DU PAGE COUNTY
DU PAGE COUNTY BOARD
FINAL AGENDA

November 13, 2018  Regular Meeting  10:00 AM

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

Chairman
Daniel Cronin

District 1
Dino Gavanes
Donald Puchalski
Sam Tornatore

District 2
Elizabeth Chaplin
Peter DiCianni
Sean Noonan

District 3
Gary Grasso
Greg Hart
Brian Krajewski

District 4
Grant Eckhoff
Tim Elliott
Amy Grant

District 5
Janice Anderson
James Healy
Tonia Khouri

District 6
Robert Larsen
Kevin Wiley
James Zay

County Administrator - Thomas Cuculich
Deputy County Administrator - Sheryl Markay
1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. INVOCATION
   A. Pastor Phil Wood - Fellowship Church of Carol Stream

4. ROLL CALL

5. CHAIRMAN'S REPORT
   A. Small Business Saturday proclamation
   B. DuPage Airport Financial Reporting Award proclamation
   C. Illinois Sustainability Award
   D. Pace Budget Presentation

6. PUBLIC COMMENT

7. CONSENT ITEMS
   A. 2018-19 Approval of Committee Minutes: 10/2 - Environmental, 10/09 - Finance, Technology, 10/16 - Health & Human Services, Judicial & Public Safety, Public Works, Transportation
   B. Minutes -- County Board Minutes - 9/25/18
   C. Minutes -- County Board Minutes - 10/9/18
   D. Payment of Claims -- 10/23/2018 Paylist
   E. Payment of Claims -- 10/26/18 Paylist
   F. Payment of Claims -- 10/30/18 Paylist
   G. Payment of Claims -- 11/02/2018 Paylist
   H. Payment of Claims -- 11/6/18 Paylist
   I. Wire Transfers -- 11/01/2018 Wire Transfer
   J. Wire Transfers -- 11/06/2018 Wire Transfer
   K. Consent Item -- Consent Agenda 11/13/2018

8. COUNTY BOARD - ZAY
Committee Update

A. CB-R-0949-18 RESOLUTION -- 2019 County Board Meeting Schedule

B. CB-R-0950-18 RESOLUTION -- Appointment of Michael R. Konewko as DuPage County Hearing Officer- Admin. Adjudication Program

9. FINANCE - LARSEN

Committee Update

A. 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

B. 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

C. 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

D. FI-R-0928-18 RESOLUTION -- Acceptance and Appropriation of Additional Funding for the Low Income Home Energy Assistance Program (LIHEAP) ComEd Rate Relief Program Grant FY18 Company 5000 – Accounting Unit 1500 – $15,000

E. FI-R-0929-18 RESOLUTION -- Acceptance and Appropriation of Additional Funding for The Forty-Fourth (44th) Year Community Development Block Grant FY18, Company 5000 - Accounting Unit 1440, $364,559.00

F. FI-R-0930-18 RESOLUTION -- Acceptance and Appropriation of Additional Funding for The Thirty-first (31st) Year Emergency Solutions Grant FY18 Company 5000 - Accounting Unit 1470 $4,731.00

G. FI-R-0931-18 RESOLUTION -- Acceptance and Appropriation of Additional Funding for The Twenty-Seventh (27th) Year Home Investment Partnership Grant FY18 Company 5000 - Accounting Unit 1450 $543,336.00

H. FI-R-0932-18 RESOLUTION -- Acceptance and Appropriation of the DuPage Care Center Foundation - Recreation Therapy Grant FY19 Company 5000 – Accounting Unit 2120 $18,000

I. FI-R-0936-18 RESOLUTION -- Budget Transfers 11-13-2018 Budget Transfers Various Companies and Accounting Units

J. FI-R-0937-18 RESOLUTION -- Additional Appropriation for the Special Service Area #35 - Lakes of Royce Renaissance Capital Project Fund, Company 6100, Accounting Unit 2710 - $493,366
K. FI-R-0295-17 RESOLUTION -- FI-R-0295A-17 Revision to FI-R-095-17 - 2018 Holiday Schedule

L. FI-R-0948-18 RESOLUTION -- Placing Names on Payroll

M. FI-O-0074-18 ORDINANCE -- Dissolving the Highland Hills Sanitary District

10. DEVELOPMENT - TORNATORE

   Committee Update

   Regulatory Services

   A. Action Item -- T-1-18 (a) Text Amendments to the DuPage County Zoning Ordinance: Adding to all Residential Sections language relative to accessory uses and structures relating to solar and wind energy: Sections 37-701.1; 37-702.1; 37-703.1; 37-704.1; 37-705.1; 37-706.1; 37-707.1 ZBA Vote (to approve) 6 Ayes, 0 Nays 1 Absent DuPage County Development Committee Vote (to approve) 5 Ayes, 0 Nays 1 Absent

11. ENVIRONMENTAL - GRANT

   Committee Update

   A. EN-P-0311-18 Recommendation for the approval of a contract purchase order to SCARCE, for environmental education services, for the Department of Building & Zoning, for the period 12/1/18 - 11/30/19 for contract total amount of $136,500. 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).

12. ETSB - GRASSO

   Committee Update

   A. ETS-R-0935-18 RESOLUTION -- Resolution to Approve the Intergovernmental Agreement Between the County of DuPage, Illinois on behalf of the Emergency Telephone System Board and the Village of Addison for the Reimbursement of Consolidate Costs (Total Amount: $506,859.00)

13. HEALTH & HUMAN SERVICES - HART

   Committee Update

   A. HHS-P-0305-18 Recommendation for the approval of a contract purchase order to Cellco Partnership dba Verizon Wireless for Cellular and Wireless Services for the Senior Services Staff while they are in the field, for the period October 1, 2018 through November 30, 2019, for a contract total amount not to exceed $45,072.00. Contract pursuant to the Governmental Joint Purchasing Act. (State of Illinois Contract #CMS793372P) (Grant Funded PY19 $45,072.00)
B. HHS-P-0306-18 Intergovernmental Agreement Between DuPage County and PACE Suburban Bus Service for Para-transit Services to Eligible Seniors, for the period of August 1, 2018 through September 30, 2019, for a contract total not to exceed $42,971.00, per Intergovernmental Agreement. (Grant Funded)

C. HHS-P-0307-18 Recommendation for the approval of a contract purchase order to Family Shelter Services, Inc., to provide Advocacy Services to Victims of Domestic Violence. This contract covers the period of December 1, 2018 through November 30, 2019 for Community Services, for a contract total amount not to exceed $85,000.00; 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).

D. HHS-P-0308-18 Recommendation for the approval of a contract purchase order to Medline Industries, Inc., for various linens, for the DuPage Care Center, for the period December 1, 2018 through November 30, 2019, for a contract total not to exceed $44,817.20, per low bid #18-193-CARE (This bid was split between 2 vendors - these 7 out of 13 items bid were the lowest for Medline Industries, Inc.)

E. Change Order -- FI-P-020B-13 - Amendment to Resolution FI-P-020A-13, issued to Toshiba American Business Solutions, Inc., to increase the contract in the amount of $3,730.00, taking the amended contract amount of $239,139.36, resulting in an amended contract total amount not to exceed $242,869.36, an increase of 1.56% (76-0001 SERV)

F. Change Order -- Change Order -- HHS-P-0394A-17 Amendment to Resolution HHS-P-0394-17 (P.O. 2788-0001 SERV) issued to Symbria Rehab, Inc., for Physical, Occupational, Speech and Respiratory Therapy and Consulting Services, for the period to increase contract in the amount of $63,341.00, resulting in an amended contract total amount not to exceed $1,263,341.00, an increase of 5.28%.

G. Change Order -- Change Order -- HHS-P-0431A-17 Amendment to Resolution HHS-P-0431-17, County Contract 2910-0001 SERV, issued to AirGas USA, LLC, to furnish and deliver liquid portable oxygen for the residents at the DuPage Care Center and increase encumbrance in the amount of $3,500.00, resulting in an amended contract total amount not to exceed $35,500.00, an increase of 10.94%.

H. Authorization for Overnight Travel -- Community Services Case Manager Liaison to attend the Ombudsman Level 1 Training in Bloomington, Illinois from November 8, 2018 through November 9, 2018. Expenses to include transportation, lodging, and per diem for approximate total of $305.00. Seniors grant funded 5000-1720.

14. JUDICIAL/PUBLIC SAFETY - ECKHOFF

Committee Update

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. 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.

C. 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.

D. 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).

E. 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.

F. 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).

G. 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).

H. 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.
I. JPS-P-0302-18 Recommendation for the issuance of a contact 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.

J. 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.

K. 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%.

L. 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)

15. PUBLIC WORKS - HEALY
   Committee Update
   A. FM-R-0927-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the Illinois Workers’ Compensation Commission, for use of space at the JTK Administration Building, for Facilities Management, for a monthly lease rate of one thousand six hundred dollars, for the two-year period, December 1, 2018 through November 30, 2020, and a monthly lease rate of one thousand six hundred fifty dollars, for the two year period December 1, 2020 through November 30, 2022
   B. PW-P-0304-18 Recommendation for the approval of a contract purchase order to Insituform Technologies, LLC. for CIPP sanitary sewer lining at various sewer systems within DuPage County, for Public Works Department for a contract total amount not to exceed $175,640.30, per lowest responsible bid #18-175-PW

16. TECHNOLOGY - WILEY
   Committee Update
A. TE-P-0312-18 Recommendation for the approval of a contract purchase order to Cello Partnership d/b/a Verizon Wireless, to provide wireless services including basic cellular voice, smart phones, wireless data and push-to-talk for Information Technology. This contract covers the period of December 1, 2018, through November 30, 2019, for a contract total of $170,000.00. Contract let pursuant to the Governmental Joint Purchasing Act in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act" - State of Illinois - Master Contracts CMS793372P.

B. TE-P-0313-18 Recommendation for the approval of a contract purchase order to CDW Government, Inc. for Microsoft Licensing, for Information Technology, for a total contract amount of $57,076.88. Contract let pursuant to the Governmental Joint Purchasing Act in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act" - State of Illinois - Master Contracts. #CMS 694510

17. TRANSPORTATION - PUCHALSKI

Committee Update

A. DT-R-0918-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the City of Warrenville for improvements along CH53/Diehl Road, from Davis Parkway to Winfield Road, Section 16-00263-02-CH, for an estimated County cost of $130,000.00

B. DT-R-0919-18 RESOLUTION -- Renewal of Membership Agreement between the County of DuPage and JULIE, Inc., for JULIE service for the Division of Transportation and Department of Public Works, for an estimated County Cost of $32,296.47 (Division of Transportation - $19,339.71/ Public Works - $12,956.76)

C. DT-R-0920-18 RESOLUTION -- Delegation of authority for the Director of Transportation/County Engineer to sign certain Illinois Department of Transportation forms

D. DT-R-0921-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the Village of Carol Stream, for mowing along County roads and rights-of-way, for an estimated County cost of $24,120.00, annually for three years

E. DT-P-0275-18 Recommendation for the approval of a contract purchase order to Red Wing Brands of America, Inc., to furnish safety shoes and work boots, as needed for the Division of Transportation, Public Works, Facilities Management, Stormwater and the Care Center, for the period December 1, 2018 through November 30, 2019, for a contract total not to exceed $53,000.00 (Division of Transportation $21,000.00, Public Works $15,000.00, Facilities Management $10,000.00, Stormwater $4,500.00, Care Center $2,500.00); Per renewal option under RFP 17-177-JM, first of three options to renew.

F. DT-P-0291-18 Recommendation for the approval of a contract purchase order to Visu-Sewer of Illinois, LLC, to provide cure in place pipe lining, for the Division of Transportation, for a total contract amount not to exceed $144,160.00, per lowest responsible bid #18-175-PW.
G. DT-P-0292-18 Recommendation for the approval of a contract purchase order to 3M Company, to furnish and deliver sign materials/rolled goods, as needed for the Division of Transportation, for the period November 13, 2018 through October 14, 2019, for a contract total not to exceed $30,000.00. Contract let pursuant to the Governmental Joint Purchasing Act (State of Illinois)

H. DT-P-0293-18 Recommendation for the approval of a contract purchase order to Cellco Partnerships d/b/a Verizon Wireless, for cellular and wireless services, as needed for the Division of Transportation, for the period December 1, 2018 through November 30, 2019, for a contract total not to exceed $57,000.00; Contract let pursuant to the Governmental Joint Purchasing Act (State of Illinois)

I. DT-P-0294-18 Recommendation for the approval of a contract purchase order to DLZ Illinois, Inc., to provide Professional Construction Engineering Services for the DuPage County Central Signal System, Section 17-DCCSS-01-TL, for a contract total not to exceed $409,505.00; Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/et. seq. (County to be reimbursed up to $336,604.00)

J. DT-CO-0007-18 Amendment to County Contract 2706 SERV, issued to Fence Connection, Inc., to furnish, repair and install fencing, as needed for the Division of Transportation, to increase the funding in the amount of $20,000.00, resulting in an amended contract total amount of $40,000.00, an increase of 100%

18. UNFINISHED BUSINESS

19. NEW BUSINESS

20. EXECUTIVE SESSION

A. Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (11) - Pending Litigation

B. Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (2) - Collective Bargaining Matters

21. MATTERS REFERRED FROM EXECUTIVE SESSION

A. FI-R-0951-18 RESOLUTION -- Authorization of Contract With International Union of Operating Engineers, Local 150, Division of Transportation

22. MEETING ADJOURNED

A. This meeting of the September Session is adjourned to Tuesday, November 27 at 10:00 a.m. for the passage of the Property Tax Levy, pursuant to 35 ILCS 200/18-10.
The proceedings of the County Board of DuPage County at a Regular meeting held at the DuPage Center, 421 North County Farm Road, Wheaton, Illinois, on Tuesday, September 25, 2018, at 10:00 A.M.

Meeting called to order with Chairman Cronin presiding.

On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay were present.

Chairman Cronin made the following remarks:

Before we dive into our agenda for today, which includes my annual Budget Address, I do want to update you on a very important issue. As you know, I’ve been immersed in the issue of air quality around the Sterigenics Willowbrook facility, and the emission of ethylene oxide into the environment.

Stack testing at the facility was completed last week on Thursday and Friday under the direction of the Illinois E.P.A. I understand it will be 14-to-21 days before those results are available. But I’m not waiting to take further action.

Later today, I fly to Washington, D.C. so that tomorrow, I can meet with U.S. Environmental Protection Agency officials to press our case and ask for ambient air testing of the Sterigenics facility.

I plan to tell the EPA that until we know the air is safe, Sterigenics should be shut down. I also plan to tell the U.S. E.P.A that we need better communication from the federal and state environmental officials, so that we may have an open, two-way dialogue so that citizens’ questions and concerns are addressed in a timely fashion.

In addition, I’ve asked the DuPage County Health Department to review any potential need for water testing as a result of this situation. As information on that topic and all related topics develops I will share it with you.

Chairman Cronin gave the following Budget address:

Today I present for your consideration the 2019 Budget Proposal for DuPage County Government. This document is the direct result of what I believe has been an extremely collaborative, inclusive and deliberative process. As part of our budget planning, meetings begin over the summer and continue right up until this morning. Finance Chairman Bob Larsen brings a new, welcome enthusiasm and informed perspective to these many discussions. I’m grateful for his dedication, as together, we strive to get the budget right and ensure it meets the needs of
our residents. Vice-Chairman Jim Zay has also played an integral role in our budget process and his input is essential. Thank you.

To Chief Financial Officer Paul Rafac and the finance department staff - Thank you for your experience and dedication. This has been maybe the toughest year we’ve faced yet. Your dedication and diligence never wavers; never flags. We are lucky to benefit from your expertise and your incredible work ethic. Thank you.

I’m not going to sugar coat it. This budget is tough. In some ways, we are at a crossroads. For the past eight years, I’ve asked everyone, department heads and countywide elected officials, to reduce the size and cost of what we do. Due to new challenges and mandates, we have not always been able to reduce the scope of what we do. And I believe the purpose of government, particularly local government, is to provide the means for people to build a safe, sustainable life within their community. Our programs, I believe in many cases, provide Cadillac service at Chevy prices. We can do that because of the ingenuity of our staff and our ability to partner and develop local, state and federal resources. DuPage County is not an island. We will only continue to be successful if we reach across boundaries on behalf of our taxpayers and residents. As we confront difficult financial realities, our partnerships are more vitally important than ever.

This year, each department, each countywide office, will be asked to reduce expenses yet again. But let’s begin with some good news. For Fiscal Year 2019, our budget is balanced at $433.8 million, down almost $6 million from last year. The general fund budget is relatively flat at $179.61 million, a fluctuation of less than 2% over last year’s. Our proposed property tax rate remains flat for the 11th year in a row in DuPage County.

As I indicated, this budget proposal comes on the heels of a year in which the State of Illinois sliced 10% of our local government distributive fund, the money that comes back to us from Springfield. That fund reduction this year is only five-percent, and the new administrative fees imposed by the state have also been reduced. These changes restore hundreds of thousands of dollars. However, our largest cost, year after year is personnel and benefits. While we have managed to keep our employee health care costs flat over the past two years, personnel costs overall are rising and that is a trend we expect to continue.

To balance spending with revenues, in Fiscal Year 2019, my proposal calls for a reduction of 10% from the subsidies to the DuPage Care Center, Stormwater Department and the Human Service Grant Fund. In addition, I’ve asked all departments and elected officials to find reductions of approximately 1% from their salary lines. I believe this creates a lean but manageable budget and we will, of course, help our departments with smaller headcounts.

As we look ahead, it’s important to prepare for the fiscal pressures we can anticipate. We have a request for proposals out now to replace our electronic property tax system, which every taxing district in our County relies upon for accurate, timely information. As a county, we are highly dependent on sales tax revenue.
While we are enjoying a healthy economy now, sales tax figures can and do fluctuate a great deal. Therefore, this year, as in past years, we are employing a conservative, frugal approach. The full-time budgeted head count is 2167 for Fiscal Year 2019, as compared to 2,270 when I took office eight years ago. Spending from our general revenue fund is relatively flat, despite rising costs. Many of the taxing bodies in our region would look at these pressures and respond by imposing new taxes and never even look at ways to economize. While I’ve been Chairman, our focus has been on doing more with less, squeezing value from the tax dollars we have, rather than imposing higher taxes on our residents. As I turn this budget proposal over to you for examination, I can honestly say it is a maintenance budget with no fat. Any further cuts and we will hit bone. Realizing this, we have done everything we can to preserve our service levels.

For example, thanks to the work of our team in Springfield, we’ve enhanced the rate we are reimbursed by the state, for caring for our elderly and disabled neighbors at the DuPage Care Center. But even that rate doesn’t cover the rising costs of nursing home care. Since 2011, we’ve reformed employee benefits, saving an estimated $20 million over the next 20 years, and systematically reduced headcount and budget costs, our requested budget items will continue to outpace our revenue. It’s important to note, I’ve heard from our taxpayers in our yearly budget survey, who again this year, told me they prefer we keep property taxes as low as possible, while at the same time, they ask us to look for new sources of revenue. Our ongoing conversations about revenues will continue through 2019, as we try to strike that critical financial balance.

For FY 2019, we will plow streets, inspect property, care for seniors and keep our neighborhoods safe. We will pay our expenses despite the administrative fees imposed by the state and lagging payments from Springfield. I said it last year, and I’ll say it again. I believe these reductions represent a “new normal” in state budgeting. Due to the dire state of Illinois’ finances, we must begin to expect less, on a regular basis, from the State Capitol.

That makes the results of our Accountability, Consolidation and Transparency Initiative all the more compelling. This summer, Governor Bruce Rauner joined us in this County Board room to sign the latest result of our efforts under ACT, House Bill 5123 which gave this Board the power to dissolve one more unit of government, the DuPage Election Commission and fold its duties into those of the County Clerk’s. It was our number one legislative goal and it was achieved, thanks to our legislative committee, chaired by Sam Tornatore, and our team in Springfield. I’d also like to once again thank County Clerk Paul Hinds for his collaboration in this effort. We will see hundreds of thousands in savings and most of all, our residents will enjoy streamlined customer service, available at one counter. After the first of the year, when the law takes effect, we will write a new chapter in DuPage County election services history, characterized by a more effective and more efficient way of doing business.

Thus far, we’ve dissolved four units of local government with another three to be completed by the end of the year, including the Election Commission. This month, a trustee in dissolution was appointed to finalize the North Westmont Fire Protection District dissolution process. And later this year, the same process will conclude the dissolution of the Highland Hills Sanitary District, as the County provides those residents Lake Michigan water now and Flagg Creek Sanitary District will provide sewer service. My hat is off to Jim Healy and our Public
Works Department for the smooth transition to Lake Michigan water the residents in that unincorporated Lombard subdivision experienced. It’s a big improvement in service.

As you can see, we are focusing on areas of service that have a direct benefit to the community. That’s why in FY 2019, the DuPage County Office of Homeland Security and Emergency Management will increase training related to school safety by conducting a full-scale school shooter exercise at Wheaton North High School during the last week of March 2019. In addition to school administration, staff and students, this exercise will include local fire and police departments, School District 200, Central DuPage Hospital, our DuPage Regional Office of Education, Sheriff, Health and Coroner’s offices as well as relevant County public safety staff. The goal of this exercise will be to provide real-time rehearsal and drills for first responders, administrators and staff. In addition to the one-time exercise, this event will help us create model training components that can be used to conduct additional exercises more often and in more locations.

In FY 2019, our line item funding the HOPE task force remains consistent at $100,000. I’m pleased to say that with our DuPage Public Health Department taking the lead, our ability to collaborate and fight the scourge of opioid and heroin addiction in our county is more effective. Since our RX Box program launched in 2009, DuPage has collected 48 tons of unused medication removing it from our landfills, water supply and most importantly from potential abuse. This successful program has now expanded to 41 locations throughout the county.

First responders in DuPage have saved more than 500 lives through the successful deployment of NARCAN, or naloxone, the overdose reversal drug. Health Department staff trained 4,600 emergency and school first responders to use this life-saving drug. And through the work of the HOPE Task force, just yesterday, Chief Judge Daniel Guerin opened the courtroom known as FOCUS or First Offenders Court Unified for Success. This specialty court, for first-time drug offenders, intervenes early. The program provides necessary counseling and services to hundreds of first offenders, so they can move out of the court system and not re-offend. I look forward to working with Judge Guerin on this development and I congratulate him for seeing an opportunity to improve our system through the FOCUS program.

This year, we’ll “focus” in one more direction, impacting a different segment of young people who have disabilities. After I met Michael Sapp, the young man we honored during Autism Awareness Month here at our County Board, I wanted to expand our county’s ability to provide work and experience for people with autism and disabilities. I asked our WorkNet division, Turning Pointe Autism Foundation and our department heads to collaborate. Together, we developed an innovative internship program utilizing existing federal grants to employ young adults with disabilities. Under the program, eligible candidates from Turning Pointe will interview for paid internship opportunities at the County. We hope to train and identify candidates who could eventually fill high-turnover County positions. This would create stability for us and opportunity for people with disabilities, who often have a hard time finding paid employment. I want to thank Carrie Provenzale, Executive Director of Turning Pointe Autism Foundation, Lisa Schvach and Ron Schlager with our WorkNet Division, and Tonia Khouri, Chair of our Economic Development Committee who has been very supportive. But mostly, I’d like to thank State’s Attorney Bob Berlin and his Chief of Administration, Kevin Hennessy, who
brought Michael Sapp’s success story to my attention. This month, our Housekeeping
department began working with our first Turning Pointe intern and we have internships in two
more departments in the works. This program is cost neutral, since we are utilizing existing
grant funds, but I believe it provides immense value to us and to the people we place.

As you can see, despite budget pressures, we’re trying some new things, and continuing
to fund programs that work. For example, our funding continues for the DuPage Neighborhood
Revitalization program which cleans up or demolishes abandoned or neglected properties in
unincorporated areas. Last year, 46 of 55 eligible properties were brought into compliance.
Development Committee Chairman Sam Tornatore helped us leverage our County contribution
of $50,000 to receive $250,000 from Illinois Housing Development Authority to help us fund
this effort. The results have been remarkable.

Almost all of the owners of these blighted or abandoned properties self-complied and
either cleaned up or demolished properties on their own, once we initiated our program. And
now we have nine of the 55 properties involved in the court system and on track for demolition
or clean up. This is a program that works and positively impacts neighborhoods all around the
County. Thanks to Member Tornatore and the Building staff involved.

This summer when Governor Rauner and members of the legislature gathered here for
the Election Commission bill signing ceremony, we heard quite often that DuPage leads the
consolidation effort around the state. I was thinking of that moment recently when the staff at
Lowell Elementary School in Wheaton wrote me and asked me to send a congratulatory letter
celebrating the school’s 100th anniversary. As part of the community celebration, they’re
gathering people’s stories about their experiences at Lowell Elementary dating back to 1918! In
my letter, I congratulated them for being “100 years young.” But I said, “Your story’s not
complete.” As a school for young children, they have so many lives yet to change. That’s how I
feel about my job, about the opportunities we have as leaders. Am I proposing another very tight
budget? Yes. Do we have problems to solve? You bet we do. But we have opportunities every
single day to make people’s lives better. To help them advocate for what’s right, what works
and what makes sense. This budget is an important part of our story and I believe it reflects our
values and priorities. Together, we will tell our “next chapter” in a manner that defines DuPage
County as a leader. Thank you.

The following people voiced Public Comment regarding various issues:

Joanna Chlystek – Sterigenics
Vey Miracle – Hot Shots bar
Holly Hootman – Election Commission
Lynn LaPlante – Election Commission
Michael Childress – District 41 Election
Member Zay moved, seconded by Member DiCianni, that the Consent Calendar be approved. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Khouri, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Healy and Krajewski were not present at the time of roll call. Motion carried.

Member Larsen moved, seconded by Member Puchalski, that Resolution #FI-R-0876-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Healy were not present at the time of roll call. Motion carried.

RESOLUTION
FI-R-0876-18
ACCEPTANCE AND APPROPRIATION OF THE
U.S. DEPARTMENT OF JUSTICE - NATIONAL INSTITUTE OF JUSTICE
2018 DNA BACKLOG REDUCTION PROJECT GRANT
AWARD NO. 2018-DN-BX-0095
COMPANY 5000 - AGENCY 4510
$291,569
(Under the administrative direction of the DuPage County Sheriff’s Office)

WHEREAS, the County of DuPage, through the DuPage County Sheriff’s Office, has been notified by the U.S. Department of Justice - National Institute of Justice that grant funds in the amount of $291,569.00 (TWO HUNDRED NINETY-ONE THOUSAND, FIVE HUNDRED SIXTY-NINE AND NO/100 DOLLARS) are available to help reduce the number of forensic DNA samples awaiting analysis by increasing the capacity of the laboratory in the DuPage County Sheriff’s Office; and

WHEREAS, to receive said grant funds, the County of DuPage, through the DuPage County Sheriff’s Office, must enter into Grant Award No. 2018-DN-BX-0095 with the U.S. Department of Justice - National Institute of Justice, a copy of which is attached to and incorporated as a part of this Resolution by reference (Attachment II); and

WHEREAS, the term of the grant award is from January 1, 2019 through December 31, 2020; and

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

WHEREAS, acceptance of this grant 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 Grant Award No. 2018-DN-BX-0095 (Attachment II) between DuPage County and the U.S. Department of Justice - National Institute of Justice 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 $291,569.00 (TWO HUNDRED NINETY-ONE THOUSAND, FIVE HUNDRED SIXTY-NINE AND NO/100 DOLLARS) be made to establish 2018 DNA Backlog Reduction Project Grant, Company 5000 - Accounting Unit 4510, for the period January 1, 2019 through December 31, 2020; and

BE IT FURTHER RESOLVED by the DuPage County Board that the DuPage County Sheriff’s Office is authorized to sign Grant Award No. 2018-DN-BX-0095 as Authorized Recipient Official; 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 25th day of September, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Chaplin, that Resolution #FI-R-0879-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Healy were not present at the time of roll call. Motion carried.
RESOLUTION
FI-R-0879-18
ACCEPTANCE AND APPROPRIATION OF ADDITIONAL FUNDING
FOR THE AGING CASE COORDINATION UNIT FUND PY18
COMPANY 5000 - ACCOUNTING UNITS 1660 AND 1720
$117,277
(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage heretofore accepted and appropriated the Aging Case Coordination Unit Fund PY18, Company 5000 Accounting Units 1660 and 1720 pursuant to Resolution FI-R-0395-17 for the period October 1, 2017 through September 30, 2018; and

WHEREAS, the County of DuPage has been notified by Northeastern Illinois Area Agency on Aging that additional grant funds in the amount of $117,277.00 (ONE HUNDRED SEVENTEEN THOUSAND TWO HUNDRED SEVENTY-SEVEN AND NO/100) are available to be used to operate the DuPage County Case Coordination Unit program; and

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

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

WHEREAS, the County of DuPage 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 funding in the amount of $117,277.00 (ONE HUNDRED SEVENTEEN THOUSAND TWO HUNDRED SEVENTY-SEVEN AND NO/100) be and is hereby accepted; and

BE IT FURTHER RESOLVED that the additional appropriation on the attached sheets (Attachment I and II) in the amount of $117,277.00 (ONE HUNDRED SEVENTEEN THOUSAND TWO HUNDRED SEVENTY-SEVEN AND NO/100) be made and added to the Aging Case Coordination Unit Fund PY18, Company 5000 - Accounting Units 1660 and 1720 and that the program continue as originally approved in all other respects; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Director of Community Services is approved as the County’s Authorized Representative; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Health and Human Services Committee shall review the need for continuing the specified program and related head count; and
BE IT FURTHER RESOLVED that should the Health and Human Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by Resolution.

Enacted and approved this 25th day of September, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Khouri, that Resolution #FI-R-0885-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Healy were not present at the time of roll call. Motion carried.

RESOLUTION
FI-R-0885-18
ACCEPTANCE AND APPROPRIATION OF THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) GRANT PY18 INTERGOVERNMENTAL AGREEMENT NO. 18-681006 COMPANY 5000 - ACCOUNTING UNIT 2840 $4,924,841 (Under the administrative direction of the Human Resources Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity (ILDCEO) that grant funds in the amount of $4,924,841 (FOUR MILLION, NINE HUNDRED TWENTY-FOUR THOUSAND, EIGHT HUNDRED FORTY-ONE AND NO/100 DOLLARS) are available to be used to provide services to unemployed and underemployed DuPage County residents; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Intergovernmental Agreement No. 18-681006 with the ILDCEO, a copy of which is attached to and incorporated as a part of this Resolution by reference (Attachment II); and

WHEREAS, the period of the grant agreement is from July 1, 2018 through June 30, 2020; and

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

WHEREAS, acceptance of this grant does not add any additional subsidy from the County; and
WHEREAS, the DuPage 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 Intergovernmental Agreement No. 18-681006 (Attachment II) between DuPage County and Illinois Department of Commerce and Economic Opportunity 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 $4,924,841 (FOUR MILLION, NINE HUNDRED TWENTY-FOUR THOUSAND, EIGHT HUNDRED FORTY-ONE AND NO/100 DOLLARS) be made to establish the Illinois Department of Commerce and Economic Opportunity Workforce Innovation and Opportunity Act (WIOA) Grant PY18, Company 5000 - Accounting Unit 2840 for the period July 1, 2018 through June 30, 2020; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Director of the Human Resources is approved as the County’s Authorized Representative; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Economic Development Committee shall review the need for continuing the specified program and related head count; and

BE IT FURTHER RESOLVED that should the Economic Development Committee determine the need for other funding is appropriate, it may recommend action to the County Board by Resolution.

Enacted and approved this 25th day of September, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Chaplin, that Resolution #FI-R-0890-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Healy were not present at the time of roll call. Motion carried.
RESOLUTION
FI-R-0890-18
ACCEPTANCE AND APPROPRIATION OF THE ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM STATE GRANT FY19
INTERGOVERNMENTAL AGREEMENT NO. 19-251028
COMPANY 5000 - ACCOUNTING UNIT 1490
$332,157
(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity that grant funds in the amount of $332,157.00 (THREE HUNDRED THIRTY-TWO THOUSAND, ONE HUNDRED FIFTY-SEVEN AND NO/100 DOLLARS) are available to be used to assist in the weatherization of homes of low-income DuPage County residents; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Intergovernmental Agreement No. 19-251028 with the Illinois Department of Commerce and Economic Opportunity, a copy of which is attached to and incorporated as a part of this Resolution by reference (Attachment II); and

WHEREAS, the period of the grant agreement is from July 1, 2018 through September 30, 2019; and

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

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

WHEREAS, the DuPage 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 Intergovernmental Agreement No. 19-251028 (Attachment II) between DuPage County and Illinois Department of Commerce and Economic Opportunity 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 $332,157.00 (THREE HUNDRED THIRTY-TWO THOUSAND, ONE HUNDRED FIFTY-SEVEN AND NO/100 DOLLARS) be made to establish the Illinois Home Weatherization Assistance Program State Grant FY19, Company 5000 - Accounting Unit 1490, for period July 1, 2018 through September 30, 2019; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Director of Community Services is approved as the County’s Authorized Representative; and
BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Health and Human Services Committee shall review the need for continuing the specified program and related head count; and

BE IT FURTHER RESOLVED that should the Health and Human Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by Resolution.

Enacted and approved this 25th day of September, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Wiley, that Resolution #FI-R-0889-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Healy were not present at the time of roll call. Motion carried.

RESOLUTION
FI-R-0891-18
BUDGET TRANSFERS-VARIOUS COMPANIES AND ACCOUNTING UNITS FISCAL YEAR 2018

WHEREAS, it appears that certain appropriations for various County companies and accounting units are insufficient to cover necessary expenditures for the balance of the 2018 fiscal year; and

WHEREAS, it appears that there are other appropriations within these companies and accounting units from which transfers can be made at the present time to meet the need for funds.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached transfers be made within the indicated companies and accounting units.

Enacted and approved this 25th day of September, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Puchalski, that Resolution #FI-R-0891-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Healy were not present at the time of roll call. Motion carried.
RESOLUTION
FI-R-0891-18
PLACING NAMES ON PAYROLL

WHEREAS, the DuPage County Board heretofore adopted a position classification and Pay Plan for all County employees.

NOW, THEREFORE BE IT RESOLVED that the names as specified below be placed on the regular or temporary payroll at the salaries, classifications, and with the effective date as more particularly set forth below:

CORPORATE FUND

REPLACEMENTS

COMMUNITY SERVICES 1000-1640

Effective September 26, 2018
Jessica Rader, Supervised Parenting Time/Exchange Coordinator
Class 1813, Range 311 at $26.25 per hour

FACILITIES MANAGEMENT 1000-1100

Effective September 26, 2018
Edward Olivo, Stationary Engineer
Class 3145 at $63,525 per year

HOMELAND SECURITY AND EMERGENCY MANAGEMENT 1000-1900

Effective September 26, 2018
John Ciletti, Emergency Management Specialist
Class 2333, Range 311 at $53,500 per year

SHERIFF 1000-4410

Effective September 10, 2018
Gerard Ryan, Deputy Sheriff
Class 2233, Range 411 at $55,051 per year

Effective September 10, 2018
Stephen Shymkus Jr., Deputy Sheriff
Class 2233, Range 411 at $55,051 per year
PROMOTIONS

FINANCE 1000-1150

Effective September 26, 2018
  Eileen Keegan, Senior Account Clerk
  Class 1172, Range 109 at $34,500 per year, from
  Class 1172, Range 109 at $33,150 per year

SHERIFF 1000-4410

Effective September 8, 2018
  Robert Kuttner, Deputy Sheriff Corporal
  Class 2235, Range 415 at $62,877 per year, from
  Class 2233, Range 411 at $61,644 per year

Effective September 8, 2018
  Matthew Sproch, Deputy Sheriff Corporal
  Class 2235, Range 415 at $83,419 per year, from
  Class 2233, Range 411 at $81,783 per year

JOB RECLASSIFICATIONS

SHERIFF 1000-4410

Effective September 8, 2018
  Lisa Schoenberger, PHD Psychologist
  Class 2218, Range 315 at $94,839 per year, from
  Class 2218, Range 315 at $92,077 per year

NON-CORPORATE FUND

REPLACEMENTS

CARE CENTER 1200-2050

Effective September 26, 2018
  Adriana Gilli, Assistant Director of Nursing
  Class 4133, Range 315 at $87,500 per year
COMMUNITY SERVICES 5000-1440

Effective September 26, 2018
Michael Walker, Community Development Specialist
Class 1945, Range 111 at $51,000 per year

COMMUNITY SERVICES 5000-1650

Effective September 26, 2018
Jasmine Gonzalez, Case Manager
Class 1931, Range 110 at $39,500 per year

COMMUNITY SERVICES 5000-1720

Effective September 26, 2018
Analise Hanson, Case Manager
Class 1931, Range 110 at $37,500 per year

HUMAN RESOURCES/WORKFORCE DEVELOPMENT 5000-2840

Effective October 1, 2018
Candyce Cabral, Career Counselor I
Class 1752, Range 110 at $39,265 per year

PROMOTIONS

COMMUNITY SERVICES 5000-1720

Effective September 26, 2018
Alisha Hanks, Information & Referral Specialist II
Class 1912, Range 109 at $33,250 per year, from
Class 1915, Range 108 at $31,211 per year

PUBLIC WORKS 2000-2665

Effective September 26, 2018
Adam Besch, Senior Wastewater Maintenance Worker
Class 3215 at $51,004 per year, from
Class 3214 at $48,576 per year

TEMPORARY
COMMUNITY SERVICES 5000-1420

Effective September 24, 2018

Lynne Howard, Social Services Assistant
Class 1232, Range 108 at $14.25 per hour

BE IT FURTHER RESOLVED that the County Clerk be directed to transmit copies of this Resolution to the Auditor, Treasurer, Finance Department, Human Resources Department and one copy to the County Board.

Enacted and approved this 25th day of September, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Elliott, that Ordinance #FI-O-0066-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Healy were not present at the time of roll call. Motion carried.

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ORDINANCE
FI-O-0066-18
AN ORDINANCE PROPOSING THE DISSOLUTION OF THE HIGHLAND HILLS SANITARY DISTRICT

WHEREAS, it is in the best interests of DuPage County taxpayers that more efficient service delivery models be established in order to replace units of government that are not financially sustainable; and

WHEREAS, the Chairman and members of the County Board under the DuPage ACT Initiative (accountability, consolidation, transparency) sought and received supplemental legislative authority from the General Assembly authorizing the dissolution of certain units of local government and the consolidation of governmental functions in the best interest of taxpayers; and

WHEREAS, Public Act 98-0126, as subsequently amended, authorizes county boards to propose by Ordinance the dissolution of certain specified units of local government, including the Highland Hills Sanitary District; and

WHEREAS, the Highland Hills Sanitary District is a sanitary district duly organized pursuant to 70 ILCS 2805/1, et seq., and, pursuant to said authority, operates a waterworks and a sanitary sewerage system servicing an area of DuPage County located in York Township; and
WHEREAS, the County of DuPage previously established a special service area (Special Service Area No. 37) under the Special Service Area Tax Law (35 ILCS 200/27-5) to provide potable water services to an area of DuPage County in York Township located contiguous to the Highland Hills Sanitary District’s boundaries; and

WHEREAS, County of DuPage Special Service Area No. 37 is part of the County’s York Township Water System, a system having ample capacity and capabilities to provide a Lake Michigan-supplied water service to Highland Hills Sanitary District’s water service customers; and

WHEREAS, the Flagg Creek Water Reclamation District is a sanitary district duly organized pursuant to 70 ILCS 2405/1, et seq., and, pursuant to said authority, operates a sanitary sewerage system servicing an area of DuPage County located in York and Downers Grove Townships located contiguous to the Highland Hills Sanitary District’s boundaries; and

WHEREAS, Flagg Creek’s sanitary sewerage system is interconnected with Highland Hills’ sanitary sewerage system and, further, by a prior agreement between those parties, the Flagg Creek Water Reclamation District provides wastewater treatment for Highland Hills’ sanitary sewerage system; and

WHEREAS, a majority of the Highland Hills Sanitary District’s residents and the Highland Hills Sanitary District’s Board of Trustees favor dissolving that district and ceasing that District’s operations and, further, having the County of DuPage provide water service for the District’s residents and for the Flagg Creek Water Reclamation District to directly provide sanitary sewer services; and

WHEREAS, the COUNTY retained the services of Crowe Horwath, LLC to perform an independent assessment of some county appointed agencies in DuPage County, in order to determine whether any of those governmental agencies were potential candidates for dissolution pursuant to Public Act 98-0126; and

WHEREAS, Crowe Horwath, LLC determined that Highland Hills Sanitary District was a likely candidate for dissolution following an evaluation of the costs, benefits and feasibility of shared services, streamlining of existing operations, merging, consolidating and/or transferring certain operations and, or, system components of Highland Hills to the County of DuPage and the Flagg Creek Water Reclamation District; and

WHEREAS, based on the foregoing factors, the Highland Hills Sanitary District, the County of DuPage and the Flagg Creek Water Reclamation District entered into an Intergovernmental Agreement, adopted by the DuPage County Board as Resolution (PW-R0381-17), to provide for the eventual transfer of Highland Hills’ functions, public records and assets to the other two parties in anticipation of Highland Hills’ dissolution; and

WHEREAS, the dissolution of the Highland Hills Sanitary District, and the consolidation of the District’s services with those of the County of DuPage and the Flagg Creek Water Reclamation District will provide additional cost savings for its residents as the annual tax levy

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of approximately $53,500.00 will be abolished, and over $25,000.00 in professional services costs and trustee compensation (as provided by statute) will no longer be necessary to maintain the Highland Hills Sanitary District; and

WHEREAS, consistent with Public Act 98-0126, as amended, the dissolution of the Highland Hills Sanitary District will improve the quality and dependability of water and sanitary sewer services provided [at a lower cost to the District’s residents].

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

1. The County Board does hereby propose the dissolution of the Highland Hills Sanitary District pursuant to 55 ILCS 5/5-44005, et seq.; and

2. The Chairman of the County Board shall cause an audit of the Highland Hills Sanitary District, the findings of which are to be reported back to the County Board within thirty (30) days; and

3. The Clerk shall publish public notice of this Ordinance in a newspaper of general circulation served by the Highland Hills Sanitary District and on the County’s website.

Enacted and approved this 25th day of September, 2018, at Wheaton, Illinois.

Member Krajewski moved, seconded by Member Puchalski, that Resolution #AS-R-0887-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Healy was not present at the time of roll call. Motion carried.

RESOLUTION
AS-R-0887-18
ACCEPTANCE AND APPROPRIATION OF THE
DU PAGE ANIMAL FRIENDS UNRESTRICTED GRANT FY18
COMPANY 5000 - ACCOUNTING UNIT 1310
$15,632
(Under the administrative direction of Animal Services)

WHEREAS, the County of DuPage has been notified by DuPage Animal Friends that grant funds in the amount of $15,632.00 (FIFTEEN THOUSAND, SIX HUNDRED THIRTY-TWO AND NO/100 DOLLARS) are available to be for the unrestricted program needs of DuPage County Animal Services; and
WHEREAS, to receive said grant funds, the County of DuPage must enter into an agreement with DuPage Animal Friends, a copy of which is attached to and incorporated as a part of this Resolution by reference (Attachment II); and

WHEREAS, the term of the grant award is from December 1, 2017 through November 30, 2018; 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 DuPage County Board finds that the need to appropriate said funds creates an emergency within the meaning of the Counties Act, Budget Division (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the agreement between the County of DuPage and DuPage Animal Friends 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 $15,632.00 (FIFTEEN THOUSAND, SIX HUNDRED THIRTY-TWO AND NO/100 DOLLARS) be made to establish the DuPage Animal Friends Unrestricted Grant FY18, Company 5000 - Accounting Unit 1310, for the period of December 1, 2017 to November 30, 2018; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Administrator of DuPage County Animal Services is approved as the County’s Authorized Representative; and

BE IT FURTHER RESOLVED by the DuPage County Board, that should local funding cease for this grant, the Animal Services Committee shall review the need for continuing the specified program; and

BE IT FURTHER RESOLVED, that should the Animal Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by Resolution.

Enacted and approved this 25th day of September, 2018, at Wheaton, Illinois.

Member Krajewski moved, seconded by Member Zay, that Resolution #AS-R-0888-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Healy was not present at the time of roll call. Motion carried.
RESOLUTION
AS-R-0888-18
ACCEPTANCE AND APPROPRIATION OF THE
DU PAGE ANIMAL FRIENDS ADVANCED MEDICAL CARE GRANT FY18
COMPANY 5000 - ACCOUNTING UNIT 1310
$13,841
(Under the administrative direction of Animal Services)

WHEREAS, the County of DuPage has been notified by DuPage Animal Friends that grant funds in the amount of $13,841.00 (THIRTEEN THOUSAND, EIGHT HUNDRED FORTY-ONE AND NO/100 DOLLARS) are available to be used for the support of advanced medical care of animals at DuPage County Animal Services; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into an agreement with DuPage Animal Friends, a copy of which is attached to and incorporated as a part of this Resolution by reference (Attachment II); and

WHEREAS, the term of the grant award is from December 1, 2017 through November 30, 2018; 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 DuPage County Board finds that the need to appropriate said funds creates an emergency within the meaning of the Counties Act, Budget Division (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the agreement between the County of DuPage and DuPage Animal Friends 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 $13,841.00 (THIRTEEN THOUSAND, EIGHT HUNDRED FORTY-ONE AND NO/100 DOLLARS) be made to establish the DuPage Animal Friends Advanced Medical Care Grant FY18, Company 5000 - Accounting Unit 1310, for the period of December 1, 2017 to November 30, 2018; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Administrator of DuPage County Animal Services is approved as the County’ s Authorized Representative; and

BE IT FURTHER RESOLVED by the DuPage County Board, that should local funding cease for this grant, the Animal Services Committee shall review the need for continuing the specified program; and
BE IT FURTHER RESOLVED, that should the Animal Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by Resolution.

Enacted and approved this 25th day of September, 2018, at Wheaton, Illinois.

Member Tornatore moved, seconded by Member Chaplin, that Ordinance #DC-O-0060-18 (petitioner The Salvation Army) be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Healy was not present at the time of roll call. Motion carried.

ORDINANCE
DC-O-0060-18
ZP-Z18-040 The Salvation Army

WHEREAS, a public hearing was held on August 16, 2018 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 6:00 P.M. before the DuPage County Zoning Board of Appeals and notice of said hearing was duly given; and

WHEREAS, a petition was presented at this hearing requesting the following zoning relief:

1. A Variation to Reduce the front yard setback from 15 feet to approx. 10 feet for a new sign;
2. A Variation to Increase the height of a ground sign from 6 feet to approx. 6 feet and 1.5 inches;
3. A Variation to Increase the size of sign from 24 sq. ft. to approx. 57.2 sq. feet (28.6 sq. feet per face); and
4. A Conditional Use for an LED electronic message center sign, on the property hereinafter described:


PARCEL 2: LOT 9 IN BLOCK IN A.T. MCINTOSH AND COMPANY’S WESTLANDS UNIT NUMBER THREE, BEING A SUBDIVISION OF THE EAST ½


WHEREAS, the Zoning Board of Appeals, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on September 6, 2018 does find as follows:

FINDINGS OF FACT:

1. That petitioner testified that they seek the subject zoning relief to remove the existing sign on the subject property and erect a new, LED electronic message center sign.

2. That petitioner testified that the subject property is owned by The Salvation Army: The Oakbrook Terrace Corps.

3. That petitioner testified that the existing sign is an older, manual changeable copy sign which is located in the stormwater retention area and further from Summit Avenue.
   • As such, petitioner testified that they will remove the existing sign located in the retention area.

4. That petitioner testified that the proposed sign will be located closer to the access point and principal building of the subject property.

5. That petitioner testified that the proposed location is set back 5 feet from an existing 10-foot utility easement, creating a total of a 15-foot front yard setback from the front (west) property line.
   • Furthermore, that petitioner testified that the proposed sign could not be located further back due to an existing tree root system, curb, and parking lot.
   • Petitioner testified that the proposed sign could not be located where the existing sign is located due to the stormwater retention area.
6. That petitioner testified that the proposed sign will have a stone base to modernize and upscale the appearance.

7. That petitioner testified that the proposed sign will be available for local governments and law enforcement to present Amber Alert information.

8. That petitioner testified that the proposed sign will be set back far enough not to impede the view of traffic or cause any safety issues.

STANDARDS FOR CONDITIONAL USES and VARIATIONS:

1. That the Zoning Board of Appeals finds that petitioner has demonstrated that the granting of the Conditional Use and Variation is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County’s comprehensive plan for development.

2. That the Zoning Board of Appeals finds that petitioner has demonstrated evidence for the subject zoning relief and specifically, evidence of a practical difficulty or particular hardship with the location of utility easements, topography, and stormwater retention areas, in the way of carrying out a Variation to Reduce the front yard setback from 15 feet to approx. 10 feet for a new sign; to Increase the height of a ground sign from 6 feet to approx. 6 feet and 1.5 inches and to increase the size of sign from 24 sq. feet to approx. 57.2 sq. feet (28.6 sq. feet per face).

3. That the Zoning Board of Appeals finds that petitioner has demonstrated the granting of the Variation and Conditional Use will not:

   a. Impair an adequate supply of light and air to the adjacent property as petitioner has demonstrated that the proposed sign will be located on the subject property that is approximately 2.5 acres in size and is located adjacent to Summit Avenue.

   b. Increase the hazard from fire or other dangers to said property as petitioner has demonstrated that they will receive a building permit from the County for the proposed sign and that the proposed sign will be built pursuant to the current building codes.

   c. Diminish the value of land and buildings throughout the County as petitioner has demonstrated that they will remove the existing sign located in the stormwater retention area and that the addition of a new sign closer to the main access point of the subject property will be an added benefit to the neighborhood and surrounding area.

   d. Unduly increase traffic congestion in the public streets and highways as petitioner has demonstrated that the proposed sign will facilitate better access to the subject property.
• Furthermore, the proposed LED electronic message center sign will be built pursuant to all County codes regarding sign requirements with a minimum duration of 10 seconds per static display.

e. Increase the potential for flood damages to adjacent property as petitioner has demonstrated that the County’s Stormwater Department has no objections to the proposed LED electronic message center sign.

f. Incur additional public expense for flood protection, rescue or relief as petitioner has demonstrated that the County’s Stormwater Department has no objections to the proposed LED electronic message center sign.

g. Otherwise impair the public health, safety, comfort, morals or general welfare of the inhabitants of DuPage County as petitioner has demonstrated that the proposed sign will be an added benefit to the neighborhood as petitioner will remove the existing sign and replace it with a new, LED electronic message center sign.

• As such, petitioner testified that they will install the new sign at the proposed location indicated on the site plan made part of Zoning Petition #Z18-040, The Salvation Army dated August 16, 2018, which will improve access to the subject property and will enable patrons to clearly identify where the facility is located and where to properly access the facility.

PETITIONER’S DEVELOPMENT FACT SHEET

<table>
<thead>
<tr>
<th>CASE #/PETITIONER</th>
<th>Z18-040 The Salvation Army</th>
</tr>
</thead>
<tbody>
<tr>
<td>ZONING REQUEST:</td>
<td>(As indicated in the Petitioner’s application)</td>
</tr>
<tr>
<td>REQUEST:</td>
<td>1. A Variation to Reduce the front yard setback from 15 feet to approx. 10 feet for a new sign;</td>
</tr>
<tr>
<td></td>
<td>2. A Variation to Increase the height of a ground sign from 6 feet to approx. 6 feet and 1.5 inches;</td>
</tr>
<tr>
<td></td>
<td>3. A Variation to Increase the size of sign from 24 sq. feet to approx. 57.2 sq. feet (28.6 sq. feet per face);</td>
</tr>
<tr>
<td>OWNER</td>
<td>The Salvation Army, 1S415 Summit Avenue, Oakbrook Terrace, Illinois 60181</td>
</tr>
<tr>
<td>ADDRESS/LOCATION</td>
<td>1S415 Summit Avenue, Oakbrook Terrace, Illinois 60181</td>
</tr>
<tr>
<td>PIN</td>
<td>06-22-108-024; -015; -016; -017; -018</td>
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<tr>
<td>TWSP./CTY. BD. DIST.</td>
<td>York District 2</td>
</tr>
<tr>
<td>ZONING/LUP</td>
<td>R-3 SF Residence 0-5 DU AC</td>
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<tr>
<td>AREA</td>
<td>2.55 AC (111,078 sq. feet)</td>
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<tr>
<td>UTILITIES</td>
<td>Water and Sewer</td>
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<td>PUBLICATION DATE</td>
<td>Daily Herald: July 24, 2018</td>
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<td>PUBLIC HEARING</td>
<td>August 16, 2018</td>
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GENERAL BULK REQUIREMENTS:

<table>
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<th>REQUIREMENTS:</th>
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<th>PROPOSED</th>
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<tbody>
<tr>
<td>Front Yard (ROW):</td>
<td>15 feet</td>
<td>Approx. 16 feet</td>
<td>Approx. 10 feet</td>
</tr>
<tr>
<td>Int. Side Yard:</td>
<td>20 feet</td>
<td>Approx. 44 feet</td>
<td>Approx. 110 feet</td>
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<tr>
<td>Int. Side Yard:</td>
<td>20 feet</td>
<td>Approx. 252 feet</td>
<td>Approx. 183 feet</td>
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<tr>
<td>Rear Yard:</td>
<td>20 feet</td>
<td>Approx. 287 feet</td>
<td>Approx. 289 feet</td>
</tr>
<tr>
<td>Height:</td>
<td>6 feet</td>
<td></td>
<td>Approx. 6 feet and 1.5 inches</td>
</tr>
<tr>
<td>Floor Area Ratio:</td>
<td>24 sq. ft (per face) of copy area</td>
<td></td>
<td>Approx. 28.6 sq. ft (per face) 57.2 sq. ft of total copy area</td>
</tr>
</tbody>
</table>

WHEREAS, the Zoning Board of Appeals having considered in relation to the above and at the recommendation meeting held on September 6, 2018 recommends to approve the following zoning relief:

1. A Variation to Reduce the front yard setback from 15 feet to approx. 10 feet for a new sign;
2. A Variation to Increase the height of a ground sign from 6 feet to approx. 6 feet and 1.5 inches;
3. A Variation to Increase the size of sign from 24 sq. ft to approx. 57.2 sq. ft (28.6 sq. feet per face); and

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition #Z18-040 The Salvation Army dated August 16, 2018.
2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
3. That the electronic message center sign shall be lit only between the hours of 7:00 AM to 11:00 PM each day of the week.
4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

ZBA VOTE (to Approve): 7 Ayes, 0 Nays, 0 Absent

WHEREAS, the County Board Development Committee on September 18, 2018, considered the above findings and recommendations of the Zoning Board of Appeals and recommends to concur with the findings and recommends to approve the following zoning relief:
1. A Variation to Reduce the front yard setback from 15 feet to approx. 10 feet for a new sign;
2. A Variation to Increase the height of a ground sign from 6 feet to approx. 6 feet and 1.5 inches;
3. A Variation to Increase the size of sign from 24 sq. feet to approx. 57.2 sq. feet (28.6 sq. feet per face); and

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition #Z18-040 The Salvation Army dated August 16, 2018.
2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
3. That the electronic message center sign shall be lit only between the hours of 7:00 AM to 11:00 PM each day of the week.
4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

DuPage County Development Committee VOTE (to Approve): 6 Ayes, 0 Nays, 0 Absent

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois that the following zoning relief be granted:

1. A Variation to Reduce the front yard setback from 15 feet to approx. 10 feet for a new sign;
2. A Variation to Increase the height of a ground sign from 6 feet to approx. 6 feet and 1.5 inches;
3. A Variation to Increase the size of sign from 24 sq. feet to approx. 57.2 sq. feet (28.6 sq. feet per face); and
4. A Conditional Use for an LED electronic message center sign, on the property hereinafter described:


PARCEL 2: LOT 9 IN BLOCK IN A.T. MCINTOSH AND COMPANY’S WESTLANDS UNIT NUMBER THREE, BEING A SUBDIVISION OF THE EAST ½


The Zoning Relief is subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition #Z18-040 The Salvation Army dated August 16, 2018.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the electronic message center sign shall be lit only between the hours of 7:00 AM to 11:00 PM each day of the week.

4. That the property be developed in accordance with all other codes and Ordinances of DuPage County; and

BE IT FURTHER ORDAINED by the County Board of DuPage County, Illinois that should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid; and

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State’s Attorney’s Office; DuPage County Health Department; DuPage County Division of Transportation; The Salvation Army, 1S415 Summit Avenue, Oak Brook Terrace, Illinois 60181 and York Township Assessor, 1502 South Meyers Road, Lombard, Illinois 60148.

Enacted and approved this 25th day of September, 2018, A.D., in Wheaton, Illinois.
Member Tornatore moved, seconded by Member Wiley, that Ordinance #DC-O-0061-18 (petitioner MIF 31W350 Diehl, LLC) be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted "aye." Member Healy was not present at the time of roll call. Motion carried.

ORDINANCE
DC-O-0061-18
ZP-Z18-041 MIF 31W350 Diehl, LLC

WHEREAS, a public hearing was held on September 6, 2018 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 6:00 P.M. before the DuPage County Zoning Board of Appeals and notice of said hearing was duly given; and

WHEREAS, a petition was presented at this hearing requesting the following zoning relief:

1. Variation to increase maximum height of pole mounted sign along I-88 from 20 feet to 75 feet;
2. Variation to increase signage of a dual paneled pole mounted sign from 200 square feet to 1,600 (800 sq. feet per side);
3. Variation to allow for setback from Right-of-Way from 80 feet to 20 feet; and
4. Conditional Use to allow for electronic/L.E.D. display sign within 500 feet of Interstate Highway on the property hereinafter described:

THAT PART OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF THE PLAT OF SURVEY OF THE CARL A. NOREEN FARM (RECORDED AS DOCUMENT NUMBER 743569), SAID POINT BEING ON THE CENTERLINE OF DIEHL ROAD AND RUNNING THENCE NORTH 06°07'08" EAST, ALONG THE EAST LINE OF SAID LOT 1, 485.21 FEET TO THE SOUTH LINE OF PARCEL E-1C-367.3 OF THE EAST WEST TOLLWAY; THENCE NORTH 86°50'03" EAST, ALONG SAID SOUTH LINE, 658.37 FEET TO AN ANGLE POINT; THENCE NORTH 87°43'57" EAST, ALONG SAID SOUTH LINE 208.78 FEET (RECORD 211.77 FEET) TO THE WEST LINE OF LOT 9 OF THE ASSESSMENT PLAT OF THE LANDS OF JAMES L. NICHOLS (RECORDED AS DOCUMENT NUMBER 586056): THENCE SOUTH 06°00'54" WEST ALONG SAID WEST LINE, BEING ALSO THE WEST LINE OF LOT 1 OF BEAVER CONSTRUCTION COMPANY ASSESSMENT PLAT (RECORDED AS DOCUMENT NUMBER R71-6976), 586.23 FEET TO THE CENTERLINE OF DIEHL ROAD; THENCE NORTH 86°15'45" WEST, ALONG SAID CENTERLINE, 858.10 FEET TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS; EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: THAT PART OF
SECTION 5, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF THE PLAT OF SURVEY OF THE CARL A. NOREEN FARM (RECORDED AS DOCUMENT NUMBER 743569), SAID POINT BEING ON THE CENTERLINE OF DIEHL ROAD AND THENCE NORTH 06°07’08” EAST, ALONG THE EAST LINE OF SAID LOT 1, 485.21 FEET TO THE SOUTH LINE OF PARCEL E-1C-367.3 OF THE EAST WEST TOLLWAY; THENCE NORTH 86°50’03” EAST, ALONG SAID SOUTH LINE, 382.10 FEET; THENCE SOUTH 03°44’15” WEST 530.72 FEET TO THE CENTERLINE OF DIEHL ROAD; THENCE NORTH 86°15’45” WEST, ALONG SAID CENTERLINE, 399.50 FEET TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS; AND ALSO EXCEPTION THEREFROM THAT PART OF THE LAND CONVEYED TO THE NAPERVILLE TOWNSHIP ROAD DISTRICT BY TRUSTEE’S DEED RECORDED AUGUST 12, 2003 AS DOCUMENT NUMBER R2003-315346, IN DU PAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Board of Appeals, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on September 6, 2018 does find as follows:

FINDINGS OF FACT:

1. That petitioner testified that he seeks the subject zoning relief to erect a dual-paneled LED/electronic message center sign (billboard) on the subject property located directly south of I-88.

2. That petitioner testified that due to the topography of the subject property, without zoning relief, the proposed sign would be blocked by large trees and brush, powerlines, antennas, transmission lines and fences.

3. That petitioner testified that the subject sign will be similar in height (approximately 75 feet), size/area, and style to neighboring dual-paneled LED electronic message center signs.

4. That petitioner testified that the subject sign will maintain static images and will adhere to all State and Illinois Department of Transportation (IDOT) guidelines.

5. That petitioner testified that he has owned the subject property since December 2016 and owns the adjacent property to the east, also known as 31W356 Diehl Road, Naperville, Illinois.

   • Furthermore, that petitioner testified that the billboard sign located on his adjacent property to the east, will be moved to accommodate the proposed sign installation on the subject property.
• That petitioner testified that the subject sign will be located at least 500 feet away from any other pole-mounted sign, per IDOT guidelines.

STANDARDS FOR VARIATIONS AND CONDITIONAL USE:

1. That the Zoning Board of Appeals finds that petitioner has demonstrated that the granting of the Variations and Conditional Use are in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County’s comprehensive plan for development.

2. That the Zoning Board of Appeals finds that petitioner has demonstrated evidence for the subject zoning relief and specifically, evidence of a practical difficulty or particular hardship with the topography of the subject property in the way of carrying out a Variation to increase the maximum height along I-88 from 20 feet to 75 feet; to increase signage from 200 square feet to 1,600 (800 sq. feet per side); and to reduce the setback from Right-of-Way from 80 feet to 20 feet, for the proposed dual-paneled LED electronic message center sign.

3. That the Zoning Board of Appeals finds that petitioner has demonstrated that the granting of the Variation will not:
   a. Impair an adequate supply of light and air to the adjacent property as petitioner has demonstrated that the proposed sign will be located on the subject property which is approximately 5.96 acres and is located/surrounded by the both the I-1 and I-2 Industrial zoning districts. Furthermore, that petitioner has demonstrated that the subject sign will be located at least 500 feet from any other pole-mounted sign.
   b. Increase the hazard from fire or other dangers to said property as petitioner has demonstrated that they will receive a building permit from the County for the proposed sign and that it will be build pursuant to the current building codes.
   c. Diminish the value of land and buildings throughout the County as petitioner has demonstrated that the proposed sign will maintain a “modern-aesthetic” similar to other signs in the area and will not impact the value of land within the area or throughout the County.
   d. Unduly increase traffic congestion in the public streets and highways as petitioner has demonstrated that the proposed subject sign images will be static and will adhere to all State, County, and IDOT regulations regarding pole-mounted, LED/electronic message center signs.
e. Increase the potential for flood damages to adjacent property as petitioner has demonstrated that the DuPage County Stormwater Department has no objections to the proposed sign.

f. Incur additional public expense for flood protection, rescue or relief as petitioner has demonstrated that the DuPage County Stormwater Department has no objections to the proposed sign. Furthermore, that petitioner will allow the County, State, or law enforcement agencies to utilize the proposed sign in emergency situations.

g. Otherwise impair the public health, safety, comfort, morals or general welfare of the inhabitants of DuPage County as petitioner has demonstrated that the proposed sign will be an added benefit to the community and may be used by local law enforcement to announce emergency information, such as Amber Alerts.

- Furthermore, that petitioner has demonstrated that they have not received any objections from neighbors/property owners regarding the proposed sign and the subject zoning relief.

**PETITIONER’S DEVELOPMENT FACT SHEET**

<table>
<thead>
<tr>
<th>GENERAL ZONING CASE INFORMATION</th>
</tr>
</thead>
<tbody>
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<td>CASE #/PETITIONER</td>
</tr>
<tr>
<td>ZONING REQUEST: (As indicated in the Petitioner’s application)</td>
</tr>
<tr>
<td>1. Variation to increase maximum height of pole mounted sign along I-88 from 20 feet to 75 feet.</td>
</tr>
<tr>
<td>2. Variation to increase signage of a dual paneled pole mounted sign from 200 square feet to 1,600 (800 sq. feet per side).</td>
</tr>
<tr>
<td>3. Variation to allow for setback from Right-of-Way from 80 feet to 20 feet.</td>
</tr>
</tbody>
</table>

| OWNER | Michael Androwich, Manager, 1301 West 22nd Street, Suite 711, Oak Brook, Illinois 60523 |
| ADDRESS/LOCATION | 31W350 Diehl Road, Naperville, Illinois 60563 |
| PIN | 07-05-303-013 |
| TWSP./CTY. BD. DIST. | Naperville District 5 |
| ZONING/LUP | I-2 Gen. Industrial Office Low |
| AREA | 5.96 (259,617 sq. feet) |
| UTILITIES | Well and Septic |
| PUBLICATION DATE | Daily Herald: July 24, 2018 and August 16, 2018 |
| PUBLIC HEARING | August 9, 2018 and September 6, 2018 |
GENERAL BULK REQUIREMENTS (SIGNS):

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<td>East Int. Side Yard:</td>
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<td>West Int. Side Yard:</td>
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<td>Approx. 105.2 feet</td>
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<td>North Rear Yard:</td>
<td>80 feet (ROW)</td>
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<td>Height:</td>
<td>20 feet</td>
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<td>Approx. 75 feet</td>
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WHEREAS, the Zoning Board of Appeals, having considered in relation to the above and at the recommendation meeting held on September 6, 2018 recommends to approve the following zoning relief:

1. Variation to increase maximum height of pole mounted sign along I-88 from 20 feet to 75 feet;
2. Variation to increase signage of a dual paneled pole mounted sign from 200 square feet to 1,600 (800 sq. feet per side);
3. Variation to allow for setback from Right-of-Way from 80 feet to 20 feet; and

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition #Z18-041 MIF 31W350 Diehl, LLC dated August 9, 2018.
2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

ZBA VOTE (to Approve): 6 Ayes, 1 Nays, 0 Absent

Dissenting Opinion:

That the one dissenting Zoning Board of Appeals member finds that petitioner has not presented enough evidence to support the subject zoning relief for a dual paneled, pole-mounted electronic/L.E.D sign.

WHEREAS, the County Board Development Committee on September 18, 2018 considered the above findings and recommendations of the Zoning Board of Appeals and recommends to concur with the findings and recommends to approve the following zoning relief:

1. Variation to increase maximum height of pole mounted sign along I-88 from 20 feet to 75 feet;
2. Variation to increase signage of a dual paneled pole mounted sign from 200 square feet to 1,600 (800 sq. feet per side);
3. Variation to allow for setback from Right-of-Way from 80 feet to 20 feet; and

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition #Z18-041 MIF 31W350 Diehl, LLC dated August 9, 2018.
2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

DuPage County Development Committee VOTE (to Approve): 6 Ayes, 0 Nays, 0 Absent

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois that the following zoning relief be granted:

1. Variation to increase maximum height of pole mounted sign along I-88 from 20 feet to 75 feet;
2. Variation to increase signage of a dual paneled pole mounted sign from 200 square feet to 1,600 (800 sq. feet per side);
3. Variation to allow for setback from Right-of-Way from 80 feet to 20 feet; and
4. Conditional Use to allow for electronic/L.E.D display sign within 500 feet of Interstate Highway, on the property hereinafter described:

THAT PART OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF THE PLAT OF SURVEY OF THE CARL A. NOREEN FARM (RECORDED AS DOCUMENT NUMBER 743569), SAID POINT BEING ON THE CENTERLINE OF DIEHL ROAD AND RUNNING THENCE NORTH 06°07’08” EAST, ALONG THE EAST LINE OF SAID LOT 1, 485.21 FEET TO THE SOUTH LINE OF PARCEL E-1C-367.3 OF THE EAST WEST TOLLWAY; THENCE NORTH 86°50’03” EAST, ALONG SAID SOUTH LINE, 658.37 FEET TO AN ANGLE POINT; THENCE NORTH 87°43’57” EAST, ALONG SAID SOUTH LINE 208.78 FEET (RECORD 211.77 FEET) TO THE WEST LINE OF LOT 9 OF THE ASSESSMENT PLAT OF THE LANDS OF JAMES L. NICHOLS (RECORDED AS DOCUMENT NUMBER 586056); THENCE SOUTH 06°00’54” WEST ALONG SAID WEST LINE, BEING ALSO THE WEST LINE OF LOT 1 OF BEAVER CONSTRUCTION COMPANY ASSESSMENT PLAT (RECORDED AS DOCUMENT NUMBER R71-6976), 586.23 FEET TO THE CENTERLINE OF DIEHL ROAD;
THENCE NORTH 86°15’45” WEST, ALONG SAID CENTERLINE, 858.10 FEET TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS; EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: THAT PART OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF THE PLAT OF SURVEY OF THE CARL A. NOREEN FARM (RECORDED AS DOCUMENT NUMBER 743569), SAID POINT BEING ON THE CENTERLINE OF DIEHL ROAD AND THENCE NORTH 06°07’08” EAST, ALONG THE EAST LINE OF SAID LOT 1, 485.21 FEET TO THE SOUTH LINE OF PARCEL E-1C-367.3 OF THE EAST WEST TOLLWAY; THENCE NORTH 86°50’03” EAST, ALONG SAID SOUTH LINE, 382.10 FEET; THENCE SOUTH 03°44’15” WEST 530.72 FEET TO THE CENTERLINE OF DIEHL ROAD; THENCE NORTH 86°15’45” WEST, ALONG SAID CENTERLINE, 399.50 FEET TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS; AND ALSO EXCEPTING THEREFROM THAT PART OF THE LAND CONVEYED TO THE NAPERVILLE TOWNSHIP ROAD DISTRICT BY TRUSTEE’S DEED RECORDED AUGUST 12, 2003 AS DOCUMENT NUMBER R2003-315346, IN DU PAGE COUNTY, ILLINOIS; and

The Zoning Relief is subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition #Z18-041 MIF 31W350 Diehl, LLC dated August 9, 2018.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the property be developed in accordance with all other codes and Ordinances of DuPage County; and

BE IT FURTHER ORDAINED by the County Board of DuPage County, Illinois that should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid; and

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State’s Attorney’s Office; DuPage County Health Department; DuPage County Division of Transportation; Michael Androwich, Manager, 1301 West 22nd Street, Suite 711, Oak Brook, Illinois 60523 and Naperville Township Assessor, 139 Water Street, Naperville, Illinois 60540.

Enacted and approved this 25th day of September, 2018, A.D., in Wheaton, Illinois.
Member Tornatore moved, seconded by Member Chaplin, that Ordinance #DC-O-0062-18 (petitioner Martens) be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Healy was not present at the time of roll call. Motion carried.

ORDINANCE
DC-O-0062-18
ZP-Z18-049 Martens

WHEREAS, a public hearing was held on August 23, 2018 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 6:00 P.M. before the DuPage County Zoning Board of Appeals and notice of said hearing was duly given; and

WHEREAS, a petition was presented at this hearing requesting the following zoning relief:

A Variation to reduce the interior (west) side setback from 10 feet to approximately 3 feet for a new detached garage on the property hereinafter described:

LOT 44 IN BRANIGAR’S MOHAWK MANOR, BEING A SUBDIVISION IN SECTION 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 25, 1956 AS DOCUMENT 825111, IN DU PAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Board of Appeals, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on September 6, 2018 does find as follows:

FINDINGS OF FACT:

1. That petitioner testified that she seeks the subject zoning relief to demolish the existing detached garage on the subject property and replace it with the proposed detached garage.
   - That petitioner testified that the existing detached garage has foundation problems, including large cracks and exposed rebar.

2. That petitioner testified that she has lived at the property for approximately 15 years.

3. That petitioner testified that the proposed detached garage will be located within the exact footprint of the existing detached garage.
4. That petitioner testified that the subject property’s septic field is located directly behind the existing detached garage. As such, that petitioner testified that the only location she can build a new detached garage is within the exact footprint of the existing detached garage.

- Furthermore, that petitioner testified that building the proposed detached garage directly behind the house and within the buildable area, would create difficulties pulling vehicles in and out of the garage due to the location of the principal building, driveway and septic field on the subject property.

5. That petitioner testified that she nor anyone will at the subject property run a business out of the proposed detached garage.

6. That petitioner testified that the proposed detached garage will not have any heat nor running water and will only have basic electrical outlets typically found in a residential garage.

7. That petitioner testified that the proposed detached garage will maintain general lighting typically found on a residential garage.

8. That petitioner testified that the adjacent neighbor to the west of the proposed detached garage signed a letter of support for the development and does not have any objections.

STANDARDS FOR VARIATIONS:

1. That the Zoning Board of Appeals finds that petitioner has demonstrated that the granting of the Variation is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County’s comprehensive plan for development.

2. The Zoning Board of Appeals finds that due to the location of petitioner’s septic field on the subject property, the only location to place the proposed detached garage is within the exact footprint of the existing detached garage, which is located approximately 3 feet from the interior (west) side setback.

3. That the Zoning Board of Appeals finds that petitioner has demonstrated the granting of the Variation will not:

   a. Impair an adequate supply of light and air to the adjacent property as petitioner has demonstrated that the proposed detached garage will be located within the exact footprint of the existing garage.

   b. Increase the hazard from fire or other dangers to said property as petitioner has demonstrated that they will receive a building permit from the County for the proposed detached garage and that it will be built pursuant to the current building codes.
c. Diminish the value of land and buildings throughout the County as petitioner has demonstrated that they will tear down the existing detached garage and will replace it with the proposed detached garage, which will be an added benefit to the neighborhood.

d. Unduly increase traffic congestion in the public streets and highways as petitioner has demonstrated that the proposed detached garage will store the same number of vehicles as the existing, two-car garage.

  • Furthermore, that traffic will not be increased on the subject property, as petitioner has demonstrated that the proposed detached garage will be located at the same location of the existing garage, which is set back behind the rear the principal building and will not affect traffic.

e. Increase the potential for flood damages to adjacent property as petitioner has demonstrated that the proposed detached garage will be located within the same footprint as the existing garage.

  • As such, that the County’s Stormwater Department has no objections on the proposed detached garage and will review the building plans at the time of permit application.

f. Incur additional public expense for flood protection, rescue or relief as petitioner has demonstrated that the County’s Stormwater Department has no objections on the proposed detached garage and will review the building plans at the time of permit application.

g. Otherwise impair the public health, safety, comfort, morals or general welfare of the inhabitants of DuPage County as petitioner has demonstrated that the proposed detached garage will be located within the exact same footprint as the existing detached garage. As such, petitioner has demonstrated that the proposed detached garage will not impact adjacent property owners or the surrounding area.

