is essential to a prepared department and a protected jurisdiction. As preparedness levels has risen throughout the country, OHSEM must have the capability to share information and best practices with its local, regional, and State partners to increase its capability and overall preparedness.

In addition, clients throughout the State of Illinois, including CDPH, have used the CEMP as a communicative tool during exercises and actual emergencies. For example, during the 2009/2010 H1N1 Pandemic, ISC personnel worked closely with CDPH during preparedness operations and deployed several personnel in response operations. The CDPH and ISC personnel were instrumental in using the CEMP to maintain accurate situational awareness of vaccination operations by hourly IAP updates and vaccine usage reports. Additionally, since the CEMP is designed using a cloud based computing model, information entered into one system can be shared on a regional basis. This allows the pooling of resources among departments, reduces costs, and increases collaboration in potential emergency situations.
The CEMP was designed to with the ability to share information from system to system. As planning becomes more effective when shared, the CEMP’s sharing functionality (federal to state, state to county, and county to local) makes it a unique and ideal solution for OHSEM. This advantage has been recognized by many agencies including the IDPH. IDPH utilizes the system for all 95 local health departments and all hospitals in Illinois with the intent of sharing information between departments and the healthcare to increase overall preparedness.

Exclusive Capabilities

While this product offers features and services similar to other content management products utilized by other agencies, the CEMP is different in that its primary focus is to enhance emergency management, planning and preparedness. The CEMP is the only known system of its kind that was developed by emergency management and preparedness professionals for the sole purpose of planning and enhancing organizational preparedness.

In addition, it offers unique customized services purely dedicated to the maintenance of complex emergency plans.

It is important to note that this system is not solely a content management product; instead, it is an internet-based secured avenue to create, edit, and maintain public health emergency plans with advanced customization and facilitation, which promotes increased plan quality and compliance. Moreover, plan quality and increased preparedness are achieved because the system goes far beyond serving as a storehouse for preparedness documents. Instead, this system is uniquely designed to facilitate the management and utilization of the following services, which are critical to the overall emergency management operations:

- Improved integration of comprehensive emergency management doctrine in a consistent and operational format
- Development of an innovative structure that enables various levels of secure access to limit or expand information dissemination
- Implementation of a scalable platform that can be modified with regards to structure and content to meet the needs of a department, regional authority, or a state agency
- Management of planning committees to include assigned responsibilities, meeting schedules, and public outreach efforts
- Enhanced accessibility, efficiency, and effectiveness of exercise and training programs throughout the planning cycle
- Programmatic compliance of performance-based and incentive-based grant measures with governing bodies
- Use of the system as an efficient and effective information sharing and storing tool during actual incidents
The CEMP designed and developed on the preparedness and planning system providing organizations with a web-based structure enabling the improvement of preparedness doctrine and programs to support the maintenance and implementation of this doctrine. The CEMP provides organizations with real solutions for many common preparedness and planning gaps.

The CEMP is unique because it is a web-based preparedness and planning system with the ability to increase planning and program standardization; through standardization, preparedness doctrine is realized. The CEMP’s use of proactive and user friendly cloud computing technologies enables OHSEM, public partners, and private partners (as appropriate) to share, collaborate, and develop “ideal” preparedness planning and programs. This ability to provide “knowledge transfer” instantaneously throughout the County is perhaps the greatest strength of the system.

**Preparedness and Planning Challenges – CEMP Solutions**

<table>
<thead>
<tr>
<th>Common Preparedness and Planning Gaps</th>
<th>CEMP Solutions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning was developed in MS Word on desktop computers and/or shared drives – this led to serious version control issues and a lack of dissemination management.</td>
<td>Provides a web-based system providing: high level of security and redundancy, layered access and dissemination, and the ability to manage planning with active version control protocols.</td>
</tr>
<tr>
<td>Planning once completed was stored in hard-copy notebooks and/or electronically - plans were rarely updated, reviewed, or referred to during a crisis.</td>
<td>Planning and preparedness doctrine is securely stored and is available on-line for immediate review or modification.</td>
</tr>
<tr>
<td>Planning was developed in a non-collaborative environment - knowledge transfer was inefficient between planners and command personnel; public and private partners rarely see planning after initial completion.</td>
<td>Planning is accessed via multiple layers based on “need-to-know” protocols enabling planning committees, workgroups, and operations personnel to actively review and comment on planning and preparedness doctrine. Planning can also be shared with the public, ensuring</td>
</tr>
<tr>
<td>Planning was in a non-standard design – this inhibited the implementation of planning for education, training, and exercises.</td>
<td>Planners and personnel have the ability: to view all current planning and multiple plans concurrently; and standardize plan organizational structure to provide the flexibility within appropriate operational limits.</td>
</tr>
<tr>
<td>Planning was difficult to access – plans were rarely reviewed / understood.</td>
<td>Executives, management, personnel, planners, and public / private partners can access the plan on-line to gain immediate situational understanding.</td>
</tr>
<tr>
<td>Preparedness was problematic – planning was rarely exercised; exercise and actual incidents / events After Action Report (AARs) / Improvement Plans (IPs) did not modify planning or procurement.</td>
<td>Preparedness personnel can connect preparedness and planning components to exercise plans; AARs and IPs address focus on these specific components; planning and preparedness programs are updated and progress is readily identified.</td>
</tr>
<tr>
<td>Preparedness was disconnected – a common operational picture of each hazard did not influence planning, training, exercises, and procurement.</td>
<td>Planning is now connected throughout the entire &quot;preparedness cycle&quot; into a comprehensive emergency management program systematically developing efficiently and effectively organizational and operational processes.</td>
</tr>
</tbody>
</table>

**Proprietary Data**

Due to the distinct characteristics and services offered by the system, it is the only process/system of its kind. While other products are web-based or provide comparable services, they either lack the emergency management focus and expertise, or fail to address the programmatic and comprehensive needs of emergency management agencies. This claim is validated by extensive research conducted by ISC to compare current web-based applications being offered to the emergency preparedness community. This research included conducting comprehensive searches for related products; documenting promotional pieces in emergency management and public health related publications; informal interviews with emergency preparedness agencies and representatives to determine what kinds of systems were being utilized; and attending various emergency
preparedness tradeshows and conferences across the country to assess current and up-and-coming services and products being offered.

Once products were identified, ISC thoroughly compared these products with CEMP concept. Again, while other products promote collaboration via a web-enabled environment, no system other than the CEMP truly allows for the customization and programmatic integration of all planning, educating, training, and exercising, and response-oriented needs of emergency preparedness programs.

It should also be noted that this system is unique in that it is offered on a Software-as-a-Service basis and gives OHSEM the ability to integrate preparedness and planning efficiently at the local level. The key benefits of SaaS design is a significant advancement in emergency preparedness/planning platforms by providing the right mix of flexibility and standardization based on the clients' needs.

For the purposes of comparison, three leading content management based systems were analyzed. The table below depicts how these products differ.

**Microsoft Office SharePoint 2007**

Microsoft Office SharePoint Server 2007 provides a single, integrated location where employees can collaborate with team members, find organizational resources, search for experts and corporate information, and manage content and workflow. SharePoint allows teams to work together, collaborate on, publish documents, maintain task lists, implement workflows, and share information through the use of wikis and blogs.

**SmartDoc**

SmartDoc is a Web-based document management software solution that helps businesses create, manage, and share documents and best practices (e.g. SOPs) throughout the entire enterprise. This product focuses on planning processes, specifically with the upkeep of key strategy or planning documents.

**SIREN**

SIREN (Secure Integrated Response and Electronic Notification Infrastructure) is a custom-built program using a combination of Microsoft Office SharePoint and the Microsoft .NET Framework. This product was developed specifically for the Arizona Department of Health Services. SIREN was created to optimize the electronic secure distribution of information of state, tribal, and local officials especially during times of a crisis.
<table>
<thead>
<tr>
<th>Allows Attachments/Links</th>
<th>promotecollaboration</th>
<th>Valuable Planning Tool</th>
<th>Valuable Response Tool</th>
<th>Emergency Management / Public Health Specific Product</th>
<th>CEMP Integration</th>
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</table>
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: Oct 16, 2018

Packet Pg. 198

Company Name: Integrated Solutions Consulting
Company Contact: John Ragan
Contact Phone: 773-383-7221
Contact Email: john.ragan@i-s-consulting.com

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

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

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.

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

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

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

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

Authorized Signature

Printed Name: John Ragan
Title: Vice President
Date: Oct 16, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
**Procurement Review Checklist**

**Procurement Services Division**

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

---

**Vendor:** Integrated Solutions Consulting  **Vendor #:** 12659  **Contract Term:** 12/1/18 - 11/30/19  **Contract Total:** $33,000.00

**Dept:** OHSEM  **Contact:** Rich Hellman  **Phone:** 630-407-2918  **Assigned Committee:** IPS

**Description of Procurement/Scope of Work/Background:**
CEMP Maintenance, Licensing, and Technical upgrades/support. OHSEM, DuPage County Municipalities, and DuPage County hospital partners utilize the CEMP product for emergency management planning.

**Reason for Procurement:** Subscription fees for CEMP (Comprehensive Emergency Management Program) - RENEWAL #1

**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): FY19 - 1000-1900-53020

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP #
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] 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)**

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<th>Date</th>
<th>Recommended for Approval</th>
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**REVIEWED BY (Initials Only)**

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<th>Buyer</th>
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<th>Procurement Officer</th>
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<td>10-31-18</td>
<td>(Decision Memos Over $25,000)</td>
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FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Packet Pg. 199

Rev 1.8
9/11/17
AWARDING RESOLUTION TO HOV SERVICES INC.
FOR HARDWARE AND SOFTWARE TECHNICAL SUPPORT
FOR AN APPLICATION SYSTEM
(CONTRACT TOTAL AMOUNT $35,775.00)

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 maintenance to the Kodak i1860 scanners, for
the period of December 1, 2018 to November 30, 2019, for the Office of the Circuit Court Clerk.

NOW, THEREFORE BE IT RESOLVED, that contract covering said, to provide for
annual maintenance to the Kodak i1860 scanners, for the period of December 1, 2018 to
November 30, 2019, for the Office of the Circuit Court Clerk, be, and it is hereby approved for
issuance of a contract purchase order by the Procurement Division to HOV Services Inc., 9659 N
Sam Houston Parkway East, Suite 150 Box 170, Humble TX 77366, for a contract total amount
of $35,775.00.

Enacted and approved this 13th day of November, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
**NEW PURCHASE ORDER REQUEST**

<table>
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<th>CONTRACT TERM</th>
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<td>October 22, 2018</td>
<td>$35,775.00</td>
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**SOLICITATION METHOD FOR SOURCE SELECTION**

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<td>Technology Committee</td>
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<td>County Board</td>
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Purchase Requisition
Procurement Services Division

Send Purchase Order To:

Vendor: HOV Services  Vendor #: 12100
Attrn: Charnita Pradia  Email: Charnita.Pradia@exelaonline.com
Address: 9659 N Sam Houston Parkway East, Suite 150, Box 170
City: Humble  State: TX  Zip: 77396
Phone: 713-685-8250  Fax:

Send Payments To:

Vendor: HOV Services  Vendor #: 12100
Attrn: Amy Raines  Email: amy.raines@exelatech.com
Address: 9659 N Sam Houston Parkway East, Suite 150 Box 170
City: Humble  State: TX  Zip: 77396
Phone: 713-685-8250  Fax:

Send Invoices To:

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

Send Invoices To:

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

Payment Terms  F.O.B.:
PER 50 ILCS 505/1  PO 20 Delivery Date  Requisitioner
Use for Contract Administrator  Contract Start Date  Contract End Date
PO25 only Dec 1, 2018  Nov 30, 2018 Use for

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Requisition Total: $35,775.00

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

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

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

Rev 1.5

Packet Pg. 202
Support and Maintenance Agreement

Customer: Dupage County Circuit Court
Installation Location
DUPAGE COUNTY
DUPAGE COUNTY CIRCUIT COURT
505 COUNTY FARM ROAD
WHEATON, IL 60187

MARY HEATON 630 407 8576

Description
Agreement #: 42016CONSVR
Type: MARY HEATON 630 407 8576
Amount: $11,925.00
Effective: 12/01/2018 through 11/30/2019
Payment Terms: Annual

Amount shown does not include applicable taxes
See attached Terms and Conditions on page 2

Covered Components
Description
KODAK i1860 SCANNER

Tag #  Serial #
36252-16018  45707254

Covered Services
On-Site Support/Labor
Parts
Phone Support

Unlimited Service Calls Allowed

Notes or Considerations
SERVICE UNDER THIS AGREEMENT IS PROVIDED BY KODAK ALARIS

Signature on File

Please sign, date and return a copy of this Support and Maintenance Agreement Renewal along with your Purchase Order to the address or fax number below. You will then be invoiced for the amount shown plus any applicable taxes.

By signing this Support and Maintenance Agreement or use of the services described above Customer agrees to the Terms and Conditions listed on page 2 attached hereto.

RETURN TO
HOV Services - Service Administration
9959 N. Sam Houston Parkway East, Suite 150, Box # 170
Humble, TX 77396
Fax: 713-957-4858

Authorized HOV Services Representative
Date 12/01/2018

Packet Pg. 203
Support and Maintenance Agreement

Customer: Dupage County Circuit Court
Installation Location: DUPAGE COUNTY
DUPAGE COUNTY CIRCUIT COURT
505 COUNTY FARM ROAD
WHEATON, IL 60187

MARY HEATON 630 407 8576

<table>
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<tr>
<th>Description</th>
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<th>Serial #</th>
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<tbody>
<tr>
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<td>45706016</td>
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<tr>
<td>KODAK i1860 SCANNER</td>
<td>36262-16018</td>
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</tr>
</tbody>
</table>

Covered Services

On-Site Support/Labor
Parts
Phone Support

Unlimited Service Calls Allowed

Customer Code: DUPAG01
P.O. Date: 12/01/2018
Title: Direction

Please sign, date and return a copy of this Support and Maintenance Agreement Renewal along with your Purchase Order to the address or fax number below. You will then be invoiced for the amount shown plus any applicable taxes.

By signing this Support and Maintenance Agreement or use of the services described above Customer agrees to the Terms and Conditions listed on page 2 attached hereto.

Signature on File

Packet Pg. 204
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

---

**Vendor:** HOV Services  
**Vendor #:** 12100  
**Dept:** Circuit Court Clerk  
**Contact:** Kevin Vaske  
**Phone:** 630-407-8647

**Contract Term:** 12/01/18-11/30/19  
**Contract Total:** $35,775.00  
**Assigned Committee:** JPS

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

Maintenance, On-Site Support/Labor, Parts and Phone Support for the Kodak i1860 Scanners

**Reason for Procurement:**

Annual renewal of maintenance agreement

---

**FUNDING SOURCE**

- [ ] Procurement budgeted for (FY and budget code(s)): 19-1400-6730-53370
- [ ] 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 # __________________________

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

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<th>Date</th>
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**If Approval, if required Date**

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</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
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<tbody>
<tr>
<td></td>
<td>10-25-18</td>
</tr>
</tbody>
</table>

**Procurement Officer**

<table>
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<tr>
<th>Date</th>
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<tbody>
<tr>
<td>10-25-18</td>
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</table>

**Chairman's Office**

<table>
<thead>
<tr>
<th>Date</th>
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<tbody>
<tr>
<td>10-3-18</td>
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</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10-5-0-18</td>
</tr>
</tbody>
</table>

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

**FORM OPTIMIZED FOR ACROBAT 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.

---

<table>
<thead>
<tr>
<th>Requesting Department: Circuit Court Clerk</th>
<th>Department Contact: Kevin Vaske</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:kevin.vaske@18thjudicial.org">kevin.vaske@18thjudicial.org</a></td>
<td>Contact Phone: 630-407-8647</td>
</tr>
<tr>
<td>Vendor Name: HOV Services</td>
<td>Vendor #: 12100</td>
</tr>
</tbody>
</table>

---

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

The Circuit Court Clerk's office operates under a Support and Maintenance Agreement due to expire on Nov 30, 2018. This maintenance agreement supports 3 large high speed image scanners. The Clerk requires this maintenance agreement to be renewed at this time to prevent hardware coverage from being interrupted.

---

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

The Circuit Court Clerk's office operates 3 large high speed image scanners. Each year this Support and Maintenance Agreement must be renewed to protect the operations of the Clerk's image scanning.

---

**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.

The Circuit Court Clerk's office is an approved e-record office and all documents are required to be scanned. The Circuit Court Clerk's office also scans documents to support the Probation Department, States Attorney, Public Defender and other DuPage Justice offices using the high speed image scanners. These machines require maintenance to prevent failure of operations of all the supported justice departments.

---

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

The actual maintenance services under this agreement are provided by Kodak Alaris. These machines are Kodak i1860 scanners. Since the machines were purchased through HOV Services even though Kodak makes this hardware, HOV Services is the vendor our maintenance agreements are through. This process has been in place for many years supporting this maintenance.

---

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

The maintenance is not a requirement to operate these scanners, however failure or out of service would jeopardize many departments within the judicial system, plus the out of pocket cost would be to high.

The Clerk recommends approval of this service agreement so service will continue without interruption.

---

**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.

The funding is supported from the Court Document Storage fund - thus no effect on county general funds.
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

Printed Name: Suresh Yannamani
Title: President
Date: 09/26/2018

09.27.2018
Attachment: HOV Services - Vendor Ethics  (JPS-P-0257-18 : HOV Services)
AWARDING RESOLUTION
ISSUED TO NEC CORPORATION OF AMERICA FOR
IBW LATENT WORKSTATION AND ONSITE EBW TRAINING FOR 2
FOR THE SHERIFF’S OFFICE CRIME LABORATORY
(CONTRACT TOTAL AMOUNT $44,790.00)

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 NEC Corporation of America for an IBW Latent Workstation and Onsite IBW training for 2 for the Sheriff’s Office Crime Laboratory

NOW, THEREFORE BE IT RESOLVED, that said contract covering said, to provide 1 (one) IBW Latent Workstation and Onsite IBW training for 2 for the Sheriff’s Office Crime Laboratory be, and it is hereby approved for issuance of a contract by the Procurement Division to NEC Corporation of America 3929 W. John Carpenter Freeway Irving, TX 75063 for a contract total not to exceed $44,790.00. (Funded by the Sheriff's Office Federal Treasury account)

Enacted and approved this 13th day of November, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Requisition 25k and over
JPS-P-0296-18

PROCUREMENT REVIEW CHECKLIST
REQUISITION
This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE SUBMITTED</td>
<td>October 15, 2018</td>
</tr>
<tr>
<td>CONTRACT TOTAL AMOUNT</td>
<td>$44,790.00</td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

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

Bernadette Mason  Completed 10/16/2018 10:21 AM
Colleen Zbilski  Completed 10/16/2018 10:24 AM
Kathy Ostrowski  Completed 10/16/2018 11:25 AM
Donald Carlsen  Completed 10/16/2018 1:43 PM
Wendi Wagner  Completed 10/30/2018 9:00 AM
James McGuire  Completed 10/30/2018 4:12 PM
Paul Rafac  Completed 10/30/2018 4:55 PM
Kathy Ostrowski  Completed 11/01/2018 3:53 PM
Judicial/Public Safety Committee  Completed 11/06/2018 8:15 AM
Finance Committee  Pending 11/13/2018 8:00 AM
Technology Committee  Pending 11/13/2018 9:00 AM
County Board  Pending 11/13/2018 10:00 AM
## Purchase Requisition
### Procurement Services Division

### Send Purchase Order To:
- **Vendor:** NEC Corp. of America
- **Attn:** Cindy Taylor
- **Address:** 3929 W. John Carpenter Freeway
- **City:** Irving
- **State:** TX
- **Zip:** 75063
- **Phone:** 916.463.7070
- **Email:** cindy.taylor@necam.com

### Send Invoices To:
- **Dept:** Sheriff's Office
- **Attn:** Dawn Domrose
- **Address:** 501 N. County Farm Road
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 630.407.2009
- **Fax:**

### Send Payments To:
- **Vendor:** NEC Corp. of America
- **Attn:** Cindy Taylor
- **Address:** NEC Corp. of America, Lockbox #22529
- **City:** Chicago
- **State:** IL
- **Zip:** 60673-1225
- **Phone:** 916.463.7070
- **Fax:**

### Ship To:
- **Vendor:** NEC Corp. of America
- **Attn:** Claire Dragovich
- **Address:** NEC Corp. of America, Lockbox #22529
- **City:** Chicago
- **State:** IL
- **Zip:** 60673-1225
- **Phone:** 916.463.7070
- **Fax:**

### Payment Terms:
- **PER 50 ILCS 505/1**
- **Use for:** Contract Administrator

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

### PO 20 only

### PO25 only

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>IBW Latent Workstation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>39,500.00</td>
<td>39,500.00</td>
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<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td>Onsite IBW Latent Training for 2</td>
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<td></td>
<td></td>
<td></td>
<td>5,290.00</td>
<td>5,290.00</td>
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<td></td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

### Requisition Total: $ 44,790.00

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

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

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

**Procurement Services Division**

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

---

**Vendor:** NEC Corporation of America  
**Vendor #:** 10962

<table>
<thead>
<tr>
<th>Department</th>
<th>Sheriff's Office</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contact:</strong></td>
<td>Claire Dragovich</td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td>630.407.2101</td>
</tr>
</tbody>
</table>

**Contract Term:**

| **Contract Total:** | $44,790.00 |

---

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

The Sheriff's Office, Crime Laboratory, provides services in latent prints. This service includes searching unknown fingerprints from crime scenes against fingerprints in the current Illinois State Police (ISP) criminal electronic fingerprint databases. Search results can provide critical investigative leads to law enforcement agencies investigating crimes.

**Reason for Procurement:**

The Illinois State Police shut-down the legacy ISP AFIS (automated fingerprint identification system) 10/2/2018 which disconnected our laboratory access to the Illinois State Police fingerprint database. Purchase of the new IBW Latent Workstation is required to enable access to the database.

---

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): Sheriff's Office Federal Treasury Account
- Budget Transfer (Date) _____________ Add'l Information

---

**DECISION MEMO NOT REQUIRED**

- LOWEST RESPONSIBLE QUOTE # or BID # _____________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # _____________________ [Intergovernmental Agreement]
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- PER SS ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- PER SS 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>Claire Dragovich</th>
<th>Oct 11, 2018</th>
<th>Recommended for Approval</th>
<th>Date</th>
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**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>10-19-18</th>
<th>Procurement Officer</th>
<th>10-22-18</th>
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</thead>
<tbody>
<tr>
<td>Chief Financial Officer</td>
<td>10-20-18</td>
<td>Chairman's Office (Decision Memos Over $25,000)</td>
<td>Date</td>
</tr>
</tbody>
</table>
March 28, 2018

Laboratory Director
Claire M. Dragovich
DuPage County Forensic Science Center
501 N. County Farm Rd
Wheaton, IL 60187

Re: Sole Source Letter for NEC Integrated Biometrics Workstation for Latent (iBW-L)

Dear Director Dragovich:

On behalf of NEC Corporation of America, I am responding to your request for sole source justification for the NEC Integrated Biometrics Workstation for Latent (iBW-L) to the existing NEC MBIS currently being deployed by the Illinois State Police (ISP).

Due to the proprietary matching hardware components, proprietary matching algorithms and workstation application software, NEC is the only vendor that can provide tenprint and latent workstations to search against the Illinois State Police MBIS.

For over 20 years, NEC Corporation of America has provided the Illinois State Police with Fingerprint Identification Systems comprised of our proprietary matching software for extracting fingerprint minutia, creating multiple fingerprint databases, and searching/matching algorithms for fingerprint identification. The current Illinois State Police criminal electronic fingerprint databases, used for comparison and searching tasks, are integrated, proprietary, and use native data-exchange algorithms that interface exclusively with the NEC Fingerprint Matching subsystem and the NEC Integrated Biometrics Workstation for Latent (iBW-L).

NEC Corporation of America is the sole provider of the Multi-Modal Biometric Identification System (MBIS) being used by the Illinois State Police. In addition, NEC Corporation of America holds all patents and has exclusive proprietary software rights on all application programs, fingerprint matching algorithms and native fingerprint images. No other vendor can convert proprietary data or provide database performance expansion services, interfaces to external data sources or make modification to products marketed by NEC.

Please do not hesitate to call me at 513.218.1680 if you have any further questions.

Sincerely,

Greg Uher
Directory, Customer Service and Support

Attachment: NEC - Sole Source Letter (JPS-P-0296-18 : NEC Corporation of America)
REQUISITION # | DEPARTMENT | MANUFACTURER | PRODUCT # |
<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Sheriff's Office - Crime Lab</td>
<td>NEC Corporation of America</td>
<td></td>
</tr>
</tbody>
</table>

DESCRIBE ITEM BEING JUSTIFIED AND ITS FUNCTION:
The NEC Integrated Biometrics Workstation for Latent (IBW Latent Workstation) is hardware and software that will allow for searching of fingerprints from crime scenes in DuPage County to Illinois State Police criminal electronic fingerprint databases. NEC is the sole provider of this system to the Illinois State Police and holds all patents and has exclusive proprietary software rights on all application programs, fingerprint matching algorithms and native fingerprint images.

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 manufacturers product can be used)
- the software manufacturer (and sole maintenance/update provider)
- other – (please detail below or in an attachment)

See attached letter from NEC Corporation of America,

REQUESTED SOURCE | NEC Corporation of America | CONTACT | Greg Uher |
PHONE | 513.218.1680 | WEBSITE | https://www.necam.com/ |

WHAT NECESSARY AND UNIQUE FEATURES DOES THIS VENDOR’S PRODUCT OR SERVICE PROVIDE WHICH ARE NOT AVAILABLE FROM OTHER VENDORS? (Please be specific)
This vendor provides a fingerprint identification system (IBW Latent Workstation) that exclusively interfaces with the Illinois State Police Multi-Modal Biometric Identification System (MBIS).

HAS THE MARKET BEEN TESTED LATELY (LAST 12 MONTHS) ON THE APPLICABILITY OF SOLE SOURCE? (If not, why not?)
N/A NEC is the only vendor that can provide a fingerprint identification system to search against the Illinois State Police MBIS.

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)
Communications with the Illinois State Police AFIS/Fingerprint Unit Manager Francis Senese verified NEC is the sole vendor/manufacturer of the product needed. (ph. 815.740.5154)
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

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

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

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

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

Authorized Signature

Printed Name
Raffie Beroukhim
Title
Senior Vice President, Advanced Recognition Systems
Date
May 3, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page ______ of _______ (total number of pages)
NEC CORPORATION OF AMERICA

3929 W John Carpenter Freeway
Irving, Texas 75063
Tel: (916) 463-7000
Fax: (916) 463-7041

Date of Quotation: 10/5/2018
EXPIRATION DATE: 1/3/2019
Quote #: 4635e

NEC Sales Person: Vishnu Gangumalla (Vishnu.Gangumalla@necam.com)
Quote Issued to: Mary Dastych
Dupage County Sheriff's Office
501 N. County Farm Road, Wheaton, IL 60187

Dupage County Sheriff's Office IBW Latent Workstation

IBW Latent Workstation
(1) IBW Desktop Workstation with (2) Widescreen, 24" Viewable Monitors
(1) Latent Digital Camera with 50mm Macro Lens and Stand
(1) Flatbed Scanner
(1) B&W Laser Printer
NEC Software Licenses Including:
(1) NEC Latent IBW S Workstation License (Finger and Palm)
Third Party Software Including Aware Software License

Professional Services
Integration & Installation
Documentation
Shipping and Handling
1 Year Warranty

IBW Latent Workstation Price $39,500

Terms and Conditions of Sale:
This Quotation for the goods and services is governed, in NEC's discretion, by one of the following: (1) NEC's General Terms and Conditions of Quotations and Sale; or (2) a separate mutually agreed upon contract. Contract vehicles are determined based upon a number of factors, including but not limited to, complexity and associated dollar value. Purchase Orders shall not be accepted by NEC until a mutually agreed upon contract has been executed between the parties.

Validity of offer: 90 calendar days from date of quote.

Warranty and Maintenance: 1 Year Warranty. 8x5 Warranty and Annual Maintenance and Support.

Payment Terms: Paid In Full Upon Project Completion & Due 30 Days After Date of Invoice
Acceptance of Good and Services: Customer acceptance shall occur when NEC has completed the services and provided the deliverables to customer (Project Completion). Customer acceptance is irrevocable and final. Unless otherwise expressly agreed to by the parties, payments shall be due in accordance with Section 2 (Price, Taxes and Payment) of the General Terms and Conditions of Quotations and Sale. Quotation does not include provincial / federal taxes, which are the responsibility of the customer.

At any time before Acceptance, NEC reserves the right to add, delete, and/or substitute items of equipment and software ("Substitutions"), provided that such substitution will not adversely affect the functionality and performance of the deliverables. Substitutions do not adjust a fixed priced contract.

A quotation is not to be construed as an obligation, but merely an indication to supply the goods and services at a particular price and no contractual relationship shall arise from it until the customer's purchase order has been accepted by NEC.

In the case of any remote workstation quotes, the recipient of this quote is responsible for securing approval/permission from the AFIS/MBIS provider in respect to interfacing with and submitting fingerprint or other transactions to its system.

Integra-ID AFIS/MBIS Bandwidth Requirements

Introduction
AFIS/MBIS applications utilize bandwidth on an on-demand basis. Normal, idle operations require minimal bandwidth for connectivity checks to the central server, job queue updates, etc. Usage bandwidth is characterized by peaks of activity dependent upon the operation (scanning a tenprint card, viewing a list of candidates, etc). Additional factors include fingerprint image resolution (500ppi vs. 1000ppi) and search throughput design.

Bandwidth Requirements
The following chart illustrates the bandwidth required along with illustrations of the necessary backbone type. Figures given are dedicated bandwidth allocations per device. These requirements are the minimum necessary bandwidth for a productive user experience; additional bandwidth will enhance performance accordingly.

<table>
<thead>
<tr>
<th>Remote Product Type</th>
<th>500ppi</th>
<th>1000ppi</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fingerprint Workstation (Latent, Tenprint, Palm, Archive*)</td>
<td>1.5mb (T1)</td>
<td>4mb (Bonded T1, Fractional DS3)</td>
</tr>
<tr>
<td>IntegralD DS (Desktop AFIS to AFIS connection)</td>
<td>1.5mb (T1)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Central Site Product Type</th>
<th>500ppi</th>
<th>1000ppi</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fingerprint Workstation (Latent, Tenprint, Palm)</td>
<td></td>
<td>1gb Ethernet</td>
</tr>
<tr>
<td>Inter-AFIS server communication**</td>
<td>1gb Ethernet</td>
<td>1gb Ethernet</td>
</tr>
<tr>
<td>Central Site Remote Connection (inbound/outbound traffic to remotes***)</td>
<td>10mb (Bonded T1, Fractional DS3)</td>
<td>25mb (DS3/T3)</td>
</tr>
</tbody>
</table>

*Archive usage is based upon average document sizes of 700kb.
**Inter-AFIS server networking is provided by NEC; all other networking costs are the responsibility of the customer.
***We can support up to 12 workstations for the 10MB(500ppi)/25MB(1000ppi). If the device count exceeds that, the line speed needs to be increased in proportion with the # of workstations.
General Terms and Conditions of Quotations and Sale

1. GENERAL The General Terms and Conditions ("Agreement") contained herein shall apply to all quotations and offers made by and purchase orders accepted by NEC Corporation of America ("NEC"). These Terms, including terms referenced in any Appendices and/or Exhibit, if any, apply to all NEC Products which customer acquires from NEC, except to the extent that Terms conflict with an existing contract where those terms and conditions (signed by NEC and customer) shall take precedence over this document. As used herein, "NEC Product(s)" means any NEC software and/or services provided by NEC under this Agreement, including maintenance, professional or other non-recurring services. Acceptance of customer's purchase order is conditioned upon customer's acceptance of the terms and conditions herein, irrespective of whether the customer accepts these conditions by a written acknowledgement, by inaction, or verbal or written confirmation or payment of products ordered hereunder. NEC shall not be required to object to provisions contained in any communication from customer which shall not be deemed a waiver of the provisions herein. Any changes in the terms contained herein, or any additional or different terms must specifically be agreed to in writing, and signed by an authorized representative of NEC before becoming binding on either party. For the purposes of this Agreement, an "Order(s)" means a written binding document outlining additional or different terms covering a specific transaction; such terms shall be contained in a Statement of Work ("SOW"). purchase order, NEC quotation, addendum (together, other collectively or individually, with this Agreement, referred to as an "Order"). NEC reserves the right to reject any Order which is not credit-approved or does not conform to the provisions of this Agreement.

2. PRICE, TAXES AND PAYMENT Unless otherwise expressly agreed to by the parties in writing, all payments are due within thirty (30) days from the date of an invoice. Unless otherwise agreed in writing, all payments are to be in United States dollars. If customer fails to pay the undisputed portion of any invoice within the time specified, NEC may charge customer interest equal to the lesser of 1.5% per month (eighteen percent (18%) per annum) or the maximum rate allowed by law on such undisputed portion. NEC's provision of products and services is subject credit approval for each transaction. Customer understands that any information obtained by NEC from any third party credit bureau for the purpose of verifying customer's credit worthiness will be held in confidence and will remain the property of NEC, whether or not equipment or services is sold. NEC shall have the exclusive right to take any action to collect delinquent accounts, customer agrees to pay reasonable attorneys fees and costs of suit.

All prices are exclusive of any present or future sales or other tax applicable to the manufacture or sale of any product, if required to be collected or paid by NEC shall be paid by Buyer to NEC. Such taxes, when applicable, shall be paid by customer unless customer provides a proper tax exemption certificate. Unless otherwise agreed to in writing by the parties, prices quoted by NEC are those current at the date of quotation and shall be subject to variation by NEC. Customer acknowledges that this purchase may constitute a bundled transaction or mixed transaction for sales purposes and, as such, may be fully subject to sales tax. If claiming a sales tax exemption, customer must provide NEC with valid resale certificate(s) for all jurisdictions where deliveries are made to End Users. Such certificates must be provided to and accepted by NEC prior to, or at the time of, NEC's receipt of the customer's Order. "Licensed Customer" and/or "End User" means an entity who has purchased and licensed from customer, the NEC software product for its internal business purposes and not for resale.

3. LIMITATION OF LIABILITY EXCEPT AS AND TO THE EXTENT PROVIDED IN THIS AGREEMENT, NEITHER NEC NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OWNERS WILL IN ANY CIRCUMSTANCE BE LIABLE FOR ANY OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES) OF THE BASIS OF THE CLAIM AND EVEN IF NEC, OR AN AUTHORIZED REPRESENTATIVE OF NEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEC'S TOTAL LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT AND/OR ORDER IS, IN ANY CASE, LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER TO NEC FOR THE NEC PRODUCT UNDER THE ORDER GIVING RISE TO THE CLAIM.

4. INDEMNITY NEC agrees to Indemnify, defend and hold harmless customer against all demands, claims, actions, proceedings, losses, damages, liabilities, cost and expenses (including reasonable attorneys' fees and expenses) directly arising from or relating to third party claims directly resulting from any actual or alleged infringement or misappropriation of any United States patent, copyright, or trademark arising from or in connection with the NEC Product(s) licensed and/or provided under this Agreement, provided that NEC is notified promptly in writing of the claim. (b) customer notifies NEC (or the software manufacturer or service provider, as applicable) the sole right to defend and settle any suit, and (c) customer fully cooperates in the defense when and as requested by NEC. Should customer's continued use of equipment, software, and/or services be enjoined, NEC may at its option and expense, either (a) if commercially reasonable, procure for customer the right to continue using the affected equipment, software and/or services, (b) replace or modify the same so that infringement is eliminated, or (c) if none of these alternatives are commercially reasonable, either party may terminate this Agreement.

This indemnity shall not apply to any claims or suits concerning (a) items manufactured by NEC at customer's request and according to customer's specifications, (b) use of software and/or Services in a manner or for a purpose not contemplated by this Agreement, (c) any equipment or software, different from NEC, that in any way, directly or indirectly, in any conjunction with the equipment, but which was not supplied by NEC, or (d) commercial merchandise available on the open market or its equivalent. The foregoing provisions state the entire liability and obligations of each party, and the exclusive remedy of the other, with respect to any alleged intellectual property infringement hereunder.

5. LIMITED WARRANTY - EQUIPMENT NEC represents and warrants that all equipment manufactured by NEC, or an NEC Affiliate, will be free from defects in material and workmanship and will operate substantially in accordance with manufacturers' specifications for the period stated in the applicable Order. For equipment not manufactured by NEC or an NEC Affiliate, NEC will pass the manufacturer's warranty through to customer to the extent NEC is lawfully permitted to do so. Additional warranty terms may be mutually agreed upon by the parties under a separate agreement. SERVICES NEC represents and warrants that all services provided to customer shall be performed by competent personnel, with professional diligence and skill, consistent with industry standards, and will conform in all material respects to the specifications and requirements set forth, and for the period stated or incorporated, in the applicable Order. Additional warranty terms may be mutually agreed upon by the parties under a separate agreement.

SOFTWARE NEC does not warrant that any NEC software product provided will meet customer and/or end user's requirements or that operation of any software will be uninterrupted or error-free. Each NEC software product is provided by NEC ON THE ENTIRE AS TO THE QUALITY AND PERFORMANCE OF EACH NEC SOFTWARE PRODUCT SHALL BE WITH CUSTOMER EXCEPT AS SPECIFICALLY PROVIDED HEREBY. CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CLAIM AGAINST NEC IS TO RETURN THE SOFTWARE PROVIDED HEREBY. CUSTOMER AGREES TO THE PARTIES, IN WRITING, NEC DISCLAIM AND EXCLUDES TO THE FULL EXTENT PERMISSIBLE ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE SOFTWARE AND/OR SERVICES COVERED HEREUNDER. NEC DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE; AND ALL WARRANTIES RELATED TO THIRD PARTY EQUIPMENT, MATERIALS, SERVICES, OR SOFTWARE NOT PROVIDED HEREUNDER ARE EXPRESSLY EXCLUDED THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT.

6. SCOPE OF LICENSE: With respect to any NEC software product licensed under this Agreement, customer is hereby granted a non-exclusive, non-transferable license to (a) each NEC software product specified in an Order, and only to the extent and purpose stated in the applicable NEC quotation ("Specified Purpose").

7. LICENSE RESTRICTIONS: Except as expressly permitted under this Agreement, customer shall not have the right to sell, resell, distribute, license, sub-license, rent, lease, permit access to, use of, or otherwise transfer any NEC software product to any other third party and specifically prohibits the use of any NEC software product to any third parties, (b) generate income from any third parties' use of any NEC software product, or (c) generate income by acting as an agent for a third party and processing the business information of other third parties. Except as otherwise expressly permitted under this Agreement, customer shall not have any rights to use any NEC software product in whole or in part, for any other use or purpose whatsoever and any right not expressly provided to customer under this Agreement shall be reserved by NEC. Customer further agrees not to: (a) use, reproduce, modify, disclose, distribute, sublicense, lease, transfer, pledge, encumber or otherwise transfer the NEC program; (b) remove, cover, alter, or obfuscate any copyright notices or other proprietary rights notice placed on or in the NEC program; (c) take any action which will have the direct or indirect effect of causing the NEC program to become Publicly Available Software (hereinafter defined) or otherwise be subject to a Publicly Available Software license. The software will be used for identification and/or facial recognition purposes only and will not be used and implemented in direct connection with armed weapons. To ensure compliance with this Agreement, upon forty-five (45) days written notice, NEC shall have the right to audit customer's use of the software.

For the purposes of this Agreement, the term "Publicly Available Software" shall mean (a) any software that contains, or is derived in any manner in whole or in part from, any software that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models; or (b) any software that requires, as a condition of use, modification and/or distribution of such software that such software or other
software incorporated into, derived from or distributed with such software (i) be disclosed or distributed in source code form, (ii) be licensed for the purpose of making derivative works, or (iii) be redistributable at no charge.

8. Other Requirements for Distribution of NEC Product If permitted under the applicable Order, Customer shall solely distribute and sell the NEC product to its customers, and shall not distribute or sell the NEC product to any third party, unless (i) such distribution or sale is pursuant to an applicable Order or (ii) Customer is otherwise authorized by NEC in writing. Customer shall comply with all applicable laws, regulations, and orders relating to the distribution of the NEC product. Customer shall not disclose any NEC software product to any third party without the prior written consent of NEC. Customer shall not use any NEC software product in any manner that is not permitted under the terms of the applicable Order.

9. TERMINATION

9.1 Termination for Default. In the event of any material default or failure on the part of a Party in the performance of any of its duties, obligations or responsibilities under this Agreement, that is susceptible to cure, the non-defaulting Party may terminate this Agreement provided that the defaulting Party has been given thirty (30) days prior written notice of the default and failed to cure the default within such thirty (30) day period.

9.2 License Termination Any license granted to use any NEC software product pursuant to an applicable Order may be terminated ("License Termination") for any of the following reasons: (i) by NEC for customer's failure to make monetary payment of any amount due to NEC under this Agreement for the NEC software product set forth in the Order by the date such payment is due [hereafter, a termination under this Subsection (i) shall be referred to as a "Termination for Nonpayment"] or (ii) by either party upon written notice to the other party after the other party's breach of any material non-monetary provision of this Agreement (including, but not limited to, a breach of this Section 9.2) that is not cured within thirty (30) days of written notice of such breach to the breaching party (hereafter, a termination under this Subsection (ii) shall be referred to as a "Termination for Breach").

9.3 Monetary Obligations Upon Early License Termination. In the case of a Termination for Nonpayment or a Termination for Breach resulting from the customer's breach, any unpaid payment obligations of customer shall survive and continue beyond termination and shall be payable to NEC and collected by NEC and/or assigned to a third party, and (i) if, pursuant to an Order, NEC is providing any services for or related to the NEC software product, NEC will immediately cease providing the services to the customer for the NEC software product, and (ii) NEC shall promptly return or destroy all copies of NEC software product, and provide NEC with a certification that all copies and modifications in any form have been either returned or destroyed.

9.4 Other Obligations Upon License Termination. Upon a license termination for a license granted to use any NEC software product pursuant to an applicable Order, the following will occur: (i) if, pursuant to an Order, NEC is providing any services for or related to the NEC software product, NEC will immediately cease providing the services to the customer for the NEC software product, and (ii) NEC shall promptly return or destroy all copies of NEC software product, and provide NEC with a certification that all copies and modifications in any form have been either returned or destroyed.

10. ASSIGNMENT NEC may assign this Agreement to any NEC Affiliate upon prior written notice to customer, otherwise, this Agreement may not be assigned by either party without the express written consent of the other party. No transfer or assignment of this Agreement, or of any interest hereunder, shall release either party from its obligations hereunder. Any assignment or attempted assignment in violation of this provision shall be null and void.

11. IMPORT EXPORT CONTROLS Customer hereby acknowledges that the NEC Product(s) supplied hereunder may be subject to export controls under the laws and regulations of the United States (U.S.) and other countries. Customer shall comply with such laws and regulations and agrees not to export, re-export or transfer the products without first obtaining all required U.S. Government authorizations or licenses. NEC and customer each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations or licenses, and to take timely action to obtain all required support documents.

Customer further certifies none of the products supplied to customer hereunder will be exported, re-exported, or otherwise transferred by customer:

- To a U.S. embargoed or highly restricted destination, (15 United States Code of Federal Regulations ("CFR") Part 748)
- For use by or for any military end-user, or in any military end-use located in or operating under the authority of any country identified in Country Group D1 under 15 CFR, Supplement No. 1 to Part 740, (15 CFR Part 740).
- To or made available by customer for use by or for, any entity that is engaged in the design, development, production, stockpile or use of nuclear, biological or chemical weapons or missiles, (15 CFR Part 744)
- To parties on any of the following U.S. Government's lists of denied persons, without first obtaining all required U.S. Government authorizations or licenses.

Denied parties list:
http://www.bis.doc.gov/pdflib/docs/particleslist.asp

Unverified List:
http://www.bis.doc.gov/enforcement/unverifiedlist/unverified_parties.html

Entity List:

Specially Designated Nationals List:
http://www.treas.gov/offices/enforcement/tdf/sdnlist111smd.pdf

Debarred List:
http://www.pmddtc.state.gov/compliance/debar.html

Nonproliferation Sanctions:
http://www.state.gov/t/isn/n15231.htm

Customer's obligation under this clause shall survive the expiration or termination of this Agreement. Customer agrees to maintain a record of exports, re-exports, and transfers of the products for five years and to forward within that time period any required records to NEC or, at NEC request, to the U.S. Government. Customer agrees to permit audits by NEC or the U.S. Government as required under the applicable regulations to ensure compliance with these Terms.

12. FORCE MAJEURE Except for the obligation to pay monies due and owing, neither party shall be responsible for any failure to perform or delay in performing any of its obligations hereunder where and to the extent that such failure or delay results from causes outside the reasonable control of the party, including but not limited to governmental actions, acts of terrorism, transportation or labor strikes, environmental conditions, fire, flood, riot, strike, life or health threatening conditions.

13. GOVERNING LAW Unless otherwise agreed in writing, the terms and conditions contained herein shall be governed by and construed under the laws of the State of Texas without giving effect to conflict of laws provisions. The parties specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods.

14. CONFIDENTIALITY "Confidential Information" as used herein, means non-public information that is exchanged between the Parties, provided that such information is: (i) labeled or identified "Confidential" at the time it is provided by the disclosing party, or (ii) disclosed under circumstances that would indicate to a reasonable person that the information should be treated as confidential by the party receiving the information. If the disclosing party fails to identify information as "Confidential Information" at the time of disclosure it may subsequently identify the information as "Confidential Information" by giving written notice to the other party.
Notwithstanding the foregoing definition, the term Confidential Information does not include information which (i) has been published by the disclosing party or is otherwise in the public domain through no fault of the receiving party; (ii) is properly within the legitimate possession of the receiving party prior to its disclosure hereunder and without any obligation of confidence; (iii) is lawfully received by receiving party from a third party who lawfully possesses the information and who is not restricted from disclosing the Confidential Information to the receiving party; (iv) is independently developed by the receiving party without use of the Confidential Information; or (v) is approved for disclosure by the disclosing party, in writing, prior to its disclosure.

Each party understands and agrees that in the performance of services under this Agreement, or in contemplation thereof, that a party may have access to Confidential Information of the other party. The receiving party agrees that all Confidential Information disclosed by the other party shall be held in confidence and used only in performance of services under this Agreement. The receiving party shall exercise the same standard of care to protect such Confidential Information as is used to protect its own proprietary data, but in no event, less than a reasonable standard of care.

Confidential Information may be disclosed in response to a valid order of a court or other governmental body or as otherwise required by law, provided, however, that the receiving party first gives notice to the disclosing party and has, as appropriate: (i) fully cooperated in the disclosing party's attempt to obtain a "protective order" from the appropriate court or other governmental body, or (ii) attempted to classify the media containing the Confidential Information to prevent access by the public, in accordance with the provisions of the federal Freedom of Information Act ("FOIA") or similar state statutes.

15. INTELLECTUAL PROPERTY OWNERSHIP Customer acknowledges and agrees that the NEC Products may contain, embody or be based on, patented or patentable inventions, trade secrets, copyrights and other intellectual property rights (collectively, "Intellectual Property Rights") owned or controlled by NEC or the manufacturer or supplier, and that NEC or the manufacturer or supplier, respectively, shall continue to be the sole owner of all Intellectual Property Rights in the NEC Products.

16. DELIVERY Unless otherwise agreed in writing, NEC Products shall delivered to the contact name specified in the applicable Order and shipped F.O.B. origin. If applicable, NEC software products will be provided on a disk containing the software libraries that comprise the NEC software product, sample programs illustrating the use of the libraries and the NEC technical data. NEC will select the carrier for shipment and risk of loss shall pass to customer upon shipment. Subject to the applicable Order, title to the NEC equipment, which expressly excludes any NEC software products, shall pass upon shipment. NEC's period of performance shall commence no more than forty-five (45) days after NEC's acceptance of customer's purchase order or otherwise within a time period agreed by the parties.

17. SEVERABILITY If any provision of this Agreement is for any reason held to be unenforceable, all other provisions of this Agreement will remain in full force and effect and the unenforceable provision shall be replaced by a mutually acceptable enforceable provision consistent with the Parties' original intent.

18. SURVIVAL OF OBLIGATIONS The respective obligations of customer and NEC under this Agreement which by their nature would continue beyond the termination, cancellation or expiration of the Agreement, shall survive termination, cancellation or expiration.

19. WAIVER OF TERMS AND CONDITIONS Failure of either party to enforce any of these terms or conditions shall not constitute a waiver of any such terms or conditions, or of any other terms or conditions.

20. NOTICES Any notice hereunder shall be deemed to have been given if contained in writing and delivered by hand, express or overnight mail, or by registered or certified mail, postage prepaid, return receipt requested to the party concerned at its last known address. Notice to NEC shall be to: NEC Corporation of America, Attn: Legal Division – Contract Administration Department, 3529 W. John Carpenter Freeway, Irving, TX 75063.