  • Furthermore, that petitioner has demonstrated that they have received a signed petition from the adjacent property to west stating their support for a Variation to reduce the interior (west) side setback from 10 feet to approximately 3 feet for a new detached garage.
**GENERAL ZONING CASE INFORMATION**

<table>
<thead>
<tr>
<th>CASE #/PETITIONER</th>
<th>Z18-049 Martens</th>
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<tbody>
<tr>
<td>ZONING REQUEST</td>
<td>A Variation to reduce the interior (west) side setback from 10 feet to approximately 3 feet for a new detached garage.</td>
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<tr>
<td>OWNER</td>
<td>Martens, Jason &amp; Jennifer, 17W081 North Street, Bensenville, Illinois 60106</td>
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<td>ADDRESS/LOCATION</td>
<td>17W081 North Street, Bensenville, Illinois 60106</td>
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<td>PIN</td>
<td>03-10-205-005</td>
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<td>TWSP./CTY. BD. DIST.</td>
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<td>ZONING/LUP</td>
<td>R-3 SF RESIDENCE 0-5 DU AC</td>
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<td>AREA</td>
<td>.63 (27,442 sq. feet)</td>
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<tr>
<td>UTILITIES</td>
<td>Well and Septic</td>
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<td>PUBLICATION DATE</td>
<td>Daily Herald: August 6, 2018</td>
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<td>PUBLIC HEARING</td>
<td>August 23, 2018</td>
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**GENERAL BULK REQUIREMENTS:**

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<th>PROPOSED</th>
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<td>Behind Front Wall &amp; 76 feet</td>
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<td>West Int. Side Yard:</td>
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<td>East Int. Side Yard:</td>
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<td>South Rear Yard:</td>
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<td>Approx. 101 feet</td>
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WHEREAS, the Zoning Board of Appeals, having considered in relation to the above and at the recommendation meeting held on September 6, 2018 recommends to approve the following zoning relief:

Variation to reduce the interior (west) side setback from 10 feet to approximately 3 feet for a new detached garage.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition #Z18-049 Martens dated August 23, 2018.
2. That petitioner is not permitted to operate a business out of the subject detached garage.
3. That petitioner shall not cause illumination in excess of one-half (1/2) foot-candle at property lines.
4. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
5. That in conjunction with the submittal of a building permit the developer provides a landscape plan showing partial landscape screens around the perimeter of the development.

6. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

ZBA VOTE (to Approve): 7 Ayes, 0 Nays, 0 Absent

WHEREAS, the County Board Development Committee on September 18, 2018 considered the above findings and recommendations of the Zoning Board of Appeals and recommends to concur with the findings and recommends to approve the following zoning relief:

Variation to reduce the interior (west) side setback from 10 feet to approximately 3 feet for a new detached garage.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition #Z18-049 Martens dated August 23, 2018.

2. That petitioner is not permitted to operate a business out of the subject detached garage.

3. That petitioner shall not cause illumination in excess of one-half (1/2) foot-candle at property lines.

4. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

5. That in conjunction with the submittal of a building permit the developer provides a landscape plan showing partial landscape screens around the perimeter of the development.

6. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

DuPage County Development Committee VOTE (to Approve): 6 Ayes, 0 Nays, 0 Absent

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois that the following zoning relief be granted:

A Variation to reduce the interior (west) side setback from 10 feet to approximately 3 feet for a new detached garage on the property hereinafter described:
LOT 44 IN BRANIGAR’S MOHAWK MANOR, BEING A SUBDIVISION IN SECTION 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 25, 1956 AS DOCUMENT 825111, IN DU PAGE COUNTY, ILLINOIS; and

The Zoning Relief is subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition #Z18-049 Martens dated August 23, 2018.

2. That petitioner is not permitted to operate a business out of the subject detached garage.

3. That petitioner shall not cause illumination in excess of one-half (1/2) foot-candle at property lines.

4. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

5. That in conjunction with the submittal of a building permit the developer provides a landscape plan showing partial landscape screens around the perimeter of the development; and

BE IT FURTHER ORDAINED by the County Board of DuPage County, Illinois that should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid; and

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State’s Attorney’s Office; DuPage County Health Department; DuPage County Division of Transportation; Jason & Jennifer Martens, 17W081 North Street, Bensenville, Illinois 60106 and Addison Township Assessor, 401 North Addison Road, Addison, Illinois 60101.

Enacted and approved this 25th day of September, 2018, A.D., at Wheaton, Illinois.

Member Tornatore moved, seconded by Member Chaplin, that Ordinance #DC-O-0063-18 (petitioner Foss) be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Healy was not present at the time of roll call. Motion carried.
WHEREAS, a public hearing was held on August 16, 2018 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 6:00 P.M. before the DuPage County Zoning Board of Appeals and notice of said hearing was duly given; and

WHEREAS, a petition was presented at this hearing requesting the following zoning relief:

Conditional Use to increase the square footage of all detached structures (1 new detached garage of 960 sq. feet and 1 existing shed of 144 sq. feet) from 850 sq. feet to approximately 1,104 sq. feet on the property hereinafter described:

LOT 270 IN ROBERT BARTLETT’S GLEN ELLYN COUNTRYSIDE UNIT NUMBER 3, BEING A SUBDIVISION OF THE NORTH ½ OF THE SOUTHEAST ¼ OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED JULY 12, 1951, AS DOCUMENT 628332, IN DU PAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Board of Appeals, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on September 6, 2018 does find as follows:

FINDINGS OF FACT:

1. That petitioner testified that he seeks the subject zoning relief to construct a new detached garage of approximately 960 sq. feet and intends to keep an existing shed of 144 sq. feet on the subject property.

2. That petitioner testified that the principal building on the subject property does not have a basement, causing limited storage.
   - Furthermore, that petitioner testified that the proposed detached garage would store the petitioner’s three vehicles, one motorcycle, riding lawnmower and household equipment.

3. That petitioner testified that they will remove the smaller (approximately 64 sq. feet) of the two existing sheds and keep the shed that is approximately 12 feet by 12 feet.
   - That petitioner testified that the existing shed is used to store household equipment.
4. That petitioner testified that the proposed detached garage will be built pursuant to the site plan made part of Zoning Petition #Z18-050 Foss dated August 16, 2018.
   - That petitioner testified that the proposed detached garage will be a tandem-style garage, allowing for storage of vehicles and storage of household equipment.

5. That petitioner testified that they will not operate a business out of the proposed detached garage.

6. That petitioner testified that the garage will maintain lighting typically found on a residential garage.

STANDARDS FOR CONDITIONAL USES:

1. That the Zoning Board of Appeals finds that petitioner has demonstrated that the granting of the Conditional Use is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County’s comprehensive plan for development; and specifically, that the granting of the Conditional Use will not:
   a. Impair an adequate supply of light and air to the adjacent property as petitioner has demonstrated that the proposed detached garage will be built where the existing garage is currently located and that the proposed detached garage will be larger, extending only in the rear to include additional storage space.
   b. Increase the hazard from fire or other dangers to said property as petitioner has demonstrated that they will receive a building permit from the County for the proposed detached garage and that it will be built pursuant to the current building codes.
   c. Diminish the value of land and buildings throughout the County as petitioner has demonstrated that he will tear down the existing garage and will replace it with the proposed detached garage, which will be an added benefit to the neighborhood.
   d. Unduly increase traffic congestion in the public streets and highways as petitioner has demonstrated that the proposed detached garage will be set back behind the rear of the principal building and will not affect traffic.
   e. Increase the potential for flood damages to adjacent property as petitioner has demonstrated that the County’s Stormwater Department has no objections on the proposed detached garage and will review the building plans at the time of permit application.
   f. Incur additional public expense for flood protection, rescue or relief as petitioner has demonstrated that the County’s Stormwater Department has no objections on the
proposed detached garage and will review the building plans at the time of permit application.

g. Otherwise impair the public health, safety, comfort, morals or general welfare of the inhabitants of DuPage County as petitioner has demonstrated that adjacent neighbors have signed a petition in support of the development and do not object to a Conditional Use to increase the square footage of all detached structures (1 new detached garage of 960 sq. feet and 1 existing shed of 144 sq. feet) from 850 sq. feet to approximately 1,104 sq. feet

**PETITIONER’S DEVELOPMENT FACT SHEET**

<table>
<thead>
<tr>
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<tbody>
<tr>
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<td><strong>ZONING/LUP</strong></td>
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<td><strong>AREA</strong></td>
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<td><strong>UTILITIES</strong></td>
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<td><strong>PUBLICATION DATE</strong></td>
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<td>Floor Area Ratio:</td>
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<td>Approx. 782 sq. feet for all detached accessory buildings</td>
<td>Approx. 1,104 sq. feet for all detached accessory buildings</td>
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WHEREAS, the Zoning Board of Appeals, having considered in relation to the above and at the recommendation meeting held on September 6, 2018 recommends to approve the following zoning relief:
Conditional Use to increase the square footage of all detached structures (1 new detached garage of 960 sq. feet and 1 existing shed of 144 sq. feet) from 850 sq. feet to approximately 1,104 sq. feet.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition #Z18-050 Foss dated August 16, 2018.
2. That petitioner is not permitted to operate a business out of the subject detached garage.
3. That the subject detached garage remains as a garage.
4. That petitioner shall not cause illumination in excess of one-half (1/2) foot-candle at property lines.
5. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
6. That in conjunction with the submittal of a building permit the developer provides a landscape plan showing partial landscape screens around the perimeter of the development.
7. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

ZBA VOTE (to Approve): 7 Ayes, 0 Nays, 0 Absent

WHEREAS, the County Board Development Committee on September 18, 2018 considered the above findings and recommendations of the Zoning Board of Appeals and recommends to concur with the findings and recommends to approve the following zoning relief:

Conditional Use to increase the square footage of all detached structures (1 new detached garage of 960 sq. feet and 1 existing shed of 144 sq. feet) from 850 sq. feet to approximately 1,104 sq. feet.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition #Z18-050 Foss dated August 16, 2018.
2. That petitioner is not permitted to operate a business out of the subject detached garage.
3. That the subject detached garage remains as a garage.
4. That petitioner shall not cause illumination in excess of one-half (1/2) foot-candle at property lines.

5. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

6. That in conjunction with the submittal of a building permit the developer provides a landscape plan showing partial landscape screens around the perimeter of the development.

7. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

DuPage County Development Committee VOTE (to Approve): 6 Ayes, 0 Nays, 0 Absent

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois that the following zoning relief be granted:

Conditional Use to increase the square footage of all detached structures (1 new detached garage of 960 sq. feet and 1 existing shed of 144 sq. feet) from 850 sq. feet to approximately 1,104 sq. feet on the property hereinafter described:

LOT 270 IN ROBERT BARTLETT’S GLEN ELLYN COUNTRYSIDE UNIT NUMBER 3, BEING A SUBDIVISION OF THE NORTH ½ OF THE SOUTHEAST ¼ OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED JULY 12, 1951, AS DOCUMENT 628332, IN DU PAGE COUNTY, ILLINOIS; and

The Zoning Relief is subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition #Z18-050 Foss dated August 16, 2018.

2. That petitioner is not permitted to operate a business out of the subject detached garage.

3. That the subject detached garage remains as a garage.

4. That petitioner shall not cause illumination in excess of one-half (1/2) foot-candle at property lines.

5. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
6. That in conjunction with the submittal of a building permit the developer provides a landscape plan showing partial landscape screens around the perimeter of the development.

7. That the property be developed in accordance with all other codes and Ordinances of DuPage County; and

BE IT FURTHER ORDAINED by the County Board of DuPage County, Illinois that should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid; and

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State’s Attorney’s Office; DuPage County Health Department; DuPage County Division of Transportation; Michael Foss, 2N316 Virginia Avenue, Glen Ellyn, Illinois 60137 and Bloomingdale Township Assessor, 123 North Rosedale, Bloomingdale, Illinois 60108.

Enacted and approved this 25th day of September, 2018, A.D., in Wheaton, Illinois.

Member Tornatore moved, seconded by Member Chaplin, that Ordinance #DC-O-0064-18 (petitioner Group A Architecture) be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Healy was not present at the time of roll call. Motion carried.

ORDINANCE
DC-O-0064-18
ZP-Z18-048 Group A Architecture

WHEREAS, a public hearing was held on August 23, 2018 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 6:00 P.M. before the DuPage County Zoning Board of Appeals and notice of said hearing was duly given; and

WHEREAS, a petition was presented at this hearing requesting the following zoning relief:

1. Conditional Use for a Planned Development.
2. Rezoning from R-4 to R-5 on the property hereinafter described:
LOTS 21 AND 22 IN HINSDALE MEADOWBROOK FARMS, BEING A
SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF
SECTION 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD
PRINCIPAL MERIDIAN, EXCEPTING THE SOUTH 175.0 FEET OF THE WEST
350.0 FEET, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 25, 1952
AS DOCUMENT 650073 AND CERTIFICATE OF CORRECTION FILED JUNE 3,
1952 AS DOCUMENT 653220, IN DU PAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Board of Appeals, having considered in relation to the above
requested zoning petition presented at the above hearing and at the recommendation meeting
held on September 6, 2018 does find as follows:

FINDINGS OF FACT (REZONING FROM R-4 TO R-5):

1. That petitioner testified that he seeks the subject zoning relief to combine and rezone the
two subject properties from R-4 Single-Family to R-5 Multiple-Family to allow for the
construction of 15 townhomes.

2. That petitioner testified that the two subject properties have been for-sale for an extended
period of time, so much so that the for-sale signs have deteriorated and collapsed.

   • That petitioner testified that the subject properties should be rezoned to a use
     compatible for the site and general area due to the length of time the subject
     properties have been left vacant/undeveloped as single-family residences.

   • That petitioner testified that the heavy traffic along Route 83 is incompatible with
     single-family residences and that the subject properties should be used for multiple-
     family residences.

3. That petitioner testified that he does not yet own the two subject properties but has placed
   a conditional offer and deposit with the property owner for the sale to be completed once
   petitioner has received the subject zoning relief.

4. That petitioner testified that the single-family homes located on the west side of Route 83
   were most likely constructed in the 1940s.

5. That petitioner testified that the adjacent property to the east is owned and operated by
   the Zoroastrian Center of Chicago.

6. That petitioner testified that commercial developments are located south of the proposed
development on Route 83.

7. That petitioner testified that the highest and best use of the property would be multiple-
   family residences, built on a quiet street (as indicated in the site plan), rather than two
   single-family, homes built on two large parcels of land, and located adjacent to Route 83.
8. That petitioner testified that a commercial use would not be the highest and best use of the subject properties because there would not be enough property for a commercial development at the subject location.

9. That petitioner testified that rezoning the subject properties from R-4 to R-5 would be an added benefit to the surrounding area because petitioner is in the process of developing 7 single-family homes approximately ½ mile from the subject properties. As such, that petitioner testified that the proposed townhome development would act as an entrance/buffer to the new, single-family homes.

FINDINGS OF FACT (CONDITIONAL USE):

1. That petitioner testified that he seeks the subject zoning relief for a planned development to allow for the construction of 15 townhomes.

2. That petitioner testified that each townhome will be constructed with quality materials, such as brick and wood.

3. That petitioner testified that the proposed development will have a Homeowner’s Association and that each home will be a fee-simple townhome, complete with approximately a 2.5 car garage and 20-foot driveway.

4. That petitioner testified that the proposed development will include a wetland-bottom stormwater detention area on the northwestern portion of the property, complete with native species/plants.

5. That petitioner testified that sewer and water are both available to the proposed development through the adjacent property to the east. Petitioner testified that the lift station maintained by the adjacent property to the east has enough capacity for the proposed development.

6. That petitioner testified that the proposed development will have clear circulation and access for emergency vehicles, garbage collection, and snow plows. Furthermore, petitioner testified that the clearance is approximately 24 feet wide between the community parking spaces and townhomes and that the length of each driveway is approximately 20 feet.

7. That petitioner testified that he intends to maintain the existing, mature trees on the subject properties but will add a partial landscape screen of arborvitae along the south and east property lines. Petitioner testified that he will discuss the screening further with the adjacent property owners.

8. That petitioner testified that the planned development will not have street lighting and that only the proposed townhomes will have lighting typically found on residential properties.
STANDARDS FOR CONDITIONAL USES:

1. That the Zoning Board of Appeals finds that petitioner has demonstrated that the granting of the Conditional Use is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County’s comprehensive plan for development; and specifically, that the granting of the Conditional Use will not:

   a. Impair an adequate supply of light and air to the adjacent property as petitioner has demonstrated that the proposed development complies with all setback requirements for the R-5 Multiple-Family Zoning District.

      • Furthermore, that petitioner has demonstrated that he will create a partial landscape screen along the south and east property lines per recommendations from the adjacent property owners.

   b. Increase the hazard from fire or other dangers to said property as petitioner has demonstrated that they will receive a building permit from the County for the proposed townhome planned development and that it will be built pursuant to the current building codes.

   c. Diminish the value of land and buildings throughout the County as petitioner has demonstrated that the construction of the proposed townhome planned development will be an added benefit to the neighborhood.

      • As such, petitioner has demonstrated through the architectural renderings made part of Zoning Petition #Z18-048 Group A Architecture dated August 23, 2018, that the development will be constructed in such a manner to include quality materials (brick and wood accents) throughout the front, sides, and rear of the proposed townhomes.

   d. Unduly increase traffic congestion in the public streets and highways as petitioner has demonstrated that the proposed development will not have direct access to Route 83 but will have access to Route 83 through two locations on Meadowbrook.

   e. Increase the potential for flood damages to adjacent property as petitioner has demonstrated that the proposed development will include a wetland-bottom stormwater detention area on the northwestern portion of the property, complete with native species/plants. Additionally, that petitioner testified that depending on the financial feasibility, petitioner would like to include permeable pavers instead of asphalt for the paving within the proposed development.

   f. Incur additional public expense for flood protection, rescue or relief as petitioner has demonstrated that the DuPage County Stormwater Department does not object to the proposed development but may require additional information at the time of permit application.
g. Otherwise impair the public health, safety, comfort, morals or general welfare of the inhabitants of DuPage County as petitioner has demonstrated that the adjacent property owner to the east of the development does not object and that petitioner will work with the adjacent property owner to the south to develop a proper landscape screen.

- Furthermore, that the proposed development will be an added benefit to the neighborhood and will also act as an entrance to the neighborhood and to seven (7) single-family homes petitioner is developing approximately ½ mile from the subject property.

PETITIONER’S DEVELOPMENT FACT SHEET

<table>
<thead>
<tr>
<th>CASE #/PETITIONER</th>
<th>Z18-048 Group A Architecture</th>
</tr>
</thead>
</table>
| ZONING REQUEST    | 1. Conditional Use for a Planned Development.  
2. Rezoning from R-4 to R-5. |
| OWNER             | Harold Liesenfelt (Agent), 50 Burr Ridge Parkway, Burr Ridge, Illinois 60527 |
| ADDRESS/LOCATION  | 8601 Route 83, Burr Ridge Illinois 60527 |
| PIN               | 09-35-401-001 & 09-35-401-002 |
| TWSP./CTY. BD. DIST. | Downers Grove N District 3 |
| ZONING/LUP        | R-4 Single Family 0-5 DU AC |
| AREA              | Total: 2.89 Acres (125,888 sq. feet)  
09-35-401-001: 1.41 Acres  
09-35-401-002: 1.48 Acres |
| UTILITIES         | N/A |
| PUBLICATION DATE  | Daily Herald: July 31, 2018 |
| PUBLIC HEARING    | August 23, 2018 |

GENERAL BULK REQUIREMENTS (R-5 MULTI-RES):

<table>
<thead>
<tr>
<th>REQUIREMENTS:</th>
<th>REQUIRED</th>
<th>EXISTING</th>
<th>PROPOSED</th>
</tr>
</thead>
<tbody>
<tr>
<td>North Front Yard:</td>
<td>25 feet</td>
<td>N/A</td>
<td>Approx. 25 feet</td>
</tr>
<tr>
<td>East Int. Side Yard:</td>
<td>15 feet</td>
<td>N/A</td>
<td>Approx. 15 feet</td>
</tr>
<tr>
<td>West Corner Side Yard:</td>
<td>20 feet</td>
<td>N/A</td>
<td>Approx. 74 feet &amp; 11 inches</td>
</tr>
<tr>
<td>South Rear Yard:</td>
<td>20 feet</td>
<td>N/A</td>
<td>Approx. 35 feet &amp; 3 inches</td>
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</tbody>
</table>

LAND USE

<table>
<thead>
<tr>
<th>Location</th>
<th>Zoning</th>
<th>Existing Use</th>
<th>LUP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subject</td>
<td>R-4 SF Residence</td>
<td>Vacant</td>
<td>0-5 DU AC</td>
</tr>
<tr>
<td>North</td>
<td>Circle Avenue/Meadowbrook Drive and beyond R-4 SF Residence</td>
<td>House</td>
<td>0-5 DU AC</td>
</tr>
<tr>
<td>South</td>
<td>R-4 SF Residence</td>
<td>House</td>
<td>0-5 DU AC</td>
</tr>
</tbody>
</table>
WHEREAS, the Zoning Board of Appeals, having considered in relation to the above and at the recommendation meeting held on September 6, 2018 recommends to approve the following zoning relief:

1. Conditional Use for a Planned Development.
2. Rezoning from R-4 to R-5.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition #Z18-048 Group A Architecture dated August 23, 2018.
2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
3. That in conjunction with the submittal of a building permit the developer provides a landscape plan showing partial landscape screens around the perimeter of the development.
4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

ZBA VOTE (to Approve): 6 Ayes, 0 Nays, 0 Absent, 1 Abstain

WHEREAS, the County Board Development Committee on September 18, 2018 considered the above findings and recommendations of the Zoning Board of Appeals and recommends to concur with the findings and recommends to approve the following zoning relief:

1. Conditional Use for a Planned Development.
2. Rezoning from R-4 to R-5.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition #Z18-048 Group A Architecture dated August 23, 2018.
2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
3. That in conjunction with the submittal of a building permit the developer provides a landscape plan showing partial landscape screens around the perimeter of the development.
4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

DuPage County Development Committee VOTE (to Approve): 6 Ayes, 0 Nays, 0 Absent

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois that the following zoning relief be granted:

1. Conditional Use for a Planned Development.
2. Rezoning from R-4 to R-5 on the property hereinafter described:

LOTS 21 AND 22 IN HINSdale MEADOWBROOK FARMS, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THE SOUTH 175.0 FEET OF THE WEST 350.0 FEET, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 25, 1952 AS DOCUMENT 650073 AND CERTIFICATE OF CORRECTION FILED JUNE 3, 1952 AS DOCUMENT 653220, IN DU PAGE COUNTY, ILLINOIS; and

The Zoning Relief is subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition #Z18-048 Group A Architecture dated August 23, 2018.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That in conjunction with the submittal of a building permit the developer provides a landscape plan showing partial landscape screens around the perimeter of the development.

4. That the property be developed in accordance with all other codes and Ordinances of DuPage County; and

BE IT FURTHER ORDAINED by the County Board of DuPage County, Illinois that should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid; and

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State’s Attorney’s Office; DuPage County Health Department; DuPage County Division of Transportation; Harold Liesenfelt (Agent), 50 Burr Ridge Parkway, Burr Ridge, Illinois 60527 and Downers Grove Township Assessor, 4340 Prince Street, Downers Grove, Illinois 60515.
Enacted and approved this 25th day of September, 2018, A.D., at Wheaton, Illinois.

Member Khouri moved, seconded by Member Elliott, that Resolution #ED-R-0886-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Healy was not present at the time of roll call. Motion carried.

RESOLUTION
ED-R-0886-18
CORRECTION OF SCRIVENERS ERROR IN RESOLUTION ED-R-0078-18

WHEREAS, Resolution ED-R-0078-18 was approved and adopted by the County Board on February 27, 2018; and

WHEREAS, this Resolution provides for an amendment between the County of DuPage, Illinois and Western DuPage Chamber of Commerce for a change in the period to July 1, 2017 through September 30, 2019; and

WHEREAS, there was a scrivener’s error in Resolution ED-R-0078-18 in that the period should be July 1, 2017 through June 30, 2019.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Resolution ED-R-0078-18 be corrected to reflect the period to be July 1, 2017 through June 30, 2019; and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copy of this Resolution to Western DuPage Chamber of Commerce, 306 Main Street, West Chicago, Illinois 60185; DuPage Workforce Board/Economic Development Committee; Anthony Hayman, State’s Attorney’s Office and the DuPage County Human Resources Department.

Enacted and approved this 25th day of September, 2018, at Wheaton, Illinois.

Member Hart moved, seconded by Member Puchalski, that Resolution #HHS-R-0878-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Healy was not present at the time of roll call. Motion carried.
RESOLUTION
HHS-R-0878-18
AUTHORIZATION OF APPLICATIONS FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR PY19
(Under the administrative direction of the Department of Community Services)

WHEREAS, the County Board of DuPage County, Illinois entered in an Agreement with Municipalities lying within DuPage County, on February 18, 1975 by Resolution IR-131-75, to create the DuPage Community Development Commission to administer Federal Grants under Public Law 93-383; and

WHEREAS, under said Law, the County of DuPage is entitled to a PY 2019 Community Development Block Grant (CDBG) of approximately $3,900,000 under the Housing and Community Development Act of 1974; and

WHEREAS, the DuPage County Department of Community Services will receive $190,000.00 in CDBG funding to support housing related services in the Housing Supports and Self-Sufficiency Unit; and

WHEREAS, the DuPage County Department of Community Services, is developing an application for Emergency Shelter Grant Funds (of which it will expend approximately $15,000.00) for emergency rental and utility assistance to rehouse literally homeless persons and to prevent homelessness.

NOW, THEREFORE, BE IT RESOLVED that the County Board of DuPage County authorizes said application to be submitted by the DuPage County Department of Community Services; and

BE IT FURTHER RESOLVED that the Director of Community Services be and is hereby authorized and directed to submit said applications to the DuPage Community Development Commission, together with such additional or revised information, data and reports as may be required; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send a certified copy of this Resolution to the Community Services Department.

Enacted and approved this 25th day of September, 2018, at Wheaton, Illinois.

Member Hart moved, seconded by Member Khouri, that Resolution #HHS-R-0880-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott,
RESOLUTION
HHS-R-0880-18
MODIFICATION FIVE TO COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT BETWEEN DU PAGE COUNTY AND DU PAGE P.A.D.S., INC. PROJECT CD15-12

WHEREAS, DuPage County has participated in the Housing and Community Development Program since 1975; and

WHEREAS, DuPage P.A.D.S., Inc. has made application to DuPage County for a portion of County’s CDBG; and

WHEREAS, the County Board approved this project on February 10, 2015, as part of the 2015 Action Plan of the 2015-2019 DuPage County Consolidated Plan submitted to HUD for the Community Development Block Grant Program under Resolution DC-R-0094-15; and

WHEREAS, the Plan provided for a grant to DU PAGE P.A.D.S., INC. (SUBGRANTEE) in the amount of $13,209.00 for project CD15-12, Client Service Center Roof Replacement, for the purpose of removing the existing deteriorating roof and replacing it with a new roof at the Client Service Center located at 703 West Liberty Drive, Wheaton, Illinois; and

WHEREAS, on April 25, 2015, the County entered into an Agreement with SUBGRANTEE to implement this project (hereinafter, together with any previous modifications thereto, called “Agreement”); and

WHEREAS, SUBGRANTEE has requested Modification Five to grant an additional time extension to finish said project with an expiration date of March 31, 2019 and said Modification request was approved by the DuPage Community Development Executive Committee on September 4, 2018 and the County Health & Human Services Committee on September 18, 2018.

NOW THEREFORE BE IT RESOLVED by the County Board that said Modification Five to Agreement between DuPage County and SUBGRANTEE attached hereto and herein incorporated by reference, is hereby approved; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is authorized and directed to execute the Modification on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and
BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is hereby authorized to approve amendments to project CD15-12 so long as such amendments further the completion of said project and are in accordance with regulations applicable to the Community Development Block Grant Program and are in accordance with the policies of DuPage County and the DuPage Community Development Commission; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send certified copies of this Resolution to Ms. Carol Simler, President/Chief Executive Officer of DuPage P.A.D.S., Inc., 601 West Liberty Drive, Wheaton, Illinois 60187 and the DuPage Community Development Commission.

Enacted and approved this 25th day of September, 2018, at Wheaton, Illinois.

R E S O L U T I O N
HHS-R-0881-18
MODIFICATION TWO TO COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT BETWEEN DU PAGE COUNTY AND DU PAGE P.A.D.S., INC.
PROJECT CD17-12

WHEREAS, DuPage County has participated in the Housing and Community Development Program since 1975; and

WHEREAS, DuPage P.A.D.S., Inc. has made application to DuPage County for a portion of County’s CDBG; and

WHEREAS, the County Board approved this project on March 28, 2017, as part of the 2017 Action Plan of the 2015-2019 DuPage County Consolidated Plan submitted to HUD for the Community Development Block Grant Program under Resolution HHS-R-0184-17; and

WHEREAS, the Plan provided for a grant to DU PAGE P.A.D.S., INC. (SUBGRANTEE) in the amount of $288,957.00 for project CD17-12, Client Service Center Building Addition, for the purpose of constructing a building addition to the Client Services Center located at 703 West Liberty Drive, Wheaton, Illinois; and
WHEREAS, on October 24, 2018, the County entered into an Agreement with SUBGRANTEE to implement this project (hereinafter, together with any previous modifications thereto, called “Agreement”); and

WHEREAS, SUBGRANTEE has requested Modification Two to grant an additional time extension to finish said project with an expiration date of March 31, 2019 and said Modification request was approved by the DuPage Community Development Executive Committee on September 4, 2018 and the County Health & Human Services Committee on September 18, 2018.

NOW THEREFORE BE IT RESOLVED by the County Board that said Modification Two to Agreement between DuPage County and SUBGRANTEE attached hereto and herein incorporated by reference, is hereby approved; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is authorized and directed to execute the Modification on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is hereby authorized to approve amendments to project CD17-12 so long as such amendments further the completion of said project and are in accordance with regulations applicable to the Community Development Block Grant Program and are in accordance with the policies of DuPage County and the DuPage Community Development Commission; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send certified copies of this Resolution to Ms. Carol Simler, President/Chief Executive Officer of DuPage P.A.D.S., Inc., 601 West Liberty Drive, Wheaton, Illinois 60187 and the DuPage Community Development Commission.

Enacted and approved this 25th day of September, 2018, at Wheaton, Illinois.

Member Hart moved, seconded by Member Khouri, that Resolution #HHS-R-0882-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Healy was not present at the time of roll call. Motion carried.
RESOLUTION
HHS-R-0882-18
MODIFICATION FOUR TO THE HOME INVESTMENT PARTNERSHIPS AGREEMENT BETWEEN THE COUNTY OF DU PAGE AND DU PAGE HOMEOWNERSHIP CENTER, INC. dba H.O.M.E. DU PAGE, INC.
PROJECT HM15-01

WHEREAS, DuPage County is a participating jurisdiction in the HOME Investment Partnerships Act (HOME) Program since 1992; and

WHEREAS, DuPage Homeownership Center, Inc., dba H.O.M.E. DuPage, Inc., an Illinois Not-for-Profit Corporation, has applied for HOME funds that will be used to provide deferred junior mortgages to qualified low-income first time homebuyers and known as HOME project #HM15-01; and

WHEREAS, the DuPage HOME Advisory Group and the County Health and Human Services Committee have recommended HOME funding in the amount of Two Hundred Eighty Seven Thousand Three Hundred and 00/100 Dollars ($287,300.00) for said application; and

WHEREAS, an Agreement requiring compliance with HOME program requirements, has been adopted by Resolution HHS-R-0159-16 on May 10, 2016, said Agreement was modified by internal policies/procedures to extend the agreement time period by 6-months on March 8, 2017, further modified by internal policies/procedures to extend the agreement time period by 6-months on August 15, 2017; further modified by internal policies/procedures to extend the agreement time period by 6-months on February 20, 2018; and

WHEREAS, the DuPage HOME Advisory Group and County Health and Human Services Committee have approved the recommendation to enter into a third agreement modification, extending the agreement time period by an additional 6-months to March 31, 2019.

NOW THEREFORE BE IT RESOLVED by the County Board that said Agreement between DuPage County and DuPage Homeownership Center, Inc. dba H.O.M.E. DuPage, Inc., hereby incorporated by reference, is hereby approved; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is authorized and directed to execute said Agreement on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is hereby authorized to approve amendments to project HM15-01 so long as such amendments further the completion of project HM15-01 and are in accordance with regulations applicable to the HOME Investment Partnerships program and are in accordance with the policies of DuPage County; and
BE IT FURTHER RESOLVED that the County Clerk be directed to send certified copies of this Resolution to Ms. Anne O’Dell, Executive Director of DuPage Homeownership Center, Inc., dba H.O.M.E. DuPage, Inc., 1600 East Roosevelt Road, Wheaton, Illinois 60187 and the Community Development Commission.

Enacted and approved this 25th day of September, 2018, at Wheaton, Illinois.

Member Hart moved, seconded by Member Khouri, that Resolution #HHS-R-0883-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Healy was not present at the time of roll call. Motion carried.

RESOLUTION
HHS-R-0883-18
MODIFICATION FOUR TO THE COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT WITH DU PAGE COUNTY AND THE DU PAGE HOMEOWNERSHIP CENTER, INC., dba H.O.M.E. DU PAGE, INC.
PROJECT NUMBER CD15-23A

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the “Housing and Community Development Act of 1974”, and other subsequent housing acts, and may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, COUNTY has been a participating jurisdiction in the United States Department of Housing and Urban Development’s (“HUD’s”) Housing and Community Development Program since 1975, and has applied for Community Development Block Grant Funds (“CDBG”) from HUD as provided by the Housing and Community Development Act of 1974, as amended (P.L. 93-383)(“ACT”); and

WHEREAS, COUNTY, as part of its application to HUD, has created a Housing Development Fund Program (“HDF”) which is used to provide funds to maintain and expand housing opportunities for low and moderate-income households (“HDF FUNDS”); and

WHEREAS, the DU PAGE HOMEOWNERSHIP CENTER, INC., dba H.O.M.E. DU PAGE, INC., has made application to COUNTY for HDF FUNDS that will be used to provide closing cost grants to qualified low-income first time homebuyers obtaining HOME
funded junior mortgages, with grant funds in the amount of $65,000.00 for project CD15-23a; and

WHEREAS, the DuPage HOME Advisory Group and County Development Committee have recommended HDF funding in the amount of $65,000.00 for said application; and

WHEREAS, an Agreement requiring compliance with CDBG program requirements, has been adopted by Resolution CD-R-0094-15 on February 10, 2015, said Agreement being executed on May 10, 2016, modified by internal policies/procedures to extend the agreement time period by 6-months on March 8, 2017, further modified by internal policies/procedures to extend the agreement time period by 6-months on August 15, 2017, further modified by internal policies/procedures to extend the agreement time period by 6-months on February 20, 2018; and

WHEREAS, the HOME Advisory Group and Health and Human Services Committee have approved the recommendation to enter into a fourth agreement modification, extending the agreement time period by an additional 6-months to March 31, 2019.

NOW THEREFORE BE IT RESOLVED by the County Board that said Agreement between DuPage County and the DU PAGE HOMEOWNERSHIP CENTER, INC., dba H.O.M.E. DU PAGE, INC., hereby incorporated by reference, is hereby approved; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is authorized and directed to execute the Agreement on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is hereby authorized to approve amendments to project CD15-23a so long as such amendments further the completion of project CD15-23a and are in accordance with regulations applicable to the Community Development Block Grant Program and are in accordance with the policies of DuPage County and the DuPage Community Development Commission; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send certified copies of this Resolution to Ms. Anne O’Dell, Executive Director of DuPage Homeownership Center, Inc., dba H.O.M.E. DuPage, Inc., 1600 East Roosevelt Road, Wheaton, Illinois 60187 and the DuPage Community Development Commission.

Enacted and approved this 25th day of September, 2018, at Wheaton, Illinois.


Member Hart moved, seconded by Member Khouri, that Resolution #HHS-P-0242-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Healy was not present at the time of roll call. Motion carried.
RESOLUTION
HHS-P-0242-18
AWARDING RESOLUTION TO SYMBRIA REHAB, INC.
FOR COMMUNITY WELLNESS PARTNER FOR THE WELLNESS
AND OUTPATIENT CENTER AT THE DU PAGE CARE CENTER
(TOTAL CONTRACT AMOUNT: $65,000.00)

WHEREAS, proposals have been taken and processed in accordance with County Board policy; and

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of a contract purchase order to Symbria Rehab, Inc., for Community Wellness Partner for staffing and management at the Wellness and Outpatient Treatment Center at the DuPage Care Center for the period October 1, 2018 through September 30, 2019.

NOW, THEREFORE BE IT RESOLVED, that said contract for Community Wellness Partner for staffing and management at the Wellness and Outpatient Treatment Center at the DuPage Care Center for the period October 1, 2018 through September 30, 2019 be, and it is hereby approved for issuance of a contract by the Procurement Division to Symbria Rehab, Inc., 28100 Torch Parkway, Suite 600, Warrenville, Illinois 60555 for a contract total amount of $65,000.00, per renewal option under Proposal P16-146-GV, second optional one year renewal.

Enacted and approved this 25th day of September, 2018, at Wheaton, Illinois.

Member Hart moved, seconded by Member Khouri, that Resolution #HHS-P-0243-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Healy was not present at the time of roll call. Motion carried.

RESOLUTION
HHS-P-0243-18
AWARDING RESOLUTION TO SYMBRIA REHAB, INC.
FOR PHYSICAL, OCCUPATIONAL, SPEECH AND RESPIRATORY
THERAPY AND CONSULTING FOR THE DU PAGE CARE CENTER
(TOTAL CONTRACT AMOUNT: $1,300,000)

WHEREAS, proposals have been taken and processed in accordance with County Board policy; and
WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of a contract purchase order to Symbria Rehab, Inc., for physical, occupational, speech and respiratory therapy and consulting, for the DuPage Care Center for the period November 1, 2018 through October 31, 2019.

NOW, THEREFORE BE IT RESOLVED, that said contract for physical, occupational, speech and respiratory therapy and consulting, for the DuPage Care Center for the period November 1, 2018 through October 31, 2019, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Symbria Rehab, Inc., 28100 Torch Parkway, Suite 600, Warrenville, Illinois 60555 for a contract total amount of $1,300,000.

Enacted and approved this 25th day of September, 2018, at Wheaton, Illinois.

Member Eckhoff moved, seconded by Member Krajewski, that Ordinance #JPS-O-0065-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Healy was not present at the time of roll call. Motion carried.

ORDINANCE
JPS-O-0065-18
ENABLING ORDINANCE
HINSDALE LAKE TERRACE AVANATH REALTY INC.
FOR TRAFFIC CONTROL IN RESIDENTIAL SUBDIVISION

WHEREAS, the County of DuPage (County) and the DuPage County Sheriff (Sheriff) have, pursuant to 625 ILCS 5/11-209, entered into an Agreement with Hinsdale Lake Terrace Avanath Realty Inc. for the regulation of traffic on the roadways of; and

WHEREAS, the Hinsdale Lake Terrace Avanath Realty Inc. has requested that the County enforce the Illinois traffic laws on the subdivision roadways as part of the agreement; and

WHEREAS, the Sheriff has agreed to enforce such traffic laws as requested.

NOW, THEREFORE, BE IT ORDAINED that the County shall grant the authority to the Sheriff to enforce Illinois traffic laws on the subdivision roadways, and that all subdivision roadways shall be considered “highways” for such enforcement purposes pursuant to 625 ILCS 5/11-209.1; and
BE IT FURTHER ORDAINED that the County Clerk shall publish notice hereof and that copies be sent to the President of the Hinsdale Lake Terrace Avanath Realty Inc., the Auditor, the Treasurer, the Finance Department, the Sheriff’s Office, the State’s Attorney’s Office and the County Board Office.

Enacted and approved this 25th day of September, 2018, at Wheaton, Illinois.

Member Eckhoff moved, seconded by Member Krajewski, that Resolution #JPS-P-0241-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Healy was not present at the time of roll call. Motion carried.

RESOLUTION
JPS-P-0241-18
AWARDING RESOLUTION TO SENTINEL OFFENDER SERVICES LLC TO PROVIDE COURT ORDERED GPS DEVICE & ELECTRONIC MONITORING SERVICES TO JUVENILES AND INDIGENT ADULT OFFENDERS AND THEIR VICTIMS (CONTRACT TOTAL AMOUNT: $75,000.00)

WHEREAS, pursuant to an Intergovernmental Agreement between the County of DuPage and National Association of State Procurement Officers (NASPO), the County of DuPage will contract with Sentinel Offender Services LLC; and

WHEREAS, the Judicial/Public Safety Committee recommends County Board approval for the issuance of a contract purchase order 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 DuPage County Probation and Court Services.

NOW, THEREFORE BE IT RESOLVED, that said contract to provide court ordered GPS device or Electronic Monitoring services to juveniles and indigent adult offenders and their victims, for DuPage County Probation and Court Services, for the period October 1, 2018 through September 30, 2019, for the DuPage County Probation and Court Services, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Sentinel Offender Services LLC, 201 Technology Drive, Irvine, California 92618, for a contract total amount not to exceed $75,000.00.

Enacted and approved this 25th day of September, 2018, at Wheaton, Illinois.
Member Eckhoff moved, seconded by Member Zay, that an OHSEM Supervisor be authorized to travel to Emmitsburg, Maryland on November 4-9, 2018 to attend Federal Emergency Management Agency (FEMA) training for the Master Exercise Practitioner Program, discussing exercise standards. This is part one of two trips to Maryland. Most costs are being covered by FEMA. The approximate cost to the County for this trip is $75.00. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Healy was not present at the time of roll call. Motion carried.

Member Eckhoff moved, seconded by Member Zay, that an OHSEM Supervisor be authorized to travel to Emmitsburg, Maryland on March 3-8, 2019 to attend Federal Emergency Management Agency (FEMA) training for the Master Exercise Practitioner Program, discussing exercise standards. This is part two of two trips to Maryland. Most costs are being covered by FEMA. The approximate cost to the County for this trip is $75.00. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Healy was not present at the time of roll call. Motion carried.

Member Noonan moved, seconded by Member Chaplin, that Resolution #FM-R-0884-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grant and Healy were not present at the time of roll call. Motion carried.

RESOLUTION
FM-R-0884-18
AUTHORIZATION TO SUBMIT A GRANT APPLICATION TO THE COMMUNITY DEVELOPMENT COMMISSION FOR THE DU PAGE COUNTY CARE CENTER PHASE II ELECTRICAL WORK PROJECT

WHEREAS, the DuPage Care Center was originally built in 1888 and became a nursing facility in the 1930s; and

WHEREAS, the DuPage Care Center has developed into one of the most modern, best equipped, professionally staffed, treatment and rehabilitation centers for the chronically ill in the State of Illinois; and
WHEREAS, the mission of the DuPage Care Center is to provide quality long term care as well as short term rehabilitative services to DuPage County residents in a professional and cost-effective manner; and

WHEREAS, the safety and security of the residents, visitors and employees are of the utmost priorities for the DuPage Care Center; and

WHEREAS, an existing electrical transformer at the DuPage Care Center has exceeded its useful life and other medium and low voltage electrical distribution equipment need to be replaced; and

WHEREAS, the County has developed plans (the “Phase II Electrical Work Project”) that includes the replacement of aging electrical equipment and the relocation of electrical equipment to the exterior of the DuPage Care Center building in order to improve that facility’s safety; and

WHEREAS, the Community Development Block Grant (CDBG) program provides Federal funding assistance for public improvements and the Phase II Electrical Work Project is eligible for such funding assistance.

NOW, THEREFORE, BE IT RESOLVED, that the County of DuPage authorizes the DuPage Care Center to submit an application to the Community Development Commission (CDC) for a CDBG in the total amount of Four hundred thousand dollars ($400,000.00) for the Phase II Electrical Work Project at the DuPage Care Center; and

BE IT FURTHER RESOLVED, that the DuPage County Clerk be directed to transmit certified copies of the Resolution to the CDC and Anthony Hayman, State’s Attorney Office.

Enacted and approved this 25th day of September, 2018, at Wheaton, Illinois.

Member Noonan moved, seconded by Member Larsen, that Resolution #FM-P-0244-18 be approved and adopted. On roll call, Members Anderson, Chaplin, Dicicinni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grant and Healy were not present at the time of roll call. Motion carried.
RESOLUTION
FM-P-0244-18
AWARDING RESOLUTION ISSUED TO TRANE U.S. INC.
TO PROVIDE A PREVENTIVE/FULL SERVICE MAINTENANCE PROGRAM
FOR THE THREE POWER PLANT CHILLERS
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL AMOUNT: $313,659.00)

WHEREAS, pursuant to the Intergovernmental Agreement between the County of DuPage and U.S. Communities, the County of DuPage will contract with Trane U.S. Inc.; and

WHEREAS, the Public Works Committee recommends County Board Approval for the issuance of a contract purchase order, to provide a preventive maintenance program for the three (3) electric water chillers in the power plant, for the three-year period October 1, 2018 through September 30, 2021, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide a preventive maintenance program for the three (3) electric water chillers in the power plant, for the three-year period October 1, 2018 through September 30, 2021, for Facilities Management, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Trane U.S. Inc., 3600 Pammel Creek Road, La Crosse, Wisconsin 54601, for a contract total amount not to exceed $313,659.00.

Enacted and approved this 25th day of September, 2018, at Wheaton, Illinois.

Member Noonan moved, seconded by Member Khouri, that Resolution #FM-P-0245-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grant and Healy were not present at the time of roll call. Motion carried.

RESOLUTION
FM-P-0245-18
AWARDING RESOLUTION ISSUED TO SYNERGY SYSTEMS INC.
TO PROVIDE BOILER CONTROLS REPLACEMENT
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED $259,519.35)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and
WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract purchase order to Synergy Systems Inc., to provide replacement of the boiler controls, control system and front-end server/user interface for each of the three existing HTHW control systems at the Power Plant, for the period through November 30, 2019, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide replacement of the boiler controls, control system and front-end server/user interface for each of the three existing HTHW control systems at the Power Plant, for the period through November 30, 2019, for Facilities Management, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to, Synergy Systems Inc., 1982 Ohio Street, Lisle, Illinois 60532, for a total contract amount not to exceed $259,519.35, per lowest responsible bid #18-089-DT.

Enacted and approved this 25th day of September, 2018, at Wheaton, Illinois.

Member Wiley moved, seconded by Member Anderson, that the Chief Information Officer be authorized to attend the 2018 Illinois Digital Government Summit in Springfield, Illinois from October 10-12, 2018, for an approximate cost of $500.00. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grant and Healy were not present at the time of roll call. Motion carried.

Member Wiley moved, seconded by Member Puchalski, that Resolution #TE-P-0249-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grant and Healy were not present at the time of roll call. Motion carried.

RESOLUTION
TE-P-0249-18
AWARDING RESOLUTION TO CA TECHNOLOGIES, INC.
FOR MAINFRAME SUPPORT SOFTWARE
(CONTRACT TOTAL AMOUNT: $131,518.80)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and
WHEREAS, the Technology Committee recommends County Board approval for the issuance of a County Contract to CA Technologies, Inc., for mainframe support software, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that said contract to provide mainframe support software, for the period of December 1, 2018 through November 30, 2021, for Information Technology, be, and it is hereby approved for issuance of a County Contract by the Procurement Division to CA Technologies, Inc., 2291 Wood Oak Drive, Herndon, Virginia 20171-2823, for a contract total amount of $131,518.80, per 55 ILCS 5/5-1022 (c) “Competitive Bids” not suitable for competitive bidding - Sole Source.

Enacted and approved this 25th day of September, 2018, at Wheaton, Illinois.

Member Wiley moved, seconded by Member Khouri, that Resolution #TE-P-0250-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Khouri, Krajeski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grant and Healy were not present at the time of roll call. Motion carried.

RESOLUTION
TE-P-0250-18
AWARDING RESOLUTION TO IBM CORPORATION FOR
PROGRAM PRODUCT SOFTWARE LICENSES,
SUPPORT AND MAINTENANCE
(CONTRACT TOTAL AMOUNT $111,171.72)

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

WHEREAS, the Technology Committee recommends County Board approval for issuance of a contract purchase order to IBM Corporation, for program product software licenses for IBM z/OS and software support and maintenance for the BC12 z System Server for the period of December 1, 2018 through November 30, 2019, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that covering said contract for the purchase of program product software licenses for IBM z/OS and software support and maintenance for the BC12 z System Server, for Information Technology, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to IBM Corporation, 71 South Wacker Drive, Illinois Public Sector, Chicago, Illinois 60606-4637, for a contract total amount of $111,171.72.
Enacted and approved this 25th day of September, 2018, at Wheaton, Illinois.

Member Wiley moved, seconded by Member Zay, that Resolution #TE-P-0251-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grant and Healy were not present at the time of roll call. Motion carried.

RESOLUTION
TE-P-0251-18
AWARDING RESOLUTION TO
SWC TECHNOLOGY PARTNERS, INC. FOR THE ANNUAL
FIRE EYE SOFTWARE SUPPORT AND MAINTENANCE
(CONTRACT TOTAL AMOUNT: $109,916.00)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the Government Services Administration (GSA), the County of DuPage will contract with SWC Technology Partners; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract purchase order to SWC Technology Partners, Inc., for the annual FireEye Advanced Threat Intelligence platform support and maintenance, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for the renewal of FireEye Advanced Threat Intelligence platform support and maintenance, for Information Technology, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to SWC Technology Partners, Inc., 1420 Kensington Road, Oak Brook, Illinois 60523-2144, for the period of October 8, 2018 through December 9, 2019, for a contract total amount of $109,916.00, per Government Services Administration (GSA) Schedule 70 pricing.

Enacted and approved this 25th day of September, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member Krajewski, that Resolution #DT-R-0877-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski,
Tornatore, Wiley and Zay voted “aye.” Members Grant and Healy were not present at the time of roll call. Motion carried.

RESOLUTION
DT-R-0877-18
AGREEMENT BETWEEN THE COUNTY OF DU PAGE
AND THE ILLINOIS PRAIRIE PATH CORPORATION
TO CONSTRUCT SIGNAGE IMPROVEMENTS
ALONG CH 47/ILLINOIS PRAIRIE PATH
(NO COUNTY COST)

WHEREAS, the County of DuPage (hereinafter County) submitted on behalf of the Illinois Prairie Path Corporation (hereinafter IPPc) a Commonwealth Edison/Openlands Green Region Grant (hereinafter GRANT) application to install historic marker signage (hereinafter IMPROVEMENTS) along CH 47/Illinois Prairie Path; and

WHEREAS, the COUNTY was awarded $3,000.00 under the GRANT program; and

WHEREAS, the IPPc will serve as the lead agency for the IMPROVEMENT and the COUNTY will serve as the fiscal agent for purposes of distributing the GRANT funding; and

WHEREAS, the COUNTY by virtue of its power set forth in “Counties Code” (55 ILCS 5/1001 et seq.) and “Illinois Highway Code” (605 ILCS 5/1-101 et seq.) is authorized to enter into agreements; and

WHEREAS, an Agreement has been prepared and attached hereto which outlines the responsibilities of the COUNTY and IPPc for the purposes of constructing the IMPROVEMENT; and

WHEREAS, said Agreement must be executed by the parties.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Chairman and Clerk of said Board are hereby directed and authorized to execute the attached Agreement; and

BE IT FURTHER RESOLVED that one (1) certified copy of this Resolution and one (1) duplicate original Agreement be sent to the IPPc, by and through the Division of Transportation.

Enacted and approved this 25th day of September, 2018, at Wheaton, Illinois.
Member Puchalski moved, seconded by Member Zay, that Resolution #DT-R-0286A-17 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grant and Healy were not present at the time of roll call. Motion carried.

R E S O L U T I O N
DT-R-0286A-17
AMENDMENT TO RESOLUTION DT-R-0286-17
ISSUED TO PATH CONSTRUCTION COMPANY, INC.
VARIOUS BRIDGE JOINT REPAIRS
SECTION 17-JTREP-00-BR
(DECREASE $91,635.02 AND CLOSE; 21.85%)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0286-17 on June 13, 2017; and

WHEREAS, a contract was awarded by County Board Resolution DT-R-0286-17 to Path Construction Company, Inc. for Various Bridge Joint Repairs, Section 17-JTREP-00-BR; and

WHEREAS, the current contract total amount is $419,400.00; and

WHEREAS, Path Construction Company, Inc. has completed all obligations under the contract, and there are allocated and unexpended funds remaining under said contract; and

WHEREAS, it is in the best interest of the County to de-obligate the remaining funds and close said contract, and said change is authorized by law.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board hereby decreases the funding in the amount of $91,635.02, resulting in a final County cost of $327,764.98, a decrease of 21.85%.

Enacted and approved this 25th day of September, 2018, at Wheaton, Illinois.

Pursuant to PA99-0646, Pension Obligation Projections Required by the Local Government Wage Increase Transparency Act, Chairman Cronin declared the Pension Obligation Projections open for discussion.
Under Unfinished Business, Member Elliott thanked Chairman Cronin for the handling of the Election Commission. It is clear that this Board and the Chairman don’t have direct operational control. This Board supported legislation to dissolve the entity and bring it under the control of an Elected Official. It was asked why the Board didn’t act sooner, but this wasn’t the first year. We tried to get legislation passed last year and they should ask the Democrat leaders why it didn’t pass.

Member Grasso stated that Public Comment is fundamental to our democracy. Sometimes no good deed goes unpunished. He is proud to be part of the ACT program. The Chairman created it and acted on it. The facts were wrong in Public Comment.

Member Chaplin questioned how the building was miscoded by the Election Commission issue. As for Sterigenics, she felt they needed random testing of the water. She wants to test the water today. They need to have dialogue with the residents as members on a task force with State, County and Municipal leaders. She believes they need to figure out how to have closed-captioning.

Member Larsen said that the Health Department offers well water testing for $35.00.

Member Chaplin remarked that they only test for bacterial nitrates, not organic chemicals.

Member Hart stated that he doesn’t believe that this Board can do anything else. We continue to work with the municipality and impact on the residents. They have taken action as a Board and look forward to working with the Health Department in testing the water.

Member Grasso said that this is a District 3 issue. The Board of Health provided a list of who can do the testing. He asked Member Chaplin to please not politicize a public health issue.

Member Khouri remarked that the Attorney General has the power to shut down Sterigenics.

Member Elliott moved, seconded by Member Larsen, that this meeting of the September Session of the County Board of DuPage County be adjourned to Tuesday, October 9, 2018, at 10:00 a.m. for passage of the Property Tax Levy, pursuant to 35 ILCS 200/18-10. On voice vote, motion carried.

Paul Hinds, County Clerk
The proceedings of the County Board of DuPage County at a Regular meeting held at the DuPage Center, 421 North County Farm Road, Wheaton, Illinois, on Tuesday, October 9, 2018, at 10:00 A.M.

Meeting called to order with Chairman Cronin presiding.

On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay were present. Members Grasso and Khouri were not present at the time of roll call.

Chairman Cronin presented a Proclamation Recognizing National Breast Cancer Awareness Month and the American Cancer Society to Jennifer Brauer and Kiyoko Check of the American Cancer Association.

Member Tornatore moved, seconded by Member Healy, that a Proclamation Recognizing National Breast Cancer Awareness Month and the American Cancer Society be approved.

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PROCLAMATION
RECOGNIZING NATIONAL BREAST CANCER AWARENESS MONTH AND THE AMERICAN CANCER SOCIETY

WHEREAS, an estimated 1 in 8 women will develop breast cancer in their lifetime and 1 in 38 women will succumb to the disease; and

WHEREAS, an estimated 1 in 1,000 men will develop breast cancer in their lifetime and less than 1 percent of all breast cancer cases develops in men; and

WHEREAS, women and men can reduce their breast cancer risk by maintaining a healthy weight and being physically active throughout their lives, and early detection and prompt treatment can significantly reduce suffering and deaths caused by this disease; and

WHEREAS, the American Cancer Society is in every community providing free information and services to people fighting the disease; and

WHEREAS, one in every two women newly diagnosed with breast cancer turn to the American Cancer Society for help and support; and

WHEREAS, to show support for the American Cancer Society’s fight against breast cancer and support those who are being treated for the disease or those who lost loved ones, residents are urged to wear or display a pink ribbon during the month of October.
NOW, THEREFORE, BE IT RESOLVED that I, Daniel J. Cronin, Chairman of the DuPage County Board and members of the County Board, do hereby proclaim the month of October 2018 as National Breast Cancer Awareness Month in DuPage County and support the efforts and work of the American Cancer Society.

Enacted this 9th day of October, 2018, in Wheaton, Illinois.

Chairman Cronin presented a Proclamation for Arts DuPage Month to Debby Venezia, Executive Director of the Naperville Art League.

Member Chaplin moved, seconded by Member Noonan, that a Proclamation for Arts DuPage Month be approved.

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PROCLAMATION FOR ARTS DU PAGE MONTH

WHEREAS, the arts, culture and humanities are the embodiment of all things beautiful and entertaining in the world -- the enduring record of human achievement; and

WHEREAS, the arts, culture and humanities enhance every aspect of life in DuPage County -- improving our economy, enriching our civic life, driving tourism, and exerting a profound positive influence on the education of our children; and

WHEREAS, arts education research shows that the arts help to foster discipline, creativity, imagination, self-expression, and problem-solving skills while also helping to develop a heightened appreciation of beauty and cross-cultural understanding; and

WHEREAS, the arts, culture, and humanities play a unique and intrinsically valuable role in the lives of our families in our county; and

WHEREAS, the month of October has been recognized as Arts DuPage Month by Arts DuPage and the arts and cultural organizations in all the communities within DuPage County.

NOW, THEREFORE, I, Daniel J. Cronin, Chairman of the DuPage County Board and members of the County Board, do hereby proclaim October 2018 as DuPage County Arts DuPage Month and call upon all citizens to celebrate and promote arts and culture in DuPage County.

Enacted this 9th day of October, 2018, in Wheaton, Illinois.
Chairman Cronin presented a Proclamation of Commendation to Mondelez, Inc. to Dennis Weeks, H.R. Manager of Mondelez.

Member Healy moved, seconded by Member Anderson, that a Proclamation of Commendation to Mondelez, Inc. be approved.

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PROCLAMATION OF COMMENDATION TO MONDELEZ INC.

WHEREAS, Mondelez International’s Naperville manufacturing plant, built by Nabisco, began operation in 1968 and is celebrating its 50th Anniversary this year; and

WHEREAS, the Naperville plant employs more than 200 employees from Naperville and the surrounding municipalities; and

WHEREAS, the Naperville plant is the sole producer of Triscuit crackers for the United States, baking and distributing a significant amount of Triscuit crackers annually; and

WHEREAS, the Naperville plant’s production lines make 100 percent Non-GMO project verified Triscuit products for consumers to snack on and enjoy; and

WHEREAS, the Naperville plant is a longstanding community partner, supporting numerous community organizations and charitable efforts over the years.

NOW, THEREFORE, BE IT RESOLVED that I, Daniel J. Cronin, Chairman of the DuPage County Board, and members of the County Board, do hereby commend Mondelez Inc. for celebrating 50 years of operation in Naperville and for being a valued part of DuPage County.

Approved this 9th day of October, 2018, in Wheaton, Illinois.

Chairman Cronin presented a CRS (Community Rating System) classification plaque to Members Jim Zay and Sam Tornatore. The County received this designation from the Federal Emergency Management Agency.

Chairman Cronin made the following remarks:

I’d like to offer an update on some of the questions that have arisen on the Sterigenics Willowbrook facility and to offer clarification on where we are.
Last Tuesday, Governor Rauner issued a call for the Illinois E.P.A. to seek an order which would temporarily shut down the Sterigenics facility until “a complete review of additional modeling and risk assessment is completed by U.S. E.P.A. or until the U.S. E.P.A. otherwise assures the community that resumed operations would not present an elevated health risk.” The Illinois E.P.A. referred that enforcement action to the Illinois State’s Attorney’s Office. We are told that at this time, the Attorney General’s office is evaluating the E.P.A’s referral under relevant sections of the Illinois Environmental Protection Act to ensure there is sufficient evidence to proceed with a temporary shutdown. The facility is still open, but we call on all leaders to work with all haste to shut it down until we know the air residents breathe is safe.

Separate and apart from that effort, as you know, I traveled to Washington, D.C. late last month and met with the U.S. E.P.A. and urged them to complete ambient air testing, which they agreed to do. They also agreed to improve communication with the community, which has understandable anxiety about health risks due to Sterigenics. The U.S. E.P.A. will utilize the September stack testing results from Sterigenics to determine the best placement of sensors for ambient testing. This data will also inform an updated report they intend to complete, on public health risks associated with emissions from the plant. The U.S. E.P.A. estimates it will provide that information by the end of the month.

On the agenda today for your consideration is a change to the DuPage County Building and Zoning Code, which would now name ethylene oxide as a restricted substance in unincorporated DuPage County. This is action that has been discussed since we first learned of the ETO emissions in Willowbrook and there has been interest in bringing this matter before the full board. Thanks to Members Hart and Tornatore for working together on this Resolution.

So that is the update on air quality action. As far as inquiries regarding water testing for residents living near the facility, DuPage County Health Department Executive Director Karen Ayala has been immersed in dialogue with local, state and national scientists and environmental experts. Aided by our Public Works and Environmental Division, Karen has been researching industry standards and accurate options for water testing. At this time, we are continuing our efforts to identify the most accurate test for residential water systems, seeking guidance from the federal Environmental Protection Agency. As soon as that information becomes available, we will share it.

I want to thank Board Members from District 5 and 6 who joined me for last week’s celebration and groundbreaking in West Chicago to mark three new developments at the 800-acre DuPage Business Center. This $24 million dollar project brings Suncast Corporation, Norix Group, Inc. and Greco and Sons, Inc., to the business center, along with two pending transactions, which together will encompass more than 170 acres. The Suncast and Norix projects alone are expected to bring at least 400 permanent and 600 construction jobs, creating $94 million in economic impact to our region. This is cause for celebration and exactly the type of development we are looking for in the DuPage Business Center.

Finally, if any of you are looking for Rodney Craig on November 15, our favorite Mayor of Hanover Park will be in Springfield picking up the Governor’s Hometown Award in
Economic Opportunity. The Village won the Award for its Greenbrook Tanglewood Neighborhood Revitalization project. Congratulations to Mayor Craig and the Village staff in Hanover Park who are a part of this important initiative.

The following people voiced Public Comment regarding various issues:

June Nelson – Zoning Violation
David Nelson – Zoning Violation
Joanna Chlystek – Sterigenics
Holly Hootman – Election Commission and Closed Captioning
Karen Rugg – Sanctity of Property

Member Zay moved, seconded by Member Chaplin, that the Consent Calendar be approved. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso, Healy and Khouri were not present at the time of roll call. Motion carried.

Member Zay moved, seconded by Member Puchalski, that Resolution #CB-R-0901-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Khouri were not present at the time of roll call. Motion carried.

RESOLUTION
CB-R-0901-18
APPOINTMENT OF TROY A. CLAMPIT
TO THE SALT CREEK SANITARY DISTRICT

WHEREAS, Daniel J. Cronin has submitted to the County Board his appointment of Troy A. Clampit to be a Trustee of the Salt Creek Sanitary District; and

WHEREAS, such appointment requires the advice and consent of the County Board under 70 ILCS 2405/3, as amended.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of Troy A. Clampit to be a Trustee of
the Salt Creek Sanitary District for a term commencing October 9, 2018 and ending on April 30, 2021; and

BE IT FURTHER RESOLVED that the “Notice of Appointment” be attached hereunto and made a part of this Resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this Resolution to: Troy A. Clampit and Robert T.C. Kay, 330 South Naperville Road, Suite 208, Wheaton, Illinois 60187.

Enacted and approved this 9th day of October, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member DiCianni, that Resolution #FI-R-0893-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Khouri were not present at the time of roll call. Motion carried.

RESOLUTION
FI-R-0893-18
ACCEPTANCE AND APPROPRIATION OF THE COMPREHENSIVE LAW ENFORCEMENT RESPONSE TO DRUGS GRANT FY19 INTERGOVERNMENTAL AGREEMENT NO. 416721 COMPANY 5000 - ACCOUNTING UNIT 6615 $66,061
(Under the administrative direction of the DuPage County State’s Attorney’s Office)

WHEREAS, the County of DuPage, through the DuPage County State’s Attorney’s Office, has been notified by the Illinois Criminal Justice Information Authority that grant funds in the amount of $66,061.00 (SIXTY-SIX THOUSAND, SIXTY-ONE AND NO/100 DOLLARS) are available for continuing the Multi-Jurisdictional Drug Prosecution Program; and

WHEREAS, to receive said grant funds, the County of DuPage, on behalf of the DuPage County State’s Attorney’s Office, must enter into Intergovernmental Agreement No. 416721 with the Illinois Criminal Justice Information Authority, a copy of which is attached to and incorporated as a part of this Resolution by reference (Attachment II); and

WHEREAS, the term of the grant agreement is from October 1, 2018 through March 31, 2019; and

WHEREAS, no additional County funds are required to receive this funding; and
WHEREAS, acceptance of this grant 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 Intergovernmental Agreement No. 416721 (Attachment II) between DuPage County and the Illinois Criminal Justice Information Authority 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 $66,061.00 (SIXTY-SIX THOUSAND, SIXTY-ONE AND NO/100 DOLLARS) be made to establish the Comprehensive Law Enforcement Response to Drugs Grant FY19, Company 5000 - Accounting Unit 6615, for the period October 1, 2018 through March 31, 2019; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Judicial and Public Safety Committee shall review the need for continuing the specified program and 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 9th day of October, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member DiCianni, that Resolution #FI-R-0897-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Khouri were not present at the time of roll call. Motion carried.
RESOLUTION
FI-R-0897-18
ACCEPTANCE AND APPROPRIATION OF ADDITIONAL FUNDING FOR
THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM HHS GRANT FY18
INTERGOVERNMENTAL AGREEMENT NO. 18-224028
COMPANY 5000 - ACCOUNTING UNIT 1420
$1,362,852
(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage heretofore accepted and appropriated the Low Income Home Energy Assistance Program HHS Grant FY18, Company 5000 - Accounting Unit 1420, pursuant to Resolution FI-R-0065-18 for the period October 1, 2017 through June 30, 2019; and

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity with modification #002 to Intergovernmental Agreement No. 18-224028 (Attachment II) that additional grant funds in the amount of $1,362,852 (ONE MILLION, THREE HUNDRED SIXTY-TWO THOUSAND, EIGHT HUNDRED FIFTY-TWO AND NO/100 DOLLARS) are available to be used to assist low-income DuPage County residents by offsetting the rising cost of home energy through direct financial assistance, energy counseling, outreach and education; and

WHEREAS, no additional County funds are required to receive this additional 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 additional funding 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 modification #002 to Intergovernmental Agreement No. 18-224028 (Attachment II) 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 $1,362,852 (ONE MILLION, THREE HUNDRED SIXTY-TWO THOUSAND, EIGHT HUNDRED FIFTY-TWO AND NO/100 DOLLARS) be made and added to the Low Income Home Energy Assistance Program HHS Grant FY18, Company 5000 - Accounting Unit 1420 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 Health and Human Services Committee shall review the need for continuing the specified program and related head count; and

BE IT FURTHER RESOLVED that should the Health and Human Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by Resolution.

Enacted and approved this 9th day of October, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member DiCianni, that Resolution #FI-R-0899-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Khouri were not present at the time of roll call. Motion carried.

RESOLUTION
FI-R-0899-18
ACCEPTANCE AND APPROPRIATION OF THE
DU PAGE ANIMAL FRIENDS PHASE II CAPITAL PROJECT GRANT
COMPANY 5000 - ACCOUNTING UNIT 1310
$530,874
(Under the administrative direction of Animal Services)

WHEREAS, the County of DuPage has been notified by DuPage Animal Friends that grant funds in the amount of $530,874.00 (FIVE HUNDRED THIRTY THOUSAND, EIGHT HUNDRED SEVENTY-FOUR AND NO/100 DOLLARS) are available to be used for the support of the Phase II Capital Project of DuPage County Animal Services; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into an agreement with DuPage Animal Friends, a copy of which is attached to and incorporated as a part of this Resolution by reference (Attachment II); and

WHEREAS, the term of the grant award is from September 12, 2018 until said funding is exhausted; 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 DuPage County Board finds that the need to appropriate said funds creates an emergency within the meaning of the Counties Act, Budget Division (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the agreement between the County of DuPage and DuPage Animal Friends 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 $530,874.00 (FIVE HUNDRED THIRTY THOUSAND, EIGHT HUNDRED SEVENTY-FOUR AND NO/100 DOLLARS) be made to establish the DuPage Animal Friends Phase II Capital Project Grant, Company 5000 - Accounting Unit 1310, for the period of September 12, 2018 until funding is exhausted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Administrator of DuPage County Animal Services is approved as the County’s Authorized Representative; and

BE IT FURTHER RESOLVED by the DuPage County Board, that should local funding cease for this grant, the Animal Services Committee shall review the need for continuing the specified program; and

BE IT FURTHER RESOLVED, that should the Animal Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by Resolution.

Enacted and approved this 9th day of October, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member DiCianni, that Resolution #F1-R-0900-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Khouri were not present at the time of roll call. Motion carried.
RESOLUTION
FI-R-0900-18
ACCEPTANCE AND APPROPRIATION OF THE
DUPAGE ANIMAL FRIENDS BROOKS MC CORMICK JR TRUST GRANT
COMPANY 5000 - ACCOUNTING UNIT 1310
$46,492
(Under the administrative direction of Animal Services)

WHEREAS, DuPage Animal Friends and DuPage County Animal Services were named beneficiaries of a grant from the Brooks McCormick Trust for Animal Rights Law and Policy, for the restricted use of the purchase of a Specialty Veterinary Vehicle and general support of the Specialty Veterinary Vehicle project; and

WHEREAS, on December 7, 2017, DuPage Animal Friends adopted a letter authorizing the donation of an in-kind Specialty Veterinary Vehicle and all remaining unexpended grant funds valued at a combined total amount of $300,000.00, for the Specialty Veterinary Vehicle project to the County of DuPage, for the use and benefit of DuPage County Animal Services to improve the quality of life of the animals in and around DuPage County; and

WHEREAS, the County of DuPage heretofore accepted the donation from DuPage Animal Friends, the Specialty Veterinary Vehicle and any remaining funds for the general support of the Specialty Veterinary Vehicle, valued at a combined total amount of $300,000.00, pursuant to Resolution ACC-R-0028-18 dated December 12, 2017; and

WHEREAS, the County of DuPage has been notified by DuPage Animal Friends that remaining unexpended grant funds in the amount of $46,492.00 (FORTY-SIX THOUSAND, FOUR HUNDRED NINETY-TWO AND NO/100 DOLLARS) are available to be used for the restricted use of the general support of the Specialty Veterinary Vehicle donated by DuPage Animal Friends to DuPage County Animal Services; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into an agreement with DuPage Animal Friends, a copy of which is attached to and incorporated as a part of this Resolution by reference (Attachment II); and

WHEREAS, the term of the grant award is from December 1, 2017 through November 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 DuPage County Board finds that the need to appropriate said funds creates an emergency within the meaning of the Counties Act, Budget Division (55 ILCS 5/6-1003).
NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the agreement between the County of DuPage and DuPage Animal Friends 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 $46,492.00 (FORTY-SIX THOUSAND, FOUR HUNDRED NINETY-TWO AND NO/100 DOLLARS) be made to establish the DuPage Animal Friends Brooks McCormick Jr. Trust Grant, Company 5000 - Accounting Unit 1310, for the period of December 1, 2017 to November 30, 2019; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Administrator of DuPage County Animal Services is approved as the County’s Authorized Representative; and

BE IT FURTHER RESOLVED by the DuPage County Board, that should local funding cease for this grant, the Animal Services Committee shall review the need for continuing the specified program; and

BE IT FURTHER RESOLVED, that should the Animal Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by Resolution.

Enacted and approved this 9th day of October, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Zay, that Resolution #FI-R-0902-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Khouri were not present at the time of roll call. Motion carried.

RESOLUTION
FI-R-0902-18
BUDGET TRANSFERS-VARIOUS COMPANIES AND ACCOUNTING UNITS FISCAL YEAR 2018

WHEREAS, it appears that certain appropriations for various County companies and accounting units are insufficient to cover necessary expenditures for the balance of the 2018 fiscal year; and

WHEREAS, it appears that there are other appropriations within these companies and accounting units from which transfers can be made at the present time to meet the need for funds.
NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached transfers be made within the indicated companies and accounting units.

Enacted and approved this 9th day of October, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member DiCianni, that Resolution #FI-R-0904-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Khouri were not present at the time of roll call. Motion carried.

RESOLUTION
FI-R-0904-18
RENEWAL OF GROUP INSURANCE PROGRAMS

WHEREAS, DuPage County provides medical, dental, vision and life insurance benefits for all eligible County Employees; and

WHEREAS, the County has several current contracts with certain benefit providers and third-party administrators which will continue in the absence of action to terminate; and

WHEREAS, the Human Resources Department annually reviews the benefits programs to identify opportunities to provide the most competitive, well-planned benefits programs; and

WHEREAS, this year, Aon conducted a review and assessment of the insurance programs; and

WHEREAS, this review indicates that it is in the best interest of the County for Blue Cross/Blue Shield of Illinois to continue as the Claims Administrator for our self-insured PPO and HMO medical programs; and

WHEREAS, it is in the best interest of the County for Delta Dental of Illinois to continue as the Claims Administrator for our self-insured dental program; and

WHEREAS, it is in the best interest of the County for Superior Vision to continue as the Administrator for our fully-insured vision program; and

WHEREAS, it is in the best interest of the County for Discovery Benefits to continue as the Administrator for our flexible spending account program; and
WHEREAS, it is in the best interest of the County for The Hartford to continue as the Basic Life, Basic Accidental Death and Dismemberment and Voluntary Life insurance administrator; and

WHEREAS, continuing to provide other voluntary supplemental benefits such as, accident insurance (AFLAC), vision care (Superior Vision), group legal plan (Pre-Paid Legal Services, Inc.), and legal plan for law enforcement officers, would enhance the employee benefit program at no additional cost to DuPage County; and

WHEREAS, it is in the best interest of the County to continue to provide optional voluntary 457 plan providers as determined by County Board administrative staff to be in the best interest of employees; and

WHEREAS, the County of DuPage is authorized to include cash payments made separately from salary and made in lieu of or related to healthcare benefits as earnings reportable to Illinois Municipal Retirement Fund and it is desirable that it do so; and

WHEREAS, continuing to provide psychiatric Case Management and Employee Assistance services to control the cost of psychiatric care and allow the County to comply with the Drug Free Workplace Act and the Omnibus Act, it is in the best interest of the County to contract with Workplace Solutions for these services.