21. COMPLETE AGREEMENT Unless otherwise mutually agreed upon by the parties in an existing contract where those terms and conditions (signed by NEC and customer) shall take precedence over this document, this Agreement including all Appendices, if applicable, is the complete agreement between the parties concerning the subject matter herein and supersedes any prior oral or written communications between the parties with regard to the subject matter contained herein. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified or incorporated herein. THIS AGREEMENT MAY NOT BE MODIFIED, CHANGED OR AMENDED EXCEPT BY A WRITTEN AMENDMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY.
Date of Quotation: 10/5/2018
EXPIRATION DATE: 1/3/2019
Quote # 46351

NEC Sales Person: Vishnu Gangumalla (Vishnu.Gangumalla@necam.com)
Quote issued to: Mary Dastych
Dupage County Sheriff's Office
501 N. County Farm Road, Wheaton, IL 60187

Dupage County Sheriff's Office IBW Latent Workstation Training

Onsite IBW Latent Training
Two Day Onsite Latent Training Program for (2) Persons

Onsite IBW Latent Training Price $5,290

Terms and Conditions of Sale:
This Quotation for the goods and services is governed, in NEC's discretion, by one of the following: (1) NEC's General Terms and Conditions of Quotations and Sale; or (2) a separate mutually agreed upon contract. Contract vehicles are determined based upon a number of factors, including but not limited to, complexity and associated dollar value. Purchase Orders shall not be accepted by NEC until a mutually agreed upon contract has been executed between the parties.

Validity of offer: 90 calendar days from date of quote.
Warranty and Maintenance: 1 Year Warranty. 8x5 Warranty and Annual Maintenance and Support.
Payment Terms: Paid in Full Upon Project Completion & Due 30 Days After Date of Invoice

Acceptance of Good and Services: Customer acceptance shall occur when NEC has completed the services and provided the deliverables to customer (Project Completion). Customer acceptance is irrevocable and final. Unless otherwise expressly agreed to by the parties, payments shall be due in accordance with Section 2 (Price, Taxes and Payment) of the General Terms and Conditions of Quotations and Sale. Quotation does not include provincial / federal taxes, which are the responsibility of the customer.

At any time before Acceptance, NEC reserves the right to add, delete, and/or substitute items of equipment and software ("Substitutions"), provided that such substitution will not adversely affect the functionality and performance of the deliverables. Substitutions do not adjust a fixed priced contract.

A quotation is not to be construed as an obligation, but merely an indication to supply the goods and services at a particular price and no contractual relationship shall arise from it until the customer's purchase order has been accepted by NEC.

In the case of any remote workstation quotes, the recipient of this quote is responsible for securing approval permission from the AFIS/MBIS provider in respect to interfacing with and submitting fingerprint or other transactions to its system.
Integra-ID AFIS/MBIS Bandwidth Requirements

Introduction
AFIS/MBIS applications utilize bandwidth on an on-demand basis. Normal, idle operations require minimal bandwidth for connectivity checks to the central server, job queue updates, etc. Usage bandwidth is characterized by peaks of activity dependent upon the operation (scanning a tenprint card, viewing a list of candidates, etc). Additional factors include fingerprint image resolution (500ppi vs. 1000ppi) and search throughput design.

Bandwidth Requirements
The following chart illustrates the bandwidth required along with illustrations of the necessary backbone type. Figures given are dedicated bandwidth allocations per device. These requirements are the minimum necessary bandwidth for a productive user experience; additional bandwidth will enhance performance accordingly.

<table>
<thead>
<tr>
<th>Remote Product Type</th>
<th>500ppi</th>
<th>1000ppi</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fingerprint Workstation (Latent, Tenprint, Palm, Archive*)</td>
<td>1.5mb (T1)</td>
<td>4mb (Bonded T1, Fractional DS3)</td>
</tr>
<tr>
<td>Integral DS (Desktop AFIS to AFIS connection)</td>
<td>1.5mb (T1)</td>
<td>4mb (Bonded T1, Fractional DS3)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Central Site Product Type</th>
<th>500ppi</th>
<th>1000ppi</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fingerprint Workstation (Latent, Tenprint, Palm)</td>
<td>100mb Fast Ethernet</td>
<td>1gb Ethernet</td>
</tr>
<tr>
<td>Inter-AFIS server communication**</td>
<td>1gb Ethernet</td>
<td>1gb Ethernet</td>
</tr>
<tr>
<td>Central Site Remote Connection (inbound/outbound traffic to remotes***)</td>
<td>10mb (Bonded T1, Fractional DS3)</td>
<td>25mb (DS3/T3)</td>
</tr>
</tbody>
</table>

*Archive usage is based upon average document sizes of 700kb.
**Inter-AFIS server networking is provided by NEC; all other networking costs are the responsibility of the customer.
***We can support up to 12 workstations for the 10MB(500ppi)/25MB(1000ppi). If the device count exceeds that, the line speed needs to be increased in proportion with the # of workstations.
General Terms and Conditions of Quotations and Sale

1. GENERAL. The General Terms and Conditions ("Agreement") contained herein shall apply to all quotations and offers made by and purchase orders accepted by NEC Corporation of America ("NEC"). These Terms, including terms referenced in any Appendices and/or Exhibit, if any, apply to all NEC Products which customer acquires from NEC, except to the extent that Terms conflict with an existing contract where those terms and conditions (signed by NEC and customer) shall take precedence over this Document. As used herein, "NEC Product(s)" means any NEC software and/or services provided by NEC under this Agreement, including maintenance, professional, or other related services. Acceptance of customer’s purchase order is conditioned upon customer’s acceptance of the terms and conditions herein, irrespective of whether the customer accepts these conditions by a written acknowledgement or by acceptance and payment of purchase order hereunder. NEC’s failure to object to provisions contained in any communication from customer shall not be deemed a waiver of the provisions herein. Any changes in the terms contained herein, or any additional or different terms must specifically be agreed to in writing, and signed by an authorized representative of NEC before becoming binding on either party. For the purposes of this Agreement, an “Order(s)” means a written binding document outlining additional or different terms covering a specific transaction, such terms shall be contained in a Statement of Work (“SOW”), purchase order, NEC quotation or addendum (together, either collectively or individually, with this Agreement, referred to as an “Order”). NEC reserves the right to reject any Order which is not credit-approved or does not conform to the provisions of this Agreement.

2. PRICE, TAXES AND PAYMENT. Unless otherwise expressly agreed to by the parties in writing, all payments are due within thirty (30) days from the date of invoicing. Unless otherwise agreed to in writing, all payments are to be in United States dollars. If customer fails to pay the undisputed portion of any invoice within the time specified, NEC may charge customer interest equal to the lesser of 1.5% per month (eighteen percent (18%) per annum) or the maximum rate allowed by law. NEC’s provision of products and services is subject to credit approval for each transaction. Customer understands that any information obtained by NEC from any third party credit bureau for the purpose of verifying customer’s creditworthiness will be held in confidence and will remain the property of NEC, whether or not credit is extended. In the event that NEC requires to bring legal action to collect delinquent accounts, customer agrees to pay reasonable attorneys fees and costs of suit.

All prices are exclusive of any present or future sales or other tax applicable to the manufacture or sale of any product, if required to be collected or paid by NEC shall be paid by Buyer to NEC. Such taxes, when applicable, shall be paid by customer unless customer provides a proper tax exemption certificate. Unless otherwise agreed to in writing by the parties, prices quoted by NEC are those current at the date of quotation and shall be subject to variation by NEC. Customer acknowledges that this purchase may constitute a bundled transaction or mixed transaction for sales tax purposes and, as such, may be subject to sales tax. If claiming a sales tax exemption, customer must provide NEC with valid resale certificate(s) for all jurisdictions where deliveries are made to End Users. Such certificates must be provided to and accepted by NEC prior to, or at the time of NEC’s receipt of the customer’s Order. “Licensed Customer” and/or "End User" means an entity which has purchased and licensed from customer, the NEC software product for its internal business purposes and not for resale.

3. LIMITATION OF LIABILITY. EXCEPT AS AND TO THE EXTENT PROVIDED IN THIS AGREEMENT, NEITHER NEC NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR OWNERS WILL IN ANY CIRCUMSTANCES BE LIABLE FOR ANY OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF PROFITS, BUSINESS RELATIONSHIP, LOSS OF OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS ARISING OUT OF THE USE, OR SUPPLY OR NON-SUPPLY, OF THE NEC PRODUCT AND ANY ACCOMPANYING NEC TECHNICAL DATA REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF NEC OR AN AUTHORIZED REPRESENTATIVE OF NEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). NEC’S TOTAL LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT AND/OR ORDER IS, IN ANY CASE, LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER TO NEC FOR THE NEC PRODUCT UNDER THE ORDER GIVING RISE TO THE CLAIM.

4. INDEMNITY. NEC agrees to indemnify, defend and hold harmless customer against all loss, liability, damages, injuries, costs, expenses (including reasonable attorneys’ fees and expenses) directly arising out of or relating to third party claims directly resulting from any actual or alleged infringement or misappropriation of any United States patent, copyright, or trademark arising from or in connection with the NEC Product(s) licensed and/or provided under this Agreement, provided that: (a) NEC is notified promptly in writing of the claim, (b) customer gives NEC (or the software manufacturer or service provider, as applicable) the sole right to defend and settle any suit, and (c) customer fully cooperates in the defense when and as requested by NEC. Should customer control the use of equipment, software, and/or services be enjoined, NEC may at its option and expense, either: (a) if commercially reasonable, procure for customer the right to continue using the affected equipment, software and/or service(s), (b) replace or modify the same so that infringement is eliminated, or (c) upon reasonable request of a material party, commercially reasonable, either party may terminate this Agreement.

This indemnity shall not apply to any claims or suits concerning (a) items manufactured by NEC at customer’s request and according to customer’s specifications, (b) use of software and/or Services in a manner or for a purpose not contemplated by this Agreement, (c) equipment or software used by customer in conjunction with the equipment, but which was not supplied by NEC, or (d) commercial merchandise available on the open mark or its equivalent. The foregoing provisions state the entire liability and obligations of each party, and the exclusive remedy of the other, with respect to any alleged intellectual property infringement hereunder.

5. LIMITED WARRANTY.

EQUIPMENT NEC represents and warrants that all equipment manufactured by NEC or an NEC Affiliates. will be free from defects in material and workmanship and will operate substantially in accordance with manufacturer’s specifications for the period stated in the applicable Order. For equipment not manufactured by NEC or an NEC Affiliates, NEC will pass the manufacturer’s warranty through to customer to the extent NEC is lawfully permitted to do so. Additional warranty terms may be mutually agreed upon by the parties under a separate agreement.

SOFTWARE NEC represents and warrants that all services provided to customer shall be performed by competent personnel, with professional diligence and skill, consistent with industry standards, and will conform in all material respects to the specifications and requirements set forth, and for the period stated or incorporated, in the applicable Order. Additional warranty terms may be mutually agreed upon by the parties under a separate agreement.

SOFTWARE NEC does not warrant that any NEC software product provided will meet customer and/or end user’s requirements or that operation of any software product will be uninterrupted or free. Each NEC software product is provided by NEC “AS IS.” THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF EACH NEC SOFTWARE PRODUCT SHALL BE WITH CUSTOMER EXCEPT AS SPECIFICALLY PROVIDED HEREIN OR UNLESS OTHERWISE EXPRESSLY AGREED TO BY THE PARTIES, IN WRITING, NEC DISCLAIMS AND EXCLUDES TO THE FULL EXTENT PERMISSIBLE ALL WARRANTIES AND REPRESENTATIONS. WHETHER EXPRESS OR IMPLIED OR STATUTORY WITH RESPECT TO THE SOFTWARE AND/OR SERVICES COVERED HEREUNDER. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NEC SHALL CREATE A WARRANTY AND CUSTOMER MAY NOT RELY UPON SUCH INFORMATION OR ADVICE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY, AND NON-INFRINGEMENT. NEC PARTICULARLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND ALL WARRANTIES RELATED TO THIRD PARTY EQUIPMENT, MATERIAL, SERVICES, OR SOFTWARE NOT PROVIDED HEREUNDER ARE EXPRESSLY EXCLUDED. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT.

6. SCOPE OF LICENSE. With respect to any NEC software product licensed under this Agreement, customer is hereby granted a non-exclusive, non-transferable license to (a) use each NEC software product specified in an Order, and only to the extent and purpose stated in the applicable NEC quotation ("Specified Purpose").

7. LICENSE RESTRICTIONS. Except as expressly permitted under this Agreement, customer shall not have the right to sell, resell, distribute, license, sub-license, rent, lease, permit access to, or use of, or otherwise transfer any NEC software product to any third party, sublicense to any third party the rights granted hereunder, make copies of the NEC software product to any third parties, generate income from any third parties’ use of any NEC software product, or generate income by acting as an agent for a third party and processing the business information of other third parties. Except as otherwise expressly permitted under this Agreement, customer shall not have any rights to use any NEC software product, in whole or in part, for any other use or purpose whatsoever and any right not expressly provided to customer under this Agreement shall be reserved by NEC. Customer further agrees not to (a) use, reproduce, modify, disclose, distribute, sublicense, lease, transfer, pledge, encumber or otherwise transfer the NEC program; (b) remove, cover, alter, or obfuscate any copyright notices or other proprietary rights notices placed on or in the NEC program; or (c) take any action which will have the direct or indirect effect of causing the NEC program to become Publicly Available Software and otherwise be subject to a Publicly Available Software license. The software will be used for identification and facial recognition purposes only and will not be used and implemented in direct connection with armed weapons. To ensure compliance with this Agreement, upon forty-five (45) days written notice, NEC shall have the right to audit customer’s use of the software.

For the purposes of this Agreement, the term “Publicly Available Software” shall mean (a) any software that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software (e.g., Linux) or source, licensing or distribution model (e.g., any software that requires, as a condition of use, modification and/or distribution of such software that such software or other
software incorporated into, derived from or distributed with such software (b) be disclosed or distributed in source code form, (ii) be licensed for the purpose of making derivative works, or (iii) be redistributable at no charge.

8. Other Requirements for Distribution of NEC Product. If permitted under the applicable Order, Customer shall solely distribute and sell the NEC product to Licensed Customer under the terms of an End User license agreement containing terms that are generally as protective of NEC as set forth herein. Customer shall make reasonable efforts to protect the form and provisions of customer’s end user (Licensed Customer) license agreement shall be enforceable and customer shall enforce such agreements to the full extent under applicable law.

Customer’s End User License Agreement shall include the following:

a) Licensed Customer shall not copy, reproduce, modify, reverse compile, disassemble or reverse engineer (expect to the extent allowed by local law of the NEC program, provided that each such Licensed Customer may be permitted to make one (1) additional copy of the NEC program for back-up purposes only;

b) Licensed Customer shall not disclose or otherwise make available to any other person or entity any part of the NEC program;

c) Licensed Customer shall not remove any of NEC’s copyright and proprietary notices that appear on any portion or copy of the NEC program furnished to it;

d) Licensed Customer shall use the NEC program only for Licensed Customer’s own internal business use and not for the benefit of any third party such as use on an ASP basis, a timeshared basis or outsourcing basis;

e) No title to the NEC program shall be transferred to such Licensed Customer;

f) NEC and its licensors shall own all the intellectual property to the NEC program and any modifications, improvements or derivative works thereto.

g) The NEC program is provided with Limited Rights. The use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in this Agreement and in the applicable provisions of subparagraphs (b) (1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-14. If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or computer software documentation subject to the terms of this Agreement as specified in 48 CFR 52.227-14 (Computer Software) and 48 CFR 52.227-19 (Technical Data - Commercial Computer Software and/or Computer Software Documentation). If acquired by or on behalf of any agency within the Department of Defense (“DOD”), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 CFR 52.227-7202-3 of the DOD FAR Supplement (DFARS) and its successors. If acquired by or on behalf of any agency within the Department of Defense (“DOD”), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 CFR 52.227-7202-3 of the DOD FAR Supplement (DFARS) and its successors. The Software was developed entirely at private expense. The Software licensed under this Agreement is "commercial computer software" as the term is described in 48 CFR 227.7202-3(c) (1) (ii). Manufacturer: NEC Corporation of America, Biometrics Solutions Division, 10850 Gold Center Drive, Rancho Cordova, CA 95670. The software will be used for identification and/or facial recognition purposes only and will not be used and implemented in direct connection with armed weapons.

9. TERMINATION

9.1 Termination for Default. In the event of any material default or failure on the part of a Party in the performance of any of its duties, obligations or responsibilities under this Agreement, that is susceptible to cure, the non-defaulting Party may terminate this Agreement provided that the defaulting Party had been given thirty (30) days prior written notice of the default and failed to cure the default within such thirty (30) day period.

9.2 License Termination. Any license granted to use any NEC software product pursuant to an applicable Order may be terminated ("License Termination") for any of the following reasons: (i) by NEC for customer’s failure to make monetary payment of any amount due to NEC under this Agreement for the NEC software product set forth in the Order by the date such payment is due (hereafter, a termination under this Subsection (i) shall be referred to as a "Termination for Nonpayment"); or (ii) by either party upon written notice to the other party after the other party’s breach of any material non-钱费义务 of this Agreement (hereafter, a termination under this Subsection (ii) shall not be limited to, a breach of this Section 9.2) that is not cured within thirty (30) days of written notice of such breach to the breaching party (hereafter, a termination under this Subsection (ii) shall be referred to as a "Termination for Breach").

9.3 Monetary Obligations Upon Early License Termination. In the case of a Termination for Nonpayment or a Termination for Breach resulting from the customer’s breach, any unpaid payment obligations of customer shall survive and continue beyond termination and NEC shall be considered to have earned all fees set forth in the terminated Order and shall be entitled to retain any fees that have already been paid by customer and to collect the balance of any fees that remain unpaid by customer.

9.4 Other Obligations Upon License Termination. Upon a license termination for a license granted to use any NEC software product pursuant to an applicable Order, the following will occur: (i) if, pursuant to an Order, NEC is providing any services for or related to the NEC software product, NEC will immediately cease providing the services to the customer for the NEC software product; and (ii) customer shall promptly return or destroy all copies of NEC software product, and provide NEC with a certification that all copies and modifications in any form have been either returned or destroyed.

10. ASSIGNMENT NE should assign this Agreement to any NEC Affiliate upon prior mutual agreement. This Assignment Agreement may not be assigned by either party without the express written consent of the other party. No transfer or assignment of this Agreement, or of any interest hereunder, shall release either party from its obligations hereunder. Any assignment or attempted assignment in violation of this provision shall be null and void.

11. IMPORT EXPORT CONTROLS. Customer hereby acknowledges that the NEC Product(s) supplied hereunder may be subject to export controls under the laws and regulations of the United States (U.S.) and other countries. Customer shall comply with all such laws and regulations and agrees not to export, re-export or transfer the products without first obtaining all required U.S. Government authorizations or licenses. NEC and customer each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations or licenses, and to take timely action to obtain all required support documents.

Customer further certifies none of the products supplied to customer hereunder will be exported, re-exported, or otherwise transferred by customer:

- To a U.S. embargoes or highly restricted destination, (15 United States Code of Federal Regulations (CFR) Part 9) For use by or for any military end-user, or in any military end-use located in or operating under the authority of any country identified in Country-Guide D1 under 15 CFR Supplement No. 1 to Part 740, (15 CFR Part 740)
- To, or made available by customer for use by or for, any entity that is engaged in the design, development, production, stockpile or use of nuclear, biological or chemical weapons or missiles, (15 CFR Part 740)
- To parties on any of the following U.S. Government’s lists of denied persons, without first obtaining all required U.S. Government authorizations or licenses.

Unverified List: http://www.bis.doc.gov/enforcement/verifiedparties/unverified_parties.html
Debarred List: http://www.pandct.state.gov/compliance/debar.html
Nonproliferation Sanctions: http://www.state.gov/td/ls/ft/mass/15291.htm

Customer’s obligation under this clause shall survive the expiration or termination of this Agreement. Customer agrees to maintain a record of exports, re-exports, and transfers of the products for five years and to forward within that time period any required records to NEC or, at NEC’s request, to the U.S. Government. Customer agrees to permit audits by NEC or the U.S. Government as required under the applicable regulations to ensure compliance with these Terms.

12. FORCE MAJEURE. Except for the obligation to pay monies due and owing, neither party shall be responsible for any failure to perform or delay in performing any of its obligations hereunder where and to the extent that such failure or delay results from causes outside the reasonable control of the party, including but not limited to governmental actions, acts of terrorism, transportation or labor strikes, environmental conditions, fire, flood, riot, strike, life or health-threatening conditions.

13. GOVERNING LAW. Unless otherwise agreed in writing, the terms and conditions contained herein shall be governed by and construed under the laws of the State of Texas with the exception of all conflicts of laws provisions. The parties specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods.

14. CONFIDENTIALITY. "Confidential Information" as used herein, means non-public information that is exchanged between the Parties, provided that such information is: (i) labeled or identified "Confidential" at the time it is provided by the disclosing party, or (ii) disclosed under circumstances that would indicate to a reasonable person that the information should be treated as confidential by the party receiving the information if the disclosing party fails to identify information as "Confidential Information" at the time of disclosure it may subsequently identify the information as "Confidential Information" by giving written notice to the other party.
Notwithstanding the foregoing definition, the term Confidential Information does not include information which: (i) has been published by the disclosing party or is otherwise in the public domain through no fault of the receiving party; (ii) is properly within the legitimate possession of the receiving party prior to its disclosure hereunder and without any obligation of confidence; (iii) is lawfully received by receiving party from a third party who lawfully possesses the information and who is not restricted from disclosing the Confidential Information to the receiving party; (iv) is independently developed by the receiving party without use of the Confidential Information; or (v) is approved for disclosure by the disclosing party, in writing, prior to its disclosure.

Each party understands and agrees that in the performance of services under this Agreement, or in contemplation thereof, that a party may have access to Confidential Information of the other party. The receiving party agrees that all Confidential information disclosed by the other party shall be held in confidence and used only in performance of services under this Agreement. The receiving party shall exercise the same standard of care to protect such Confidential Information as is used to protect its own proprietary data, but in no event, less than a reasonable standard of care.

Confidential information may be disclosed in response to a valid order of a court or other governmental body or as otherwise required by law, provided, however, that the receiving party first gives notice to the disclosing party and has, as appropriate: (i) fully cooperated in the disclosing party's attempt to obtain a "protective order" from the appropriate court or other governmental body, or (ii) attempted to classify the media containing the Confidential Information to prevent access by the public, in accordance with the provisions of the federal Freedom of Information Act ("FOIA") or similar state statutes.

15. INTELLECTUAL PROPERTY OWNERSHIP Customer acknowledges and agrees that the NEC Products may contain, embody or be based on, patented or patentable inventions, trade secrets, copyrights and other intellectual property rights (collectively, "Intellectual Property Rights") owned or controlled by NEC or the manufacturer or supplier, and that NEC or the manufacturer or supplier, respectively shall continue to be the sole owner of all Intellectual Property Rights in the NEC Products.

16. DELIVERY Unless otherwise agreed in writing, NEC Products shall be delivered to the contact name specified in the applicable Order and shipped via F.O.B. origin. If applicable, NEC software products will be provided on a disk containing the software libraries that comprise the NEC software product, sample programs illustrating the use of the software libraries and the NEC technical data. NEC will select the carrier for shipment and risk of loss shall pass to customer upon shipment. Subject to the applicable Order, title to the NEC equipment, which expressly excludes any NEC software products, shall pass upon shipment. NEC's period of performance shall commence no more than forty-five (45) days after NEC's acceptance of customer's purchase order or otherwise within a time period agreed to by the parties.

17. SEVERABILITY If any provision of this Agreement is for any reason held to be unenforceable, all other provisions of this Agreement will remain in full force and effect and the unenforceable provision shall be replaced by a mutually acceptable enforceable provision consistent with the Parties' original intent.

18. SURVIVAL OF OBLIGATIONS The respective obligations of customer and NEC under this Agreement which by their nature would continue beyond the termination, cancellation or expiration of the Agreement, shall survive termination, cancellation or expiration.

19. WAIVER OF TERMS AND CONDITIONS Failure of either party to enforce any of these terms or conditions shall not constitute a waiver of any such terms or conditions, or of any other terms or conditions.

20. NOTICES Any notice hereunder shall be deemed to have been given if contained in writing and delivered by hand, express or overnight mail, or by registered or certified mail, postage prepaid, return receipt requested to the party concerned at its last known address. Notice to NEC shall be to: NEC Corporation of America, Attn: Legal Division – Contract Administration Department, 3929 W. John Carpenter Freeway, Irving, TX 75063.

21. COMPLETE AGREEMENT Unless otherwise mutually agreed upon by the parties in an existing contract where those terms and conditions (signed by NEC and customer) shall take precedence over this document, this Agreement including all Appendices, if applicable, is the complete agreement between the parties concerning the subject matter herein and supersedes any prior oral or written communications between the parties with regard to the subject matter contained herein. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified or incorporated herein. THIS AGREEMENT MAY NOT BE MODIFIED, CHANGED OR AMENDED EXCEPT BY A WRITTEN AMENDMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY.
AWARDING RESOLUTION ISSUED TO
GALLS, LLC FOR NEW BALLISTIC AND STAB VESTS
FOR SHERIFF DEPUTIES ON AN AS NEEDED BASIS
(CONTRACT TOTAL AMOUNT $67,969.20)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and Government Services Administration (GSA), the County of DuPage will contract with Galls, Inc.; and

WHEREAS, the Judicial Public Safety Committee recommends County Board approval for the issuance of a contract purchase order to Galls, LLC for the purchase of Ballistic and Stab Vests for the Sheriff Deputies on an as needed basis.

NOW, THEREFORE BE IT RESOLVED, that contract covering said, to provide ballistic and stab vests for Sheriff’s Deputies on an as needed basis, covering the period of December 1, 2018 through November 30, 2019, be, and it is hereby approved for issuance of a contract purchase order by Procurement Division to Galls, Inc., 1340 Russell Cave Road Lexington, KY 40505, for a contract total amount of $67,969.20.

Enacted and approved this 13th day of November, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
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 TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 16, 2018</td>
<td>$67,969.20</td>
<td>12/1/18-11/30/19</td>
<td>SHERIFF'S OFFICE</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

- Bernadette Mason: Completed 10/16/2018 3:50 PM
- Colleen Zbilski: Completed 10/16/2018 3:53 PM
- Kathy Ostrowski: Completed 10/22/2018 9:00 AM
- James McGuire: Completed 10/23/2018 2:52 PM
- Paul Rafac: Completed 10/30/2018 12:47 PM
- Tom Cuculich: Completed 10/30/2018 2:31 PM
- Kathy Ostrowski: Completed 11/01/2018 4:58 PM
- Judicial/Public Safety Committee: Completed 11/06/2018 8:15 AM
- Finance Committee: Pending 11/13/2018 8:00 AM
- County Board: Pending 11/13/2018 10:00 AM
**Purchase Requisition**  
**Procurement Services Division**

---

### Send Purchase Order To:
- **Vendor:** Galls, LLC  
- **Vendor #:** 10401  
- **Attn:** Kevin Luckett  
- **Email:** Luckett-Kevin@GALLS.com  
- **Address:** 1340 Russell Cave Road  
- **City:** Lexington  
- **State:** KY  
- **Zip:** 40505  
- **Phone:** 502-594-1357

### Send Invoices To:
- **Dept:** DuPage County Sheriff's Office  
- **Division:** Budget  
- **Attn:** Colleen Zbilski  
- **Email:** colleen.zbilski@ameritech.net  
- **Address:** 501 N. County Farm Road  
- **City:** Wheaton  
- **State:** IL  
- **Zip:** 60187  
- **Phone:** 630-407-2122

### Send Payments To:
- **Vendor:** Galls, LLC  
- **Vendor #:** 10401  
- **Attn:** Account Receivable  
- **Email:**  
- **Address:** 1340 Russell Cave Road  
- **City:** Lexington  
- **State:** KY  
- **Zip:** 40505  
- **Phone:** 866-673-7643

### Ship To:
- **Vendor:** Galls, LLC  
- **Vendor #:** 10401  
- **Attn:** Aaron Jacobs  
- **Email:** aaron.jacobs@dupagesheriff.org  
- **Address:** 501 N. County Farm Road  
- **City:** Wheaton  
- **State:** IL  
- **Zip:** 60187  
- **Phone:** 630-407-2072

---

### Item Detail

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>51</td>
<td>EA</td>
<td>BP1142</td>
<td>Galls/Point Blank G-Force Level 3A Vest with 1 Concealable Carrier</td>
<td>19</td>
<td>1100</td>
<td>1212</td>
<td>52000</td>
<td></td>
<td>714.00</td>
<td>36,414.00</td>
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<td>36</td>
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<td>Paraclete speed plate Male 5x8</td>
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<tr>
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<td>SD65L3BV0P</td>
<td>PACA/Point Blank S-PL3 Spike Level 3 Stab Vest</td>
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<td>538.10</td>
<td>27,443.1C</td>
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<tr>
<td>5</td>
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<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

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### Requisition Total: $67,969.2C

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**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 ACROBAT AND ADOBE READER VERSION 9 OR LATER
**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>Galls, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor #:</td>
<td>10401</td>
</tr>
<tr>
<td>Dept:</td>
<td>SHERIFF'S OFFICE</td>
</tr>
<tr>
<td>Contact:</td>
<td>Colleen Zbilski</td>
</tr>
<tr>
<td>Phone:</td>
<td>630-407-2122</td>
</tr>
</tbody>
</table>

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

To procure new ballistic and stab vests for our deputies.

**Reason for Procurement**

Current contract ending 11/30/18

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): 1100 - 1212 - 52000

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- Under Government Joint Purchasing Act (30ILCS525) select one below
  - GSA Government Services Administration # GS-07F-0157M

**EXPLANATION OF REQUEST FOR PROPOSAL RFP #**

(Include Evaluation Summary if applicable)

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Oct 2, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aaron Jacobs</td>
<td></td>
</tr>
</tbody>
</table>

---

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/23/18</td>
</tr>
</tbody>
</table>

| Chief Financial Officer (Decision Memos Over $25,000) |
| 10-30-18 |

**IT Approval, if required**

- Date

---

**Attachment: Galls - Checklist (JPS-P-0298-18 : Galls, LLC)**
**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: DuPage County Sheriff's Office</th>
<th>Department Contact: Aaron Jacobs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:aaron.jacobs@dupagesheriff.org">aaron.jacobs@dupagesheriff.org</a></td>
<td>Contact Phone: 630-407-2072</td>
</tr>
<tr>
<td>Vendor Name: Galls</td>
<td>Vendor #: 10401</td>
</tr>
</tbody>
</table>

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

Because the current vest contract is due to expire on 30, November, 2018, we are seeking a contract with Galls via a GSA pricing standard.

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

The contract we seek will help us catch up to a more modern suite of products to protect our deputies. These include: lighter vests, vests with more memory in the strapping that prevents vests from sagging which would leave critical areas of the body vulnerable, and a more modern speed plate that protects against heavier rounds.

**Strategic Impact**

Quality of Life

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

Intentionally left blank.

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

GSA Pricing.

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

We had a vest shoot and wear test with the vests we seek to procure. The results of the shoot were impressive, and those testing the vests like them better than what we currently have.

**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.

$67,969.20

---

Attachment: Galls - Decision Memo (JPS-P-0298-18 : Galls, LLC)
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: Oct 16, 2018

Bid/Contract/PO #: ________________

Company Name: Galls, LLC
Company Contact: Tiffany Brewer
Contact Phone: 859-800-1406
Contact Email: brewer-tiffany@galls.com

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

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

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

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

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

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

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

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

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

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

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

Authorized Signature

Signature on File

Printed Name: R. Michael Andrews Jr.
Title: CFO
Date: Oct 16, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page _______ of ________ (total number of pages)
AWARDING RESOLUTION TO
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS
FOR CELLULAR AND WIRELESS SERVICES
(CONTRACT TOTAL AMOUNT: $30,000.00)

WHEREAS, Section 4.2 of the Governmental Joint Purchasing Act authorizes the County of DuPage to procure personal property, supplies and services under any contract let by the State pursuant to lawful procurement procedures notwithstanding the requirements of Section 5-1022 of the Counties Code; and

WHEREAS, the Judicial Public Safety Committee recommends County Board approval for the issuance of a contract purchase order to Cellco Partnership d/b/a Verizon Wireless, to provide cellular and wireless services for the Office of the Circuit Court Clerk.

NOW, THEREFORE, BE IT RESOLVED that said contract to provide cellular and wireless services for the period of December 1, 2018 through November 30, 2019, for the Office of the Circuit Court Clerk, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Cello Partnership dba Verizon Wireless, One Verizon Way, Schaumburg IL 60173, for a contract total not to exceed $30,000.00, per State of Illinois Cooperative Purchasing Agreement CMS793372P.

Enacted and approved this 13th day of November, 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.

NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 22, 2018</td>
<td>$30,000.00</td>
<td>12/01/18 - 11/30/19</td>
<td>CIRCUIT COURT CLERK</td>
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</table>

SOLICITATION METHOD FOR SOURCE SELECTION

Decision Memo Required: Per Cooperative Agreement

- Bernadette Mason: Completed 10/22/2018 9:57 AM
- Kathy Ostrowski: Completed 10/22/2018 4:19 PM
- Wendi Wagner: Completed 10/22/2018 4:33 PM
- Donald Carlsen: Completed 10/22/2018 6:45 PM
- James McGuire: Completed 10/26/2018 1:34 PM
- Paul Rafac: Completed 10/30/2018 1:02 PM
- Tom Cuculich: Completed 11/01/2018 12:48 PM
- Kathy Ostrowski: Completed 11/01/2018 5:30 PM
- Judicial/Public Safety Committee: Pending 11/06/2018 8:15 AM
- Finance Committee: Pending 11/13/2018 8:00 AM
- Technology Committee: Pending 11/13/2018 9:00 AM
- County Board: Pending 11/13/2018 10:00 AM
**Purchase Requisition**  
**Procurement Services Division**

**Send Purchase Order To:**
- **Vendor:** Cellco Partnership dba Verizon Wireless  
  **Vendor #:** 10597  
- **Attn:** Anthony Durpetti  
  **Email:** anthony.durpetti@verizonwireless.com  
- **Address:** One Verizon Way  
- **City:** Schaumburg  
  **State:** IL  
  **Zip:** 60173  
- **Phone:** 630-800-0768

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

**Send Payments To:**
- **Vendor:** Cellco Partnership dba Verizon Wireless  
  **Vendor #:** 10597  
- **Attn:**  
  **Email:**  
- **Address:** P.O. Box 25505  
- **City:** Lehigh Valley  
  **State:** PA  
  **Zip:** 18002-5502  
- **Phone:**  
  **Fax:**

**Payment Terms**
- F.O.B.  
- PER 50 ILCS 505/1  
- Use for PO25 only  
- Contract Administrator  
- Destination  
- PO 20 Delivery Date  
- Requisitioner

<table>
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<th>Item Detail (Product #:</th>
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<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
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</table>

**Requisition Total** $30,000.00

**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):
- State of Illinois Contract CMS793372P

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

---

Rev 1.5  
07/13/17  
Packet Pg. 233
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: Cellco Partnership dba Verizon Wireless  |  Vendor #: 10597
Dept: Circuit Court Clerk  |  Contact: Kevin Vaske

Description of Procurement/Scope of Work/Background: Cellular and Wireless Service

Reason for Procurement: County providing cellular services

FUNDING SOURCE
☐ Procurement budgeted for (FY and budget code(s)): 19-1400-6710-53260
☐ 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)
☐ Under Government Joint Purchasing Act (30ILCS525) select one below
  State of Illinois - Master Contracts # CMS793372P
☐ 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 Memo)
☐ OTHER THAN LOWEST RESPONSIBLE, BID # ___________________________

PREPARED BY AND APPROVAL(S) (Initials Only)

Prepared By: mlh  |  Date: Oct 15, 2018

Recommended for Approval:  |  Date: 10-16-18

IT Approval, if required:  |  Date: 10-25-18

REVIEWED BY (Initials Only)

Buyer:  |  Date: 10-26-18

Procurement Officer:  |  Date: 10-31-18

Chief Financial Officer (Decision Memos Over $25,000)  |  Date: 10-30-18

Chairman's Office (Decision Memos Over $25,000)  |  Date: 10-31-18
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:</th>
<th>Circuit Court Clerk</th>
<th>Department Contact:</th>
<th>Julie Ellefsen</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:julie.ellefsen@18thjudicial.org">julie.ellefsen@18thjudicial.org</a></td>
<td>Contact Phone:</td>
<td>630-407-8579</td>
</tr>
<tr>
<td>Vendor Name:</td>
<td>Verizon Wireless</td>
<td>Vendor #:</td>
<td>10597</td>
</tr>
</tbody>
</table>

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

Approval of a contract to Verizon Wireless to provide cellular/wireless services, as needed for the Circuit Court Clerk, for the period of December 1, 2018 through November 30, 2019.

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

Contract with Verizon Wireless is for cellular/wireless services. Cellular/wireless services are necessary for the day-to-day operations of the Circuit Court Clerk's office.

**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.

The cellular/wireless services with Verizon Wireless will maintain customer service for circuit clerks with inside and outside agencies and vendors.

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

State of Illinois Contract #CMS793372P

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

1) Approve contract with Verizon Wireless  
2) Do not approve

The Circuit Court Clerks office feels it is in the best interest of the County to approve this contract with Verizon Wireless to ensure business continuity maintaining necessary connectivity between Circuit Clerk personnel and various agency facilities across the County.

**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.

The FY19 fiscal impact is anticipated to be $30,000.00.
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**

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<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
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**NONE (check here) - If no contacts have been made**

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<tr>
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<th>Email</th>
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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: Todd Loccisano

Title: Executive Director - Contract Mgmt

Date: [Signature on file]

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
AWARDING RESOLUTION TO
NORTHEAST DUPAGE FAMILY AND YOUTH SERVICES
TO PROVIDE COUNSELING
TO YOUTHS AND THEIR FAMILIES
FOR PROBATION AND COURT SERVICES
(CONTRACT TOTAL AMOUNT: $45,000.00)

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 Northeast DuPage Family and Youth Services, to provide counseling to individual youths and their families when domestic battery is charged, for Probation and Court Services.

NOW, THEREFORE BE IT RESOLVED, that contract covering said, to provide counseling to individual youths and their families when domestic battery is charged covering the period of December 1, 2018 through November 30, 2019, for the Probation and Court Services, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Northeast DuPage Family and Youth Services 3 Friendship Plaza, Addison, IL 60101, for a contract total amount not to exceed $45,000.00.

Enacted and approved this 13th day of November, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE 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 TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
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<tbody>
<tr>
<td>October 24, 2018</td>
<td>$45,000.00</td>
<td>12/1/18 - 11/30/19</td>
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</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

**Decision Memo Required**  Professional Services Excluded per 50 ILCS 510 (Architects, Engineers & Land Surveyors)

- Bernadette Mason  Completed  10/25/2018 8:13 AM
- Sharon Donald  Completed  10/25/2018 2:37 PM
- John Schow  Completed  10/25/2018 4:48 PM
- Kathy Ostrowski  Completed  10/30/2018 12:52 PM
- James McGuire  Completed  10/30/2018 4:49 PM
- Paul Rafac  Completed  10/30/2018 5:02 PM
- Tom Cuculich  Completed  10/31/2018 10:23 AM
- Kathy Ostrowski  Completed  11/01/2018 5:26 PM
- Judicial/Public Safety Committee  Completed  11/06/2018 8:15 AM
- Finance Committee  Pending  11/13/2018 8:00 AM
- County Board  Pending  11/13/2018 10:00 AM
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: Northeast DuPage Youth and Family Services</th>
<th>Vendor #: 13227</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Probation and Court Services</td>
<td>Contact: Sharon Donald</td>
</tr>
<tr>
<td>Phone: 630-407-8413</td>
<td>Assigned Committee: Judicial Public Safety</td>
</tr>
</tbody>
</table>

**Contract Term:** 12/1/2018-11/30/2019  **Contract Total:** $45,000.00

**Description of Procurement/Scope of Work/Background:**
To provide services to youth who are at risk of involvement with the juvenile justice system. This program is designed to address symptoms of anxiety, impulsiveness, information processing and negative self-perception. It is also designed to help youth stop using violent behaviors to resolve conflict and teach parents different strategies to support their children.

**Reason for Procurement:**
To provide individual and group services for juveniles and their families. This agency is one of the three agencies that form the DuPage Youth Service Coalition and are the sole Comprehensive Community-Based Youth Services (CCBYS) providers for DuPage County.

**FUNDING SOURCE**
- Procurement budgeted for (FY and budget code(s)): FY 2019, 1400-6120-53070 - Probation Fees

**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>Katherine Thompson</th>
<th>Oct 15, 2019</th>
<th>Sharon Donald</th>
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<tr>
<td>Prepared By</td>
<td>Date</td>
<td>Recommended for Approval</td>
<td>Date</td>
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<tr>
<td>IT Approval, if required</td>
<td>Date</td>
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**REVIEWED BY (Initials Only)**

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

**Procurement Services Division**

**Send Purchase Order To:**

| Vendor: | Northeast DuPage Family and Youth Services | Vendor #: 13227 |
| Attn: | Shannon Hartnett | Email: shartnett@addison-il.org |
| Address: | 3 Friendship Plaza |
| City: | Addison | State: IL | Zip: 60101 |
| Phone: | 630-693-7394 |

**Send Invoices To:**

| Vendor: | Northeast DuPage Family and Youth Services | Vendor #: 13227 |
| Attn: | Shannon Hartnett | Email: shartnett@addison-il.org |
| Address: | 3 Friendship Plaza |
| City: | Addison | State: IL | Zip: 60101 |
| Phone: | 630-693-7394 |

**Send Payments To:**

| Vendor: | Northeast DuPage Family and Youth Services | Vendor #: 13227 |
| Attn: | Shannon Hartnett | Email: shartnett@addison-il.org |
| Address: | 3 Friendship Plaza |
| City: | Addison | State: IL | Zip: 60101 |
| Phone: | 630-693-7394 |

**Ship To:**

| Vendor: | Northeast DuPage Family and Youth Services | Vendor #: 13227 |
| Attn: | Sharon Donald | Email: sharan.donald@dupageco.org |
| Address: | 421 N. County Farm Road |
| City: | Wheaton | State: IL | Zip: 60187 |
| Phone: | 630-407-8413 |

**Payment Terms**

| F.O.B. | PO 20 Delivery Date | Requisitioner |
| Use for: | Contract Administrator | Contract Start Date | Contract End Date |
| PO25 only | |

**Item Detail**

<table>
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<tr>
<th>LN</th>
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<th>UOM</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
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<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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<tbody>
<tr>
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**Requisition Total:** $45,000

**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):
**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: Probation and Court Services</th>
<th>Department Contact: Sharon Donald</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:sharon.donald@dupageco.org">sharon.donald@dupageco.org</a></td>
<td>Contact Phone: 630-407-8413</td>
</tr>
<tr>
<td>Vendor Name: Northeast DuPage Family and Youth Services</td>
<td>Vendor #: 13277</td>
</tr>
</tbody>
</table>

**Date:** Oct 23, 2018

**MinuteTraq (IQM2) ID #:** 13753

**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.

Request approval to issue a new contract to Northeast DuPage Youth and Family Services

---

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

The probation department pays for these services from the Probation Fees budget.

---

**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.

This program can save a life. It can teach youths how to deal with their emotions, improve their peer and family relationships, and develop healthy coping mechanisms to life’s stresses. It is a great resource for families struggling with juveniles with trauma, anxiety, negative self-perception and more.

---

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

Northeast DuPage Family and Youth Services, Outreach Community Ministries, and 360 Youth Services from DuPage service Coalition are the sole Comprehensive Community-Based Youth Services (CCBYS) providers for DuPage County, each location based, with designated service areas.

---

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

1) Approve the contract with Northeast DuPage Youth and Family Services who is one of the three CCBYS agencies who is qualified based on their existing service capacity and completion of the curriculum training. (Other 2 agencies are Outreach Community Ministries and 360 Youth Services, see above.)

2) Do not provide counseling services to juveniles and their families will pay higher cost for detention and placement.

---

**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.

Funds will be provided from the Probation Fee budget 1400-6120-53070 of $45,000.00.
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 #: 

Company Name: Northeast DuPage Family and Youth Services

Company Contact: Shannon Hartnett

Contact Phone: 630-593-7934

Contact Email: shartnett@addison-il.org

Date: 9/7/18

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

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

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

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

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

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

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

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

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

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

Authorized Signature: ____________________________

Printed Name: Shannon Hartnett

Title: Executive Director

Date: Sep 17, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
SPARCS SERVICE AGREEMENT

This SERVICE AGREEMENT (hereinafter "AGREEMENT") is effective as of the 1st day of December, 2018, and is entered into by and between the Department of Probation and Court Services, 18th Judicial Circuit Court, 503 North County Farm Road, Wheaton, Illinois (hereinafter "DEPARTMENT") and Northeast DuPage Family and Youth Services, 3 Friendship Plaza, Addison, Illinois (hereinafter “PROVIDER”)

RECITALS

WHEREAS, the Department has the authority to refer juveniles to treatment as part of a probation adjustment (705 ILCS 405/5-305), monitor non-residential programs for juveniles pursuant to pre-trial conditions (705 ILCS 405/5-505), and direct juvenile probationers to participate in treatment services pursuant to court order (705 ILCS 405/5-715); and

WHEREAS, the DEPARTMENT has requested counseling services for juveniles who have been exposed to trauma and where that exposure is having an impact on their behavior; and

WHEREAS, the PROVIDER is in the business of providing such services to juveniles and is willing to provide such services to the DEPARTMENT’S referred juveniles.

NOW, THEREFORE, the parties do hereby mutually covenant, promise and agree as follows:

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

2. Term: This AGREEMENT is for a term commencing December 1, 2018, and continuing through November 30, 2019 (“TERM”), unless terminated sooner as provided herein.

3. Scope of Services: The PROVIDER agrees to provide the services required and set forth on Exhibit “A” including the deliverables set forth thereon ("SERVICES"), in accordance with the terms and conditions of this Agreement. The DEPARTMENT may, from time to time, request changes in the scope of SERVICES. Any such changes, including any increase or decrease in PROVIDER’S fees, 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 be based on an hourly rate of $60.00 per youth participant per session and shall not exceed six hundred dollars ($600) per group session with no reimbursement for expenses. Compensation shall be based on actual SERVICES performed during the TERM of this AGREEMENT and the DEPARTMENT 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 DEPARTMENT shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the DEPARTMENT be liable for any costs incurred or SERVICES performed after the effective date of termination as provided herein. PROVIDER shall submit invoices referencing this AGREEMENT with such supporting documentation as may be requested by the DEPARTMENT. The DEPARTMENT 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 County and/or DEPARTMENT for performance under this AGREEMENT, the DEPARTMENT shall notify
PROVIDER and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the DEPARTMENT be liable to the Individual for any amount in excess of the cost of the services rendered up to and including the last day of the fiscal period.

6. **Termination of Contract / Notice:** Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause upon serving thirty (30) days’ prior written notice upon the other party. Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Insurance and indemnity obligations shall survive termination.

7. **Standards of Performance:** PROVIDER agrees to devote such time, attention, skill, and knowledge as is necessary to perform SERVICES effectively and efficiently. PROVIDER acknowledges and accepts a relationship of trust and confidence with the DEPARTMENT and agrees to cooperate with the DEPARTMENT in performing SERVICES to further the best interests of the DEPARTMENT.

8. **Assignment:** Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment in writing.

9. **Confidentiality and Ownership of Documents.**

9.1 **Confidential Information.** In the performance of SERVICES, PROVIDER may have access to certain information that is not generally known to others ("CONFIDENTIAL INFORMATION"). PROVIDER 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 DEPARTMENT. PROVIDER 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 PROVIDER disseminate any information regarding SERVICES without the prior written consent of the DEPARTMENT. PROVIDER agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by PROVIDER under this AGREEMENT. The terms of this Paragraph 9.1 shall survive the expiration or termination of this AGREEMENT.

9.2 **Ownership.** All records, reports, documents, and other materials containing CONFIDENTIAL INFORMATION prepared or generated as a result of this AGREEMENT, shall at all times be and remain the property of the DEPARTMENT. All of the foregoing items shall be delivered to the DEPARTMENT upon demand at any time and in any event, shall be promptly delivered to the DEPARTMENT upon expiration or termination of the AGREEMENT. In the event any of the above items are lost or damaged while in PROVIDER’S possession, such items shall be restored or replaced at PROVIDER’S expense.

10. **Representations and Warranties of Individual:** PROVIDER 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.

10.1 **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. Proof of such licensure and/or accreditation shall be provided at the execution of this Agreement and before the start of any work assignment of PROVIDER or any new or part-time employees of PROVIDER. Upon request PROVIDER shall furnish the DEPARTMENT with a resume of the qualifications and experience of each person providing services, together with a current copy of their license. PROVIDER shall notify the DEPARTMENT immediately should the status of any agency licensures or temporary staff licenses or certifications change, or should any misdemeanor or felony criminal charges be filed against any PROVIDER or any
10.2 **Compliance with Laws.** PROVIDER 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, PROVIDER is and shall remain in compliance with all DEPARTMENT policies and rules, including, but not limited to, criminal background checks for all personnel performing SERVICES.

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

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

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

11. **Independent Contractor:** It is understood and agreed that the relationship of PROVIDER to the DEPARTMENT is and shall continue to be that of an independent contractor and neither PROVIDER nor any of PROVIDER'S employees shall be entitled to receive DEPARTMENT employee benefits. As an independent contractor, PROVIDER agrees to be solely responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the DEPARTMENT. Individual agrees that neither PROVIDER nor its employees, staff or subcontractors shall represent themselves as employees or agents of the DEPARTMENT. PROVIDER hereby represents that PROVIDER'S valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) was or will be provided to the DEPARTMENT upon request.

12. **Indemnification:** PROVIDER agrees to indemnify and hold harmless the DEPARTMENT, 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 PROVIDER 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 PROVIDER and DEPARTMENT shall not be deemed to have waived any rights, protections or immunities under 745 ILCS 10/1-101, et. seq. (Local Government and Governmental Employees Tort Immunity Act.