NOW, THEREFORE BE IT RESOLVED that the DuPage County Board accepts the rates as presented in Attachment I, effective January 1, 2019 through December 31, 2019; and

BE IT FURTHER RESOLVED that the DuPage County Board does hereby approve that amounts be paid by the County for each insurance class for the term of these contracts; and

BE IT FURTHER RESOLVED that the amounts paid by the County for each insurance class are based on projected costs and are subject to change if costs are higher than estimated; and

BE IT FURTHER RESOLVED that Blue Cross/Blue Shield of Illinois is authorized to continue to act as Claims Administrator for our self-insured health insurance PPO and HMO programs, providing services under the Administrative Services Agreement on file in the Human Resources Department; and

BE IT FURTHER RESOLVED that Delta Dental of Illinois is authorized to continue as claims administrator for our self-insured dental insurance program providing services under the Agreement on file in the Human Resources Department; and

BE IT FURTHER RESOLVED that Superior Vision is authorized to continue as claims administrator for our fully-insured vision insurance program providing services under the Agreement on file in the Human Resources Department; and
BE IT FURTHER RESOLVED that The Hartford is authorized to continue as the Basic Life, Basic Accidental Death and Dismemberment and Voluntary Life insurance program administrator providing services under the Agreement on file in the Human Resources Department; and

BE IT FURTHER RESOLVED that, AFLAC and Pre-Paid Legal Services, Inc., are authorized to continue to provide optional voluntary benefits for DuPage County employees as described in the Agreements on file in the Human Resources Departments and that employee payroll deductions be paid to these companies as collected; and

BE IT FURTHER RESOLVED that the County of DuPage does hereby elect to include as earnings reportable to the Illinois Municipal Retirement Fund cash payments made separately from salary and made in lieu of or related to healthcare benefits effective from the inception of the program; and

BE IT FURTHER RESOLVED that Workplace Solutions is authorized to provide psychiatric case management and employee assistance services as described in the attached statement to be paid from the self-insurance fund; and

BE IT FURTHER RESOLVED that DuPage County reserves the right to alter our benefit program at any time in order to comply with the changes in federal and state laws and IRS regulations which affect employee benefit programs; and

BE IT FURTHER RESOLVED that the Director of Human Resources is hereby directed to sign any necessary documents to effect said employee benefits and to authorize payment to health care providers, Blue Cross/Blue Shield of Illinois, Delta Dental of Illinois, Superior Vision, The Hartford, AFLAC, Pre-Paid Legal Service, Inc. and Workplace Solutions; and


Enacted and approved this 9th day of October, 2018, at Wheaton, Illinois.
Member Larsen moved, seconded by Member Chaplin, that Resolution #FI-R-0905-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavan, Grant, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Khouri were not present at the time of roll call. Motion carried.

RESOLUTION
FI-R-0905-18
PLACING NAMES ON PAYROLL

WHEREAS, the DuPage County Board heretofore adopted a position classification and Pay Plan for all County employees.

NOW, THEREFORE BE IT RESOLVED that the names as specified below be placed on the regular or temporary payroll at the salaries, classifications, and with the effective date as more particularly set forth below:

CORPORATE FUND

REPLACEMENTS

FACILITIES MANAGEMENT 1000-1100

Effective October 10, 2018
   Caleb Mushynski, Building Automation Systems Technician
   Class 3145 at $65,000 per year

SHERIFF 1000-4410

Effective September 24, 2018
   Thomas Kaczmarczyk, Deputy Sheriff
   Class 2233, Range 411 at $55,051 per year

Effective September 24, 2018
   Yitzel Mansour, Deputy Sheriff
   Class 2233, Range 411 at $55,051 per year

Effective September 24, 2018
   Sean Siddiqui, Deputy Sheriff
   Class 2233, Range 411 at $55,051 per year
Effective September 28, 2018
Alfredo Vargas II, Civilian Jail Officer
Class 2277, Range 108 at $26,199 per year

EQUITY INCREASES

COMMUNITY SERVICES 1000-1750

Effective October 22, 2018
Karen Graczyk, Administrative Assistant
Class 1164, Range 311 at $52,000 per year, from
$46,544 per year

JOB RECLASSIFICATIONS

COMMUNITY SERVICES 1000-1750

Effective October 22, 2018
Shefali Trivedi, Community Program Manager
Class 1919, Range 312 at $70,000 per year, from
Class 1917, Range 312 at $60,724 per year

Effective October 22, 2018
Anna Varona-Doromal, Community Services Manager
Class 1917, Range 313 at $74,000 per year, from
Class 1917, Range 312 at $60,690 per year

NON-CORPORATE FUND

REPLACEMENTS

CARE CENTER 1200-2010

Effective October 10, 2018
Tahiya Rabat, Principal Account Clerk
Class 1173, Range 110 at $17.70 per hour

CARE CENTER 1200-2025

Effective October 8, 2018
Kaylyn Jones, Dining Services Worker
Class 4237, Range 106 at $22,722 per year

REPLACEMENTS
CARE CENTER 1200-2080

Effective October 11, 2018
Raafia Mulla, Office Assistant
Class 1004, Range 108 at $13.00 per hour

EMERGENCY TELEPHONE SYSTEM BOARD 4000-5810

Effective October 10, 2018
Elizabeth Balik, Administrative Specialist
Class 1165, Range 110 at $37,500 per year

STORMWATER MANAGEMENT 1600-3000

Effective October 10, 2018
Kevin Druger, Laborer
Class 3110 at $33,500 per year

PROMOTIONS

CARE CENTER 1200-2050

Effective October 9, 2018
Lynn Kjellstrand, Nursing Supervisor
Class 4131, Range 314 at $81,000 per year, from
Class 4124, Range 311 at $70,980 per year

Effective October 16, 2018
Lorraine Schoen, Clinical Staff Educator
Class 4313, Range 312 at $72,000 per year, from
Class 4372, Range 312 at $68,978 per year

COMMUNITY SERVICES 5000-1650

Effective October 10, 2018
Andrew Love, Community Services Supervisor
Class 1918, Range 311 at $62,000 per year, from
Class 1934, Range 111 at $55,563 per year

PROMOTIONS
STORMWATER MANAGEMENT 1600-3000

Effective October 10, 2018
   David Garges, Senior Water/Wastewater Maintenance Worker
   Class 3215 at $48,195 per year, from
   Class 3214 at $45,899 per year

EQUITY INCREASES

COMMUNITY SERVICES 5000-1480

Effective October 22, 2018
   Julie Tremberth, HMIS Manager
   Class 1947, Range 312 at $70,000 per year, from
   $64,627 per year

DIVISION OF TRANSPORTATION 1500-3500

Effective October 10, 2018
   David Furey, Highway Permit Supervisor
   Class 5127, Range 313 at $81,500 per year, from
   $74,284 per year

HUMAN RESOURCES/WORKFORCE DEVELOPMENT 5000-2840

Effective October 22, 2018
   Amy Everett, Administrative Assistant
   Class 1164, Range 311 at $55,419 per year, from
   $49,419 per year

JOB RECLASSIFICATIONS

COMMUNITY SERVICES 5000-1650

Effective October 22, 2018
   Bridget James, Community Services Manager
   Class 1917, Range 313 at $72,000 per year, from
   Class 1917, Range 312 at $57,221 per year

COMMUNITY SERVICES 5000-1720

Effective October 22, 2018
   Natasha Belli, Community Services Manager
   Class 1917, Range 313 at $74,000 per year, from
   Class 1917, Range 312 at $62,470 per year
Effective October 22, 2018
Jennifer Chlela, Community Services Manager
Class 1917, Range 313 at $74,000 per year, from
Class 1917, Range 312 at $63,414 per year

Effective October 22, 2018
ShaTonya Herring, Community Services Manager
Class 1917, Range 313 at $79,200 per year, from
Class 1917, Range 312 at $69,928 per year

Effective October 22, 2018
Sue Makowski, Community Services Manager
Class 1917, Range 313 at $75,200 per year, from
Class 1917, Range 312 at $59,536 per year

JOB RECLASSIFICATIONS

Effective October 22, 2018
Jean Moccio, Community Services Manager
Class 1917, Range 313 at $75,200 per year, from
Class 1917, Range 312 at $64,440 per year

Effective October 22, 2018
Kristen Ritchie, Community Services Manager
Class 1917, Range 313 at $73,200 per year, from
Class 1917, Range 312 at $59,536 per year

DIVISION OF TRANSPORTATION 1500-3500

Effective October 10, 2018
Deborah Teglia, Administrative Specialist
Class 1165, Range 110 at $38,750 per year, from
Class 3190, Range 109 at $36,487 per year

BE IT FURTHER RESOLVED that the County Clerk be directed to transmit copies of this Resolution to the Auditor, Treasurer, Finance Department, Human Resources Department and one copy to the County Board.

Enacted and approved this 9th day of October, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Zay, that Resolution #FI-P-0265-18, Awarding Resolution to Empower Health Services, L.L.C. for Panel C Blood Tests, Blood Pressure Measurement, Body Mass Index and Health Risk Assessment, be approved and adopted.
Member Puchalski stated that he thought they had decided to go out to bid for this service. Tom Cuculich, County Administrator, replied that they are exercising their one year renewal.

Paul Rafac, Chief Financial Officer, remarked that the former broker went out to bid. This company was the best and they offer a multi-year option.

Member Krajewski said that he thought they were going out to bid, looking for more panels to be done.

Member Larsen stated that the consensus of the Board was to go out to bid next year.

Member Larsen moved, seconded by Member Zay, that Resolution #FI-P-0265-18 be approved and adopted. On roll call, Members Anderson, DiCianni, Eckhoff, Gavanes, Grant, Hart, Healy, Larsen, Tornatore and Zay voted “aye.” Members Chaplin, Elliott, Krajewski, Noonan, Puchalski and Wiley voted “nay.” Members Grasso and Khouri were not present at the time of roll call. Motion carried.

RESOLUTION
FI-P-0265-18
AWARDING RESOLUTION TO
EMPOWER HEALTH SERVICES, LLC. FOR
PANEL C BLOOD TESTS, BLOOD PRESSURE MEASUREMENT,
BODY MASS INDEX AND HEALTH RISK ASSESSMENT
(CONTACT TOTAL AMOUNT: $196,040.00)

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

WHEREAS, DuPage County agrees that employees are the County’s most valuable asset and that healthy employees are happier and more productive which benefits the community as a whole; and

WHEREAS, the County recognizes that employee health and wellness is enhanced through various programs; and

WHEREAS, it is in the County’s best interest to enter into an Agreement with Empower Health Services, LLC., a copy of which is attached to and incorporated as a part of this Resolution by reference (Independent Contractors Agreement and Exhibit A); and

WHEREAS, the Finance Committee recommends County Board approval for the issuance of the contract purchase order to Professional Services to provide Panel C Blood Tests, Blood Pressure Measurement, Body Mass Index and Health Risk Assessment to include the new
hire program effective December 1, 2018 through November 30, 2019, for the Human Resources Department.

NOW, THEREFORE, BE IT RESOLVED that County Contract covering said for professional services to provide Panel C Blood Tests, Blood Pressure Measurement, Body Mass Index and Health Risk Assessment effective December 1, 2018 through November 30, 2019, for the Human Resources Department, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Empower Health Services, LLC., 4255 Westbrook Drive, Suite 223, Aurora, Illinois 60504 for a contract total amount not to exceed $196,040.00.

Enacted and approved this 9th day of October, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Healy, that Ordinance #FI-O-0070-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Khouri were not present at the time of roll call. Motion carried.

ORDINANCE
FI-O-0070-18
PREDICTABLE FEE SCHEDULE
FOR RECORDING STANDARD DOCUMENTS

WHEREAS, the Illinois General Assembly has enacted Public Act 100-0271, effective August 22, 2017, which requires counties to adopt and implement, by Ordinance or Resolution, a predictable fee schedule for recording certain standard documents by the office of the Recorder; and

WHEREAS, Public Act 100-0271 amends Section 5/3-5018 of the Counties Code under which the current traditional recording fee schedule is authorized, to remain effective except as provided for in new Section 5/3-5018.1, which requires a predictable fee schedule for recording certain standard documents; and

WHEREAS, Section 5/3-5018.1 requires the County to adopt and implement, by January 1, 2019, a predictable fee schedule for standard documents which shall be divided into five classifications for which a single, all inclusive, County and State-imposed aggregate fee shall be charged at the time of recording and called the document class flat fee; and

WHEREAS, Section 5/3-5018.1 authorizes certain minimum document class flat fees for each of the following document classes: (1) deeds; (2) leases, lease amendments, and similar
WHEREAS, a fee study analysis was performed regarding the costs associated with the recording of documents, including an analysis of the average fees collected by document classification and such analysis revealed that the current statutorily prescribed fees are not sufficient to cover the costs of providing the services related to each document class; and

WHEREAS, it is necessary for the County Board to formally adopt the statutorily prescribed predictable fee schedule and formally approve an increase to the document class flat fee schedule in order to increase such fees to cover the costs of providing the recording services in compliance with Public Act 100-0271 and 55 ILCS 5/3-5018.1; and

WHEREAS, an amendment is necessary to the existing County Code, reflecting the foregoing.

NOW, THEREFORE BE IT ORDAINED, that the County approves a document class flat fee and adopts the initial predictable fee schedule allowed under Public Act 100-0271 and Sections 5/3-5018.1(c) and (d) of the Counties Code for standard documents, as set forth on Exhibit A (Fee Schedule) and Exhibit B (Public Act 100-0271), attached hereto; and

BE IT FURTHER ORDAINED, that all previously enacted Ordinances and statutory requirements for non-standard documents, which documents are defined in Section 5/3-5018.1 of the Counties Code, shall remain in effect; and

BE IT FURTHER ORDAINED, that the amendment to the County Code, as aforesaid, shall become effective on the 1st day of January, 2019; and

BE IT FURTHER ORDAINED, that a copy of this Ordinance be forwarded by the County Clerk to Sterling Codifiers for inclusion in the electronic version of the County Code.

Enacted and approved this 9th day of October, 2018, at Wheaton, Illinois.

Member Krajewski stated that they have received a $530,874.00 Capital Project Grant for Phase II from DuPage Animal Friends and $46,492.00 from Brooks McCormick Jr. Trust Grant for the Specialty Veterinary Vehicle.

Member Krajewski moved, seconded by Member Anderson, that the Administrator Veterinarian be authorized to attend The University of Illinois College of Veterinary Medicine 2018 Fall Conference in Champaign, Illinois from October 10-12, 2018. This travel is instead of previously approved travel to Kalamazoo, Michigan which the Administrator Veterinarian will no longer be attending. Expenses to include registration, lodging, mileage, parking and per diem
for the approximate total of $1,106.10. The County will only be paying for mileage, the remainder is covered by a Grant from DuPage Animal Friends - GPN #044-18. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Khouri were not present at the time of roll call. Motion carried.

Member Tornatore moved, seconded by Member Elliott, that Resolution #DC-R-0894-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Khouri were not present at the time of roll call. Motion carried.

RESOLUTION
DC-R-0894-18
TO ENACT AN UPDATED SCHEDULE OF FEES FOR THE BUILDING & ZONING DEPARTMENT ENTITLED “BUILDING & ZONING SCHEDULE OF FEES”

WHEREAS, the Building & Zoning Department is responsible for issuing all permits related to building, zoning and impact fees in unincorporated DuPage County; and

WHEREAS, Chapter 8, Building Code, Section 8-114.3.1 of the County Code required that fees in accordance with the current applicable fee schedule to be paid to the County; and

WHEREAS, it is necessary on a periodic basis to examine the County Schedule of Fees and staff has determined the need to adjust the current schedule of fees; and

WHEREAS, as the last update to the Building & Zoning Schedule of Fees was adopted on March 15, 2015.

NOW, THEREFORE BE IT RESOLVED, that the attached Building & Zoning Schedule of Fees be and hereby is adopted; and

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect upon its adoption and approval as required by law.

Enacted and approved this 9th day of October, 2018, at Wheaton, Illinois.

Member Tornatore moved, seconded by Member DiCianni, that Ordinance #DC-O-0068-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff,
Elliott, Gavanes, Grant, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Khouri were not present at the time of roll call. Motion carried.

ORDINANCE

DC-O-0068-18

PROPOSED UPDATES AND AMENDMENTS TO THE DU PAGE COUNTY BUILDING CODE FOR ADOPTION AND RE-CODIFICATION OF CHAPTER 8 OF THE DU PAGE COUNTY CODE

(REQUEST TO WAIVE THE 1ST READING)

WHEREAS, it is necessary and desirable from time to time for the County to review its Building Code procedures and where necessary update and amend the County Building Code to ensure that the County continues to stay current with its Building Code procedures; and

WHEREAS, the proposed code updates herein will enable the County to keep pace with changes in the industry standards providing more clarity to the performance standards set forth in the County Code and aid in the ability to enforce our codes; and

WHEREAS, the County Codes are periodically updated to reflect continuity between the County Building Code and the County Zoning Ordinance. The County shall continue to review and amend its code to stay current with industry standards and enforcement regulations; and

WHEREAS, the County is proposing to update its current Building Code to include performance standards similar to the Conditional Use performance standards set forth in the County Zoning Ordinance relating to emissions of particulate matter, toxic substances and explosive materials; and

WHEREAS, the County Board Development Committee on October 2, 2018 considered the recommendations of staff and recommends to approve the proposed update and amendments to the DuPage County Building Code for adoption and re-codification of Chapter 8 of the DuPage County Code attached hereto and made a part hereof as Exhibit #1.

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois that the proposed updates and amendments to the DuPage County Building Code for adoption and re-codification of Chapter 8 of the DuPage County Code attached hereto and made a part hereof as Exhibit #1 is granted; and

BE IT FURTHER ORDAINED by the County Board of DuPage County, Illinois that should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid; and
BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; DuPage County State’s Attorney Office; DuPage County Public Works Department and DuPage County Building & Zoning Department.

Enacted and approved this 9th day of October, 2018, at Wheaton, Illinois.

Member Hart moved, seconded by Member Elliott, that Resolution #HHS-R-0898-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Khouri were not present at the time of roll call. Motion carried.

RESOLUTION
HHS-R-0898-18
APPROVAL OF ISSUANCE OF PAYMENTS BY DU PAGE COUNTY TO ENERGY ASSISTANCE PROVIDERS THROUGH THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
HHS GRANT FY18 NO. 18-224028
IN THE AMOUNT OF $1,212,938

WHEREAS, the County of DuPage receives grant funds and administers the Low Income Home Energy Assistance Program (LIHEAP) Energy Assistance HHS Grant FY18 No. 18-224028, Company 5000 Accounting Unit 1420; and

WHEREAS, the energy assistance budget for the LIHEAP Energy Assistance HHS Grant FY18 No. 18-224028 has been increased by $1,212,938 (ONE MILLION, TWO HUNDRED TWELVE THOUSAND, NINE HUNDRED THIRTY-EIGHT AND NO/100 DOLLARS) to a new total of $2,395,034 (TWO MILLION, THREE HUNDRED NINETY-FIVE THOUSAND, THIRTY-FOUR AND NO/100 DOLLARS); and

WHEREAS, the Illinois Department of Commerce and Economic Opportunity reviews energy assistance applications and directs the County as to the payment amount and the energy assistance provider to be paid; and

WHEREAS, all payments made for the LIHEAP Program are based on payment registers received from the Illinois Department of Commerce and Economic Opportunity; and

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of payments for the LIHEAP Energy Assistance HHS Grant FY18 No.
NOW, THEREFORE, BE IT RESOLVED, that individual payments to provide energy assistance in accordance with the LIHEAP Energy Assistance HHS Grant FY18 No. 18-224028, Company 5000 Accounting Unit 1420, for the period October 1, 2017 through June 30, 2019, for Community Services/LIHEAP, be and it is hereby approved for issuance to the providers on the approved State of Illinois Registers, in amounts not exceeding the amended grant total of $2,395,034 (TWO MILLION, THREE HUNDRED NINETY-FIVE THOUSAND, THIRTY-FOUR AND NO/100 DOLLARS).

Enacted and approved this 9th day of October, 2018, at Wheaton, Illinois.

Member Hart moved, seconded by Member Zay, that Resolution #HHS-P-0254-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Khouri were not present at the time of roll call. Motion carried.

RESOLUTION
HHS-P-0254-18
AWARDING RESOLUTION ISSUED TO
HEALTHY AIR HEATING & AIR, INC. TO PROVIDE ARCHITECTURAL WEATHERIZATION LABOR AND MATERIALS
(CONTRACT TOTAL AMOUNT: $340,946)

WHEREAS, bids have been taken and processed in accordance with County Board Policy; and

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of a contract purchase order to provide architectural weatherization labor and materials for Community Services, for the period October 1, 2018 through September 30, 2019, under the FY19 Weatherization Program Grants.

NOW, THEREFORE, BE IT RESOLVED that covering said contract to provide architectural weatherization labor and materials, for the period October 1, 2018 through September 30, 2019, for Community Services, under the FY19 Weatherization Program Grants, be and is hereby approved for the issuance of a contract purchase order by the Procurement Division to Healthy Air Heating & Air, Inc., 124 North Bloomingdale Road, Bloomingdale, Illinois 60108, for a contract total not to exceed $340,946.00.
Enacted and approved this 9th day of October, 2018, at Wheaton, Illinois.

Member Hart moved, seconded by Member Chaplin, that Resolution #HHS-P-0255-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Khouri were not present at the time of roll call. Motion carried.

RESOLUTION
HHS-P-0255-18
AWARDING RESOLUTION ISSUED TO
HEALTHY AIR HEATING & AIR, INC.
TO PROVIDE MECHANICAL (HVAC) WEATHERIZATION
LABOR AND MATERIALS
(CONTRACT TOTAL AMOUNT: $662,572)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of a contract purchase order to provide mechanical (HVAC) weatherization labor and materials, for the period October 1, 2018 through September 30, 2019, for Community Services, under the FY19 Weatherization and LIHEAP Program Grants.

NOW, THEREFORE, BE IT RESOLVED that covering said contract to provide mechanical (HVAC) weatherization labor and materials, for the period October 1, 2018 through September 30, 2019, for Community Services, under the FY19 Weatherization and LIHEAP Program Grants, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Healthy Air Heating & Air, Inc., 124 North Bloomingdale Road, Bloomingdale, Illinois 60108, for a total contract amount not to exceed $662,572.

Enacted and approved this 9th day of October, 2018, at Wheaton, Illinois.

Member Hart moved, seconded by Member Chaplin, that a Senior Community Development Specialist be authorized to attend the Annual Housing Action Illinois Conference in Bloomington, Illinois from October 25-26, 2018, expenses to include registration, transportation, lodging and per diem for approximate total of $540.00 (CoC grant funded 5000-1510). On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant,
Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Khouri were not present at the time of roll call. Motion carried.

Member Eckhoff moved, seconded by Member DiCianni, that Resolution #JPS-P-0252-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Khouri were not present at the time of roll call. Motion carried.

RESOLUTION
JPS-P-0252-18
AWARDING RESOLUTION ISSUED TO WILLIAM G. WOROBEC, ATTORNEY AT LAW FOR AN AGREEMENT TO PROVIDE PROFESSIONAL SERVICES TO THE 18TH JUDICIAL CIRCUIT COURT (CONTRACT TOTAL AMOUNT: $47,000.00)

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 for a court appointed attorney in Sexually Violent Person Act or the Sexually Dangerous Person Act, including appeals in these matters, for the period November 1, 2018 through October 31, 2019, for the 18th Judicial Circuit Court.

NOW, THEREFORE BE IT RESOLVED, that said contract for a court appointed attorney in Sexually Violent Person Act or the Sexually Dangerous Person Act, including appeals in these matters, for the 18th Judicial Circuit Court, for the period November 1, 2018 through October 31, 2019, for the 18th Judicial Circuit Court, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to William G. Worobec, Attorney at Law, 301 South County Farm Road, Suite A, Wheaton, Illinois 60187, for a contract total amount not to exceed $47,000.00.

Enacted and approved this 9th day of October, 2018, at Wheaton, Illinois.

Member Eckhoff moved, seconded by Member Elliott, that Resolution #JPS-P-0253-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay
voted “aye.” Members Grasso and Khouri were not present at the time of roll call. Motion carried.

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RESOLUTION
JPS-P-0253-18
AWARDING RESOLUTION TO TYCO FIRE & SECURITY (US) MANAGEMENT, INC. DBA JOHNSON CONTROLS SECURITY SOLUTIONS, LLC TO FURNISH AND INSTALL NETWORK CAMERAS, SERVERS AND LICENSES FOR THE SHERIFF’S DEPARTMENT/JAIL (CONTRACT TOTAL $66,124, PAID OUT OF TREASURY FUND)

WHEREAS, bids have been taken and processed in accordance with County Board Policy; and

WHEREAS, the lowest responsible bidder has been designated and the Judicial/Public Safety Committee recommends County Board approval for the issuance of a contract purchase order to Tyco Fire & Security (US) Management, Inc., d/b/a Johnson Controls Security Solutions LLC for the purchase and installation of network cameras, servers and licenses for monitoring and recording of all inmate day room areas for the Sheriff.

NOW, THEREFORE BE IT RESOLVED that said contract to furnish and install network cameras, servers and licenses, for monitoring and recording of all inmate day room areas for the Sheriff, be, and is hereby approved for the issuance of a contract purchase order to Tyco Fire & Security (US) Management, Inc., d/b/a Johnson Controls Security Solutions LLC, 4700 Exchange Court, Suite 300, Boca Raton, Florida 33431, for a contract total amount of $66,124.00 to be paid out of the Treasury Fund.

Enacted and approved this 9th day of October, 2018, at Wheaton, Illinois.

Member Healy moved, seconded by Member Noonan, that Resolution #FM-P-0257-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Khouri were not present at the time of roll call. Motion carried.
RESOLUTION
FM-P-0257-18
AWARDING RESOLUTION ISSUED TO COMMERCIAL ELECTRONIC SYSTEMS, INC. FOR PREVENTIVE MAINTENANCE, TESTING AND REPAIR OF THE EDWARDS SYSTEMS TECHNOLOGY FIRE PANELS FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED $77,030.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract purchase order to Commercial Electronic Systems, Inc., for preventive maintenance, testing and repair of the Edwards Systems Technology Fire Panels for the County campus, for the period November 23, 2018 through November 22, 2019, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for preventive maintenance, testing and repair of the Edwards Systems Technology Fire Panels for the County campus, for the period November 23, 2018 through November 22, 2019, for Facilities Management, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Commercial Electronics Systems, Inc., 2447 Reeves Road, Joliet, Illinois 60436, for a total contract amount not to exceed $77,030.00, per renewal option under bid #17-172-BF, first option to renew.

Enacted and approved this 9th day of October, 2018, at Wheaton, Illinois.

Member Healy moved, seconded by Member Chaplin, that Resolution #PW-P-0258-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Khouri were not present at the time of roll call. Motion carried.

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RESOLUTION
PW-P-0258-18
AWARDING RESOLUTION ISSUED
TO COMCAST BUSINESS COMMUNICATIONS, LLC TO PROVIDE
INTERNET SERVICES AT THE KNOLLWOOD TREATMENT FACILITY
AND THE MARIONBROOK UNDERGROUND FACILITY
(CONTRACT TOTAL AMOUNT: $33,000.00)

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

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract purchase order to Comcast Business Communications, LLC, for Internet services at the Knollwood Treatment facility and the Marionbrook Underground facility, for the period covering December 1, 2018 through November 30, 2021, for Public Works.

NOW, THEREFORE BE IT RESOLVED, that County contract covering said, to provide Internet services at the Knollwood Treatment facility and the Marionbrook Underground facility, for the period of December 1, 2018 through November 30, 2021, for Public Works, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Comcast Business Communications, LLC, 2001 York Road, Oak Brook, Illinois 60532, for a contract total amount not to exceed $33,000.00.

Enacted and approved this 9th day of October, 2018, at Wheaton, Illinois.

Member Healy moved, seconded by Member Chaplin, that Resolution #PW-P-0259-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Khouri were not present at the time of roll call. Motion carried.
RESOLUTION
PW-P-0259-18
AWARDING RESOLUTION TO
CUMMINS INC., DBA CUMMINS SALES & SERVICE
TO PROVIDE PARTS AND LABOR ON AN AS NEEDED BASIS
TO REPAIR ENGINE GENERATOR AND YEARLY MAINTENANCE
AT THE KNOLLWOOD WASTEWATER TREATMENT FACILITY
(CONTRACT TOTAL AMOUNT: $80,000)

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

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract purchase order to Cummins Sales, Inc., dba Cummins Sales & Service, to provide parts and labor on an as needed basis to repair and to provide yearly maintenance on the engine generator at the Knollwood Wastewater Treatment Facility for a four-year period of October 9, 2018 through September 30, 2022 for Public Works.

NOW, THEREFORE BE IT RESOLVED, that County contract covering said, to provide parts and labor on an as needed basis to repair and to provide yearly maintenance on the engine generator at the Knollwood Wastewater Treatment Facility for a four-year period of October 9, 2018 through September 30, 2022 for Public Works be and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Cummins, Inc., dba Cummins Sales & Service, 7145 Santa Fe Drive, Hodgkins, Illinois 60525, for a total contract amount not to exceed $80,000.00.

Enacted and approved this 9th day of October, 2018, at Wheaton, Illinois.

Member Healy moved, seconded by Member Noonan, that one staff member be authorized to travel to Milwaukee, Wisconsin on November 11-15, 2018 to attend Johnson Controls Institute, Course #353 HVAC ASC Engineering, expenses to include registration, lodging, meals and mileage for an approximate cost not to exceed $2,749.00. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Khouri were not present at the time of roll call. Motion carried.

Member Zay moved, seconded by Member Krajewski, that Resolution #SM-R-0896-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay
voted “aye.” Members Grasso and Khouri were not present at the time of roll call. Motion carried.

RESOLUTION
SM-R-0896-18
ACCEPTANCE OF LAND DONATION

WHEREAS, the County of DuPage, (“County”), acting pursuant to authority granted by the Illinois General Assembly at 55 ILCS 5/5-1062.3 and 5/5-15001, et seq., may acquire land for flood control, stormwater management and drainage purposes; and

WHEREAS, the owner of a vacant parcel, identified by permanent parcel number 08-03-404-009, wishes to donate that property (“Subject Property”) to the County; and

WHEREAS, the Subject Property is contiguous to St. Joseph Creek; and

WHEREAS, the County maintains and operates a flood control facility located on a parcel adjoining the Subject Property; and

WHEREAS, the County’s acquisition of the Subject Property will benefit the County and its residents by allowing the County to further mitigate future flood damages, preserving floodplain storage and improving localized stormwater management by incorporating the Subject Property into the County’s existing nearby flood control facility; and

WHEREAS, the Subject Property has an estimated fair market value of, approximately, One hundred and Ten thousand and zero cents ($110,000.00); and

WHEREAS, the County wishes to accept ownership and assume maintenance responsibility of the Subject Property, and is further willing to incur certain nominal costs, not to exceed $10,000.00, associated with taking title to the Subject Property (i.e., Plat of Assessment preparation, tract search, environmental diligence, etc.).

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board hereby accepts the donation of the parcel identified by permanent parcel number 08-03-404-009; and

BE IT FURTHER RESOLVED that the Director of Stormwater and Engineering is authorized to incur nominal costs, not to exceed $10,000.00, to accomplish the transfer of title to the Subject Property, and the Chairman of the DuPage County Board, or the Director, or their designee(s), is hereby authorized and directed to execute such additional documents and undertake any other acts necessary to consummate the donation; and
BE IT FURTHER RESOLVED that the County Clerk is hereby directed to transmit certified copies of this Resolution to Anthony Hayman, State’s Attorney’s Office and Stormwater Management.

Enacted and approved this 9th day of October, 2018, at Wheaton, Illinois.

Member Wiley moved, seconded by Member Krajewski, that Resolution #TE-P-0262-18, Awarding Resolution to Carahsoft Technology Corporation for Annual Support and Hosting, be approved and adopted.

Member Zay questioned if closed captioning is included. Member Wiley replied that it would imperfect because the technology can’t determine who is speaking. He will continue to look into it.

Member Wiley moved, seconded by Member Krajewski, that Resolution #TE-P-0262-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Khouri were not present at the time of roll call. Motion carried.

RESOLUTION
TE-P-0262-18
AWARDING RESOLUTION TO
CARAHSOFT TECHNOLOGY CORPORATION
FOR ANNUAL SUPPORT AND HOSTING
(CONTRACT TOTAL AMOUNT: $37,094.76)

WHEREAS, pursuant to an Intergovernmental Agreement between the County of DuPage and the National Joint Powers Alliance, the County of DuPage will contract with Carahsoft Technology Corporation; and

WHEREAS, the Technology Committee recommends County Board approval for issuance of a contract purchase order to Carahsoft Technology Corporation, for annual support and hosting for Agenda and Minutes Meeting Management System and Civic Streaming, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County Requisition, covering said, for annual support and hosting for Agenda and Minutes Meeting Management System and Civic Streaming, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Carahsoft Technology Corporation, 1860 Michael Faraday Drive, Suite 100, Reston, Virginia 20190, for a contract total amount of $37,094.76, for the period of
November 1, 2018 through October 31, 2019, in compliance with 30 ILCS 525/2 “Governmental Joint Purchasing Act” Government Services Administration #GS-35F-0119Y.

Enacted and approved this 9th day of October, 2018, at Wheaton, Illinois.

Member Wiley moved, seconded by Member Chaplin, that Resolution #TE-P-0263-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Khouri were not present at the time of roll call. Motion carried.

RESOLUTION
TE-P-0264-18
AWARDING RESOLUTION TO CDW GOVERNMENT, INC.
FOR FATPIPE WARP LOAD BALANCING
APPLIANCE AND SERVICE
(CONTRACT TOTAL AMOUNT $30,932.00)

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

WHEREAS, the Technology Committee recommends County Board approval for issuance of a contract purchase order to CDW Government, Inc., for Fatpipe WARP Load Balancing Appliance and Service, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County Requisition, covering said, for the procurement of Fatpipe WARP Load Balancing Appliance and Service, for Information Technology, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to CDW Government, Inc., 230 North Milwaukee Avenue, Vernon Hills, Illinois 60061, for a contract total amount of $30,932.00, per 55 ILCS 5/5-1022 “Competitive Bids” (d) IT/Telecom purchases under $35,000.00.

Enacted and approved this 9th day of October, 2018, at Wheaton, Illinois.

Member Wiley moved, seconded by Member Healy, that Resolution #TE-P-0264-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay...
voted “aye.” Members Grasso and Khouri were not present at the time of roll call. Motion carried.

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RESOLUTION
TE-P-0264-18
AWARDING RESOLUTION TO INFOR (US) INC. FOR
SOFTWARE MAINTENANCE AND SUPPORT
(CONTRACT TOTAL AMOUNT $167,909.12)

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

WHEREAS, the Technology Committee recommends County Board approval for issuance of a contract purchase order to Infor (US) Inc., for annual ERP software maintenance and support, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that said contract for annual ERP software maintenance and support for the period of November 13, 2018 to November 12, 2019 for Information Technology, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Infor (US) Inc., NW 7418, PO Box 1450, Minneapolis, Minnesota 55485-7418, for a contract total amount of $167,909.12.

Enacted and approved this 9th day of October, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member Elliott, that Resolution #DT-R-0892-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Khouri were not present at the time of roll call. Motion carried.
RESOLUTION
DT-R-0892-18
LOCAL PUBLIC AGENCY AGREEMENT BETWEEN
THE COUNTY OF DU PAGE, ILLINOIS AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION
FOR CENTRAL SIGNAL SYSTEM EXPANSION 1 & 2
(AT VARIOUS LOCATIONS)
SECTION 17-DCCSS-01-TL
(ESTIMATED COUNTY COST $1,375,139.00;
$183,500.00 TO BE REIMBURSED BY THE CITY OF NAPERVILLE)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the Illinois Department of Transportation (hereinafter referred to as STATE), in order to facilitate the free flow of traffic, desire to upgrade traffic signal equipment and Ethernet communications at various locations, Section 17-DCCSS-01-TL (hereinafter referred to as the IMPROVEMENT); and

WHEREAS, the COUNTY and the STATE desire to cooperate in an effort to construct the IMPROVEMENT because of the immediate benefit of the IMPROVEMENT to the people of the State of Illinois and to the residents of DuPage County; and

WHEREAS, a Local Public Agency Agreement for Federal Participation (hereinafter referred to as AGREEMENT) has been prepared and is attached hereto, which outlines the financial responsibilities of the parties related to construction of the IMPROVEMENT; and

WHEREAS, the COUNTY will be the lead agency for construction engineering and will enter into a separate agreement for said construction engineering services, subject to reimbursement from the STATE as outlined in the attached AGREEMENT; and

WHEREAS, the STATE will be the awarding authority for the construction of the IMPROVEMENT, with an estimated total cost of construction of $4,606,538, of which up to $3,231,399 to be funded by the STATE, resulting in an estimated total cost of construction to the COUNTY of $1,375,139; and

WHEREAS, sufficient funds have been appropriated by the COUNTY to pay for its share of the construction cost of the IMPROVEMENT; and

WHEREAS, said AGREEMENT must be executed before construction of the IMPROVEMENT can begin.

NOW, THEREFORE, BE IT RESOLVED by the County Board of DuPage County, that the Chairman and Clerk of the Board be hereby directed and authorized to execute the above referenced AGREEMENT with the STATE; and
BE IT FURTHER RESOLVED, that six (6) original copies of this Resolution and AGREEMENT be sent to the STATE, by and through the DuPage County Division of Transportation.

Enacted and approved this 9th day of October, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member Healy, that Resolution #DT-P-0246-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Khouri were not present at the time of roll call. Motion carried.

RESOLUTION
DT-P-0246-18
AWARDING RESOLUTION ISSUED DVL ENTERPRISES, INC. D/B/A MPGTANDEM TO FURNISH AND DELIVER EMPLOYEE UNIFORMS AND CLOTHING AS NEEDED FOR THE DIVISION OF TRANSPORTATION (CONTRACT TOTAL NOT TO EXCEED $27,500.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract purchase order to DVL Enterprises, Inc., d/b/a MPGTanDem, to furnish and deliver employee uniforms and clothing, as needed for the Division of Transportation, for the period December 1, 2018 through November 30, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver employee uniforms and clothing, as needed for the Division of Transportation, for the period December 1, 2018 through November 30, 2019, be, and is hereby approved for issuance of a contract purchase order by the Procurement Division to DVL Enterprises, Inc., d/b/a MPGTanDem, 1536 Ogden Avenue, Downers Grove, Illinois 60515, for a contract total not to exceed $27,500.00, per renewal option under bid award #16-210-BF, second of three options to renew.

Enacted and approved this 9th day of October, 2018, at Wheaton, Illinois.
Member Puchalski moved, seconded by Member Healy, that Resolution #DT-P-0247-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Khouri were not present at the time of roll call. Motion carried.

RESOLUTION
DT-P-0247-18
AWARDING RESOLUTION ISSUED TO
MONROE TRUCK EQUIPMENT, INC. TO FURNISH AND DELIVER
MONROE SPREADER AND PLOW REPAIR AND REPLACEMENT PARTS
FOR THE DIVISION OF TRANSPORTATION
(Contract Total Not To Exceed $56,000.00)

WHEREAS, Section 4.2 of the Governmental Joint Purchasing Act authorizes the County of DuPage to procure personal property, supplies and services pursuant to the lawful procurement procedures notwithstanding the requirements of Section 5-1022 of the Counties Code; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to Monroe Truck Equipment, Inc., to furnish and deliver Monroe Spreader and Plow repair and replacement parts, as needed for the Division of Transportation, for the period October 2, 2018 through August 31, 2020.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver Monroe Spreader and Plow repair and replacement parts, as needed for the Division of Transportation, for the period October 2, 2018 through August 31, 2020, is hereby approved for issuance to Monroe Truck Equipment, Inc., for a contract total not to exceed $56,000.00.

Enacted and approved this 9th day of October, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member Healy, that Resolution #DT-P-0248-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Khouri were not present at the time of roll call. Motion carried.
RESOLUTION
DT-P-0248-18
AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND COTTER CONSULTING, INC. FOR PROFESSIONAL CONSTRUCTION
ENGINEERING SERVICES
CH 29/GREENBROOK BOULEVARD
COUNTY FARM ROAD TO LAKE STREET
SECTION 18-00285-02-RS
(CONTRACT TOTAL NOT TO EXCEED $139,460.39)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) by virtue of its power set forth in “Counties Code” (55 ILCS 5/1-1001 et seq.) and “Illinois Highway Code” (605 ILCS 5/1-101 et seq.) is authorized to enter into this agreement; and

WHEREAS, the COUNTY requires Professional Construction Engineering Services for improvements along CH 29/Greenbrook Boulevard, from County Farm Road to Lake Street, Section 18-00285-02-RS; and

WHEREAS, Cotter Consulting, Inc. (hereinafter referred to as CONSULTANT) has experience and expertise in this area and is in the business of providing such professional construction engineering services, and is willing to perform the required services for an amount not to exceed $139,460.39; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 4-108 of the DuPage County Purchasing Ordinance; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Agreement at the specified amount.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and Cotter Consulting, Inc. be hereby accepted and approved for a contract total not to exceed $139,460.39 and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to Cotter Consulting, Inc., 745 McClintock Drive, Suite 130, Burr Ridge, Illinois 60527, by and through the Division of Transportation.

Enacted and approved this 9th day of October, 2018, at Wheaton, Illinois.
Member Puchalski moved, seconded by Member Healy, that a Principal Civil Engineer be authorized to travel to Champaign, Illinois from October 17-18, 2018 to attend the Illinois Traffic Engineering and Safety Conference, expenses to include registration, transportation, lodging and meals for an estimated County cost of $520.00. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grasso and Khouri were not present at the time of roll call. Motion carried.

Under Unfinished Business, Member Wiley said that he will continue to investigate options for closed captioning or other options. There is a hearing assistance device in the Board room.

Member Chaplin stated that there is a statement on the County website that the government shut down Sterogenics. She asked for that to be removed. She is working with the Health Department to find water testing companies. She feels they need to put together a task force to inform the residents. There is no safe level of the chemical Ethylene Oxide.

Member Hart thanked the Board for passing the new Building Code that excludes Ethylene Oxide. The Health Department is working on the water testing by finding a vendor who can do the testing and give accurate results.

Karen Ayala, Director of the Health Department, stated that on October 2nd, they issued a request to the USEPA for a recommendation for ground water testing. On October 5th, she did a follow-up and the EPA responded that they will provide an answer soon.

Member Zay remarked that he offered the services of the DuPage Water Commission and their expertise.

Under New Business, Member Healy stated that Joe McCoy will be the first Executive Director of the Illinois Association of County Officials.

Member Hart stated that the “Dancing with the Chamber Starz” event sponsored by the Darien Chamber of Commerce will be held this Saturday at Ashton Place.
Member Elliott moved, seconded by Member Wiley, that this meeting of the September Session of the County Board of DuPage County be adjourned to Tuesday, October 23, 2018, at 10:00 a.m. for passage of the Property Tax Levy, pursuant to 35 ILCS 200/18-10. On voice vote, motion carried.

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Job Name: PMTHISTORY
Step Nbr: 1

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Payment Numbers: -
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Bank Account Payment History

AP255 Date 10/23/18 Time 13:00

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Payment Date Range 10/23/18 thru 10/23/18 Payment Currency USD

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**Payment Number** | **Vendor** | **Invoice** | **Voucher** | **Payment Date** | **Due Date** | **Auth PL** | **Scheduled Amount** | **Discount Amount** | **Net Payment Amount** | **Status** | **Payment Code** | **Cash Code** |
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1075891 | LAPORT INC | 1075891 | 12737 | 10/23/18 | 10/30/18 | IX 100 | 1,002.40 | 0.00 | 1,002.40 | Issued | CHK | 1414 |
1075891 | LAPORT INC | 1075891 | 12737 | 10/23/18 | 09/30/18 | IX 100 | 3,771.60 | 0.00 | 3,771.60 | Issued | CHK | 1414 |

**Payment Number** | **Vendor** | **Invoice** | **Voucher** | **Payment Date** | **Due Date** | **Auth PL** | **Scheduled Amount** | **Discount Amount** | **Net Payment Amount** | **Status** | **Payment Code** | **Cash Code** |
--- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
1075891 | LEE'S FOODSERV PARTS & REPAIR | 1075891 | 11165 | 10/23/18 | 10/26/18 | IX 100 | 1,300.46 | 0.00 | 1,300.46 | Issued | CHK | 1414 |
1075891 | LEE'S FOODSERV PARTS & REPAIR | 1075891 | 11165 | 10/23/18 | 09/30/18 | IX 100 | 100.54 | 0.00 | 100.54 | Issued | CHK | 1414 |

**Payment Number** | **Vendor** | **Invoice** | **Voucher** | **Payment Date** | **Due Date** | **Auth PL** | **Scheduled Amount** | **Discount Amount** | **Net Payment Amount** | **Status** | **Payment Code** | **Cash Code** |
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1075892 | MENARDS - WEST CHICAGO | 1075892 | 10851 | 10/23/18 | 10/24/18 | IX 100 | 138.43 | 0.00 | 138.43 | Issued | CHK | 1414 |

**Payment Number** | **Vendor** | **Invoice** | **Voucher** | **Payment Date** | **Due Date** | **Auth PL** | **Scheduled Amount** | **Discount Amount** | **Net Payment Amount** | **Status** | **Payment Code** | **Cash Code** |
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1075893 | NAYLOR ENTERPRISES INC | 1075893 | 24749 | 10/23/18 | 10/19/18 | IX 100 | 150.00 | 0.00 | 150.00 | Issued | CHK | 1414 |

**Payment Number** | **Vendor** | **Invoice** | **Voucher** | **Payment Date** | **Due Date** | **Auth PL** | **Scheduled Amount** | **Discount Amount** | **Net Payment Amount** | **Status** | **Payment Code** | **Cash Code** |
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1075894 | CENTRAL DUPAGE PHYSICIAN GROUP | 1075894 | 19217 | 10/23/18 | 10/10/18 | IX 100 | 24.90 | 0.00 | 24.90 | Issued | CHK | 1414 |

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1075895 | OFFICE DEPOT | 1075895 | 11109 | 10/23/18 | 10/04/18 | IX 100 | 76.64 | 0.00 | 76.64 | Issued | CHK | 1414 |

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1075896 | OFFICE DEPOT | 1075896 | 11109 | 10/23/18 | 10/04/18 | IX 100 | 248.78 | 0.00 | 248.78 | Issued | CHK | 1414 |

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1075897 | OFFICE DEPOT | 1075897 | 11109 | 10/23/18 | 10/04/18 | IX 100 | 248.78 | 0.00 | 248.78 | Issued | CHK | 1414 |

**Payment Number** | **Vendor** | **Invoice** | **Voucher** | **Payment Date** | **Due Date** | **Auth PL** | **Scheduled Amount** | **Discount Amount** | **Net Payment Amount** | **Status** | **Payment Code** | **Cash Code** |
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1075898 | OFFICE DEPOT | 1075898 | 11109 | 10/23/18 | 10/04/18 | IX 100 | 248.78 | 0.00 | 248.78 | Issued | CHK | 1414 |

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1075899 | OFFICE DEPOT | 1075899 | 11109 | 10/23/18 | 10/04/18 | IX 100 | 248.78 | 0.00 | 248.78 | Issued | CHK | 1414 |

**Payment Number** | **Vendor** | **Invoice** | **Voucher** | **Payment Date** | **Due Date** | **Auth PL** | **Scheduled Amount** | **Discount Amount** | **Net Payment Amount** | **Status** | **Payment Code** | **Cash Code** |
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1075900 | OFFICE DEPOT | 1075900 | 11109 | 10/23/18 | 10/04/18 | IX 100 | 248.78 | 0.00 | 248.78 | Issued | CHK | 1414 |
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**Time 13:00**  
**Pay Group 1000 GENERAL FUND PAY GROUP USD**  
**Bank Account Payment History**  
**Payment Date Range 10/23/18 thru 10/23/18**  
**Payment Currency USD**  
**Cash Code 1414**  
**Bank 071923909**

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**AP255 Date 10/23/18**  
**Time 13:00**

**Bank Account Payment History**

**Cash Code 1414**  
**Bank 071923909**

**Payment Code CHK**

**Payment Date Range 10/23/18 thru 10/23/18**

**Payment Currency USD**

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- **Pay Group 1000 USD Total**: 538,258.73  
- **Payment Count**: 73
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AP255 Date: 10/23/18  JOB SUBMISSION PARAMETERS
Time: 13:00

User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 2

Pay Group: 1100  Class C Accounts Payable
Cash Code: 1414

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**USD**  

**Cash Code 1414**  
**Bank 071923909**  
**Payment Code CHK**  

**Payment Date Range** 10/23/18 thru 10/23/18  
**Payment Currency USD**

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**Pay Group 1100 USD Total**  
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Bank Account Payment History

User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 3

Pay Group: 1200
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**AP255 Date 10/23/18**  
**Time 13:02**  
**Pay Group 1200 HEALTH AND WELFARE PAY GROUP**  
**USD**

**Bank Account Payment History**

**Payment Date Range** 10/23/18 thru 10/23/18  
**Payment Currency USD**

**Cash Code 1414**  
**Bank 071923909**  
**Payment Code CHK**

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**Vendor 29088**  
**THE AMERICAN BOTTLING COMPANY**  
**Status Issued**

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**Payment Number 1075995 Payment Date 10/23/18**

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**Payment Code CHK Total**  
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Payment Count 12

**Cash Code 1414 Total**  
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Payment Count 12

**Pay Group 1200 USD Total**  
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Payment Count 12
User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 5

Pay Group: 1400
Cash Code: 1414
Class C Accounts Payable

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**Payment Code ACH Total**

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**Payment Count**

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**Time**: 13:03  
**Bank Account Payment History**  
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**USD**  
**Payment Date Range**: 10/23/18 thru 10/23/18  
**Payment Currency**: USD  

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**Bank**: 071923909  
**Payment Code**: CHK

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**Payment Count**: 8

**Cash Code**: 1414  
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Packet Pg. 150
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Bank Account Payment History

User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 6

Pay Group: 1500
Cash Code: 1414        Class C Accounts Payable

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|                  | 18,153.91 | 0.00 | 18,153.91 |

**Payment Code ACH Total**

|                  | 18,153.91 | 0.00 | 18,153.91 |
### Bank Account Payment History

**AP255 Date 10/23/18**
**Time 13:03**

**Cash Code 1414**
**Bank 071923909**

**Payment Code CHK**

**Payment Date Range** 10/23/18 thru 10/23/18

**Payment Currency USD**

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**Packet Pg. 153**

User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 7

Pay Group: 1600
Cash Code: 1414
Class C Accounts Payable

Payment Date: 102318 - 102318
Payment Numbers: -
Payment Code:
Bank Account Payment History

AP255  Date 10/23/18  Time 13:03

Pay Group  1600 CONSERV & RECREATION PAY GROUP  USD

Bank Account Payment History

Cash Code  1414  Bank  071923909
Payment Code  ACH

Payment Date Range  10/23/18  thru  10/23/18  
Payment Currency  USD

Payment Code  ACH

Vendor  Invoice  Voucher  Auth PL  Due Date  Dsc Date  Scheduled Amount  Discount Amount  Net Payment Amount
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Payment Number  518527  Payment Date  10/23/18
10801  650-1-SERV #49

Vendor  10801  V3 CONSTRUCTION GROUP, LTD.
IX 106  11/02/18  Status Issued  36,750.00  0.00  36,750.

*** Payment Total  36,750.00  0.00  36,750.

*** Payment Code ACH Total  36,750.00  0.00  36,750.

Payment Count  1
### Bank Account Payment History

**AP255 Date:** 10/23/18  
**Time:** 13:03  
**Payment Group:** 1600 CONSERV & RECREATION PAY GROUP  
**USD**  

**Cash Code:** 1414  
**Bank:** 071923909  
**Payment Code:** CHK  

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**Payment Date Range:** 10/23/18 thru 10/23/18  
**Payment Currency:** USD

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**Total Payment:** 108,672.04
Bank Account Payment History

User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 8

Pay Group: 2000
Cash Code: 1414

Class C Accounts Payable

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Payment Numbers: -
Payment Code: -
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**Payment Date Range**: 10/23/18 thru 10/23/18
**Pay Group**: 2000 PUBLIC WORKS PAY GROUP
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**Payment Code**: ACH
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**Payment Code**: ACH
**Payment Count**: 1

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**Packet Pg. 158**

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**Payment Count**: 13

**Cash Code 1414 Total**: 55,699.08
**Payment Count**: 14

**Pay Group 2000 USD Total**: 55,699.08
**Payment Count**: 14
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**User Name:** DP\ERP.FNMAW  
**Job Name:** PMTHISTORY  
**Step Nbr:** 9

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- **Payment Numbers:** -  
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**AP255  Date 10/23/18**  
**Time 13:05**

**Bank Account Payment History**

**Cash Code**  1414  
**Bank**  071923909  
**Payment Code**  ACH  

**Payment Date Range**  10/23/18 thru 10/23/18  
**Payment Currency**  USD  

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| 10652 HM14-05#18 | IX 103 | 10/28/18 | 5,231.90 | 0.00 | 5,231.90 | 3,610.06 | 0.00 | 3,610.06 |
| **Payment Number 518531 Payment Date 10/23/18** | **Vendor 10652** | DUPAGE PADS | Status Issued | 834.12 | 0.00 | 834.12 | 2,775.94 | 0.00 | 2,775.94 |
| 10652 ES17-02#10 | IX 103 | 10/28/18 | 834.12 | 0.00 | 834.12 | 2,775.94 | 0.00 | 2,775.94 |
| 10652 ES17-04B#10 | IX 103 | 10/28/18 | **Payment Total** | **Payment Total** | **Payment Total** | **Payment Total** | **Payment Total** | **Payment Total** |

| Payment Number 518532 Payment Date 10/23/18 | **Vendor 26418** | EVERETT, AMY | Status Issued | 75.43 | 0.00 | 75.43 | 75.43 | 0.00 | 75.43 |
| 26418 MIL20180815 | IX 105 | 10/18/18 | 75.43 | 0.00 | 75.43 | 75.43 | 0.00 | 75.43 |
| **Payment Number 518533 Payment Date 10/23/18** | **Vendor 14161** | GRAHAM, KELLY | Status Issued | 18.00 | 0.00 | 18.00 | 18.00 | 0.00 | 18.00 |
| 14161 100718-101318.ARI | IX 208 | 10/18/18 | 18.00 | 0.00 | 18.00 | 18.00 | 0.00 | 18.00 |

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| 10348 ES17-03D#89 | IX 103 | 10/28/18 | 968.29 | 0.00 | 968.29 | 968.29 | 0.00 | 968.29 |
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**Time 13:05**  
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**Payment Date Range** 10/23/18 thru 10/23/18  
**Payment Currency** USD

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**Cash Code 1414 Total**  
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**Pay Group 5000 USD Total**  
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**Job Name:** PMTHISTORY  
**Step Nbr:** 10

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- **Payment Code:** -

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## Bank Account Payment History

**AP255 Date 10/23/18**
**Time 13:05**

**Pay Group 6000 CAPITAL PROJECTS PAY GROUP USD**

**Bank Account Payment History**

**Cash Code 1414**
**Bank 071923909**

**Payment Code CHK**

**Payment Date Range** 10/23/18 thru 10/23/18

**Payment Currency USD**

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**Packet Pg. 167**

Pay Group: 1000  
Cash Code: 1414  
Class C Accounts Payable  

Payment Date: 102618 - 102618  
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**Bank:** 071923909

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**AP255 Date 10/26/18**

**Time 12:49**

**Cash Code 1414**

**Bank 071923909**

**Payment Code CHK**

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- **Cash Code**: 1414
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- **Payment Date Range**: 10/26/18 thru 10/26/18
- **Payment Currency**: USD
- **Payment Count**: 81
- **Scheduled Amount**: 154,802.12
- **Net Payment**: 154,802.00
- **Discount Amount**: 0.00
- **Payment Code**: CHK
- **Schedule**: 10/26/18 - Paylist (17-1061 : 10/26/18 Paylist)
Bank Account Payment History

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Job Name: PMTHISTORY
Step Nbr: 2

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## Bank Account Payment History

**AP255 Date 10/26/18**  
**Time 12:51**  
**Bank Account Payment History**  
**Cash Code** 1414  
**Bank** 071923909  
**Payment Date Range** 10/26/18 thru 10/26/18  
**Payment Currency** USD

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- **Total**
- **12**

### **Cash Code 1414**
- **Total**
- **12**

### **Pay Group 1200 USD**
- **Total**
- **12**

**Attachment: 10-26-18 - Paylist (17-18-1061 : 10/26/18 Paylist)**
User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 4

Pay Group: 1300
Cash Code: 1414

Class C Accounts Payable

Payment Date: 102618 - 102618
Payment Numbers: -
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- **Vendor**:
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  - 1076190: FISHER SCIENTIFIC
  - 1076191: SIGMA-ALDRICH INC
- **Amounts**:
  - 50.00, 408.51, 185.95, 168.58, 168.58
- **Net Payment**: 50.00, 408.51, 185.95, 168.58, 168.58
- **Payment Code**: CHEK
- **Payment Count**: 3

**Total Payments**: 813.04 USD
**Total Payment Count**: 3
Bank Account Payment History

AP255 Date: 10/26/18           JOB SUBMISSION PARAMETERS
Time: 12:51

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 5

Pay Group: 1400
Cash Code: 1414            Class C Accounts Payable

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AP255 Date: 10/26/18
Time: 12:51

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 6

Pay Group: 1500
Cash Code: 1414
Class C Accounts Payable

Payment Date: 102618 - 102618
Payment Numbers: -
Payment Code: 7.E.a
## Bank Account Payment History

**AP255 Date 10/26/18**

**Time 12:52**

**Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD**

**Bank Account Payment History**

**Cash Code 1414 Bank 071923909**

**Payment Code ACH**

**Payment Date Range 10/26/18 thru 10/26/18**

**Payment Currency USD**

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**Packet Pg. 190**

**Attachment: 10-26-18 - Paylist (17-1061 : 10/26/18 Paylist)**
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## Bank Account Payment History

**AP255 Date 10/26/18**

**Time 12:52**

**Bank Account Payment History**

**Cash Code 1414**

**Bank 071923909**

**Payment Date Range 10/26/18 thru 10/26/18**

**Payment Currency USD**

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**Attachment: 10-26-18 - Paylist (17-18-1061 : 10/26/18 Paylist)**
Bank Account Payment History

Pay Group: 1600  
Cash Code: 1414  
Class C Accounts Payable

Payment Date: 102618 - 102618
Payment Numbers: -
Payment Code: -
Bank Account Payment History

AP255  Date 10/26/18  Time 12:52
Pay Group  1600 CONSERV & RECREATION PAY GROUP  USD
Bank Account Payment History
Payment Date Range  10/26/18 thru 10/26/18
Payment Currency  USD

Cash Code  1414  Bank  071923909
Payment Code  ACH

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**Time 12:52**  
**Pay Group 1600 CONSERV & RECREATION PAY GROUP USD**  
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**Payment Currency USD**  
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**Bank 071923909**  
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**Attachment:** 10-26-18 - Paylist (17-18-1061 : 10-26-18 Paylist)
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- **Date:** 10/26/18
- **Time:** 12:52

**Pay Group:** 1600 CONSERV & RECREATION PAY GROUP
**USD**

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### Bank Account Payment History

**AP255** Date 10/26/18  
**Time 12:53**  
**Pay Group** 2000 PUBLIC WORKS PAY GROUP  
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**Bank Account Payment History**  
**Payment Date Range** 10/26/18 thru 10/26/18  
**Payment Currency** USD

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## Bank Account Payment History

### AP255 Date 10/26/18

**Time**: 12:53

**Cash Code**: 1414

**Bank**: 071923909

**Payment Code**: CHK

**Payment Date Range**: 10/26/18 thru 10/26/18

**Payment Currency**: USD

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### Bank Account Payment History

**AP255 Date 10/26/18**  
**Time 12:53**

**Pay Group** 2000 PUBLIC WORKS PAY GROUP  
**USD**

**Bank Account Payment History**

**Payment Date Range** 10/26/18 thru 10/26/18  
**Payment Currency** USD

**Cash Code** 1414  
**Bank** 071923909  
**Payment Code** CHK

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Job Name: PMTHISTORY
Step Nbr: 9

Pay Group: 5000
Cash Code: 1414
Class C Accounts Payable

Payment Date: 10/26/18 - 10/26/18
Payment Numbers: -
Payment Code: -
### Bank Account Payment History

**AP255** Date 10/26/18  
**Time 12:54**  
**Pay Group** 5000 DUPAGE COUNTY GRANTS PAY GROUP USD  
**Bank Account Payment History**  
**Payment Date Range** 10/26/18 thru 10/26/18  
**Payment Currency** USD

**Cash Code** 1414  
**Bank** 071923909

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10667 NZL6591  
10667 NZL6594  
10667 PCP8489  
10667 PGR1629  
*** Payment Total 774.16  
**Payment Number** | **518551** Payment Date 10/26/18 | **Vendor** | 14424 | **DEVRY CORPORATE PAYMENTS** | **Status Issued** 4,161.  
14424 D40759257-SEP2018-2  
*** Payment Total 4,161.00  
**Payment Number** | **518552** Payment Date 10/26/18 | **Vendor** | 23461 | **DUPAGE COUNTY COMMUNITY** | **Status Issued** 2,378.54  
23461 013493-000 082418  
23461 8831 SCHOOL FEES 2018  
23461 DHS-19-0000393  
23461 ESG-ED-0000373  
*** Payment Total 2,378.54  
**Payment Number** | **518553** Payment Date 10/26/18 | **Vendor** | 24646 | **JIARDINA, CHRISTINA** | **Status Issued** 4.36  
24646 MIL20180919  
*** Payment Total 4.36  
**Payment Number** | **518554** Payment Date 10/26/18 | **Vendor** | 22394 | **PRENDERGAST, ERIN** | **Status Issued** 49.95  
22394 MIL20181001  
*** Payment Total 49.95  
**Payment Number** | **518555** Payment Date 10/26/18 | **Vendor** | 26840 | **RAUSCH INFRASTRUCTURE LLC** | **Status Issued** 334,100.97  
26840 2732-1 #5  
*** Payment Total 334,100.97  
**Payment Number** | **518556** Payment Date 10/26/18 | **Vendor** | 28793 | **SIMMONS, IMANI** | **Status Issued** 1,391.64  
28793 100118 100518  
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- **Time:** 12:54

### Pay Group Details:
- **Pay Group:** 5000 DUPAGE COUNTY GRANTS PAY GROUP
- **USD**

### Payment Details:
- **Payment Date Range:** 10/26/18 thru 10/26/18
- **Payment Currency:** USD

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**Time 12:54**

**Bank Account Payment History**

**Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD**

**Packet Pg. 209**
**Attachment: 10-26-18 - Paylist (17-18-1061 : 10/26/18 Paylist)**
User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 10

Pay Group: 6000       Class C Accounts Payable
Cash Code: 1414

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**Payment Count** 50

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**Vendor 10037 WHEATON SANITARY DISTRICT**  
**Invoice IX 100**  
**Due Date 10/24/18**  
**Status Issued**  
**Payment Total 994.82**

**Payment Count** 50

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**Vendor 28769 WICKESSER, MARGO MARY**  
**Invoice IX 100**  
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**Payment Count** 50

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**Vendor 27817 YEN, JUSTINE**  
**Invoice IX 100**  
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**Payment Count 47**  
**Cash Code 1414 Total 63,642.39**  
**Payment Count 50**  
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Job Name: PMTHISTORY
Step Nbr: 2

Pay Group: 1100
Cash Code: 1414
Class C Accounts Payable

Payment Date: 103018 - 103018
Payment Numbers: -
Payment Code: -
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**Payment Currency**: USD

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Attachment: 10-30-18 - Paylist (17-18-1068 : 10/30/18 Paylist)
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# Bank Account Payment History

**AP255 Date 10/30/18**  
**Time 11:47**  
**Pay Group 1100 GENERAL GOVERNMENT PAY GROUP**  
**USD**

**Bank Account Payment History**

**Payment Date Range** 10/30/18 thru 10/30/18  
**Payment Currency** USD

---

**Vendor** | **Invoice** | **Voucher** | **Auth PL** | **Due Date** | **Dsc Date** | **Scheduled Amount** | **Discount Amount** | **Net Payment Amo**
---|---|---|---|---|---|---|---|---
**Payment Number** | **Payment Date** | **Vendor** | **Amount** | **Status Issued** | **Status Issued**

| **1076373** | **10/30/18** | **22532 UNIVERSITY OF ILLINOIS** | **126.00** | **0.00** | **126.00** |
| **1076374** | **10/30/18** | **26603 ZOETIS US LLC** | **235.00** | **0.00** | **235.00** |

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**Pay Group 1100 USD Total Payment Count** 45

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**Attachment:** 10-30-18 - Paylist (17-18-1062 : 10/30/18 Paylist)
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## Bank Account Payment History

**AP255 Date 10/30/18**  
**Time 11:47**  
**Pay Group 1200 HEALTH AND WELFARE PAY GROUP**  
**USD**

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**Packet Pg. 230**

Attachment: 10-30-18 - Paylist (17-18-1062 : 10/30/18 Paylist)
Bank Account Payment History

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 5

Pay Group: 1400
Cash Code: 1414
Class C Accounts Payable

Payment Date: 103018 - 103018
Payment Numbers: -
Payment Code: -
### Bank Account Payment History

**AP255** Date **10/30/18**
**Time** 11:47

**Pay Group** 1400 JUDICIAL PAY GROUP

**Bank Account Payment History**

**Payment Date Range** 10/30/18 thru 10/30/18
**Payment Currency** USD

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**Cash Code** 1414  **Bank** 071923909

**Payment Code** ACH

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**Vendor**  | **Invoice**  | **Voucher**  | **Auth PL**  | **Due Date**  | **Dsc Date**  | **Scheduled Amount**  | **Discount Amount**  | **Net Payment Amo**  
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**Payment Count** 1

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Attachment: 10-30-18 - Paylist (17-18-1062 : 10/30/18 Paylist)
# Bank Account Payment History

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**Payment Code:** CHK
**Payment Count:** 3

**Cash Code:** 1414
**Payment Count:** 4

**Pay Group:** 1400 USD
**Payment Count:** 4

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### Vendor Details
- **Platinum Car Wash & Lube**
- **Rickert, David J**
- **Schow, John**

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### Payment Information
- **Status Issued:**
  - 19.98
  - 32,880.00
  - 173.23

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**Payment Date Range:** 10/30/18 thru 10/30/18
**Payment Currency:** USD
**Cash Code:** 1414
**Bank:** 071923909
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## Bank Account Payment History

**AP255 Date 10/30/18**  
**Time 11:48**  
**Pay Group 1500 HWY STREETS & BRIDGES PAY GRP**  
**USD**  
**Bank Account Payment History**

**Payment Date Range** 10/30/18 thru 10/30/18  
**Payment Currency** USD

**Cash Code 1414**  
**Bank 071923909**

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Payment Count: 10
User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 7

Pay Group: 1600            Class C Accounts Payable
Cash Code: 1414

Payment Date: 103018 - 103018
Payment Numbers: -
Payment Code: -
# Bank Account Payment History

**AP255** Date 10/30/18  
**Pay Group** 1600 CONSERV & RECREATION PAY GROUP  
**USD**  
**Bank Account Payment History**  
**Payment Date Range** 10/30/18 thru 10/30/18  
**Payment Currency** USD  
**Cash Code** 1414  
**Bank** 071923909  
**Payment Code** CHK

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**Packet Pg. 239**

**Attachment: 10-30-18 - Paylist (17-1062 : 10/30/18 Paylist)**
User Name: DP\ERP.FNCYW  
Job Name: PMTHISTORY  
Step Nbr: 8  

Pay Group: 2000  
Cash Code: 1414  
Class C Accounts Payable  
Payment Date: 103018 - 103018  
Payment Numbers: -  
Payment Code:
## Bank Account Payment History

**AP255 Date 10/30/18**  
**Time 11:48**  
**Cash Code 1414 Bank 071923909**  
**Pay Group 2000 PUBLIC WORKS PAY GROUP**  
**USD**  
**Payment Date Range 10/30/18 thru 10/30/18**  
**Payment Currency USD**  

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30009 EXP20181012 | 100 11/11/18 | IX | CAMPOBASSO, JOHN | Status Issued | 177.27 | 0.00 | 177.00 |
| Payment Number 1076414 Payment Date 10/30/18  
13982 8771201190721252101918  
13982 8771201210396127102318 | 100 11/18/18 | 100 11/22/18 | IX | COMCAST CABLE | Status Issued | 234.85 | 0.00 | 234.85 |
| Payment Number 1076415 Payment Date 10/30/18  
30005 EXP20181010 | 100 11/09/18 | IX | ENTERPRISE RECOVERY SYSTEMS | Status Issued | 1,484.54 | 0.00 | 1,484.54 |
| Payment Number 1076416 Payment Date 10/30/18  
30010 4-101654 | 100 10/26/18 | IX | JS INSTRUMENTS & EQUIPMENT INC | Status Issued | 1,298.90 | 0.00 | 1,298.90 |
| Payment Number 1076417 Payment Date 10/30/18  
23393 5770792  
23393 5770901  
23393 5771680 | 100 09/30/18 | 100 09/30/18 | 100 10/05/18 | IX | MIDLAND SCIENTIFIC INC | Status Issued | 160.27 | 0.00 | 160.27 |
| Payment Number 1076418 Payment Date 10/30/18  
13068 1159444 | 100 10/27/18 | IX | OZINGA READY MIX CONCRETE INC | Status Issued | 686.00 | 0.00 | 686.00 |
| Payment Number 1076419 Payment Date 10/30/18  
19699 326738 | 100 10/24/18 | IX | PEREGRINE CORPORATION | Status Issued | 3,078.51 | 0.00 | 3,078.51 |
| Payment Number 1076420 Payment Date 10/30/18  
29406 3443 | 100 10/28/18 | IX | STENSTROM CONSTRUCTION INC | Status Issued | 1,200.00 | 0.00 | 1,200.00 |
| Payment Number 1076421 Payment Date 10/30/18  
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20308 242307 | 100 10/28/18 | 100 10/28/18 | IX | VILLAGE OF WOODRIDGE | Status Issued | 1,497.05 | 0.00 | 1,497.05 |

**Payment Count**  
10,369.16 Total Payment Count 9
User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 9

Pay Group: 5000          Class C Accounts Payable
Cash Code: 1414

Payment Date: 103018 - 103018
Payment Numbers: -
Payment Code: -
## Bank Account Payment History

**AP255 Date 10/30/18**
**Time 11:49**

**Pay Group** 5000 DUPAGE COUNTY GRANTS PAY GROUP USD

**Cash Code** 1414 **Bank** 071923909

**Payment Code** ACH

**Payment Date Range** 10/30/18 thru 10/30/18 **Payment Currency** USD

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**Payment Code ACH Total** 13,311.59

**Payment Count** 6

Attachment: 10-30-18 - Paylist (17-18-1062 : 10/30/18 Paylist)
### Bank Account Payment History

**AP255 Date 10/30/18**  
**Time 11:49**  
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**Bank Account Payment History**  
**Payment Date Range 10/30/18 thru 10/30/18**  
**Payment Currency USD**  

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**Bank Account Payment History**

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**Time:** 11:56

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**Job Name:** PMTHISTORY  
**Step Nbr:** 1

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**Time 11:58**

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**Bank 071923909**

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**Payment Currency USD**

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## Bank Account Payment History

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**Pay Group 1100 GENERAL GOVERNMENT PAY GROUP**  
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**Payment Date Range 11/02/18 thru 11/02/18**  
**Payment Currency USD**

**Cash Code 1414**  
**Bank 071923909**

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**Packet Pg. 259**

## Bank Account Payment History

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- Payment Count: 51,727.06

**Cash Code 1414 Total**
- Payment Count: 51,727.06

**Pay Group 1100 USD Total**
- Payment Count: 51,727.06
Bank Account Payment History

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Job Name: PMTHISTORY
Step Nbr: 3

Pay Group: 1200
Cash Code: 1414
Class C Accounts Payable

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- **16,162.00** paid to MED ASSURE OF INDIANA LLC
- **3,524.63** paid to MEDLINE INDUSTRIES INC
- **441.70** paid to PYRAMID PAPER COMPANY
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**Note:**
- **Vendor:** SYSCO FOOD SERVICES-CHICAGO
- **Status:** Issued
- **Payment Date Range:** 11/02/18 thru 11/02/18
- **Payment Currency:** USD
- **Bank Account Payment History**
- **Payment Code:** CHK
- **Total Payment:** 113,372.86 USD
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Bank Account Payment History

User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 5

Pay Group: 1400
Cash Code: 1414  Class C Accounts Payable
Payment Date: 110218 - 110218
Payment Numbers: -
Payment Code: -
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**Payment Code ACH Total**

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0.00

306.00

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- Payment Count: 8
- Total: 19,188.34
- Net Payment Count: 19,188.34

**Cash Code 1414 Total**

- Payment Count: 9
- Total: 19,494.34
- Net Payment Count: 19,494.34

**Pay Group 1400 USD Total**

- Payment Count: 9
- Total: 19,494.34
- Net Payment Count: 19,494.34
**Bank Account Payment History**

**AP255 Date:** 11/02/18  
**Time:** 12:01

**User Name:** DP\ERP.FNMAW  
**Job Name:** PMTHISTORY  
**Step Nbr:** 6

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Payment Total: 2,570.25
## Bank Account Payment History

**AP255 Date 11/02/18**

**Time 12:01**

**Cash Code 1414**

**Bank 071923909**

**Payment Code CHK**

**Payment Date Range 11/02/18 thru 11/02/18**

**Payment Currency USD**

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- **Payment Count** 14
- **Payment Total** 152,653.70

**Cash Code 1414 Total**

- **Payment Count** 14
- **Payment Total** 152,653.70

**Pay Group 1500 USD Total**

- **Payment Count** 14
- **Payment Total** 152,653.70

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**Packet Pg. 278**

Bank Account Payment History

AP255 Date: 11/02/18                JOB SUBMISSION PARAMETERS
Time: 12:01

User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 7

Pay Group: 1600                Class C Accounts Payable
Cash Code: 1414

Payment Date: 110218 - 110218
Payment Numbers: -
Payment Code: -
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*** Payment Code ACH Total: 882.00

Payment Count: 1
Bank Account Payment History

**Payment Date Range**: 11/02/18 thru 11/02/18

**Payment Currency**: USD

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Packet Pg. 281
User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 8

Pay Group: 2000
Cash Code: 1414  Class C Accounts Payable

Payment Date: 110218 - 110218
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Payment Code:
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**Payment Code ACH Total**: 41.53

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- **Payment Count**: 26
- **Pay Group 2000 USD Total**: 62,618.70
- **Payment Count**: 26
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User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 9

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- Payment Count: 2
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**Time 12:03**  
**Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD**  
**Bank Account Payment History**