13. **Favored Nation:** PROVIDER shall furnish SERVICES to the DEPARTMENT at the lowest price that the PROVIDER charges to other similarly situated parties. If PROVIDER overcharges, in addition to all other remedies, the DEPARTMENT is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the DEPARTMENT until the date refund is made. The DEPARTMENT has the right to offset any overcharge against any amounts due to PROVIDER under this or any other AGREEMENT between PROVIDER and the
DEPARTMENT, and at the DEPARTMENT’S sole option the right to declare PROVIDER in default under this AGREEMENT.

14. **Insurance.**

14.1 The PROVIDER shall maintain, at its sole expense, insurance coverage including:

14.1.a Worker’s Compensation Insurance in the statutory amounts.

14.1.b Employer’s Liability Insurance in an amount not less than five hundred thousand ($500,000.00) dollars each accident/injury and five hundred thousand ($500,000.00) each employee/disease.

14.1.c Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with a limit of not less than three million dollars ($3,000,000) total; including limits of not less than one million ($1,000,000) dollars per occurrence, and two million ($2,000,000) dollars excess liability in the annual aggregate injury/property damage combined single limit.

14.2 It shall be the duty of the PROVIDER to provide to the Department, copies of the PROVIDER’s Certificates of Insurance before issuance of a Notice to Proceed.

14.3 The insurance required to be purchased and maintained by PROVIDER shall be provided by an insurance company acceptable to the Department, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Department.

14.4 PROVIDER’s insurance required by Paragraphs 14.1.c, above, shall name the County of DuPage, the Eighteenth Judicial Circuit Court of DuPage County, and the Department, its officers, employees and agents as additional insured parties.

15. ** Entire Agreement and Amendment: **

15.1 This Agreement, including matters incorporated herein, contains the entire agreement between the parties.

15.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

15.3 This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

15.4 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.
15.5 In event of a conflict between the terms or conditions or this Agreement and any term or condition found in any exhibit or attachment, the terms and conditions of this Agreement shall prevail.

16. **Governing Law:** This AGREEMENT shall be subject to and governed by the laws of the State of Illinois. The exclusive venue for the resolution of any disputes or the enforcement of any rights pursuant to this AGREEMENT shall be in the 18th Judicial Circuit Court of DuPage County, Illinois.

17. **Waiver of/Failure to Enforce Breach:** The parties agree that the waiver of, or failure to enforce, any breach of this Agreement by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this Agreement. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this Agreement with respect to a different breach.

18. **Severability:** If one or more of the provisions contained in this AGREEMENT for any reason is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the same shall not affect any other provision of this AGREEMENT, but this AGREEMENT shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

19. **County Approval:** If applicable, This AGREEMENT is subject to approval of the appropriate committee(s) and County Board of the County of DuPage.

20. **Notices:** All notices, approvals or other communications that either party desires or is required to give to the other party under the terms of this Agreement shall be in writing and shall be considered to be properly given (i) if delivered by messenger, (ii) if mailed in the United States via certified or registered mail, postage prepaid, return receipt requested, (iii) if telefaxed, telegraphed or telexed or (iv) if delivered by reputable express carrier, prepaid, the next business day after delivery to such carrier, addressed to such party as follows:

**IF TO THE DEPARTMENT:**
Department of Probation and Court Services
503 N. County Farm Road
Wheaton, IL 60187
Attn: John Schow

Copy to: Du Page County Finance Department
421 North County Farm Road
Wheaton, IL 60187
Attn: Paul Rafac

Copy to: DuPage County Procurement Services Division
421 North County Farm Road
Wheaton, IL 60187-3978

Copy to: Lisa A. Smith, Assistant State’s Attorney
DuPage County State’s Attorney’s Office
505 North County Farm Road
Wheaton, IL 60187-2521
IF TO PROVIDER:
Northeast DuPage Family and Youth Services
3 Friendship Plaza
Addison, IL 60101
Attn: Shannon Hartnett, Executive Director

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.

DEPARTMENT OF PROBATION
AND COURT SERVICES
By: [Signature on File]
JOHN SCHOW
DIRECTOR

NORTHEAST DUPAGE FAMILY AND YOUTH SERVICES
By: [Signature on File]
SHANNON HARTNETT
EXECUTIVE DIRECTOR
Exhibit A

SCOPE OF SERVICES

<table>
<thead>
<tr>
<th>County’s Purchase Order #</th>
<th>County Resolution #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Name</td>
<td>SPARCS GROUP SERVICE AGREEMENT</td>
</tr>
<tr>
<td>Contract Date</td>
<td>December 1, 2018</td>
</tr>
<tr>
<td>County’s Project Manager</td>
<td>JENNIFER HESS</td>
</tr>
<tr>
<td>Contractor’s Project Manager</td>
<td>SHANNON HARTNETT</td>
</tr>
</tbody>
</table>

This Scope of Services is for PROVIDER providing to the DEPARTMENT certain SERVICES pursuant to the above-referenced AGREEMENT. The undersigned agree that this Grant-Funded Consulting project ("Project") shall be conducted pursuant to the terms and conditions of the above-referenced County Report and Contract and by the following terms and conditions:

1. DESCRIPTION OF PROVIDER’S WORK:

A. SERVICES shall include assessment of client needs, individual counseling in keeping with individual client’s needs, and group counseling in keeping with individual client needs.

   • Both individual and group counseling shall include counseling of both juvenile and parent(s)/guardian(s).

   • Both individual and group counseling shall include delivery of Structured Psychotherapy for Adolescents Responding to Chronic Stress (SPARCS) curriculum.

   • Both individual and group counseling may include other clinically appropriate techniques (e.g. cognitive behavioral therapy) provided such treatment is delivered in a manner consistent with the DEPARTMENT’S “Philosophy of Treatment” (see attached Exhibit B).

B. Assessment of client needs:

   • All clients shall be assessed by PROVIDER to determine appropriateness for the SPARCS curriculum.

   • All clients shall be assessed by PROVIDER for individual treatment needs through a clinical interview.

C. Group counseling:

   • Unless deemed clinically inappropriate, all referrals for SERVICES shall receive group counseling.

   • Group counseling shall be delivered once per week, unless cancelation occurs in advance with notification of counseling participants and the DEPARTMENT.

   • All participants in Group counseling shall be referrals from the DEPARTMENT unless otherwise approved in writing by the DEPARTMENT.
• All Group counseling shall be delivered by a licensed professional counselor, licensed professional social worker, or clinical intern completing requirements of an accredited graduate program under the supervision of a licensed professional counselor or social worker.

D. Individual counseling:
• Individual counseling shall only be provided in response to an assessed clinical need and following written approval from DEPARTMENT.
• Individual counseling shall include material adapted from “SPARCS” curriculum.
• Individual counseling shall directly address juvenile’s exposure to trauma/chronic stress and symptomology of trauma/chronic stress.
• Individual counseling may also address factors indirectly related to juvenile’s exposure to trauma/chronic stress and symptomology of trauma/chronic stress.

2. DELIVERABLES:
A. On a weekly basis:
• PROVIDER shall provide the DEPARTMENT with documentation summarizing any completed assessments.
• PROVIDER shall provide the DEPARTMENT with attendance records for group and individual counseling.
• PROVIDER shall provide the DEPARTMENT a summary of participant behavior in group and individual counseling, including but not limited to inappropriate behavior or factors which may indicate an increased risk of re-offending.

B. On a monthly basis:
• PROVIDER shall provide an invoice for all SERVICES provided during the month. Invoices shall be itemized by juvenile to whom SERVICES delivered and PROVIDER’s staff delivering services.
Exhibit B

PHILOSOPHY OF TREATMENT AND INTERVENTION
18th Judicial Circuit Court
Department of Probation and Court Services

In the past ten years, research has identified key factors that are associated with criminal behavior, the process which leads to the commission of criminal acts, and the main steps or stages of behavior change. A general model has emerged that identifies the principles of effective intervention.

These principles are RISK, NEED, RESPONSIVITY and PROGRAM INTEGRITY. Risk involves matching the duration, levels, and intensity of treatment and services to the criminal risk level of the individual. High-risk clients require more intensive and extensive services while low-risk clients require minimal or no intervention. The need principle focuses on the appropriate targets for intervention. Six factors are directly correlated to an individual’s propensity to commit crime. They are: 1) history of antisocial behavior; 2) antisocial personality; 3) antisocial values and attitudes; 4) criminal/deviant peer association; 5) substance abuse and 6) dysfunctional family relations. Responsivity refers to the delivery of effective treatment programs in a style and mode that is consistent with the ability and learning style of the individuals. Factors to consider in the area of responsivity are motivation, culture/ethnic issues, gender, verbal skills, communication barriers and cognitive and emotional development. Program integrity refers to organizations that develop policies and procedures to enhance integrity and professional conduct, provide ongoing training and supervision of staff and adherence to program designs.

Appropriate corrections interventions have been found to reduce recidivism about 30%. Interventions that have produced these long-term outcomes are behaviorally based, focus on changing criminogenic attitudes and beliefs, increase system competence (e.g., families, peers, schools, employment) and aim to increase the ratio of pro-social to antisocial behavior.

It is the goal of the Department of Probation and Court Services to develop access to a broad continuum of community-based services that adequately address offender risk, need and responsivity for the purpose of significantly reducing criminal re-offending, utilizing the most cost-effective services.

The Department of Probation and Court Services has developed the following objectives to guide the establishment of service delivery plans for those individuals under their supervision.

1. Intervention intensity and duration are based on the client’s risk for re-offending, based on current research and methodology for identifying key risk factors.
2. Criminogenic beliefs, attitudes and behaviors are the highest dynamic risk factors for re-offending and need to be the primary focus of any intervention.
3. System interventions that are community-based and involve entire systems (families, spouse, peers, employment) are more likely to be effective.
4. Treatment for emotional/behavioral issues that are not linked to criminal conduct, nor are criminogenic in nature will not result in recidivism reduction.
5. Preferred treatment interventions are those which are designed to change antisocial attitudes, to increase personal skills (self-control, self-management and problem solving), to increase collateral/familial support (collateral’s knowledge of client’s risk factors and willingness to support client in making behavioral changes), to build on the offender’s...
strengths and focus on assessing the offender’s total situation and treating it rather than using a strict individual or medical model approach.

6. Traditional insight-oriented, psychodynamic or non-directive therapeutic interventions are not supported for high-risk criminal offenders or for changing criminal behavior and attitudes.

7. All interventions require a behavioral treatment plan with measureable, concrete objectives and timelines that have been reviewed and accepted by probation and meet departmental guidelines for interventions.

8. Effective interventions will provide opportunities for offenders to participate in skill training with directed practice.

9. Short- and long-term behavioral outcome data, along with satisfaction measures, will be collected by the Probation Department and by the service provider.

10. Services will be monitored to assess the offender’s progress in line with the service delivery plan.

11. Service plans will address public safety issues as well as behavior change.

12. Service plans will outline steps to actively engage pro-social supports for offenders in their communities in order to positively reinforce desired behaviors.
STEP-UP SERVICE AGREEMENT

This SERVICE AGREEMENT (hereinafter "AGREEMENT") is effective as of the 1st day of December, 2018, and is entered into by and between the Department of Probation and Court Services, 18th Judicial Circuit Court, 503 North County Farm Road, Wheaton, Illinois (hereinafter "DEPARTMENT") and Northeast DuPage Family and Youth Services, 3 Friendship Plaza, Addison, Illinois (hereinafter "PROVIDER")

RECITALS

WHEREAS, the Department has the authority to refer juveniles to treatment as part of a probation adjustment (705 ILCS 405/5-305), monitor non-residential programs for juveniles pursuant to pre-trial conditions (705 ILCS 405/5-505), and direct juvenile probationers to participate in treatment services pursuant to court order (705 ILCS 405/5-715); and

WHEREAS, the DEPARTMENT has requested counseling services for juveniles charged with domestic battery; and

WHEREAS, the PROVIDER is in the business of providing such services to juveniles and is willing to provide such services to the DEPARTMENT'S referred juveniles.

NOW, THEREFORE, the parties do hereby mutually covenant, promise and agree as follows:

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

2. Term: This AGREEMENT is for a term commencing December 1, 2018, and continuing through November 30, 2019 ("TERM"), unless terminated sooner as provided herein.

3. Scope of Services: The PROVIDER agrees to provide the services required and set forth on Exhibit "A" including the deliverables set forth thereon ("SERVICES"), in accordance with the terms and conditions of this Agreement. The DEPARTMENT may, from time to time, request changes in the scope of SERVICES. Any such changes, including any increase or decrease in PROVIDER'S fees, 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 be based on an hourly rate of $60.00 per youth participant per session and shall not exceed six hundred dollars ($600) with no reimbursement for expenses. Compensation shall be based on actual SERVICES performed during the TERM of this AGREEMENT and the DEPARTMENT 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 DEPARTMENT shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the DEPARTMENT be liable for any costs incurred or SERVICES performed after the effective date of termination as provided herein. PROVIDER shall submit invoices referencing this AGREEMENT with such supporting documentation as may be requested by the DEPARTMENT. The DEPARTMENT 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 County and/or DEPARTMENT for performance under this AGREEMENT, the DEPARTMENT shall notify PROVIDER and this Agreement shall terminate on the last day of the fiscal period for which funds were
appropriated. In no event shall the DEPARTMENT be liable to the Individual for any amount in excess of the cost of the services rendered up to and including the last day of the fiscal period.

6. **Termination of Contract / Notice:** Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause upon serving thirty (30) days' prior written notice upon the other party. Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Insurance and indemnity obligations shall survive termination.

7. **Standards of Performance:** PROVIDER agrees to devote such time, attention, skill, and knowledge as is necessary to perform SERVICES effectively and efficiently. PROVIDER acknowledges and accepts a relationship of trust and confidence with the DEPARTMENT and agrees to cooperate with the DEPARTMENT in performing SERVICES to further the best interests of the DEPARTMENT.

8. **Assignment:** Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment in writing.

9. **Confidentiality and Ownership of Documents.**

9.1 **Confidential Information.** In the performance of SERVICES, PROVIDER may have access to certain information that is not generally known to others ("CONFIDENTIAL INFORMATION"). PROVIDER 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 DEPARTMENT. PROVIDER 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 PROVIDER disseminate any information regarding SERVICES without the prior written consent of the DEPARTMENT. PROVIDER agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by PROVIDER under this AGREEMENT. The terms of this Paragraph 9.1 shall survive the expiration or termination of this AGREEMENT.

9.2 **Ownership.** All records, reports, documents, and other materials containing CONFIDENTIAL INFORMATION prepared or generated as a result of this AGREEMENT, shall at all times be and remain the property of the DEPARTMENT. All of the foregoing items shall be delivered to the DEPARTMENT upon demand at any time and in any event, shall be promptly delivered to the DEPARTMENT upon expiration or termination of the AGREEMENT. In the event any of the above items are lost or damaged while in PROVIDER'S possession, such items shall be restored or replaced at PROVIDER'S expense.

10. **Representations and Warranties of Individual:** PROVIDER 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.

10.1 **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. Proof of such licensure and/or accreditation shall be provided at the execution of this Agreement and before the start of any work assignment of PROVIDER or any new or part-time employees of PROVIDER. Upon request PROVIDER shall furnish the DEPARTMENT with a resume of the qualifications and experience of each person providing services, together with a current copy of their license. PROVIDER shall notify the DEPARTMENT immediately should the status of any agency licensures or temporary staff licenses or certifications change, or should any misdemeanor or felony criminal charges be filed against any PROVIDER or any PROVIDER employee, except for minor traffic violations.
10.2 **Compliance with Laws.** PROVIDER 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, PROVIDER is and shall remain in compliance with all DEPARTMENT policies and rules, including, but not limited to, criminal background checks for all personnel performing SERVICES.

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

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

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

11. **Independent Contractor:** It is understood and agreed that the relationship of PROVIDER to the DEPARTMENT is and shall continue to be that of an independent contractor and neither PROVIDER nor any of PROVIDER'S employees shall be entitled to receive DEPARTMENT employee benefits. As an independent contractor, PROVIDER agrees to be solely responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the DEPARTMENT. Individual agrees that neither PROVIDER nor its employees, staff or subcontractors shall represent themselves as employees or agents of the DEPARTMENT. PROVIDER hereby represents that PROVIDER'S valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) was or will be provided to the DEPARTMENT upon request.

12. **Indemnification:** PROVIDER agrees to indemnify and hold harmless the DEPARTMENT, 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 PROVIDER 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 PROVIDER and DEPARTMENT shall not be deemed to have waived any rights, protections or immunities under 745 ILCS 10/1-101, et. seq. (Local Government and Governmental Employees Tort Immunity Act.

13. **Favored Nation:** PROVIDER shall furnish SERVICES to the DEPARTMENT at the lowest price that the PROVIDER charges to other similarly situated parties. If PROVIDER overcharges, in addition to all other remedies, the DEPARTMENT is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the DEPARTMENT until the date refund is made. The DEPARTMENT has the right to offset any overcharge against any amounts due to PROVIDER under this or any other AGREEMENT between PROVIDER and the DEPARTMENT, and at the DEPARTMENT'S sole option the right to declare PROVIDER in default
14. **Insurance.**

14.1 The PROVIDER shall maintain, at its sole expense, insurance coverage including:

14.1.a Worker's Compensation Insurance in the statutory amounts.

14.1.b Employer's Liability Insurance in an amount not less than five hundred thousand ($500,000.00) dollars each accident/injury and five hundred thousand ($500,000.00) each employee/disease.

14.1.c Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with a limit of not less than three million dollars ($3,000,000) total; including limits of not less than one million ($1,000,000) dollars per occurrence, and two million ($2,000,000) dollars excess liability in the annual aggregate injury/property damage combined single limit.

14.2 It shall be the duty of the PROVIDER to provide to the Department, copies of the PROVIDER’s Certificates of Insurance before issuance of a Notice to Proceed.

14.3 The insurance required to be purchased and maintained by PROVIDER shall be provided by an insurance company acceptable to the Department, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Department.

14.4 PROVIDER’s insurance required by Paragraphs 14.1.c, above, shall name the County of DuPage, the Eighteenth Judicial Circuit Court of DuPage County, and the Department, its officers, employees and agents as additional insured parties.

15. **Entire Agreement and Amendment:**

15.1 This Agreement, including matters incorporated herein, contains the entire agreement between the parties.

15.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

15.3 This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

15.4 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.
15.5 In event of a conflict between the terms or conditions or this Agreement and any term or condition found in any exhibit or attachment, the terms and conditions of this Agreement shall prevail.

16. Governing Law: This AGREEMENT shall be subject to and governed by the laws of the State of Illinois. The exclusive venue for the resolution of any disputes or the enforcement of any rights pursuant to this AGREEMENT shall be in the 18th Judicial Circuit Court of DuPage County, Illinois.

17. Waiver of/Failure to Enforce Breach: The parties agree that the waiver of, or failure to enforce, any breach of this Agreement by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this Agreement. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this Agreement with respect to a different breach.

18. Severability: If one or more of the provisions contained in this AGREEMENT for any reason is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the same shall not affect any other provision of this AGREEMENT, but this AGREEMENT shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

19. County Approval: If applicable, This AGREEMENT is subject to approval of the appropriate committee(s) and County Board of the County of DuPage.

20. Notices: All notices, approvals or other communications that either party desires or is required to give to the other party under the terms of this Agreement shall be in writing and shall be considered to be properly given (i) if delivered by messenger, (ii) if mailed in the United States via certified or registered mail, postage prepaid, return receipt requested, (iii) if telefaxed, telegraphed or telescopied or (iv) if delivered by reputable express carrier, prepaid, the next business day after delivery to such carrier, addressed to such party as follows:

IF TO THE DEPARTMENT:
Department of Probation and Court Services
503 N. County Farm Road
Wheaton, IL 60187
Attn: John Schow

Copy to: Du Page County Finance Department
421 North County Farm Road
Wheaton, IL 60187
Attn: Paul Rafac

Copy to: DuPage County Procurement Services Division
421 North County Farm Road
Wheaton, IL 60187-3978

Copy to: Lisa A. Smith, Assistant State’s Attorney
DuPage County State’s Attorney’s Office
505 North County Farm Road
Wheaton, IL 60187-2521
IF TO PROVIDER:
Northeast DuPage Family and Youth Services
3 Friendship Plaza
Addison, IL 60101
Attn: Shannon Hartnett, Executive Director

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.

DEPARTMENT OF PROBATION
AND COURT SERVICES
By: [Signature]
JOHN CHOW
DIRECTOR

NORTHEAST DUPAGE FAMILY AND YOUTH SERVICES
By: [Signature]
SHANNON HARTNETT
EXECUTIVE DIRECTOR
Exhibit A

SCOPE OF SERVICES

<table>
<thead>
<tr>
<th>County’s Purchase Order #</th>
<th>County Resolution #</th>
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<tr>
<td><em>STEP UP GROUP SERVICE AGREEMENT</em></td>
<td>Contract Date</td>
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<th>County’s Project Manager</th>
<th>Contractor’s Project Manager</th>
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<tbody>
<tr>
<td>JENNIFER HESS</td>
<td>SHANNON HARTNETT</td>
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</tbody>
</table>

This Scope of Services is for PROVIDER providing to the DEPARTMENT certain SERVICES pursuant to the above-referenced AGREEMENT. The undersigned agree that this Grant-Funded Consulting project (“Project”) shall be conducted pursuant to the terms and conditions of the above-referenced County Report and Contract and by the following terms and conditions:

1. DESCRIPTION OF PROVIDER’S WORK:

   A. SERVICES shall include assessment of client needs, individual counseling in keeping with individual client’s needs, and group counseling in keeping with individual client needs.

   - Both individual and group counseling shall include counseling of both juvenile and parent(s)/guardian(s).

   - Both individual and group counseling shall include delivery of “Step Up” curriculum, as developed and copyrighted by Greg Routt and Lily Anderson of King County, Washington. [Note: “Step Up” curriculum is used by permission of the authors.]

   - Both individual and group counseling may include other clinically appropriate techniques (e.g. cognitive behavioral therapy) provided such treatment is delivered in a manner consistent with the DEPARTMENT’S “Philosophy of Treatment” (see attached Exhibit B).

   B. Assessment of client needs:

   - All clients shall be assessed by PROVIDER for determining appropriateness for the Step-Up curriculum.

   - All clients shall be assessed by PROVIDER for individual treatment needs through a clinical interview.

   - PROVIDER shall work with each client to develop a safety plan to prevent additional domestic violence.

   - PROVIDER shall administer the “Step Up” behavior checklist to each client upon referral and program completion.

   C. Group counseling:

   - Unless deemed clinically inappropriate, all referrals for SERVICES shall receive group counseling.
• Group counseling shall follow the “Step Up” curriculum.

• Group counseling shall be delivered once per week, unless cancelation occurs in advance with notification of counseling participants and the DEPARTMENT.

• Group counseling shall be delivered to separate “youth” and “parent” groups as designated in the “Step Up” curriculum.

• All participants in Group counseling shall be referrals from the DEPARTMENT unless otherwise approved in writing by the DEPARTMENT.

• All Group counseling shall be delivered by a licensed professional counselor, licensed professional social worker, or clinical intern completing requirements of an accredited graduate program under the supervision of a licensed professional counselor or social worker.

D. Individual counseling:
   • Individual counseling shall only be provided in response to an assessed clinical need and following written approval from DEPARTMENT.

   • Individual counseling shall include material adapted from “Step Up” curriculum.

   • Individual counseling shall directly address juvenile’s aggressive behavior as related to domestic battery arrest.

   • Individual counseling may also address factors indirectly related to juvenile’s aggressive behavior and/or family dynamics indirectly related to juvenile’s aggressive behavior.

2. DELIVERABLES:

A. On a weekly basis:
   • PROVIDER shall provide the DEPARTMENT with documentation summarizing any completed assessments.

   • PROVIDER shall provide the DEPARTMENT with attendance records for group and individual counseling.

   • PROVIDER shall provide the DEPARTMENT a summary of participant behavior in group and individual counseling, including but not limited to inappropriate behavior or factors which may indicate an increased risk of re-offending.

B. On a monthly basis:
   • PROVIDER shall provide an invoice for all SERVICES provided during the month. Invoices shall be itemized by juvenile to whom SERVICES delivered and PROVIDER’s staff delivering services.
Exhibit B

PHILOSOPHY OF TREATMENT AND INTERVENTION
18th Judicial Circuit Court
Department of Probation and Court Services

In the past ten years, research has identified key factors that are associated with criminal behavior, the process which leads to the commission of criminal acts, and the main steps or stages of behavior change. A general model has emerged that identifies the principles of effective intervention.

These principles are **RISK, NEED, RESPONSIVITY and PROGRAM INTEGRITY**. Risk involves matching the duration, levels, and intensity of treatment and services to the criminal risk level of the individual. High-risk clients require more intensive and extensive services while low-risk clients require minimal or no intervention. The need principle focuses on the appropriate targets for intervention. Six factors are directly correlated to an individual’s propensity to commit crime. They are: 1) history of antisocial behavior; 2) antisocial personality; 3) antisocial values and attitudes; 4) criminal/deviant peer association; 5) substance abuse and 6) dysfunctional family relations. Responsivity refers to the delivery of effective treatment programs in a style and mode that is consistent with the ability and learning style of the individuals. Factors to consider in the area of responsivity are motivation, culture/ethnic issues, gender, verbal skills, communication barriers and cognitive and emotional development. Program integrity refers to organizations that develop policies and procedures to enhance integrity and professional conduct, provide ongoing training and supervision of staff and adherence to program designs.

Appropriate corrections interventions have been found to reduce recidivism about 30%. Interventions that have produced these long-term outcomes are behaviorally based, focus on changing criminogenic attitudes and beliefs, increase system competence (e.g., families, peers, schools, employment) and aim to increase the ratio of pro-social to antisocial behavior.

It is the goal of the Department of Probation and Court Services to develop access to a broad continuum of community-based services that adequately address offender risk, need and responsivity for the purpose of significantly reducing criminal re-offending, utilizing the most cost-effective services.

The Department of Probation and Court Services has developed the following objectives to guide the establishment of service delivery plans for those individuals under their supervision.

1. Intervention intensity and duration are based on the client’s risk for re-offending, based on current research and methodology for identifying key risk factors.
2. Criminogenic beliefs, attitudes and behaviors are the highest dynamic risk factors for re-offending and need to be the primary focus of any intervention.
3. System interventions that are community-based and involve entire systems (families, spouse, peers, employment) are more likely to be effective.
4. Treatment for emotional/behavioral issues that are not linked to criminal conduct, nor are criminogenic in nature will not result in recidivism reduction.
5. Preferred treatment interventions are those which are designed to change antisocial attitudes, to increase personal skills (self-control, self-management and problem solving), to increase collateral/familial support (collateral’s knowledge of client’s risk factors and willingness to support client in making behavioral changes), to build on the offender’s
strengths and focus on assessing the offender’s total situation and treating it rather than using a strict individual or medical model approach.

6. Traditional insight-oriented, psychodynamic or non-directive therapeutic interventions are not supported for high-risk criminal offenders or for changing criminal behavior and attitudes.

7. All interventions require a behavioral treatment plan with measurable, concrete objectives and timelines that have been reviewed and accepted by probation and meet departmental guidelines for interventions.

8. Effective interventions will provide opportunities for offenders to participate in skill training with directed practice.

9. Short- and long-term behavioral outcome data, along with satisfaction measures, will be collected by the Probation Department and by the service provider.

10. Services will be monitored to assess the offender’s progress in line with the service delivery plan.

11. Service plans will address public safety issues as well as behavior change.

12. Service plans will outline steps to actively engage pro-social supports for offenders in their communities in order to positively reinforce desired behaviors.
AWARDING RESOLUTION TO
THE DUPAGE COUNTY HEALTH DEPARTMENT TO PROVIDE
MENTAL HEALTH CASE MANAGEMENT TO MENTALLY ILL
CLIENTS THAT ARE SENTENCED TO PROBATION
(Contract total amount: $208,000.00)

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 the DuPage County Health Department to provide services to mentally ill clients who are on probation, for the period December 1, 2018 through November 30, 2019.

NOW, THEREFORE BE IT RESOLVED, that covering said, for an agreement with the DuPage County Health Department to provide mental health case management services to mentally ill clients who are on probation, for the period December 1, 2018 through November 30, 2019, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to DuPage County Health Department, 111 North County Farm Road, Wheaton, Illinois 60187, for a contract total amount of $208,000.00.

Enacted and approved this 13th day of November, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _________________________________

PAUL HINDS, COUNTY CLERK
## PROCUREMENT REVIEW CHECKLIST

### REQUISITION

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
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<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
<th>REQUISITING DEPT.</th>
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<td>$208,000.00</td>
<td>12/1/18 - 11/30/19</td>
<td>PROBATION</td>
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### SOLICITATION METHOD FOR SOURCE SELECTION

**No Decision Memo Required**   Intergovernmental Agreement

- Bernadette Mason  
  Completed  
  10/25/2018 8:13 AM
- Sharon Donald  
  Completed  
  10/25/2018 2:40 PM
- John Schow  
  Completed  
  10/25/2018 4:48 PM
- Kathy Ostrowski  
  Completed  
  10/31/2018 10:11 AM
- James McGuire  
  Completed  
  10/31/2018 4:20 PM
- Paul Rafac  
  Completed  
  11/01/2018 5:48 PM
- Kathy Ostrowski  
  Completed  
  11/02/2018 8:04 AM
- Judicial/Public Safety Committee  
  Completed  
  11/06/2018 8:15 AM
- Finance Committee  
  Pending  
  11/13/2018 8:00 AM
- County Board  
  Pending  
  11/13/2018 10:00 AM
Procurement Review Checklist
Procurement Services Division

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

Date: Oct 24, 2018
MinuteTraq (IQM2) ID #: 13778

Vendor: DuPage County Health Dept
Vendor #: 19161
Dept: Probation & Court Services
Contact: Sharon Donald
Phone: 630-407-8413

Contract Term: 12/1/2018 - 11/30/2019
Contract Total: $208,000.00

Description of Procurement/Scope of Work Background
DuPage County Health Department provides mental health case management to mentally ill clients that are sentenced to Probation's SNAP and MICAP programs. The Department of Probation has worked successfully with the DuPage County Health Department for several years.

Reason for Procurement
Mental health services are needed to assist probationers who are mentally ill by providing services for housing, food, transportation and other basic necessities that enable the mentally ill probationers to live successfully in the community.

FUNDING SOURCE

☑ Procurement budgeted for (FY and budget code(s)): 1400-6120-53830 & 1400-5940-53830

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

PREPARED BY AND APPROVAL(S) (Initials Only)

DHS Oct 24, 2018 SAD Oct 24, 2018
Prepared By Date Recommended for Approval Date

REVIEWED BY (Initials Only)

Buyer 10-30-18 Procurement Officer 10-30-18
Date Date
Chief Financial Officer 11-1-18 Chairman's Office (Decision Memos Over $25,000)
(Decision Memos Over $25,000)

Attachment: DuPage County Health Dept. - Checklist (JPS-P-0301-18 : DuPage County Health Dept)
## Purchase Requisition
### Procurement Services Division

**Date:** Oct 24, 2018  
**MinuteTraq (IQM2) ID #:** 13778

### Send Purchase Order To:
- **Vendor:** DuPage County Health Dept  
  - **Vendor #:** 19161
- **Attn:** Karen Ayala  
  - **Email:** kayala@dupagehealth.org
- **Address:** 111 N. County Farm Road, Wheaton, IL 60187  
  - **Phone:** 630-682-7979

### Send Invoices To:
- **Dept:** Probation & Court Services  
  - **Division:** SNAP & MICAP Programs
- **Attn:** Sharon Donald  
  - **Email:** sharon.donald@dupageco.org
- **Address:** 503 N. County Farm Road, Wheaton, IL 60187  
  - **Phone:** 630-407-8413

### Send Payments To:
- **Vendor:** DuPage County Health Dept  
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### Special Instructions/Comments to Buyer or Approver:

### User Department Internal Notes:

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
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**Requisition Total:** $208,000

### Header Comments:

### Special Instructions/Comments to Buyer or Approver:

### User Department Internal Notes:
INTERGOVERNMENTAL AGREEMENT FOR PROFESSIONAL SERVICES
THE DUPAGE COUNTY HEALTH DEPARTMENT
AND THE DEPARTMENT OF PROBATION
AND COURT SERVICES OF THE 18TH JUDICIAL CIRCUIT

This Agreement by and between the DuPage County Health Department, a public agency pursuant to Illinois law, (hereinafter referred to as the Health Department) and the Department of Probation and Court Services of the 18th Judicial Circuit (Probation Department) is entered into this 1st day of December, 2018.

RECITALS

WHEREAS, the Probation Department and the Health Department may enter into intergovernmental agreements for the joint exercise of their respective powers; and

WHEREAS, the Illinois General Assembly has granted the Health Department authority to establish and carry out health and mental health programs and administrative services (55 ILCS 5/5-25013); and

WHEREAS, the Court provides an opportunity through its Mental Illness Court Alternative Program (MICAP) and Special Needs Advocacy Program (SNAP), for individuals charged with crimes to participate in a treatment program with the goal of reducing repeat offenses and re-arrest of the mentally ill; and

WHEREAS, the Health Department has experience and expertise in the provision of services to persons who are mentally ill and have a history of arrest and detention; and

WHEREAS, the Probation Department seeks to reduce repeat offenses and the re-arrest of mentally ill persons; and

WHEREAS, the Health Department can provide services that will reduce repeat offenses and the re-arrest of mentally ill persons.

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

ARTICLE I. SERVICES.

1.1 Specific services to be provided and operational parameters to be observed are articulated in “Exhibit A: Scope of Services, MICAP”; and “Exhibit B: Scope of Services, SNAP”.

1.2 The Court and the Health Department will conform to all state, federal, professional and programmatic standards governing confidentiality of participant information.

1.3 The Court will only refer persons who are residents of DuPage County and eighteen (18) years of age or older.

1.4 Staffing and Licensure: The Health Department shall provide appropriate clinical and support staff in order to provide mental health case management services pursuant to
this Agreement. All mental health treatment to be performed by Health Department professionals shall be performed by persons licensed by the State of Illinois to practice in the applicable discipline, and/or credentialed by Medicaid Part 132 credentialing standards.

1.5 The Health Department will provide such clinical and support personnel necessary for the rendering of mental health consultation pursuant to this Agreement.

ARTICLE II. PROBLEM RESOLUTION

The Probation Department and the Health Department agree to engage in problem resolution activities that will minimize interference with service delivery to mutual recipients. Problem resolution will occur at the earliest opportunity and at the most appropriate administrative level. If problems are not resolved informally, problem resolution activities will include, but are not limited to the following:

2.1 The parties to this Agreement will both participate in the identification and resolution of problems, which may arise in its implementation.

2.2 Either party will notify the other party in writing and personally when a problem exists, and a meeting to discuss and resolve the problem will occur within five (5) working days. Each party shall have a supervisor present for such meeting.

2.3 If a resolution of a problem cannot be reached by the signers of this Agreement, either party may notify the other in writing that the problem remains unsolved, and may identify additional action, which is proposed to resolve the problem.

ARTICLE III. SERVICE AGREEMENT REVIEW

The Probation and Health Departments agree to meet with appropriate personnel and review, at least semi-annually, to ensure that the terms of the Agreement are being met.

ARTICLE IV. COMPENSATION

The Probation Department will pay the Health Department up to $208,000.00 annually for services provided. Payment will be made as follows:

4.1 The Probation Department will pay the Health Department up to $208,000.00 annually for services outlined in Exhibits A and B. A monthly invoice of $17,333.33 will be sent by the Health Department to the Probation Department, including a service history report that outlines all services provided to program participants and billable service hours to the insurance providers and the non-billable service hours for each participant.

4.2 In the event of early termination of this Agreement, the Probation Department shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the Probation Department be liable for any costs incurred or services performed after the effective date of termination as provided herein.
4.3 Clients who are accepted into the MICAP and SNAP programs will complete a financial profile at the DuPage County Health Department to determine payment for services. Clients who have Medicare and/or Medicaid benefits will have all services billed to the appropriate payer. In the event a client does not have any medical benefits, the Health Department will assist with the benefit application process. If a client is found to be ineligible for benefits, copays for services will be based on a client’s ability to pay, as determined by household income, and then applied to a sliding fee scale consistent with health Department policy. Clients who do have insurance coverage that is not accepted by the health department will receive assistance with linking to a provider within his/her insurance network.

ARTICLE V. TERM AND TERMINATION OF AGREEMENT

5.1 Term. This Agreement will be effective from December 1, 2018 through November 30, 2019.

5.2 Termination. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days’ notice. In addition, either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for 15 days after receipt by the breaching party of written notice of such breach from non-breaching party.

5.3 Effect of Termination.

5.3.a In the event of termination, as of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement or related to paragraphs b and c of this section.

5.3.b Except as provided in paragraph c of this section, upon termination of this Agreement, for any reason, the Probation Department shall return or destroy all Protected Health Information received from the Health Department, or created or received by the Probation Department on behalf of the Health Department that is in possession of subcontractors or agents of the Probation Department. The Probation Department, its subcontractors and its agents shall retain no copies of the Protected Health Information.

5.3.c In the event that the Probation Department determines that returning or destroying the Protected Health Information is infeasible, the Probation Department shall provide to the Health Department notification by mail of the conditions that make return or destruction infeasible within 15 business days. The Probation Department shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or
destruction infeasible, for so long as the Probation Department maintains such Protected Health Information.

5. 3.d In the event of termination by either party, the parties understand that said termination shall be consistent with DuPage County Health Department’s termination policy for behavioral health.

ARTICLE VI. GENERAL PROVISIONS

6.1 Independent Contractors. None of the provisions of this Agreement is intended to create nor shall any be deemed or construed by the parties to create any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement.

6.2 Entire Agreement Modification. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

6.3 Compliance with Law. Each party agrees to comply with all applicable state and federal law including, but not limited to, the Illinois Mental Health and Development Disabilities Code and Act (405 ILCS 5/1-100, et seq.) as may be amended from time to time.

6.4 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Illinois.

6.5 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

6.6 Partial Invalidity. If any provision of this Agreement is prohibited by any applicable law or court decree, said prohibition shall not invalidate or affect the remaining provisions of this Agreement.

6.7 Notices. All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally as follows:

If to the Probation Department:
Department of Probation and Court Services
505 North County Farm Road
Wheaton, Illinois 60187
Attention: John Schow, Director
If to the Health Department:
DuPage County Health Department
111 North County Farm Road
Wheaton, Illinois 60187
Attention: Karen Ayala, Executive Director

Or to such other persons or places as either party may from time to time designate by written notice to the other.

6.8 Waiver. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

6.9 Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

6.10 Assignment, Binding Effect. The Health Department shall not assign or transfer, in whole or in part, this Agreement or any of the Health Department's rights, duties or obligations under this Agreement without the prior written consent of the Probation Department, and any assignment or transfer by the Health Department without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

6.11 Assignment, Binding Effect. The Probation Department shall not assign or transfer, in whole or in part, this Agreement of any of Probation Department's rights, duties or obligations under this Agreement without the prior written consent of the Health Department, and any assignment or transfer by the Probation Department without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

For the Health Department:

SIGNATURE ON FILE
Karen Ayala
Executive Director
Date 10/30/18

For the Probation Department:

SIGNATURE ON FILE
John Schow
Director
Date 10/30/18
Exhibit A

SCOPE OF SERVICES

This Scope of Services is for the Health Department providing to the Probation Department’s MICAP Program certain Services pursuant to the above-referenced Agreement. The undersigned agree that Services shall be conducted pursuant to the terms and conditions of the above-referenced County Report and Contract and by the following terms and conditions:

1. DESCRIPTION OF PROVIDER’S WORK:

A. Defendant eligibility screening and mental health assessments shall be completed by the Health Department of all MICAP applicants who have Medicaid or are uninsured.

   - The screening and assessment shall consist of a face-to-face meeting among Health Department staff, the Probation Officer and the MICAP applicant. The assessment should be conducted in collaboration with the Probation Officer’s Intake/LSI-R interview.

   - The mental health assessment shall consist of a face-to-face meeting between Health Department staff and each referred Probation Department client. The mental health assessment shall include diagnosis of the client’s current mental health in accordance with DSM-5 criteria, treatment recommendations, and a determination of whether the client meets Health Department treatment criteria.

   - All mental health assessments shall be completed within fifteen (15) business days of the referral from the Probation Department to the Health Department. Health Department staff shall notify the Probation Department if repeated attempts have been unsuccessful in scheduling the mental health assessment appointment. In the event the mental health assessment has not been scheduled within the fifteen (15) business days, the Health Department will communicate in writing with the client’s Probation Officer in order to coordinate a meeting with the client at the Probation Department offices.

   - In the event the mental health assessment appointment is not completed within thirty business (30) days, the Health Department will provide a written summary to the Probation Department of all attempts to schedule the mental health assessment. The Health Department and Probation Department may then mutually agree to terminate the referral.

   - In the event the client does not meet Health Department criteria, the written mental health assessment summary shall indicate referrals to other services to address the client’s needs.

   - A written summary of each completed assessment shall be provided to the Probation Department upon completion of the assessment.

B. Behavioral health services shall be provided to screened Probation Department clients who meet the Health Department criteria. Upon determination of eligibility into the MICAP program, an individualized treatment plan will be completed to initiate behavioral health services. All behavioral health services shall be delivered in keeping with the individual treatment plan. Services recommended and provided by the Health Department through the treatment plan may include:

   - Individual/Family/Group counseling
   - Case management
   - Illness/medication education
• Psychiatric evaluation; psychiatric follow-up appointments
• Medication management
• Determination of benefit eligibility
• Assistance in applying for and maintaining benefits
• Crisis intervention
• Facilitation of emergency psychiatric hospitalization, if necessary
• Assessment and assistance in facilitation of referral to services such as residential treatment; inpatient/IOP/PHP substance abuse/co-occurring disorders treatment; and employment training/coaching
• Collaboration if needed with providers of additional services
• Facilitation of other services such as housing, food, transportation and other basic necessities required to successfully live in the community.

C. Assessments, treatment plans, and the provision of services will be managed by a Clinician/Therapist dedicated to the MICAP program.

D. Prior to termination of an offender’s services, the Health Department will contact the Probation Department and notify the Probation Officer of an offender’s noncompliance. In accordance with the DuPage County Health Department Failed Appointment Policy, the Health Department and the Probation Officer will work with the offender in an attempt to remedy the noncompliance prior to termination.

E. The Health Department shall attend twice weekly case staffings at designated locations. In addition, the Health Department shall attend the weekly MICAP court call. The Health Department shall attend additional planning or team meetings as scheduled.

F. The Health Department will make available appropriate administrative, medical and other staff to meet once per week with MICAP personnel to address participant’s progress and any related issues.

G. The Health Department shall consult with Probation Officers on non-Health Department cases when needed regarding appropriate treatment referrals, diagnosis, treatment and service planning. Additionally, the Health Department shall provide consultation and education to non-clinical stakeholders when needed.

2. DELIVERABLES:
• The Health Department shall provide the Probation Department with the service history for all applicants and participants on a monthly basis.
• The Health Department shall provide the Probation Department and the offender with a written copy of the recovery maintenance plan upon graduation.
Exhibit B

SCOPE OF SERVICES

This Scope of Services is for the Health Department providing to the Probation Department’s Special Needs Advocacy Program (SNAP) certain Services pursuant to the above-referenced Agreement for the . The undersigned agree that Services shall be conducted pursuant to the terms and conditions of the above-referenced County Report and Contract and by the following terms and conditions:

1. DESCRIPTION OF THE HEALTH DEPARTMENT’S WORK:

A. Mental Health Assessments shall be completed by the Health Department of all referred Probation Department clients.
   - The mental health assessment shall consist of a face-to-face meeting between a Health Department Counselor/Therapist and each referred Probation Department client. The mental health assessment shall include diagnosis of the client’s current mental health in accordance with DSM-5 criteria, treatment recommendations, and a determination of whether the client meets Health Department treatment criteria.
   - All mental health assessments shall be completed within fifteen (15) business days of the referral from the Probation Department to the Health Department. Health Department staff shall notify the Probation Department if repeated attempts have been unsuccessful in scheduling the mental health assessment appointment. In the event the mental health assessment has not been scheduled within the fifteen (15) business days, the Health Department will communicate in writing with the client’s Probation Officer in order to coordinate a meeting with the client at the Probation Department offices.
   - In the event the mental health assessment appointment is not completed within thirty business (30) days, the Health Department will provide a written summary to the Probation Department of all attempts to schedule the mental health assessment. The Health Department and Probation Department may then mutually agree to terminate the referral. However, any mental health assessments not actually completed shall not count against the total number of mental health assessments provided under paragraph B (b) of this Exhibit under this Agreement.
   - A written summary of each completed mental health assessment shall be provided to the Probation Department within ten (10) business days of the mental health assessment.
   - In the event the client does not meet Health Department criteria, the written mental health assessment summary shall indicate referrals to other services to address the client’s needs.

B. Behavioral health services shall be provided to screened Probation Department clients who meet the Health Department treatment criteria. Upon determination of eligibility into the SNAP program, an individualized treatment plan will be completed to initiate behavioral health services. All behavioral health services shall be delivered in keeping with the individual treatment plan.
   a. Services recommended and provided by the Health Department through the treatment plan may include:
      - Individual/Family/Group counseling.
      - Case management.
      - Illness/medication education.
      - Psychiatric evaluation; psychiatric follow-up appointments.
- Medication management
- Determination of benefit eligibility
- Assistance in applying for and maintaining benefits
- Crisis intervention.
- Facilitation of emergency psychiatric hospitalization, if necessary.
- Assessment and assistance with referrals to other services such as residential treatment; inpatient/JOP/PHP substance abuse/co-occurring disorders treatment; and employment training/coaching.
- Collaboration as necessary with other providers.
- Assistance with access to other services, including housing, food, transportation, and other basic necessities required to successfully live in the community.

b. The Health Department will provide a maximum of eighty (80) completed mental health assessments per year for SNAP referrals.

c. In addition to the clients accepted prior to the term of this agreement, the Health Department will initiate treatment for up to sixty (60) additional clients. For the purpose of counting the number of new clients allowed, initiation of case management services shall be determined by receipt of the individual treatment plan by the Probation Department. The treatment plan shall be in writing and designate services provided by the Health Department.

C. Assessments, treatment plans, and the provision of services will be managed by a Clinician/Therapist dedicated to the SNAP program.

D. The Health Department will assist with the application for and maintenance of benefits.

E. A written status form documenting each active client’s progress toward meeting the goals of the treatment plan shall be provided to the Probation Department on a monthly basis.

F. Prior to termination of an offender’s services, the Health Department will contact the Probation Department and notify the Probation Officer of an offender’s noncompliance. In accordance to the DuPage County Health Department’s No-Show Policy, the Health Department and the Probation Officer will work with the offender in an attempt to remedy the noncompliance prior to termination.

G. Upon termination of services, a written client outcome summary shall be provided to the Probation Department. This shall include services provided to the client, the client’s level of engagement and compliance with services, impact of services upon client’s symptoms and overall functioning, and the reason services were terminated.

H. Monthly meetings shall be scheduled in advance at a time mutually agreeable to the Probation Department and Health Department, and will include, at minimum, program supervisors, for the purpose of reviewing administrative and/or clinical items.

I. DELIVERABLES:
   - The Health Department shall provide the Probation Department with written summaries of all completed mental health assessments within ten (10) business days of the mental health assessment appointment.
   - The Health Department shall provide the Probation Department with written notification of any referred clients for whom mental health assessments have not been completed within fifteen (15) business days of referral.
   - The Health Department shall provide the Probation Department with written
notification of any referred clients for whom mental health assessments have not been completed within thirty (30) business days of referral.

- The Health Department shall provide the Probation Department a written individualized treatment plan for all new clients receiving case management services.
- On a monthly basis, the Health Department shall provide a monthly status report for each client receiving case management services.
- On a monthly basis, the Health Department shall provide the Probation Department with an updated list of all clients for whom mental health assessments have been completed and all clients receiving case management services.
- The Health Department shall provide the Probation Department with a monthly service history for each active client.
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</th>
<th>Amount/Value</th>
<th>Date Made</th>
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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.

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
Karen Ayala

Title
Executive Director

Date
October 24, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
AWARDING RESOLUTION
ISSUED TO JOHNSON CONTROLS, INC.
FOR UPGRADE TO THE
ACCESS CONTROLS SYSTEM FROM C-CURE 800
TO THE C-CURE 9000 FOR OSEM
(CONTRACT TOTAL AMOUNT $88,945.61)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and Government Service Administration, the County of DuPage will contract with Johnson Controls; and

WHEREAS, the Judicial Public Safety Committee recommends County Board approval for the issuance of a contract purchase order to Johnson Controls, Inc., for the upgrade to the Access Control System from the C-Cure 800 to the C-Cure 9000 for the Office Homeland Security and Emergency Management.

NOW, THEREFORE BE IT RESOLVED, that covering said contract to upgrade the Access Control System for the C-Cure 800 to the C-Cure 9000 for the Office Homeland Security and Emergency Management be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Johnson Controls, Inc., 91 N. Mitchell Ct., Addison Illinois 60101, for a contract total amount not to exceed $88,945.61.

Enacted and approved this 13th day of November, 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.