**Payment Date Range** 11/02/18 thru 11/02/18  
**Payment Currency USD**

- **Cash Code** 1414  
- **Bank** 071923909

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  - **Payment Date:** 11/02/18
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Bank Account Payment History

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Payment Number  1076684 Payment Date 11/02/18  Vendor 18822 LARSON, JULIE  Status Issued  16.02

Payment Number  1076685 Payment Date 11/02/18  Vendor 29933 BGTM LLC  Status Issued  2,000.00

Payment Number  1076686 Payment Date 11/02/18  Vendor 11508 NORTHFIELD CENTER INC  Status Issued  158.20

Payment Number  1076687 Payment Date 11/02/18  Vendor 29776 PET HARMONY  Status Issued  225.00

Payment Number  1076688 Payment Date 11/02/18  Vendor 29991 RUSSELL, AMELIA  Status Issued  6.00

Payment Number  1076689 Payment Date 11/02/18  Vendor 28947 TURTON, ERIC  Status Issued  6.00

Payment Code CHK Total  144,033.75

Cash Code 1414 Total  145,001.30

Pay Group 5000 USD Total  145,001.30

Packet Pg. 291
User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 1

Pay Group: 1000       Class C Accounts Payable
Cash Code: 1414

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**Payment Date Range**  11/06/18 thru 11/06/18  **Payment Currency**  USD

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**Payment Count**  12  **Payment Count**  12

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**Packet Pg. 294**

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### Payment Details

- **Vendor Number**: 1076720
- **Payment Date**: 11/06/18
- **Vendor Info**: AUSBRO, LIDIA MIGACZ
- **Status**: Issued
- **Payment Amount**: 260.00 USD

- **Vendor Number**: 1076721
- **Payment Date**: 11/06/18
- **Vendor Info**: AUSTIN, SUZANNE
- **Status**: Issued
- **Payment Amount**: 1,000.00 USD

- **Vendor Number**: 1076722
- **Payment Date**: 11/06/18
- **Vendor Info**: BARN OWL FEED & GARDEN
- **Status**: Issued
- **Payment Amount**: 27.78 USD

- **Vendor Number**: 1076723
- **Payment Date**: 11/06/18
- **Vendor Info**: BLUE DIAMOND COFFEE SERVICE
- **Status**: Issued
- **Payment Amount**: 60.00 USD

- **Vendor Number**: 1076724
- **Payment Date**: 11/06/18
- **Vendor Info**: CARLENS, DONALD
- **Status**: Issued
- **Payment Amount**: 528.95 USD

- **Vendor Number**: 1076725
- **Payment Date**: 11/06/18
- **Vendor Info**: CATHOLIC CHARITIES OF THE ARCH
- **Status**: Issued
- **Payment Amount**: 16,250.00 USD

- **Vendor Number**: 1076726
- **Payment Date**: 11/06/18
- **Vendor Info**: CENTRAL DUPAGE HOSPITAL
- **Status**: Issued
- **Payment Amount**: 19,374.30 USD

- **Vendor Number**: 1076727
- **Payment Date**: 11/06/18
- **Vendor Info**: CIOX HEALTH
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- **Payment Amount**: 67.13 USD

- **Vendor Number**: 1076728
- **Payment Date**: 11/06/18
- **Vendor Info**: CLAUSEN MILLER PC
- **Status**: Issued
- **Payment Amount**: 4,275.00 USD

- **Vendor Number**: 1076729
- **Payment Date**: 11/06/18
- **Vendor Info**: COMCAST CABLE
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- **Payment Amount**: 2.10 USD

- **Vendor Number**: 1076730
- **Payment Date**: 11/06/18
- **Vendor Info**: CURRIE MOTORS FRANKFORT INC
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- **Payment Amount**: 2.00 USD
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**Time 11:56**  
**Cash Code 1414**  
**Bank 071923909**  
**Payment Date Range 11/06/18 thru 11/06/18**  
**Payment Code CHK**  
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Bank Account Payment History

AP255 Date 11/06/18 Time 11:56
Bank Account Payment History

Cash Code 1414 Bank 071923909
Payment Code CHK

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Payment Currency USD

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27620 102918 | Payment Date 11/06/18 | Vendor 27620 | SIDDIQA, ASRA | IX 100 | 11/28/18 | 120.00 | 0.00 | 120.00 | Status Issued
1076788 | Payment Date 11/06/18 | Vendor 11054 | SPIZZIRRI, TRINA | IX 100 | 11/08/18 | 28.00 | 0.00 | 28.00 | Status Issued
11054 62818 | Payment Date 11/06/18 | Vendor 13018 | SURVEYMONKEY INC | IX 100 | 10/31/18 | 360.00 | 0.00 | 360.00 | Status Issued
13018 32444912 | Payment Date 11/06/18 | Vendor 28062 | TARGET CORPORATE GIFTCARDS | IX 100 | 12/02/18 | 2,500.00 | 0.00 | 2,500.00 | Status Issued
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11169 839003874 | Payment Date 11/06/18 | Vendor 11169 | THOMSON REUTERS-WEST | IX 100 | 11/03/18 | 827.04 | 0.00 | 827.04 | Status Issued
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**Cash Code 1414 Total**

Payment Count: 101

**Pay Group 1000 USD Total**

Payment Count: 101

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**AP255** Date: 11/06/18           JOB SUBMISSION PARAMETERS

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Job Name: PMTHISTORY
Step Nbr: 3

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- **Due Date:** 11/06/18
- **Scheduled Amount:** 17,330.33
- **Net Payment Amo:** 17,330.00

**Payment Number:** 1076831
- **Vendor:** 11109 OFFICE DEPOT
- **Due Date:** 11/06/18
- **Scheduled Amount:** 199.00
- **Net Payment Amo:** 199.00

**Payment Number:** 1076832
- **Vendor:** 28804 PRESCRIPTION SUPPLY INC
- **Due Date:** 11/06/18
- **Scheduled Amount:** 259.87
- **Net Payment Amo:** 259.00

**Payment Number:** 1076833
- **Vendor:** 28804 PRESCRIPTION SUPPLY INC
- **Due Date:** 11/06/18
- **Scheduled Amount:** 239.93
- **Net Payment Amo:** 239.00

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- **Due Date:** 11/06/18
- **Scheduled Amount:** 631.06
- **Net Payment Amo:** 631.00

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- **Due Date:** 11/06/18
- **Scheduled Amount:** 334.56
- **Net Payment Amo:** 334.00

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- **Due Date:** 11/06/18
- **Scheduled Amount:** 500.49
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Bank Account Payment History

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 4

Pay Group: 1300
Cash Code: 1414
Class C Accounts Payable

Payment Date: 110618 - 110618
Payment Numbers: -
Payment Code: -
## Bank Account Payment History

**AP255** Date 11/06/18  
**Time 11:58**

**Pay Group** 1300 PUBLIC SAFETY PAY GROUP  
**USD**

**Bank Account Payment History**  
**Cash Code** 1414  
**Bank** 071923909  
**Payment Code** CHK  
**Payment Date Range** 11/06/18 thru 11/06/18  
**Payment Currency** USD

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10701 20181813  
10701 20181838  
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**Status Issued** 16.00
  
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10314 9539  
**Vendor** 10314  
**COLLEGE OF DUPAGE**  
**Status Issued** 125.00
  
**Payment Number** 1076838 Payment Date 11/06/18  
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**CSC SERVICWORKS INC**  
**Status Issued** 60.00

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**Payment Count** 3

**Pay Group 1300 USD Total** 303.00  
**Payment Count** 3
Bank Account Payment History

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 5

Pay Group: 1400          Class C Accounts Payable
Cash Code: 1414

Payment Date: 110618 - 110618
Payment Numbers: -
Payment Code: -
## Bank Account Payment History

**AP255** Date 11/06/18  
Time 11:58

**Pay Group**  1400 JUDICIAL PAY GROUP  
USD

**Bank Account Payment History**

- **Cash Code**: 1414  
- **Bank**: 071923909

**Payment Code** ACH

**Payment Date Range**: 11/06/18 thru 11/06/18  
**Payment Currency**: USD

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### Bank Account Payment History

#### Cash Code 1414  Bank 071923909

#### Payment Date Range 11/06/18 thru 11/06/18

#### Payment Currency USD

### Vendor Invoice Voucher Auth PL Due Date Dsc Date Scheduled Amount Discount Amount Net Payment

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Job Name: PMTHISTORY
Step Nbr: 6

Pay Group: 1500
Cash Code: 1414
Class C Accounts Payable

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**Cash Code 1414 Total Payment Count: 15**
**Pay Group 1500 USD Total Payment Count: 15**
Bank Account Payment History

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 7

Pay Group: 1600
Cash Code: 1414
Class C Accounts Payable

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**Note:**
- Payment Data Range: 11/06/18 thru 11/06/18
- Payment Currency: USD
- Cash Code: 1414
- Bank: 071923909
- Payment Code: CHK
- Payment Count: 11
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### 7.H.a

Packet Pg. 323

Bank Account Payment History

AP255 Date: 11/06/18           JOB SUBMISSION PARAMETERS
Time: 11:59

User Name: DP\ERP.FNCRW
Job Name: PMTHISTORY
Step Nbr: 8

Pay Group: 2000                  Class C Accounts Payable
Cash Code: 1414

Payment Date: 110618 - 110618
Payment Numbers: -
Payment Code: -
### Bank Account Payment History

**AP255 Date 11/06/18**  
**Time 11:59**  
**Pay Group 2000 PUBLIC WORKS PAY GROUP**  
**USD**

**Bank Account Payment History**

**Cash Code 1414**  
**Bank 071923909**  
**Payment Code ACH**  
**Payment Date Range 11/06/18 thru 11/06/18**  
**Payment Currency USD**

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**Time:** 12:00

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**Job Name:** PMTHISTORY  
**Step Nbr:** 9

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- **Time**: 12:00
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<td>IX 101 11/15/18</td>
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<td></td>
<td>HAYES, AMANDA</td>
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<td></td>
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<td></td>
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</table>
### Bank Account Payment History

**AP255 Date 11/06/18**

**Time 12:00**

**Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD**

**Payment Date Range 11/06/18 thru 11/06/18**

**Payment Currency USD**

**Cash Code 1414**  **Bank 071923909**

---

<table>
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<tr>
<th>Vendor</th>
<th>Invoice</th>
<th>Voucher</th>
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---

**Packet Pg. 331**
### Bank Account Payment History

**AP255** Date 11/06/18  
Time 12:01

**Pay Group** 5000 DUPAGE COUNTY GRANTS PAY GROUP USD

**Cash Code** 1414  
**Bank** 071923909

**Payment Code** CHK

**Payment Date Range** 11/06/18 thru 11/06/18  
**Payment Currency** USD

---

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Invoice</th>
<th>Voucher</th>
<th>Auth PL</th>
<th>Due Date</th>
<th>Dsc Date</th>
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<td>IX 105</td>
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<td>WHITE, CHANIECE</td>
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**Attachment:** 11-06-18 - Paylist (17-18-1064 : 11/6/18 Paylist)
### Bank Account Payment History

**AP255** Date: 11/06/18            **JOB SUBMISSION PARAMETERS**

Time: 12:01

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 10

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<th>Pay Group: 6000</th>
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<tr>
<td>Cash Code: 1414</td>
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<table>
<thead>
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<td>Payment Code:                 -</td>
</tr>
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<td>Payment Number</td>
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<tr>
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<td>*** Cash Code 1414 Total</td>
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<td>*** Pay Group 6000 USD Total</td>
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</table>
Bank Account Payment History

AP255 Date: 11/01/18
Time: 10:19

User Name: DP\ERP.FNMAW
Job Name: AP255-1100
Step Nbr: 1

Pay Group: 1100
Cash Code: 3910
Class C Account
Payment Date: 110118 - 110118
Payment Numbers: 103018 - 103018
Payment Code: WTF
Wire Transfer
## Bank Account Payment History

**AP255 Date 11/01/18**  
**Time 10:19**

**Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD**

### Bank Account Payment History

**Payment Date Range** 11/01/18 thru 11/01/18  
**Payment Number Range** 103018 thru 103018

**Cash Code 3910 Bank 071000013**  
**Payment Code WTF**

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<tr>
<th>Vendor</th>
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<td>103018</td>
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**Payment Number 103018 Payment Date 11/01/18**  
**Vendor 11521 CORVEL CORPORATION INC Status Issued**

**Payment Code WTF Total**  
**Payment Count 1**

**Cash Code 3910 Total**  
**Payment Count 1**

**Pay Group 1100 USD Total**  
**Payment Count 1**

**Payment Total 110,836.45**  
**Payment Code WTF Total 110,836.45**  
**Cash Code 3910 Total 110,836.45**  
**Pay Group 1100 USD Total 110,836.45**
Bank Account Payment History

AP255 Date: 11/07/18           JOB SUBMISSION PARAMETERS
          Time: 16:03

User Name: DP\ERP.FNMAW
Job Name: AP255-1100
Step Nbr: 1

Pay Group: 1100        Class C Account
Cash Code: 3910

Payment Date: 110618 - 110618
Payment Numbers: 110118 - 110118
Payment Code: AUT       Auto Debit

### Bank Account Payment History

**Payment Date Range:** 11/06/18 thru 11/06/18  
**Payment Number Range:** 110118 thru 110118  
**Cash Code:** 3910  
**Bank:** 071000013  
**Payment Code:** AUT  
**Payment Currency:** USD

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<th>Dsc Date</th>
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<th>Net Payment Amount</th>
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<td>2906 SERV</td>
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<td>Extend Contract</td>
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<tr>
<td>Facilities</td>
<td>Lee’s FoodService Parts and Repairs</td>
<td>2297 SERV</td>
<td>(14,357.39)</td>
<td>Decrease &amp; Close</td>
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<td>Facilities</td>
<td>YOUNA Mechanical</td>
<td>2746 SERV</td>
<td>(23,498.34)</td>
<td>Decrease &amp; Close</td>
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<td>Facilities</td>
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<td>2671 SERV</td>
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<td>Allied Water Proofing</td>
<td>3333 SERV</td>
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<td>Parkson Corporation</td>
<td>3355 SERV</td>
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<tr>
<td>Transportation</td>
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<td>172 SERV</td>
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<td>Extend Contract</td>
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<td>Transportation</td>
<td>Knight E/A, Inc.</td>
<td>565 SERV</td>
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<td>Transportation</td>
<td>Santacruz Associates, Ltd d/b/a Santacruz Land</td>
<td>588 SERV</td>
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<td>Transportation</td>
<td>Engineering Resource Associates</td>
<td>326 SERV</td>
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<td>(58,017.97)</td>
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<td>Workforce Fusion, LLC</td>
<td>2802 SERV</td>
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</table>
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Date: Oct 3, 2018

Purchase Order #: 2906-1 SERV
Original Purchase Order Date: Dec 2, 2017
Change Order #: 1
Department: Facilities Management

Vendor Name: Washburn Machinery, Inc.
Vendor #: 11153
Dept Contact: Katie Boffa

Background and/or Reason for Change Order Request:
Change order to extend contract 60 days in order to allow time to bid a new contract. No change in contract total.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

| A | Starting contract value | $11,073.00 |
| B | Net $ change for previous Change Orders | 0.00 |
| C | Current contract amount (A + B) | $11,073.00 |
| D | Amount of this Change Order | □ Increase □ Decrease |
| E | New contract amount (C + D) | $11,073.00 |
| F | Percent of current contract value this Change Order represents (D / C) | 0.00% |
| G | Cumulative percent of all Change Orders (B+D / A) | 0.00% |

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

☐ Increase (greater than 29 days) contract expiration from: Dec 1, 2018 to: Jan 30, 2018
☐ Increase ≥ $2,500.00, or > 10%, of current contract amount  ☐ Funding Source
☐ OTHER - explain below:

KB 5695 Oct 3, 2018  x6818 10/4/18
Prepared By (Initials) Phone Ext Date Recommended for Approval (Initials) Phone Ext Date

REVIEWED BY (Initials Only)

Buyer 10/23/18  Procurement Officer 10-23-18
Date Date

Chief Financial Officer 10-30-17
(Decision Memos Over $25,000) Date Chairman’s Office (Decision Memos Over $25,000) Date

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
**Request for Change Order**

**Procurement Services Division**  
Attach copies of all prior Change Orders

---

**Purchase Order #: 2297-1 SERV**  
**Original Purchase Order Date:** Mar 23, 2017  
**Change Order #: 1**  
**Department:** Facilities Management

---

**Vendor Name:** Lee’s FoodService Parts and Repairs  
**Vendor #: 11165**  
**Dept Contact:** Katie Bofia

---

**Background and/or Reason for Change Order Request:**  
Change order to decrease line 1 $8,357.39, line 2 $6,000.00 and close contract.

---

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

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

---

**INCREASE/DECREASE**

<table>
<thead>
<tr>
<th>INCREASE/DECREASE</th>
<th>VALUE</th>
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<tbody>
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<td>$29,880.30</td>
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<tr>
<td>B Net S change for previous Change Orders</td>
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<tr>
<td>C Current contract amount (A + B)</td>
<td>$29,880.00</td>
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<tr>
<td>D Amount of this Change Order</td>
<td>Increase $14,357.39</td>
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<tr>
<td>E New contract amount (C + D)</td>
<td>$15,522.61</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D/C)</td>
<td>-48.05%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>-48.05%</td>
</tr>
</tbody>
</table>

---

**DECISION MEMO NOT REQUIRED**

- □ Cancel entire order  
- □ Close Contract  
- □ Contract Extension (29 days)  
- □ Consent Only

---

**DECISION MEMO REQUIRED**

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

---

**KB**  
**Prepared By (Initials):** 5695  
**Phone Ext:** Oct 5, 2018  
**Recommended for Approval (Initials):**  
**Phone Ext:**  
**Date:**  
**Recommended for Approval:**  
**Phone Ext:**  
**Date:**

---

**REVIEWED BY (Initials Only):**

**Buyer:**  
**Date:** 10/23/18  
**Procurement Officer:**  
**Date:** 10/23/18

---

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

---

**Chairman's Office**  
(Decision Memos Over $25,000)  
**Date:**
**Request for Change Order**

**Procurement Services Division**

**Attach copies of all prior Change Orders**

<table>
<thead>
<tr>
<th>Purchase Order #: 2746-1 SERV</th>
<th>Original Purchase Order Date: Sep 13, 2017</th>
<th>Change Order #: 1</th>
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**Vendor Name:** YOUNA Mechanical, Inc. dba The YMI Group, Inc.  
**Vendor #: 27386**

**Department:** Facilities Management  
**Dept Contact:** Katie Boffa

**Background and/or Reason for Change Order Request:**

Change order to decrease line 1 $23,498.34 and close contract.

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

- [x] (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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
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<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A) (60% maximum on construction contracts)</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

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

---

**KB 5695**  
**Oct 23, 2018**  
**T Mull**  
**6818**  
**10/25/18**

**Prepared By (Initials): Date:** **Recommended for Approval (Initials): Phone Ext:** **Date:**

**REVIEWED BY (Initials Only):**

**Buyer:**  
**Date:** **Procurement Officer:**  
**Date:**

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

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

**Date:**

---

**CONSENT AGENDA**

**NEW 13 2018**

**Rev 1.5**  
**12/1/17**

**Packet Pg. 342**
**Request for Change Order**

Procurement Services Division

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 60000020</th>
<th>Original Purchase Order Date:</th>
<th>May 14, 2018</th>
<th>Change Order #:</th>
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<td>Vendor Name: Advent Systems, Inc.</td>
<td>Vendor #:</td>
<td>10691</td>
<td>Dept Contact: Katie Boffa</td>
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<tr>
<td>Background and/or Reason for Change Order Request:</td>
<td>Change order to extend contract to 06/30/19.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

### INCREASE/DECREASE

| A | Starting contract value | $397,418.00 |
| B | Net $ change for previous Change Orders | $0.00 |
| C | Current contract amount (A + B) | $397,418.00 |
| D | Amount of this Change Order | $0.00 |
| E | New contract amount (C + D) | $397,418.00 |
| F | Percent of current contract value this Change Order represents (D / C) | 0.00% |
| G | Cumulative percent of all Change Orders (B+D / A); 160% maximum on construction contracts | 0.00% |

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

- [ ] Increase (greater than 29 days) contract expiration from: Nov 30, 2018 to: Jun 30, 2019
- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- [ ] Funding Source: __________________
- [ ] OTHER - explain below: __________________

---

**KB 5695 Oct 17, 2018**

**Prepared By** (Initials) 5695 **Phone Ext** 10/17/18 **Date** 10/25/18

### REVIEWED BY (Initials Only)

**Buyer** Oct 20, 18 **Date** 10-30-18 **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
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Date: Oct 23, 2018
MinuteTraq (IQM2) ID #: 13750

Vendor Name: Advent Systems, Inc.
Vendor #: 10691
Dept Contact: Katie Boffa

<table>
<thead>
<tr>
<th>Purchase Order #: 2671-1 SERV</th>
<th>Original Purchase Order Date: Sep 14, 2017</th>
<th>Change Order #: 1</th>
<th>Department: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Advent Systems, Inc.</td>
<td>Vendor #: 10691</td>
<td>Background and/or Reason for Change Order Request: Change order to decrease line 1 $15,706.42 and close contract.</td>
<td></td>
</tr>
<tr>
<td>Purchase Order #: 2671-1 SERV</td>
<td>Original Purchase Order Date: Sep 14, 2017</td>
<td>Change Order #: 1</td>
<td>Department: Facilities Management</td>
</tr>
<tr>
<td>Vendor Name: Advent Systems, Inc.</td>
<td>Vendor #: 10691</td>
<td>Background and/or Reason for Change Order Request: Change order to decrease line 1 $15,706.42 and close contract.</td>
<td></td>
</tr>
</tbody>
</table>

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

**INCREASE/DECREASE**

| A Starting contract value | $33,042.00 |
| B Net $ change for previous Change Orders | $0.00 |
| C Current contract amount (A + B) | $33,042.00 |
| D Amount of this Change Order | Decrease ($15,706.42) |
| E New contract amount (C + D) | $17,335.58 |
| F Percent of current contract value this Change Order represents (D / C) | -47.53% |
| G Cumulative percent of all Change Orders (B + D / A) (60% maximum on construction contracts) | -47.53% |

**DECISION MEMO NOT REQUIRED**

- [ ] Cancel entire order
- [ ] Close Contract
- [ ] Contract Extension (29 days)
- [x] Consent Only

- [ ] Increase/Decrease quantity from: ________________ to: ________________
- [ ] Price shows: ________________ should be: ________________
- [ ] Decrease remaining encumbrance and close contract
- [ ] Increase encumbrance and close contract
- [ ] Decrease encumbrance
- [ ] Increase encumbrance

**DECISION MEMO REQUIRED**

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

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>10-29-18</td>
<td>[Signature]</td>
<td>10-29-18</td>
</tr>
</tbody>
</table>

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

**CONSENT AGENDA**

Rev 1.6
12/11/17
Packet Pg. 344
### Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 3333-1 SERV</th>
<th>Original Purchase Order Date: Jul 31, 2018</th>
<th>Change Order #: 1</th>
<th>Department: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Allied Waterproofing Inc</td>
<td>Vendor #: 25341</td>
<td>Change Order Request:</td>
<td>Dept Contact: Katie Boffa</td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:** Change order to extend contract to 08/30/19.

**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>$377,200.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Net change for previous Change Orders</td>
<td>$0.00</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$377,200.00</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td>$0.00</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$377,200.00</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>0.00%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+O/A); (60% maximum on construction contracts)</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

- □ Increase (greater than 29 days) contract expiration from: Nov 30, 2018 to: Aug 30, 2019
- □ Increase ≥ $2,500.00, or ≥ 10% of current contract amount
- □ Funding Source [ ]
- □ OTHER - explain below: 

#### KB

- Prepared By (Initials): [ ]
- Phone Ext: 5695
- Date: Oct 22, 2018
- Recommended for Approval (Initials): [ ]
- Phone Ext: [ ]
- Date: 10/25/18

#### REVIEWED BY (Initials Only)

- **Buyer:** [ ]
- Date: 10-29-18
- **Procurement Officer:** [ ]
- Date: 10-29-18
- **Chief Financial Officer (Decision Memos Over $25,000):** [ ]
- Date: 11-30-18
- **Chairman’s Office (Decision Memos Over $25,000):** [ ]
- Date: 11-30-18
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Date: Oct 24, 2018

Purchase Order #: 33555ERW Original Purchase Order Date: Aug 14, 2018 Change Order #: 1 Department: Public Works

Vendor Name: Parkson Corporation Vendor #: 10131 Dept Contact: Amy Arloew

Background and/or Reason for Change Order Request: Extend Contract to 6/30/19. No change in contract total.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

| A | Starting contract value | $319,908.00 |
| B | Net $ change for previous Change Orders |
| C | Current contract amount (A + B) | $319,908.00 |
| D | Amount of this Change Order | | | Increase | Decrease |
| E | New contract amount (C + D) | $319,908.00 |
| F | Percent of current contract value this Change Order represents (D / C) | 0.00% |
| G | Cumulative percent of all Change Orders (B + D / A); (60% maximum on construction contracts) | 0.00% |

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

- Increase (greater than 29 days) contract expiration from: Nov 23, 2018 to: Jun 30, 2019
- Increase ≥ $2,500.00, or ≥ 10%, of current contract amount - Funding Source
- OTHER - explain below: _______ _______ _______

Packet Pg. 346
**Request for Change Order**

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 172 SERV</th>
<th>Original Purchase Order Date: Jul 8, 2014</th>
<th>Change Order #: 4</th>
<th>Department: Division of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: James J. Benes &amp; Associates</td>
<td>Vendor #: 11226</td>
<td>Dept Contact: Eva Hitchcock</td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**

Various Drainage and Stormwater Engineering Services

Extend contract completion date through 11/30/19. Change last invoice date to November 30, 2020.

**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**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B + D + C)</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

- Increase (greater than 29 days)/Decrease contract expiration from: Nov 30, 2018 to: Nov 30, 2019
- Increase equal to or greater than $2,500.00, or equal to or greater than 10% of current contract amount
- OTHER - explain below:

**REVIEWED BY (Initials Only)**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyer</td>
<td>Date</td>
<td>Procurement Officer</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
<td></td>
</tr>
<tr>
<td>Chef Financial Officer (Decision Memos Over $25,000)</td>
<td>Date</td>
<td>Chairman’s Office (Decision Memos Over $25,000)</td>
</tr>
</tbody>
</table>
Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: __ __ Sep 28, 2018

MinuteTraq (IQM2) ID #: 132,24

Purchase Order #: 565 SERV

Original Purchase Order Date: Change Order #: 5

Department: Division of Transportation

Vendor Name: Knight E/A, Inc.

Vendor #: 11046

Dept Contact: Sarah Lobdell

Background and/or Reason for Change Order Request:

Professional Preliminary Engineering Services for improvements to the bridge carrying CH 3/Warrenville Road over the East Branch of the DuPage River, Section 14-00124-04 BR.

Extend contract completion date through 11/30/19. Change last invoice date to November 30, 2020.

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>$194,659.74</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td>$40,136.22</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$234,795.96</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td>Increase</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$234,795.96</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>0.00%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B + D / A); 60% maximum on construction contracts</td>
<td>20.62%</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

☐ Cancel entire order

☐ Close Contract

☐ Contract Extension (29 days)

☐ Consent Only

☐ Change budget code from: ____________________________ to: ____________________________

☐ Increase/Decrease quantity from: ____________________________ to: ____________________________

☐ Price shows: ____________________________ should be: ____________________________

☐ Decrease remaining encumbrance

☐ Increase encumbrance

☐ Decrease encumbrance

☐ Increase encumbrance

DECISION MEMO REQUIRED

☐ Increase (greater than 29 days)/Decrease contract expiration from: Nov 30, 2018 to: Nov 30, 2019

☐ Increase equal to or greater than $2,500.00, or equal to or greater than 10%, of current contract amount

☐ OTHER - explain below:

SL 6900 Sep 28, 2018

Prepared By (Initials) Phone Ext Date Recommended for Approval (Initials) Phone Ext Date

REVIEWED BY (Initials Only)

Buyer

Date 10-26-18

Procurement Officer

Date 10-26-18

Chief Financial Officer

Date 10-30-18

Chairman's Office

Date 10-30-18
**Request for Change Order**  
**Procurement Services Division**  
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 588 SERV</th>
<th>Original Purchase Order Date: Dec 9, 2014</th>
<th>Change Order #: 3</th>
<th>Department: Division of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Santacruz Associates dba Santacruz Land Acquisitions</td>
<td>Vendor #: 21570</td>
<td>Dept Contact: Eva Hitchcock</td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**  
Various Right-of-Way Negotiation Services  
Extend contract completion date through 11/30/19.

**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>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$90,000.00</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$90,000.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>Increase, Decrease</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$90,000.00</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>0.00%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

- [ ] Cancel entire order
- [ ] Close Contract
- [ ] Contract Extension (29 days)
- [X] Consent Only
- [ ] Change budget code from: ____________________________
- [ ] Increase
- [ ] Decrease
- [ ] Price shows: ____________________________
- [ ] Increase encumbrance and close contract
- [ ] Decrease encumbrance

**DECISION MEMO REQUIRED**

- [X] Increase (greater than 29 days)/Decrease contract expiration from: Nov 30, 2018 to: Nov 30, 2019
- [ ] Increase equal to or greater than $2,500.00, or equal to or greater than 10%, of current contract amount
- [ ] OTHER - explain below: ________

**REVIEWED BY (Initials Only)**

- [ ] Buyer: ____________________________ Date: 10/23/18
- [ ] Procurement Officer: ____________________________ Date: 10-23-18
- [ ] Chief Financial Officer (Decision Memos Over $25,000): ____________________________ Date: 10-30-18
- [ ] Chairman’s Office (Decision Memos Over $25,000): ____________________________ Date: 10-31-18

**CONSENT AGENDA**

- [ ] Date: Nov 3, 2018

---

**DATE: Sep 28, 2018**

---

**Packet Pg. 349**
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Date: Sep 28, 2018

Minuteg QM21 ID #: 13622

Purchase Order #: 316 SERV
Original Purchase Order Date:
Change Order #: 5
Department: Division of Transportation

Vendor Name: Engineering Resource Associates
Vendor #: 10903
Dept Contact: Sarah Lobdell

Background and/or Reason for Change Order Request:
Improvements along 87th Street at Woodward Avenue, Section 13-00253-01-CH.

Extend contract completion date through 11/30/19. Change last invoice date to November 30, 2020.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

| A | Starting contract value | $270,806.12 |
| B | Net $ change for previous Change Orders | |
| C | Current contract amount (A + B) | $270,806.12 |
| D | Amount of this Change Order | Increase | $50.00 |
| E | New contract amount (C + D) | $270,806.12 |
| F | Percent of current contract value this Change Order represents (D / C) | 0.00% |
| G | Cumulative percent of all Change Orders (B + D / A); (60% maximum on construction contracts) | 0.00% |

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

☐ Increase (greater than 29 days)/Decrease contract expiration from: Nov 30, 2018 to: Nov 30, 2019
☐ Increase equal to or greater than $2,500.00, or equal to or greater than 10% of current contract amount
☐ OTHER - explain below:

EMH 6300 SEP 28, 2018 10-9-18
Prepared By (Initials) Phone Ext Date Recommended for Approval (Initials) Phone Ext Date

REVIEWED BY (Initials Only)

Buyer 10-26-18 Procurement Officer 10-26-18
Date Date

Chief Financial Officer (Decision Memos Over $25,000) 10-30-18 Chairman’s Office (Decision Memos Over $25,000) 10-30-18
Date Date

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

Packet Pg. 350
**Request for Change Order**

**Procurement Services Division**

**Minutemail (IQM2) ID #: 13628**

**Attach copies of all prior Change Orders**

<table>
<thead>
<tr>
<th>Purchase Order #: 2987 SERV</th>
<th>Original Purchase Order Date:</th>
<th>Change Order #: 2</th>
<th>Department: Division of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: WSP USA Inc.</td>
<td></td>
<td>Vendor #:</td>
<td>Dept Contact: Eva Hitchcock</td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**

Central Tri-State Corridor Travel Demand Assessment, Section 7-TDAP0-00-EG.

Extend contract completion date through 06/30/19. Change last invoice date to June 30, 2020.

**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>$357,029.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td>Increase</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$357,029.00</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>0.00%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B + D / A)</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

- Cancel entire order
- Change budget code from: ____________ to: ____________
- Increase/Decrease quantity from: ____________ to: ____________
- Price shows: ____________ should be: ____________
- Decrease remaining encumbrance and close contract
- Increase encumbrance and close contract
- Decrease encumbrance
- Increase encumbrance

**DECISION MEMO REQUIRED**

- Increase (greater than 29 days) contract expiration from: Nov 30, 2018 to: Jun 30, 2019
- Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- OTHER - explain below:

**Emh 6900**

Prepared By (Initials) | Phone Ext | Date | Recommended for Approval (Initials) | Phone Ext | Date
---|---|---|---|---|---
6900 | Sep 28, 2018 | 6900 | Sep 28, 2018 |

Reviewed By (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10-30-18</td>
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<td>10-30-18</td>
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<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td>Date</td>
<td>(Decision Memos Over $25,000)</td>
<td>Date</td>
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<td>10-31-18</td>
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<td>10-31-18</td>
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</table>
Date: Oct 19, 2018

Purchase Order #: 2228 SERV
Vendor Name: Omega & Associates, Inc.
Vendor #: 12217
Dept Contact: Sarah Lobdell

Background and/or Reason for Change Order Request:
CH 43/County Farm Road at Schick Road, Section 14-00179-030-SP/14-00179-31-SP
Decrease/Close

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

<p>| | |</p>
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<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B + C + D)</td>
</tr>
</tbody>
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DECISION MEMO NOT REQUIRED

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DECISION MEMO REQUIRED

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REVIEWED BY (Initials Only)

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</table>

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

**Request for Change Order**

**Procurement Services Division**

Attach copies of all prior Change Orders

---

**Purchase Order #:** 1706 SERV  
**Order Date:**  
**Vendor Name:** CDM Smith, Inc.  
**Vendor #:** 13295  
**Dept Contact:** Sarah Lobdell  
**Department:** Division of Transportation  
**Original Purchase Order #:**  
**Change Order #:** 6  
**MinuteTrac (IQM2) ID #:** 13[0-9]  
**Date:** Sep 28, 2018

---

**Background and/or Reason for Change Order Request:**  
Long Range Transportation Plan, Section 15-LRTPC-00-EG  
Extend contract completion date through 11/30/19. Change last invoice date to 11/30/20.

---

**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

<p>| | | |</p>
<table>
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<tr>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
<td>$1,055,938.87</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$1,055,938.87</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$1,055,938.87</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>0.00%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B + D / A); (60% maximum on construction contracts)</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

---

### DECISION MEMO NOT REQUIRED

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

---

### DECISION MEMO REQUIRED

- [ ] Increase (greater than 29 days)/Decrease contract expiration from: Nov 30, 2018 to: Nov 30, 2019  
- [ ] Increase equal to or greater than $2,500.00, or equal to or greater than 10%, of current contract amount  
- [ ] OTHER – explain below:___________

---

**EMH 6900**  
**Phone Ext:** 6900  
**Prepared By:** (Initials)  
**Date:** Sep 28, 2018  
**Recommended for Approval (Initials):**  
**Phone Ext:**  
**Date:**

---

**REVIEWED BY (Initials Only):**

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<tbody>
<tr>
<td>Buyer</td>
<td>Date: 10-30-18</td>
<td>Procurement Officer</td>
<td>Date: 10-30-18</td>
</tr>
<tr>
<td>Chief Financial Officer</td>
<td>Date: 10-31-18</td>
<td>Chairman's Office</td>
<td>Date: 10-31-18</td>
</tr>
</tbody>
</table>

---

Request for Change Order
Procurement Services Division

Attach copies of all prior Change Orders

Purchase Order #: 2802-0001-SERV  Original Purchase Order Date: Sep 13, 2017  Change Order #: 2
Vendor Name: Workforce Fusion, LLC  Vendor #: 27474

Department: IT
Dept Contact: Sandy Modesitt

Background and/or Reason for Change Order Request:
The change order will amend the contract end date with Workforce Fusion to upgrade Kronos for the Care Center and implement Employee Self Service (ESS) and Advanced Scheduler modules. This is a non-monetary Change Order.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

A Starting contract value
B Net $ change for previous Change Orders
C Current contract amount (A + B)
D Amount of this Change Order
  Increase
  Decrease
E New contract amount (C + D)
F Percent of current contract value this Change Order represents (D / C)
G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

[ ] Increase (greater than 29 days) contract expiration from: Jul 31, 2018 to: Nov 30, 2018
[ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount  [ ] Funding Source
[ ] OTHER - explain below:

SJC 5037
Prepared By (Initials)  Phone Ext  Date  Recommended for Approval (Initials)  Phone Ext  Date

REVIEWED BY (Initials Only)

Buyer  Date  Procurement Officer  Date
Chief Financial Officer  Date  Chairman’s Office  Date

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

7.K.a
Resolution
CB-R-0949-18

2019 County Board Meeting Schedule

WHEREAS, 5 ILCS 120/2.02 provides that:
2.02 Public notice of all meetings, whether open or closed to the public, shall be given as follows:
(a) Every body subject to the Act shall give public notice of the schedule of regular meetings at the
beginning of each calendar or fiscal year and shall state the regular dates, times, and places of such
meetings; and

WHEREAS, the County Board deems it advisable to establish a listing of the meetings of the
County Board to be held from January 2019 through December 2019, attached hereto and made a part
hereof.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that this resolution
establishing the attached schedule of 2019 County Board meetings be and is hereby approved and
adopted; and

BE IT FURTHER RESOLVED that the County Clerk shall cause this resolution to be published
in a newspaper of general circulation in the County; and

BE IT FURTHER RESOLVED that the County Clerk transmit copies of this resolution to all
County departments, elected officials’ offices and to all DuPage County media outlets.

2019 COUNTY BOARD MEETING SCHEDULE

All meetings convene at 10:00 a.m.

January 15       June 25
January 29       July 16
February 12      August 13
February 26      August 27
March 12         September 10
March 26         September 24
April 9          October 8
April 23         October 22
May 14           November 12
May 28           November 26
June 11

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
Resolution
CB-R-0950-18

APPOINTMENT OF MICHAEL R. KONEWKO AS DUPAGE COUNTY
HEARING OFFICER- ADMINISTRATIVE ADJUDICATION PROGRAM

WHEREAS, pursuant to 5-43 et seq. of the Illinois Counties Code and 55 ILCS 5/5-43010 et seq., certain counties, including DuPage County, are empowered to adopt by ordinance and implement an administrative adjudication program for the enforcement of ordinance violations; and

WHEREAS, the DuPage County Board adopted CB-0046-10, An Ordinance Amending the DuPage County Code of Ordinances to add Administrative Adjudication of Ordinance Violations on August 24, 2010; and

WHEREAS, Daniel J. Cronin has submitted to the County Board his appointment of Michael R. Konewko to be a Hearing Officer for the Administrative Adjudication Program; and

WHEREAS, Michael R. Konewko has successfully completed the necessary training and has received the necessary approvals from the DuPage County Circuit Court.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of Michael R. Konewko as a Hearing Officer for a term expiring on November 13, 2020, and shall continue until a successor has been appointed and qualified; and

BE IT FURTHER RESOLVED that the County shall compensate its Hearing Officer at the rate of $500 per hearing session; and

BE IT FURTHER RESOLVED that in the case of the unavoidable absence of the Hearing Officer, a qualified Hearing Officer from the Hearing Officer’s law firm may conduct the hearing in place of the Hearing Officer; and

BE IT FURTHER RESOLVED that the “Notice of Appointment” be attached hereunto and made part of this resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit a certified copy of this resolution to Michael R. Konewko; and the County Board Office.

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
NOTICE OF APPOINTMENT

By virtue of the power vested in me under 55 ILCS 5/5-43010, as amended, I, Daniel J. Cronin, as Chairman of the DuPage County Board, do hereby appoint Michael R. Konewko as Hearing Officer for the Administrative Adjudication Program for a term expiring November 13, 2020 or until a successor has been appointed and qualified.

I hereby submit this appointment to the County Board for its advice and consent this 13th day of November, 2018

Daniel J. Cronin, Chairman
DuPage County Board
DUPAGE COUNTY APPLICATION FORM FOR APPOINTMENT

Name of Board or Agency you are interested in appointment to: DuPage County Hearing Officer
Have you ever served on this Board or Agency before?: Yes
If so, how long?: 6 Plus Years

Personal Information
Last Name: KONEWKO
First Name: MICHAEL
Middle Name: R
E-mail Address: [redacted]
Present Permanent Address: [redacted]
City: Winfield
State: Illinois
Zip Code: 60190
Phone: [redacted]

Additional Information
Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.

I have been a Trial Attorney for over 40 years. I have served as Administrative Law Judge for DuPage County for 6 Plus years. I have worked with the County to build a strong and fair adjudication system serving all of the residents of DuPage County.

Are you a lobbyist registered with the State of Illinois?: No
Are you an elected official?: No
If yes, please describe:

Conviction Information
Have you ever been convicted of a criminal offense?: No
If so, date/Description:
Nature of Conviction:
Disposition:

Submitted: 16:14 Friday, 26 October 2018
☑ By submitting this application, I attest to the fact that the information provided is truthful, accurate and correct to the best of my knowledge.

***************This email was sent via the Board and Commission appointment application page on the County website***************
MICHAEL R. KONEWKO
Winfield, Illinois 60190

DATE OF BIRTH

MARITAL STATUS:
Married

with (2) children

HEALTH:
Excellent

5’10” - 225 Lbs.

TELEPHONE:

EDUCATION

Northern Illinois University College of Law
J.D., 6/78. (Upper 10% of Class)

Activities: DuPage County Bar Association
Executive Committee for Student Division;
Delta Theta Phi Law Fraternity.

University of Colorado, Boulder, Colorado
Bachelor of Arts Degree, 1974; Teaching
Assistant in Psychology for Cognitive
Psychology; Psychological statistics and
Clinical Psychology

Majors: Psychology (Cum Laude); Political
Science.

Activities: Psychology teaching assistant,
Delta Upsilon Fraternity, Student Alumni
Association, Psi Chi (Psychology Honor
Society).

PUBLICATIONS

Researcher and Co-Author of Article entitled
“Picture-Word Differences in Discrimination
Learning: II. Effects on Conceptual Categories.”
Published in the American Journal of Psychology.

DuPage County Bar Journal, 1981; Disabled Persons
Act; Practical Approach; IICLE -
Law for the legal Secretary, 1979 and 1981.
CONTINUING LEGAL EDUCATION

Numerous courses and Seminars in various areas of Civil Law with the Illinois Institute for Continuing Legal Education, Illinois State Bar Association, Northwest National Center for Professional Education and DuPage County Bar Association in the area of Municipal Law, Civil Law and Federal Regulations, Trial Techniques, Bad Faith Litigation, Matrimonial Law, Real Estate Law, Corporate Law, Probate Law, Banking Law, Insurance Law and Evidence, Tax Law and Practice, Underinsured Motorist Coverage, Civil Law and Practice, Civil Trial Evidence.

Speaker and author for DuPage Bar Association, Author for Illinois Institute for Continuing Legal Education, Former Chairman of the Professional Responsibility Committee, Probate Law and Practice Committee.

EMPLOYMENT

May 1, 2002 to Present  Owner of Konewko & Assoc., Ltd, concentrating in Civil Litigation, and Contract Law, Municipal Law, Insurance Defense, Chancery Practice, Tort Litigation, Commercial and Residential Real Estate, Corporate Law and Banking Law and Municipal Law.

1999 to April 30, 2002  Senior Partner, Managing Partner of Konewko, Mullally & Zarski, Ltd., concentrating in Civil Litigation, Commercial Law, Insurance Defense, Chancery Practice, Tort Litigation, Real Estate and Corporate Law

2/93 to 1999  Senior Partner, Managing Partner of Konewko, Grief & Mullally, Ltd, f/n/a Grief, Bus & Konewko, Ltd, concentrating in Civil Litigation, Commercial Law, Insurance Defense, Chancery Practice, Tort Litigation, Real Estate and all facets of Corporate Law.
1/87 to 1/93: Private law practice - Attorney principal with law firm known as Thomas & Konewko, Ltd., concentrating in Civil Litigation, including Personal Injury, Contracts, Insurance and Chancery Litigation, Probate and Estate Law, Real Estate Business, Commercial Transactions and Banking Law.

9/85 to 12/86: Assistant Vice President and legal counsel with Lyons Savings and Loan Association; Department head for the Real Estate Disposition Group with primary responsibility of selling Real Estate in Continental U.S.A., Supervising Litigation, Structuring and analyzing Real Estate Transactions, Bond Transactions, structuring Financing Packages, restructuring “trouble” loans. Also a member of the legal staff, overseeing litigation throughout the United States.

6/83 to 9/85: Partner in and President of Law firm of Guerard, Konewko & Drenk, Ltd., concentrating in Real Estate (purchase and sale of residential and commercial parcels), Corporate Law, Probate and Estate Planning, Court Appointed Guardian Ad Litem Litigation, General Litigation, Banking Law and complex Commercial transactions. Emphasis in Real Estate placed on loan documentation, joint venture management and documentation, and Real Estate development documentation and management.

2/81 to 6/83: Partner and President of Law firm of Konewko, Drenk and Thompson, Ltd. concentrating in Real Estate, Corporate Law, Probate and Estate Planning, Family Law, Court Appointed Guardian Ad Litem Litigation and General Litigation.

7/80 to 2/81: Konewko & Drenk, Ltd. (See above)


1978 - 1979: Law Offices of Donald E. Wilkinson, General Practice: Litigation Attorney
1976 to 1977: Store Detective, Goldblatt Brothers, Inc.

1976 – 1978 Law Clerk, Law Offices of Donald E. Wilkinson

1976 - 1988 Independent Insurance Broker

1976: DuPage County Public Defender
Student Law Clerk - Research, Trial Preparation and Trial (served as Second Chair) for Class I Felonies (now Class X Felonies).

1974 to 1975 DuPage County Treasurer’s Office, Legal Section and Information.

LEGAL ACTIVITIES:

Appointed Deputy Liquor Commission and Hearing Officer for DuPage County from 2003 to Present.

Appointed DuPage County Hearing Officer for January 2011 to present.

Appointed Hearing Officer for the City of West Chicago for 2011 to 2013.

Parliamentarian for Winfield Township Statutory Annual Meeting in excess of ten (10) years.


Speaker, Chicago Bar Association Consumer Credit Committee in September, 2000.

Speaker: DuPage County Bar Association; Judge for Minor Moot Court Competition, Loyola University, 1981; Judge for I.S.B.A. High School Moot Court competition.
Speaker for various community and union organizations in the area of Probate and Estate Planning.

Licensed to practice law before the U.S. Supreme Court (1990), U.S. District Court, Northern District of Illinois (1978), Illinois Supreme Court (1978) and Wisconsin Supreme Court (1983).

Certified Arbitrator and Certified Arbitrator Chairman, qualified to hear cases up to $50,000.00 for the mandatory Arbitration Program, 18th Judicial Circuit, DuPage County, Illinois, 1990 to Present.

Member of U.S. Representative Randall Hultgren’s Scholarship Committee from 1998 to 2008.

COMMUNITY ACTIVITIES

Active in Republican Party activities and functions; Republican Precinct Committeeman, 1985 to Present; Chairman of Winfield Township Republican Organization, 1998 to 2002, Member of DuPage County Republican Central Committee from 1998 to 2002; Winfield Zoning Board of Appeals, 1985 to 1988; Commissioner of Winfield Park District, Secretary of Board, 1990, President 1991 to 1994; DuPage Leadership Forum, 1991 to 2002; Member of 4 People, a community action group from 2005 to present; President 2006 to present. Educare of West DuPage, 2017 Board Member, 2017 to 2018 Educare of West DuPage Board Secretary and Board Member.

PAST BUSINESS EXPERIENCE

Board of Director to the Michael Kwasman Foundation from 2012 to 2016.

Board of Directors at the Orphanage of America’s Children’s Village from 1995 to 1999.

Licensed as an Illinois Insurance Broker with the Illinois Department of Insurance in the area of life, accident, health and fire from 1976 to 1993.
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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>1300-9103-30000 – Fund Balance</td>
<td>$90,600</td>
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</table>

Total Funding Source: $90,600

#### EXPENDITURES

**PERSONNEL**

<table>
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<tr>
<th>Description</th>
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<tbody>
<tr>
<td>50010 – Overtime</td>
<td>$7,000</td>
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<tr>
<td>51010 – IMRF</td>
<td>$2,000</td>
</tr>
<tr>
<td>51030 – Social Security</td>
<td>$500</td>
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<tr>
<td>51040 – Medical</td>
<td>$600</td>
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Total Personnel: $10,100

**CONTRACTUAL**

<table>
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<th>Amount</th>
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<tbody>
<tr>
<td>53090 – Other Professional Services</td>
<td>$4,500</td>
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<tr>
<td>53610 – Instruction &amp; Schooling</td>
<td>$21,000</td>
</tr>
<tr>
<td>53830 – Other Contractual Expenses</td>
<td>$55,000</td>
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</tbody>
</table>

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
Resolution
FI-R-0923-18

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
41000-0002 – Federal Operating Grant – HHS $10,000
TOTAL ANTICIPATED REVENUE $10,000

EXPENDITURES
CONTRACTUAL
53030 Legal Services $10,000
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 15 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 15 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 subgrantees 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></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:

Revised 9/18
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. § 7104b(c), 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 7½% 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 (same as Section 50-5 of the Illinois 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.
Administrative Office of the Illinois Courts

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

County of DuPage

Signature
Type/Print Name
Type/Print Title
Date

** A copy of the Judicial Branch Procurement Code is available at www.illinoiscourts.gov/procurement.
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 case load actively representing anywhere from 70 to 108 juveniles. The time consuming aspects of those caseloads include lengthy contested hearings and shelter care hearings. There is 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 case 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>
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<tr>
<td>Personnel</td>
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<td>0.00</td>
</tr>
<tr>
<td>Fringe Benefits</td>
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</tr>
<tr>
<td>Contractual</td>
<td>10,000.00</td>
<td></td>
<td>10,000.00</td>
</tr>
<tr>
<td>Travel</td>
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</tr>
<tr>
<td>Supplies</td>
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<td>0.00</td>
</tr>
<tr>
<td>Equipment</td>
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</tr>
<tr>
<td>Other</td>
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<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>Indirect Costs: (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>
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</thead>
<tbody>
<tr>
<td>Example: County Budget</td>
<td>$4,000</td>
<td>Personnel Salary</td>
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</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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<td>$0.00</td>
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</table>

**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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<tr>
<td>TOTAL FRINGE BENEFITS:</td>
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<td>$0.00</td>
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</table>
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>
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<tr>
<td>Supplemental GAL</td>
<td>Contract GAL Attorney for Children</td>
<td>100 hours</td>
<td>$100</td>
<td>$10,000.00</td>
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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>
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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>
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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).

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<tr>
<th>Item</th>
<th>Purpose</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Budget Total</th>
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**TOTAL EQUIPMENT:** $0.00

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

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<tr>
<th>Item</th>
<th>Purpose</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Budget Total</th>
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**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

| REVENUE |                  |
|-----------------------------------------------|
| 46031-0000 – Matching Contributions          | $ 63,761 |

TOTAL ANTICIPATED REVENUE $ 63,761

| EXPENDITURES |                  |
|---------------|
| PERSONNEL     |                  |
| 50000 - Regular Salaries                      | $ 63,761 |

TOTAL PERSONNEL $ 63,761

TOTAL ADDITIONAL APPROPRIATION $ 63,761
Resolution
FI-R-0928-18

ACCEPTANCE AND APPROPRIATION OF ADDITIONAL FUNDING FOR THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) COMED RATE RELIEF PROGRAM GRANT FY18
COMPANY 5000 - ACCOUNTING UNIT 1500

$15,000

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage heretofore accepted and appropriated the LIHEAP ComEd Rate Relief Program Grant FY18, Company 5000, Accounting Unit 1500 pursuant to Resolution FI-R-0045-18 for the period January 2, 2018 through December 31, 2018; and

WHEREAS, the County of DuPage has been notified by the Illinois Association of Community Action Agencies that additional grant funds in the amount of $15,000 (FIFTEEN THOUSAND AND NO/100 DOLLARS) are available to be used to continue to assist in administering the ComEd Care Program; 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 of DuPage 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 I) in the amount of $15,000 (FIFTEEN THOUSAND AND NO/100 DOLLARS) be made and added to the LIHEAP ComEd Rate Relief Program Grant FY18, Company 5000 - Accounting Unit 1500 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 Health and Human Services Committee shall review the need for continuing the specified program; and

BE IT FURTHER RESOLVED that should the Health and Human Services 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
DUPAGE COUNTY BOARD
Resolution

FI-R-0928-18

Attest: _________________________________

PAUL HINDS, COUNTY CLERK
ATTACHMENT I

ADDITIONAL APPROPRIATION FOR
THE LIHEAP COMED RATE RELIEF PROGRAM GRANT FY18
COMPANY 5000 – ACCOUNTING UNIT 1500
$15,000

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<tr>
<td>TOTAL ANTICIPATED REVENUE</td>
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</table>

<table>
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<th>EXPENDITURES</th>
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<tbody>
<tr>
<td>PERSONNEL</td>
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<td>50000 Regular Salaries</td>
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<td>51010 Employer Share I.M.R.F.</td>
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<td>51030 Employer Share Social Security</td>
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<tr>
<td>51040 Employee Med &amp; Hosp Insurance</td>
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<td>TOTAL PERSONNEL</td>
<td>$15,000</td>
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</tbody>
</table>

| TOTAL ADDITIONAL APPROPRIATION                | $15,000  |

Packet Pg. 396
Resolution
FI-R-0929-18

ACCEPTANCE AND APPROPRIATION OF ADDITIONAL FUNDING
FOR THE FORTY-FOURTH (44TH) YEAR
COMMUNITY DEVELOPMENT BLOCK GRANT FY 2018
COMPANY 5000 - ACCOUNTING UNIT 1440
$364,559.00

(Under the administrative direction of the
Community Services Department)

WHEREAS, the County of DuPage heretofore accepted and appropriated the Forty-Fourth (44th) Year Community Development Block Grant FY18 - Company 5000, Accounting Unit 1440 pursuant to Resolution FI-R-0104-18 for the period of April 1, 2018 through March 31, 2019; and

WHEREAS, the County of DuPage has been notified by the United States Department of Housing and Urban Development that additional grant funds in the amount of $364,559.00 (THREE HUNDRED SIXTY-FOUR THOUSAND, FIVE HUNDRED FIFTY-NINE AND NO/100 DOLLARS) have been awarded; 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 of DuPage 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 of $364,559.00 (THREE HUNDRED SIXTY-FOUR THOUSAND, FIVE HUNDRED FIFTY-NINE AND NO/100 DOLLARS) be made and added to the Forty-Fourth (44th) Year Community Development Block Grant FY18, Company 5000, Accounting Unit 1440 and the program continue as originally approved in all other respects; and

BE IT FURTHER RESOLVED that the personnel budget for the Community Services Department be revised to reflect the addition of:

Full Time

50000 (1) Case Manager

Grade 110 $34,428.00 - $57,381.00

BE IT FURTHER RESOLVED that should federal funding cease for this grant, the Health and Human Services Committee shall review the need for continuing the specified program and related head count; and
Resolution
FI-R-0929-18

BE IF FURTHER RESOLVED that should the Health and Human Services Committee determined 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 FOR
## THE FORTY-FOURTH (44TH) YEAR
## COMMUNITY DEVELOPMENT BLOCK GRANT FY18
## COMPANY 5000 - ACCOUNTING UNIT 1440
## $364,559.00

### REVENUE

| 41000-0001 | Federal Operating Grant - HUD | $364,559 |

**TOTAL ANTICIPATED REVENUE** | $364,559

### EXPENDITURES

#### PERSONNEL

| 50000       | Regular Salaries | $25,911 |
| 50010       | Overtime         | 5,000   |
| 51000       | Benefit Payments | 31,000  |
| 51010       | Employer Share IMRF | 3,000 |
| 51030       | Employer Share Social Security | 3,000 |
| 51040       | Employee Medical & Hospital Insurance | 5,000 |

**TOTAL PERSONNEL** | $72,911

#### CONTRACTUAL SERVICES

| 53820 | Grant Services | $291,648 |

**TOTAL CONTRACTUAL SERVICES** | $291,648

**TOTAL ADDITIONAL APPROPRIATION** | $364,559
Resolution
FI-R-0930-18

ACCEPTANCE AND APPROPRIATION OF ADDITIONAL FUNDING
FOR THE THIRTIETH (30TH) YEAR
EMERGENCY SOLUTIONS GRANT FY18
COMPANY 5000 - ACCOUNTING UNIT 1470
$4,731.00

(Under the administrative direction of the
Community Services Department)

WHEREAS, the County of DuPage heretofore accepted and appropriated the Thirtieth
(30th) Year Emergency Solutions Grant FY18 - Company 5000, Accounting Unit 1470 pursuant
to Resolution FI-R-00102-18 for the period of April 1, 2018 through March 31, 2019; and

WHEREAS, the County of DuPage has been notified by the United States Department of
Housing and Urban Development that additional grant funds in the amount of $4,731.00 (FOUR
THOUSAND, SEVEN HUNDRED THIRTY-ONE AND NO/100 DOLLARS) have been
awarded; 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 of DuPage 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 of $4,731.00 (FOUR
THOUSAND, SEVEN HUNDRED THIRTY-ONE AND NO/100 DOLLARS) be made and
added to the Thirtieth (30th) Year Emergency Solutions Grant FY18, Company 5000, Accounting
Unit 1470, and the program continue as originally approved in all other respects; and

BE IT FURTHER RESOLVED that should federal funding cease for this grant, the
Health and Human Services Committee shall review the need for continuing the specified
program and related head count; and
Resolution

FI-R-0930-18

BE IT FURTHER RESOLVED that should federal funding cease for this grant, the Health and Human Services Committee shall review the need for continuing the specified program and related head count; and

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 FOR
THE THIRTIETH (30TH) YEAR
EMERGENCY SOLUTIONS GRANT FY18
COMPANY 5000 - ACCOUNTING UNIT 1470
$4,731.00

REVENUE

41000-0001 Federal Operating Grant - HUD $4,731

TOTAL ANTICIPATED REVENUE $4,731

EXPENDITURES

PERSONNEL

CONTRACTUAL SERVICES
53820 – Grant Services $4,731

TOTAL CONTRACTUAL SERVICES $4,731

TOTAL ADDITIONAL APPROPRIATION $4,731
Resolution
FI-R-0931-18

ACCEPTANCE AND APPROPRIATION OF ADDITIONAL FUNDING
FOR THE TWENTY-SEVENTH (27TH) YEAR
HOME INVESTMENT PARTNERSHIP GRANT FY18
COMPANY 5000 - ACCOUNTING UNIT 1450
$543,336.00

(Under the administrative direction of the
Community Services Department)

WHEREAS, the County of DuPage heretofore accepted and appropriated the Twenty-Seven (27th) Year HOME Investment Partnership Grant FY18 - Company 5000, Accounting Unit 1450 pursuant to Resolution FI-R-0103-18 for the period of April 1, 2018 through March 31, 2019; and

WHEREAS, the County of DuPage has been notified by the United States Department of Housing and Urban Development that additional grant funds in the amount of $543,336.00 (FIVE HUNDRED FORTY-THREE THOUSAND, THREE HUNDRED THIRTY-SIX AND NO/100 DOLLARS) have been awarded; 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 of DuPage 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 of $543,336.00 (FIVE HUNDRED FORTY-THREE THOUSAND, THREE HUNDRED THIRTY-SIX AND NO/100 DOLLARS) be made and added to the Twenty-Seventh (27th) Year HOME Investment Partnership Grant FY18, Company 5000, Accounting Unit 1450, and the program continue as originally approved in all other respects; and

BE IT FURTHER RESOLVED that should federal funding cease for this grant, the Health and Human Services Committee shall review the need for continuing the specified program and related head count; and
BE IF FURTHER RESOLVED that should the Health and Human Services Committee determined 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 FOR THE TWENTY-SEVENTH (27TH) YEAR HOME INVESTMENT PARTNERSHIP GRANT FY18

**COMPANY 5000 - ACCOUNTING UNIT 1450**

$543,336.00

### REVENUE

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<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>41000-0001</td>
<td>Federal Operating Grant - HUD</td>
<td>$543,336</td>
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</tbody>
</table>

**TOTAL ANTICIPATED REVENUE** $543,336

### EXPENDITURES

#### PERSONNEL

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<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>50000</td>
<td>Regular Salaries</td>
<td>$42,500</td>
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<td>51010</td>
<td>Employer Share IMRF</td>
<td>6,000</td>
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<td>51030</td>
<td>Employer Share Social Security</td>
<td>3,300</td>
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<tr>
<td>51040</td>
<td>Employee Medical &amp; Hospital Insurance</td>
<td>2,500</td>
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**TOTAL PERSONNEL** $54,300

#### CONTRACTUAL SERVICES

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<th>Code</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>53820</td>
<td>Grant Services</td>
<td>$489,036</td>
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</table>

**TOTAL CONTRACTUAL SERVICES** $489,036

**TOTAL ADDITIONAL APPROPRIATION** $543,336
Resolution
FI-R-0932-18

ACCEPTANCE AND APPROPRIATION OF THE
DUPAGE CARE CENTER FOUNDATION - RECREATION THERAPY GRANT FY19

COMPANY 5000 - ACCOUNTING UNIT 2120

$18,000
(Under the administrative direction of
the Convalescent Center)

WHEREAS, the County of DuPage has been notified by the DuPage Care Center Foundation that grant funds in the amount of $18,000 (EIGHTEEN THOUSAND AND NO/100 DOLLARS) are available to be used to continue funding for two part-time Recreation Therapy Aid positions to support the All-House Program; and

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

WHEREAS, acceptance of this grant 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) be made to establish the DuPage Care Center Foundation-Recreation Therapy Grant FY19, Company 5000 - Accounting Unit 2120 for the period December 1, 2018 through November 30, 2019; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Administrator of the Care Center is approved as the County’s Authorized Representative; and

BE IT FURTHER RESOLVED that should local funding cease for this grant, the Health and Human Services Committee shall review the need for continuing the specified program; and

BE IT FURTHER RESOLVED that should the Health and Human Services 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
DUPAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
ADDITIONAL APPROPRIATION FOR
THE DUPAGE CARE CENTER FOUNDATION-RECREATION THERAPY GRANT FY19
COMPANY 5000 – ACCOUNTING UNIT 2120
$18,000

REVENUE
46009-0000 – Private Grants $18,000
TOTAL ANTICIPATED REVENUE $18,000

EXPENDITURES
PERSONNEL
50040 Part Time Help $18,000
TOTAL PERSONNEL $18,000

TOTAL ADDITIONAL APPROPRIATION $18,000
Resolution
FI-R-0936-18

BUDGET TRANSFERS-VARIOUS COMPANIES AND ACCOUNTING UNITS FISCAL YEAR 2018

WHEREAS, it appears that certain appropriations for various County companies and accounting units are insufficient to cover necessary expenditures for the balance of the 2018 fiscal year; and

WHEREAS, it appears that there are other appropriations within these companies and accounting units from which transfers can be made at the present time to meet the need for funds; and

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached transfers be made within the indicated companies and accounting units.

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
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

From: 1000 Company #

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
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<tr>
<td>1160</td>
<td>54100</td>
<td>1110</td>
<td>IT EQUIPMENT</td>
<td>30,501.00</td>
<td>571,081.11</td>
<td>341,390.11</td>
<td>10/22/18</td>
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Total $30,501.00

To: 1000 Company #

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<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
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<tbody>
<tr>
<td>1100</td>
<td>50000</td>
<td></td>
<td>REGULAR SALARIES</td>
<td>28,132.00</td>
<td>576,067.83</td>
<td>605,288.93</td>
<td>10/23/18</td>
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<tr>
<td>1100</td>
<td>50010</td>
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<td>OVERTIME</td>
<td>2,369.00</td>
<td>(3402.36)</td>
<td>(1048.36)</td>
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</table>

Total $30,501.00

Reason for Request:
To cover County VOIP wiring project work being done by Facilities Management.

Finance Department Use Only
Fiscal Year 2018 Budget Journal # _________ Acctg Period _________
Entered By/Date __________ Released By/Date __________ Posted By/Date __________

Signature on File
Department Head
Date
Chief Financial Officer
Date

********Please sign in blue ink on the original form********
**DuPage County, Illinois**

**BUDGET ADJUSTMENT**

**Effective September 21, 2016**

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
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</thead>
<tbody>
<tr>
<td>1180</td>
<td>57001</td>
<td>0101</td>
<td>Transfer out SS Fund</td>
<td>$799,835.00</td>
<td>799,935-</td>
<td></td>
<td>10/19/18</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
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</thead>
<tbody>
<tr>
<td>1180</td>
<td>57001</td>
<td>0100</td>
<td>Transfer out IMRF Fund</td>
<td>$799,835.00</td>
<td>2,604,435-</td>
<td>3,160,270-</td>
<td>10/19/18</td>
</tr>
</tbody>
</table>

Total | $799,835.00

**Reason for Request:**

Transfer balance of Social Security subsidy to IMRF subsidy.

---

**Finance Department Use Only**

**Fiscal Year 2018**

**Budget Journal #**

**Acctg Period**

**Entered By/Date**

**Released By/Date**

**Posted By/Date**

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**Signature on File**

**Department Head**

**Date**

---

**Packet Pg. 410**
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

From: 1000
Company #

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<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Finance Dept Use Only</th>
<th>Date of Balance</th>
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<tbody>
<tr>
<td>1200</td>
<td>51040</td>
<td></td>
<td>EMPLOYEE MED &amp; HOSP INSURANCE</td>
<td>$1,200,000.00</td>
<td>Prior to Transfer: 4156993.28 After Transfer: 2956993.27</td>
<td>10/31/18</td>
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Total: $1,200,000.00

To: 1000
Company #

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<th>Accounting Unit</th>
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<th>Sub-Account</th>
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<tr>
<td>1180</td>
<td>57001</td>
<td>0102</td>
<td>TRANSFER OUT TORT</td>
<td>$1,200,000.00</td>
<td>Prior to Transfer: 1,200,000.00 After Transfer: 1,200,000.00</td>
<td>10/31/18</td>
</tr>
</tbody>
</table>

Total: $1,200,000.00

Reason for Request:
To provide funds for liability insurance.

Finance Department Use Only

Signature on File
Date: 10/31/19

Chief Financial Officer
Date: 10/31/19

Packet Pg. 411
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective June 20, 2016

From: 1000
Company/Accounting Unit Name

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<tr>
<th>Accounting Unit</th>
<th>Account</th>
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<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
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<tr>
<td>3200 53010</td>
<td>ENGINEERING/ARCHITECTURAL SVC</td>
<td>$38,500.00</td>
<td>77,466.15</td>
<td>38,966.15</td>
<td>10/30/18</td>
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Total $38,500.00

To: 1000

Accounting Unit | Account | Title                     | Amount  | Prior to Transfer | After Transfer | Date   |
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<tr>
<td>3200 52000</td>
<td>FURN/MACH/EQUIP SMALL VALUE</td>
<td>$23,000.00</td>
<td>-</td>
<td>23,000</td>
<td>10/30/18</td>
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<tr>
<td>3200 52200</td>
<td>OPERATING SUPPLIES</td>
<td>$4,500.00</td>
<td>237.17</td>
<td>4,737.17</td>
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<tr>
<td>3200 52250</td>
<td>AUTO/MACH/EQUIP PARTS</td>
<td>$11,000.00</td>
<td>4872.26</td>
<td>15,872.26</td>
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<td></td>
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</tbody>
</table>

Total $38,500.00

Reason for Request:
Transfer needed for Operating Supplies for ADS pipe. Transfer needed for Furniture/Equip Small Value for survey equipment, vacuum nozzle, and trash pumps. Transfer needed for Auto/Mach/Equip parts for Dingo mounted auger, Bobcat bucket and grapple, and hoses.

Chief Financial Officer 10/30/18

****Please sign in blue ink on the original form****
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

From: 1000
Treasurer

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>Available Balance</th>
<th>After Transfer</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>5000</td>
<td>53804</td>
<td></td>
<td>POSTAGE &amp; POSTAL CHARGES</td>
<td>$1,000.00</td>
<td>51,412.32</td>
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<td>51,912.32</td>
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Total $1,000.00

To: ________________

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<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
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<th>After Transfer</th>
<th>Date</th>
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<tbody>
<tr>
<td>5000</td>
<td>52200</td>
<td></td>
<td>OPERATING SUPPLIES &amp; MATERIALS</td>
<td>$1,000.00</td>
<td>(369.20)</td>
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<td></td>
<td>11/16/18</td>
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</tbody>
</table>

Total $1,000.00

Reason for Request:
Office supplies and expenses have been incurred that are greater than originally budgeted for. There is a large amount of budgeted money remaining in the postage account 52200.

Signature on File

Activity (optional) T

****Please sign in blue ink on the original form****
DuPage County, Illinois

BUDGET ADJUSTMENT
Effective September 21, 2016

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

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Type</th>
<th>Amount</th>
<th>Prior to Transfer</th>
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<th>Date of Balance</th>
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<tr>
<td>5910</td>
<td>52210</td>
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<td>FOOD &amp; BEVERAGES</td>
<td>$ (72.00)</td>
<td>12,857.04</td>
<td>12,785.04</td>
<td>10/19/18</td>
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Total $ (72.00)

<table>
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<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Type</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
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</thead>
<tbody>
<tr>
<td>1160</td>
<td>52100</td>
<td>1111</td>
<td>I.T. EQUIPMENT-SMALL VALUE</td>
<td>$ 72.00</td>
<td>10.80</td>
<td>92.80</td>
<td>10/19/18</td>
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<td></td>
<td>$ N/A</td>
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</tbody>
</table>

Total $ 72.00

Finance Department Use Only

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

Packet Pg. 414

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

1000-6110. DUI EVALUATION PROGRAM
Company/Accounting Unit Name

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Cnsideration</th>
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</thead>
<tbody>
<tr>
<td>6110</td>
<td>50050</td>
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<td>TEMPORARY SALARIES/ON CALL</td>
<td>$10,000.00</td>
<td>41,988</td>
<td>31,988</td>
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<td>INTERPRETER SERVICES</td>
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Reason for Request:
Need to cover expenses for interpreting services for offenders. Mandated by AOIC statute.

Signature on File

Finance Department Use Only

Fiscal Year 2018
Budget Journal # Acctg Period 
Entered By/Date Released By/Date Posted By/Date
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

From: 1100
Company #

To: 1100
Company #

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<td>REGULAR SALARIES</td>
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<td>AUTO LIABILITY INSURANCE</td>
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<td>CONTINGENCIES</td>
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Total $ 71,801.00

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<td>$ 3,000.00</td>
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Total $ 71,801.00

Reason for Request:
To cover FY18 liability insurance

Finance Department Use Only

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

Signature on File

Date

Activity (optional)

****Please sign in blue ink on the original form****
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

Tax Sale Automation Fund
Company/Accounting Unit Name

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<td>OTHER PROFESSIONAL SERVICES</td>
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<td>10,000</td>
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Total $12,600.00

To:

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<td>REGULAR SALARIES</td>
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<td>6,934.92</td>
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<td>EMPLOYER SHARE I.M.R.F.</td>
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<td>(341.32)</td>
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<td>(255.29)</td>
<td>544.71</td>
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Total $12,600.00

Reason for Request:

IT employee received a raise in FY 2018. 50% of the employee’s wages, etc. are charged to Tax Automation Fund. However, IT manager refused to absorb 50% of the employee’s wage increase. Thus, the Tax Automation Fund is paying 63% of this employee’s wages instead of the 50% originally agreed upon creating a budget shortfall for the Tax Automation fund.

Signature on File

Finance Department Use Only

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

Finance Department Use Only

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

DUPAGE CARE CENTER
Company/Accounting Unit Name

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<tr>
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<tr>
<td>2035 53607</td>
<td>SOFTWARE MAINT AGREEMENTS</td>
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<td>CUSTODIAL SERVICES</td>
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<td>2040 54010</td>
<td>BUILDING IMPROVEMENTS</td>
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<td><strong>Accounting Unit</strong></td>
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<tr>
<td>2075 53410</td>
<td>RENTAL OF MACHINERY &amp; EQUIPMNT</td>
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<tr>
<td>2045 53220</td>
<td>WATER &amp; SEWER</td>
</tr>
<tr>
<td>2045 53210</td>
<td>ELECTRICITY</td>
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<td><strong>Total</strong></td>
<td><strong>$113,900.00</strong></td>
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</tbody>
</table>

Reason for Request:
Transfer monies to cover remaining rental expenses for liquid medical oxygen, oxygen, helium and carbon dioxide and transfer monies to cover water/sewer/electricity for remainder of FY18

Signature on File
10/24/18
Department Head
Signature on File
10/24/18
Chief Financial Officer

Finance Department Use Only
Fiscal Year 2018 Budget Journal # Acctg Period
Entered By/Date Released By/Date Posted By/Date

Packet Pg. 418
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

DUPAGE CARE CENTER
Company/Accounting Unit Name

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<tbody>
<tr>
<td>2040</td>
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<td>BUILDING IMPROVEMENTS</td>
<td>$16,559.00</td>
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Total $16,559.00

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<td>2040</td>
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<td>ENGINEERING/ARCHITECTURAL SVC</td>
<td>$16,559.00</td>
<td>$500,317.44</td>
<td>$665,866.40</td>
<td>$10/24/18</td>
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Total $16,559.00

Reason for Request:
Transfer money to cover professional engineering services for electrical engineering services through 11/30/18

Signature on File

Finance Department Use Only
Fiscal Year 2018 Budget Journal # ________ Acctg Period ________
Entered By/Date __________ Released By/Date __________ Posted By/Date __________
# BUDGET ADJUSTMENT

**From:** 1300  
**Company #**

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<td>2,000</td>
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**To:** 1300  
**Company #**

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<td>19,31.60</td>
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<td>FLEXIBLE BENEFIT EARNINGS</td>
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</table>

**Total** $2,000.00

**Reason for Request:**

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

**Signature on File**:  
**Department Head**  
**Date**: 10/19/18  
**Signature on File**:  
**Chief Financial Officer**  
**Date**: 10/19/18

**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**: __________

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**Packet Pg. 420**
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective June 20, 2016

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<td>WATER &amp; SEWER</td>
<td>$18,500.00</td>
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<td>2665</td>
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<td>REFUNDS &amp; FORFEITURES</td>
<td>$26,000.00</td>
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Total $46,500.00

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<td>53410</td>
<td>RENTAL OF MACHINERY &amp; EQUIPMNT</td>
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<td>OVERTIME</td>
<td>$3,500.00</td>
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<td>52250</td>
<td>AUTO/MACH/EQUIP PARTS</td>
<td>$15,000.00</td>
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<td>INFORMATION TECHNOLOGY SVC</td>
<td>$1,000.00</td>
<td>(750.00)</td>
<td>925.00</td>
<td>6/20/18</td>
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Total $46,500.00

Reason for Request:
Transfer needed for Rental of Machinery & Equipment for gas cylinder rentals. Transfer needed for Overtime to cover staff overtime for multiple in-house projects for Public Works. Transfer needed for Auto/Machine Equipment parts for water main parts for meter installation. Transfer needed for Information Technology SVC for additional programming.

**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 __________

Department Head
Signature on File

Chief Financial Officer

Date 6/20/18

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

From: 5000
Company #

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<td>53510</td>
<td>717503</td>
<td>TRAVEL EXPENSE</td>
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<td>4520</td>
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<td>717503</td>
<td>EQUIPMENT AND MACHINERY</td>
<td>$472.00</td>
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Total $698.00

To: 5000
Company #

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<td>MILEAGE EXPENSE</td>
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<td>INSTRUCTION &amp; SCHOOLING</td>
<td>$472.00</td>
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</table>

Total $698.00

Reason for Request:
To cover incoming invoices for mileage

Signature on File
Department Head
Signature on File
Chief Financial Officer

****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_____________
**DuPage County, Illinois**  
**BUDGET ADJUSTMENT**  
Effective September 21, 2016

<table>
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<td>1235</td>
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<td>$81,700.00</td>
<td>516,239.27</td>
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**Total**  
$81,700.00

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<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
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<td>1235</td>
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<td>IT EQUIPMENT</td>
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**Total**  
$81,700.00

**Reason for Request:**  
To Cvr FY18 invoices

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**Finance Department Use Only**

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<th>Acctg Period</th>
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**Entered By/Date**  
**Released By/Date**  
**Posted By/Date**

---

**Signature on File**  
**Department Head**  
**Chief Financial Officer**  
**Date**

---

*Please sign in blue ink on the original form***
Resolution
FI-R-0937-18

ADDITIONAL APPROPRIATION FOR THE
SPECIAL SERVICE AREA #35 – LAKES OF ROYCE RENAISSANCE
CAPITAL PROJECT FUND
COMPANY 6100, ACCOUNTING UNIT 2710
$493,366

WHEREAS, appropriations for the Special Service Area #35 – Lakes of Royce Renaissance Capital Project Fund for Fiscal Year 2018 were adopted by the County Board pursuant to Ordinance OPW-001-10; and

WHEREAS, there exists a need to appropriate the amount of $493,366 (FOUR HUNDRED NINETY-THREE THOUSAND, THREE HUNDRED SIXTY-SIX, AND NO/100 DOLLARS) in the Special Service Area #35 – Lakes of Royce Renaissance Capital Project Fund in Fiscal Year 2018 for reimbursement of funds expended by Public Works as part of the initial construction of the water supply system for the residents of Lakes of Royce Renaissance (SSA #35) that were not originally budgeted for in Fiscal Year 2018; and

WHEREAS, the current budget in the Special Service Area #35 – Lakes of Royce Renaissance Capital Project Fund does not include sufficient appropriations to accommodate the above-mentioned expenditures; and

WHEREAS, there is sufficient unappropriated cash in the Special Service Area #35 - Lakes of Royce Renaissance Capital Project Fund to support an additional appropriation of $493,366 (FOUR HUNDRED NINETY-THREE THOUSAND, THREE HUNDRED SIXTY-SIX, AND NO/100 DOLLARS); and

WHEREAS, the need to provide an additional appropriation in the amount of $493,366 (FOUR HUNDRED NINETY-THREE THOUSAND, THREE HUNDRED SIXTY-SIX, AND NO/100 DOLLARS) for the Special Service Area #35 – Lakes of Royce Renaissance Capital Project Fund in Fiscal Year 2018, 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 in the amount of $493,366 (FOUR HUNDRED NINETY-THREE THOUSAND, THREE HUNDRED SIXTY-SIX, AND NO/100 DOLLARS) for the Special Service Area #35 – Lakes of Royce Renaissance Capital Project Fund be added to the Fiscal Year 2018 Appropriation Ordinance.

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

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
P A U L  H INDS, COUNTY CLERK
ADDITIONAL APPROPRIATION FOR THE
SPECIAL SERVICE AREA #35 – LAKES OF ROYCE RENAISSANCE
CAPITAL PROJECT FUND
COMPANY 6100, ACCOUNTING UNIT 2710
$493,366

FUNDING SOURCE

6100-9100-30000 – Fund Balance $ 493,366

TOTAL FUNDING SOURCE $ 493,366

EXPENDITURES

CAPITAL OUTLAY

54070 – Waste Water System Infrastructure $ 493,366

Total Capital Outlay $ 493,366

TOTAL ADDITIONAL APPROPRIATION
- COMPANY 6100, ACCOUNTING UNIT 2710 $ 493,366
Resolution
FI-R-0295-17

FI-R-0295A-17 Revision to FI-R-095-17 - 2018 Holiday Schedule

WHEREAS, County holidays should be reviewed from time to time; and

WHEREAS, County holidays should be coordinated as much as possible with the Courts holiday schedule.

NOW, THEREFORE, BE IT RESOLVED that the number of holidays County employees receive in 2018 should be twelve; and

BE IT FURTHER RESOLVED that the following days shall be designated as County holidays for 2018:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Day of the Week</th>
<th>Date of Observation</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>Monday</td>
<td>January 1, 2018</td>
</tr>
<tr>
<td>Martin Luther King Day</td>
<td>Monday</td>
<td>January 15, 2018</td>
</tr>
<tr>
<td>President’s Day</td>
<td>Monday</td>
<td>February 19, 2018</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Monday</td>
<td>May 28, 2018</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Wednesday</td>
<td>July 4, 2018</td>
</tr>
<tr>
<td>Labor Day</td>
<td>Monday</td>
<td>September 3, 2018</td>
</tr>
<tr>
<td>Columbus Day</td>
<td>Monday</td>
<td>October 8, 2018</td>
</tr>
<tr>
<td>Veteran’s Day</td>
<td>Monday</td>
<td>November 12, 2018</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>Thursday</td>
<td>November 22, 2018</td>
</tr>
<tr>
<td>Day after Thanksgiving</td>
<td>Friday</td>
<td>November 23, 2018</td>
</tr>
<tr>
<td>Christmas Eve</td>
<td>Monday</td>
<td>December 24, 2018</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>Tuesday</td>
<td>December 25, 2018</td>
</tr>
</tbody>
</table>

; and

BE IT FURTHER RESOLVED that the above designated holidays shall be part of the 2018 schedule only will be observed, unless deemed differently by the County Board; and

BE IT FURTHER RESOLVED that the County Clerk shall distribute a copy of this resolution to all departments and elected offices.

Enacted and approved this 13th day of June, 2017 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
RESOLUTION
FI-R-0948-18

PLACING NAMES ON PAYROLL

WHEREAS, the DuPage County Board heretofore adopted a position classification and Pay Plan for all County employees.

NOW, THEREFORE BE IT RESOLVED that the names as specified below be placed on the regular or temporary payroll at the salaries, classifications, and with the effective date as more particularly set forth below:

CORPORATE FUND

REPLACEMENTS

COUNTY BOARD 1000-1100

Effective December 3, 2018
Jon Nelson, Policy and Program Manager
Class 1215, Range 313 at $70,000 per year

FACILITIES MANAGEMENT 1000-1100

Effective November 14, 2018
Kenneth Hanson, Stationary Engineer
Class 3145 at $63,525 per year

SHERIFF 1000-4401

Effective October 22, 2018
Brittany Erskine, Radio Dispatcher
Class 2242, Range 409 at $43,614 per year

SHERIFF 1000-4410

Effective November 5, 2018
Melenie Becker, Deputy Sheriff
Class 2233, Range 411 at $55,051 per year

Effective November 5, 2018
Jimmy Lee III, Deputy Sheriff
Class 2233, Range 411 at $55,051 per year
NON-CORPORATE FUND

REPLACEMENTS

BUILDING & ZONING 1100-2810

Effective December 3, 2018
Rebecca Pracht, Office Assistant
Class 1004, Range 108 at $28,500 per year

CARE CENTER 1200-2025

Effective October 25, 2018
Jasslyn Pinzon, Dining Services Worker
Class 4237, Range 106 at $10.92 per hour

CARE CENTER 1200-2035

Effective October 27, 2018
Lucious Fletcher, Housekeeper I
Class 4210, Range 106 at $10.92 per hour

Effective October 29, 2018
Shirlene Tates, Housekeeper I
Class 4210, Range 106 at $10.92 per hour

Effective October 29, 2018
Angelica Vega, Housekeeper I
Class 4210, Range 106 at $22,722 per year

Effective November 5, 2018
Lori Leahy, Housekeeper I
Class 4210, Range 106 at $22,722 per year

Effective November 5, 2018
Kanubhai Patel, Housekeeper I
Class 4210, Range 106 at $22,722 per year
REPLACEMENTS

CARE CENTER 1200-2050

Effective October 24, 2018
Kristelle Joyce Taclibon, Certified Nursing Associate
Class 4111, Range 108 at $27,040 per year

Effective November 5, 2018
Macel Campbell, Licensed Practical Nurse
Class 4121, Range 110 at $45,968 per year

Effective November 5, 2018
Jovelyn Kraft, Certified Nursing Associate
Class 4111, Range 108 at $27,040 per year

Effective November 5, 2018
Consolacion Laput, Certified Nursing Associate
Class 4111, Range 108 at $27,040 per year

Effective November 5, 2018
Rhea Murphy, Certified Nursing Associate
Class 4111, Range 108 at $28,496 per year

CARE CENTER 1200-2100

Effective November 5, 2018
Carol Kinnie, Dining Services Worker
Class 4237, Range 106 at $10.92 per hour

DIVISION OF TRANSPORTATION 1500-3510

Effective November 19, 2018
Brandon Kutilek, Laborer
Class 3110 at $33,500 per year
PROMOTIONS

CARE CENTER 1200-2050
Effective November 14, 2018
  Tejal Amin, RN-Wound Care/Ostomy Coordinator
  Class 4122, Range 312 at $67,000 per year, from
  Class 4124, Range 311 at $58,428 per year

CARE CENTER 1200-2060
Effective November 14, 2018
  Kelly Miller, Administrative Specialist
  Class 1165, Range 110 at $39,000 per year, from
  Class 1004, Range 108 at $30,599 per year

COMMUNITY SERVICES 5000-1450
Effective November 14, 2018
  Barbara Temborius, Senior Community Development Specialist
  Class 1946, Range 311, at $63,500 per year, from
  Class 1945, Range 111 at $53,580 per year

DIVISION OF TRANSPORTATION 1500-3500
Effective November 14, 2018
  Roula Eikosidekas, Administrative Specialist
  Class 1165, Range 110 at $38,500 per year, from
  Class 1161, Range 109 at $36,485 per year

STORMWATER MANAGEMENT 1600-3000
Effective November 14, 2018
  Demetra Klasen, Administrative Specialist
  Class 1165, Range 110 at $36,500 per year, from
  Class 1004, Range 108 at $28,559 per year
EQUITY INCREASES

COMMUNITY SERVICES 5000-1430

Effective November 19, 2018
Gerald Gentile, Weatherization Program Assessor
Class 1921, Range 210 at $55,000 per year, from
$50,338 per year

TEMPORARY

COMMUNITY SERVICES 5000-1420

Effective November 14, 2018
Thalia Garcia, Social Services Assistant
Class 1232, Range 108 at $14.25 per hour

BE IT FURTHER RESOLVED that the County Clerk be directed to transmit copies of
this resolution to the Auditor, Treasurer, Finance Department, Human Resources Department,
and one copy to the County Board.

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
AN ORDINANCE DISSOLVING THE HIGHLAND HILLS SANITARY DISTRICT
UNDER PUBLIC ACT 98-0126

WHEREAS, the County Board, under the DuPage ACT Initiative (accountability, consolidation, transparency) and pursuant to the authority granted by Public Act 98-0126 (codified as 55 ILCS 5/5-44005, et seq., West), has adopted Ordinance OFI-0066-18 (“Proposing Ordinance”) proposing the dissolution of the Highland Hills Sanitary District (“District”); and

WHEREAS, following the adoption of the Proposing Ordinance, the Chairman of the DuPage County Board caused an audit of the District’s financial position to be undertaken, including a review of the District’s assets, receipts, claims and debt as well as an inventory of its real and personal property; and

WHEREAS, the audit findings were reported to the Chairman and DuPage County Board on October 23, 2018; and

WHEREAS, the audit reported the following:

1. **Assets (Property)**- No issues noted. The District owns fixed assets that it manages or controls including 30,000+ feet of sanitary sewer, a building and property as of October 31, 2018; and

2. **Receipts**- No issued noted. The District maintains a cash balance of $252,062.58 as of September 25, 2018; and

3. **Claims and debt**- No issues noted. The District has six (6) accounts payable as of September 25, 2018, and nominal liability (<$15,000) for all potential claims as of September 25, 2018.

WHEREAS, the County Board made prior factual findings regarding the state of the District and the District’s ability to provide services to its residents in the Proposing Ordinance, which findings are re-adopted and incorporated herein as an additional factual basis for this Ordinance; and

WHEREAS, the County Board further found that the District, the Flagg Creek Water Reclamation District (“Flagg Creek”) and the County of DuPage have previously entered into an intergovernmental agreement (“IGA”), and amended thereafter, which IGA provides for the disposition and allocation of the District’s assets, the transfer of its governmental functions to the County and Flagg Creek, and other matters necessary for the orderly dissolution of the District; and

WHEREAS, the County has permanently acquired the District’s water distribution system, incorporated that infrastructure into the County’s York Township Water System, and commenced providing a potable water supply to all of the District’s residents, pursuant to the IGA; and

WHEREAS, Flagg Creek has historically provided wastewater treatment for the District’s Sanitary Sewer System and will continue to do so while also assuming ownership, operational and maintenance responsibility over the District’s Sanitary Sewer System; and
WHEREAS, pursuant to the IGA, Flagg Creek and the County have already assumed significant operational and maintenance responsibility over the District’s Sanitary Sewer System; and

WHEREAS, the District largely exists as a taxing body without any remaining significant governmental functions; and

WHEREAS, the dissolution of the District will provide cost savings for its residents as the annual tax levy of approximately $53,500 will be abolished, and over $25,000 in professional services costs and trustee compensation (as provided by statute) will no longer be necessary to maintain the District; and

WHEREAS, the dissolution of the District will not decrease or impair the quality, pressure or supply of potable water delivered to the District’s residents nor diminish or harm the effectiveness of its sanitary sewer services; and

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

1. The County Board does hereby dissolve the Highland Hills Sanitary District, pursuant to the authority conferred by Public Act 98-0126, and that said dissolution shall occur no sooner than one hundred fifty (150) days from the effective date of this Ordinance; and

2. The County Clerk shall publish public notice of this Ordinance in a newspaper of general circulation for the area served by the Highland Hills Sanitary District that informs the public that the question of dissolution of the Highland Hills Sanitary District may be subject to a referendum if a sufficient number of registered voters residing within the District’s territory file a petition with the DuPage County Board of Elections containing the requisite number of signatures of the District’s voters. More specifically, the above-described notice shall inform the public that:

   (i) 7.5% or sixty-nine (69) of the District’s nine hundred sixteen (916) registered voters are required to sign a petition requesting that the question of dissolution be submitted to referendum;

   (ii) Such petition must be filed on or before December 19, 2018 with the DuPage County Election Commission, 421 N. County Farm Road, Wheaton, Illinois;

   (iii) In the event that a petition meeting the requirements of this Ordinance, and state law, is timely filed, the date of the prospective referendum shall be April 2, 2019; and
Ordinance
FI-O-0074-18

(iv) The statement of the cost savings and the purpose or basis for the
dissolution which are fully set forth in Ordinance OFI-0066-18 and within the
recitals of this Ordinance FI-O-0074-18.

3. If no legally compliant petition requesting that the question of dissolution be
submitted to referendum has been filed by December 17, 2018, the remaining
mandates of Paragraph 4 of this Ordinance shall be self-operating as of that date.

4. As soon as the Chairman of the DuPage County Board is lawfully authorized to do so,
and without further action by the County Board, the Chairman shall cause to be filed
with the Eighteenth Judicial Circuit Court of DuPage County a petition for an order
designating a trustee-in-dissolution for the Highland Hills Sanitary District,
immediately terminating the terms of the members of the Highland Hills Sanitary
District’s governing board, and providing for the compensation of the trustee-in-
dissolution, which shall be paid from the corporate funds of the Highland Hills
Sanitary District.

5. Following its adoption, the DuPage County Clerk shall transmit certified copies of
this Ordinance to the Board of Directors of the Highland Hills Sanitary District; the
DuPage County Superintendent of Public Works; Robert B. Berlin, DuPage County
State’s Attorney; Gwen Henry, DuPage County Treasurer; and the DuPage County
Election Commission.

6. The effective date of this Ordinance shall be November 14, 2018.

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
WHEREAS, a public hearing was held on October 11, 2018 and on November 1, 2018 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 6:00 P.M. before the DuPage County Zoning Board of Appeals and notice of said hearing was duly given; and

WHEREAS, a petition was presented at this hearing requesting the following zoning relief:

Text Amendments to the DuPage County Zoning Ordinance:

1. Add to all Residential Sections language relative to accessory uses and structures relating to solar and wind energy: Sections 37-701.1; 37-702.1; 37-703.1; 37-704.1; 37-705.1; 37-706.1; 37-707.1 per the attached exhibit 1

WHEREAS, the Zoning Board of Appeals, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on November 1, 2018 does find as follows:

FINDINGS OF FACT:

1. That the ZBA finds that the election to add to all Residential Sections language relative to accessory uses and structures relating to solar and wind energy is necessary and desirable to make clear that sustainable and renewable energy development is important to the County and its citizens in furtherance of its goals to protect and enhance the health, welfare and safety of its residents.

2. That the ZBA finds that recently the County Development Committee elected to enter into the Sol Smart initiative which is a national, (free) program that recognizes local governments for taking specific actions to improve local policies and practices to better facilitate property owners to install and operate safe, sustainable solar and wind energy systems.

3. That the ZBA finds that the Sol Smart program is a well-designed program providing
strategic steps local governments can take to reduce “soft costs” of solar and wind installation and that it is necessary and desirable for the County to amend its codes to take advantage of programs and policies that will provide incentive, (both financial and regulatory) for property owners to enhance their quality of life, lessen the burden on our existing energy systems and reduce the costs to provide energy to individual residential properties.

4. That the ZBA finds that one of the benefits of clearly establishing regulations in the County Zoning Ordinance relative to accessory structures including wind and solar structures and uses, is to ensure that citizens will clearly understand that these uses are permitted in residential zoning districts and reduce or minimize any perceived or real barriers to the development of these types of structures on residential properties.

5. That the ZBA finds that in addition to the benefits to property owner, the amendments herein will enable the County to better identify the terms “solar uses”, “solar panels” etc., in the County Zoning Code which will enable the County to receive additional points in the Sol Smart Initiative which further enhances the County’s ability to support and encourage the use of sustainable and renewable energy in the development process.

WHEREAS, the Zoning Board of Appeals, having considered in relation to the above and at the recommendation meeting held on November 1, 2018 recommends the following zoning relief:

Text Amendment to the DuPage County Zoning Ordinance:

1. Add to all Residential Sections language relative to accessory uses and structures relating to solar and wind energy: Sections 37-701.1; 37-702.1; 37-703.1; 37-704.1; 37-705.1; 37-706.1; 37-707.1 per the attached exhibit 1.

WHEREAS, the County Board Development Committee on November 6, 2018 concurred with the findings and recommendation of the ZBA and recommends to approve the following zoning relief:

1. Add to all Residential Sections language relative to accessory uses and structures relating to solar and wind energy: Sections 37-701.1; 37-702.1; 37-703.1; 37-704.1; 37-705.1; 37-706.1; 37-707.1 per the attached exhibit 1.
NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois that the following zoning relief be granted:

1. Add to all Residential Sections language relative to accessory uses and structures relating to solar and wind energy: Sections 37-701.1; 37-702.1; 37-703.1; 37-704.1; 37-705.1; 37-706.1; 37-707.1 per the attached exhibit 1.

BE IT FURTHER ORDAINED by the County Board of DuPage County, Illinois that should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid; and

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State's Attorney's Office; DuPage County Health Department; DuPage County Division of Transportation;

Enacted and approved this 13th day of November 2018, A.D.
Other Action Item

17-18-1022

_______________________

DANIEL J. CRONIN, CHAIRMAN

DU PAGE COUNTY BOARD

ATTEST:  _______________________

PAUL HINDS, COUNTY CLERK
Add to all Residential Sections language relative to accessory uses and structures relating to solar energy: Sections 37-701.1; 37-702.1; 37-703.1; 37-704.1; 37-705.1; 37-706.1; 37-707.1;

***

Attached accessory buildings, structures and uses shall be permitted as follows:

An attached accessory building, **structure or use** is a building, **structure or use** which is connected to a principal building or use by a party wall or by a linkage building.

An attached accessory building, **structure or use** shall be compatible with and subordinate in floor area and size to the principal building.

An attached accessory building, **structure or use** shall be established at the same time or after the completion of a principal building.

An attached accessory building shall include but not be limited to the following:

- **Attached accessory dwelling unit;**

***

- **Structures and appurtenances and equipment thereto relating to solar and wind energy including but not limited to roof mounted solar panels and wind turbines.**

***

Detached accessory buildings, structures and uses shall be permitted as follows:

A detached accessory building, **structure and use** is a building, **structure and use** which is not connected to a principal building or use by a party wall or by a linkage building.

A detached accessory building, **structure and use** shall be compatible with and subordinate in the floor area and size to the principal building.

A detached accessory building, **structure and use** shall be established at the same time or after the completion of a principal building.

**Structures and appurtenances and equipment thereto relating to solar and wind energy including but not limited to roof mounted solar panels and wind turbines.**

END

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

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD
Other Action Item

17-18-1022

Attest: _________________________________

PAUL HINDS, COUNTY CLERK
MEMORANDUM

TO: DuPage County Board
FROM: DuPage County Development Committee
DATE: November 6, 2018
RE: T-1-18 (a) Text Amendments to the County Zoning Ordinance relative to Accessory Uses and Structures

DuPage County Board: November 13, 2018:

DuPage County Development Committee: November 6, 2018: The DuPage County Development Committee recommends to approve the following Text Amendments to the DuPage County Zoning Ordinance relative to the following:

1. Add to all Residential Sections language relative to accessory uses and structures relating to solar and wind energy: Sections 37-701.1; 37-702.1; 37-703.1; 37-704.1; 37-705.1; 37-706.1; 37-707.1

DuPage County Development Committee Vote (to approve) 5 Ayes, 0 Nays 1 Absent

Zoning Board of Appeals: November 1, 2018: The ZBA recommends to approve the following Text Amendments to the DuPage County Zoning Ordinance relative to the following:

1. Add to all Residential Sections language relative to accessory uses and structures relating to solar and wind energy: Sections 37-701.1; 37-702.1; 37-703.1; 37-704.1; 37-705.1; 37-706.1; 37-707.1

ZBA Vote (to approve) 6 Ayes, 0 Nays 1 Absent

FINDINGS OF FACT:

1. That the ZBA finds that the election to add to all Residential Sections language relative to accessory uses and structures relating to solar and wind energy is necessary and desirable to make clear that sustainable and renewable energy development is important to the County and its citizens in furtherance of its goals to protect and enhance the health, welfare and safety of its residents.
2. That the ZBA finds that recently the County Development Committee elected to enter into the Sol Smart initiative which is a national, (free) program that recognizes local governments for taking specific actions to improve local policies and practices to better facilitate property owners to install and operate safe, sustainable solar and wind energy systems.

3. That the ZBA finds that the Sol Smart program is a well-designed program providing strategic steps local governments can take to reduce “soft costs” of solar and wind installation and that it is necessary and desirable for the County to amend its codes to take advantage of programs and policies that will provide incentive, (both financial and regulatory) for property owners to enhance their quality of life, lessen the burden on our existing energy systems and reduce the costs to provide energy to individual residential properties.

4. That the ZBA finds that one of the benefits of clearly establishing regulations in the County Zoning Ordinance relative to accessory structures including wind and solar structures and uses, is to ensure that citizens will clearly understand that these uses are permitted in residential zoning districts and reduce or minimize any perceived or real barriers to the development of these types of structures on residential properties.

5. That the ZBA finds that in addition to the benefits to property owner, the amendments herein will enable the County to better identify the terms “solar uses”, “solar panels” etc., in the County Zoning Code which will enable the County to receive additional points in the Sol Smart Initiative which further enhances the County’s ability to support and encourage the use of sustainable and renewable energy in the development process.
EXHIBIT #1

Add to all Residential Sections language relative to accessory uses and structures relating to solar energy: Sections 37-701.1; 37-702.1; 37-703.1; 37-704.1; 37-705.1; 37-706.1; 37-707.1;

***

Attached accessory buildings, structures and uses shall be permitted as follows:

An attached accessory building, **structure or use** is a building, **structure or use** which is connected to a principal building or use by a party wall or by a linkage building.

An attached accessory building, **structure or use** shall be compatible with and subordinate in floor area and size to the principal building.

An attached accessory building, **structure or use** shall be established at the same time or after the completion of a principal building.

An attached accessory building shall include but not be limited to the following:

- **Attached accessory dwelling unit**;

  ***

  *Structures and appurtenances and equipment thereto relating to solar and wind energy including but not limited to roof mounted solar panels and wind turbines.*

  ***

Detached accessory buildings, structures and uses shall be permitted as follows:

A detached accessory building, **structure and use** is a building, **structure and use** which is not connected to a principal building or use by a party wall or by a linkage building.

A detached accessory building, **structure and use** shall be compatible with and subordinate in the floor area and size to the principal building.
A detached accessory building, **structure and use** shall be established at the same time or after the completion of a principal building.

Structures and appurtenances and equipment thereto relating to solar and wind energy including but not limited to roof mounted solar panels and wind turbines.

END
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND S.C.A.R.C.E. FOR PROFESSIONAL ENVIRONMENTAL EDUCATIONAL SERVICES

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to enter into agreements and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers (55 ILCS 5/5-1005); and

WHEREAS, the COUNTY, under Resolution EN-R-0667-16, entered into an agreement with SCARCE, ("CONSULTANT"), for that organization to provide community outreach and teacher environmental education training services as part of the education program; and

WHEREAS, the above-referenced AGREEMENT with the CONSULTANT is due to expire on November 30, 2018; and

WHEREAS, the CONSULTANT has experience and expertise in providing environmental educational services, is a 501(c)3 non-profit and is willing to provide the described services for an amount not to exceed $136,500.00; and

WHEREAS, the aforementioned amount is subject to annual appropriation by the DuPage County Board; and

WHEREAS, the COUNTY selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 4-108(b) of the DuPage County Purchasing Procedures and Guidelines, and the CONSULTANT remains qualified to perform such services; and

WHEREAS, the Environmental Committee has reviewed and recommended approval of the attached AGREEMENT at the specified amount.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and CONSULTANT is hereby accepted and approved in an amount not to exceed $136,500.00 for the term December 1, 2018 to November 30, 2019 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 SCARCE, Attn: Kay McKeen, 0N374 Papworth Street, Wheaton, Illinois 60187

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

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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<tr>
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<td>$136,500</td>
<td>12/1/18 - 11/30/19</td>
<td>ENVIRONMENTAL COMMITTEE</td>
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SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Other Professional Services - Detailed Vetting Process Required

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<tr>
<th>Name</th>
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<td>Joy Hinz</td>
<td>Completed</td>
<td>10/25/2018 3:43 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>10/25/2018 4:09 PM</td>
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<tr>
<td>James McGuire</td>
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<td>10/26/2018 4:07 PM</td>
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<tr>
<td>Paul Rafac</td>
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<td>10/30/2018 9:28 AM</td>
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<tr>
<td>Kathy Ostrowski</td>
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<td>11/01/2018 8:12 AM</td>
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<td>11/06/2018 8:45 AM</td>
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<tr>
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<td>11/13/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
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<td>11/13/2018 10:00 AM</td>
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### Purchase Requisition

#### Procurement Services Division

**Send Purchase Order To:**
- **Vendor:** SCARCE  
  - **Vendor #:** 10922
- **Attn:** Kay McKeen  
  - **Email:** scrapkay@aol.com
- **Address:** 0N374 Papworth St  
  - **City:** Wheaton  
  - **State:** IL  
  - **Zip:** 60187
- **Phone:** 630-545-9710

**Send Invoices To:**
- **Dept:** DuPage County  
  - **Division:** Building & Zoning
- **Attn:** Joy Hinz  
  - **Email:** joy.hinz@dupageco.org
- **Address:** 421 N County Farm Rd  
  - **City:** Wheaton  
  - **State:** IL  
  - **Zip:** 60187
- **Phone:** 630-407-6700

**Send Payments To:**
- **Vendor:** SCARCE  
  - **Vendor #:** 10922
- **Attn:** Kay McKeen  
  - **Email:** scrapkay@aol.com
- **Address:** 0N374 Papworth St  
  - **City:** Wheaton  
  - **State:** IL  
  - **Zip:** 60187
- **Phone:** 630-545-9710

**Payment Terms:**
- **F.O.B.:** PO 50 ILCS 505/1
- **Destination:**
  - **Contract Administrator:** Joy Hinz
  - **Contract Start Date:** December 1, 2018
  - **Contract End Date:** November 30, 2019

**Item Detail**

<table>
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<tr>
<th>LN</th>
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<th>UOM</th>
<th>Description</th>
<th>FY</th>
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<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
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<tr>
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<td>EA</td>
<td>Professional Environmental Education Services for the period of December 1, 2018 through November 30, 2019</td>
<td>19</td>
<td>1000</td>
<td>1180</td>
<td>53830</td>
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**Requisition Total:** $136,500.00

**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):

Environmental Committee 11/6/2018
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND S.C.A.R.C.E. FOR PROFESSIONAL ENVIRONMENTAL EDUCATIONAL SERVICES

AGREEMENT, made this November 27, 2018 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois 60187 (hereinafter referred to as the “COUNTY”) and SCARCE, a not-for-profit organization licensed to do business in the State of Illinois, with offices at 0N374 Papworth Street, Wheaton, Illinois 60187 (hereinafter referred to as the “CONSULTANT”).

RECITALS

WHEREAS, the Illinois General Assembly has granted the County of DuPage (“COUNTY”) authority to enter into agreements and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers (55 ILCS 5/5-1005); and

WHEREAS, the COUNTY, under Resolution EN-P-0428-17, entered into an agreement with SCARCE, (“CONSULTANT”), for that organization to provide community outreach and teacher environmental education training services as part of the education program; and

WHEREAS, the above-referenced AGREEMENT with the CONSULTANT is due to expire on November 30, 2018; and

WHEREAS, the CONSULTANT has experience and expertise in providing environmental educational services, is a 501(c)3 non-profit and is willing to provide the described services for an amount not to exceed One Hundred Thirty Six Thousand Five Hundred Dollars ($136,500.00); and

WHEREAS, the aforementioned amount is subject to annual appropriation by the DuPage County Board; and

WHEREAS, the COUNTY selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 4-108(b) of the DuPage County Purchasing Procedures and Guidelines, and the CONSULTANT remains qualified to perform such services; and

WHEREAS, the Environmental Committee has reviewed and recommended approval of the attached AGREEMENT at the specified amount.

NOW THEREFORE, in consideration of the premises, mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:
2.6 Duplication of existing COUNTY programs and other COUNTY vendor's programs shall be avoided. CONSULTANT shall not invoice COUNTY for such.

2.7 When CONSULTANT awards an Earth or Ecology flag as part of this AGREEMENT, the CONSULTANT shall provide a written report of activities resulting from services delivered as part of this AGREEMENT. Such report shall be submitted to COUNTY no less than 30 days prior to the Earth Flag ceremony and shall include the address, accomplishments, County Board District and any other pertinent information.

3.0 NOTICE TO PROCEED.

3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Director of Public Works and Operations, (hereinafter referred to as the "Director"), in the form of a written notice to proceed following execution of the AGREEMENT by the appropriate County official.

3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT.

3.3 The CONSULTANT shall not perform additional work related to a submittal made to the COUNTY until the COUNTY has completed its review of the submittal unless otherwise directed by the Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS AND VENDORS.

4.1 The CONSULTANT shall supervise all vendors hired by the CONSULTANT, and the CONSULTANT shall be solely responsible for any and all work performed by said vendors in the same manner and with the same liability as if the vendors' work was performed by the CONSULTANT.

4.2 The CONSULTANT shall require any vendor hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that said vendor also meets the terms of Sections 8.0 and 13.0 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in COUNTY-ordered tasks or work. The CONSULTANT shall further require every vendor hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant to indemnify, and hold harmless the COUNTY (and the COUNTY'S officials, officers, employees, and agents) to the
services and/or materials provided under this AGREEMENT, this AGREEMENT may be terminated by the COUNTY at the end of the period for which funds are available. The COUNTY will endeavor to notify the CONSULTANT in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the COUNTY in the event this provision is exercised, and the COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

8.0 AUDITS

8.1 The Parties shall keep on file for five (5) years documentation of all costs which CONSULTANT received compensation, reimbursement or a contribution from the COUNTY, which documentation should include copies of all invoices, bills, CONSULTANT shall allow the COUNTY’s Auditor, and any outside auditor hired by either Party, reasonable access to such materials for auditing purposes.

9.0 CONSULTANT’S INSURANCE

9.1 The CONSULTANT shall maintain throughout the term of this AGREEMENT, at its sole expense, insurance coverage including:

9.1.a Worker's Compensation Insurance in the statutory amounts.

9.1.b Employer's Liability Insurance in an amount not less than one million ($1,000,000) dollars each accident/injury and one million ($1,000,000) dollars each employee/disease.

9.1.c Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with a limit of not less than three million ($3,000,000) dollars 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.

9.1.d Commercial (Comprehensive) Automobile Liability Insurance with minimum limits of at least one million ($1,000,000) dollars for any one person and one million ($1,000,000) dollars for any one occurrence of bodily injury or property damage in the aggregate annually.

9.2 It shall be the duty of the CONSULTANT to provide to the COUNTY, copies of the CONSULTANT’S Certificates of Insurance and additional insured policy upon execution of this AGREEMENT.

9.3 The insurance required to be purchased and maintained by CONSULTANT shall be provided by an insurance company acceptable to the COUNTY; 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...
11.0 Satisfactory Performance

11.1 The COUNTY is engaging this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional firms practicing in DuPage County.

11.2 The CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.

11.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY.

11.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting therefrom.

12.0 Conflict of Interest

12.1 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.

13.0 Ownership of Documents

13.1 The CONSULTANT agrees that all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in Exhibit B. An electronic copy of all applicable deliverables, in a format designated by the COUNTY’S representative, shall be provided to the COUNTY.

13.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.
15.2 The CONSULTANT acknowledges receipt of a copy of the COUNTY’S Purchasing Procedures and Guidelines Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes in accordance with said Ordinance.

16.0 TERM OF THIS AGREEMENT

16.1 The term of this AGREEMENT shall begin on December 1, 2018 and shall continue in full force and effect until November 30, 2019 unless the termination of this AGREEMENT is completed in accordance with the terms of Section 17.0.

16.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 16.1, above. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT’S expiration or termination.

17.0 TERMINATION

17.1 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, except in the event of CONSULTANT’S insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.

17.2 Upon such termination, except for CONSULTANT’S obligation under Section 8.0, 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, or to pay for services rendered prior to termination. There shall be no termination expenses.

17.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced under this AGREEMENT and all prior agreements with the COUNTY shall become and remain the property of the COUNTY. Further, CONSULTANT shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

18.0 ENTIRE AGREEMENT

18.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.

18.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.

18.3 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.
23.0 WAIVER OF/FAILURE TO ENFORCE BREACH

23.1 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.

24.0 FORCE MAJEURE

24.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand this AGREEMENT and intend to be bound by its term.

COUNTY OF DU PAGE

S.C.A.R.C.E.

DANIEL J. CRONIN
CHAIRMAN
DU PAGE COUNTY BOARD

KAY MCKEEN
EXECUTIVE DIRECTOR

ATTEST:

PAUL HINDS
COUNTY CLERK

ATTEST:

NAME:

TITLE:
Community Outreach Programs
The CONSULTANT will plan and provide presentations on environmental issues as related to solid waste to community groups through public speaking requests, public event booths, one-day recycling or workshops for organizations within DuPage County. Opportunities for email communication sign-up for Cool DuPage will be included at all COUNTY funded presentations, booths and workshops.

Task 4: Community Outreach Programs:
Provide twenty (20) or more programs. Community outreach programs will be provided to organizations within DuPage County. These programs may cover environmental topics such as recycling, sustainability, air quality, energy conservation, household hazardous waste, pollution prevention or renewable energy. Presentation requests provided to CONSULTANT from COUNTY should receive priority scheduling.

Task 5: Environmental Newsletters:
Complete twenty (20) or more newsletters. These, Green Bulletin & Ripples, newsletters will communicate a wide variety of environmental subjects and information as CONSULTANT views as relevant to their specific audiences. COUNTY shall review newsletters prior to distribution.

Task 6: Environmental Recognition Awards:
Provide assistance to organizations to achieve environmental recognition awards. Recognition may be through an Earth Flag, Re-Certification Earth Flag or an Ecology Flag. Criteria for achieving an award should be verified and documented with applicable statistics where possible and provided when appropriate to the COUNTY. Awards can be earned by completing tasks in the following areas: recycling, audits for waste or energy, composting, and education regarding waste and energy reduction.

Task 7: Public Assistance:
CONSULTANT will provide phone and email assistance to the public. CONSULTANT may, at the request of an organization, assist with planning events or programs related to the objects of this contract. COUNTY shall be made aware of any program planning provided to an organization under the terms of this contract.

Task 8: Additional COUNTY Program Assistance:
CONSULTANT shall provide outreach and information on various COUNTY programs as requested by the COUNTY. Promotional material shall not be replicated by CONSULTANT unless written permission has been given by the COUNTY. CONSULTANT shall work on other environmentally related tasks as requested by the COUNTY or through written request by CONSULTANT at the express authorization of the COUNTY.
**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: Building &amp; Zoning</th>
<th>Department Contact: Joy Hinz</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:joy.hinz@dupageco.org">joy.hinz@dupageco.org</a></td>
<td>Contact Phone: 630-407-6753</td>
</tr>
<tr>
<td>Vendor Name: SCARCE</td>
<td>Vendor #: 10922</td>
</tr>
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</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 new contract in the amount of $136,500 for professional Environmental Education Services for the period of 12/1/18 - 11/30/19.

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

The DuPage County Solid Waste Plan, adopted by the County Board, states that the County should continue to plan for environmental education activities including waste reduction, reuse and recycling including providing education to the public. The proposed agreement is for 12 months expiring 11/30/19. The County has contracted with SCARCE for these services since 1990.

**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.

SCARCE provides environmental education to the community, students and teachers. The organization works to improve and increase recycling while reducing the generation of waste. The organization assists the County conducting outreach on special programs like Cool DuPage which is a Qualify of Life initiative.

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

The environmental education program has consistently been determined to fit into a professional service agreement with SCARCE having the capacity to provide education services in multiple categories of sustainability. Staff has consulted with the State’s Attorneys office and Procurement staff in making this determination.

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

Staff recommends approval of the agreement in an amount not to exceed $136,500. The County has a long standing history providing environmental education and outreach through the SCARCE organization.

Option (a) Cease the program at the expiration of the existing agreement.

Option (b) Scale back the program and subsequent contract amount.

Option (c) Hire additional County employees to conduct teacher training and outreach by increasing headcount & budget.

Option (d) Seek other vendors in specific categories of existing scope of work.

**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 services will cost $136,500 which are appropriated from the general fund. Staff does not anticipate any additional funding requirements. Funding is appropriated in 1000-1180-53830.
### Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

---

**Vendor:** SCARCE  
**Vendor #:** 10922  
**Contract Term:** 12/1/18-11/30/19  
**Contract Total:** $136,500.00  
**Dept:** Building & Zoning - Environmental  
**Contact:** Joy Hinz  
**Phone:** 630-407-6753  
**Assigned Committee:** Environmental

---

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

Environmental Education Services to communities, non-profit groups, schools and others to promote waste reduction recycling and other sustainability topics.

---

**Reason for Procurement:**

To continue the services provided by SCARCE as a benefit to residents, teachers, schools and community organizations in DuPage County.

---

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): FY19 1000-1180-53830

**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(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>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
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**Reviewed By (Initials Only)**

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<th>Procurement Officer</th>
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<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
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<tbody>
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</tr>
</tbody>
</table>

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**Packet Pg. 457**
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: 10/22/18
Bid/Contract/PO #: 

<table>
<thead>
<tr>
<th>Company Name: SCARCE</th>
<th>Company Contact: Kay McKeen</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 630-545-9710</td>
<td>Contact Email: <a href="mailto:scrapkay@aol.com">scrapkay@aol.com</a></td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature: ____________

Printed Name: Kay McKeen

Title: Executive Director

Date: 10/22/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)
Resolution

ETS-R-0935-18

RESOLUTION TO APPROVE THE
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF DU PAGE, ILLINOIS ON BEHALF OF
THE EMERGENCY TELEPHONE SYSTEM BOARD
AND THE VILLAGE OF ADDISON
FOR THE REIMBURSEMENT OF CONSOLIDATION COSTS
(TOTAL AMOUNT: $506,859.00)

WHEREAS, the County of DuPage, Illinois (“County”) and the Village of Addison (“Village”) on behalf of the Emergency Telephone System Board (“DuPage ETSB”) are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act” and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

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

WHEREAS, the County and Village are part of a collaboration to enhance their ability to effectively respond to emergency calls to 9-1-1 through interoperable public safety communications capabilities available throughout the service area of the DuPage ETSB; and

WHEREAS, the Constitution and laws of the State of Illinois permit units of local government to enter into intergovernmental agreements in such a manner as is not restricted by law or ordinance; and

WHEREAS, the ETSB is further charged with the responsibility of providing wireless 9-1-1 emergency services and has designated one of its answering points to serve as a primary wireless 9-1-1 public safety answering point for its jurisdiction; and

WHEREAS, the County and Village are entering into an agreement based on the following criteria:

1. The Village is a public safety agency that is a member of the DuPage ETSB.

2. The Village has submitted, in writing, its intent to migrate to a consolidated center for purposes of E9-1-1 dispatch services and seeks financial assistance for this purpose.

3. Providing financial assistance is in the best interests of and will result in an overall cost savings to the DuPage ETSB.

4. The DuPage ETSB has submitted this change in the 9-1-1 System to the Illinois State Police Office of the 9-1-1 Administrator for approval.

5. The Illinois State Police Office of the 9-1-1 Administrator approved this modification to the 911 System.

6. The parties have reviewed the expenses and agreed upon the applicable costs associated with the closure of the Village’s PSAP and the migration of the Village’s E9-1-1 dispatch services to a consolidated center. These costs are made a part of the Intergovernmental Agreement as Attachment A.
7. The agreed upon costs are allowed by statute, administrative code and/or ICC regulations; and pursuant to the DuPage ETSB’s Policy 911-001, Consolidation of 9-1-1 Services, Transfer and Decommissioning of Public Safety Answering Points, and Policy 911-002, Reimbursement of Consolidation Cost Policies.

8. The County is executing this Agreement on behalf of the DuPage ETSB and shall not be liable for any acts or omissions of the DuPage ETSB arising from this Agreement.

WHEREAS, the DuPage ETSB will bear the financial responsibility for the re-engineering and relocation of the 9-1-1 System services and equipment as designed in the ICC approved modifications to the DuPage ETSB 9-1-1 System Plan as detailed in the Intergovernmental Agreement; and

WHEREAS, the DuPage ETSB will provide said financial assistance as reimbursement for the migration to a consolidated center to the Village as detailed in Attachment A of the Intergovernmental Agreement; and

WHEREAS, an Intergovernmental Agreement has been prepared and is attached that outlines the rights and responsibilities of the County on behalf of DuPage ETSB and the Village; and

WHEREAS, an Intergovernmental Agreement must be executed to define the rights and responsibilities of the County on behalf of DuPage ETSB and the Village in order to facilitate the reimbursement of allowable costs for consolidation in the amount of $506,589.00; and

WHEREAS, the Village acknowledges that the participation of the County, a unit of local government, is required solely for the execution of this Agreement on behalf of the DuPage ETSB and for no other purpose. Upon execution, the County shall have no other duties, rights, or responsibilities with respect to the Agreement. The Village shall indemnify and hold the County harmless and all of its present, former and future officers, including board members, commissioners, employees, attorneys, agents and assigns from and against any and all losses, liabilities, damages, claims, demands, fines, penalties, causes of action, costs and expenses whatsoever, including, but not limited to, attorneys’ fees and court costs, present or future, known or unknown, sounding in law or equity that arise out of or from or otherwise relate, directly or indirectly, to this Agreement. The DuPage ETSB shall reimburse the County for any and all expenses it may incur as a result of this Agreement.

WHEREAS, each party represents to the other that:

1. it has obtained all necessary approvals, consents and authorizations to enter into the Agreement; and

2. the person executing the Agreement on behalf of their party has the authority to do so; and

3. upon execution of this Agreement by the parties, it is a valid and binding, enforceable in accordance with its terms; and

4. the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of either Party.
WHEREAS, AS IT HAS BEEN RESOLVED by the DuPage ETSB that the INTERGOVERNMENTAL AGREEMENT between the County on behalf of DuPage ETSB and the Village of Addison is hereby accepted and approved; and

BE IT FURTHER RESOLVED that the Chairman of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the DuPage County for the DuPage ETSB.

NOW, THEREFORE, IT IS APPROVED by the DuPage County Board that the INTERGOVERNMENTAL AGREEMENT between the County on behalf of DuPage ETSB and the Village of Addison is hereby accepted and approved.

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
Appendix C – PSAP Consolidation Funding

Intergovernmental Agreement By and Between the County of DuPage on behalf of its Emergency Telephone System Board and the Village of Addison

The County of DuPage, hereinafter referred to as “the County”, a body corporate and politic, on behalf of its Emergency Telephone System Board, hereinafter referred to as “DuPage ETSB,” and the Village of Addison for its Police Department and Addison Consolidated Dispatch Center (ACDC), hereinafter referred to as “the Agency,” are entering into this agreement based on the following criteria:

1. The Agency has a Public Safety Answering Point (PSAP) that is a member of the DuPage ETSB.
2. The Agency has submitted, in writing, its intent to become a consolidated center for purposes of E9-1-1 dispatch services and seeking financial assistance for this purpose.
3. Financial assistance for Criteria 2 are in the best interest of and will result in an overall cost savings to DuPage ETSB.
4. DuPage ETSB has submitted the change in 9-1-1 System to the Illinois State Police 9-1-1 System Administrator for approval and has received approval for the plan modification.
5. The parties have reviewed the cost sheet and agreed upon the applicable costs associated with the closure of the PSAP and the migration of the Agency to a consolidated center. The expenses are a made a part of this Agreement as Attachment A.
6. The agreed upon costs are allowed by statute, administrative code and/or ICC regulations.
7. The agreement has been reviewed and approved by the DuPage County State’s Attorney’s office.
8. The County is executing this Agreement on behalf of the DuPage County ETSB and shall not be liable for any acts or omissions of the ETSB arising from this Agreement.

The DuPage ETSB will bear the financial responsibility for the re-engineering and relocation of the 9-1-1 System services and equipment as designed in the ICC approved modifications to the DuPage ETSB 9-1-1 System Plan as detailed in this agreement.

The DuPage ETSB will provide financial assistance for the migration of a hosting agency or a requesting agency to a consolidated center as detailed in Attachment A.

The Agency further understands and agrees that it shall not be eligible for any additional financial support from DuPage ETSB if it breaks the governance agreement under by which the DuPage ETSB provided monetary assistance. The Agency understands and agrees that any desired change in the method by which it receives E9-1-1 services must have prior approval from the DuPage ETSB Board and subsequently the ICC as defined by statute. If the change in the E9-1-1 Plan is in the best interest of and will result in an overall cost savings to DuPage ETSB, then DuPage ETSB Board may consider providing financial assistance.

Funding received for any costs that are not a part of the E9-1-1 system this agreement constitutes a one-time reimbursement. DuPage ETSB has no continuing obligation for the maintenance, support, or replacement of any such item on Attachment A.

DuPage ETSB and the Agency hereby release and agree that each shall indemnify and hold harmless the other party and all of its present, former and future officers, including board members, commissioners, employees, attorneys, agents and assigns from and against any and all losses, liabilities, damages, claims, demands, fines, penalties, causes of action, costs and expenses whatsoever, including, but not limited to, attorneys’ fees and court costs, present or future, known or unknown, sounding in law or equity that arise out of or from or otherwise relate, directly or indirectly, from its duties under this Agreement or to the use of the items for which DuPage ETSB has provided reimbursement to the extent authorized by law, including, but not limited to any injury or damage caused by the failure of the supplied equipment to function properly or to operate as designed.

The Agency acknowledges that the participation of the County, a unit of local government, is required solely for the execution of this Agreement on behalf of the DuPage ETSB and for no other purpose. Upon
Appendix C – PSAP Consolidation Funding

execution, the County shall have no other duties, rights, or responsibilities with respect to the Agreement. The Agency shall indemnify and hold the County harmless and all of its present, former and future officers, including board members, commissioners, employees, attorneys, agents and assigns from and against any and all losses, liabilities, damages, claims, demands, fines, penalties, causes of action, costs and expenses whatsoever, including, but not limited to, attorneys' fees and court costs, present or future, known or unknown, sounding in law or equity that arise out of or from or otherwise relate, directly or indirectly, to this Agreement. The DuPage ETSB shall reimburse the County for any and all expenses it may incur as a result of this Agreement.

This Agreement shall cover the costs of reimbursement for the consolidation of Addison Police Department, Wood Dale Police Department, Itasca Police Department, Glendale Heights Police Department, Westmont Police and Fire, Tri-State Fire Protection District, Tri-State Fire Protection District PSAP, Pleasantview Fire Protection District, Pleasantview Fire Protection District PSAP. Notwithstanding anything to the contrary, nothing in this Agreement precludes the Village of Addison from making additional requests for funding or collecting additional funds in the future for ETSB approved PSAP consolidations or the migration of other agencies to ACDC.

Each party represents to the other that:

1. it has obtained all necessary approvals, consents and authorizations to enter into this Agreement;
2. the person executing this Agreement on behalf of their party has the authority to do so;
3. upon execution of this Agreement by the parties, it is a valid and binding, enforceable in accordance with its terms; and
4. the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the party.

The parties hereby enter into this Agreement as of the Effective Date.

DuPage ETSB

By: ____________________________
Name: Gary Grasso
Title: Chairman
Date: ____________________________

Village of Addison

By: ____________________________
Name: Thomas Hundeley
Title: Deputy Mayor
Date: 10/1/18

COUNTY OF DUPAGE

By: ____________________________
Name: Daniel J. Cronin
Title: Chairman
Date: ____________________________
<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Invoice</th>
<th>Check Number</th>
<th>Vendor</th>
<th>Description</th>
<th>ETSB FY 18</th>
<th>ETSB FY 19</th>
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<td>187943</td>
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<td>3</td>
<td>4/12/2016</td>
<td>2154211</td>
<td>189025 &amp; 192456</td>
<td>Critical Technology Solutions</td>
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<td>$94,495.00</td>
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<tr>
<td>4</td>
<td>5/20/2016</td>
<td>76895669</td>
<td>190100</td>
<td>Chicago Communications/Motorola</td>
<td>Microwave repair for Glendale Heights PD</td>
<td>$4,844.92</td>
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<tr>
<td>5</td>
<td>12/2/2016</td>
<td>71532</td>
<td>191881</td>
<td>A Beep</td>
<td>Microwave for CAD to Tri-State Fire</td>
<td>$12,710.00</td>
<td>$12,710.00</td>
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<tr>
<td>6</td>
<td>3/13/2018</td>
<td>77931</td>
<td>197288</td>
<td>A Beep</td>
<td>Microwave for CAD to Westmont PD &amp; Fire</td>
<td>$11,000.00</td>
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<td>7</td>
<td>3/21/2018</td>
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<td>197004</td>
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<td>8</td>
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<td>197004</td>
<td>Critical Technology Solutions</td>
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<td>$46,841.30</td>
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</tr>
<tr>
<td>9</td>
<td>4/25/2018</td>
<td>78417</td>
<td>194007 &amp; 197288</td>
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<td></td>
</tr>
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<td>10</td>
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<td>Microwave for CAD from Hodgkins Water Tower to Oak Brook Hills - Pleasantview Fire</td>
<td>$41,247.00</td>
<td></td>
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<tr>
<td>11</td>
<td>9/17/2018</td>
<td>3157089</td>
<td></td>
<td>NOT YET PAID</td>
<td>Microwave for CAD to Bensenville Fire</td>
<td>$61,224.19</td>
<td>$102,471.19</td>
</tr>
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**TOTAL:** $506,859.00 $102,471.19
AWARDING RESOLUTION ISSUED TO

CELLCO PARTNERSHIP DBA VERIZON WIRELESS
FOR CELLULAR AND WIRELESS SERVICES
FOR THE AGING CASE COORDINATION UNIT FUND PY19
($45,072.00)

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 State of Illinois has awarded a Cooperative Purchasing Agreement CMS793372P for the period of October 3, 2016 to October 2, 2019; and

WHEREAS, the Health and Human Services committee has recommended that the County Board approval for the issuance of a contract purchase order for Cellular and Wireless Services for the Aging Case Coordination Unit Fund PY19, in the amount of $45,072.00

NOW, THEREFORE BE IT RESOLVED, that said contract for Cellular and Wireless Services, for the period of October 1, 2018 through November 30, 2019 for the Aging Case Coordination Unit Fund PY19, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Cellco Partnership dba Verizon Wireless, One Verizon Way, Schaumburg, Illinois 60173, for a contract total in the amount of $45,072.00, per the State of Illinois Cooperative Purchasing Agreement CMS793372P. (Grant Funded)

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 AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
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<td>October 19, 2018</td>
<td>$45,072.00</td>
<td>10/01/18 - 11/30/19</td>
<td>HEALTH &amp; HUMAN SERVICES</td>
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## SOLICITATION METHOD FOR SOURCE SELECTION

No Decision Memo Required  Intergovernmental Agreement

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<th>Name</th>
<th>Status</th>
<th>Date and Time</th>
</tr>
</thead>
<tbody>
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<td>Karen Graczyk</td>
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<tr>
<td>Mary Keating</td>
<td>Completed</td>
<td>10/19/2018 4:37 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>10/22/2018 3:50 PM</td>
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<tr>
<td>Donald Carlsen</td>
<td>Completed</td>
<td>10/29/2018 7:32 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>10/30/2018 4:13 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
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</tr>
<tr>
<td>Tom Cuculich</td>
<td>Completed</td>
<td>10/31/2018 10:25 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
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<tr>
<td>Health &amp; Human Services</td>
<td>Completed</td>
<td>11/06/2018 10:15 AM</td>
</tr>
<tr>
<td>Technology Committee</td>
<td>Pending</td>
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</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>11/13/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>11/13/2018 10:00 AM</td>
</tr>
</tbody>
</table>
## Purchase Requisition

**Procurement Services Division**

**Date:** Oct 18, 2018

### 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:** Community Services
- **Division:** Seniors
- **Attn:** Mary Lee Tomsa
- **Email:** MaryLee.Tomsa@dupageco.org
- **Address:** 421 N. County Farm Road
- **City:** Wheaton, **State:** IL, **Zip:** 60187
- **Phone:** 630-407-6483

### 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

- **PER 50 ILC 505/1**

### Ship To:

- **Dept:** Contract Administrator
- **Division:** Seniors
- **Attn:** Mary Lee Tomsa
- **Email:** MaryLee.Tomsa@dupageco.org
- **Address:** 421 N. County Farm Road
- **City:** Wheaton, **State:** IL, **Zip:** 60187
- **Phone:** 630-407-6483

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

Please email a copy of the service agreement to Michelle Tunk in Finance.

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

Please email a copy of the service agreement to Michelle Tunk in Finance.

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


### LN  | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Contract for Cellular &amp; Wireless services for Senior Services for the period of 10/01/18 to 11/30/19. Per state of Illinois Contract #CMS793372P.</td>
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<td>18</td>
<td>5000</td>
<td>1720</td>
<td>53260</td>
<td>19-7035</td>
<td>45,072.00</td>
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</table>

**Requisition Total:** $45,072

---

**Packet Pg. 467**
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

---

**Vendor:** Verizon Wireless  
**Vendor #:** 10597

**Dept:** Comm Services - Senior Services  
**Contact:** Mary Lee Tomsa  
**Phone:** 630-407-6483

**Contract Term:** 10/1/2018 - 11/30/2019  
**Contract Total:** $45,072

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

Provide cellular and wireless services for the grant period 10/01/18 to 11/30/19.

**Reason for Procurement:**

Provide cell phone and wireless services to the Senior Services staff while they are in the field so that they can access all of the resources available while at off-site locations providing assistance to clients.

---

**FUNDING SOURCE**

- [ ] Procurement budgeted for (FY and budget code(s)): FY18, 5000 1720 53260 19-7035 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)**

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>MT</td>
<td>Oct 18, 2018</td>
<td>JMK</td>
<td>Oct 18, 2018</td>
<td>DJ</td>
<td>10-25-18</td>
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**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
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<tr>
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<td>10-26-18</td>
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<table>
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<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
<th>Chairman's Office (Decision Memos Over $25,000)</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
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</table>
**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: Community Services - Senior Services</th>
<th>Department Contact: Mary Lee Tomsa</th>
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<tbody>
<tr>
<td>Contact Email: <a href="mailto:Marylee.Tomsa@dupageco.org">Marylee.Tomsa@dupageco.org</a></td>
<td>Contact Phone: 630-407-6483</td>
</tr>
<tr>
<td>Vendor Name: Celco Partnership dba Verizon Wireless</td>
<td>Vendor #: 10597</td>
</tr>
</tbody>
</table>

**Date:** Oct 18, 2018

**MinuteTraq (IQM2) ID #:** 13720

**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.

Approval of a contract to Verizon Wireless to provide cellular and wireless services, as needed for the Senior Services division of Community Services, for the period of October 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.

Cellular and wireless services for the Senior Services staff are used while they are in the field so that they can access all of the resources available while at off-site locations in order to provide assistance to the senior citizens of DuPage County.

---

**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 and wireless services enable the Senior Services staff to provide valuable assistance to the senior citizens of DuPage County.

---

**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) Switch to another carrier. This would increase FY19 costs since all devices would have to be replaced.
2) Do not approve contract with Verizon Wireless and decrease the quality of services provided to DuPage County's Senior citizens.

Senior Services feels it is in the best interest of the senior citizens of DuPage County to approve the contract with Verizon Wireless to ensure the senior citizens of DuPage County are provided with all the valuable resources that are available for them.

---

**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.

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<th>Year</th>
<th>Cost</th>
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<tr>
<td>FY18</td>
<td>$45,600</td>
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<tr>
<td>FY17</td>
<td>$46,692</td>
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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: 10/18/2018

Company Name: Verizon Wireless
Company Contact: Alice Engle
Contact Phone: 217-836-9229
Contact Email: Alice.Engle@verizonwireless.com

Bid/Contract/PO #: 

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.gov/CountyBoard/Policies/

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

Authorized Signature

Printed Name: Todd Loccisano
Title: Executive Director - Contract Mgmt
Date: 

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
INTERGOVERNMENTAL AGREEMENT
BETWEEN DUPAGE COUNTY AND PACE SUBURBAN BUS SERVICES
FOR PARA-TRANSIT SERVICES TO ELIGIBLE SENIORS
(CONTRACT TOTAL AMOUNT: $42,971)

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

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of a contract purchase order to Pace Suburban Bus to provide County sponsored transportation services through RIDE DUPAGE, for DuPage County senior citizens approved through the Community Services Department, Senior Services Division, for the period August 1, 2018 through September 30, 2019.

NOW, THEREFORE BE IT RESOLVED, that the Contract covering said to provide transportation services for the approved DuPage County senior citizens for the period August 1, 2018 through September 30, 2019 through RIDE DUPAGE for Community Services, Senior Services Division, be, and it is hereby approved for issuance of a Contract by the Procurement Division to Pace Suburban Bus, 550 West Algonquin Road, Arlington Heights, IL 60005 for a contract total amount of $42,971.00 per Intergovernmental Agreement.

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 TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
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<tr>
<td>October 19, 2018</td>
<td>8/01/2018 - 09/30/2019</td>
<td>$42,971</td>
<td>HEALTH &amp; HUMAN SERVICES</td>
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### SOLICITATION METHOD FOR SOURCE SELECTION

**No Decision Memo Required**  Intergovernmental Agreement

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
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<tbody>
<tr>
<td>Mary Keating</td>
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</tr>
<tr>
<td>Karen Graczyk</td>
<td>Completed</td>
<td>10/22/2018 12:05 PM</td>
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<td>James McGuire</td>
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<td>Paul Rafac</td>
<td>Completed</td>
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<tr>
<td>Kathy Ostrowski</td>
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<tr>
<td>Health &amp; Human Services</td>
<td>Completed</td>
<td>11/06/2018 10:15 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>11/13/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>11/13/2018 10:00 AM</td>
</tr>
</tbody>
</table>
## Purchase Requisition

**Procurement Services Division**

**Date:** Oct 18, 2018

### Send Purchase Order To:
- **Vendor:** PACE Suburban Bus Service
  - **Vendor #:** 11831
  - **Attn:** Thomas Ross
  - **Email:** Thomas.Ross@pacebus.com
  - **Address:** 550 W. Algonquin Road
  - **City:** Arlington Heights
  - **State:** IL
  - **Zip:** 60005
  - **Phone:** 847-228-2302

### Send Invoices To:
- **Dept:** Community Services
  - **Division:** Senior Services
  - **Attn:** Mary Keating
  - **Email:** Mary.Keating@dupageco.org
  - **Address:** 421 N. County Farm Road
  - **City:** Wheaton
  - **State:** IL
  - **Zip:** 60187
  - **Phone:** 630-407-6457

### Send Payments To:
- **Vendor:** PACE Suburban Bus Service
  - **Vendor #:** 11831
  - **Attn:** Accounts Receivable
  - **Email:**
  - **Address:** 550 W. Algonquin Road
  - **City:** Arlington Heights
  - **State:** IL
  - **Zip:** 60005-1850
  - **Phone:**
  - **Fax:**

### Send Payments To:
- **Dept:** Community Services
  - **Division:** Senior Services
  - **Attn:** Accounts Receivable
  - **Email:**
  - **Address:** 550 W. Algonquin Road
  - **City:** Arlington Heights
  - **State:** IL
  - **Zip:** 60005-1850
  - **Phone:**
  - **Fax:**

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

### Ship To:
- **Dept:** Community Services
  - **Division:** Senior Services
  - **Attn:** Mary Keating
  - **Email:** Mary.Keating@dupageco.org
  - **Address:** 421 N. County Farm Road
  - **City:** Wheaton
  - **State:** IL
  - **Zip:** 60187

### Header Comments
(These comments will appear on the PO20 and PO25 Purchase Order):
- Please return a copy of the service agreement to Michelle Tunk in Finance.

### Special Instructions/Comments to Buyer or Approver
(These comments will NOT appear on the Purchase Order):
- Please return a copy of the service agreement to Michelle Tunk in Finance.

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

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extensor |
<table>
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<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td></td>
<td>Contract for para-transit services for eligible Seniors and Seniors with disabilities in DuPage County.</td>
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<td>5000</td>
<td>1660</td>
<td>53827</td>
<td>18-703F 53827</td>
<td>42,971.00</td>
<td>42,971</td>
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**Requisition Total** $42,971

**Packet Pg. 473**
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

---

**Date:** Oct 18, 2018  
**MinuteTraq (IQM2) ID #:** 13722

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<th>Contract Total: $42,971.00</th>
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<tr>
<td>Dept: Comm Services - Senior Services</td>
<td>Contact: Mary Keating</td>
<td>Phone: 630-407-6457</td>
<td>Assigned Committee: HHS</td>
</tr>
</tbody>
</table>

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

Intergovernmental agreement to provide para-transit service through Ride DuPage, including Curb-to-Curb, Dial-A-Ride Bus, and Taxi Service. Total Amount of Contract $42,971.00. Agreement allows Community Services to provide transportation services to low-income seniors traveling to medical facilities and to the County complex and provides transportation services to seniors with developmental disabilities traveling to work.

**Reason for Procurement:** Annual intergovernmental agreement for delivery of services.

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): FY18, 5000 1660 53827 19-703F 53827
- Budget Transfer (Date) Add'l Information

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

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

---

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Prepared By</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>MT</td>
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<td>MAK</td>
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**REVIEWED BY (Initials Only)**

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<table>
<thead>
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<th>Date</th>
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**Packet Pg. 474**
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND PACE, THE SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY, FOR PARATRANSIT LOCAL SHARE SERVICES – SENIOR GRANT PROGRAM

This AGREEMENT is entered into this 1st day of August, 2017, between the County of DuPage, a body corporate and politic (hereinafter referred to as “COUNTY”), with offices located at 421 North County Farm Road, Wheaton, Illinois, 60187 and the Suburban Bus Division of the Regional Transportation Authority, a municipal corporation created by Sections 1.04 and 3A.01 of the Regional Transportation Authority Act (70 ILCS 3615/1.04, 3A.01), with offices located at 550 West Algonquin Road, Arlington Heights, Illinois 60005 (hereinafter referred to as “PACE”).

RECITALS

WHEREAS, PACE was established under the Regional Transportation Authority Act (70 ILCS 3615/1.01 et. seq.) for the purpose of aiding and assisting public transportation in the six county Northeastern Illinois area; and

WHEREAS, the COUNTY and PACE are public agencies and governmental units within the meaning of the Illinois Intergovernmental Cooperation Act, as specified at 5 ILCS 220/1, et seq., and are authorized by Article 7, Section 10 of the Constitution of the State of Illinois to cooperate, contract, and otherwise associate for public purposes; and

WHEREAS, the COUNTY has requested that PACE provide paratransit service on behalf of its clients and/or constituents and/or Ride DuPage Program Sponsors.

NOW THEREFORE, the Parties hereby agree to the following:

1. SERVICE DESCRIPTION - PACE shall contract with a provider for the provision of transportation service described in the attached Exhibit A. Exhibit A is hereby incorporated and made a part of this Agreement.

2. REPORTING - PACE shall provide a monthly report to the COUNTY with the following information:

   A. Number of one-way trips.

   B. Total Vehicle service hours (attributable to provision of Dial-A-Ride service as outlined in Exhibit A of this Agreement).
C. A billing for Local Share, determined as outlined in Section 4 of this Agreement.

3. **LOCAL SHARE FUNDING** - The COUNTY agrees to reimburse PACE monthly for the Local Share incurred in operating the service described in Exhibit A of this Agreement. The Total Expense of the project will be the actual service cost to PACE. The Total Expense of the project will be calculated adding the Hourly Based Service Cost plus the Per Trip Based Service Cost. The Hourly Based Service Cost and the Per Trip Based Service Cost will be calculated in the following manner:

A. **For Hourly Based Service** - Hourly Based Service expense will be calculated by multiplying the number of vehicle service hours attributed to service delivered per this Agreement by the hourly rate charged to PACE by the Contractor.

B. **For Per Trip Based Service** - The per-trip expense for service will be calculated on a trip by trip basis. The operating expense shall be the aggregate of rates and or fees charged to PACE by the Contractor to deliver service per this Agreement.

3.1 The Local Share is the Total Expense less fare revenue.

3.2 The COUNTY shall pay PACE within thirty (30) days of receiving the monthly bill.

3.3 The Local Share for this agreement shall not exceed $42,971.00. It shall be the responsibility of the COUNTY to direct PACE to modify Exhibit A should service changes be necessary in order not to exceed the maximum Local Share.

4. **AMENDMENT** - This Agreement constitutes the entire Agreement between the parties hereto. Any proposed changes in this Agreement shall be submitted to PACE for its prior approval. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized representatives of the parties hereto.

5. **TERM** - This agreement will be in effect beginning August 1, 2018 and ending September 30, 2019, unless terminated pursuant to Paragraph 6 or at such time as PACE's contract with the COUNTY ceases.

6. **TERMINATION** - This contract can be terminated immediately upon written notice by PACE, if: (1) sufficient funds have not been appropriated to cover the estimated requirements by PACE or by any other agency funding the service; (2) PACE develops alternative public transportation services which, as determined by PACE, will better meet the transportation needs of the public; or (3) the COUNTY fails to make payments as required by Section 4 of this Agreement.
6.1 This contract can be terminated upon sixty (60) calendar days written notice by the COUNTY.

7. **FAILURE TO PERFORM** - PACE will not be responsible for any failure to provide service due to circumstances beyond the reasonable control of PACE. PACE shall make every reasonable effort to have service restored as soon as practical under the circumstances. No fees will be charged for service not performed. Pace shall contact COUNTY, pursuant to paragraph X, within twenty-four (24) hours of any failure to provide service under this Agreement with notice of the failure and a reasonable estimate of when service will resume.

8. **INDEMNIFICATION** – PACE agrees to indemnify, hold harmless and defend the County of DuPage and its affiliates, directors, officers, agents and employees in connection with the matters to which such indemnification relates against any losses, claims, suits, demands, damages, liabilities or costs to which the COUNTY may become subject arising out of its services pursuant to this Agreement, and that a court of competent jurisdiction determines to be the direct result of negligent acts or willful acts or gross negligence of the PACE. These provisions shall survive termination of this Agreement.

9. **GENERAL PROVISIONS**

   A. **Independent Contractor**: The status of PACE is that of an independent contractor and not of an agent or employee of COUNTY and, as such, PACE shall not have the right or power to enter into any contract, agreements, or any other commitments on behalf of COUNTY.

   B. **Assignment**: Neither party shall assign, directly or indirectly, any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party.

   C. **Description Headings**: The section headings and numbers in this Agreement have been inserted for convenience only, and if there shall be any conflict between such headings or numbers and the text of this Agreement, the text shall control.

   D. **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 telecopied 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 PACE, addressed as follows:

PACE
Thomas J. Ross, Executive Director
550 West Algonquin Road
Arlington Heights, IL  60005

If to COUNTY, addressed as follows:

County of DuPage
Department of Community Services
Mary Keating, Director
421 N. County Farm Rd.
Wheaton, IL  60187

E. **Governing Law:** This Agreement has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect. Venue for any dispute pertaining to this Agreement shall be in the 18th Judicial Circuit Court of DuPage County, Illinois.

F. **Attorney’s Fees:** In the event that either party shall maintain or commence any action or proceeding against the other party to enforce this Agreement or any provision thereof, the prevailing party therein shall be entitled to recover its reasonable attorney’s fees and court costs, if any, incurred in connection with such action or proceeding.

G. **No Waiver:** The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver has occurred. The PACE and COUNTY shall not be deemed to have waived any rights, protections or immunities under the *Local Government and Governmental Employees Tort Immunity Act* (745 ILCS 10/1-101, et seq.).

H. **Severability:** In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be void or unenforceable, the remainder hereof shall survive and unenforceable provision(s) shall be reformed to form an enforceable provision(s) consistent with intent of the parties as evidenced herein.

I. **Applicable Standards:** PACE agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or other pertinent governing, accrediting, or advisory body.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made effective and executed as of the date first set forth above by their duly authorized officials.

COUNTY OF DUPAGE
(“COUNTY”)

SIGNED: ____________________________

NAME: Mary A. Keating

TITLE: Director of Community Services

DATE: ____________________________

SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY
(“PACE”)

SIGNED: ____________________________

NAME: Thomas J. Ross, Executive Director

TITLE: Executive Director

DATE: ____________________________
EXHIBIT A

TRANSPORTATION SERVICES
DuPage County Community Services

TYPE OF SERVICE  Curb-to-Curb, Dial-A-Ride Bus and Taxi Service

SERVICE OPERATED BY  Pace will contract with transportation provider(s) (the "Contractor") to provide the service which is the subject of this Agreement.

TRIP RESERVATION METHOD  Maximum of 7-day advance reservation and minimum of 2-hour advance reservation. Subscription service is allowable.

SERVICE AREA  DuPage County and the surrounding area.

SERVICE HOURS  24 hour, 7-day a week service.

ONE-WAY FARE

For County Paratransit - $3.00 per one-way trip
For Senior Grant service - $0.00 per one-way trip
For Adult Daycare - $0.00 per one-way trip
For Health Department Service - $0.00 per one-way trip
For Transportation to Work - $3.00 for first 5 miles and $1.00 per mile, each mile thereafter.

RIDER ELIGIBILITY

For County Paratransit – Individuals at 125% or below of poverty level (200% if senior or disabled). All clients must be registered with DuPage County Human Services. Trips restricted to medical services and County complex only.

For Senior Grant service – All clients must be registered through DuPage County Senior Services. Each individual trip must be approved by Senior Services.

For Adult Daycare - All clients must be registered through DuPage County Senior Services.

For Health Department Service - All clients must be registered through the DuPage County Health Department Crisis Unit.

For Transportation to Work - All clients must be registered through the DuPage County Health Department, Parents’ Alliance, Ray Graham Association, Spectrum Services, or Little Friends. Trips are restricted to work trips only.
AWARDING RESOLUTION
ISSUED TO FAMILY SHELTER SERVICE, INC.
TO PROVIDE ADVOCACY SERVICES TO
VICTIMS OF DOMESTIC VIOLENCE
(CONTRACT TOTAL AMOUNT $85,000.00)

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

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of a contract purchase order to Family Shelter Service for professional services to provide advocacy services to victims of domestic violence for the period December 1, 2018 through November 30, 2019, for Community Services.

NOW, THEREFORE BE IT RESOLVED, that contract covering said, for professional services to provide advocacy services to victims of domestic violence for the period December 1, 2018 through November 30, 2019, for Community Services, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Family Shelter Service, 605 East Roosevelt Road, Wheaton, IL 60187, for a contract total amount not to exceed $85,000.00.