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<td><strong>DATE SUBMITTED</strong></td>
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<td>October 29, 2018</td>
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**SOLICITATION METHOD FOR SOURCE SELECTION**

**Decision Memo Required**  Per Cooperative Agreement

- Bernadette Mason  Completed  10/29/2018 10:19 AM
- Keith Briggs  Completed  10/29/2018 12:24 PM
- Kathy Ostrowski  Completed  10/29/2018 12:26 PM
- James McGuire  Completed  10/29/2018 3:06 PM
- Paul Rafac  Completed  10/30/2018 1:18 PM
- Tom Cuculich  Completed  10/30/2018 2:37 PM
- Kathy Ostrowski  Completed  11/01/2018 4:16 PM
- Judicial/Public Safety Committee  Completed  11/06/2018 8:15 AM
- Finance Committee  Pending  11/13/2018 8:00 AM
- County Board  Pending  11/13/2018 10:00 AM
**Purchase Requisition**

**Procurement Services Division**

**Send Purchase Order To:**

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<td>Room: 700A</td>
</tr>
<tr>
<td>City: Addison</td>
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<tr>
<td>Phone: 1-708-948-1100</td>
<td>Fax: 630-948-1150</td>
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**Payment Terms**

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**Use for**

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<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
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<tr>
<td></td>
<td>Thomas Williams</td>
<td>Nov 6, 2018</td>
<td>Nov 30, 2018</td>
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**Ship To:**

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<td>Phone: 630-407-5225</td>
<td>Fax: 630-407-5220</td>
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<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
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**Requisition Total**: $88,945.61

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

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Rev 1.5
07/13/17

Packet Pg. 280
Special Instructions/Comments to Buyer or Approver (these comments will NOT appear on the Purchase Order):

Security has added a contingency fund of $12,000.00 in the event of unknown problems that could occur as a result of the update from the C-Cure 800 to the C-Cure 9000.

User Department Internal Notes (these comments will NOT appear on the Purchase Order):
Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
The C-Cure 800 Access Control System is not going to be supported beyond December 2019. If we fail to upgrade our C-Cure 800 when the system fails we will not be able to repair it. It is necessary for us to upgrade from the C-Cure 800 to the C-Cure 9000 to leverage cutting edge technology and innovative features. The cost will be $88,945.61 to complete the upgrade. This Pricing Schedule is based on State and Local using GSA Schd84.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
The C-Cure 800 system will not be supported and needs to be upgraded to ensure that it will work properly and be supported in the future in the event of breakdown.

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.
The C-Cure 800 Access Control System is nearly 20 years old and will no longer be supported. The new C-Cure 9000 upgrade will ensure that system continues to function at a high level without system shutdown.

Source Selection/Vetting Information - Describe method used to select source.
The Pricing Schedule is set using the State and Local GSA Schd84.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
The Security Division has two options:
1) Continue to use the C-Cure 800 which will not be supported as of December 2019.
2) Upgrade the C-Cure 800 to the C-Cure 9000 which will support our Access Control System.
Recommendation Option #2

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.
Funds have been approved for the project and available in Capital Outlay line 6000-1950-54010-0000

Requesting Department: OHSEM/Security
Department Contact: Keith J. Briggs
Contact Email: keith.briggs@dupageco.org
Vendor Name: Johnson Controls

Department Requisition #: 

Date: Oct 11, 2018
MinuteTraq (IQM2) ID #: 

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Packet Pg. 282
**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: Johnson Controls</th>
<th>Vendor #: 10350</th>
<th>Contract Term: 11/06/2018-11/30/2018</th>
<th>Contract Total: $88,945.61</th>
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<tr>
<td>Dept: OHSEM/Security</td>
<td>Contact: Keith J. Briggs</td>
<td>Phone: 630-407-5225</td>
<td>Assigned Committee: JPS</td>
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**Description of Procurement/Scope of Work/Background**

Upgrade the Access Control System from the C-Cure 800 which will not be supported December 2019 to the C-Cure 9000.

**Reason for Procurement**

The C-Cure 800 will not be supported as of December, 2019.

---

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): 18-6000-1950-5401-0000
- Budget Transfer (Date) Add'l Information

**DECISION MEMO NOT REQUIRED**

- LOWEST RESPONSIBLE QUOTE # or BID # (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 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 (30ILCSS25)
- Under Government Joint Purchasing Act (30ILCSS25) select one below
  - 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: John Doe
Recommended for Approval: Jane Smith
Date: 10-1-18
IT Approval, if required: 10-11-18

**REVIEWED BY (Initials Only)**

Buyer: John Doe
Date: 10-29-18
Procurement Officer: Jane Smith
Date: 10-29-18

Chief Financial Officer (Decision Memos Over $25,000): John Doe
Date: 10-30-18
Chairman's Office (Decision Memos Over $25,000): Jane Smith
Date: 10-30-18

---

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER
Johnson Controls Quotation

TO:
DuPage County OHSEM/Security
421 N County Farm Rd
WHEATON, IL 60187-3978

Project: DuPage County Admin Center SWH
Customer Reference: DuPage County Admin Center SWH
Johnson Controls Reference: 311485819
Date: 10/10/2018
Page 1 of 7

Items cited in **BOLD** on this quote are products on the Johnson Controls Fire Protection LP contract GS-07F-0396M, Schedule 84. Items **NOT** cited in bold are being quoted as “open market items”. Please be advised that we are not making representation of country of origin in regards to open market items.

**ATTENTION:** Upon your request, we are providing you with line item pricing for all of the components of the system proposed. Please be aware, however, that the unit prices shown on this quotation are for reference only. Due to variations in shipping costs and potential adjustments in system configuration, the line item prices shown may or may not reflect the exact unit costs ultimately invoiced and/or those quoted in the future. The total system price displayed on this quotation will, however, remain as stated unless an authorized change order is processed.

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

Access Control

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<tr>
<th>QTY</th>
<th>MODEL NUMBER</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXT. PRICE</th>
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**THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.**

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America
## Johnson Controls Quotation

<table>
<thead>
<tr>
<th>QTY</th>
<th>MODEL NUMBER</th>
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### Professional Services

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### Technical Services

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**Net selling price for Access Control, $76,945.61**

**Total net selling price, $76,945.61**

**Pricing Schedule: State & Local Using GSA Schd84**

**Comments**

Dupage County Administrative Building - Upgrade existing C-Cure 800 to a C-Cure 9000 using GSA pricing.

This proposal is based on parts list from Customer as well as parts list provided by Software House Corporate Office.

This is a "Turn-key" proposal. Installation is included.

SimplexGrinnell will do a complete "Turn Key" installation which means we will supply all the parts listed above in the proposal, and install those devices and software upgrades. After all devices and software are installed by Simplex, SimplexGrinnell will do final programming and test.

We will attempt to use all the existing wire and clean up existing conditions when possible.

This proposal includes the following items: Material Submittals, Equipment, Material, and Shipping/Transport of equipment, Test and Inspection and Programming.

clarifications:

Connection to existing C-Cure 800 system and APC’s already installed and operational.
Comments (continued)

Connection to existing C-Cure 800 system and APC's already installed and operational.
Assumes that the current panel is in good working order and free of all troubles and ground faults. Additional charges may occur if service work is required to bring that panel to good working order.

Pricing does include installation of devices.
This proposal does not include electrical sub-contractor labor and material.
This proposal does not include conduit, raceways and/or sleeves.

Review of responsibility:
Customer is responsible for applying for permits with submittal package supplied by Simplex.
Customer is responsible to pay for any permit and review fees
Customer is responsible for all conduit runs needs for installation.
SimplexGrinnell will not do a submittal package
SimplexGrinnell will test all INSTALLED devices to assure system integrity

This proposal does not include submission of documents to the local AHJ or governing body for permit application/review. This is the responsibility of the installing contractor

This proposal does not include zone maps. Should zone maps be required in accordance with local requirements an additional charge may occur.

This proposal does not include sales tax. Taxes will be added to any/all applicable invoices on this project.
This proposal does not include permits. The cost of permits for the work described in this proposal shall be assumed by the owner or installer.
This proposal does not include performance or payment bonds. If required, bonding can be obtained.
This proposal does not include patch and paint work.
This proposal does not include 120 VAC work. All 120 VAC circuits for panels to be provided by contractor or owner. If replacement of panel, SimplexGrinnell will attempt to use the existing circuit if available
This proposal does not include premium time. Overtime or holiday work required (as a result of project delays created by others) will be justification for a Change Order for additional work hours or shift premium.
Installation assumed to occur Monday thru Friday between 7am and 3:30pm
SimplexGrinnell requests a secure staging area on site to store equipment, tools, and materials.

This proposal is valid for 90 days.

This proposal does not include door locks and/or door locking hardware. These items shall be provided and installed by others.

This proposal does not include procurement or coordination of monitoring service for the fire alarm/security system however should local requirements allow UL Central Station monitoring, SimplexGrinnell can supply a quote for monitoring and maintenance if needed
Pending final review by the local AHJ (Authority Having Jurisdiction). Any changes may affect the final cost, annual monitoring or maintenance charges. Any additional devices above what is listed within the quote would be a change order to this initial order.

This proposal includes a one (1) year standard parts and labor warranty in accordance with SimplexGrinnell terms and conditions.

Additional labor, material, specifications and requirements not specifically listed above maybe an additional cost. We understand that there may be specific facility construction procedures and requirements unique to this installation. We encourage you to bring those to our attention before accepting this proposal so that we may understand them and bring any deficiencies in this proposal to your immediate attention to ensure we provide you with a proposal that will address all of your needs.

Please contact me with any questions at the number listed below. To place an order please send an executed copy of this quote (see signatory block on the last page) with a purchase order number.

David Prajka
Electronic Solutions Sales Representative
NICET Certification No. 110484

SimplexGrinnell
708-945-6455 cell
630-948-1150 fax
david.prajka@jci.com
1. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. All work performed on a time and material basis shall be at Company’s then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to require or modify Customer’s credit in its sole discretion. Customer’s failure to make payments due is a material breach of this Agreement. If Customer fails to make any payments when due, or to other requirements and remedies as applicable, Company shall have the right, at Company’s sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, subject Customer to the rate of 1% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys’ fees. Customer’s failure to make payment due is a material breach of this Agreement until the account is current.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work (“Equipment” and “Services”). If the actual number of devices installed or services performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company’s cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company’s applicable proposal or quotation.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for price purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company’s standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshall) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts paid to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer’s property and the property of others located on the premises. Customer agrees to look exclusively to the Customer’s insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guarantee or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service, Company’s liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer’s time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the sites where the Incident occurred. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM OR LOSS ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS OR ANY THIRD PARTY, COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company’s employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company’s systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies (“QATT”) under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the “SAFETY Act”). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an “Act of Terrorism” as defined in 6 C.F.R. 25.2, when QATT has been employed to defense against, response to, or recovery from such activity of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company shall be performed during normal normal work hours of normal working days (9:00 a.m. — 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the attached drawings ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) or any other aspect of the Service. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date.

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, walkways, and crane and elevator repair and necessary permits. Where wet pipe system is installed, Company shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Such repair work to be declined by Company shall be relieved from all and any liability arising therefrom. Customer shall further:

- supply required materials and drawings unless they are to be provided by Company in accordance with this Agreement;
- provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) is in operation by Company as soon as possible under circumstances;
- provide Company access to any system(s) to be serviced;
- comply with all laws, codes, and regulations pertaining to the equipment and services provided under this agreement.

9. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or sharing required.

10. Structure and Storage Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the weather, condition of access to the premises, or other conditions not created by or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All sharing or protection of foundation, walls or other structures subject to being disturbed by any excavation required herein shall be the responsibility of Customer. Company shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including sprinkler, other materials, fire or suitable working base, connections and facilities for erection at the site of installation). Customer fails
Project: DuPage County Admin Center SWH  
Customer Reference: DuPage County Admin Center SWH 
Johnson Controls Reference: 311485819  
Date: 09/19/2018  
Page 6 of 7

To have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make items available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current safety policy.

12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:  
- permit confined space, as defined by OSHA,  
- risk of infectious disease,  
- need for air monitoring, respiratory protection, or other medical risk,  
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the areas where hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay all costs incurred and/or re-mobilization expenses as determined by Company. This Agreement does not provide for the costs of upfitting, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

13. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Customer.

14. Inspection and Tests. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).  
16. Claims and Disputes. Additional Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work as so to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted to Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered, by Customer prior to the completion of the Work, Customer shall reimburse Company for all additional costs, including the re-execution of the work required to meet the completion dates shall be changed by Company as may be required.

17. Commodity Availability. Company shall not be responsible for non-delivery, or failure to perform, service, delivery, or performance due to non-availability of the Equipment, or products, or materials. If, in the judgment of Company, the availability of any item is subject to availability due to other factors, Company shall be deemed not in breach of its obligations hereunder, and, provided such item is reasonably available within a period of time reasonable to permit Company to fulfill its obligations under the Agreement, Company shall not be deemed in breach of the Agreement for failure to deliver or to perform as otherwise required by the Agreement due to lack of availability of steel products or products made from plastics or other commodities. In the event Company is unable, due to reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Company hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

18. Project Claims. Any claim of failure to perform caused by Customer shall be deemed waived by, and shall be resolved by, Customer, in writing specifically setting forth the basis for such claim, within ten (10) days after such claim arises.

19. Backcharges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions included herein. If, in the opinion of Company, the equipment is required, any peripheral device or other system equipment which is attached to the Covered System(s), whereby provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a breach hereunder. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. Repairs and Maintenance. If, after test services are selected, such inspection and/or test shall be completed on Company's then current Report Form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and any recommendations as to nature and extent of any repairs are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted in the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components shall be with Customer.

22. Limited Warranties. In addition to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use by all or any part of the Covered System(s) or 18 months after Equipment shipment, whichever is earlier. However, the time for this warranty is limited to the warranty period of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print keys, batteries, video monitors, displays, tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in the event of power failure, or mandated by the System or other agreements or laws. Supplies, including fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will remain intact for ninety (90) days after delivery and will be supported for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES, COVERED SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours service. If any repairs or adjustments that are or may become necessary shall be performed by and at the written request of Customer. Any appeals, adjustments or interpretations performed by Customer or any third party shall void all warranties.

23. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of Hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services performed under this Agreement. Customer agrees that such claims are based upon content, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

24. Insurance. Customer shall name Company, its officers, agents, employees, subsidiaries, and representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion if, in its sole discretion, the occurrence shall be as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

Attachment: Johnson Controls - Quote - 311485819 - Access Control System (UPS-P-0032-18 - Johnson Controls)
Customer's premises or unavailability of parts.

26. Default. An Event of Default shall be: 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable; 2) abuse of the System or the Equipment; 3) dissolution, termination, discontinuance, insolvency or business failure of Customer; Upon the occurrence of an Event of Default, Company shall pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or in equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

27. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; clearing of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism, corrosion (including but not limited to microbiologically induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Scope of Work section, the Agreement price does not include travel expenses.

28. No Option to Sole. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

29. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantines, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause beyond Company's control, whether or not similar to the foregoing. In the event any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, les amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

30. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

31. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.
AWARDING RESOLUTION
ISSUED TO CELLO PARTNERSHIP
D/B/A VERIZON WIRELESS
FOR CELLULAR & WIRELESS SERVICES
FOR PROBATION AND COURT SERVICES
(Contract Total Amount: $33,920.00)

WHEREAS, Section 4.2 of the Governmental Joint Purchasing Act authorizes the County of DuPage to procure personal property, supplies and services under any contract let by the State pursuant to lawful procurement procedures notwithstanding the requirements of Section 5-1022 of the Counties Code; and

WHEREAS, the DuPage County Procurement Ordinance OFI-005B-99, Art. 4, Sec. 4-107 permits the County to participate in a cooperative purchasing agreement with the State of Illinois subject to certain limitations; and

WHEREAS, the Judicial/Public Safety Committee recommends County Board approval for the issuance of a contract purchase order to Cello Partnership d/b/a Verizon Wireless, for cellular & wireless services for Probation and Court Services, in the amount of $33,920.00.

NOW, THEREFORE, BE IT RESOLVED, that the County contract covering said,for cellular & wireless services for Probation and Court Services. This contract covers the period of December 1, 2018 through November 30, 2019, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Cello Partnership d/b/a Verizon Wireless, 1515 E. Woodfield Road, Suite 1400, Schaumburg, IL 60173 for a contract total amount of $33,920.00, per the State of Illinois Cooperative Purchasing Agreement CMS793372P.

Enacted and approved this 13th day of November, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Requisition 25k and over
JPS-P-0303-18

PROCUREMENT REVIEW CHECKLIST
REQUISITION
This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
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<tbody>
<tr>
<td><strong>DATE SUBMITTED</strong></td>
<td>October 25, 2018</td>
</tr>
<tr>
<td><strong>CONTRACT TOTAL AMOUNT</strong></td>
<td>$33,920.00</td>
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<tr>
<td><strong>REQUESTING DEPT.</strong></td>
<td>PROBATION</td>
</tr>
<tr>
<td><strong>CONTRACT TERM</strong></td>
<td>12/1/18 - 11/30/19</td>
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SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Per Cooperative Agreement

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<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
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<td>Completed</td>
<td>10/26/2018 10:55 AM</td>
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<tr>
<td>Sharon Donald</td>
<td>Completed</td>
<td>10/29/2018 12:44 PM</td>
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<tr>
<td>John Schow</td>
<td>Completed</td>
<td>10/29/2018 12:51 PM</td>
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<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>11/01/2018 5:36 PM</td>
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<tr>
<td>Donald Carlsen</td>
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<tr>
<td>Wendi Wagner</td>
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<td>11/02/2018 7:54 AM</td>
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<tr>
<td>James McGuire</td>
<td>Completed</td>
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<td>Tom Cuculich</td>
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<tr>
<td>Technology Committee</td>
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<tr>
<td>County Board</td>
<td>Pending</td>
<td>11/13/2018 10:00 AM</td>
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</table>
**Purchase Requisition**  
**Procurement Services Division**

### Send Purchase Order To:  
Vendor: Verizon Wireless  
Vendor #: 10597  
Attn: Alice Engle  
Email: Alice.Engle@verizonwireless.com  
Address: 1 Verizon Way  
City: Basking Ridge  
State: NJ  
Zip: 07920-1097  
Phone: 217-836-9229

### Send Invoices To:  
Vendor: Verizon Wireless  
Vendor #: 10597  
Attn: Sarah Godzicki  
Email: sarah.godzicki@dupageco.org  
Address: 421 N. County Farm Road  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-407-5037

### Send Payments To:  
Vendor: Verizon Wireless  
Vendor #: 10597  
Attn: Sharon Donald  
Email: sharon.donald@dupageco.org  
Address: 421 N. County Farm Road  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-407-8413

### Ship To:  
Vendor: Verizon Wireless  
Vendor #: 10597  
Attn: Sharon Donald  
Email: sharon.donald@dupageco.org  
Address: 421 N. County Farm Road  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-407-2502

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<th>Item Detail (Product #)</th>
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<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extensor</th>
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</table>

**Requisition Total**: $33,920

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

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

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

Procurement Services Division

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

Vendor: Celco Partnership dba Verizon Wireless
Vendor #: 10597

Dept: Probation & Court Services
Contact: Sharon Donald

Contract Term: 12/1/2018-11/30/2019
Contract Total: $33,920.00

Description of Procurement/ Scope of Work/ Background: Provide wireless services including basic cellular, smartphones, wireless data and push to talk features. Replace, upgrade and obtain new wireless equipment and accessories.

Reason for Procurement: To provide wireless service and equipment for the Probation Department for FY 2019.

FUNDING SOURCE

☑ Procurement budgeted for (FY and budget code(s)): 1400-6120-53260
☐ 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)
☐ Under Government Joint Purchasing Act (30ILCS525) select one below

☐ State of Illinois - Master Contracts # CMS793372P
☐ 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)

KBT  12/7  Oct 16, 2018  SAD  8/23  Oct 16, 2018
Prepared By  Date  Recommended for Approval  Date  IT Approval, if required  Date

REVIEWED BY (Initials Only)

Buyer  10/31/18  Procurer Officer  10-31-18
Date  Date

Chief Financial Officer  11-2-18  Chairman's Office  10-31-18
(Decision Memos Over $25,000)  Date  (Decision Memos Over $25,000)  Date

Packet Pg. 294
# 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:</th>
<th>Probation &amp; Court Services</th>
<th>Department Contact: Sharon Donald</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:Sharon.Donald@dupageco.org">Sharon.Donald@dupageco.org</a></td>
<td>Contact Phone: 630-407-8413</td>
</tr>
<tr>
<td>Vendor Name:</td>
<td>Cellco Partnership dba Verizon Wireless</td>
<td>Vendor #: 10597</td>
</tr>
</tbody>
</table>

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

Approve a procurement for wireless services including basic cellular voice, smartphones, wireless data and push to talk features for the department with Verizon Wireless using the State of Illinois Master Contract # CMS793372P in the amount of $33,920.00.

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

This contract provides cell phones to Probation Officers out in the field and serves as a safety resource.

**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.

Providing wireless communication is essential for staff to communicate with each other and provide access to their probationers while out in the field.

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

This contract is with the State of Illinois Master Contract #CMS793372P.

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

Staff recommends securing a contract to purchase cellular phone services through the Illinois Master Contract for Verizon Wireless.

**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.

Funds have been identified in FY2019 budget to encumber for the amount of $33,920.
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

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

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

______________________________
Todd Loccisano

Title
Executive Director - Contract Mgmnt

Date

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
AMENDMENT TO RESOLUTION JPS-P-0028-18
ISSUED TO PUBLIC SAFETY DIRECT TO FURNISH
AND INSTALL NEW EQUIPMENT IN THE SHERIFF’S VEHICLES
(INCREASE CONTRACT $60,000 46.15%)

WHEREAS, Resolution JPS-P-0028-18, was approved and adopted by the County Board on February 13, 2018; and

WHEREAS, the Judicial/Public Safety Committee, recommends changes as stated in the Change Order Notice to increase purchase order 3068-0001 SERV in the amount of $60,000.00 for the Sheriff’s Office.

NOW, THEREFORE BE IT RESOLVED that the County Board adopts the Change Order Notice dated October 23, 2018 to purchase order 3068-0001 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 encumbrance in the amount of $60,000.00 for the Sheriff’s Office resulting in an amended amount not to exceed $190,000.00.

Enacted and approved this 13th day of November, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

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

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 3068-0001</th>
<th>Original Purchase Order Date: 2/13/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change Order #: 1</td>
<td>Change Order #: Vender #: 14308</td>
</tr>
<tr>
<td>Department: Sheriff's Office</td>
<td></td>
</tr>
<tr>
<td>Vendor Name: Public Safety Direct</td>
<td></td>
</tr>
<tr>
<td>Dept Contact: Colleen Zbilski</td>
<td></td>
</tr>
</tbody>
</table>

Background and/or Reason for Change Order Request:
Furnish, install new equipment and maintain sheriff vehicle equipment. Add $60,000.00 to line 2-1000-1160-54110-44400 for installation on new sheriff vehicles. ($80,000.00 to $190,000)

IN ACCORDANCE WITH 720 ILCS 5/33E-9

| A | Starting contract value                    | $130,000.00 |
| B | Net $ change for previous Change Orders   |             |
| C | Current contract amount (A + B)           | $130,000.00 |
| D | Amount of this Change Order               | $60,000.00  |
| E | New contract amount (C + D)               | $190,000.00 |
| F | Percent of current contract value this Change Order represents (D / C) | 46.15% |
| G | Cumulative percent of all Change Orders (B + D / A): (60% maximum on construction contracts) | 46.15% |

INCREASE/DECREASE

<table>
<thead>
<tr>
<th>DECISION MEMO NOT REQUIRED</th>
</tr>
</thead>
</table>

- Cancel entire order
- Close Contract
- Contract Extension (29 days)
- Consent Only

<table>
<thead>
<tr>
<th>DECISION MEMO REQUIRED</th>
</tr>
</thead>
</table>

- 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) CZ Phone Ext 2122 Date 2/22/17
Recommended for Approval (Initials) CZ Phone Ext 2122 Date 10/23/18
REVIEWED BY (Initials Only)

Buyer 10-29-18
Procurement Officer

Chief Financial Officer (Decision Memos Over $25,000) 10-30-18
Chairman's Office (Decision Memos Over $25,000)
**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>

**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 line 2 (1000-1160-54110-4400) of the contract $60,000.00 to cover invoices for installation on the 13 new Sheriff vehicles and transport van purchased this year.

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

We purchased 13 new Sheriff vehicles and 1 transport van this year and need equipment installation in them.

**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 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.

Add $60,000.00 to line 2 (1000-1160-54110-4400)
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

2. None (check here) - If no contributions have been made

3. 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.

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

Signature on File

Printed Name: MARK WOZELICH
Title: PRESIDENT
Date: 1/22/17

Page 1 of 1 (total number of pages)
WHEREAS, Resolution JPS-P-0380-17 was approved and adopted by the County Board on September 26, 2017, and

WHEREAS, Resolution JPS-P-0380A-17, was approved and adopted by the County Board on August 28, 2018, increasing the contract in the amount of $15,000 that amended the original contact in the amount of $58,635.60, an increase of 34.38%; and

WHEREAS, the Judicial/Public Safety Committee recommends changes as stated in the Change Order Notice to County Contract 2765-0001-SERV issued to Sentinel Offender Services LLC, to provide court ordered GPS device or Electronic Monitoring Services to juveniles and indigent adult offenders and their victims, for the DuPage County Probation and Court Services, to increase the contract $12,532.41, resulting in an amended contract total amount of $71,168.01.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopt the Change Order Notice to County Contract #2765-0001-SERV, in the amount of $12,532.41 for Probation and Court Services, resulting in an amended contract total amount of $71,168.01.