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
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
<th></th>
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<tbody>
<tr>
<td>DATE SUBMITTED</td>
<td>October 19, 2018</td>
</tr>
<tr>
<td>CONTRACT TOTAL AMOUNT</td>
<td>$85,000</td>
</tr>
<tr>
<td>CONTRACT TERM</td>
<td>12/01/2018 - 11/30/2019</td>
</tr>
<tr>
<td>REQUESTING DEPT.</td>
<td>HEALTH &amp; HUMAN SERVICES</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>SOLICITATION METHOD FOR SOURCE SELECTION</th>
</tr>
</thead>
</table>

**Decision Memo Required**  Other Professional Services - Detailed Vetting Process Required

- Karen Graczyk  Completed  10/19/2018 4:29 PM
- Mary Keating  Completed  10/19/2018 4:37 PM
- Kathy Ostrowski  Completed  10/22/2018 2:02 PM
- James McGuire  Completed  10/25/2018 11:11 AM
- Paul Rafac  Completed  10/30/2018 8:58 AM
- Tom Cuculich  Completed  10/30/2018 9:29 AM
- Kathy Ostrowski  Completed  11/02/2018 3:08 PM
- Health & Human Services  Completed  11/06/2018 10:15 AM
- Finance Committee  Pending  11/13/2018 8:00 AM
- County Board  Pending  11/13/2018 10:00 AM
## Purchase Requisition

**Procurement Services Division**

**Date:** Oct 16, 2018

**MinuteTraq (IQM2) ID #:** 13727

**Department Req #:**

**RFP, Bid or Quote #:**

### Send Purchase Order To:

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<th>Vendor #:</th>
<th>10111</th>
<th>Dept: Community Services</th>
<th>Division:</th>
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<tbody>
<tr>
<td>Attn: Judie Caribeaux Email: <a href="mailto:jcaribeaux@familyshelterservice.net">jcaribeaux@familyshelterservice.net</a></td>
<td>Attn: Mary Keating Email: <a href="mailto:mary.keating@dupageco.org">mary.keating@dupageco.org</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone: 630-221-8290 Fax: 630-221-8098</td>
<td>Phone: 630-407-6500 Fax:</td>
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### Send Invoices To:

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<th>Attn: Mary Keating Email: <a href="mailto:mary.keating@dupageco.org">mary.keating@dupageco.org</a></th>
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<tbody>
<tr>
<td>Phone: 630-221-8290 Fax: 630-221-8098</td>
<td>Phone: 630-407-6500 Fax:</td>
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### Send Payments To:

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### Ship To:

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<tr>
<td>Attn: Mary Keating Email: <a href="mailto:mary.keating@dupageco.org">mary.keating@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Road Room:</td>
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<tr>
<td>Phone: 630-407-6500 Fax:</td>
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### Payment Terms

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### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
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<td>1</td>
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<td>EA</td>
<td>Court Advocacy to domestic violence victims and their children</td>
<td>19</td>
<td>1000</td>
<td>1750</td>
<td>53090</td>
<td></td>
<td>85,000.00</td>
<td>85,000</td>
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### Requisition Total $85,000.00

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

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

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
Decision Memo
Procurement Services Division
This form is required for all Professional Service (3090) Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Date: Oct 18, 2018

MinuteTraq (IQM2) ID #: 13727

Department Requisition #: __________

Requesting Department: Community Services

Department Contact: Mary Keating

Contact Email: mary.keating@dupageco.org

Contact Phone: 630-407-6500

Vendor Name: Family Shelter Service

Vendor #: 10111

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

The Partner Abuse Program run through DuPage County requires an association with a victim service agency per the DHS state protocol. Family Shelter Services provides advocacy to victims and their children of domestic violence that includes follow up on police reported incidents of domestic violence, assistance in obtaining orders of protection, provide training to DuPage County staff and their interns, in addition to collaborating with the DuPage County Family Center.

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

Since the Partner Abuse Program’s inception in 1989, DuPage County has partnered with Family Shelter Services to provide assistance to victims of domestic violence.

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.

Quality of Life

Family Shelter Services has a strong presence within DuPage County and long history of ensuring the safety of domestic violence victims and their children by providing temporary shelter, counseling, court advocacy and training. Family Shelter Services will provide assistance to victims in petitioning for orders of protection through the DuPage County Courts.

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

Family Shelter Services is the only full service domestic violence agency in DuPage County and has an office and presence in the DuPage County Judicial Office Facility as well.

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

It is recommended that the agreement with Family Shelter Services be continued. They have had a long term association with DuPage County for over twenty years assisting with domestic violence victim safety. In addition they are the only victim service agency in DuPage County that offers a full spectrum of domestic violence victim services.

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.

1. Renew up to $85,000 annual contract with Family Shelter Services
2. Non renewal of contract will reduce the ability on the part of Family Shelter Services to assist domestic violence victims with orders of protection, temporary emergency housing, follow up on police phone calls, and provide training to staff of Community Services.
**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: Family Shelter Service</th>
<th>Vendor #: 10111</th>
<th>Contract Term: 12/1/2018 through 11/30/2019</th>
<th>Contract Total: $85,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Community Services</td>
<td>Contact: Mary Keating</td>
<td>Phone: 630-407-6500</td>
<td>Assigned Committee: HHS</td>
</tr>
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</table>

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

Provide service to domestic violence victims and their children, in the area of victim court advocacy, follow up on police reported incidences of domestic violence, and provide training to DuPage County staff.

**Reason for Procurement:**

To provide domestic violence victim advocacy services

---

**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): FY19 / 1000-1750-53090
- [ ] 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' (c) IT/Telecom purchases under $35,000.00
- [ ] Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

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

<table>
<thead>
<tr>
<th>KSG</th>
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<tr>
<td>Prepared By</td>
<td>Oct 18, 2018</td>
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<tr>
<td>Recommended for Approval</td>
<td>10/22/18</td>
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<td>IT Approval, if required</td>
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**REVIEWED BY (Initials Only)**

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<tr>
<td>Date</td>
<td>Procurement Officer</td>
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<td>10-30-18</td>
<td>Date</td>
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<tr>
<th>Chief Financial Officer</th>
<th>Chairman's Office</th>
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<tbody>
<tr>
<td>Date</td>
<td>(Decision Memos Over $25,000)</td>
</tr>
<tr>
<td>10-31-18</td>
<td>Date</td>
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**FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER**

Packet Pg. 485
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.

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: Judie Caribeaux

Title: Executive Director

Date: Oct 15, 2018

Packet Pg. 486
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND FAMILY SHELTER SERVICE, INC. FOR PROFESSIONAL CONSULTING SERVICES

AGREEMENT, made this ______ day of ______, between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the “COUNTY”) and Family Shelter Service, Inc., a not-for-profit corporation licensed to do business in the State of Illinois, with offices at 605 East Roosevelt Road, Wheaton, Illinois (hereinafter referred to as the “CONSULTANT”).

RECITALS

WHEREAS, the Illinois General Assembly has granted the County of DuPage authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005); and

WHEREAS, the COUNTY requires professional services to provide advocacy services for victims of family violence; and

WHEREAS, the CONSULTANT has experience and expertise in this area, is in the business of providing such professional services and is willing to perform the required services for an amount not to exceed Eighty-Five Thousand and 00/100 dollars ($85,000.00); and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.

1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 SCOPE OF SERVICES.

2.1 Services are to be provided by the CONSULTANT according to the specifications in the scope of work, specified as Exhibit “A,” attached hereto, which is hereby incorporated by reference.

2.2 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be
construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its subcontractors provide services hereunder.

2.3 The COUNTY may, from time to time, request changes in the Scope of Services. Any such changes, including any increase or decrease in the CONSULTANT'S fees shall be documented by an amendment to this AGREEMENT in accordance with Article 14.0 below.

3.0 NOTICE TO PROCEED

3.1 Authorization to proceed with tasks described in Exhibit “A” shall be given on behalf of the COUNTY by the Director of Human Services of the COUNTY, (hereinafter referred to as the “Director”), in the form of a written notice to proceed following execution of the AGREEMENT by the County Board Chairman.

3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 4.1, 5.2, 6.4, 7.1, 8.2 and 8.3.

4.0 TECHNICAL SUBCONSULTANTS

4.1 The prior written approval of the COUNTY shall be required before CONSULTANT hires any technical subconsultants to complete COUNTY ordered tasks, which consent shall not be unreasonably withheld.

4.2 Any subconsultant(s) hired by the CONSULTANT shall be supervised by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said subconsultant, or subconsultants, in the same manner and with the same liability as if performed by the CONSULTANT.

5.0 TIME FOR PERFORMANCE

5.1 The COUNTY is not liable and will not pay the CONSULTANT for any work performed before December 1, 2018.

5.2 Unless otherwise defined in the Scope of Services or attached hereto as Exhibit “B,” the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of commencement under subparagraph 5.1. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed in accordance with the
schedule as accepted, but in no event later than December 1, 2019, unless the term of this AGREEMENT is extended in accord with Paragraph 14.1 below.

6.0 COMPENSATION

6.1 The COUNTY shall pay the CONSULTANT for services rendered during the term of this AGREEMENT and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT. Unless this AGREEMENT is terminated pursuant to Article 16.0, all Services shall be completed and deliverables submitted on or before December 1, 2018. In the event of early termination of this AGREEMENT, the COUNTY shall only be obligated for any fees incurred up to the date of termination. In no event shall the COUNTY be liable for any costs incurred or Services performed after the termination date.

6.2 For work performed, the COUNTY shall pay CONSULTANT in accord with the Schedule of Fees attached and incorporated hereto as Exhibit “C” and as set forth in the following paragraphs. The CONSULTANT may not charge the COUNTY for direct expenses not provided for in the Schedule of Fees. If CONSULTANT overcharges, in addition to all other remedies, the COUNTY is entitled to a refund in the amount of the overcharges, plus interest at the rate of one percent (1%) per month from the date the overcharge was paid by the COUNTY until the date refund is made. The COUNTY has the right to offset any overcharge against any amounts due to CONSULTANT under this or any other AGREEMENT between CONSULTANT and COUNTY, and at the COUNTY'S sole option, the right to declare CONSULTANT in default under this AGREEMENT.

6.3 The CONSULTANT shall submit its progress reports for tasks completed and services rendered to the COUNTY on a not more often than monthly basis. Each progress report shall summarize the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage completed for each task.

6.4 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed Eighty-Five Thousand and 00/100 dollars ($85,000.00). In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work unless this AGREEMENT is modified pursuant to Article 14.0.

6.5 Upon receipt, review and approval of properly documented progress reports, the COUNTY shall pay, or cause to be paid, to the
CONSULTANT the amounts requested, provided that the amounts requested together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum, being Four Thousand Two Hundred and Fifty and 00/100 dollars ($4,250.00) to ensure performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.

6.6 Final payment will be made to the CONSULTANT upon receipt, review and acceptance of all deliverables specified in Exhibit “B” of this AGREEMENT.

7.1 DELIVERABLES

7.1 The CONSULTANT shall provide the COUNTY on or before the termination of this AGREEMENT, the deliverables specified in Exhibit “B” of this AGREEMENT, attached hereto, which is hereby incorporated by reference. The deliverables shall be furnished in accordance with the schedule accepted under Article 5.0 above, and in any event, shall be promptly delivered to the COUNTY upon expiration or termination of the AGREEMENT.

8.0 CONSULTANT’S INSURANCE

8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

8.1.a Worker’s Compensation Insurance in the statutory amounts.

8.1.b Employer’s Liability Insurance in an amount not less than Five Hundred Thousand and 00/100 dollars ($500,000.00) each accident and injury and Five Hundred Thousand and 00/100 dollars ($500,000.00) each employee/disease.

8.1.c Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with limits of not less than One Million and 00/100 dollars ($1,000,000.00) per occurrence bodily injury/property damage combined single limit; Two Million and 00/100 dollars ($2,000,000.00) excess liability coverage in the annual aggregate injury/property damage combined single limit.

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT’S Certificates of Insurance before commencing work. Upon the written request of the COUNTY, the
CONSULTANT shall provide copies of the above Insurance Policies to the COUNTY within ten (10) days of the request.

8.3 The insurance required to be purchased and maintained by CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and 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 COUNTY.

8.4 CONSULTANT'S insurance required by Paragraphs 8.1.c, above, shall name the COUNTY, its officers, employees and agents as additional insured parties. The Certificate of Insurance shall state: "The County of DuPage, its officers, employees and agents are named as additional insureds as defined in the Commercial (Comprehensive) General Liability Insurance policy with respect to claims arising from CONSULTANT'S performance under this AGREEMENT."

9.0 INDEMNIFICATION

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY'S participation in its defense shall not remove CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided CONSULTANT'S indemnification of COUNTY shall survive the termination, or expiration, or this AGREEMENT.
10.0 SATISFACTORY PERFORMANCE

10.1 The CONSULTANT’S, and subconsultant(s), standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets or exceeds the quality and standards commonly accepted in the industry.

10.2 The CONSULTANT’S services shall be performed in a manner consistent with the customary skill and care of its profession.

10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or subconsultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY.

10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting therefrom.

11.0 CONFLICT OF INTEREST

11.1 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT’S services under this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

12.1 The CONSULTANT agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, computations and all other deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in Paragraph 7.1. In the event any of the above items are lost or damaged while in CONSULTANT’S possession, such items shall be restored or replaced at CONSULTANT’S expense.

12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT.

12.3 In the performance of Services, CONSULTANT may have access to
certain information that is not generally known to others ("CONFIDENTIAL INFORMATION"). CONSULTANT 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 COUNTY. CONSULTANT 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 CONSULTANT disseminate any information regarding Services without prior written consent of the COUNTY. CONSULTANT agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by CONSULTANT under this AGREEMENT. The terms of this Paragraph 12.3 shall survive the expiration or termination of this AGREEMENT.

12.4 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.

12.5 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to COUNTY.

13.0 COMPLIANCE WITH STATE AND OTHER LAWS

13.1 The CONSULTANT, and subconsultant(s), shall comply with Federal, State, COUNTY and local statutes, ordinances and regulations, and will obtain permits, or other mandated approvals, whenever applicable, in the performance of Services under this AGREEMENT. Further, CONSULTANT shall comply with all COUNTY policies and rules, including, but not limited to, criminal background checks.

13.2 The CONSULTANT, and subconsultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit unfair employment practice. CONSULTANT shall comply with Executive Order 11246, entitled, "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60) and the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101, et seq., and with all rules and regulations established by the Department of Human Rights.

13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or
local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).

14.0 MODIFICATION OR AMENDMENT

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly executed by both parties.

14.2 The CONSULTANT acknowledges receipt of a copy of the COUNTY’S Purchasing Procedures and Guidelines Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit change orders in accordance with said Ordinance.

15.0 TERM OF THIS AGREEMENT

15.1 The term of this AGREEMENT shall begin on December 1, 2018 and shall continue in full force and effect until the earlier of the following occurs:

(a) The termination of this AGREEMENT in accordance with the terms of Article 16.0, or

(b) December 1, 2019, or to a new date agreed upon by the parties.

(c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before December 1, 2019.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the expiration or termination of this AGREEMENT.

16.0 TERMINATION

16.1 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, except in the event of CONSULTANT’S insolvency, bankruptcy, or receivership, in which case termination shall be effective immediately upon receipt of notice.

16.2 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.

16.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, CONSULTANT shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT

17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.

17.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.

17.3 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.

17.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

18.0 ASSIGNMENT

18.1 This AGREEMENT may be assigned by either party provided, however, such assignment shall first be approved, in writing, by the other party.

19.0 SEVERABILITY

19.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

20.0 GOVERNING LAW

20.1 This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

20.2 The venue for resolving any disputes concerning the parties’ respective
performance, or failure to perform, under this AGREEMENT, shall be the 18th Judicial Circuit Court, DuPage County, Wheaton, Illinois.

21.0 NOTICES

21.1 Any required notice shall be sent to the following addresses and parties:

County of DuPage
421 North County Farm Road
Wheaton, IL 60187
Fax: 630-407-6501
Attn: Mary Keating, Director of Community Services

Family Shelter Service, Inc.
605 East Roosevelt Road
Wheaton, IL 60187
Fax: 630-221-8098
Attn: Judie Caribeaux, Executive Director

21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

22.1 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.

23.0 FORCE MAJEURE

23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires, or natural disasters.
24.0 REPRESENTATIONS AND WARRANTIES OF CONSULTANT

24.1 CONSULTANT 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.

24.2 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.

24.3 Good Standing. CONSULTANT is not in default and has not been deemed by the COUNTY 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.

24.4 Authorization. In the event CONSULTANT is an entity other than a sole proprietorship, CONSULTANT 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 the CONSULTANT is duly authorized by CONSULTANT and has been made with complete and full authority to commit CONSULTANT to all terms and conditions of this AGREEMENT which shall constitute valid, binding obligations of CONSULTANT.

24.5 Gratuitues. No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by, on behalf of, or to CONSULTANT in relation to this AGREEMENT or as an inducement for award of this AGREEMENT.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

BY:
DANIEL CRONIN
CHAIRMAN, DUPAGE COUNTY BOARD

ATTEST BY:
PAUL HINDS
COUNTY CLERK

FAMILY SHELTER SERVICE, INC.

BY:
JUDIE CARIBEAUX
EXECUTIVE DIRECTOR

ATTEST BY:
AMY WILLIGAN
DIRECTOR OF SAFER COMMUNITIES
EXHIBIT A
SCOPE OF SERVICES

This exhibit includes the scope of work for the services of Family Shelter Service, Inc. consisting of providing advocacy for victims of family violence and provision of other related services to the DuPage County Department of Human Services as herein described.

CONSULTANT shall provide the following:

1. Advocates employed by CONSULTANT will follow up on police-reported incidents of domestic violence, hereinafter referred to as Police Responses. Advocates will contact victims following a police report in order to assess safety, provide information about legal remedies, CONSULTANT’S programs, and community resources. CONSULTANT will also offer emotional support.

2. Advocates employed by CONSULTANT will provide assistance to victims of domestic violence seeking Orders of Protection. Advocates will support victims throughout the court process, including both the Emergency Order of Protection and the Plenary Order.

3. Advocates employed by CONSULTANT will provide support to victims throughout the Bond Court and Criminal Court process, as needed and as staffing permits.

4. CONSULTANT will provide the 40-Hour Domestic Violence Training at no charge to Forensic Behavioral Health employees and other COUNTY employees as requested.

5. CONSULTANT will develop outcomes for the above-described services and report to COUNTY in a form acceptable to COUNTY.

The COUNTY and CONSULTANT shall coordinate all activities undertaken pursuant to this AGREEMENT in accordance with the following:

1. CONSULTANT’S Director of Safer Communities and COUNTY’S Director of the Family Center will coordinate efforts to refine the referral process between the OOP Courtroom and Supervised Visits and Neutral Exchange Program at the Family Center.

2. CONSULTANT’S Director of Safer Communities and COUNTY’S Director of the Family Center will coordinate the effort to provide information to victims of domestic violence and to facilitate the referral process to CONSULTANT’S programs.
3. The clinical staff of COUNTY’S Family Center and CONSULTANT’S advocacy staff shall identify further opportunities for collaboration and to implement cross-training.

4. Advocates employed by CONSULTANT will facilitate referrals to other CONSULTANT programs, such as emergency shelter, individual counseling, support and education groups for adults and children, and 24-hour hotline for victims of domestic violence in DuPage County.
EXHIBIT B
DELIVERABLES

Deliverables shall consist of reports on outcomes of services provided and coordination activities. CONSULTANT shall submit all reports to COUNTY before final payment is made by COUNTY pursuant to this AGREEMENT.

CONSULTANT shall report on outcomes of the services provided by CONSULTANT in accordance with the following:

1. **Outcome:** 90% of victims of domestic violence who obtain an Emergency Order of Protection will report that the information and support provided by advocates employed by CONSULTANT assisted them in securing their personal safety.

   **Measures:**
   - Clients report having a safety plan
   - Clients report knowing how to enforce their Emergency Order of Protection

2. **Outcome:** 90% of victims of domestic violence surveyed at the time of their hearing to request a Plenary Order of Protection will report that the services provided to them by the advocates employed by the CONSULTANT were “very helpful” or “helpful.”

   **Measures:**
   - Clients report that CONSULTANT’S advocates were “very helpful” or “helpful” in preparing them for their court hearings
   - Clients report that written materials provided by CONSULTANT’S advocates were “very helpful” or “helpful”
   - Clients report that emotional support provided by CONSULTANT’S advocates was “very helpful” or “helpful”

3. **Outcome:** 90% of victims of domestic violence who have contact with CONSULTANT as a result of a Police Response will report that they have knowledge of ways to increase their safety.

   **Measures:**
   - Clients report knowledge of how to obtain an Order of Protection
   - Clients report knowledge of services offered by CONSULTANT
   - Clients report having discussed a safety plan with CONSULTANT

14
CONSULTANT shall report on coordination activities as described in Exhibit A, Scope of Services.

**EXHIBIT C**
**SCHEDULE OF FEES**

The CONSULTANT will bill the COUNTY for all tasks, assignments, and work performed in accordance with the following costs and payment terms.

**Project Cost:**

The Project Cost shall not exceed Eighty-Five Thousand ($85,000.00) and 00/100 dollars. COUNTY shall be responsible for payment of a maximum of Eighty-Five Thousand ($85,000.00) and 00/100 dollars for the support of activities described in Exhibit A, Scope of Services.

**Payment Terms:**

Requests for drawdown of payments shall be evidenced by monthly invoices for services based on the following rate schedule and showing hours worked by each category of position on each of the items listed in Exhibit A, Scope of Services.

<table>
<thead>
<tr>
<th>Category</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director of Safer Communities</td>
<td>$37.61</td>
</tr>
<tr>
<td>Court/Victim Advocacy Coordinator</td>
<td>$29.23</td>
</tr>
<tr>
<td>Court/Victim Advocate</td>
<td>$23.19</td>
</tr>
</tbody>
</table>
AWARDING RESOLUTION
ISSUED TO MEDLINE INDUSTRIES, INCORPORATED
FOR THE PURCHASE OF VARIOUS LINENS
FOR THE DUPAGE CARE CENTER
(CONTRACT TOTAL AMOUNT: $44,817.20)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the Health and Human Service Committee recommends County Board approval for the issuance of a contract purchase order for the purchase of various linens, for the period December 1, 2018 through November 30, 2019, for the Care Center.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said for the purchase of various linens, for the period December 1, 2018 through November 30, 2019, for the Care Center, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Medline Industries, Incorporated, Three Lakes Drive, Northfield, Illinois 60093, for a total contract amount not to exceed of $44,817.20, per low bid #18193-CARE.

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>
<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 24, 2018</td>
<td>$44,817.20</td>
<td>DECEMBER 1, 2018 - NOVEMBER 30, 2019</td>
<td>DUPAGE CARE CENTER</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

- Karen Graczyk: Completed 10/24/2018 3:16 PM
- Janelle Chadwick: Completed 10/24/2018 3:41 PM
- Kathy Ostrowski: Completed 10/25/2018 4:54 PM
- James McGuire: Completed 10/29/2018 3:05 PM
- Paul Rafac: Completed 10/30/2018 8:56 AM
- Kathy Ostrowski: Completed 11/02/2018 11:02 AM
- Health & Human Services: Completed 11/06/2018 10:15 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:** Medline Industries, Inc.  
  **Vendor #:**  
  **Attn:** Lucas McGovern  
  **Email:** govbids@medline.com  
  **Address:** Three Lakes Drive  
  **City:** Northfield  
  **State:** IL  
  **Zip:** 60093  
  **Phone:** 866-212-2822  
  **Fax:** 847-949-2497

## Send Invoices To:
- **Dept:** DuPage Care Center  
  **Division:** Environmental Concerns  
  **Attn:** Nancy Palima  
  **Email:** nancy.palima@dupageco.org  
  **Address:** 400 N. County Farm Road  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187  
  **Phone:** 630-784-4422  
  **Fax:**

## Send Payments To:
- **Vendor:** Medline Industries, Inc.  
  **Vendor #:**  
  **Attn:**  
  **Email:** cashappsremittance@medline.com  
  **Address:** Dept CH 14400  
  **City:** Palatine  
  **State:** IL  
  **Zip:** 60055-4400  
  **Phone:** 1-800-633-5463  
  **Fax:** 800-351-1512

## Ship To:
- **Dept:** DuPage Care Center  
  **Division:** Environmental Concerns  
  **Attn:** Vinit Patel  
  **Email:** vinit.patel@dupageco.org  
  **Address:** 400 N. County Farm Road  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187  
  **Phone:** 630-784-4273  
  **Fax:**

## Payment Terms
- F.O.B.  
  **Use for PO25 only:** Contract Administrator  
  **Destination:** Christine Kliebhan

## F.O.B.
- **Use for PO20:** PO 20 Delivery Date  
  **Destination:** Christine Kliebhan

## Requisitioner
- **Use for PO25 only:** Christine Kliebhan

## Special Instructions/Comments to Buyer or Approver
- this bid was split between 2 vendors - these 7 out of 13 items bid were the lowest for Medline Industries, Inc.

## User Department Internal Notes
- **Use for PO25 only:**

## LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct | Sub-Accts and/or Activity # | Unit Price | Extensor |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>480</td>
<td>EA</td>
<td>Knitted Fitted Sheet</td>
<td>1200 2030</td>
<td></td>
<td>52230</td>
<td>3.86</td>
<td></td>
<td>1,852</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>17000</td>
<td>EA</td>
<td>Bath Towel</td>
<td>1200 2030</td>
<td></td>
<td>52230</td>
<td>1.22</td>
<td></td>
<td>20,740</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>48000</td>
<td>EA</td>
<td>Wash Cloth</td>
<td>1200 2030</td>
<td></td>
<td>52230</td>
<td>0.12</td>
<td></td>
<td>5,760</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>420</td>
<td>EA</td>
<td>Close View Thermal Blanket</td>
<td>1200 2030</td>
<td></td>
<td>52230</td>
<td>6.46</td>
<td></td>
<td>2,712</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>2350</td>
<td>EA</td>
<td>Underpad</td>
<td>1200 2030</td>
<td></td>
<td>52230</td>
<td>3.88</td>
<td></td>
<td>9,118</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>216</td>
<td>EA</td>
<td>Pillow</td>
<td>1200 2030</td>
<td></td>
<td>52230</td>
<td>3.85</td>
<td></td>
<td>831</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>480</td>
<td>EA</td>
<td>Bleached Mattress Pads</td>
<td>1200 2030</td>
<td></td>
<td>52230</td>
<td>7.92</td>
<td></td>
<td>3,801</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total:** $44,817

## Header Comments
- Furnish and deliver various linens for the DuPage Care Center for the period December 1, 2018 through November 30, 2019, per low bid #18-193-CARE

## Special Instructions/Comments to Buyer or Approver
- this bid was split between 2 vendors - these 7 out of 13 items bid were the lowest for Medline Industries, Inc.

## User Department Internal Notes
- HHS Committee November 6, 2018
Required Vendor Ethics Disclosure Statement

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

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Medline Industries, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>Michael O'Toole</td>
</tr>
<tr>
<td>Contact Email</td>
<td><a href="mailto:info@medline.com">info@medline.com</a></td>
</tr>
<tr>
<td>Phone</td>
<td>800-212-2825</td>
</tr>
<tr>
<td>Fax</td>
<td>847-481-1880</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, subcontracts 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>Add.</th>
<th>Recipient</th>
<th>Amount/Value</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 officials or employees in relation to the contractor or vendor 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>Add.</th>
<th>Lobbyists, Agents, Representatives</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<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/County/ProcurePolicies/

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

Authorized Signature

Printed Name: Michael O'Toole

Date: 3-3-2018

Packet Pg. 505
## Procurement Review Checklist
### Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: DuPage Care Center</td>
<td>Contact: Vinit Patel</td>
<td>Term: November 30, 2019</td>
<td></td>
</tr>
<tr>
<td>Description of Procurement/Scope of Work/Background</td>
<td>Furnish and deliver various linens for the DuPage Care Center, for the period December 1, 2018 through November 30, 2019, per low bid #18-193-CARE.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Procurement</td>
<td>Replacement linens for the DuPage Care Center; this bid is being split between 2 vendors - these 7 items were the lowest and have been supplied samples and they have been tested.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### FUNDING SOURCE
- [ ] Procurement budgeted for (FY and budget code(s)): 1200-2030-52230
- [ ] Budget Transfer (Date) ________
- [ ] Add'l Information

### DECISION MEMO NOT REQUIRED
- [✓] LOWEST RESPONSIBLE QUOTE # or BID # 18-193-CARE (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)
- [ ] cdk Oct 22, 2018
- [ ] Prepared By Date
- [ ] Recommended for Approval
- [ ] IT Approval, if required
- [ ] Date

### REVIEWED BY (Initials Only)
- [ ] Buyer Date
- [ ] Procurement Officer
- [ ] Chairman's Office
- [ ] Date

---

**Packet Pg. 506**
## 18-193: CARE FURNISH & DELIVER VARIOUS LINENS
### BID TABULATION

<table>
<thead>
<tr>
<th>QTY</th>
<th>DESCRIPTION</th>
<th>TABB</th>
<th>HP</th>
<th>BOB BARKER</th>
<th>MEDLINE</th>
<th>DIRECT SUPPLY</th>
<th>STANDARD TEXTILE</th>
</tr>
</thead>
<tbody>
<tr>
<td>480</td>
<td>Flat Sheet – Standard Value Percale, 66x108, 55% cotton/45% polyester, Bleached,</td>
<td>480</td>
<td>$4.00</td>
<td>$1,920.00</td>
<td>$3.21</td>
<td>$1,540.80</td>
<td>$3.83</td>
</tr>
<tr>
<td>2,160</td>
<td>Pillowcase – Standard Value Percale, 42x34, 55% cotton/45% polyester, Bleached,</td>
<td>2,160</td>
<td>$0.90</td>
<td>$1,944.00</td>
<td>$1.04</td>
<td>$2,246.40</td>
<td>$0.69</td>
</tr>
<tr>
<td>480</td>
<td>Knitted Fitted Sheet, Jersey, 16oz, seven with dark blue thread, 36 x 82 x 13, 55% cotton/45% polyester, Bleached</td>
<td>480</td>
<td>$4.50</td>
<td>$2,160.00</td>
<td>$4.46</td>
<td>$2,140.80</td>
<td>$4.52</td>
</tr>
<tr>
<td>280</td>
<td>Hamper Bags – 40’x40’x25’, yellow &amp; misty, liquid resistant, Ropeless, hooded (elastic in top), seamstress bottom, 100% polyester</td>
<td>280</td>
<td>NO BID</td>
<td>NO BID</td>
<td>NO BID</td>
<td>NO BID</td>
<td>NO BID</td>
</tr>
<tr>
<td>17,000</td>
<td>Bath Towel – PerVal, white, Centum Core, 12/1 RS pile yarn, 5.0#dz., 21 x 42, 90% cotton, 10% polyester, Bleached, Pre-Laundred</td>
<td>17,000</td>
<td>$1.25</td>
<td>$21,250.00</td>
<td>$0.93</td>
<td>$15,810.00</td>
<td>$1.16</td>
</tr>
<tr>
<td>48,000</td>
<td>Washcloth – 101 OE pile yarn, 12x12, 100% cotton, Bleached, 70/dz. lb.</td>
<td>48,000</td>
<td>$0.13</td>
<td>$6,240.00</td>
<td>$0.14</td>
<td>$6,720.00</td>
<td>$0.13</td>
</tr>
<tr>
<td>420</td>
<td>Close View Thermal Blanket, Import, Cellular weave, Selvage sides, Hemmed Ends, 2.4#each, 72x108, white, 100% cotton, Bleached</td>
<td>420</td>
<td>$9.95</td>
<td>$4,179.00</td>
<td>NO BID</td>
<td>NO BID</td>
<td>NO BID</td>
</tr>
<tr>
<td>1,800</td>
<td>Patient Gown – Lap over, Tap Tie Neck &amp; Waist, Scoop Neck, Century Cloth, Large 55% Cotton/45% Polyester, Standard Classic Blue</td>
<td>1,800</td>
<td>$3.50</td>
<td>$6,300.00</td>
<td>$4.38</td>
<td>$7,884.00</td>
<td>$3.49</td>
</tr>
<tr>
<td>2,350</td>
<td>Underpad – Birds eye, 80, soaker, Carnation vinyl barrier, 32x36, 100% cotton face, 80% polyester/20%Rayon Soaker, White Face Fabric, Side Handles,</td>
<td>2,350</td>
<td>NO BID</td>
<td>NO BID</td>
<td>NO BID</td>
<td>NO BID</td>
<td>NO BID</td>
</tr>
<tr>
<td>250</td>
<td>White Bath Blanket, Selvage Sides, Hemmed Ends, 1.40#each, 70x90, bleached, 100% cotton</td>
<td>250</td>
<td>$7.00</td>
<td>$1,750.00</td>
<td>$5.83</td>
<td>$1,457.50</td>
<td>$3.49</td>
</tr>
<tr>
<td>216</td>
<td>Pillow – Nysol, Nylon Ticking, 18oz, Polyester fill, Exposed Seam Stitching, Seam Vented, 20x27, Nylon Ticking/Polyester fill, Cream</td>
<td>216</td>
<td>NO BID</td>
<td>NO BID</td>
<td>NO BID</td>
<td>NO BID</td>
<td>NO BID</td>
</tr>
<tr>
<td>432</td>
<td>Hamper Bags – 30’x40’x18’, yellow &amp; misty, liquid resistant, Ropeless, hooded (elastic in top), seamstress bottom, 100% polyester</td>
<td>432</td>
<td>NO BID</td>
<td>NO BID</td>
<td>NO BID</td>
<td>NO BID</td>
<td>NO BID</td>
</tr>
<tr>
<td>480</td>
<td>Bleached Mattress Pads – Pride, flat style, Fill bound, 14 oz./sq. yard, 36x76, 50%/50%, unbleached</td>
<td>480</td>
<td>$10.00</td>
<td>NO BID</td>
<td>NO BID</td>
<td>NO BID</td>
<td>NO BID</td>
</tr>
</tbody>
</table>

**ITEM TOTALS** | $13,866.74 | $44,817.20

**NOTES**

Towels selected from Medline as they have been found to hold up better in the wash than Bob Barker & HP towels.

**BY SELECTING LOW-PRICED ITEMS FROM TWO VENDORS, COST SAVINGS OF $12,141.12 IS REALIZED.**

---

Solicitations Sent | 48
Documents Requested | 13
Responses Received | 6

Bid Opening GV/CH 09/21/18 @ 1:00 P.M.
WHEREAS, Resolution FI-P-020-13 was approved and adopted by the DuPage County Board on November 26, 2013; and

WHEREAS, Resolution FI-P-020A-13 was approved and adopted by the DuPage County Board on July 18, 2017, for an increase and extension; and

WHEREAS, the Health and Human Services Committee recommends changes as stated in the Change Order Notice to increase contract 76-0001 SERV in the amount of $3,730.00, taking the amended contract amount of $239,139.36, resulting in a new contract total amount of $242,869.36, an increase of 1.56%.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopts the Change Order Notice to County Contract 76-0001 SERV, issued to Toshiba American Business Solutions, Inc., AKA Electronic Imaging Division for copier services, to increase the amount of the contract by $3,730.00, taking the amended contract amount of $239,139.36, resulting in a new contract total amount of $242,869.36, an increase of 1.56%.

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: Aug 6, 2018
MinuteTraq (IQM2) ID #: 13339

**Purchase Order #:** 76-0001 SERV  **Original Purchase Order Date:** Nov 26, 2013  **Change Order #:** 3  **Department:** DuPage Care Center

<table>
<thead>
<tr>
<th>Vendor Name: Toshiba America Business Solutions Inc.</th>
<th>Vendor #: 14171</th>
</tr>
</thead>
</table>

**Dept Contact:** Christine Kliebhan

**Background and/or Reason for Change Order Request:**
Copier Services for the DuPage Care Center for the period 01/01/14 - 09/30/18. Increase contract in the amount of $3,730.00 to cover rentals through 09/30/18. There were errors in the calculations of the original contract.

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

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

**INCREASE/DECREASE**

<p>| | |</p>
<table>
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<tbody>
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<td>C</td>
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<td>D</td>
<td>Amount of this Change Order</td>
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<td>Increase</td>
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<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

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

**Prepared By (Initials):** cdk  **Phone Ext:** 4208  **Date:** Aug 6, 2018  **Recommended for Approval (Initials):** QC  **Phone Ext:** 813/18

**REVIEWED BY (Initials Only):**

- **Buyer:** ________________________________  **Date:** 8-23-18  **Procurement Officer:** ________________________________  **Date:** 8-23-18
- **Chief Financial Officer** (Decision Memos Over $25,000)  **Date:** 10-18-18  **Chairman's Office** (Decision Memos Over $25,000)  **Date:** 10-30-18

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

Requesting Department: DuPage Care Center
Contact Email: shauna.berman@dupageco.org
Vendor Name: Toshiba America Business

Department Contact: Shauna Berman
Contact Phone: 630-784-4261
Vendor #: 14171

**Date:** Aug 6, 2018
**MinuteTraq (IQM2) ID #:** 13339
**Department Requisition #:** 76-0001SERV

---

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

To increase the contract in the amount of $3,730.00 to cover services through the end of the contract.

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

The increase of $3,730.00 will cover the final payment for services that is provided by Toshiba for leased copiers.

**Strategic Impact**

Financial Planning

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

By increasing the current Toshiba copier contract DuPage Care Center will be able to cover final services, before the new copier contract will begin.

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

DuPage County is the lead agency for the National I.P.A. cooperative agreement in which the county has a contract with Toshiba for county-wide copiers service.

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

1) Increase the contract in the amount of $3,730.00 to cover services through the end of the contract.
2) Do not increase contract in the amount of $3,730.00 to cover services, however, the DuPage Care Center will need copiers to do the day to day operations.

**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.

1200-2000-53410 - $3,730.00
WHEREAS, Resolution HHS-P-0394-17 was approved and adopted by the County Board on October 10, 2017; and

WHEREAS, the Health and Human Services Committee recommends changes as stated in the Change Order Notice to increase contract purchase order 2788-0001 SERV, issued to Symbria Rehab, Incorporated, for physical, occupational, speech and respiratory therapy and consulting services, for the DuPage Care Center, in the amount of $63,341.00.

NOW, THEREFORE BE IT RESOLVED, that County Board adopts Change Order Notice, dated October 18, 2018, to contract purchase order 2788-0001 SERV, issued to Symbria Rehab, Incorporated, for physical, occupational, speech and respiratory therapy and consulting services, for the period November 1, 2017 through October 31, 2018, for the DuPage Care Center, to increase contract in the amount of $63,341.00, resulting in an amended contract total amount of $1,263,341.00.

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

---

**Purchase Order #:** 2788-0001 SERV  
**Original Purchase Order Date:** Nov 1, 2017  
**Change Order #:** 1  
**Department:** DuPage Care Center  
**Vendor #:** 27600  
**Dept Contact:** Karen Cerny

**Background and/or Reason for Change Order Request:**

- Contract purchase order for Physical, Occupational, speech and respiratory Therapy and Consulting services for the DuPage Care Center for the period November 1, 2017 through October 31, 2018, per #P17-119-GV.
- Increase contract in the amount of $63,341.00 to cover final services provided by Symbria Rehab, Inc. for therapy and consulting services.

**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**

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</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

- ☐ Increase (greater than 29 days) contract expiration from:   to:
- ☐ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount  ☐ Funding Source 1200-2060-53090
- ☐ OTHER - explain below:

---

**Prepared By (Initials):** JN  
**Phone Ext:** 4208  
**Date:** Oct 18, 2018  
**Recommended for Approval (Initials):** JN  
**Phone Ext:** 6769  
**Date:** 10/24/18

---

**REVIEWED BY (Initials Only):**

- **Buyer:** JN  
  **Date:** 10/26/18  
  **Procurement Officer:** JM  
  **Date:** 10-26-18

- **Chief Financial Officer (Decision Memos Over $25,000):** JN  
  **Date:** 10-30-18  
  **Chairman's Office (Decision Memos Over $25,000):** JN  
  **Date:** 10-31-18

---

**Form Optimized for Acrobat and Adobe Reader Version 9 or Later**

Rev 1.6  
12/11/17

Packet Pg. 512
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 Care Center</th>
<th>Department Contact: Karen Cerny</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:karen.cerny@dupageco.org">karen.cerny@dupageco.org</a></td>
<td>Contact Phone: 630-784-4402</td>
</tr>
<tr>
<td>Vendor Name: Symbria Rehab Incorporated</td>
<td>Vendor #: 12242</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.

Increase the contract in the amount of $63,341.00 to cover anticipated expenses to be incurred through the end of the contract period. This amount should cover the final invoice of contract.

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

This contract is for Therapy and Consulting Services: Physical, Occupational Therapy and Speech Therapy for the residents at the DuPage Care Center for the period November 1, 2017 through October 31, 2018.

**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 original contract was calculated based on historical average monthly spending of $100,000.00 per month. Year-to-date, the Care Center has experienced actual monthly spending under this contract of $105,000.00.

Upon analysis, it has been determined that the increase in monthly spending can be attributed to an overall increase in Medicare Part A and Part B billable services being provided to resident and the addition of respiratory therapy services provided to residents at the Care Center. This leads to increased billing to Medicare thereby resulting in increased reimbursement to the DPCC.

* In 2017 the DuPage Care Center realized a total of 8156 Medicare Part A/Insurance rehab days; however, we are trending in 2018 towards a total of 9079 Medicare Part A/Insurance rehab days.
* 18,541 units of Medicare Part B services were realized in 2017; however, we are trending towards 19,998 units in 2018
* Respiratory therapy charges for services provided to residents averages $265 per month.
* Respiratory therapy services improve patient outcomes and decrease re-hospitalizations.
* Respiratory therapy services are also a new CMS requirement.

The DPCC is billed by Symbria Rehab, Inc. for services provided each month. The increase in the amount of services provided accounts for the increased costs. The DPCC in turn bills Medicare Part a/B and private insurances for these services and receives increased reimbursement.

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

P17-119GV

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

DuPage Care Center recommends the increase of this contract in the amount of $63,41.00, to cover anticipated expenses to be incurred through the end of the contract period.
**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

1200-2060-53090  $63,341.00
will need to prepare a budget transfer to 1200-2060-53090
Required Vendor Ethics Disclosure Statement

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

**Company Name:** Symbria Rehab, Inc.  
**Company Contact:** Linda Vellinga  
**Contact Phone:** (630-438-3820)  
**Contact Email:** Lsvellinga@Symbria.com

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

1. Every contractor, vendor or vendor that is seeking or has previously obtained a contract, change order to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide a Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, vendor, or vendor whose office the contract to be awarded will benefit. The contractor, vendor 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, "vendor" or "vendor" includes owners, officers, managers, lobbyists, agents, consultants, board members, and vendors involved in the control of the contracting person, and political action committees to which the contracting person has made contributions.

**X** 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, 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 officials or employees in relation to the contractor and shall update such disclosure with any changes that may occur.

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

| Lobbyists, Agents, and Representatives and all individuals who are (or will be having contact with county officials or employees in relation to the contractor) |
|--------------------------------------------------------------------------------|----------|
| Telephone | Email |

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 the 60 days of the change, or prior to contract award, whichever is sooner
- 30 days prior to the expiration of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for changes, 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.dupagecounty.com/CountywidePolicies/

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

**Authorized Signature:**

**Print Name:**   
**Title:** General Counsel   
**Date:** 8/13/18

Attach additional sheets if necessary. Sign each sheet and number each page. Pages: 1 of 1 (Total number of pages)

Attachment: Symbria - Vendor Ethics (17-18-1045 : Symbria Rehab, Inc.)
WHEREAS, Resolution HHS-P-0431-17 was approved and adopted by the County Board on November 14, 2017; and

WHEREAS, the Health and Human Services Committee recommends changes as stated in the Change Order Notice to increase contract purchase order 2910-0001 SERV, issued to AirGas USA, LLC, to furnish and deliver liquid portable oxygen, for the DuPage Care Center, in the amount of $3,500.00.

NOW, THEREFORE BE IT RESOLVED, that County Board adopts Change Order Notice, dated October 25, 2018, to contract purchase order 2910-0001 SERV, issued to AirGas USA, LLC, to furnish and deliver liquid portable oxygen, for the DuPage Care Center, to increase contract in the amount of $3,500.00, resulting in an amended contract total amount of $35,500.00.

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

________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Purchase Order #: 2910-0001
Original Purchase Order Date: Dec 1, 2017
Change Order #: 1
Department: DuPage Care Center
Vendor Name: AirGas USA LLC
Vendor #: 10674-P2
Dept Contact: Vinit Patel

Background and/or Reason for Change Order Request:
Contract purchase order to furnish and deliver liquid portable oxygen for the residents of the DPCC for the period 1/201/17 through 11/30/18, per bid 14-167-GV
The Department has analyzed the contract and it has been determined that this contract needs to be increased in the amount of $3,500.00 to cover services through 11/30/18.

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

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<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
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DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

cdk 4208 Oct 25, 2018
Prepared By (Initials) Phone Ext Date Recommended for Approval (Initials) Phone Ext Date

REVIEWED BY (Initials Only)

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

Nov 6, 2018 HHS

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: DuPage Care Center</th>
<th>Department Contact: Vinit Patel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:vinit.patel@dupageco.org">vinit.patel@dupageco.org</a></td>
<td>Contact Phone: 630-784-4273</td>
</tr>
<tr>
<td>Vendor Name: AirGas USA LLC</td>
<td>Vendor #: 10674-P2</td>
</tr>
</tbody>
</table>

**Date:** Oct 25, 2018

**MinuteTraq (IQM2) ID #:** 13791

**Department Requisition #:** 2910-0001serv

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**Action Requested**

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

Increase contract Purchase Order in the amount of $3,500.00

---

**Summary Explanation/Background**

Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

The Department had analyzed this contract and due to higher use of residents requiring liquid portable oxygen, it was determined that the contract needed to be increased to cover purchases through the end of the contract period.

---

**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.

With liquid portable oxygen, it allows the resident to continue to be independent, participate in daily activities and programs that are scheduled at the DPCC, which is an overall better quality of life.

---

**Source Selection/Vetting Information**

Describe method used to select source.

14-167-GV

---

**Recommendations/Alternatives**

Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1) Increase contract Purchase Order in the amount of $3,500.00

2) Do not increase contract, however, the DPCC will still need to provide liquid portable oxygen to the residents as it is the proper standard care for the residents.

---

**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.

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Amount</th>
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<tr>
<td>1200-1075-52320</td>
<td>3,500.00</td>
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</table>

preparing a budget transfer to cover services provided
Other Action Item

17-18-1049

Request Date: 10/16/2018  
Account Code: 5000-1720

Purpose of Trip: (explain fully the necessity of making the trip)
To attend the Ombudsman Level 1 Training

Destination: Bloomington, IL

Date of Departure: 11/8/2018  
Date of Return Arrival: 11/9/2018
(Please include a detailed explanation if different from official business dates)

Please indicate the estimated amount for each applicable expense.

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Registration:</td>
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<td>Transportation:</td>
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<tr>
<td>Lodging:</td>
<td>$80.00</td>
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<tr>
<td>Rental Car:</td>
<td>0</td>
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<tr>
<td>Reference Materials:</td>
<td>0</td>
</tr>
<tr>
<td>Meals: (Per Diems)</td>
<td>$80.00</td>
</tr>
<tr>
<td>Total:</td>
<td>$305.00</td>
</tr>
</tbody>
</table>

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
Resolution
JPS-R-0924-18

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.

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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.

2.9 **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

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.

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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

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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.

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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 URAN 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
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 for
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 TechShare.Defense (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><strong>Total Five Year Costs</strong></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.
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.

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.
EXHIBIT B
HOSTING SERVICES

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 all DuPage 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><strong>Data Conversion Task Name</strong></th>
<th><strong>Responsibility</strong></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 hierarchical) 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><strong>Data dictionaries (ERD Diagrams)</strong></td>
<td>DuPage County</td>
</tr>
<tr>
<td><strong>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</strong></td>
<td>DuPage County/TechShare</td>
</tr>
<tr>
<td><strong>Future disposition of the legacy system (whether it will be decommissioned or maintained)</strong></td>
<td>DuPage County</td>
</tr>
<tr>
<td><strong>Analyze Data Sources</strong></td>
<td>TechShare/DuPage County</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><strong>Data integrity issues</strong></td>
<td>TechShare/DuPage County</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><strong>Propose recommendations and options for mitigating the identified risks</strong></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 SolutionIf 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>TechShare/DuPage County</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 such</td>
<td>TechShare/DuPage County</td>
</tr>
<tr>
<td>as:</td>
<td>TechShare/DuPage County</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>
<tr>
<td>Integration/Interfaces Task Name</td>
<td>Responsibility</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------------------------------</td>
<td>------------------------------</td>
</tr>
<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>
</tr>
</thead>
<tbody>
<tr>
<td>Windows 7 Pro</td>
</tr>
<tr>
<td>Random Access</td>
</tr>
<tr>
<td>Memory (RAM)</td>
</tr>
<tr>
<td>Hard Drive (HD)</td>
</tr>
<tr>
<td>63 bit, l3 or greater processor</td>
</tr>
<tr>
<td>4GB</td>
</tr>
<tr>
<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</td>
<td>DuPage County</td>
</tr>
<tr>
<td>any defects</td>
<td></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 set up 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 <strong>defects</strong></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 I 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>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>Initiation</td>
</tr>
<tr>
<td></td>
<td>Stakeholder Checkpoints</td>
</tr>
<tr>
<td></td>
<td>Close Out</td>
</tr>
<tr>
<td>Business Analysis</td>
<td>Process Mapping</td>
</tr>
<tr>
<td></td>
<td>Train Key SAO Staff</td>
</tr>
<tr>
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<td>Interfaces/Integration</td>
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<td>Go Live</td>
<td>Initial Smoke Test</td>
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<td>Phase 1 Smoke Test</td>
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<td>User Acceptance Test</td>
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<td>Training and Go Live Prep</td>
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<td>Phase 1 Go Live</td>
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<td>User Acceptance Test</td>
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<td>Training and Go Live Prep</td>
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<td>Phase 2 Go Live</td>
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<td>Production Support</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>
</tr>
<tr>
<td>Integration Plan</td>
<td>Describes the activities required to successfully integrate with other systems.</td>
<td>Month 1</td>
</tr>
<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>
</tr>
<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>
</table>
| Project Manager                 | TechShare       | - Schedules and manages training sessions related to implementation.  
|                                 |                 | - Ensures training deliverables are met on time.  
|                                 |                 | - Manages Go-Live training schedule.  
|                                 |                 | - Ensures training meets TechShare's training standards.                                                                                                                                                |
| Trainer                         | TechShare       | - Uses course outline to compile core content into custom training material.  
|                                 |                 | - Adds county-specific information to training materials as needed.                                                                                                                                    |
| Content Creator                 | TechShare       | - Creates core content based on system functionality.  
|                                 |                 | - Modifies core content for implementation to fit DuPage County's specific training needs.  
|                                 |                 | - Creates supplemental training material to support overall training plan.                                                                                                                               |
| County Training Administrator   | DuPage County   | - Collaborates with the TechShare Training Manager to ensure DuPage County training needs are met.  
|                                 |                 | - Determines DuPage County Resources that will help with the training effort including Train the Trainer.  
|                                 |                 | - Works with DuPage County Managers to ensure that staff are scheduled and attend training classes.                                                                                                      |
| County Trainers                 | DuPage County   | - Works with TechShare to conduct training per the training plan.  
|                                 |                 | - This may include training assistance and/or leading class.  
|                                 |                 | - Help with small group training and refreshment training.  
|                                 |                 | - Conduct on-going training for DuPage County users after the implementation project.                                                                                                                    |
| County Power Users              | DuPage County   | - Users with advanced proficiency in application (results of project training activities).  
|                                 |                 | - Power users typically exist in each distinct business unit, assist with end user training, and provide additional support specific to business unit job functions.  
|                                 |                 | - At least one power user for a given role defined at a job location.  
|                                 |                 | - Power users also assist with onboarding new resources in post-production.                                                                                                                               |
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>
</tr>
</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>
<tr>
<td>must be ready to provide help during the roll-out and help train new personnel</td>
<td></td>
</tr>
<tr>
<td>The agency's train-the-trainers will take charge after the configuration is</td>
<td>DuPage County/TechShare</td>
</tr>
<tr>
<td>completed. (They have to train the users on the configured system.)</td>
<td></td>
</tr>
<tr>
<td>Provide basic user documentation-</td>
<td>TechShare</td>
</tr>
<tr>
<td>Log-In</td>
<td>TechShare</td>
</tr>
<tr>
<td>Navigation</td>
<td>TechShare</td>
</tr>
<tr>
<td>Directory</td>
<td>TechShare</td>
</tr>
<tr>
<td>Contact Groups</td>
<td>TechShare</td>
</tr>
<tr>
<td>Calendar and scheduling events</td>
<td>TechShare</td>
</tr>
<tr>
<td>Case views</td>
<td>TechShare</td>
</tr>
<tr>
<td>Case initiation</td>
<td>TechShare</td>
</tr>
<tr>
<td>Notes Library and Case Notes</td>
<td>TechShare</td>
</tr>
<tr>
<td>Docket, Minutes and disposing changes</td>
<td>TechShare</td>
</tr>
<tr>
<td>Checklists</td>
<td>TechShare</td>
</tr>
<tr>
<td>Workflow and time standards</td>
<td>TechShare</td>
</tr>
<tr>
<td>Digital MultiMedia Evidence Management</td>
<td>TechShare</td>
</tr>
<tr>
<td>Law Enforcement Portal</td>
<td>TechShare</td>
</tr>
<tr>
<td>Defense Portal</td>
<td>TechShare</td>
</tr>
<tr>
<td>Prepare for end-user training</td>
<td>DuPage County</td>
</tr>
<tr>
<td>Create course curriculum for each role using the configured screens and</td>
<td></td>
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<tr>
<td>workflows. Typically, this includes a basic user training course that covers the</td>
<td>DuPage County</td>
</tr>
<tr>
<td>subjects listed as documents above and a specific business area course</td>
<td></td>
</tr>
<tr>
<td>Prepare the training schedule, arrange for the facilities and notify the end</td>
<td>DuPage County</td>
</tr>
<tr>
<td>users</td>
<td></td>
</tr>
<tr>
<td>Train the users</td>
<td>DuPage County/TechShare</td>
</tr>
</tbody>
</table>
**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.
# EXHIBIT D

## FUNCTIONAL CAPABILITIES AND CONFIGURATIONS

<table>
<thead>
<tr>
<th>Functional Capabilities (Basic)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Add Charging Language</td>
</tr>
<tr>
<td>2. Add Defense Portal Participants</td>
</tr>
<tr>
<td>3. Automatically generates of notices, correspondences, letters, etc.</td>
</tr>
<tr>
<td>4. Built In Ad-Hoc Reporting</td>
</tr>
<tr>
<td>5. Can inquire on officer name to obtain their badge #</td>
</tr>
<tr>
<td>6. Complete Submission Packet Checklist</td>
</tr>
<tr>
<td>7. Court filing via eFiling (j2File or Tyler) and direct filing in court. The creation of documents and immediate filing with DUCS.</td>
</tr>
<tr>
<td>8. Create / Submit Incidents</td>
</tr>
<tr>
<td>9. Create Grand Jury Subpoena Requests</td>
</tr>
<tr>
<td>10. Create Virtual Filing Cabinets / Dynamic Views</td>
</tr>
<tr>
<td>11. Create Work Product Notes</td>
</tr>
<tr>
<td>12. Custom Report Development - by TS</td>
</tr>
<tr>
<td>13. Customer Report Development tools for SAO</td>
</tr>
<tr>
<td>14. Digital Media Management</td>
</tr>
<tr>
<td>15. Discovery / Disclosure - Facilitate the entire process for both felony and misdemeanor cases.</td>
</tr>
<tr>
<td>16. Display Court Settings</td>
</tr>
<tr>
<td>17. Document Generation and interface between TS and DUCS</td>
</tr>
<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>
</tr>
<tr>
<td>19. Enhanced Searching Capability</td>
</tr>
<tr>
<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>
</tr>
<tr>
<td>21. Export Contact List</td>
</tr>
<tr>
<td>22. Facilitate case assignments</td>
</tr>
<tr>
<td>23. Felony Screening - Manage felony screening - including approval and capture of charge information</td>
</tr>
<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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<td>Current CMS Functions</td>
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<tr>
<td>Cover Sheet Police Report - SAO</td>
</tr>
<tr>
<td>Criminal History Cover Sheet</td>
</tr>
<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>
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<tr>
<td>Disposition Sheet</td>
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<td>Current CMS Functions</td>
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<tr>
<td>Disposition Sheet Officer</td>
</tr>
<tr>
<td>Disposition Sheet Officer Email</td>
</tr>
<tr>
<td>Driving Abstract Cover Sheet</td>
</tr>
<tr>
<td>Field Court Trial Notice</td>
</tr>
<tr>
<td>Grand Jury Subpoena</td>
</tr>
<tr>
<td>Misdemeanor Trial Notice</td>
</tr>
<tr>
<td>Notice of Trial</td>
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<tr>
<td>Current CMS Functions</td>
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</tbody>
</table>

Tarrant – DuPage ILA 20181026
**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
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 lea 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 (prose, 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 prose 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

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 Status (Dynamic View)
  Delete Task
  Edit Task
  Restrict Task Type Dropdown - Users can not 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
EXHIBIT E
FORMS AND TOKENS

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></td>
<td>All Forms, Documents and Notices associated with each area</td>
</tr>
<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>
</tr>
<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>
</tr>
<tr>
<td>16</td>
<td>Forfeitures</td>
</tr>
<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>
</tr>
<tr>
<td>21</td>
<td>Imaging</td>
</tr>
<tr>
<td>22</td>
<td>Indictments</td>
</tr>
<tr>
<td>23</td>
<td>Information</td>
</tr>
<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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<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>
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<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>
</tr>
</thead>
<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>
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</tr>
<tr>
<td>WitnessBadgeNumber</td>
<td>Witness's Badge Number of a selected witness of the case</td>
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<tr>
<td>VictimBadgeNumber</td>
<td>Victim's Badge Number of a selected witness of the case</td>
<td>Text</td>
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<tr>
<td>WitnessEmergencyContactFirstName</td>
<td>Witness emergency contact's first name of a selected witness of the case</td>
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<tr>
<td>WitnessEmergencyContactLastName</td>
<td>Witness emergency contact's last name of a selected witness of the case</td>
<td>Text</td>
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<tr>
<td>WitnessEmergencyContactFullName</td>
<td>Witness emergency contact's full name of a selected witness of the case</td>
<td>Text</td>
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<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>
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<tr>
<td>WitnessEmergencyContactState</td>
<td>Witness emergency contact's address state of a selected witness of the case</td>
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<tr>
<td>WitnessEmergencyContactPostalCode</td>
<td>Witness emergency contact's address postal code/zip of a selected witness of the case</td>
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<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>
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<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 (if one exists, otherwise use the full 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 FilingAgencyOrt</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. 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: Offense 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 Plea 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>DispSent-Type</td>
<td>Primary or Selected Charge most recent Disposition Sentence Type</td>
<td>Text</td>
</tr>
<tr>
<td>DispConvictedOffenseFormalDescription</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>DispConvictedLevelDegreeDescription</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 LastName</td>
<td>Text</td>
</tr>
<tr>
<td>ArrestName</td>
<td>First Arrest Name of the Defendant. FORMAT: FirstName Middle Name Last Name</td>
<td>Text</td>
</tr>
<tr>
<td>DispPleaToFirstEnhancement</td>
<td>Primary or Selected Charge most recent Disposition Plea to First Enhancement value</td>
<td>Text</td>
</tr>
<tr>
<td>DispFirstEnhancementFinding</td>
<td>Primary or Selected Charge most recent Disposition First Enhancement Finding value</td>
<td>Text</td>
</tr>
<tr>
<td>DispPleaToSecondEnhancement</td>
<td>Primary or Selected Charge most recent Disposition Plea to Second Enhancement value</td>
<td>Text</td>
</tr>
<tr>
<td>DispSecondEnhancementFinding</td>
<td>Primary or Selected Charge most recent Disposition Second Enhancement Finding value</td>
<td>Text</td>
</tr>
<tr>
<td>DispWeaponsFinding</td>
<td>Primary or Selected Charge most recent Disposition Weapons Finding value</td>
<td>Text</td>
</tr>
<tr>
<td>DispSentenceToCommenceDate</td>
<td>Primary or Selected Charge most recent Disposition Sentence To Commence Date value. Format: MM/DD/YYYY</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 value. Format: MM/DD/YYYY</td>
<td>Text</td>
</tr>
<tr>
<td>DispCreditTimeServed</td>
<td>Primary or Selected Charge most recent Disposition Credit Time Served. FORMAT: (0) year(s) (1) month(s) (2) day(s)</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 value. Format: MM/DD/YYYY</td>
<td>Text</td>
</tr>
<tr>
<td>DispSupervisionStatusDate</td>
<td>Primary or Selected Charge most recent Disposition Supervision Status Date value. Format: MM/DD/YYYY</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>
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<td>------------</td>
</tr>
<tr>
<td>PleaPleaToFirstEnhancement</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>PleaPleaToSecondEnhancement</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 disposition 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>VictimFullNamesOrStateOfTexas</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 prose paragraphs. (To be used in place of the prose 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 its 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>
<tr>
<td>Token</td>
<td>Description</td>
<td>Token Type</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>ProseParagraphOne</td>
<td>Document token to insert charging language for primary charge (Count 1).</td>
<td>Token</td>
</tr>
<tr>
<td>MotionToDismissReason</td>
<td>Reason for motion to dismiss.</td>
<td>Text</td>
</tr>
<tr>
<td>MotionToDismissRefileFromCauseNumber</td>
<td>When the reason for motion to dismiss is &quot;The has been refiled&quot;, the case must be linked to another case from which it has been refiled.</td>
<td>Text</td>
</tr>
<tr>
<td>MotionToDismissRefiledFromCauseNumber</td>
<td>When the reason for motion to dismiss is &quot;The has been refiled&quot;, the case must be linked to another case from which it has been refiled.</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>
<td>Text</td>
</tr>
<tr>
<td>DefenseEmail</td>
<td>Defense attorney email</td>
<td>Text</td>
</tr>
<tr>
<td>DefenseAttorneyStreetAddress</td>
<td>Defense attorney address</td>
<td>Text</td>
</tr>
<tr>
<td>DefenseAttorneyState</td>
<td>Defense attorney state</td>
<td>Text</td>
</tr>
<tr>
<td>DefenseAttorneyZipCode</td>
<td>Defense attorney zip code</td>
<td>Text</td>
</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>
<td>Text</td>
</tr>
<tr>
<td>DefenseAttorneyStateBarId</td>
<td>Assigned defense attorney's state bar id</td>
<td>Text</td>
</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>
<td>Text</td>
</tr>
<tr>
<td>CurrentYear</td>
<td>Current year</td>
<td>Text</td>
</tr>
<tr>
<td>CurrentUserStateBarId</td>
<td>Assigned current user's state bar id.</td>
<td>Text</td>
</tr>
<tr>
<td>ProsecutorEmail</td>
<td>Prosecution attorney's email address</td>
<td>Text</td>
</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>
<td>Text</td>
</tr>
<tr>
<td>DefenseNameStandard</td>
<td>Defense attorney name in the standard format (first letter uppercase, rest lowercase)</td>
<td>Text</td>
</tr>
<tr>
<td>IncidentNumber</td>
<td>Incident number of the primary or selected charge</td>
<td>Text</td>
</tr>
<tr>
<td>BondAmount</td>
<td>Bond Amount of the primary or selected charge</td>
<td>Text</td>
</tr>
<tr>
<td>BondSuretyName</td>
<td>Bond Surety of the primary or selected charge</td>
<td>Text</td>
</tr>
<tr>
<td>BondCompanyId</td>
<td>Bond company id of the primary or selected charge</td>
<td>Text</td>
</tr>
<tr>
<td>BondType</td>
<td>Bond Type of the primary or selected charge</td>
<td>Text</td>
</tr>
<tr>
<td>BondNumber</td>
<td>Bond Number of the primary or selected charge</td>
<td>Text</td>
</tr>
<tr>
<td>BondCompany</td>
<td>Bond Company of the primary or selected charge</td>
<td>Text</td>
</tr>
<tr>
<td>BondDate</td>
<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>
<td>Text</td>
</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>
<td>Text</td>
</tr>
<tr>
<td>VictimEmployerStreetAddress</td>
<td>Victim employer street address of selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<tr>
<td>VictimEmployerCity</td>
<td>Victim employer city of selected victim of the case or the primary victim of the primary charge</td>
<td>Text</td>
</tr>
<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>
<tr>
<td>------------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>------------</td>
</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] If there is not victim, display 'State of Texas'</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>JNNumber</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>
</tbody>
</table>
## DUPAGE COUNTY ROLES AND RESPONSIBILITIES

<table>
<thead>
<tr>
<th>County Role</th>
<th>Utilization and Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Sponsoring Executive/project Director</td>
<td>Monthly status meetings and as escalation point for any SAO specific items</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>
</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>
</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>
</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>
</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>
</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>
</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>
</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
DuPage County

DUCS / TechShare Interfaces

Draft Revision Date: 09/13/2018
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**DuPage County TechShare/DUCS Interfaces- Exhibit H**

9/11/2018

Packet Pg. 614
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>
</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 -> alert initiated by DUCS
2. Case file info by case number -> request from TechShare
3. Defendant Info by case number -> request from TechShare
4. Arresting Info by Case number -> request from TechShare
5. Count info by case number -> request from TechShare
6. Bond info by case number -> request from TechShare
7. Future Court Schedules by case number -> request from TechShare
8. *caseInitiationCompleted* -> alert initiated by DUCS

**Notes:**
- *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:

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

```xml
<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:

```xml
<Counts
  CaseNumber="2016CM000573">
  <Count
    CaseTypeDriverCode="22943268"
    ComplaintNumber="16006976"
    CountNumber="0001"
    CountStatus="CLOSED"
    DefaultDescription="BATTERY - CAUSES BODILY HARM"
    IncidentNumber="354318"
    PrimaryCount="true"
    ReferenceCode="720 ILCS 5/12-3(a)(1)"
    ReportNumber="" />
  <Count
    CaseTypeDriverCode="22943270"
    ComplaintNumber="1657302"
    CountNumber="0002"
    CountStatus="CLOSED"
    DefaultDescription="BATTERY - MAKE PHYSICAL CONTACT OF AN INSULTING OR PROVOKING NATURE"
    IncidentNumber=""
    PrimaryCount="false"
    ReferenceCode="720 ILCS 5/12-3(a)(2)"
    ReportNumber="" />
</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>
  <Bond>
    <CaseNumber>2016CM000573</CaseNumber>
    <FileType>2018-07-01</FileType>
    <Description>MITTIMUS</Description>
    <Amount>10000.00</Amount>
    <ReleaseType></ReleaseType>
  </Bond>
  <Bond>
    <FileType>2018-07-08</FileType>
    <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>
```
PurposeCodeDescription="RETURN ON SUBPOENA DUces TECUM"
ScheduleValid="true" />
</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 DUces 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>
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

<table>
<thead>
<tr>
<th>Date</th>
<th>Code</th>
<th>Description</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/09/2016</td>
<td>0000</td>
<td>1640 CONTINUED BY PLAINTIFF/PROSECUTOR FOR ST...</td>
<td>09/13/2016</td>
<td>08:30 AM</td>
</tr>
<tr>
<td>09/09/2016</td>
<td>0000</td>
<td>1640 CONTINUED BY PLAINTIFF/PROSECUTOR FOR JUR...</td>
<td>11/07/2016</td>
<td>09:30 AM</td>
</tr>
<tr>
<td>07/13/2016</td>
<td>0000</td>
<td>9550 DOCUMENT SERVED - SUBPOENA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>07/11/2016</td>
<td>0000</td>
<td>9550 DOCUMENT SERVED - SUBPOENA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>06/23/2016</td>
<td>0000</td>
<td>60500 CASE JACKET</td>
<td></td>
<td></td>
</tr>
<tr>
<td>06/23/2016</td>
<td>0000</td>
<td>1640 CONTINUED BY DEFENDANT FOR JURY TRIAL</td>
<td>08/09/2016</td>
<td>09:30 AM</td>
</tr>
<tr>
<td>06/21/2016</td>
<td>0000</td>
<td>10320 ATTORNEY OF RECORD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>06/21/2016</td>
<td>0000</td>
<td>5690 NOTICE OF MOTION FOR MOTION</td>
<td></td>
<td></td>
</tr>
<tr>
<td>06/21/2016</td>
<td>0002</td>
<td>9380 INFORMATION</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Schedule Purpose Codes**
- APPOINT PUBLIC DEFENDER
- ARRAIGNMENT
- ATTORNEY
- BENCH TRIAL
- BOND FORFEITURE
- BOND REDUCTION
- BOND RETURN
- CASE MANAGEMENT
- CHECK
- CITATION
- CLOSE THE ESTATE
- CONFERENCE
- CONFERENCE AND SETTING
- DECISION
- DILIGENCE
- DISPOSITION
- EVALUATION
- FOR PAYMENT
- FOR POSTING
- FOR REPORT
- FOR SENTENCE
- FOR SETTING
- HEARING
- INITIAL SCHEDULE
- INTERVENTION
- JUDGMENT OF FORFEITURE
- JURY TRIAL
- MOTION
- MOTION TO EXPUNGE
- MOTION TO SUPPRESS
- MOTION TO VACATE
- NOTICE
- NSF CHECK
- ORDER
- PAPER
- PETITION
- PETITION TO REVOKE
- PLEA
- PLEA OR SETTING
- PRE-TRIAL CONFERENCE
- PRELIMINARY HEARING
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 ARRAIGNMENT
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). Is should be the same process as a caseCreated DUCs notification, invoke the series of DUCS InfoService requests.

<table>
<thead>
<tr>
<th>TechShare Info Requests series</th>
<th>Identifier:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Case Info by case number</td>
<td>-&gt; CourtFileInfoByCaseNumber</td>
</tr>
<tr>
<td>2. Defendant Info by case number</td>
<td>-&gt; DefendantInfoByCaseNumber</td>
</tr>
<tr>
<td>3. Arresting Case information</td>
<td>-&gt; ArrestingInfoByCaseNumber</td>
</tr>
<tr>
<td>4. Count info by count</td>
<td>-&gt; CountInfoByCaseNumber</td>
</tr>
<tr>
<td>5. Bond info by case number</td>
<td>-&gt; BondInfoByCaseNumber</td>
</tr>
<tr>
<td>6. Court Schedules by case number</td>
<td>-&gt; FutureCourtSchedulesByCaseNumberRule</td>
</tr>
</tbody>
</table>

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>XXXXXXXXXXXXXXX</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>xxxxxxxxxxxxx
xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
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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:
  - Case Number
  - Case Type – derived from the court no., (CF, CM, TR, DV, etc.)
  - Case year – first 4 bytes of the court no
  - Days in future
  - Purpose Code

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

Step2: 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:

```xml
<Dispositions CaseNumber="2016CM000573">
  <Disposition
    Active="Y"
    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="Y"
    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="Y"
    ActivityTypeCode="4100"
    CountNumber="0002"
    FileDate="2017-07-10"
    InstitutionType=""
    OrderingJudge="MCGIMPSEY AX"
    SentenceDays="0"
    SentenceHours="0"
    SentenceMonths="0"
    SentenceWeekends="0"
    SentenceWeeks="0"
    SentenceYears="0"
```

Packet Pg. 637
SentenceYears="1" />
<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
  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
  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" />
</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>Page</td>
<td>Description</td>
</tr>
<tr>
<td>------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td>810</td>
<td>DEFAULT JUDGMENT</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>

Attachment: TechShare Prosecutor 10-29-18 (JPS-R-0924-18 : Tarrant County and DuPage State's Attorney Office)
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

## 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>
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/wsd/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

Data Types 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>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>
This is the user in which who made the query for DUCS Audit Logs.

RemoteCMSUserProfileID

This is the user in which who made the query for DUCS Audit Logs.

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.DAV" 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.ADL" pageCount="1" />

    <Document contentType="9555" countNumber="" description="MISC DOCUMENT NOT SERVED" fileDate="2017-06-13" imageDocID="B17166AA.FK3" pageCount="3" />

    <Document contentType="9550" countNumber="" description="MISC DOCUMENT SERVED" fileDate="2017-06-05" imageDocID="B18065AA.UJR" pageCount="2" />

    <Document contentType="30074" countNumber="" description="CRIMINAL ACTION ORDER" fileDate="2017-04-11" imageDocID="B17101AA.BSC" pageCount="1" />
```
Table 4

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<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>
</tr>
</tbody>
</table>

No documents were found for the criteria provided.
<table>
<thead>
<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>
<tr>
<td>IM030</td>
<td>Invalid image document ID</td>
</tr>
<tr>
<td>IM040</td>
<td>Court File Security violation</td>
</tr>
<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>
</tr>
</tbody>
</table>
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
Procurement Review Checklist

This form must accompany all County Purchase Requisitions.

### New Purchase Order Request

<table>
<thead>
<tr>
<th>Date Submitted</th>
<th>Contract Term</th>
<th>Contract Total Amount</th>
<th>Requesting Dept.</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 26, 2018</td>
<td>12/1/2018-11/30/2019</td>
<td>$33,000.00</td>
<td>Judicial/Public Safety Committee</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:
- **Vendor:** Integrated Solutions Consulting  
  **Vendor #:** 12659
- **Attn:** John Rogan  
  **Email:** john.rogan@i-s-consulting.com
- **Address:** 3501 N. Southport Ave Suite 300
- **City:** Chicago  
  **State:** IL  
  **Zip:** 60657
- **Phone:** 773-383-7221  
  **Fax:** 877-684-0557

### Send Invoices To:
- **Dept:** DuPage County  
  **Division:** OHSEM
- **Attn:** Rich Hellman  
  **Email:** richard.hellman@dupageco.org
- **Address:** 418 N County Farm Rd
- **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187
- **Phone:** 630-407-2918  
  **Fax:** 630-682-7931

### Send Payments To:
- **Dept:** DuPage County  
  **Division:** OHSEM
- **Attn:** Rich Hellman  
  **Email:** richard.hellman@dupageco.org
- **Address:** 418 N County Farm Road
- **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187
- **Phone:** 630-407-2918  
  **Fax:** 630-682-7931

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

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

### PER 50 ILCS 505/1 Destination:

<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>CEMP Project -Maintenance and Licensing -Technical Support/ldnerades</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):

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**Packet Pg. 656**

**Attachment:** Integrated Solutions - Requisition (JPS-P-0295-18 : 2019 Integrated Solutions Consulting)
WASHINGTON D.C.

JUSTIFICATION FOR SOLE SOURCE

(PLEASE COMPLETE AND ATTACH TO PURCHASE REQUISITION)

REQUISITION # |
---|---|---
MANUFACTURER | Integrated Solutions Consulting |
PRODUCT # |

DEPARTMENT | OHSEM

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 manufacturer's 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 |
PHONE | 773-383-7221 |
CONTACT | John Rogan |
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 |
PURCHASING REVIEW |
DATE | 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. Darin, 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)

DuPage County OHSEM 26

Addison, Village of 36
Bartlett, Village of 51
Bensenville, Village of 53
Bloomingdale, Village of 54
Burr Ridge, Village of 56
Carol Stream, Village of 57
Clarendon Hills, Village of 58
Darien, City of 59
Downers Grove, Village of 60
Elmhurst, City of 62
Glen Ellyn, Village of 64
Glendale Heights, Village of 63
Hanover Park, Village of 65
Hinsdale, Village of 39
Itasca, Village of 66
Lemont, Village of 67
Lisle, Village of 68
Lombard, Village of 69
Naperville, City of 41
Oak Brook, Village of 70
Oakbrook Terrace, City of 71
Roselle, Village of 72
Villa Park, Village of 75
Warrenville, City of 76
Wayne, Village of 77
West Chicago, City of 78
Westmont, Village of 79
Wheaton, City of 40
Willowbrook, Village of 80
Winfield, Village of 49
Wood Dale, City of 81
Woodridge, Village of 82

*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 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 it 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>
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<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>
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<tr>
<td>---------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------------</td>
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<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>
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</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>Product Comparison</th>
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<tbody>
<tr>
<td>MS SharePoint</td>
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</table>


<table>
<thead>
<tr>
<th>Allows Attachments/Links</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Promotes Collaboration</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Valuable Planning Tool</td>
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<td></td>
<td></td>
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<tr>
<td>Valuable Response Tool</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Emergency Management / Public Health Specific Product</td>
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<tr>
<td>CEMP Integration</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Facilitates Education, Training, and Exercising</td>
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</tbody>
</table>
Required Vendor Ethics Disclosure Statement

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

Company Name: Integrated Solutions Consulting
Contact Phone: 773-383-7221

Company Contact: John Rogan
Contact Email: john.rogan@i-s-consulting.com

Bid/Contract/PO #: 

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 contract or 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Email</td>
</tr>
</tbody>
</table>

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

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

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

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

Authorized Signature

Printed Name
John Rogan

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

<table>
<thead>
<tr>
<th>Vendor: Integrated Solutions Consulting</th>
<th>Vendor #: 12659</th>
<th>Contract Term: 12/1/18 - 11/30/19</th>
<th>Contract Total: $33,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: OHSEM</td>
<td>Contact: Rich Hellman</td>
<td>Phone: 630-407-2918</td>
<td>Assigned Committee: IPS</td>
</tr>
</tbody>
</table>

### 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
- [ ] 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)
- [X] 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>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RH</td>
<td>Oct 16, 2018</td>
<td>□ □ □ □ □ □ □ □ □ □ □ □ □</td>
<td>10/9/18</td>
<td>□ □ □ □ □ □ □ □ □ □</td>
<td>10/31/18</td>
</tr>
</tbody>
</table>

### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Prodctive Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
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<td>10-31-18</td>
<td>□ □ □</td>
<td>10-31-18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
<th>Chairman's Office (Decision Memos Over $25,000)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ □ □</td>
<td>10-31-18</td>
<td>□ □ □</td>
<td>10-31-18</td>
</tr>
</tbody>
</table>

Date: MinuteTraq (IQM2) ID #: 13794

Rev 1.8
9/11/17

Packet Pg. 675
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 Latent 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
**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>
<th>SHERIFF'S OFFICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 15, 2018</td>
<td>$44,790.00</td>
<td></td>
<td>SHERIFF'S OFFICE</td>
<td></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
- **Vendor #:**
- **Attn:** Cindy Taylor
- **Email:** cindy.taylor@necam.com
- **Address:** 3929 W. John Carpenter Freeway
- **City:** Irving
- **State:** TX
- **Zip:** 75063
- **Phone:** 916.463.7070

### Send Invoices To:
- **Attn:** Cindy Taylor
- **Email:** cindy.taylor@necam.com
- **Address:** 501 N. County Farm Road
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 916.463.7070

### Send Payments To:
- **Attn:** Cindy Taylor
- **Email:** cindy.taylor@necam.com
- **Address:** 501 N. County Farm Road
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 916.463.7070

### Ship To:
- **Vendor:** NEC Corp. of America
- **Vendor #:**
- **Attn:** Claire Dragovich
- **Email:** claire.dragovich@dupagesheriff.org
- **Address:** 3929 W. John Carpenter Freeway
- **City:** Irving
- **State:** TX
- **Zip:** 75063
- **Phone:** 916.463.7070

### PO 20 Delivery Date

<table>
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<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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<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>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td>Onsite IBW Latent Training for 2</td>
<td></td>
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<td></td>
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<td>5,290.00</td>
<td>5,290.00</td>
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<td>3</td>
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</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):

---

**Packet Pg. 678**
# 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**  
**Contract Term:**  
**Contract Total:** $44,790.00  
**Dept:** Sheriff's Office  
**Contact:** Claire Dragovich  
**Phone:** 630.407.2101  
**Assigned Committee:** JPS

---

**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(5) (attach Sole Source Justification form)
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  - [ ] 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)
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  (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>
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</thead>
<tbody>
<tr>
<td>Prepared By</td>
<td>Date</td>
<td>Recommended for Approval</td>
<td>IT Approval, if required</td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>10-19-18</th>
<th>10-22-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>Procurement Officer</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>10-20-18</th>
<th>Chairman's Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>(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,

Signature on File

Greg Uher
Directory, Customer Service and Support
JUSTIFICATION FOR SOLE SOURCE

(PLEASE COMPLETE AND ATTACH TO PURCHASE REQUISITION)

<table>
<thead>
<tr>
<th>REQUISITION #</th>
<th>DEPARTMENT</th>
<th>PRODUCT #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Sheriff's Office - Crime Lab</td>
<td></td>
</tr>
<tr>
<td>MANUFACTURER</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)

Signature on File

Signature on File

DEPARTMENT APPROVAL DATE

PURCHASING REVIEW DATE

Packet Pg. 681
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: NEC Corporation of America</th>
<th>Company Contact: Cindy Taylor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 916.463.7070</td>
<td>Contact Email: <a href="mailto:cindy.taylor@necam.com">cindy.taylor@necam.com</a></td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:
[http://www.dupageco.org/CountyBoard/Policies/](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: 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)
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>
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<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>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.
 Packet Pg. 685

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 remedial 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 implication, tacit or written purchase order. 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 or 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").

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 at 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 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 the services are provided to customer. If necessary, NEC is required to take such 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 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, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF, 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 demands, claims, actions, proceedings, losses, damages, liabilities, costs 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: (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'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 service(s), (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) customer's equipment or software that is not compatible with the NEC equipment or NEC software, (d) use of software and/or Services in conjunction with the equipment, but which was not supplied by NEC, or (e) 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 specifications and requirements set forth, and for the period stated or incorporated, in the applicable Order. Additional warranty terms may be mutually agreed upon under 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 "AS IS" AND "IN THE ENTIRE AS TO THE QUALITY AND PERFORMANCE OF EACH NEC SOFTWARE PRODUCT SHALL BE, WITH CUSTOMER EXCEPT AS SPECIFICALLY PROVIDED HEREIN OR OTHERWISE AGREED TO BY THE PARTIES, IN WRITINGS, NEC DISCLAIMS 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 HEREBY. THE CUSTOMER'S SOLE REMEDY IN THE EVENT OF A DEFAULT IS TO RETURN THE PRODUCT AND NECE TO BE REFUNDED THE PURCHASE PRICE. NEC SPECIFICALLY 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 (a) to 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, sublicense, rent, lease, permit access to, or use of, or otherwise transfer any NEC software product to any other third-party and specifically to third-party 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 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 (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 Licensed Customers under the terms of an End User license agreement containing terms that are generally protective of NEC as set forth herein. Customer shall make reasonable efforts to ensure that 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 (except to the extent allowed by law) 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/or 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 Restricted 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 (c) (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 commercial computer software documentation subject to the terms of this Agreement as specified in 48 CFR 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 47 CFR 12.212 (Computer Software) and 47 CFR 12.211 (Technical Data) of the Federal Acquisition Regulations (FAR) and its successors. If acquired by or on behalf of any agency within the Department of Defense (DOE), 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 52.227-1014(a). (1) 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-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 (i) 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 license 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 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)
- Or, if 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/pitablelist.asp

Unverified List: http://www.bis.doc.gov/foreigntonomous/unverifiedlist/unverified_parties.html


Specially Designated Nationals List: http://www.treas.gov/offices/enforcement/ofac/sdnlist1116.pdf

Debarred List: http://www.pm.citic.state.gov/complain/caldebar.html

Nonproliferation Sanctions: http://www.state.gov/t/isn/c1523.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 identity 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.

Attachment: NEC - Quote (JPS-P-0296-18 : NEC Corporation of America)
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 Product.

16. DELIVERY Unless otherwise agreed in writing, NEC Products shall be 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, 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.
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>IntegralD 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.
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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 in writing, all payments are due 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 permitted rate allowed by law. Unpaid amounts, NEC's provision of products and services are 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 credit is extended. In the event that NEC is required 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 that has purchased and licensed software from NEC and customer 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 OR OTHER LICENSEES OR OWNERS WILL IN ANY CIRCUMSTANCE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR DATA, INDIRECT INJURY, SPECIAL 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 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 claims, demands, proceedings, losses, damages, liabilities, costs and 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. Such costs shall be incurred only if use of equipment, software, and/or services is 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, (c) provide for a substantially equivalent product, and (d) refund to customer the purchase price of the product involved. Any such action taken by NEC shall be final unless customer approves or disapproves such action within ten (10) days after notification is given. 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 not contemplated by this Agreement and/or any Software or software used by customer in conjunction with the equipment, but which was not supplied by NEC, or (c) commercial merchandise available on the open market or it's 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 manuals supplied to the customer for the period stated in the applicable Order. NEC is not responsible for the proper installation, operation, or maintenance of any equipment for which NEC is not the original manufacturer or supplier. The warranties set forth above shall be subject to the terms and conditions of sale set forth in the applicable Order. NEC makes no warranties, express or implied, with respect to software provided to the customer, other than the warranties set forth in the applicable End User License 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 quote ("Specified Purpose").

7. LICENSE RESTRICTIONS. In addition to the terms stated in Section 6, customer shall not make copies of any NEC software product for any purpose. For purposes of this Section, copies include versions or copies not specifically intended for the purposes of this Agreement. The resale, transfer, assignment, or disclosure of any NEC software product, or its corresponding documentation, in whole or in part, is prohibited and customer agrees not to do so.

8. LIMITATIONS ON LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEC'S ENTIRE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) AND CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY OR ANY OTHER CLAIM BASED UPON THE SALE OR PERFORMANCE OF THE NEC SOFTWARE PRODUCT IS THE REPAIR OR REPLACEMENT OF THE NEC SOFTWARE PRODUCT (AT NEC'S OPTION) THAT IS RETURNED TO NEC, FREE OF DEFECTS.

9. TERMINATION. Either party may terminate this Agreement upon sixty (60) days written notice to the other party. Termination shall become effective upon the date specified in the notice. The provisions of Sections 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 26 shall survive termination of this Agreement.

10. Governing Law. This Agreement shall be governed by the laws of the State of New York, and without giving effect to any choice of law principles (whether of the State of New York or any other jurisdiction), shall be construed in accordance with the laws of the State of New York. This Agreement may only be amended or supplemented in writing signed by both parties.

11. Severability. If any provision of this Agreement, or any part thereof, is held to be illegal, invalid, or unenforceable under any present or future law, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remaining provisions or parts thereof, and the parties agree to substitute a provision or part thereof which is legal, valid and enforceable and accomplishes the intent and purpose of the provision or part thereof, as nearly as possible, that part which is held to be illegal, invalid, or unenforceable.

12. Entire Agreement. This Agreement, including any Addenda hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations and agreements, whether oral or written, including any prior quotations or proposals of the parties. No modification of this Agreement shall be effective unless made in writing and signed by an authorized representative of each party.

13. No Waiver. No waiver of any provision of this Agreement or any right hereunder shall be effective unless in writing and signed by an authorized representative of the waiving party.

14. Governing Language. This Agreement is written in the English language, and the English language version of this Agreement shall prevail in the event of any conflict with any other language version of this Agreement.

15. Compliance with Export Laws. Customer agrees to comply with all applicable export laws and regulations, including without limitation the Export Administration Regulations and the regulations of the agency responsible for the enforcement of the United States Export Administration Act.

16. Binding Effect. This Agreement may not be assigned by either party without the prior written consent of the other party. The obligations of the parties to this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

17. Governing Language. This Agreement is written in the English language, and the English language version of this Agreement shall prevail in the event of any conflict with any other language version of this Agreement.

18. Governing Language. This Agreement is written in the English language, and the English language version of this Agreement shall prevail in the event of any conflict with any other language version of this Agreement.

19. Governing Language. This Agreement is written in the English language, and the English language version of this Agreement shall prevail in the event of any conflict with any other language version of this Agreement.

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This Agreement may only be amended or supplemented in writing signed by both parties.
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 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 ensure that 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 (except to the extent allowed by local laws 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/or 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 Restricted 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 (c)(i) and (c)(ii) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19. If acquired by or on behalf of a civilian agency, 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 227.7202-3 of the DFAR Supplement to the FR. 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 227.7202-3 of the DOD FAR Supplement ("DFAR") and its successors. If acquired by or on behalf of any agency within the Department of Defense, the Software was developed entirely at private expense. The Software licensed under this Agreement is "commercial computer software" as the term is defined in 48 CFR 227.7202-3, (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- monetary provisions of this Agreement (provided, however, that such breach, 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 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 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 or other countries. Customer shall comply with such laws and regulations and agree 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. embargued 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/pdflibid.html
Unverified List:
http://www.bis.doc.gov/enforcement/unverifiedlist/unverified_parties.html

Entity List:
Specially Designated Nationals List:
http://www.treasury.gov/offices/enforcement/ofisdn/index.html
Non-proliferation Sanctions:
http://www.state.gov/j/ct/cting02/12197.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 restrained 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 delay 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 NEC 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, 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 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
# PROCUREMENT REVIEW CHECKLIST
## REQUISITION
This form must accompany all County Purchase Requisitions.

## NEW PURCHASE ORDER REQUEST

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<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
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## SOLICITATION METHOD FOR SOURCE SELECTION

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<td>County Board</td>
<td>Pending</td>
<td>11/13/2018 10:00 AM</td>
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**Purchase Requisition**  
Procurement Services Division

**Send Purchase Order To:**  
Vendor: HOV Services  
Vendor #: 12100  
Attr: 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 Invoices To:**  
Dept: Circuit Court Clerk  
Division: Accounting  
Attr: Julie Ellefsen  
Email: julie.ellefsen@18thjudicial.org  
Address: 505 N County Farm Rd  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-407-8590  
Fax:  

**Send Payments To:**  
Vendor: HOV Services  
Vendor #: 12100  
Attr: Amy Raines  
Email: amy.raines@exelatech.com  
Address: 9659 N Sam Houston Parkway East, Suite 150 Box 170  
City: Humble  
State: TX  
Zip: 77366  
Phone: 713-685-8250  
Fax:  

**Ship To:**  
Vendor: HOV Services  
Vendor #: 12100  
Attr: Julie Ellefsen  
Email: julie.ellefsen@18thjudicial.org  
Address: 505 N County Farm Rd  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-407-8590  
Fax:  

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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):
# 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>
<thead>
<tr>
<th>Description</th>
<th>Tag #</th>
<th>Serial #</th>
</tr>
</thead>
<tbody>
<tr>
<td>KODAK i1860 SCANNER</td>
<td>36252-16018</td>
<td>45707254</td>
</tr>
</tbody>
</table>

**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

---

Service Location: 16018

Customer Code: DUPAG01

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

Authorized HOV Services Representative

Date 12/01/2018
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 #: 42015CONSVR
Type: Amount: $23,850.00
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
KODAK i1860 SCANNER

Tag # Serial #
36263-16018 45706016
36262-16018 45706019

Covered Services
On-Site Support/Labor
Parts
Phone Support

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

Ordered Service:
16018

Your Purchase Order Number: Customer Code: DUPAG01
Signature: Printed Name: Kevin Vaske

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
9859 N. Sam Houston Parkway East, Suite 150, Box # 170
Humble, TX 77396
Fax: 713-957-4858

Signature on File
Authorized HOV Services Representative
Date 12/01/2018

Attachment: HOV - Agreement - i1860 Scanner - Circuit Court Clerk (JPS-P-0297-18 : HOV Services)
## 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: HOV Services</th>
<th>Vendor #: 12100</th>
<th>Contract Term: 12/01/18-11/30/19</th>
<th>Contract Total: $35,775.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Circuit Court Clerk</td>
<td>Contact: Kevin Vaske</td>
<td>Phone: 630-407-8647</td>
<td>Assigned Committee: JPS</td>
</tr>
</tbody>
</table>

### 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 # ________________

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

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

#### REVIEWED BY (Initials Only)

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

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10-30-18</td>
<td></td>
<td>10-31-18</td>
</tr>
</tbody>
</table>

#### FORM OPTIMIZED FOR ADOBE 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 chair, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, “contractor or vendor” includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

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

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

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

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

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

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

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

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

Authorized Signature

Printed Name: Suresh Yannamani

Title: President

Date: 09/26/2018

09.27.2018

Packet Pg. 700
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
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 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
- **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

#### Payment Terms:
- **PER 50 ILCS 505/1**
- **Use for:** PO25 only

#### F.O.B.:
- **Destination:**

#### Ship To:
- **Vendor:** Galls, LLC
- **Vendor #:** 10401
- **Attn:**
- **Address:** 1340 Russell Cave Road
- **City:** Lexington
- **State:** KY
- **Zip:** 40505
- **Phone:** 866-673-7643

#### Payment Terms:
- **Use for:** Contract Administrator

### 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>
</tr>
</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>2</td>
<td>36</td>
<td>EA</td>
<td>BP634 Male 5x8</td>
<td>Paraclete speed plate Male 5x8</td>
<td>19</td>
<td>1100</td>
<td>1212</td>
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<td>15</td>
<td>EA</td>
<td>BP634 Female 5x7</td>
<td>Paraclete speed plate Female 5x7</td>
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<td>1100</td>
<td>1212</td>
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<td>1,156.50</td>
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<td>51</td>
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<td>SD65L3BVOP</td>
<td>PACA/Point Blank S-PL3 Spike Level 3 Stab Vest</td>
<td>19</td>
<td>1100</td>
<td>1212</td>
<td>52000</td>
<td></td>
<td>538.10</td>
<td>27,443.1C</td>
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<td></td>
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<td></td>
<td></td>
<td>0.00</td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total:** $67,969.2C

### 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. 703**
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions.

Attach Required Vendor Ethics Disclosure Statement.

### Vendor Information
- **Vendor**: Galls, LLC
- **Vendor #:** 10401
- **Dept:** SHERIFF'S OFFICE
- **Contact:** Colleen Zbilski
- **Phone:** 630-407-2122

### 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)): **1100-1272-52000**

### 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
  - GSA Government Services Administration # GS-07F-0157M
- ☑ 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:** Aaron Jacobs
- **Date:** Oct 2, 2018

### REVIEWED BY (Initials Only)
- **Buyer:** [Initials]
  - **Date:** 10-23-18
  - **Procurement Officer:** [Initials]
  - **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:**

---

**Packet Pg. 704**
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
Required Vendor Ethics Disclosure Statement

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

Bid/Contract/PO #: 

Date: Oct 16, 2018

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>
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</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>
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</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: R. Michael Andrews Jr.
Title: CFO
Date: Oct 16, 2018

Page 1 of 1 (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.

<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>
</tr>
</tbody>
</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  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: 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 Contract Administrator  
Contract Start Date  
Contract End Date  
Use for PO25 only

**Ship 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:  
PO 20 Delivery Date

**Item Detail**  
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<th>Qty</th>
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<th>Item Detail (Product #)</th>
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<th>Acct #</th>
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**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):
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
Contract Term: 12/01/18-11/30/19
Contract Total: $30,000.00

Dept: Circuit Court Clerk
Contact: Kevin Vaske
Phone: 630-407-8647

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
Oct 15, 2018
Recommended for Approval
10-16-18
Recommended for Approval
10-25-18

Reviewed by (Initials Only)

Buyer
Date
Procurement Officer
Date

Chairman’s Office
Date

Chief Financial Officer
(Decision Memos Over $25,000)
Date
(Decision Memos Over $25,000)
Date
Decision Memo
Procurement Services Division

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

Date: Oct 15, 2018
MinuteTraq (IQM2) ID #: 13719
Department Requisition #: 

<table>
<thead>
<tr>
<th>Requesting Department: Circuit Court Clerk</th>
<th>Department Contact: Julie Ellefsen</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:julie.ellefsen@18thjudicial.org">julie.ellefsen@18thjudicial.org</a></td>
<td>Contact Phone: 630-407-8579</td>
</tr>
<tr>
<td>Vendor Name: 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.

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 Clerks 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.

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

[Signature on file]

Printed Name

[Signature]

Title

Executive Director - Contract Mgmt

Date

[Signature]

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
DU PAGE COUNTY BOARD

Attest: _______________________________
PAUL HINDS, COUNTY CLERK
# PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE SUBMITTED</td>
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<tr>
<td>CONTRACT AMOUNT</td>
</tr>
<tr>
<td>CONTRACT TERM</td>
</tr>
<tr>
<td>REQUESTING DEPT.</td>
</tr>
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**SOLICITATION METHOD FOR SOURCE SELECTION**

- **Decision Memo Required**: Professional Services Excluded per 50 ILCS 510 (Architects, Engineers & Land Surveyors)

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<thead>
<tr>
<th>Name</th>
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<td>Sharon Donald</td>
<td>Completed</td>
<td>10/25/2018 2:37 PM</td>
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<td>John Schow</td>
<td>Completed</td>
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<td>Tom Cuculich</td>
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<td>10/31/2018 10:23 AM</td>
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<td>Kathy Ostrowski</td>
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<td>County Board</td>
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<td>11/13/2018 10:00 AM</td>
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</tbody>
</table>

- Finance Committee
- County Board

[14.G]
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: Northeast DuPage Youth and Family Services
Vendor #: 13227
Contract Term: 12/1/2018-11/30/2019
Contract Total: $45,000.00

Dept: Probation and Court Services
Contact: Sharon Donald
Phone: 630-407-8413

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
☐ Budget Transfer (Date) Add'l Information

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

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

PREPARED BY AND APPROVAL(S) (Initials Only)

Katherine Thompson
Date
Recommended for Approval
Katherine Thompson
Date
IT Approval, if required

REVIEWED BY (Initials Only)

Buyer
Date
Procurement Officer
Date

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

Packet Pg. 715
## 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 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:** 630-693-7934

**Send Invoices To:**
- **Dept:** Probation and Court Services
  - **Division:** Juvenile Probation
- **Attn:** Sharon Donald
  - **Email:** sharon.donald@dupageco.org
- **Address:** 421 N. County Farm Road
  - **City:** Wheaton
  - **State:** IL
  - **Zip:** 60187
  - **Phone:** 630-407-8413
  - **Fax:** 630-407-2502

**Send To:**
- **Dept:** Probation and Court Services
  - **Division:** Juvenile Probation
- **Attn:** Sharon Donald
  - **Email:** sharon.donald@dupageco.org
- **Address:** 421 N. County Farm Road
  - **City:** Wheaton
  - **State:** IL
  - **Zip:** 60187
  - **Phone:** 630-407-8413
  - **Fax:** 630-407-2502

### Payment Terms
- **F.O.B.**
- **PO 20 Delivery Date**
- **Requisitioner**
- **PER 50 ILCS 505/1**
- **Destination**

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<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
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<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
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**Requisition Total:** $ 45,000.00

### Header Comments

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

### Special Instructions/Comments to Buyer or Approver

(These comments will NOT appear on the Purchase Order):

### User Department Internal Notes

(These comments will NOT appear on the Purchase Order):
Decision Memo

Procurement Services Division

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

Requesting Department: Probation and Court Services

Contact Email: sharon.donald@dupageco.org

Vendor Name: Northeast DuPage Family and Youth Services

Date: Oct 23, 2018

MinuteTraq (IQM2) ID #: 13753

Department Requisition #: ________________

Department Contact: Sharon Donald

Contact Phone: 630-407-8413

Vendor #: 13277

---

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.

Quality of Life

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.

Date: 9/17/18

Bid/Contract/PO #: ____________________________

Company Name: Northeast DuPage Family and Youth Services  Company Contact: Shannon Hartnett
Contact Phone: 630-693-7934  Contact Email: shartnett@addison-il.org

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 contractor 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>
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</table>

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

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

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

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

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

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

http://www.dupageco.org/CountyBoard/Policies/

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

Signature on File

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...
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 telecopied 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: DuPage 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

Packet Pg. 723
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: ____________________________
   JOHN SCHOW
   DIRECTOR

NORTHEAST DUPAGE FAMILY AND YOUTH SERVICES
By: ____________________________
   SHANNON HARTNETT
   EXECUTIVE DIRECTOR

SIGNATURE ON FILE
SIGNATURE ON FILE

Packet Pg. 724
### 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>Contract Date</td>
</tr>
<tr>
<td><strong>SPARCS GROUP SERVICE AGREEMENT</strong></td>
<td><strong>December 1, 2018</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>County’s Project Manager</th>
<th>Contractor’s Project Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>JENNIFER HESS</strong></td>
<td><strong>SHANNON HARTNETT</strong></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.

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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.

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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.

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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.

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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 teledepied 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: John Schow
DIRECTOR

NORTHEAST DUPAGE FAMILY AND YOUTH SERVICES
By: 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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<tbody>
<tr>
<td>Contract Name</td>
<td>County’s Project Manager</td>
</tr>
<tr>
<td>STEP UP GROUP SERVICE AGREEMENT</td>
<td>JENNIFER HESS</td>
</tr>
<tr>
<td>Contract Date</td>
<td>Contractor’s Project Manager</td>
</tr>
<tr>
<td>December 1, 2018</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 “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.
Requisition 25k and over

JPS-P-0301-18

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 TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
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<td>October 24, 2018</td>
<td>12/1/18 - 11/30/19</td>
<td>$208,000.00</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

<table>
<thead>
<tr>
<th>Vendor: DuPage County Health Dept</th>
<th>Vendor #: 19161</th>
<th>Contract Term: 12/1/2018 - 11/30/2019</th>
<th>Contract Total: $208,000.00</th>
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</thead>
<tbody>
<tr>
<td>Dept: Probation &amp; Court Services</td>
<td>Contact: Sharon Donald</td>
<td>Phone: 630-407-8413</td>
<td>Assigned Committee: Judicial/Public</td>
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</table>

**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 # __________ Add'l Information __________
- [ ] RENEWAL, Enter Bid # __________ Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (d) IT/Telecom purchases under $35,000.00
- [ ] PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (c) not suitable for competitive bidding. Explain below:

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

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

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<th>Prepared By</th>
<th>Oct 24, 2018</th>
<th>Recommended for Approval</th>
<th>Oct 24, 2018</th>
<th>IT Approval, if required</th>
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**REVIEWED BY (Initials Only)**

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<tr>
<th>Buyer</th>
<th>10-30-18</th>
<th>Procurement Officer</th>
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<tbody>
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<td>10-30-18</td>
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</table>

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

Chairman’s Office
(Decision Memos Over $25,000)
## Purchase Requisition

**Procurement Services Division**

### Send Purchase Order To:
- **Vendor:** DuPage County Health Dept  
- **Vendor #:** 19161  
- **Attn:** Karen Ayala  
- **Email:** kayala@dupagehealth.org  
- **Address:** 111 N. County Farm Road  
- **City:** Wheaton  
- **State:** IL  
- **Zip:** 60187  
- **Phone:** 630-682-7979  
- **Fax:**

### Send Invoices To:
- **Dept:** Probation & Court Services  
- **Division:** SNAP & MICAP Program  
- **Attn:** Sharon Donald  
- **Email:** sharon.donald@dupageco.org  
- **Address:** 503 N. County Farm Road  
- **City:** Wheaton  
- **State:** IL  
- **Zip:** 60187  
- **Phone:** 630-407-8413  
- **Fax:** 630-407-8501

### Send Payments To:
- **Vendor:** DuPage County Health Dept  
- **Vendor #:** 19161  
- **Attn:** Karen Ayala  
- **Email:** kayala@dupagehealth.org  
- **Address:** 111 N. County Farm Road  
- **City:** Wheaton  
- **State:** IL  
- **Zip:** 60187  
- **Phone:** 630-682-7979  
- **Fax:**

### Send Payments To:
- **Vendor:** DuPage County Health Dept  
- **Vendor #:** 19161  
- **Attn:** Karen Ayala  
- **Email:** kayala@dupagehealth.org  
- **Address:** 111 N. County Farm Road  
- **City:** Wheaton  
- **State:** IL  
- **Zip:** 60187  
- **Phone:** 630-682-7979  
- **Fax:**

### Ship To:
- **Dept:** Probation & Court Services  
- **Division:** SNAP & MICAP Program  
- **Attn:** Sharon Donald  
- **Email:** sharon.donald@dupageco.org  
- **Address:** 503 N. County Farm Road  
- **Room:**  
- **City:** Wheaton  
- **State:** IL  
- **Zip:** 60187  
- **Phone:** 630-407-8413  
- **Fax:** 630-407-8501

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

### 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 (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):
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 outlines 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 participants.

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.
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 24, 2018

Company Name: DuPage County Health Department
Contact Phone: 630-682-7400
Company Contact: Karen Ayala
Contact Email: kayala@dupagehealth.org

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>
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<th>Amount/Value</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.

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

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<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 bid</th>
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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: 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
DUPAGE COUNTY BOARD

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

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

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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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<th>Division: Security</th>
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<td>Attn: Keith Briggs</td>
<td>Email: <a href="mailto:keith.briggs@dupageco.org">keith.briggs@dupageco.org</a></td>
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<td>Address: 91 N. Mitchell Ct.</td>
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<td>Address: 421 N. County Farm Rd.</td>
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<tr>
<td>Phone: 1-708-948-1100</td>
<td>Fax: 630-948-1150</td>
<td>Phone: 630-407-5225</td>
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<td>8,173.60</td>
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<tr>
<td>14</td>
<td>4</td>
<td>EA</td>
<td>Prep Lab</td>
<td>Pre-site Preparation Labor</td>
<td>18</td>
<td>6000</td>
<td>1950</td>
<td>54010</td>
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<td>1950</td>
<td>54010</td>
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<td>12,000.00</td>
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</table>

**Requisition Total**: $88,945.61

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

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FORM OPTIMIZED FORACROBAT AND ADOBE READER VERSION 9 OR LATER

Rev 1.5
07/13/17

Packet Pg. 756
**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):
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: OHSEM/Security</th>
<th>Department Contact: Keith J. Briggs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:keith.briggs@dupageco.org">keith.briggs@dupageco.org</a></td>
<td>Contact Phone: 630-407-5225</td>
</tr>
<tr>
<td>Vendor Name: Johnson Controls</td>
<td>Vendor #:</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 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
**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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</thead>
<tbody>
<tr>
<td>Dept: OHSEM/Security</td>
<td>Contact: Keith J. Briggs</td>
<td>Phone: 630-407-5225</td>
<td>Assigned Committee: JPS</td>
</tr>
</tbody>
</table>

**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)): 18-6000-1950-54010-0000
- 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 (30ILCSS525)
- Explanations of Request for Proposal RFP # (include Evaluation Summary if applicable)
- RENEWAL of RFP #
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID #

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
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**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
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<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
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<th>Chairman's Office (Decision Memos Over $25,000)</th>
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<td></td>
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</table>
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

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

Access Control

<table>
<thead>
<tr>
<th>QTY</th>
<th>MODEL NUMBER</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXT. PRICE</th>
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<tbody>
<tr>
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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.

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.

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>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXT. PRICE</th>
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<td>PREP LAB</td>
<td>PRE-SITE PREPARATION LABOR</td>
<td>70.83</td>
<td>283.32</td>
</tr>
</tbody>
</table>

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.

Fire, Security, Communications, Sales & Service

Offices & Representatives in Principal Cities throughout North America
Johnson Controls Quotation

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.

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America
Johnson Controls Quotation

Comments (continued)

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. 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 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 revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement. If Customer fails to make any payment when due, or to other any rights and remedies available, 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 a 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 when 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 is less than the number to be 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 imposed 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 modified 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 pricing 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 local 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 if 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 provided hereunder, 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 ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS, OR FOR ANY OTHER CLAIM RELATED TO THE EQUIPMENT OR SERVICES PROVIDED HEREUNDER, COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE 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 rights 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 in defense against, response to, or recovery from such Act 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 limited to normal working hours of normal working days (8:00 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 list of services identified ("Covered System(s)"). The Company shall promptly notify Company of any malfunction in the Covered System(s) for which Customer will be responsible. This Agreement assumes the Covered 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. Should such repair work be declined Company will be relieved from all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERNAL TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

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, etc., and maintain a safe working environment. Customer's credit file shall be accepted. Where wet pipe system is installed, Customer 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. Should such repair work be declined Company will be relieved from all and any liability arising therefrom. Customer shall further:

- supply required schematic drawings and blueprints unless they are to be supplied 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) are operational or any system identified by Company as soon as possible under the circumstances;
- provide Company access to any system(s) to be serviced;
- Comply with all laws, codes, and regulations pertaining to the equipment and/or 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 wet, quicksand, rock or other unforeseen condition or obstruction encountered or sharing required.

10. Structure and System Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under no liability for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected 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 hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including ladders), other materials, floor or suitable working base, connections and facilities for eruption at the time the materials are delivered. In the event Customer fails

14.1.d
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

Johnson Controls

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 areas available to Company during performances 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 operating practices.

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, the best of Customer’s knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, radiation protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surfaces 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 area where the 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 disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, 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 harmless Company 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. Insurance. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for any 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. Change Orders. Additions, 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 so as 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 by 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 the cost of delivery, unloading and re-delivery of the Equipment and any other additions, deletions or changes to the Equipment and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for any defects in the Equipment, for failure to perform all or any part of the Services, for delivery delays, and otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after 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 against Company arising hereunder shall be deemed waived if not resolved by 72 hours prior written notice is given to Company to correct any alleged deficiencies which are allegedly necessary to correct the failures and unless such alleged deficiencies are solely and directly caused by Customer.

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 allegedly necessary to correct the failures.

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 of this Agreement. In the event that Company’s sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether 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 material breach of this Agreement.

21. Report. Any reports required under this Agreement shall be submitted to Customer within 30 days of the event.

22. Limited Warranties. In so far as limitations under the headings below apply, 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 or all or any part of the Covered System(s) or 18 months after Equipment shipment, whichever is earlier. Provided however, that Company’s sole liability, and Customer’s sole remedy, under this limited warranty for any defects in 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 replaceable items, including, but not limited to, video and print kits, optical, camera, video monitor displays, batteries, and certain other products in accordance with the applicable manufacturer’s warranty. Company does not warrant designs and在现场. If any part of any Equipment described in this Agreement, will remain the sole responsibility of Customer and prices, delivery and completion dates shall be changed by Company as may be required.

23. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, claims, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all 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 such hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to the Agreement, and its equivalent; and the tort (including but not limited to active or passive negligence), strict liability or otherwise. Customer reserves the right to select counsel to represent it in any such action.

24. Insurance. Customer shall name Company, its officers, employees, agents, assigns, subcontractors, suppliers, 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, Customer should 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 of the price of products or equipment returned.

Customer may terminate this Agreement immediately at its sole discretion in the occurrence of any event as defined above 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
Customer's premises or unavailability of parts.

25. 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 may 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 this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1% 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.

26. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct work, and any adjustments, changes, 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 microbially 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. 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 vendors, 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 of 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, less an 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 herein 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.

Offered By: Johnson Controls Fire Protection LP
Licene#: 01414-0001
50 Technology Drive
Westminster, Ma 01441
Telephone: (978) 729-5090
Representative: 

Accepted By: (Customer)

Company: 
Address: 
Signature: 
Title: 
P.O. #: Date: 

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America
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 contact 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
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 25, 2018</td>
<td>$33,920.00</td>
<td>12/1/18 - 11/30/19</td>
<td>PROBATION</td>
</tr>
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</table>

SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Per Cooperative Agreement

- **Bernadette Mason**  Completed  10/26/2018 10:55 AM
- **Sharon Donald**  Completed  10/29/2018 12:44 PM
- **John Schow**  Completed  10/29/2018 12:51 PM
- **Kathy Ostrowski**  Completed  11/01/2018 5:36 PM
- **Donald Carlsen**  Completed  11/01/2018 9:26 PM
- **Wendi Wagner**  Completed  11/02/2018 7:54 AM
- **James McGuire**  Completed  11/02/2018 8:13 AM
- **Paul Rafac**  Completed  11/02/2018 1:56 PM
- **Tom Cuculich**  Completed  11/02/2018 2:00 PM
- **Kathy Ostrowski**  Completed  11/02/2018 2:42 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:** 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:**
- **Dept:** Information Technology  
- **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:**
- **Dept:** Probation & Court Services  
- **Attn:** Sharon Donald  
  - **Email:** sharon.donald@dupageco.org  
- **Address:** 421 N. County Farm Road  
  - **City:** Wheaton  
  - **State:** IL  
  - **Zip:** 60187  
- **Phone:** 630-407-8413

**Payment Terms:** PER 50 ILCS 505/1  
**F.O.B:** Destination  
**PO 20 Delivery Date:**  
**PO 25 only**  
**Use for:** Ship To:  
- **Contract Administrator:** Joseph Bulaga  
  - **Contract Start Date:** Dec 1, 2018  
  - **Contract End Date:** Nov 30, 2019

### Item Details

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<th>Item Detail (Product #)</th>
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<th>FY</th>
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<th>Acct #</th>
<th>Acct Num</th>
<th>Sub-Accts and/or Activity #</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):

---

Attachment: Verizon - Purchase Requisition (JPS-P-0303-18 : Cello Partnership d/b/a Verizon Wireless)
Procurement Review Checklist

Procurement Services Division

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

Vendor: Cello Partnership dba Verizon Wireless
Vendor #: 10597

Contract Term: 12/1/2018-11/30/2019

Contract Total: $33,920.00

Dept: Probation & Court Services
Contact: Sharon Donald
Phone: 630-407-8413

Assigned Committee: Judicial/Public Safety & Technology

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 6/17
Prepared By Prepared Date Oct 16, 2018
SAD 9/B
Recommended for Approval Date Oct 16, 2018

IT Approval, if required Date

REVIEWED BY (Initials Only)

Buyer 10/31/18
Date 10-31-18

Procurement Officer 10/31/18
Date 10-31-18

Chief Financial Officer (Decision Memos Over $25,000)
Date 11-2-18

Chairman's Office (Decision Memos Over $25,000)
Date 10-31-18

Packet Pg. 770

Attachment: Verizon - Checklist (JPS-P-0303-18 : Cello Partnership dba Verizon Wireless)
Decision Memo

Procurement Services Division

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

Requesting Department: Probation & Court Services

Department Contact: Sharon Donald

Contact Email: Sharon.Donald@dupageco.org

Contact Phone: 630-407-8413

Vendor Name: Cellco Partnership dba Verizon Wireless

Vendor #: 10597

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.

Quality of Life

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.
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: 10/18/2018

Bld/Contract/PO #: 

<table>
<thead>
<tr>
<th>Company Name: Verizon Wireless</th>
<th>Company Contact: Alice Engle</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 217-836-9229</td>
<td>Contact Email: <a href="mailto:Alice.Engle@verizonwireless.com">Alice.Engle@verizonwireless.com</a></td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

Todd Loccan

Title

Executive Director - Contract Mgmt

Date

Attach additional sheets if necessary. Sign each sheet and number each page. 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 contract 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

<table>
<thead>
<tr>
<th>Purchase Order #: 2765-0001 SERV</th>
<th>Original Purchase Order Date: Sep 21, 2017</th>
<th>Change Order #: 5</th>
<th>Department: Probation &amp; Court Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Sentinel Offender Services, LLC</td>
<td>Vendor #: 13392</td>
<td>Dept Contact: Sharon Donald</td>
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</tr>
</tbody>
</table>

Background and/or Reason for Change Order Request:
1) Change order to increase Line 4 by $12,532.41 to pay out 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>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
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<td>Amount of this Change Order</td>
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<td></td>
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</tr>
<tr>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>21.37%</td>
<td></td>
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</tr>
<tr>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>63.10%</td>
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</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

REVIEWED BY (Initials Only)

Buyer: [Signature] Date: Oct 29, 2018
Procurement Officer: [Signature] Date: Oct 24, 2018
Chief Financial Officer: [Signature] Date: Oct 31, 2018
Chairman's Office: [Signature] Date: Oct 31, 2018

Attach: Sentinel Offender - Change Order (17-18-1028 : Sentinel Offender Services, LLC)
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

---

**Purchase Order #: 3068-0001**

Original Purchase Order Date: 2/13/18

---

**Vendor Name:** Public Safety Direct

Vendor #: 14308

---

**Department:** Sheriff's Office

**Dept Contact:** Colleen Zbilk

---

**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) 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

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<table>
<thead>
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<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A): (60% maximum on construction contracts)</td>
</tr>
</tbody>
</table>

---

### DECISION MEMO NOT REQUIRED

- Cancel entire order
- Close Contract
- Contract Extension (29 days)
- Consent Only

- Change budget code from: 
- to: 

- Increase/Decrease quantity from: 
- to: 

- Price shows: 
- should be: 

- Decrease remaining encumbrance and close contract

- Increase encumbrance and close contract

- Decrease encumbrance

- Increase encumbrance

---

### DECISION MEMO REQUIRED

- Increase (greater than 29 days) contract expiration from: 
- to: 

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</table>

- Increase ≥ $2,500.00, or ≥ 10%, of current contract amount

- Funding Source

- OTHER - explain below:

---

**CZ 2122 Oct 23, 2018 CZ 2122 10/23/18**

**Recommended for Approval (Initials) Phone Ext Date**

**REVIEWED BY (Initials Only)**

**Date**

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</table>

**Date**

---

**Packet Pg. 776**
**Decision Memo**

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Requesting Department: Sheriff’s Office</th>
<th>Department Contact: Colleen Zbilski</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:colleen.zbilski@dupagesheriff.org">colleen.zbilski@dupagesheriff.org</a></td>
<td>Contact Phone: 630-407-2122</td>
</tr>
<tr>
<td>Vendor Name: Public Safety Direct</td>
<td>Vendor #: 14308</td>
</tr>
</tbody>
</table>

**Date:** Oct 23, 2018

**MinuteTraq (KQM2) ID #:** 13740

**Department Requisition #:**

---

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

To increase 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)
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:

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 independent 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 or political action committees to which the contracting person has made contributions.

2. If no contributions have been made

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

3. 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 or vendor’s contact with the county to the chair and shall update such disclosure with any changes that may occur.

4. 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 or vendor</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 listed 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: MARK WOCELAW
Title: PRESIDENT
Date: 1/2/17

Signature on File

Page 1 of 1 (total number of pages)
Resolution
FM-R-0927-18

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF DU PAGE, ILLINOIS
AND THE ILLINOIS WORKERS’ COMPENSATION COMMISSION
FOR USE OF SPACE AT THE DU PAGE COUNTY
JACK T. KNUEPFER ADMINISTRATION BUILDING

WHEREAS, the County of DuPage (“County”) operates and maintains a facility at the County’s seat of government in accord with the authority granted by the Illinois General Assembly at 55 ILCS 5/5-1001, et. seq., which facility is commonly known as the DuPage County Henry J. Hyde Judicial Office Facility; and

WHEREAS, the Illinois Workers’ Compensation Commission (“IWCC”) is an agency of the State of Illinois that administers the Illinois Workers’ Compensation Act; and

WHEREAS, the County has space available at the DuPage County Jack T. Knuepfer Administration Building for use by public agencies as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1, et. seq.; and

WHEREAS, the Illinois Workers’ Compensation Commission (“IWCC”) desires to utilize approximately nine hundred three (903) square feet of office space at the DuPage County Jack T. Knuepfer Administration Building as a site for conducting workers’ compensation administrative hearings, and related functions, for DuPage County residents and workers; and

WHEREAS, it is in the interest of the County of DuPage, its residents and the efficient administration of the Illinois Workers’ Compensation Act, to enter into an intergovernmental agreement with the IWCC to allow its use of certain office space at the DuPage County Jack T. Knuepfer Administration Building, subject to terms and conditions of the attached intergovernmental agreement; and

WHEREAS, the County Board has established policies for the use of County facilities by other organizations including charges to recover incidental expenses related to such use; and

WHEREAS, in addition to other good and valuable consideration, including but not limited to the governmental services and benefits to the public described above, the County shall charge and IWCC shall pay for the period from December 1, 2018 to November 30, 2020, the sum of One Thousand Six Hundred Dollar and No Cents ($1,600.00) per month; and for the period from December 1, 2020 to November 30, 2022, the sum of One Thousand Six Hundred Fifty Dollar and No Cents ($1,650.00) per month; and
WHEREAS, this Intergovernmental Agreement shall be in effect commencing, approximately, December 1, 2018 and expiring November 30, 2022; and

NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of DuPage that the County Board Chairman and the County Clerk be and they are hereby authorized and directed to execute on behalf of the County of DuPage the attached Intergovernmental Agreement for the use of office space by the IWCC;

BE IT FURTHER RESOLVED that certified copies of this resolution along with copies of the Intergovernmental Agreement be transmitted by the County Clerk to Illinois Workers’ Compensation Commission, to the attention of its Legal Department, 100 W. Randolph St., Suite 8-200, Chicago, Illinois, 60601; and Anthony Hayman, State’s Attorney’s Office.

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
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF DU PAGE, ILLINOIS
AND THE ILLINOIS WORKERS’ COMPENSATION COMMISSION
FOR USE OF SPACE AT DU PAGE COUNTY
JACK T. KNUEPFER ADMINISTRATION BUILDING

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 13th day of November 2018, by and between the County of DuPage, Illinois, a body politic, (hereinafter referred to as the "COUNTY"), and the Illinois Workers’ Compensation Commission (“IWCC”). The COUNTY and IWCC are herein sometimes referred to individually as a “PARTY” and collectively as “PARTIES”). This Intergovernmental Agreement is made for the purpose of permitting the IWCC’s use of certain office space, and providing for the IWCC to reimburse the COUNTY for its costs associated with IWCC’s use of COUNTY property, said office space being the following described premises:

The room, or rooms, commonly known and described as Suite 1500-A, consisting of, approximately, Nine Hundred Three (903) square feet of office space on the first floor of the building known as DuPage County Jack T. Knuepfer Administration Building, 421 North County Farm Road, in the City of Wheaton, State of Illinois, as designated in Exhibit A attached, and hereafter the “Premises.”

To have and to hold said Premises for the term of forty-eight (48) months beginning on the first day of December 2018, and ending on the thirtieth day of November 2022, unless the term shall be terminated earlier, as hereinafter provided. The parties agree and understand that the above described space allocation for the Premises is subject to change and, or, relocation, pending implementation of building occupancy long-range space planning by the COUNTY. In all cases, however, the area of the space shall be approximately the same size as the above-described space, and located within the DuPage County Government Complex, Wheaton, Illinois. Additionally, the IWCC’s attendees, guest and invitees shall be permitted to utilize the public areas of the Jack T. Knuepfer Administration Building at all times when the COUNTY is conducting business the Premises, though the County cannot guarantee that any specific number of seats and tables will be available for the IWCC’s attendees, guests and invitees. Furthermore, the IWCC’s use and occupancy of the Premises shall not be exclusive. The COUNTY shall retain the right to use and occupy the Premises approximately ten (10) days each month, which use and occupancy shall be restricted to days and times when the IWCC is not conducting business at the Premises. The parties agree and acknowledge the COUNTY presently uses Room 1-500-A approximately 4 times per month, including specially, each Thursday afternoon. This practice will continue to occur throughout the term of this lease.

A. In consideration of the covenants of the COUNTY, the IWCC covenants and agrees:
1. To periodically pay the COUNTY for its use and occupancy of said Premises as follows: For the initial twenty-four (24) month period commencing December 1, 2018 through November 30, 2020, the IWCC’s charge shall be the sum of One Thousand Six Hundred Dollars and No Cents ($1,600.00) per month (or Nineteen Thousand Two Hundred Dollars and No Cents [$19,200] annually); and, for the two-year period commencing December 1, 2020 and ending November 30, 2022, IWCC’s charge shall be One Thousand Six Hundred Fifty Dollars and No Cents ($1,650.00) per month (or Nineteen Thousand Eight Hundred Dollars and No Cents [$19,800.00] annually). Payments shall be made quarterly and payable to the County of DuPage c/o Facilities Management, 421 North County Farm Road, Wheaton, Illinois, 60187. The first payment shall be due March 1, 2019 and each subsequent payment due at three-month intervals thereafter, although the parties may agree, in writing, to a monthly or annual payment schedule without formally amending this intergovernmental agreement. The IWCC further agrees to vacate the Premises prior to the start of any subsequent state fiscal year, or other fiscal period, if the Illinois General Assembly has not yet appropriated sufficient funds for the IWCC to pay the full charge amount due the COUNTY during that upcoming fiscal year. In the event of any funds appropriated for this Agreement are subsequently impounded, suspended or withheld, for any reason, or if the IWCC is delinquent making any payment, IWCC shall immediately suspend and vacate its use and occupancy of the Premises until such time as the COUNTY’s payment has been made.

2. a. The IWCC shall use and occupy said Premises for its own use and no other purpose. IWCC will replace, at its own expense, any furnishings, fixtures or other equipment damaged or broken by IWCC, its agents and employees, normal wear and tear excepted. IWCC shall be further responsible for damaged or broken furnishings, fixtures or other equipment damaged by third persons in which the damage is due to IWCC’s failure to exercise due care in the operation of the office, including failure to supervise its attendees, guests and invitees.

b. IWCC shall fully reimburse and make whole the COUNTY from and against claims for loss, including attorney’s fees and court costs, arising from IWCC’s negligent and willful misconduct on the COUNTY’s property and involving its use of Premises. Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents, and employees from defending any claims, suits, demands, proceedings, and actions brought against them through the selection and use of their own agents, attorneys, and experts. Pursuant to Illinois law, the attorney representing the COUNTY under this paragraph must be the State’s Attorney of DuPage County. The COUNTY’s participation in its defense shall not remove IWCC’s duty to reimburse the COUNTY as set forth above. IWCC’s obligations hereunder COUNTY shall survive the termination or expiration of this Intergovernmental Agreement. IWCC’s failure to reimburse the COUNTY shall be a material breach of this Intergovernmental Agreement and the COUNTY may terminate said Agreement in the event IWCC fails to cure such breach within thirty-(30) days of the COUNTY’s written demand for reimbursement.
c. IWCC, as an agency of the State of Illinois, is self-insuring. A certificate of the IWCC’s self-insurance coverage shall be provided to the COUNTY within sixty (60) days of the effective date of this Agreement.

3. The IWCC shall not make any alterations or additions to said Premises without first obtaining the COUNTY’s written consent.

4. The IWCC shall not sublet the Premises, in whole or in part, nor assign this lease, or any part thereof, without first obtaining the written consent of the COUNTY. At the expiration, or termination, of this Intergovernmental Agreement, IWCC shall surrender the Premises to the COUNTY in as good a condition as at the Premises were in on the date of the IWCC’s taking possession thereof, (for the purpose of this Agreement stipulated to be December 1, 2018), normal wear and tear excepted.

B. In consideration of the covenants of the IWCC, the COUNTY covenants and agrees:

1. If said Premises are not, as of the effective date of this Agreement or at any subsequent time during said Agreement, in good, tenantable condition, the COUNTY shall place said Premises in such condition within a reasonable time after notice of any untenable condition, in writing, from the IWCC. IWCC shall maintain the Premises in good tenantable condition during the term of this Agreement, breakage or damage caused, or permitted, by the failure to observe due care on the part of the COUNTY, its agents, or employees excepted. COUNTY agrees to an adjustment of the use charge for any period the Premises are not habitable.

2. COUNTY shall provide and pay for: i) All electricity used on the Premises, as may be reasonably required for the IWCC’s authorized uses thereof; ii) All heat and air conditioning for said Premises, during normal business hours when outdoor weather and temperature require; iii) All fixtures and equipment necessary for electricity, heat and air-conditioning; iv) all necessary maintenance and repairs to all fixtures and equipment; excepting, however, fixtures and equipment damaged, broken, wasted or misused by reason of failure of the IWCC, its agents or employees to exercise due care; v) All janitorial services necessary to keep said Premises in a clean and healthful sanitary condition.

3. COUNTY will replace any furnishings, fixtures or other equipment that are damaged or broken, or which become unduly worn, during IWCC use and occupancy of the Premises through its regular procurement process.

C. The COUNTY and IWCC jointly covenant and agree that:

1. Rider “A” attached hereto entitled, “Rules and Regulations” is hereby incorporated into and made a part of this Agreement. IWCC, and its employees and agents, shall obey said “Rules and Regulations,” and shall exercise care and supervision over its wards, charges, clients, guests, attendees and invitees to ensure that they also obey said “Rules and Regulations.”
2. The IWCC or COUNTY may terminate this Agreement by giving the other party one hundred eighty (180) days’ notice, in writing, of their intention to terminate.

3. All improvements to Premises completed on behalf of, or for use of, the IWCC or COUNTY, including work undertaken by the IWCC, directly or through the use of third-party vendors, shall be performed at not less than the prevailing hourly wage rate as determined by the Illinois Department of Labor pursuant to the Illinois Compiled Statutes Chapter 489, Section 39s-1 et. seq., as amended from time to time.

4. Notices to COUNTY shall be sent to the address shown in Paragraph A.1 of this Agreement. Notice to IWCC shall be sent to the Illinois Workers’ Compensation Commission, to the attention of Legal Department, 100 W. Randolph St., Suite 8-200, Chicago, Illinois, 60601. All notices will be effective upon posting in the U.S. Mail.

5. Parties signing the Agreement on behalf of the Parties certify that they have authority to execute the Agreement and to commit to all described covenants; to the fullest extent such parties are duly authorized under the law to so act.

COUNTY: County of DuPage

_________________________ Date: _________________
DANIEL J. CRONIN
COUNTY BOARD CHAIRMAN

_________________________ Date: _________________
PAUL HINDS
COUNTY CLERK

IWCC: Illinois Workers’ Compensation Commission

_________________________ Date: _________________
JOANN M. FRATIANNI
CHAIRMAN
RIDER “A”
RULES AND REGULATIONS

1. SIGNAGE: No sign, picture, advertisement or notice shall be displayed, inscribed, painted or affixed on any part of the outside or inside of said building or on or about the Premises. On the directory board of the Jack T. Knuepfer Administration Building (“Building”), IWCC may affix information pertaining to the leased Premises, but only of such color, size and style of a material as shall be specified by the COUNTY in writing.

2. EQUIPMENT: The IWCC shall not (without the COUNTY’s written consent) put up or operate any steam engine boiler, electric motor, portable heater, machinery or stove upon the Premises nor carry on any mechanical business thereon, nor use flammable fluid thereon. IWCC, or its agents and employees shall bring no contraband, as determined by the Sheriff of DuPage County, into the Building.

3. LOCKS AND KEYS: No additional locks shall be placed upon any doors of the Premises and IWCC shall not permit any duplicate keys to be made, as all necessary keys will be furnished by the COUNTY. But if more than two keys for any door lock are desired, the additional number must be paid for by the IWCC. Upon termination of this lease, the IWCC shall surrender all keys for the Premises and the Building and give to the COUNTY instructions for the combination of all locks on vault doors on the Premises.

4. DELIVERY/RELOCATION OF GOODS: All safes, furniture, boxes and other bulky articles shall be carried up into the Premises at such times and in such manner as shall be specified by the COUNTY; the COUNTY reserves the right to prescribe the position of all safes and other heavy articles. Any damage done to the building or to other occupants or tenants in the building by taking in or putting out a safe or other heavy equipment, or from overloading the floor in any way shall be paid for by the IWCC.

5. PROVISION OF SERVICES: COUNTY agrees, in addition to the utilities herein described, to furnish hot water in the basins, pipes and faucets of the Premises for IWCC’s use, and to provide building elevators and escalators, during the term of this lease. COUNTY will be excused from providing such services or utilities on account of Acts of God, civil unrest, labor strikes, accidents, or other causes beyond the control of COUNTY, and further except during reasonable periods for the repair of the building’s apparatus and equipment. COUNTY shall not be liable for any injury or damage whatsoever which may arise or result from his failure to furnish such services, regardless of the cause of said failure, claims for such injury or damage being hereby expressly waived by the IWCC.

6. CUSTODIAL SERVICE: The COUNTY shall provide all ordinary custodial work for the leased Premises. In the event that the IWCC requires extraordinary
custodial services because of some special use of the Premises, the IWCC may, with the prior consent of the COUNTY, employ persons to do such work, at IWCC’s sole expense. Any custodian so employed by the IWCC shall submit a description of the proposed extraordinary custodial work to the DuPage County Deputy Director of Facilities Management for approval before commencing work. IWCC-hired custodians shall be deemed the employees or agents of the IWCC.

7. SECURITY: IWCC shall conform to security regulations as established by the COUNTY. The security guards of said building, and DuPage County Sheriff’s officers, shall at all times keep a pass key and be allowed admittance to said Premises, to cover and respond to any emergencies that may arise; and to enable such personnel to examine said Premises from time to time.

8. ACCESSIBILITY BY COUNTY: The COUNTY and its agents shall have the right to enter the Premises at all reasonable hours to examine or exhibit the same.

9. ELECTRICAL INSTALLATIONS: If the IWCC desires telephone, telecommunications, cable or electrical connections, the COUNTY will direct the IWCC-hired electrician as to where and how the wires are to be introduced and without such direction no boring or cutting of the building’s walls or structural elements shall be permitted.

10. WINDOW AREAS: No awnings or shades or draperies either inside or outside of the windows may be installed without prior written consent of the COUNTY.

11. OBSTRUCTIONS: The IWCC shall not allow anything to be placed against or near any glass on the Premises, or in any location which diminishes the light entering building’s public areas. Placement of any object, exhibit, or display shall not be permitted in the halls or corridors without the prior written consent of the COUNTY.

12. THERMOSTATS: The IWCC shall not permit persons within the Premises to regulate any thermostat, which control the temperature; but shall report to the Department of Facilities Management whenever the same are not working properly or satisfactorily.

13. ANIMALS/BICYCLES: No bicycle or other vehicle, and no dogs or other animals shall be allowed in offices, halls, corridors or other parts of the building, excepting specially trained and certified “assistance” or “service” dogs for genuinely disabled employees of IWCC or other persons having business with the IWCC at the Premises.

14. REVISED REGULATIONS: The COUNTY reserves the right to make such other, further, reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Premises, and for the preservation of good order therein. IWCC acknowledges and agrees that the
DuPage County Sheriff and, or, Superintendent of Public Works retain rule making authority under Illinois law, and the common law, relative to the use of the Building, and that all parties within the Building are obligated to comply with such rules.

15. BUILDING ACCESS: The Building shall be open at 7:00 a.m. and closed at 5:00 p.m. daily Monday through Friday except on Court holidays, or at such hours as the COUNTY may from time to time alter or make exception.

16. SELLING OF GOODS AND SERVICES: The supply of goods and services for the convenience of the IWCC shall be furnished only by authorized representatives of the COUNTY, or by those organizations granted special written authorization or permission by the COUNTY. No tenant shall sell any goods or services upon County-owned property.

17. CANVASSING: The IWCC shall not be permitted to canvass tenants, guests, visitors or occupants of the building, nor engage in any political campaigning or electioneering within the Building.

18. REMOVAL OF PROPERTY: The IWCC shall list all articles to be taken from the building upon a blank form furnished by the COUNTY. Said list shall be presented to the office of the Department of Facilities Management for approval prior to acceptance by the security guard.
AWARDING RESOLUTION
ISSUED TO INSITUFORM TECHNOLOGIES LLC.
FOR CIPP SANITARY SEWER LINING AT VARIOUS
SEWER SYSTEMS WITHIN DUPAGE COUNTY
(CONTRACT TOTAL AMOUNT: $175,640.30)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of contract purchase order to Insituform Technologies, LLC for CIPP sanitary sewer lining at various sewer systems within DuPage County, for Public Works Department.

NOW, THEREFORE BE IT RESOLVED, that contract covering said, for CIPP sanitary sewer lining at various sewer systems within DuPage County, for Public Works Department, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Insituform Technologies, LLC, 17988 Edison Avenue, Chesterfield, MO 63005 for a contract total amount of $175,640.30 per lowest responsible bid #18-175-PW.

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.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE SUBMITTED</td>
</tr>
<tr>
<td>October 24, 2018</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

**No Decision Memo Required**   Lowest Responsible Bidder - See attached tabulation

- Angela Bendinelli: Completed, 10/24/2018 9:35 AM
- Nick Kottmeyer: Completed, 10/24/2018 2:58 PM
- Kathy Ostrowski: Completed, 10/25/2018 5:20 PM
- James McGuire: Completed, 11/02/2018 8:47 AM
- Paul Rafac: Completed, 11/02/2018 4:05 PM
- Kathy Ostrowski: Completed, 11/02/2018 4:25 PM
- Public Works Committee: Completed, 11/06/2018 9:15 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: Insituform Technologies, LLC</th>
<th>Vendor #: 11119</th>
<th>Contract Term: Thru June 30, 2019</th>
<th>Contract Total: $175,640.30</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Public Works</td>
<td>Contact: Sean Reese</td>
<td>Phone: 630-985-7400</td>
<td>Assigned Committee: Public Works</td>
</tr>
</tbody>
</table>

Description of Procurement/Scope of Work/Background
CIPP sanitary sewer lining for the Public Works sewer systems in DuPage county per Bid 18-175-PW in the amount of $175,640.30

Reason for Procurement
The County’s sanitary sewer collection system is over 50-years old. Rehabilitation of the lines is needed due to normal deterioration that occurs over time. This contract will be used to re-line the existing main line and service pipes of the system.

FUNDING SOURCE

- Procurement budgeted for (FY and budget code(s)): 2000-2555-54070
- Budget Transfer (Date)
- Add'l Information

DECISION MEMO NOT REQUIRED

- LOWEST RESPONSIBLE QUOTE # or BID # 18-175-PW (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)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

DECISION MEMO REQUIRED

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

PREPARED BY AND APPROVAL(S) (Initials Only)

Prepared By: __________________________ Date: __________ Recommended for Approval: __________________________ Date: __________ IT Approval, if required: __________________________ Date: __________

REVIEWED BY (Initials Only)

Buyer: __________________________ Date: __________

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

Procurement Officer
Date: __________

Chairman's Office
(Decision Memos Over $25,000)
Date: __________
# DUPAGE COUNTY PROCUREMENT SERVICES

**BID #18-175-PW**  
CURED IN PLACE PIPE LINING  
**BID OPEN: 10/10/18 @ 2:00 P.M.**  
BID TABULATION

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Visu-Sewer of IL</th>
<th>Hoerr Construction</th>
<th>Insituform</th>
<th>Benchmark</th>
<th>Kenny Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Price DuPage County Public Works</td>
<td>$177,362.00</td>
<td>$180,813.00</td>
<td>$159,673.00</td>
<td>$208,812.00</td>
<td>$240,298.00</td>
</tr>
<tr>
<td>Total Price DuPage County DOT</td>
<td>$144,160.00</td>
<td>$170,050.00</td>
<td>$211,030.00</td>
<td>$145,200.00</td>
<td>$156,280.00</td>
</tr>
<tr>
<td>Total Price DuPage County Highland Hills</td>
<td>$121,038.00</td>
<td>$123,377.00</td>
<td>$114,175.20</td>
<td>$142,028.00</td>
<td>$195,292.00</td>
</tr>
<tr>
<td>Total Bid Price</td>
<td>$442,580.00</td>
<td>$474,240.00</td>
<td>$484,878.20</td>
<td>$496,840.00</td>
<td>$591,870.00</td>
</tr>
</tbody>
</table>

**Notes:** Public Works has requested a Contingency of 10%: $159,673.00 + $15,967.30 (10% contingency) = $175,640.30.  
Highland Hills has requested a Contingency of 16%: $114,175.20 + $11,417.52 (10% contingency) = $125,592.72.

| Invitations Sent   | 242 |
| Potential Bidders Requesting Bid Documents | 11  |
| Total Bid Responses Received | 5   |
| Bid Opening Attended | DT, CH |
Purchase Requisition
Procurement Services Division

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor:</th>
<th>Insituform Technologies USA</th>
<th>Vendor #:</th>
<th>11119</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Jana Lause</td>
<td>Email:</td>
<td><a href="mailto:jlause@aegion.com">jlause@aegion.com</a></td>
</tr>
<tr>
<td>Address:</td>
<td>17988 Edison Avenue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>Chesterfield</td>
<td>State:</td>
<td>MO</td>
</tr>
<tr>
<td>Phone:</td>
<td>636-530-8000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Send Invoices To:**

<table>
<thead>
<tr>
<th>Dept:</th>
<th>DuPage County Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Accounts Payable</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:pwaccountspayable@dupageco.org">pwaccountspayable@dupageco.org</a></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>Woodridge</td>
</tr>
<tr>
<td>State:</td>
<td>IL</td>
</tr>
<tr>
<td>Zip:</td>
<td>60517</td>
</tr>
<tr>
<td>Phone:</td>
<td>630-985-7400</td>
</tr>
<tr>
<td>Fax:</td>
<td>630-985-4802</td>
</tr>
</tbody>
</table>

**Send Payments To:**

<table>
<thead>
<tr>
<th>Dept:</th>
<th>SAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>State: IL</td>
</tr>
<tr>
<td>Zip:</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
</tbody>
</table>

**Payment Terms**

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

**Use for**

- Contract Administrator
- Contract Start Date: Jun 30, 2019
- Contract End Date
  - PO25 only
- Amy Arlowe/Sandy Martinez

**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></td>
<td>CIPP sanitary sewer lining per BID #18-175-PW</td>
<td>2000</td>
<td>2555</td>
<td>54070</td>
<td></td>
<td></td>
<td>175,640.30</td>
<td>175,640.30</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>EA</td>
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<td></td>
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<td>4</td>
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</tbody>
</table>

**Requisition Total**: $175,640.30

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

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

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

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

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

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

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

I hereby acknowledge that I have received, understood, and agree to these requirements.

Authorized Signature

Printed Name

Title

Date

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

TE-P-0312-18

AWARDING RESOLUTION TO
CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS
FOR CELLULAR AND WIRELESS SERVICES FOR
DU PAGE COUNTY INFORMATION TECHNOLOGY
(CONTRACT AMOUNT: $170,000.00)

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 DuPage County Procurement Ordinance permits the County to participate in a cooperative purchasing agreement with the State of Illinois subject to certain limitations; and

WHEREAS, the Technology Committee recommends that the County Board approve a contract for cellular and wireless services for Information Technology, at the unit prices specified in the State of Illinois Cooperative Purchasing Agreement CMS793372P.

NOW, THEREFORE BE IT RESOLVED, that County Requisition covering said, for cellular and wireless services for Information Technology, 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 $170,000.00 per Cooperative Purchasing Agreement Pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act" - State of Illinois - Master Contracts 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>
<th>INFORMATION SYSTEMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 22, 2018</td>
<td>$170,000.00</td>
<td>12/01/2018 TO 11/30/2019</td>
<td>INFORMATION SYSTEMS</td>
<td>INFORMATION SYSTEMS</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

**Decision Memo Required**  Per Cooperative Agreement

- **Sarah Godzicki**: Completed 10/24/2018 2:41 PM
- **Deborah Hanson**: Completed 10/24/2018 2:45 PM
- **Donald Carlsen**: Completed 10/24/2018 2:57 PM
- **Kathy Ostrowski**: Completed 10/25/2018 12:59 PM
- **James McGuire**: Completed 10/26/2018 1:36 PM
- **Paul Rafac**: Completed 10/30/2018 12:51 PM
- **Tom Cuculich**: Completed 10/30/2018 2:31 PM
- **Kathy Ostrowski**: Completed 11/05/2018 11:03 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
## 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: Cellco Partnership dba Verizon Wireless</th>
<th>Vendor #: 10597</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Information Technology</td>
<td>Contact: Wendi Wagner</td>
</tr>
<tr>
<td>Phone: 630-407-5064</td>
<td>Assigned Committee: Technology</td>
</tr>
</tbody>
</table>

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

Provide wireless services including basic cellular voice, smartphones, wireless data and push to talk. Replace, upgrade and obtain new wireless equipment and accessories.

### Reason for Procurement

To provide wireless service and equipment to all General Fund County departments.

#### FUNDING SOURCE

- Procurement budgeted for (FY and budget code(s)): FY19-1000-1110-53260; FY19-1000-1110-52100

#### 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)

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

<table>
<thead>
<tr>
<th>Reviewed By (Initials Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyer</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Chief Financial Officer</td>
</tr>
</tbody>
</table>

---

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

Packet Pg. 796
**Purchase Requisition**  
**Procurement Services Division**

**Send Purchase Order To:**  
Vendor: Cellco Partnership dba Verizon  
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: Information Technology  
Attn: Sarah Godzicki  
Email: sarah.godzicki@dupageco.org  
Address: 421 N. County Farm Road  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-407-5000  
Fax: 630-407-5001

**Send Payments To:**  
Vendor: Cellco Partnership dba Verizon  
Vendor #: 10597  
Attn:  
Email:  
Address: PO Box 25505  
City: Lehigh Valley  
State: PA  
Zip: 18002-5502  
Phone:  
Fax: 

**Ship To:**  
Dept: Information Technology  
Attn: Wendi Wagner  
Email: wendi.wagner@dupageco.org  
Address: 421 N. County Farm Road  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-407-5000  
Fax: 630-407-5001

**Payment Terms**  
F.O.B.  
PO 20 Delivery Date  
Requisitioner  
Use for  
PO25 only

**LN** | **Qty** | **UOM** | **Item Detail (Product #)** | **Description** | **FY** | **Dept #** | **Acctg Unit** | **Acct #** | **Sub-Acct(s) and/or Activity #** | **Unit Price** | **Extension** | **Requisition Total**
---|---|---|---|---|---|---|---|---|---|---|---|---|
1 | 1 | EA |  | Cellular and Wireless Services | 19 | 1000 | 1110 | 53260 |  | 165,000.00 |  | 165,000 |  
2 | 1 | EA |  | Cellular and Wireless Equipment | 19 | 1000 | 1110 | 52100 |  | 5,000.00 |  | 5,000 |  

**Requisition Total**: $170,000

**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):

Per State of Illinois Master Contract CMS793372P

**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.

Date: Oct 15, 2018
MinuteTraq (IQM2) ID #: 13702
Department Requisition #: __________________

Requesting Department: Information Technology
Contact Email: wendi.wagner@dupageco.org
Vendor Name: Cellco Partnership dba Verizon Wireless

Department Contact: Wendi Wagner
Contact Phone: 630-407-5064
Vendor #: 10597

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 for the County with Verizon Wireless using the State of Illinois Master Contract.

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

The County currently has over 1000 cellular devices for use for County business. Providing this service aids the employees in accomplishing their responsibilities.

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

Allowing employees to have contact with customers when not in their offices.

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

The County's current provider of wireless services is Verizon Wireless. The State of Illinois has bid and awarded Verizon Wireless a master contract for this service. Given that the County has well over 1000 cellular devices with Verizon Wireless, infrastructure in place to boost the Verizon signals, and that the pricing for this service has been pre-bid by the State of Illinois, we believe that continuing to utilize this cellular provider is the best decision for the County.

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

One option is to switch to another carrier. This would entail replacing all cellular devices in the County as well as replacing or adding cellular signal boosters throughout the County. Both of these would require a large capital expenditure.

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.

Approximately $170,000 per year.
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: 10/18/2018

Company Name: Verizon Wireless
Contact Phone: 217-836-9229

Company Contact: Alice Engle
Contact Email: Alice.Engle@verizonwireless.com

Bid/Contract/PO #: 

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, read, and understand these requirements.

Authorized Signature

Signature on File

 Printed Name

Todd Toccisano

Title

Executive Director - Contract Mgmt

Date

10/18/2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
AWARDING RESOLUTION TO
CDW GOVERNMENT, INC. FOR
MICROSOFT LICENSING
(CONTRACT TOTAL AMOUNT $57,076.88)

WHEREAS, pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2, the County of DuPage will contract with CDW Government, Inc., per State of Illinois - Master Contracts #CMS6945110; and

WHEREAS, the DuPage County Procurement Ordinance permits the County to participate in a cooperative purchasing agreement with the State of Illinois subject to certain limitations; and

WHEREAS, the Technology Committee recommends County Board approval for issuance of a contract purchase order to CDW Government, Inc., for Microsoft Licensing, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that contract covering said, for Microsoft Licensing, for Information Technology, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to CDW Government, Inc., 230 N. Milwaukee Ave., Vernon Hills, IL 60061, for a contract total amount of $57,076.88, per Cooperative Purchasing Agreement Pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act" - State of Illinois - Master Contracts #CMS6945110.

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.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
<th>INFORMATION SYSTEMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 11, 2018</td>
<td>$57,076.88</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Per Cooperative Agreement

- **Sarah Godzicki**  Completed  10/24/2018 2:18 PM
- **Deborah Hanson**  Completed  10/24/2018 2:25 PM
- **Donald Carlsen**  Completed  10/24/2018 2:45 PM
- **Kathy Ostrowski**  Completed  10/31/2018 4:01 PM
- **James McGuire**  Completed  11/01/2018 9:06 AM
- **Paul Rafac**  Completed  11/07/2018 10:55 AM
- **Tom Cuculich**  Completed  11/07/2018 1:11 PM
- **Kathy Ostrowski**  Completed  11/08/2018 8:01 AM
- **Technology Committee**  Pending  11/13/2018 9:00 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:** CDW Government, Inc.
- **Vendor #:** 10667
- **Dept:** Information Technology
- **Division:**
- **Attn:** Jennifer Lagoni
- **Email:** Jennandmeagan@cdwg.com
- **Address:** 230 N. Milwaukee Ave
- **City:** Vernon Hills
- **State:** IL
- **Zip:** 60061
- **Phone:** 312-705-9093

**Send Invoices To:**
- **Dept:** Information Technology
- **Division:**
- **Attn:** Sarah Godzicki
- **Email:** sarah.godzicki@dupageco.org
- **Address:** 421 N. County Farm Road
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 630-407-5000
- **Fax:** 630-407-5001

**Send Payments To:**
- **Vendor:** CDW Government, Inc.
- **Vendor #:** 10667
- **Attn:**
- **Email:**
- **Address:** 75 Remittance Drive, Suite 1515
- **City:** Chicago
- **State:** IL
- **Zip:** 60675
- **Phone:**
- **Fax:**

**Shipment To:**
- **Dept:** Information Technology
- **Division:**
- **Attn:** Wendi Wagner
- **Email:** wendi.wagner@dupageco.org
- **Address:** 421 N. County Farm Road
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 630-407-5000
- **Fax:** 630-407-5001

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

**Use for 50 ILCS 505/1**
- **Destination:** ASAP

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

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>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>
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<td>1110</td>
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<td>685.73</td>
<td>10,971</td>
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<td>EA</td>
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<td>MS EA WIN REM DT SVC UCAL LIC/SA</td>
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<td>1000</td>
<td>1110</td>
<td>53806</td>
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<td>11,860</td>
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<tr>
<td>4</td>
<td>10</td>
<td>EA</td>
<td>2874532</td>
<td>MS EA PRJCT PRO LIC/SA W1PRJCTSVRCAL</td>
<td>18</td>
<td>1000</td>
<td>1110</td>
<td>53806</td>
<td></td>
<td>872.00</td>
<td>8,720</td>
</tr>
</tbody>
</table>

**Requisition Total:** $57,076

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

As specified in quote KDNL697

**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:</th>
<th>Information Technology</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:wendi.wagner@dupageco.org">wendi.wagner@dupageco.org</a></td>
</tr>
<tr>
<td>Department Contact:</td>
<td>Wendi Wagner</td>
</tr>
<tr>
<td>Contact Phone:</td>
<td>630-407-5064</td>
</tr>
<tr>
<td>Vendor Name:</td>
<td>CDW Government, Inc.</td>
</tr>
<tr>
<td>Vendor #:</td>
<td>10667</td>
</tr>
</tbody>
</table>

**Date:** Oct 10, 2018  
**MinuteTraq (IQM2) ID #:** 13678  
**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.

Procure Microsoft licensing for SQL Server, Windows Data Center, Remote Desktop Services and Microsoft Project.