Enacted and approved this 13th day of November, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ________________
PAUL HINDS, COUNTY CLERK
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Date: Oct 24, 2018

Vendor Name: Sentinel Offender Services, LLC
Vendor #: 13392
Dept Contact: Sharon Donald

Background and/or Reason for Change Order Request:
1) Change order to increase Line 4 by $12,532.41 to payout final invoices and close out PO.
2) New vendor address effective November 1, 2018 - 1290 North Hancock Street, Suite 103, Anaheim, California 92807.

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

<table>
<thead>
<tr>
<th>A</th>
<th>Starting contract value</th>
<th>$43,635.60</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$58,635.60</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td>$12,532.41</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$71,168.01</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>21.37%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A; 60% maximum on construction contracts)</td>
<td>63.10%</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

- (A) Cancel entire order
- (B) Close Contract
- (C) Contract Extension (29 days)
- (D) Consent Only

- (A) Change budget code from: ________ to: ________
- (B) Increase/Decrease quantity from: ________ to: ________
- (C) Price shows: ________ should be: ________
- (D) Decrease remaining encumbrance and close contract

DECISION MEMO REQUIRED

- (A) Increase (greater than 29 days) contract expiration from: ________ to: ________
- (B) Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- (C) Funding Source ________

OTHER - explain below:

Prepared By (Initials): 8411 Phone Ext: Oct 24, 2018 Date: SAD 8413 Phone Ext: Oct 24, 2018

Reviewed By (Initials Only):

Buyer: 10-30-18 Date: Procurement Officer: 10-29-18 Date

Chief Financial Officer: 10-30-18 Date: Chairman's Office (Decision Memos Over $25,000): 10-31-18 Date

Attachment: Sentinel Offender - Change Order (17-18-1028: Sentinel Offender Services, LLC)
Requisition under 25k dollars

2018-262
Requisition under 25k dollars

2018-262

PROCUREMENT REVIEW CHECKLIST
REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
<th>SHERIFF'S OFFICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 23, 2018</td>
<td>$6,650.00</td>
<td></td>
<td>SHERIFF'S OFFICE</td>
<td></td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

- Bernadette Mason
  - Completed 10/25/2018 8:14 AM
- Colleen Zbilski
  - Completed 10/25/2018 8:16 AM
- Kathy Ostrowski
  - Completed 10/25/2018 8:35 AM
- Jennifer A. Sinn
  - Completed 10/26/2018 12:44 PM
- James McGuire
  - Completed 10/29/2018 5:54 PM
- Paul Rafac
  - Completed 10/30/2018 12:41 PM
- Kathy Ostrowski
  - Completed 11/01/2018 3:38 PM
- Judicial/Public Safety Committee
  - Completed 11/06/2018 8:15 AM
## Purchase Requisition
### Procurement Services Division

### Send Purchase Order To:
- **Vendor:** Griffon Systems, Inc.
  - **Vendor #:**
- **Attn:** Paul Grefenstette
  - **Email:** paul@griffonsys.com
- **Address:** 747 N. Church Road #F6, Elmhurst, IL, Zip: 60126
- **Phone:** 630-607-0346

### Send Invoices To:
- **Attn:** Colleen Zbilski
  - **Email:** colleen.zbilski@dupagesheriff.org
- **Address:** 501 N County Farm Rd, Wheaton, IL, Zip: 60187
- **Phone:** 630-407-2072

### Send Payments To:
- **Vendor:** Griffon Systems, Inc.
  - **Vendor #:**
- **Attn:** Accounts Receivable
  - **Email:** paul@griffonsys.com
- **Address:** 747 N. Church Road #F6, Elmhurst, IL, Zip: 60126
- **Phone:** 630-607-0346

### Ship To:
- **Dept:** DuPage County Sheriff's Office
  - **Division:** IT
- **Attn:** Aaron Jacobs
  - **Email:** aaron.jacobs@dupagesheriff.org
- **Address:** 501 N County Farm Rd, Wheaton, IL, Zip: 60187
- **Phone:** 630-407-2072

### Payment Terms
- **PER 50 ILCS 505/1**
  - **Use for:**
    - PO25 only
    - PO25 only

### F.O.B.
- **PO 20 Delivery Date**
- **Requisition Number**

### Requisition Total

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>N/A</td>
<td>Avigilon HDNVR 12TB 1U Server</td>
<td>18</td>
<td>1000</td>
<td>1/40</td>
<td>54100</td>
<td>4400</td>
<td>5,500.00</td>
<td>5,500.00</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td>N/A</td>
<td>Installation/Integration</td>
<td>18</td>
<td>1000</td>
<td>1/40</td>
<td>54100</td>
<td>4400</td>
<td>1,150.00</td>
<td>1,150.00</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):

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

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

### Form Details
- **Vendor:** Griffon Systems, Inc
- **Vendor #:** 14163
- **Contract Term:** N/A
- **Contract Total:** $6,650.00
- **Dept:** Sheriff's Office
- **Contact:** Aaron Jacobs
- **Phone:** 630-915-7003
- **Assigned Committee:** JPS

### Description of Procurement/Scope of Work/Background
Upgrade current Detective Interview recording system to allow for more space and updated hardware

### Reason for Procurement
The current system doesn't have the space required to store interviews long enough. It is also near end of life.

### FUNDING SOURCE
- Procurement budgeted for (FY and budget code(s)): 1000-1160-54100-4400
- Add'l Information

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

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

### PREPARED BY AND APPROVED (Initials Only)
- **Prepared By:** [Signature]
- **Date:** Oct 12, 2018
- **Recommended for Approval:** [Signature]
- **Date:** 10-29-18
- **IT Approval, if required:** [Signature]
- **Date:** 10-29-18

### REVIEWED BY (Initials Only)
- **Buyer:** [Signature]
- **Date:** 10-29-18
- **Procurement Officer:** [Signature]
- **Date:** 10-29-18
- **Chief Financial Officer:** [Signature]
- **Date:** 10-20-18
- **Chairman's Office:** [Signature]
- **Date:** 10-29-18

---

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

---

# JUSTIFICATION FOR SOLE SOURCE

(PLEASE COMPLETE AND ATTACH TO PURCHASE REQUISITION)

<table>
<thead>
<tr>
<th>REQUISITION #</th>
<th>DEPARTMENT</th>
<th>Sheriff's Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>MANUFACTURER</td>
<td>PRODUCT #</td>
<td></td>
</tr>
<tr>
<td>Avigilon</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

An upgrade of our current detective interview system (older system is EOL and doesn't have space to meet our needs any longer. Griffon Systems is the company that installed all of the equipment (microphones, wiring, server/dvr, cameras, activation switching in each interview room and monitoring room) and maintains it twice yearly through service contracts renewed. This is an upgrade to what we currently have, and should be done by the company that built our infrastructure.

**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 manufacturers product can be used)
- [ ] the software manufacturer (and sole maintenance/update provider)
- [x] other – (please detail below or in an attachment)

Griffon Systems is the company that installed all of the equipment (microphones, wiring, server/dvr, cameras, activation switching in each interview room and monitoring room) and maintains it twice yearly through service contracts renewed. They have done all work on this system since it's come into the office.

**REQUESTED SOURCE**

<table>
<thead>
<tr>
<th>Griffon Systems, Inc.</th>
<th>CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paul Grefenstette</td>
<td></td>
</tr>
</tbody>
</table>

**PHONE**

630-607-0346

**WEBSITE**

http://securitycamerachicago.net

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

They built the entire infrastructure for our interview video evidence system. We want to upgrade their system to a newer, larger solution.

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

Yes.

**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)

We need the vendor that created our infrastructure for this very important system, and the vendor that services it, to do the upgrade to the system. We can't rely on another vendor that doesn't know the infrastructure.

**Signature on File**

10/12/18

**Signature on File**

10-29-18

**DEPARTMENT APPROVAL**

**DATE**

**PURCHASING REVIEW**

**DATE**
Required Vendor Ethics Disclosure Statement

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

<table>
<thead>
<tr>
<th>Company Name: Griffon Systems, Inc</th>
<th>Company Contact: Paul Grefenstein</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 630-607-0346</td>
<td>Contact Email: <a href="mailto:paul@griffonsys.com">paul@griffonsys.com</a></td>
</tr>
</tbody>
</table>

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

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

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</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>
<tbody>
<tr>
<td></td>
<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>
<td></td>
<td></td>
<td></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/](http://www.dupageco.org/CountyBoard/Policies/)

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

Authorized Signature

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paul Grefenstein</td>
<td>President</td>
<td>Oct 12, 2018</td>
</tr>
</tbody>
</table>

Signature on File

Attach additional sheets if necessary. Sign each sheet and number each page. Page ___ of ___ (total number of pages)

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

Rev 1.1 4/1/16
Requisition under 25k dollars

2018-263
PROCUREMENT REVIEW CHECKLIST
REQUISITION
This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 22, 2018</td>
<td>$23,920.00</td>
<td></td>
</tr>
</tbody>
</table>

REQUESTING DEPT. | CIRCUIT COURT CLERK

SOLICITATION METHOD FOR SOURCE SELECTION

<table>
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<td>James McGuire</td>
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<tr>
<td>Paul Rafac</td>
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<td>Kathy Ostrowski</td>
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<td>11/06/2018 8:15 AM</td>
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</table>
**Purchase Requisition**
**Procurement Services Division**

---

**Send Purchase Order To:**
- **Vendor:** Bradford Systems  
  **Vendor #:** 10130
- **Attn:** Dave Bradford  
  **Email:** purchaseorders@bradfordsystems.com
- **Address:** 430 Country Club Drive
- **City:** Bensenville  
  **State:** IL  
  **Zip:** 60106
- **Phone:** 800-696-3453  
  **Fax:**

**Send Payments To:**
- **Vendor:** Bradford Systems  
  **Vendor #:**
- **Attn:** Dave Bradford  
  **Email:** dave@bradfordsystems.com
- **Address:** 430 County Club Drive
- **City:** Bensenville  
  **State:** IL  
  **Zip:** 60106
- **Phone:** 800-696-3453  
  **Fax:**

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

**Ship To:**
- **Dept:** Circuit Court Clerk  
  **Division:** Support Services
- **Attn:** Robert Keltner  
  **Email:** robert.keltner@18thjudicial.org
- **Address:** 505 N County Farm Rd
- **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187
- **Phone:** 630-407-8580  
  **Fax:**

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

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

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**Item Detail**

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<th>Description</th>
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<th>Acc #</th>
<th>Sub-Accts and/or Activity #</th>
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**Requisition Total:**  
$ 23,920.00

**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):

---

**Packet Pg. 311**
## Procurement Review Checklist

### Procurement Services Division

**This form must accompany all Purchase Order Requisitions**

**Attach Required Vendor Ethics Disclosure Statement**

### Vendor Information

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor #</th>
<th>Contract Term</th>
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<tr>
<td>Bradford Systems</td>
<td>10130</td>
<td></td>
<td>$23,920.00</td>
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</table>

### Vendor Details

- **Dept:** Circuit Court Clerk
- **Contact:** Robert Keltner
- **Phone:** 630-407-8580

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

- We are renovating and converting our electronic shelving units to mechanical assist units.

### Reason for Procurement

- Our electronic shelving units are old and worn out plus parts or no longer available. Instead of replacing the units we can convert them into manual shelving units.

### FUNDING SOURCE

- Procurement budgeted for (FY and budget code(s)): 19-1400-6730 30-53370

### DECISION MEMO NOT REQUIRED

- LOWEST RESPONSIBLE QUOTE # or BID #
- RENEWAL, Enter Bid #
- Sole Source per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

  - Company that installed and service units will do the conversion of the units

### DECISION MEMO REQUIRED

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS5525)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # (include Evaluation Summary if applicable)
- RENEWAL OF RFP #
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-10B) 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>
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<tr>
<th>Prepared By</th>
<th>Recommended for Approval</th>
<th>IT Approval, if required</th>
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<tr>
<td>mlh</td>
<td>Oct 19, 2018</td>
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### REVIEWED BY (Initials Only)

<table>
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<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
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<table>
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<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
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<td>(Decision Memos Over $25,000)</td>
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</table>
DuPage Circuit Clerk
System Conversion

Prepared for:
Robert Keltner

DuPage County
505 North County Farm Road
Wheaton, ID 60187

Submitted by:
Dave Bradford
847.344.8989
dave@bradfordsystems.com

October 18, 2018
BSC Project #28706

Bradford Systems Corporation is a qualified National IPA Contract provider and is
proposing the following Spacesaver equipment and related services benchmarked against:
Contract # P15-150-DT
October 18, 2018

Robert Keltner  
DuPage County  
505 North County Farm Road  
Wheaton, ID  60187

Dear Robert:

On behalf of Bradford Systems Corporation, I would like to thank you for the opportunity to present this proposal. The following solution has been designed and tailored to meet your storage needs.

We value the opportunity to present our unique capabilities, and look forward to showing you why thousands of clients over the last 50 years have chosen Bradford Systems Corporation to help them solve their most challenging storage dilemmas.

If you have any questions regarding this proposal or if we can make any changes to better accommodate your needs or requirements, please call me at 847.344.8989.

Again, thank you for your consideration.

Sincerely,

Signature on File

Dave Bradford  
Storage Planner

Bradford Systems Corporation  
430 Country Club Drive  
Bensenville, IL 60106  
(m) 847.344.8989  
dave@bradfordsystems.com

DuPage Circuit Clerk
System Conversion
Project #28706

Materials Required for Renovation & Conversion of 8 Carriages to Mechanical Assist

- (8) – Upper Mechanical Assist Assemblies
- (8) - MA Hardware Kits
- (8) – High Pressure Laminate End Panels with Cardholders
- The 2 lowest shelves on each section must be emptied by others before conversion can begin.

Project Investment:

Mechanical Assist-Conversion-Materials, Delivered & Installed $23,920.00

Signature on File

Accepted By: [signature]

Notes:
1. The above quote is based on the drawings.
2. A non-refundable down payment of one-third (1/3) of the contract, is due upon order. A payment of 1/3 is due upon shipment and 1/3 payment upon completion.
3. This agreement is based on a normal eight hour working day Monday through Friday and no provisions have been made for overtime or shift premium pay. If overtime is required, additional costs will be incurred.
4. Pricing is valid for 30 days.


Page 3

October 18, 2018
DuPage Circuit Clerk
System Conversion
Project #28706

1. Purchase orders should be made out to the following:
   Bradford Systems Corporation
   430 Country Club Drive
   Bensenville, IL 60106

2. Purchase orders may be sent via:
   - Email: purchaseorders@bradfordsystems.com
   - USPS: 430 Country Club Drive, Bensenville, IL 60106
   - Facsimile: (630) 350-3454

3. Please send the following in conjunction with your purchase order:
   - Reference BSC project #28706 on your purchase order
   - Project Information Sheet
   - Signed copy of the proposal and project drawings
**DuPage Circuit Clerk**  
**Project Implementation Information**  
**Project #28706**

### Purchase Order Information:
- **P.O. #:**  
- **Approved by:**

### Project Selections:
- **Laminate End Panels:** (WilsonArt Series 60)

### Delivery Information:
- **Delivery Address:**
- **Delivery Contact Name:**
- **Contact Phone Number:**
- **Truck or Delivery Time Restrictions:**
  - **Delivery Dock:** □ Yes □ No
  - **Freight Elevator:** □ Yes □ No

### Order Acknowledgement/Billing Information:
- **Order Acknowledgement Required?** □ Yes □ No
- **Billing Address:**
- **Billing Contact Name:**
- **Contact Phone Number:**
- **Contact Email Address:**

### Installation Information:
- **Installation Address:**
- **Floor/Room:**
- **Requested Installation Date:**
- **Move Date:**
- **Construction Schedule Available:** □ Yes □ No
- **Client Provided Dumpster Available:** □ Yes □ No
- **Are There Security Requirements:** □ Yes □ No
- **Parking: Permission/Permits:** □ Yes □ No
- **Certificate of Insurance Required:** □ Yes □ No
- **General Contractor Name/Phone:** □ Yes □ No
STANDARD TERMS AND CONDITIONS

1. **GENERAL:** These terms and conditions shall apply to sales from Bradford Systems Corporation to Buyer and to any quotation by Bradford Systems Corporation for sales. These terms and conditions shall not be superseded by any terms and conditions in Buyer's order except as otherwise specifically agreed in writing executed by all parties to this agreement. The paragraph headings contained herein are for purposes of reference only and are not to be considered in the interpretation of any clauses contained herein. This agreement may be executed in counterpart and a copy of this agreement shall be as binding as is the original.

2. **ENGINEERING:** The proposal drawings and/or specifications of any quotation are confidential engineering data, and represent Bradford Systems Corporation investment in engineering skill and development, and remain the property of Bradford Systems Corporation. Such are submitted with the understanding that the information will not be disclosed or used in any manner detrimental to Bradford Systems Corporation. All specifications and dimensions of proposal drawings are approximate, and are subject to changes during detailed engineering.

3. **SURVEYS, PERMITS AND REGULATIONS:** Buyer shall procure and pay for all permits and/or inspections required by any governmental authority for any part of the work performed by Bradford Systems Corporation, except as otherwise stated.

4. **PAYMENT:** This system has been specially designed and will be specially manufactured for the Buyers unique requirements. A non-refundable down payment of one-third (1/3) of the contract is due upon order. A payment of 1/3 is due upon shipment and 1/3 payment upon completion. One and one-half (1-1/2) percent interest per month will be charged on any unpaid balance after thirty (30) days. If the installation is not entirely complete upon final invoicing, a holdback of reasonable value is allowed without incurring interest charges. A 4% convenience fee will be applied to all orders paid with a credit card.

5. **TAXES:** All applicable sales taxes, as required by law, will be billed, unless Bradford Systems Corporation has a current Tax Exempt Letter or Resale Certificate on file.

6. **EXPIRATION DATE:** Pricing is valid for thirty (30) days. After thirty days, a new proposal and revised pricing may be required.

7. **CANCELLATION:** On all canceled orders, Buyer shall compensate Bradford Systems Corporation for its performance, commitments and damage as follows; Buyer shall pay Bradford Systems Corporation a cancellation fee not to exceed the original purchase price.

8. **CHANGE ORDERS:** Should the Buyer order changes or additions to the work, such orders and adjustments shall be made in writing to Bradford Systems Corporation utilizing Bradford’s formal change order document. The contract price and installation/delivery fees shall be adjusted according to the changes in the work specified in the change order.

9. **INSURANCE:** Bradford Systems Corporation's employees who enter Buyer's premises will have Workmen's Compensation coverage in statutory limits and Bradford Systems Corporation's automobiles will be covered by Public Liability and Property Damage Insurance.

10. **DELIVERY:** Installation or delivery date is approximate. Bradford Systems Corporation shall not be liable for delays in or failures of delivery due to changes requested by Buyer, or causes beyond its control. If shipment is delayed at the request of Buyer, payment shall be made by Buyer as though shipment had been made as specified and for any expenses incurred by Bradford due to Buyer's request in delaying shipment.

11. **STORAGE:** If product is stored for more than thirty (30) days at Bradford Systems Corporation due to delays in delivery caused by buyer, Bradford will charge buyer at the rate of 1% of buyer's invoice per month pro-rated daily.

12. **DAMAGE:** After product arrival at site, any loss or damage by weather, other trades, fire or other elements, shall be the responsibility of the Buyer. The Buyer agrees to hold Bradford System Corporation harmless for loss for such reasons.

13. **BUYER RECEIVING:** If the Buyer receives product for any reason, the Buyer is responsible for checking the product during off-load and noting on the packing slip any damage or possible damage and notifying Bradford Systems Corporation immediately. If Bradford does not receive a written notice and copy of the packing slip within twenty-four (24) hours, the Buyer agrees to pay any additional replacement product and delivery costs if a freight claim cannot be awarded.

14. **SITE CONDITIONS:** Buyer shall provide Bradford Systems Corporation with a free and clear construction site. Buyer shall remove all material and/or construction from the area. Buyer will furnish Bradford with adequate electrical power to operate tools required for the installation.

15. **UNLOADING, SPOTTING AND STORAGE:** Buyer shall provide Bradford Systems Corporation with adequate unloading facilities and sufficient access to same to insure Bradford's efficient unloading procedure. Adequate aisles shall be provided by the Buyer to provide efficient handling of the materials from the unloading of storage area to construction site.
16. **COMMENCEMENT OF INSTALLATION:** Bradford Systems Corporation will not be obligated to commence work at job site until receipt of written notice from Buyer that Buyer's building is ready for use and necessary utilities and equipment are supplied thereto.

17. **COMPLETION:** Installation shall be deemed completed upon acceptance or use of any equipment by Buyer.

18. **OVERTIME:** This agreement is based on a normal eight hour working day Monday through Friday and no provisions have been made for overtime or shift premium pay. If overtime is required, additional costs will be incurred.

19. **TESTING:** All material and equipment for testing the installation shall be provided at Buyer's expense. At the time when Bradford Systems Corporation states to the Buyer that the work is complete, the Buyer will inspect the work and if the work is in conformity with the terms and provisions of the proposal, the Buyer shall accept the same and deliver to Bradford a signed statement of acceptance. If the Buyer declines to sign such a statement, then the Buyer shall immediately inform Bradford in writing of the reasons for such declination. If the Buyer fails to so notify Bradford of if the Buyer fails to make such inspection the work shall be conclusively deemed to have been accepted by the Buyer.

**PROJECT TERMS AND CONDITIONS**

1. **FLOOR COVERING:** If Bradford Systems Corporation is not the contractor for the installation of the floor covering, Buyer's floor covering contractor is responsible for coordinating floor covering installation after Bradford installs system rail and floor.

2. **FLOOR LOADING:** Buyer is responsible for the load bearing capacity of the floor upon which the proposed installation shall be constructed. Floor load data that applies to the project is subject to interpretation by a certified structural engineer. BSC is providing reference data for determining load and distribution conditions. Floor load and considerations are to be reviewed and evaluated by a qualified engineer. It is the responsibility of client to have this system approved for the floor loading if needed. If media weight is unknown; we recommend a sample weight be verified in the field.

3. **FLOOR DRILLING:** Buyer is responsible to notify Bradford Systems Corporation of any electrical or other obstructions located in the floor and Buyer is responsible for relocating said obstructions at Buyer’s expense. Anchoring and/or hammer drilling may be required to which it is the Buyers responsibility to notify Bradford if there are any building restrictions on when this work may be performed.

4. **SEISMIC:** Buyer is responsible for determining if a seismic evaluation is necessary at which Bradford Systems Corporation will provide all equipment information for a seismic evaluation by an engineer if applicable.

5. **FIRE CODE:** Fire code typically requires an 18” minimum clearance between installed height of shelving system and any sprinkler system. It is the Buyer’s responsibility to verify that the proposed shelving system height meets this requirement prior to the placement of purchase order.

6. **SPACESAVER WARRANTY:** A 5-year standard warranty and 1-year scheduled maintenance are included with your installation. Extended warranty and maintenance agreements are available upon request.

7. **SPACESAVER SYSTEM TRAINING & ORIENTATION:** Bradford Systems Corporation offers training to all potential users to insure safe and efficient system operation upon the Buyer’s request.

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**COPYRIGHT:** Copyright © Bradford Systems Corporation. This material is proprietary and confidential. The disclosure reproduction by photography, film, blueprint or otherwise or incorporation into any information retrieval system without first receiving written approval from Bradford System Corporation is expressly prohibited by law.
Required Vendor Ethics Disclosure Statement

Date: Oct 19, 2018

Company Name: Bradford Systems Corporation
Company Contact: David Bradford
Contact Phone: 847-344-8989
Contact Email: dave@bradfordsystems.com

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

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

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.

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

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

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

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

Authorized Signature

Printed Name
David Bradford

Title
Principal

Date
10/19/18

SIGNATURE ON FILE

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
October 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 September 30, 2018.

Sincerely,

JEFFREY R. YORK
Public Defender of DuPage County

JRY/mb
encl.
## 2018 Public Defender's Office Appointments

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<td>APR.</td>
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<td>2018 Average Monthly Felony Cases</td>
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<td>256</td>
<td>279</td>
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<td>256</td>
<td>279</td>
<td>153</td>
<td>154</td>
<td>163</td>
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<td>MAR.</td>
<td>APR.</td>
<td>MAY</td>
<td>JUNE</td>
<td>JULY</td>
<td>AUG.</td>
<td>SEPT.</td>
<td>OCT.</td>
<td>NOV.</td>
<td>DEC.</td>
<td>TOTAL</td>
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<tr>
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<td>132</td>
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<td>149</td>
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<td>132</td>
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