---

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

We purchased two new servers to replace two servers running Microsoft SQL. New SQL Server software licensing is required. We also added 3 new servers to run VMWare. In order to virtualize servers on these new physical servers, Microsoft Data Center licensing is required. Additionally, several staff have requested to use Microsoft Project for Project Management and Remote Desktop Services licensing is required to allow staff to utilize remote desktops in a Citrix environment.

---

**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 licensing is required to legally run copies of the above software.

---

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

This pricing is based on the pre-bid State of Illinois CMS Contract CMS6945110. CDW is the registered vendor for this contract and therefore receives better discounts than other vendors for pricing.

---

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

Staff recommends entering into this lease agreement with CDW using the State of Illinois CMS contract.

---

**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.

| FY 18 - 1000-1110-53806 | $57,076.88 |

---

Attachment: CDWG (Microsoft Licensing) - Decision Memo (TE-P-0313-18 : CDWG for Microsoft Licensing)
DEAR WENDI WAGNER,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

<table>
<thead>
<tr>
<th>QUOTE #</th>
<th>QUOTE DATE</th>
<th>QUOTE REFERENCE</th>
<th>CUSTOMER #</th>
<th>GRAND TOTAL</th>
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<tbody>
<tr>
<td>KDNL697</td>
<td>10/11/2018</td>
<td>MS</td>
<td>0776067</td>
<td>$36,488.88</td>
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</table>

QUOTE DETAILS

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY</th>
<th>CDW#</th>
<th>UNIT PRICE</th>
<th>EXT. PRICE</th>
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<tbody>
<tr>
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<td>Electronic distribution - NO MEDIA</td>
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<td></td>
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<tr>
<td>Contract: Illinois Microsoft (CMS6945110)</td>
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<tr>
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<td>$685.73</td>
<td>$10,971.68</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PURCHASER BILLING INFO

SUBTOTAL: $36,488.88

SHIPPING: $0.00

SALES TAX: $0.00

GRAND TOTAL: $36,488.88

Billing Address:
DUPAGE COUNTY
DATA PROCESSING DEPARTMENT
421 N COUNTY FARM RD
WHEATON, IL 60187-3978
Phone: (630) 682-7030
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
DUPAGE COUNTY
DATA PROCESSING DEPARTMENT
421 N COUNTY FARM RD
WHEATON, IL 60187-3978
Phone: (630) 682-7030
Shipping Method: ELECTRONIC DISTRIBUTION

Need Assistance? CDW•G SALES CONTACT INFORMATION

CDWG Account Team - Jen and Meagan | (866) 339-7925 | jennandmeagan@cdwg.com

This quote is subject to CDW’s Terms and Conditions of Sales and Service Projects at http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager
© 2018 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239
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<tr>
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Electronic distribution - NO MEDIA  
Contract: Illinois Microsoft (CMS6945110) |

| MS EA PRJCT PRO LIC/SA W1PRJCTSVRCAL | 10  | 2874532 | $872.00    | $8,720.00   |
| Mfg. Part#: H30-00237-2-SLG  
Electronic distribution - NO MEDIA  
Contract: Illinois Microsoft (CMS6945110) |

**PURCHASER BILLING INFO**

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<th>SHIPPING</th>
<th>SALES TAX</th>
<th>GRAND TOTAL</th>
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<tbody>
<tr>
<td>$20,588.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$20,588.00</td>
</tr>
</tbody>
</table>

Billing Address:  
DUPAGE COUNTY  
DATA PROCESSING DEPARTMENT  
421 N COUNTY FARM RD  
WHEATON, IL 60187-3978  
Phone: (630) 682-7030  
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

<table>
<thead>
<tr>
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<th>SHIPPING</th>
<th>SALES TAX</th>
<th>GRAND TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>$20,588.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$20,588.00</td>
</tr>
</tbody>
</table>

Please remit payments to:  
CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

**DELIVER TO**

<table>
<thead>
<tr>
<th>SHIPPING METHOD: ELECTRONIC DISTRIBUTION</th>
</tr>
</thead>
</table>

Need Assistance? CDW•G SALES CONTACT INFORMATION

CDWG Account Team - Jen and Meagan  
| (866) 339-7925 | jennandmeagan@cdwg.com |

This quote is subject to CDW’s Terms and Conditions of Sales and Service Projects at http://www.cdwg.com/content/terms-conditions/product-sales.aspx  
For more information, contact a CDW account manager

© 2018 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239
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: __________________________
Bid/Contract/PO #: __________________________

Company Name: CDW Government LLC

Contact Phone: 1-866-339-7925

Company Contact: Jenn Lagoni & Meagan McKone McKone

Contact Email: jennandmeagan@cdwg.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
Matt Flood

Title
Proposals Supervisor

Date
Feb 5, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page _______ of _______ (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: CDW Government, Inc.  Vendor #: 10667
Dept: Information Technology  Contact: Wendi Wagner

Description of Procurement/Scope of Work/Background
Licensing for Microsoft SQL Server, Windows Data Center Server, Remote Desktop Services and Microsoft Project.

Reason for Procurement
This licensing is required in order to utilize Microsoft software.

FUNDING SOURCE
☐ Procurement budgeted for (FY and budget code(s)): FY18 - 1000-1110-53806
☐ 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
州 State of Illinois - Master Contracts # CMS6945110
☐ 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)

Sanjay J Goyal  (Signature)
Prepared By  Oct 24, 2018  Recommended for Approval  10-24-18  IT Approval, if required  Date

REVIEWED BY (Initials Only)

Buyer  11-1-18  Procurement Officer  11-1-18
Chief Financial Officer  11-7-18  Chairman's Office  (Decision Memos Over $25,000)  Date
(Decision Memos Over $25,000)  Date

Date  Oct 10, 2018
MinuteTraq (IQM2) ID #: 13678

Packet Pg. 807
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND THE CITY OF WARRENVILLE FOR
CH 53/DIEHL ROAD IMPROVEMENTS
FROM DAVIS PARKWAY TO WINFIELD ROAD
SECTION NO. 16-00263-02-CH
(ESTIMATED COUNTY COST $130,000.00)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the City of
Warrenville (hereinafter referred to as CITY) are public agencies within the meaning of the
Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois
courages and provides for units of local government to contract and otherwise associate with
each other to exercise, combine or transfer any power or function; and

WHEREAS, the COUNTY by virtue of its power set forth in “Counties Code” (55 ILCS
5/1001 et seq.) and “Illinois Highway Code” (605 ILCS 5/1-101 et seq.) and the CITY by virtue
of its power set forth in the “Illinois Municipal Code” (65 ILCS 5/1-1-1 et seq.) are authorized to
enter into agreements and contracts; and

WHEREAS, the CITY has completed Phase I / Preliminary Engineering study for
improvements on CH 53/Diehl Road from Davis Parkway to Winfield Road, known as
COUNTY Section 16-00263-02-CH (hereinafter referred to as the PROJECT); and

WHEREAS, the COUNTY and the CITY, in order to facilitate the free flow of traffic and
to ensure the safety of the public desire to establish the parties’ mutual PROJECT, cost and
future maintenance responsibilities with respect to the PROJECT; and

WHEREAS, an Intergovernmental Agreement has been prepared and is attached that
outlines PROJECT, cost and future maintenance responsibilities related to the PROJECT; and

WHEREAS, the Intergovernmental Agreement must be executed.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board, that the
Chairman and Clerk of said Board are hereby directed and authorized to execute the attached
Intergovernmental Agreement with the CITY; and

BE IT FURTHER RESOLVED that one (2) original copies of this resolution and
Intergovernmental Agreement be sent to the CITY, by and through the Division of
Transportation.

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

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD
Resolution

DT-R-0918-18

Attest: ________________________________

PAUL HINDS, COUNTY CLERK
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF DU PAGE AND THE CITY OF WARRENVILLE
FOR
IMPROVEMENTS OF
COUNTY HIGHWAY 53/DIEHL ROAD
(FROM DAVIS PARKWAY TO WINFIELD ROAD)
SECTION NO. 16-00263-02-CH

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this ___ day of __________, 2018, between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois and the City of Warrenville (hereinafter referred to as the "CITY"), a home rule municipal corporation with offices at 28W701 Stafford Place, Warrenville, Illinois. The COUNTY and the CITY are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the CITY has prepared the Phase I/Project Development Report for an improvement known as CH 53/Diehl Road from Davis Parkway to Winfield Road, County Section No. 16-00263-02-CH, (hereinafter referred to as the "PROJECT"); and

WHEREAS, the CITY and COUNTY jointly secured federal STP funding for the construction phase of this PROJECT; and

WHEREAS, the COUNTY and the CITY desire to cooperate in the construction of the PROJECT because of the benefit of the PROJECT to the residents of DuPage County, the City of Warrenville and the public; and

WHEREAS, the COUNTY is willing to cost participate in a share of the costs of the PROJECT; and

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/1-1001 et seq.) and "Illinois Highway Code" (605 ILCS 5/1-101 et seq.), and the CITY by virtue of its powers set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 et seq.) and its home rule powers under the Illinois Constitution, are authorized to enter into this AGREEMENT; and
WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION.

1.1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.

1.2. The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 SCOPE OF PROJECT

2.1. The COUNTY and CITY agree to cooperate in and make every effort to cause the construction of the PROJECT.

2.2. The COUNTY and CITY agree that the scope of the PROJECT will include constructing a westbound left turn lane and new opening in the existing Diehl Road barrier median at the existing Super Target right-in/right-out driveway to allow left-in movements (left-out movements will remain prohibited), extending the eastbound Diehl Road dual left turn lanes at Winfield Road and extending the westbound Diehl Road left turn lane at Davis Parkway and other appurtenant work.

2.3. The COUNTY agrees that the COUNTY’S estimated share of the cost of the PROJECT is approximately $130,000.00. A Funding Table is attached hereto as Exhibit “A” and is incorporated herein by reference.
3.0 RESPONSIBILITIES OF THE CITY

3.1. The CITY shall act as the lead agency and be responsible for completing all preliminary and design engineering, permit processing, right-of-way acquisition, if any, coordinating with the Illinois Department of Transportation for letting/awarding of construction contract, utility coordination, construction engineering and construction for the PROJECT.

3.2. Both the COUNTY and CITY agree that the CITY shall manage the contract for the construction of the PROJECT. The CITY agrees to manage the PROJECT in the best interest of both parties and to consult with, and keep advised, officials of the COUNTY regarding the progress of the PROJECT and any problems encountered or changes recommended.

3.3. The CITY shall submit the plans and specifications for the PROJECT to the COUNTY for review. The COUNTY shall provide review comments and the CITY will correct any errors and address other reasonable comments prior to the submittal of Final Plans and Specifications to the COUNTY.

3.4. The CITY shall agree to waive all local permit fees including storm water, if applicable for the PROJECT.

3.5. The CITY shall, if necessary, make arrangements for and issue permits for PROJECT required adjustments, relocations, modifications, etc. to utility facilities located within existing CITY rights of way which are in conflict with the PROJECT at no expense to the COUNTY.

4.0 RESPONSIBILITIES OF THE COUNTY

4.1. The COUNTY agrees to reimburse the CITY for its share of the PROJECT costs as follows:

4.1.1. Design cost estimate is $60,000.00; COUNTY participation is 50% or approximately $30,000.00;

4.1.2. Construction cost estimate is $400,000.00 based on the Phase I report; STP funding is 70% or
$280,000.00 and the local agency match is 30% or $120,000.00; COUNTY participation is 50% of the local match or approximately $60,000.00;

4.1.3. Construction engineering cost estimate is $80,000.00; COUNTY participation is 50% or approximately $40,000.00.

4.2. The COUNTY agrees to reimburse the CITY, within sixty (60) days of receipt of a properly documented invoice from the CITY, for the following amounts:

4.2.1. 50% of each of the following costs: the estimated engineering design cost, construction cost and construction engineering cost for the PROJECT as hereinabove referenced upon award of each of the engineering design, construction and construction engineering contracts by the CITY, respectively, and

4.2.2. the balance of actual costs upon completion of said engineering, construction and construction engineering, as evidenced by written or email acceptance by the COUNTY to the CITY of the work under each contract, within sixty (60) days of receipt of a properly documented invoice from the CITY.

5.0 MAINTENANCE

5.1. Upon completion of the PROJECT, the CITY shall be responsible for maintenance of that part of the PROJECT previously owned or under the jurisdiction of the CITY and the COUNTY shall be responsible for all maintenance of that part of the PROJECT previously owned or under the jurisdiction of the COUNTY.

6.0 INDEMNIFICATION

6.1. The COUNTY shall, to the extent permitted by law, indemnify, hold harmless and defend the CITY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss
or damage to property resulting from, or connected with, the COUNTY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.

6.1.1. The COUNTY and the CITY acknowledge that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY'S or any successor's or assign's authority and legal capacity to indemnify CITY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the CITY, or any person or entity claiming a right through CITY, or in the event of change in the laws of the State of Illinois governing COUNTY'S or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

6.2. The CITY shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CITY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The CITY does not hereby waive any defenses or immunity available to it with respect to third parties.

6.2.1. The COUNTY and the CITY acknowledge that the CITY has made no representations, assurances or guaranties regarding the CITY'S or any successor's or assign's authority and legal capacity to indemnify COUNTY as provided for in this AGREEMENT. In the event a court of
6.3. Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, who is not already an Assistant State’s Attorney, is to be appointed a Special Assistant State’s Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY’S participation in its defense shall not remove CITY’S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

6.4. Neither party waives, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the other party, under the law.

6.5. Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. Except with respect to occurrences arising before the completion of the Project, the CITY’S and COUNTY’S indemnification under Section 6.0 hereof shall terminate when the PROJECT is completed and the CITY and COUNTY each assume its respective maintenance responsibilities as set forth in Section 5.0 hereof.
7.0 GENERAL

7.1. It is understood and agreed by the parties hereto that this AGREEMENT is intended to address funding and plan/construction participation of the PROJECT and no changes to existing roadway and appurtenance maintenance and/or jurisdiction are proposed.

7.2. Whenever in this AGREEMENT, approval or review of either the COUNTY or CITY is provided for, said approval or review shall not be unreasonably delayed or withheld.

7.3. In the event of a dispute between the COUNTY and CITY representatives in the preparation of the plans and specifications, or changes thereto, or in carrying out the terms of this AGREEMENT, the County Engineer and the CITY Administrator shall meet and resolve the issue.

7.4. No later than fourteen (14) days after the execution of this AGREEMENT, each party shall designate a representative to the other party who shall serve as the full time representative of said party during the carrying out of the construction of the PROJECT. Each representative shall have authority, on behalf of such party, to receive notices and make inspections relating to the work covered in this AGREEMENT. Representatives shall be readily available to the other party.

7.5. This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

7.6. This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within four (4) years subsequent to the execution of this AGREEMENT.

8.0 ENTIRE AGREEMENT

8.1. This AGREEMENT represents the entire AGREEMENT between the parties with respect to the PROJECT, and
supersedes all previous communications or understandings whether oral or written.

9.0 NOTICES

9.1. Any notice required shall be deemed properly given to the party to be notified at the time it is personally delivered, or three days after it is mailed by certified mail, return receipt requested, or at the time it is sent by confirmed facsimile or email, to the party’s address. The address of each party is as specified below. Either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

City of Warrenville
28W701 Stafford Place
Warrenville, IL 60555
ATTN: John M. Coakley
City Administrator
Phone: 630.393.9427
Facsimile: 630.393.6948
Email: jcoakley@warrenville.il.us

County of DuPage
Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
ATTN: Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
Phone: 630.407.6900
Facsimile: 630.407.6901
Email: christopher.snyder@dupageco.org

10.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

10.1. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

11.0 NON-ASSIGNMENT

11.1. This AGREEMENT shall not be assigned by either party without the written consent of the other party, whose consent shall not be unreasonably withheld.
12.0 AUTHORITY TO EXECUTE/RELATIONSHIP

12.1. The parties hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the parties intend to be bound by the terms and conditions contained herein.

12.2. This AGREEMENT shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

13.0 GOVERNING LAW

13.1. This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

13.2. The forum for resolving any disputes concerning the parties’ respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

14.0 SEVERABILITY

14.1. In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
15.0 FORCE MAJEURE

15.1. Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

IN WITNESS whereof, the parties set their hands and seals as of the date first written above.

Daniel J. Cronin, Chairman
DuPage County Board

David Brummel, Mayor
City of Warrenville

ATTEST:

Paul Hinds
County Clerk

Emily Larson
City Clerk
EXHIBIT A

Design cost estimate is $60,000.00; COUNTY participation is 50% or approximately: $30,000.00

Construction cost estimate is $400,000.00 based on the Phase I report; STP funding is 70% or $280,000.00 and the local agency match is 30% or $120,000.00; COUNTY participation is 50% of the local match or approximately: $60,000.00

Construction engineering cost estimate is $80,000.00; COUNTY participation is 50% or approximately: $40,000.00

Approximate Total COUNTY participation: $130,000.00
Resolution
DT-R-0919-18

RENEWAL OF MEMBERSHIP AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND
JULIE, INC.
(ESTIMATED COUNTY COST $32,296.47)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) is a body corporate and politic and JULIE, INC. (hereinafter referred to as JULIE) is an Illinois not-for-profit corporation that provides utility location services; and

WHEREAS, the COUNTY is required to be a member of JULIE pursuant to Section 50/3 of the Illinois Underground Utility Facilities Damage Prevention Act (220 ILCS 50/1 et seq.); and

WHEREAS, Resolution DT-R-0679-16 was approved by the DuPage County Board on November 22, 2016 outlining the rights and responsibilities of the COUNTY and JULIE; and

WHEREAS, the 2019 fiscal year cost for JULIE services to the Division of Transportation is anticipated to be $19,339.71 and the cost to the Department of Public Works is anticipated to be $12,956.76; and

WHEREAS, the Transportation and Public Works Committees have reviewed and recommend approval to renew the Membership Agreement for the 2019 fiscal year.

NOW, THEREFORE, BE IT RESOLVED that the Membership Agreement between the COUNTY and JULIE be hereby renewed for an estimated COUNTY cost of $32,296.47 (Division of Transportation - $19,339.71/ Public Works - $12,956.76).

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
DELEGATION OF AUTHORITY FOR DIRECTOR OF TRANSPORTATION/COUNTY ENGINEER TO SIGN ILLINOIS DEPARTMENT OF TRANSPORTATION FORMS

WHEREAS, the Illinois Department of Transportation (IDOT) occasionally enters into agreements with Local Agencies (LA), other than the County of DuPage (COUNTY), where IDOT is the awarding agency of a project; and

WHEREAS, in said agreements the COUNTY is not a party; and

WHEREAS, with some of these LA projects IDOT requires the COUNTY to commit to the COUNTY’s maintenance responsibilities associated with an improvement affecting a COUNTY road or right-of-way; and

WHEREAS, with these LA projects IDOT requires the COUNTY to commit to its intent to enter into an Intergovernmental Agreement (IGA) with a Local Agency for any COUNTY cost participation; and

WHEREAS, IDOT’s forms embody the above-stated commitments and require immediate signature by the COUNTY; and

WHEREAS, due to review times and various deadlines, it is in the best interest of the COUNTY to authorize the Director of Transportation/County Engineer, to execute the above-referenced IDOT forms on the COUNTY’s behalf.

NOW THEREFORE BE IT RESOLVED, the County Board finds it is appropriate to authorize the Director of Transportation/County Engineer with the authority to execute the above-referenced IDOT forms on behalf of the County Board; and

BE IT FURTHER RESOLVED that the Director of Transportation/County Engineer has the authority to execute the above-referenced forms; and

BE IT FURTHER RESOLVED that the authority conferred by this Resolution shall be limited to the above-referenced IDOT forms; all IGAs shall continue to be presented to the Transportation Committee and County Board for approval; and

BE IT FURTHER RESOLVED, that copies of this Resolution shall be sent to the Division of Transportation.

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
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE VILLAGE OF CAROL STREAM
FOR MOWING ALONG COUNTY ROADS AND
RIGHTS OF WAY
(COUNTY COST UP TO $24,120.00 ANNUALLY FOR THREE YEARS)

WHEREAS, it is in the public interest that the County of DuPage enter into an
Intergovernmental Agreement for mowing of grass and vegetation growing along the roads and
rights-of-way under the jurisdiction of the County of DuPage; and

WHEREAS, the County Board has examined the agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the
Intergovernmental Agreement between the County of DuPage and the Village of Carol Stream
for mowing along County roads and rights-of-way be attached hereto and made a part of this
resolution; and

BE IT FURTHER RESOLVED that the County Board Chairman and the County Clerk
execute this agreement on behalf of the DuPage County Board; and

BE IT FURTHER RESOLVED that the County Clerk transmit a certified copy of this
Resolution and agreement to the Village of Carol Stream, by and through the Division of
Transportation.

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
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE VILLAGE OF CAROL STREAM
FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY

This intergovernmental agreement (hereinafter referred to as "Agreement"), entered into as hereinafter set forth, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and the Village of Carol Stream (hereinafter referred to as the "VILLAGE"), a municipal corporation. The COUNTY and the VILLAGE are hereinafter individually referred to as a "party" or together as the "parties."

WITNESSETH

WHEREAS, the COUNTY and the VILLAGE are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq., to contract with each other; and

WHEREAS, the VILLAGE agrees to mow grass along certain roads and rights of way which are within the maintenance jurisdiction of the COUNTY and within the corporate limits of the VILLAGE as follows (hereinafter referred to as "COUNTY MOWING"): 

<table>
<thead>
<tr>
<th>Co Hwy</th>
<th>Hwy Name</th>
<th>From</th>
<th>To</th>
<th>Side of Street</th>
<th>AREA (ac)</th>
</tr>
</thead>
<tbody>
<tr>
<td>43</td>
<td>County Farm Road</td>
<td>Army Trail Road</td>
<td>Vale Road</td>
<td>East and West (no medians)</td>
<td>7.42</td>
</tr>
<tr>
<td>23</td>
<td>Gary Avenue</td>
<td>CN Railroad</td>
<td>Geneva Road</td>
<td>East and West (no medians)</td>
<td>11.59</td>
</tr>
<tr>
<td>36</td>
<td>Schmale Road</td>
<td>IL 64</td>
<td>Geneva Road</td>
<td>East and West (no medians)</td>
<td>5.11</td>
</tr>
<tr>
<td>36</td>
<td>Schmale Road</td>
<td>CN Railroad</td>
<td>IL 64</td>
<td>West</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
<td>24.12</td>
</tr>
</tbody>
</table>

and;

WHEREAS, the COUNTY and the VILLAGE have determined that it is in the best interest of the citizens of DuPage County and the residents of the Village of Carol Stream for the VILLAGE to provide mowing along the above listed County Highways subject to the following GENERAL CONDITIONS AND SPECIFICATIONS:
GENERAL CONDITIONS

1. The VILLAGE shall visit the site of the proposed work, and shall investigate, examine and familiarize itself with the premises and conditions relating to the mowing to be done in order that it may understand the difficulties and restrictions required to complete the mowing to be done under this Agreement.

2. The VILLAGE shall furnish all labor, materials, equipment and transportation necessary to complete five (5) mowing cycles and up to fifteen (15) intermediate mowing(s) as necessary per year for three (3) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.

3. At the sole option of the COUNTY, the VILLAGE shall furnish all labor, materials, equipment and transportation necessary to complete additional mowing cycles, on any portion or portions of said COUNTY MOWING, under the terms and conditions herein set forth. The COUNTY shall give written notice to the VILLAGE of the portion or portions of roads and rights of way to be mowed not less than seven (7) days prior to the required starting date.

4. The safety of persons and property of the VILLAGE, the COUNTY, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.

5. All equipment and materials furnished by the VILLAGE shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The VILLAGE agrees, covenants, and understands that the VILLAGE bears sole liability for any injury or damage caused by the VILLAGE under this Agreement and that the COUNTY shall not accept any liability whatsoever from the VILLAGE except where any injury or damage is caused by the COUNTY.

6. Indemnification

   (a) The VILLAGE shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE's negligent or willful acts, errors or omissions or any
of the VILLAGE contractor’s or agent’s negligent or willful acts in its performance under this Agreement. The indemnification set forth herein shall not extend to any injury or damage caused by the negligent or willful acts, errors or omissions of the COUNTY or its officers, agents and employees.

(b) Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees, at their sole cost and expense, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, who is not already an Assistant State’s Attorney, is to be appointed a Special Assistant State’s Attorney, in accordance with the applicable law. The COUNTY’s participation in its defense shall not remove the VILLAGE’s duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, that the VILLAGE shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the VILLAGE would be required to indemnify the COUNTY hereunder subject to the approval of the State’s Attorney to settle all claims. The State’s Attorney shall not unreasonably withhold such approval.

(c) Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided. The VILLAGE’s indemnification of the COUNTY shall survive the termination, or expiration, of this Agreement.

(d) The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 70/1 et seq.) or otherwise available to it, or to the VILLAGE, under the law.”

7. At all times during the period of this Agreement, the VILLAGE and, if applicable, their contractor shall maintain the following insurance coverage(s), or be self-insured to cover the following:

(a) **Worker’s Compensation Insurance** in the statutory amounts.

(b) **Employer’s Liability Insurance** in an amount not less than one million dollars ($1,000,000.00) each
accident/injury and one million dollars ($1,000,000.00) each employee/disease.

(c) **Commercial (Comprehensive) General Liability**
Insurance with a limit of not less than three million dollars ($3,000,000) total; including limits of not less than two million ($2,000,000) dollars per occurrence and one million ($1,000,000) dollars excess liability in the annual aggregate injury/property damage.

(d) **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million ($1,000,000) dollars Combined Single Limit (Each Accident).

(e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The VILLAGE shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor’s insurance including endorsements shall be provided by the VILLAGE to the COUNTY immediately upon request. Additionally, the VILLAGE shall include in all of its contracts a statement expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.

(f) The VILLAGE shall require all approved contractors, anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable under this Agreement, to acquire and maintain the insurance as set forth in Paragraph 7. (a) to (d) of the Agreement. The COUNTY retains the right to obtain evidence of contractor’s insurance coverage at any time. The VILLAGE will ensure that its contractors and subcontractors name the COUNTY as an additional insured as set out in the paragraphs below. The VILLAGE understands that it is to the VILLAGE’s benefit to diligently enforce this insurance requirement as the VILLAGE shall indemnify the COUNTY, its officials, officers, agents, and employees from all liability, in its performance under this Agreement pursuant to the terms in Paragraph 6 herein."

(g) The insurance required to be purchased and maintained by the VILLAGE and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, and 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 be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the VILLAGE is satisfying insurance required through a combination of primary and excess coverage, the VILLAGE shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that affect. The VILLAGE shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

(h) It is the duty of the VILLAGE to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the VILLAGE shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the required insurance coverage, the COUNTY shall notify the VILLAGE that the VILLAGE can proceed with the work that is a part of this Agreement. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this Agreement, and the VILLAGE shall accept and bear all costs that may result from the cancellation of this Agreement due to the VILLAGE’s or if applicable, their contractor’s failure to provide and maintain the required insurance.

(i) The VILLAGE’s and if applicable, their contractor’s insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional insured parties. The Certificate of Insurance/endorsements shall state: “The County of DuPage, its officers, and employees are named as additional insured(s) as defined in the Commercial (Comprehensive) General Liability Insurance and Commercial (Comprehensive) Automobile Liability Insurance policies with respect to claims arising from the VILLAGE’s performance under this Agreement. The Endorsements must also be provided naming the
If the VILLAGE will be using their own forces for the work covered in this Agreement, the VILLAGE shall inform the COUNTY in writing following execution of this Agreement. If, however, the VILLAGE will be hiring a contractor for the work covered in this Agreement, the VILLAGE shall inform the COUNTY in writing following execution of this Agreement and shall provide a copy of said contract to the COUNTY upon request.

8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.

9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.

11. This Agreement shall be governed by the laws of the State of Illinois. The forum for resolving any disputes concerning the parties’ respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.

12. In the event, any provisions of this Agreement is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the Agreement. The remainder of this Agreement shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and said notice shall be effective upon receipt as verified by the United States Postal Service, to the following addresses:
FOR THE VILLAGE:
Robert Mellor
Village Manager
Village of Carol Stream
500 Gary Avenue
Carol Stream, Illinois 60188

FOR THE COUNTY:
Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187

14. This Agreement shall remain in full force and effect after execution by the parties as set forth below until April 30, 2022, unless terminated by thirty (30) days written notice to the other party as referenced above.

SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right of way line. Median and island areas are also included as part of this Agreement (as referenced in table hereinabove) and shall be mowed back to back of curb.

2. Grass shall be mowed to the height of three (3) inches.

3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application of professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Highway Operations Manager shall constitute prima facie evidence of a reasonable application of such professional standards.

4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.

5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this contract. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.

6. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the VILLAGE and shall be included in the cost of mowing. Any
areas where materials are encountered that would not be classified as "typical roadway trash" should be referred to the DuPage County Highway Operations Manager for removal.

7. Damage caused by the VILLAGE to turf areas shall be repaired to the satisfaction of the DuPage County Highway Operations Manager prior to payment for the cycle in which damage occurred.

8. The VILLAGE shall protect all work sites with proper traffic control as specified in the current "Manual of Uniform Traffic Control Devices" and applicable standards as included in these special provisions, and appropriate at any particular site. The safety of employees and the public shall be of primary concern.

9. Roadways shall be kept open to traffic in both directions at all times. The loading and unloading of materials and/or equipment shall be done in a protected area completely off the traveled roadway. If it is necessary for a slow moving piece of equipment to travel for a short distance along the roadway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled roadway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.

10. No equipment or material shall be stored on the pavement or shoulders at any time.

11. The starting date for each year’s mowing cycle shall be no later than the following:

First Mowing - May 1
Second Mowing - June 1
Third Mowing - July 1
Fourth Mowing - August 1
Fifth Mowing - September 15

Fifteen (15) intermediate mowing cycles may be completed as weather and grass conditions warrant.

12. The COUNTY shall pay the VILLAGE the lessor of $1,206.00 or contractor pricing plus ten percent (10%) for construction engineering within forty-five (45) days of receipt of invoice after the completion of each mowing cycle of 24.12 acres.

13. The VILLAGE shall endeavor to submit a final invoice for all mowing no later than November 15th of each year for the term of this Agreement.
14. Additions or deductions to the mowing acres may be required during the mowing season and will be done at the sole discretion of the COUNTY. Additions or deductions will be made to the payment due for a mowing cycle at a unit price of the lessor of Fifty Dollars per acre ($50.00 per acre) or contractor pricing plus ten percent (10%) for construction engineering. The DuPage County Division of Transportation will notify the VILLAGE in writing, of any additions or deductions made in the mowing cycle acres.

WHEREAS, the parties hereto have read and reviewed the terms of this Agreement and by their signature as affixed below represent that the signing party has the authority to execute this Agreement and that the parties intend to be bound by the terms and conditions contained herein.

WHEREAS, this Agreement shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

WHEREAS, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.
WHEREAS, this Agreement shall become effective on the day on which both parties hereto have executed this document.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this ____ day of __________, 2018 at Wheaton, Illinois.

Daniel J. Cronin, Chairman
DuPage County Board

ATTEST:
Paul Hinds, County Clerk

VILLAGE OF CAROL STREAM

Signed this 15th day of October, 2018, at Carol Stream, Illinois.

Frank Saverino, Mayor
Village of Carol Stream

ATTEST:
Laura Czarnecki, Village Clerk
Village of Carol Stream
AWARDING RESOLUTION
ISSUED TO RED WING BRANDS OF AMERICA
TO FURNISH AND DELIVER
SAFETY SHOES AND WORK BOOTS
AS NEEDED FOR THE DIVISION OF TRANSPORTATION,
PUBLIC WORKS, FACILITIES MANAGEMENT, STORMWATER
AND THE CARE CENTER
(CONTRACT TOTAL NOT TO EXCEED $53,000.00)

WHEREAS, requests for proposals have been taken and processed in accordance with County Board policy; and

WHEREAS, the most qualified proposal has been designated and the Transportation, Public Works, Stormwater and Health and Human Services Committees recommend County Board approval for the issuance of a contract purchase order to Red Wing Brands of America, Inc. to furnish safety shoes and work boots, as needed for the Division of Transportation, Public Works, Facilities Management, Stormwater and the Care Center for the period December 1, 2018 through November 30, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish safety shoes and work boots, as needed for the Division of Transportation, Public Works, Facilities Management, Stormwater and the Care Center for the period December 1, 2018 through November 30, 2019, is hereby approved for issuance of a contract purchase order to Red Wing Brands of America, Inc. 314 Main Street, Red Wing, Minnesota 55066, for a contract total not to exceed $53,000.00 (Division of Transportation $21,000.00, Public Works $15,000.00, Facilities Management $10,000.00, Stormwater $4,500.00, Care Center $2,500.00); Per renewal option under RFP 17-177-JM, first of three options to renew.

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
This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
<th>SOLICITATION METHOD FOR SOURCE SELECTION</th>
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#### SOLICITATION METHOD FOR SOURCE SELECTION

- **Jan Janowicz**: Completed 10/19/2018 11:26 AM
- **Christopher Snyder**: Completed 10/19/2018 11:35 AM
- **Tony Charlton**: Completed 10/19/2018 12:43 PM
- **Laura Grobe**: Completed 10/19/2018 1:38 PM
- **Tim Harbaugh**: Completed 10/19/2018 2:08 PM
- **Angela Bendinelli**: Completed 10/22/2018 10:38 AM
- **Nick Kottmeyer**: Completed 10/22/2018 10:45 AM
- **Karen Graczyk**: Completed 10/22/2018 12:01 PM
- **Janelle Chadwick**: Completed 10/24/2018 8:49 AM
- **Kathy Ostrowski**: Completed 10/29/2018 5:54 PM
- **James McGuire**: Completed 10/30/2018 4:10 PM
- **Paul Rafac**: Completed 10/30/2018 5:03 PM
- **Tom Cuculich**: Completed 10/31/2018 10:22 AM
- **Kathy Ostrowski**: Completed 11/02/2018 3:28 PM
- **Public Works Committee**: Completed 11/06/2018 9:15 AM
- **Health & Human Services**: Completed 11/06/2018 10:15 AM
- **Transportation Committee**: Completed 11/06/2018 10:00 AM
- **Finance Committee**: Pending 11/13/2018 8:00 AM
- **County Board**: Pending 11/13/2018 10:00 AM
- **Stormwater Management Committee**: Pending 11/20/2018 7:30 AM
**Purchase Requisition**

**Procurement Services Division**

**Send Purchase Order To:**

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<tr>
<th>Vendor: Red Wing Brands of America</th>
<th>Vendor #: 10549</th>
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<tbody>
<tr>
<td>Attn: Brian Duerinck</td>
<td>Email: brian@<a href="mailto:duerinck@redwingshoes.com">duerinck@redwingshoes.com</a></td>
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<tr>
<td>Address: 314 Main St.</td>
<td>Phone: 815-355-4242</td>
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<td>City: Red Wing</td>
<td>Fax: 815-714-2960</td>
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<td>Address: P.O. Box 844329</td>
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**Send Invoices To:**

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<td>PO 25 Purchase Order To:</td>
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<td>Darcie Garza, CPPB</td>
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<td>Contract Start Date</td>
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**Requisition Total $53,000.00**

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

This contract purchase order is to furnish and deliver Safety Shoes and Work Boots, for qualified employees on an "as needed" basis, for the Division of Transportation, Public Works, Facilities Management, Stormwater and the Care Center for the period December 1, 2018 through November 30, 2019 per most qualified offer on Proposal RFP #17-177-JM.

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

Please print invoice distribution on Purchase Order:

Service Lines 1-4 - DuPage County DOT, 421 N. County Farm Road, Wheaton, IL 60187 Attn: Kathy Curcio

Service Line 5: DuPage County Facilities Management, 421 N. County Farm Road, Wheaton, IL 60187 Attn: Tim Harbaugh

Service Line 6: DuPage County Public Works, 7900 S. Route 53, Woodridge, IL 60517 Attn: Amy Arolwe

Service Line 7: DuPage County Stormwater, 421 N. County Farm Road, Wheaton, IL 60187 Attn: Alicia Perez

Service Line 8: DuPage County Care Center, 400 N. County Farm Road, Wheaton, IL 60187 Attn: Vinit Patel

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

SM-P-0275-18
**Purchase Requisition**  
**Procurement Services Division**

**Send Purchase Order To:**
- **Vendor:** Red Wing Brands of America  
  - Vendor #: 10549  
- **Attn:** Brian Duerinck  
  - Email: brian@duerinck@redwingshoes.com  
- **Address:** 314 Main St.  
- **City:** Red Wing  
  - State: MN  
  - Zip: 55066  
- **Phone:** 815-355-4242  
  - Fax: 815-714-2960

**Send Payments To:**
- **Vendor:** Red Wing Brands of America  
  - Vendor #: 10549  
- **Attn:**  
  - Email:  
- **Address:** P.O. Box 844329  
- **City:** Dallas  
  - State: TX  
  - Zip: 75284-4329  
- **Phone:** 888-767-7874  
- **Fax:**

**Payment Terms:**  
- **PER 50 ILCS 505/1**  
- **PO 20 Delivery Date:**

**Ship To:**
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- **Phone:**  
- **Fax:**

**Send Invoices To:**
- **Dept:** Various - See Instructions below  
- **Address:**  
- **City:**  
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**Requisition Total:** $53,000.00

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

This contract purchase order is to furnish and deliver Safety Shoes and Work Boots, for qualified employees on an "as needed" basis, for the Division of Transportation, Public Works, Facilities Management, Stormwater and the Care Center for the period December 1, 2018 through November 30, 2019 per most qualified offer on Proposal RFP #17-177-JM.

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

Please print invoice distribution on Purchase Order:
- Service Lines 1-4: DuPage County DOT, 421 N. County Farm Road, Wheaton, IL 60187  
  - Attn: Kathy Curcio  
- Service Line 5: DuPage County Facilities Management, 421 N. County Farm Road, Wheaton, IL 60187  
  - Attn: Tim Harbaugh  
- Service Line 6: DuPage County Public Works, 7900 S. Route 53, Woodridge, IL 60517  
  - Attn: Amy Arlowe  
- Service Line 7: DuPage County Stormwater, 421 N. County Farm Road, Wheaton, IL 60187  
  - Attn: Alicia Perez  
- Service Line 8: DuPage County Care Center, 400 N. County Farm Road, Wheaton, IL 60187  
  - Attn: Vinit Patel

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

SM-P-0275-18
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>
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<tr>
<th>Requesting Department</th>
<th>Division of Transportation</th>
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<tbody>
<tr>
<td>Contact Email</td>
<td><a href="mailto:darcie.garza2@dupageco.org">darcie.garza2@dupageco.org</a></td>
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<tr>
<td>Vendor Name</td>
<td>Red Wing Brands of America, Inc.</td>
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<tr>
<td>Department Contact</td>
<td>Darcie Garza, CPPB</td>
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<td>Contact Phone</td>
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**Action Requested** - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Recommendation for approval of a contract purchase order to provide Safety Shoes and Work Boots, for qualified employees, as needed, for the period December 1, 2018 through November 30, 2019 for a contract total, not to exceed $53,000.00. This is a multi departmental Purchase, covering the Division of Transportation, Facilities Management, Public Works, Stormwater and the Care Center.

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

Qualified employees are provided with a $200.00 allowance voucher to purchase Safety Shoes or Work Boots. Red Wing will invoice the County the amount for what the employee spends on their safety shoes or work boots up to $200.00. Any amount exceeding the $200 voucher, is paid by the employee at the time of purchase.

**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.

Safety footwear is essential to the performance of work by County Employees to prevent and minimize potential for foot injury. Based on assigned duties, safety shoes and work boots are subjected to daily usage, wear and tear requiring regular replacement. Individual departments keep appropriate records to ensure that individual shoe purchases are conducted annually.

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

Proposal 17-177 was solicited by Purchasing to provide Red Wing or equivalent safety shoes and/or work boots and two (2) responses were submitted. Proposals were analyzed by representatives from DOT, Facilities Management and Public Works. The listed evaluation criteria categories included: Vendor Acceptability and Ease of Use with Voucher System, Brands Offered, Locations of convenience for employees and Pricing. It was determined via proposal scoring, Red Wing was the best value offeror.

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

The Departments involved recommend a contract purchase order be awarded to Red Wing to furnish safety shoes and work boots for qualified employees at a 15% discount. Red Wing has several convenient locations throughout DuPage County; is familiar with DuPage County’s voucher system; wide range of brands offered and better discount rate.

**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.

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<td>Facilities Management</td>
<td>1000</td>
<td>1100</td>
<td>52200</td>
<td>$10,000.00</td>
<td></td>
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<tr>
<td>Public Works</td>
<td>2000</td>
<td>2665</td>
<td>52200</td>
<td>$15,000.00</td>
<td></td>
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</tr>
<tr>
<td>Stormwater</td>
<td>1600</td>
<td>3000</td>
<td>52200</td>
<td>$4,500.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Care Center</td>
<td>1200</td>
<td>2035</td>
<td>52200</td>
<td>$2,500.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
COUNTY OF DU PAGE, ILLINOIS
OPTION TO RENEW CONTRACT

This agreement, made and entered into by the County of DuPage, Department of Finance, Procurement Services Division, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "County" and Multi Service Technology Solutions, Inc. dba Red Wing Brands of America, located at 314 Main Street, Red Wing, MN 55066, hereinafter called the "Contractor", witnesseth;

The County and the Contractor have previously entered into a Contract, pursuant to Bid #17-177-JM which became effective December 1, 2017 and which expires November 30, 2018. The contract is subject to an FIRST option to renew for a twelve (12) month period.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

The contract renewal becomes effective December 1, 2018 and expires November 30, 2019, contingent upon Parent Committee approval.

RED WING BRANDS OF AMERICA, INC.

SIGNATURE

PRINTED NAME

PRINTED TITLE

DATE

COUNTY OF DU PAGE, ILLINOIS

Joel McAvoy
DuPage County Buyer

DATE

9/13/18

9-12-2018
Required Vendor Ethics Disclosure Statement

Date: 9-13-2018

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 whom the contracting person has made contributions.

**X** 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, service, 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>
<tbody>
<tr>
<td>Brian Duerinck</td>
<td>815-355-4242</td>
<td><a href="mailto:brian.duerinck@redwingshoes.com">brian.duerinck@redwingshoes.com</a></td>
</tr>
</tbody>
</table>

A contractor or vendor who 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
- 60 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

Title

Date

PAGE 1 OF 1 (total number of pages)
AWARDING RESOLUTION ISSUED TO
VISU-SEWER OF ILLINOIS, LLC
TO PROVIDE CURE IN PLACE PIPE LINING
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $144,160.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the Transportation Committee recommends the County Board approval for the issuance of a contract purchase order to Visu-Sewer of Illinois, LLC, to provide cure in place pipe lining, for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED, that covering said, to provide cure in place pipe lining, for the Division of Transportation, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Visu-Sewer of Illinois, LLC., 9014 S. Thomas Ave., Bridgeview, IL 60455, for a contract total amount not to exceed $144,160.00.

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
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>12/1/18 - 11/30/19</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>$144,160.</td>
<td>TRANSPORTATION COMMITTEE</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan Janowicz</td>
<td>Completed</td>
<td>10/25/2018 9:40 AM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>10/25/2018 2:57 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>10/30/2018 3:02 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>10/30/2018 4:06 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>10/30/2018 4:57 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>11/02/2018 4:16 PM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>Completed</td>
<td>11/06/2018 10:00 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>11/13/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>11/13/2018 10:00 AM</td>
</tr>
</tbody>
</table>
## Purchase Requisition
### Procurement Services Division

### Send Purchase Order To:
- **Vendor:** Visu-Sewer of Illinois, LLC
- **Attn:** Dave Alexander
- **Address:** 9014 S. Thomas Ave.
- **City:** Bridgeview
- **State:** IL
- **Zip:** 60455
- **Phone:** 262-695-2340

### Send Invoices To:
- **Vendor:** Visu-Sewer of Illinois, LLC
- **Attn:** Kathy Curcio
- **Address:** 421 N. County Farm Road
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 630-407-6892

### Send Payments To:
- **Vendor:** Visu-Sewer of Illinois, LLC
- **Attn:** John Gavurnik
- **Address:** 140 N. County Farm Road
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 630-407-6920

### Header Comments:
THIS CONTRACT PURCHASE ORDER IS TO PROVIDE FOR CURE IN PLACE PIPELINING FOR THE DIVISION OF TRANSPORTATION SECTION OF BID 18-175-PW FOR A CONTRACT TOTAL NOT TO EXCEED $144,160.00

### Special Instructions/Comments to Buyer or Approver:
SEND COMPLETED APPROVED PO TO DAVE ALEXANDER
JOHN GAVURNIK CONTACTED THE VENDOR - VENDOR WILL START WORK MID FEBRUARY

### User Department Internal Notes:
Trans Committee 11/06/18
County Board 11/13/18

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Act # | Sub-Accts and/or Activity # | Unit Price | Extension |
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>CIPP Sewer Lining SRVC</td>
<td></td>
<td>1500</td>
<td>3510</td>
<td>53320</td>
<td></td>
<td></td>
<td>144,160.00</td>
<td>144,160.00</td>
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</tbody>
</table>

**Requisition Total:** $144,160.00

**SM-P-0291-18**
**Procurement Review Checklist**

**Procurement Services Division**

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

**Vendor:** Visu-Sewer of Illinois, Inc.  
**Vendor #:** 30081  
**Dept:** Division of Transportation  
**Contact:** John Gavurnik  
**Phone:** 630-407-6920  

**Description of Procurement/Scope of Work/Background:**
To provide cure in place pipe lining, for a contract total, not to exceed $144,160.00. This award covers the DOT Section of bid #18-175-PW.

**Reason for Procurement:**
To rehabilitate and restore the structural integrity of existing storm sewer lines.

**FUNDING SOURCE**
- ☑ Procurement budgeted for (FY and budget code(s)): 1500 3510 53320
- ☐ Budget Transfer (Date) __________  
- ☐ Add'l Information

**DECISION MEMO NOT REQUIRED**
- ☑ LOWEST RESPONSIBLE QUOTE # or BID # 18-175-PW (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>DG, CPPB</th>
<th>Oct 17, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By</td>
<td>Date</td>
</tr>
<tr>
<td>Date</td>
<td>Recommended for Approval</td>
</tr>
<tr>
<td>Date</td>
<td>IT Approval, if required</td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Oct 30-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>Procurement Officer</td>
</tr>
<tr>
<td>Date</td>
<td>Chairman's Office</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Oct 30-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>(Decision Memos Over $25,000)</td>
</tr>
<tr>
<td>Date</td>
<td>(Decision Memos Over $25,000)</td>
</tr>
</tbody>
</table>

FUNDING SOURCE: 
- Procurement budgeted for (FY and budget code(s)): 1500 3510 53320

**Contract**
- Term: 12/1/18 - 11/30/19
- Total: $144,160.00

**Contact**
- John Gavurnik
- Phone: 630-407-6920

**Assigned Committee:** Transportation

**Description of Procurement/Scope of Work/Background:**
To provide cure in place pipe lining, for a contract total, not to exceed $144,160.00. This award covers the DOT Section of bid #18-175-PW.

**Reason for Procurement:**
To rehabilitate and restore the structural integrity of existing storm sewer lines.

**FUNDING SOURCE**
- Procurement budgeted for (FY and budget code(s)): 1500 3510 53320

**DECISION MEMO NOT REQUIRED**
- LOWEST RESPONSIBLE QUOTE # or BID # 18-175-PW (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)

**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)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)

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

<table>
<thead>
<tr>
<th>DG, CPPB</th>
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<tbody>
<tr>
<td>Prepared By</td>
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<td>Date</td>
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</tr>
<tr>
<td>Date</td>
<td>IT Approval, if required</td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Oct 30-18</th>
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</thead>
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<td>Date</td>
<td>Procurement Officer</td>
</tr>
<tr>
<td>Date</td>
<td>Chairman's Office</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Oct 30-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>(Decision Memos Over $25,000)</td>
</tr>
<tr>
<td>Date</td>
<td>(Decision Memos Over $25,000)</td>
</tr>
<tr>
<td>Criteria</td>
<td>Visu-Sewer of IL</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>Total Price DuPage County Public Works</td>
<td>$177,382.00</td>
</tr>
<tr>
<td>Total Price DuPage County DOT</td>
<td>$144,160.00</td>
</tr>
<tr>
<td>Total Price DuPage County Highland Hills</td>
<td>$121,038.00</td>
</tr>
<tr>
<td>Total Bid Price</td>
<td>$442,580.00</td>
</tr>
</tbody>
</table>

Notes: Public Works has requested a Contingency of 10%, Total Bid Price + Contingency = $175,640.30.
Highland Hills has requested a Contingency of 10%, Total Bid Price + Contingency = $125,592.72.

<table>
<thead>
<tr>
<th>Invitations Sent</th>
<th>242</th>
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</thead>
<tbody>
<tr>
<td>Potential Bidders Requesting Bid Documents</td>
<td>11</td>
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<tr>
<td>Total Bid Responses Received</td>
<td>5</td>
</tr>
<tr>
<td>Bid Opening Attended</td>
<td>DT, CH</td>
</tr>
</tbody>
</table>
### DuPage County Public Works:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cured in Place Pipe - 8&quot;</td>
<td>LF</td>
<td>4,834</td>
<td>33.00</td>
<td>$161,422.00</td>
</tr>
<tr>
<td>Protruding Tap Removal</td>
<td>EA</td>
<td>12</td>
<td>250.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Re-Instatement of Service Laterals</td>
<td>EA</td>
<td>80</td>
<td>125.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>End Seal Gaskets</td>
<td>EA</td>
<td>36</td>
<td>135.00</td>
<td>$4,860.00</td>
</tr>
</tbody>
</table>

**Total Bid – DuPage County Public Works:**

$177,382.00

### DuPage County Division of Transportation (DOT):

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cured in Place Pipe - 12&quot;</td>
<td>LF</td>
<td>100</td>
<td>175.00</td>
<td>$17,500.00</td>
</tr>
<tr>
<td>Cured in Place Pipe - 15&quot;</td>
<td>LF</td>
<td>170</td>
<td>99.00</td>
<td>$16,830.00</td>
</tr>
<tr>
<td>Cured in Place Pipe - 38&quot; x 60 Oval</td>
<td>LF</td>
<td>400</td>
<td>275.00</td>
<td>$110,000.00</td>
</tr>
</tbody>
</table>

**Total Bid – DuPage County DOT:**

$144,160.00

### Highland Hills:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cured in Place Pipe - 8&quot;</td>
<td>LF</td>
<td>3,266</td>
<td>33.00</td>
<td>$107,778.00</td>
</tr>
<tr>
<td>Protruding Tap Removal</td>
<td>EA</td>
<td>12</td>
<td>250.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Re-Instatement of Service Laterals</td>
<td>EA</td>
<td>54</td>
<td>125.00</td>
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<tr>
<td>End Seal Gaskets</td>
<td>EA</td>
<td>26</td>
<td>135.00</td>
<td>$3,510.00</td>
</tr>
</tbody>
</table>

**Total Bid – Highland Hills:**

$121,030.00
**BID AWARD CRITERIA:**

This bid will be awarded to the lowest responsive, responsible bidder. The Contractor agrees to provide the equipment, labor, services, supplies and materials described in the contract specifications and under the conditions outlined in the bid documents for the amount stated below.

**TOTAL BID PRICING:**

<table>
<thead>
<tr>
<th></th>
<th>TOTAL PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>DuPage County Public Works:</td>
<td>$177,382.00</td>
</tr>
<tr>
<td>B</td>
<td>DuPage County DOT:</td>
<td>$144,140.00</td>
</tr>
<tr>
<td>C</td>
<td>Highland Hills:</td>
<td>$121,038.00</td>
</tr>
</tbody>
</table>

**TOTAL BID PRICE:**

- **A + B + C**
  
  Four Hundred Forty Two Thousand Five Hundred and Eighty Dollars
  
  $442,580.00

**CONTINGENCY 10%**

- $44,258.00

**STARTING AND COMPLETION:**

Upon award, performance and payment bonds are to be submitted for County review. Once bonds are approved, a Notice to Proceed will be issued by the County. Work can then commence immediately.

Time is of the essence in this agreement. The Contractor should commence on approximately September 2018, and completed no later than November 30, 2018.

The undersigned is aware that Prevailing Wage Rates apply to some or all work performed on this contract. It is the contractor's responsibility to comply with these requirements and to assure compliance by his/her subcontractors and/or lower tier subcontracts required by this contract.

**CORPORATE SEAL**

(If Available)

**BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION**

Subscribed and sworn to before me this 10TH day of OCTOBER AD, 2018

My Commission Expires: 2/15/2019

COUNTY OF DuPage BID #18-175-PW
CURVED IN PLACE PIPE LINING
Page 57 of 72
# 2018 Main Lining List

<table>
<thead>
<tr>
<th>Location</th>
<th>Town</th>
<th>MH</th>
<th>To MH</th>
<th>Total Taps</th>
<th>Do Not Reinstate</th>
<th>Segment Length</th>
<th>Pipe Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glenn Dr</td>
<td>Burr Ridge</td>
<td>053</td>
<td>To 052</td>
<td>3</td>
<td>0</td>
<td>309</td>
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</tr>
<tr>
<td>Glenn Dr</td>
<td>Burr Ridge</td>
<td>052</td>
<td>To 051</td>
<td>3</td>
<td>0</td>
<td>347</td>
<td>8&quot;</td>
</tr>
<tr>
<td>Glenn Dr</td>
<td>Burr Ridge</td>
<td>051</td>
<td>To 050</td>
<td>2</td>
<td>0</td>
<td>237</td>
<td>8&quot;</td>
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<tr>
<td>Glenn Dr</td>
<td>Burr Ridge</td>
<td>050</td>
<td>To 049</td>
<td>3</td>
<td>0</td>
<td>245</td>
<td>8&quot;</td>
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<tr>
<td>Echo Ln</td>
<td>Willowbrook</td>
<td>062</td>
<td>To 057</td>
<td>11</td>
<td>0</td>
<td>388</td>
<td>8&quot;</td>
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<td>Janet Ave</td>
<td>Darien</td>
<td>140</td>
<td>To 139</td>
<td>13</td>
<td>0</td>
<td>306</td>
<td>8&quot;</td>
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<tr>
<td>Janet Ave</td>
<td>Darien</td>
<td>139</td>
<td>To 138</td>
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<td>0</td>
<td>285</td>
<td>8&quot;</td>
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<tr>
<td>Janet Ave</td>
<td>Darien</td>
<td>138</td>
<td>To 137</td>
<td>6</td>
<td>0</td>
<td>465</td>
<td>8&quot;</td>
</tr>
<tr>
<td>Williams St</td>
<td>Darien</td>
<td>055</td>
<td>To 081</td>
<td>1</td>
<td>0</td>
<td>266</td>
<td>8&quot;</td>
</tr>
<tr>
<td>Country Ln</td>
<td>Darien</td>
<td>368</td>
<td>To 369</td>
<td>10</td>
<td>0</td>
<td>245</td>
<td>8&quot;</td>
</tr>
<tr>
<td>70th St</td>
<td>Darien</td>
<td>95</td>
<td>To 954</td>
<td>11</td>
<td>0</td>
<td>300</td>
<td>8&quot;</td>
</tr>
<tr>
<td>Winter Circle</td>
<td>D.G. Two</td>
<td>053</td>
<td>To 052</td>
<td>0</td>
<td>0</td>
<td>161</td>
<td>8&quot;</td>
</tr>
<tr>
<td>Winter Circle</td>
<td>D.G. Two</td>
<td>057</td>
<td>To 056</td>
<td>10</td>
<td>0</td>
<td>367</td>
<td>8&quot;</td>
</tr>
<tr>
<td>Claremont Dr</td>
<td>D.G. Two</td>
<td>026</td>
<td>To 025</td>
<td>6</td>
<td>0</td>
<td>300</td>
<td>8&quot;</td>
</tr>
<tr>
<td>Forest Ave</td>
<td>Glen Ellyn</td>
<td>078</td>
<td>To 077</td>
<td>3</td>
<td>0</td>
<td>300</td>
<td>8&quot;</td>
</tr>
<tr>
<td>Highland Hills</td>
<td>Sanitary Dist</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S Main St</td>
<td>H.H.S.D</td>
<td>027</td>
<td>To 028</td>
<td>3</td>
<td></td>
<td>220</td>
<td>8&quot;</td>
</tr>
<tr>
<td>Stewart Ave</td>
<td>H.H.S.D</td>
<td>042</td>
<td>To 048</td>
<td>2</td>
<td>0</td>
<td>238</td>
<td>8&quot;</td>
</tr>
<tr>
<td>Stewart Ave</td>
<td>H.H.S.D</td>
<td>049</td>
<td>To 050</td>
<td>0</td>
<td>0</td>
<td>356</td>
<td>8&quot;</td>
</tr>
<tr>
<td>Stewart Ave</td>
<td>H.H.S.D</td>
<td>054</td>
<td>To 050</td>
<td>9</td>
<td></td>
<td>356</td>
<td>8&quot;</td>
</tr>
<tr>
<td>13th St &amp; Highland</td>
<td>H.H.S.D</td>
<td>007</td>
<td>To 008</td>
<td>4</td>
<td></td>
<td>307</td>
<td>8&quot;</td>
</tr>
<tr>
<td>515 Place &amp; Grace BRKDS</td>
<td>H.H.S.D</td>
<td>006</td>
<td>To 100</td>
<td>7</td>
<td></td>
<td>289</td>
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<tr>
<td>Between 13th Pl &amp; E 14th St</td>
<td>H.H.S.D</td>
<td>030</td>
<td>To 031</td>
<td>7</td>
<td></td>
<td>207</td>
<td>8&quot;</td>
</tr>
<tr>
<td>Gramercy Park</td>
<td>H.H.S.D</td>
<td>040</td>
<td>To 156</td>
<td>0</td>
<td></td>
<td>357</td>
<td>8&quot;</td>
</tr>
<tr>
<td>South Stewart</td>
<td>H.H.S.D</td>
<td>054</td>
<td>To 050</td>
<td>11</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

**DOOT Status**

<table>
<thead>
<tr>
<th>Location</th>
<th>Bloomington</th>
<th>Milton</th>
<th>Milton</th>
<th>Milton</th>
<th>Milton</th>
<th>Milton</th>
</tr>
</thead>
<tbody>
<tr>
<td>130 S Bloomingdale Rd</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>245 S Gary Ave</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>5612 S Madison</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>collegeabbeywood</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>8S164 W 63rd St</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>300 W 63rd St</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>27 W Geneva Rd</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>2128 Driving Park Rd</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>865 Geneva Rd</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>1365 Naperville Rd</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/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.

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 disclosures are 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

Title

Date

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COUNTY OF DuPAGE BID #18-175-PW
CURRED IN PLACE PIPE LINING
Page 59 of 72
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 5-1-22 of the Counties code; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract purchase order to 3M Company, to furnish and deliver sign materials/rolled goods, as needed for the Division of Transportation, for the period November 13, 2018 through October 14, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver sign materials/rolled goods, as needed for the Division of Transportation, for the period November 13, 2018 through October 14, 2019, be, and is hereby approved for issuance of a contract purchase order to 3M Company - TSD Customer Service - Building 583-05-01, St. Paul, Minnesota 55144, for a contract total not to exceed $30,000.00.

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

______________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

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

DT-P-0292-18

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 $30,000.</td>
</tr>
<tr>
<td>CONTRACT TERM NOVEMBER 13, 2018 - OCTOBER 14, 2019</td>
</tr>
<tr>
<td>REQUESTING DEPT. TRANSPORTATION COMMITTEE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SOLICITATION METHOD FOR SOURCE SELECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Decision Memo Required Per Cooperative Agreement</td>
</tr>
</tbody>
</table>

Jan Janowicz                              Completed 10/24/2018 11:59 AM
Christopher Snyder                        Completed 10/24/2018 1:14 PM
Kathy Ostrowski                           Completed 10/29/2018 12:12 PM
James McGuire                             Completed 10/29/2018 4:21 PM
Paul Rafac                                Completed 10/30/2018 8:46 AM
Tom Cuculich                              Completed 10/30/2018 9:23 AM
Kathy Ostrowski                           Completed 11/02/2018 5:00 PM
Transportation Committee                  Completed 11/06/2018 10:00 AM
Finance Committee                         Pending 11/13/2018 8:00 AM
County Board                              Pending 11/13/2018 10:00 AM
Purchase Requisition
Procurement Services Division

<table>
<thead>
<tr>
<th>Send Purchase Order To:</th>
<th>Send Invoices To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor: 3M Company</td>
<td>Dept: Division of Transportation</td>
</tr>
<tr>
<td>Attn: Denise McMahon</td>
<td>Division: Highway Maintenance</td>
</tr>
<tr>
<td>Email: <a href="mailto:tbidgroup@mmm.com">tbidgroup@mmm.com</a></td>
<td>Attn: Kathy Curcio</td>
</tr>
<tr>
<td>Address: 3M Company - TSD Customer Service - Building 583-05-01</td>
<td>Email: <a href="mailto:kathy.black@dupageco.org">kathy.black@dupageco.org</a></td>
</tr>
<tr>
<td>City: St. Paul State: MN Zip: 55144-1000</td>
<td>Address: 421 N. County Farm Road</td>
</tr>
<tr>
<td>Phone: 800-553-1380</td>
<td>Room:</td>
</tr>
<tr>
<td>Phone: 630-407-6927 Fax:</td>
<td>Phone: 630-407-6927 Fax:</td>
</tr>
<tr>
<td>Payment Terms F.O.B.</td>
<td>PO 20 Delivery Date</td>
</tr>
<tr>
<td>Use for PO25 only</td>
<td>Requisitioner</td>
</tr>
<tr>
<td>Contract Administrator Contract Start Date Job</td>
<td>Use for PO25 only</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>3M ROLLED GOODS</td>
<td></td>
<td></td>
<td>FY18</td>
<td>3510</td>
<td>52200</td>
<td></td>
<td>30,000.00</td>
<td>30,000.00</td>
</tr>
</tbody>
</table>

Requisition Total $30,000.00

Header Comments (these comments will appear on the PO20 and PO25 Purchase Order): 
This contract purchase order is to furnish and deliver 3M Rolled Goods (Reflective Sheeting) for the period November 13, 2018 through October 14, 2019 per State of Illinois Contract Pricing PSD #4018452.

Special Instructions/Comments to Buyer or Approver (these comments will NOT appear on the Purchase Order):
Email approved, completed PO to Denise McMahon @ tbidgroup@mmm.com

User Department Internal Notes (these comments will NOT appear on the Purchase Order):
FY18 1500 3510 52200 $500.00
FY19 1500 3510 52200 $29,500.00

Trans Committee - 11.06.18
County Board - 11.13.18

DT-P-0292-18
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: 3M Company</th>
<th>Vendor #: 10434</th>
<th>Contract Term: 11/13/2018 - 10/14/19</th>
<th>Contract Total: $30,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Ed Morgan</td>
<td>Phone: 630-407-6927</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description of Procurement/Scope of Work/Background</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>To furnish and deliver Sign Materials - Rolled Goods, for a contract total, not to exceed $30,000.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reason for Procurement</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>One of the basic functions of DOT is to ensure that signs are erected and maintained along County roads. This contract provides for rolled goods that enables DOT to purchase materials which are necessary to effectively provide proper signage.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FUNDING SOURCE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Procurement budgeted for (FY and budget code(s)): 1500 3510 52200</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>DECISION MEMO REQUIRED</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)</td>
<td></td>
</tr>
<tr>
<td>Under Government Joint Purchasing Act (30ILCS525) select one below</td>
<td></td>
</tr>
<tr>
<td>State of Illinois - Master Contracts #</td>
<td>PSD #4018452</td>
</tr>
<tr>
<td>EXPLANATION OF REQUEST FOR PROPOSAL RFP #</td>
<td>(include Evaluation Summary if applicable)</td>
</tr>
<tr>
<td>RENEWAL OF RFP #</td>
<td></td>
</tr>
<tr>
<td>PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)</td>
<td></td>
</tr>
<tr>
<td>OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)</td>
<td></td>
</tr>
<tr>
<td>REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)</td>
<td></td>
</tr>
<tr>
<td>OTHER THAN LOWEST RESPONSIBLE, BID #</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PREPARED BY AND APPROVAL(S) (Initials Only)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>DG, CPPB</td>
<td>Oct 19, 2018</td>
</tr>
<tr>
<td>Prepared By</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Recommended for Approval</td>
</tr>
<tr>
<td></td>
<td>IT Approval, if required</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REVIEWED BY (Initials Only)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyer</td>
<td>Oct 29-18</td>
</tr>
<tr>
<td></td>
<td>Procurement Officer</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Chief Financial Officer (Decision Memos Over $25,000)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>10-30-18</td>
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<td></td>
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Rev 1.8
Packet Pg. 853
**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: Division of Transportation</th>
<th>Department Contact: Darcie Garza, CPPB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:dacrie.garza2@dupageco.org">dacrie.garza2@dupageco.org</a></td>
<td>Contact Phone: 630-407-6906</td>
</tr>
<tr>
<td>Vendor Name: 3M Company</td>
<td>Vendor #: 10434</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.

Requesting approval of a new contract to purchase Sign Materials - Rolled Goods (reflective sheeting) for a contract total, not to exceed $30,000.00.

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

One of the basic functions of DOT is to ensure that signs are erected and maintained along County roads. This contract will provide for rolled goods (reflective sheeting) that enables DOT to purchase the materials which are necessary to provide proper signage.

**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.

It is imperative that proper signage is erected and maintained along County Roads. The use of the rolled goods, along with sign blanks, allows the DuPage County Sign Shop to fabricate the signs needed along County Right of Ways.

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

DuPage County will utilize the State of Illinois Contract for the Scotch Lite Electro-Cut (EC) Film, Scotch Cal Series Vinyl and all of the Diamond Grade (DG3) Reflective Sheet. The square foot pricing on the State of Illinois pricing is a substantial savings over historical bid pricing. The remaining items (Overlay, High Intensity, Conspicuity Tape) which are not available on the State Contract will continued to be bid for competitive pricing.

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

DuPage County Division of Transportation recommends award of a contract to 3M under State of Illinois contract # to purchase all of the Scotch Lite Electro-Cut (EC) Film, Scotch Cal Series Vinyl and all of the Diamond Grade (DG3) Reflective Sheet. Remaining items were competitively bid and contracted (3198-0001SERV)

1. Do not utilize the savings afforded using the SOI contract. Competitively bid the entire contract.

**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.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Item Code</th>
<th>Contracted Amount</th>
<th>Budget Amount</th>
<th>Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY2018</td>
<td>1500</td>
<td>3S10</td>
<td>52200</td>
<td>$500.00</td>
</tr>
<tr>
<td></td>
<td>1500</td>
<td>3S10</td>
<td>52200</td>
<td>$29,500.00</td>
</tr>
</tbody>
</table>

**Date:** Oct 19, 2018

**MinuteTraq (IQM2) ID #: 13748**

**Department Requisition #: 18-1500-115**

**Contact:** Darcie Garza, CPPB

**Phone:** 630-407-6906

**Email:** dacrie.garza2@dupageco.org

**Vendor #: 10434**

**Vendor Name:** 3M Company

**Department:** Procurement Services Division

**Division:** Transportation

**Packet Pg. 854**
Advanced Search

Search for:
- Bids
- Contracts/Blankets

Search Using:
- ALL of the criteria

Search Fields:
- Contract/Blanket #
- Description
- Vendor Name
- Type Code
- Catalog
- Expiration Date (MM/DD/YYYY): From: To:
- Item Description
- Organization
- Department
- NIGP Class
- NIGP Class Item
- Commodity Code
- Include Expired

Find It Clear

Results

<table>
<thead>
<tr>
<th>Contract/Blankets #</th>
<th>Bid #</th>
<th>Description</th>
<th>Vendor Name</th>
<th>Type Code</th>
<th>Begin Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>18-416CMS-BOS4-P-368</td>
<td></td>
<td>PSD REFLECTIVE MATERIALS</td>
<td>3M Company</td>
<td>A</td>
<td>10/15/2017</td>
<td>10/14/2019</td>
</tr>
</tbody>
</table>

Exit

Copyright © 2018 Periscope Holdings, Inc. - All Rights Reserved. ILL-PAS3
# Master Blanket Purchase Order 18-416CMS-BOSS4-P-368

## Header Information
- **Purchase Order Number:** 18-416CMS-BOSS4-P-368
- **Release Number:** 0
- **Status:** 3PS - Sent
- **Purchaser:** Wayne Ilsley
- **Fiscal Year:** 2018
- **Organization:** CMS - Central Management Services
- **Department:** BOSS41610 - Strategic Sourcing
- **Alternate ID:** 9100000070
- **Days ARO:** 20
- **Print Dest Detail:** Always
- **Catalog ID:**
- **Contact Instructions:**
  - **Agency Reference Number:** 17-104285
  - **Bulletin Reference Number:** 228535
  - **Publication Date:** 03/22/2017
  - **Special Procurement Type:**
  - **Is this subject to Small Business Set Aside?:** No
  - **Are there any items on this PO on the current CPO Approved ICI List?:** No
  - **Actual Contract Begin Date:** 10/15/2017
  - **Actual Contract End Date:** 10/14/2019
  - **Date Contract Executed:**
  - **Number of Renewals (number of times you can renew):** 1
  - **Number of Renewal Terms (number of units in one renewal):** 12

## Release Information
- **Location:** AG001 - Strategic Sourcing
- **Control Code:** Competitive Sealed Bidding
- **Type Code:**
- **Entered Date:** 10/17/2017 02:39:57 PM
- **Retainage %:** 0.00%
- **Discount %:** 0.00%
- **Release Type:** Direct Release
- **Pcard Enabled:** No
- **Actual Cost:** $0.00

## Additional Information
- **Contact:** Wayne Ilsley
- **PO Type:** Blanket
- **Minor Status:**
- **Type Code:** Competitive Sealed Bidding
- **Tax Rate:**
- **Release Method:**

## Attachments
- 3M - Agreement (DT-P-0292-18 : 3M Company)

https://www.bidbuy.illinois.gov/bso/external/purchaseorder/poSummary.sdo?docId=18-4... 10/19/2018
Renewal Term Units
(renewal indicator; ex. months, years, etc):
Renewal Bid Available Date: 02/05/2019
Renewal Bid Number:
Next Renewal Start Date: 10/15/2019
Fiscal Year of Obligation: 2019
Master Contract?: Yes
Original/ Old Contract/PO Number: PSD4018452
Subcontractor Utilization: No
Subcontractor Disclosed?: No
Travel Indicator: No
Fixed Price?: No
Advanced Payment?: No
Incoterm Key:
Incoterm Location (City):
Usage % Alert:
Validity Alert (Days):
SAP Vendor Number: 9000564794
Full SAP Contract Value: $9,999,999.00
No-Cost Contract?: No
Release Begin Date:
Release End Date:
Primary Vendor Information & PO Terms
Vendor: V00005735 - 3M Company
Matthew Leibel
3M Center
Bldg 225-4N-14
St Paul, MN 55144
US
Email: tbidgroup@mmm.com
Phone: (651)737-8279
FAX: (952)245-2793

Payment Terms: NA
Shipping Method: Best Way
Shipping Terms: See Incoterm Key on PO
Freight Terms: Freight Prepaid

PO Acknowledgements:

<table>
<thead>
<tr>
<th>Document</th>
<th>Notifications</th>
<th>Acknowledged Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change</td>
<td>Email to <a href="mailto:tnortheast@mmm.com">tnortheast@mmm.com</a> at</td>
<td></td>
</tr>
<tr>
<td>Order 2</td>
<td>10/18/2018 08:48:01 AM</td>
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</tr>
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Master Blanket/Contract Vendor Distributor List

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<tr>
<th>Vendor ID</th>
<th>Vendor Name</th>
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<tr>
<td>V00005735</td>
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https://www.bidbuy.illinois.gov/bso/external/purchaseorder/poSummary.sdo?docId=18-4...
# Master Blanket/Contract Controls

**Master Blanket/Contract Begin Date:** 10/15/2017  
**Master Blanket/Contract End Date:** 10/14/2019  
**Cooperative Purchasing Allowed:** Yes

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<th>Organization</th>
<th>Department</th>
<th>Dollar Limit</th>
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<tr>
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<tr>
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**Item Information**

1-5 of 20  
1  2  3  4

**Print Sequence # 1.0, Item # 1:**  
NON-REFLECTIVE MATERIAL, VINYL SHEETING, PRESSURE SENSITIVE, 50-YARD ROLL, BLACK, WIDTHS OF 3/4, 1, AND 2 INCH. WIDTH TO BE SPECIFIED BY ORDERING AGENCY

- **NIGP Code:** 550-45  
  - Sheet, Reflectorized, General, (See 801-49 for Reflective Sign Material)

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<thead>
<tr>
<th>Receipt Method</th>
<th>Qty</th>
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<th>UOM</th>
<th>Discount %</th>
<th>Total Discount Amt.</th>
<th>Tax Rate</th>
<th>Tax Amount</th>
<th>Total Cost</th>
</tr>
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<tbody>
<tr>
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- **Manufacturer:** 3M COMPANY  
- **Model:** 3650-12 BLACK

**Print Sequence # 2.0, Item # 2:**  
NON-REFLECTIVE MATERIAL, VINYL SHEETING, ALL STANDARD NON-METALLIC COLORS, PRESSURE SENSITIVE, 50-YARD ROLL, WIDTHS OF 15, 30, 36, AND 48 INCH. NOTE: SHALL BE PERFORATED FOR PIN WHEEL REGISTRY CUTTING MACHINES. TYPE / COLOR / WIDTH TO BE SPECIFIED BY ORDERING AGENCY. CATALOG #: 7720-108 WHITE (ONLY AVAILABLE 15" X 50 YDS AND 30" X 50 YDS) 7720-128 BLACK 7720-114S TRANSPARENT

- **NIGP Code:** 550-45  
  - Sheet, Reflectorized, General, (See 801-49 for Reflective Sign Material)

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**Additional NIGP Code:**

- **SAP Material/Service Master Number:** 5000003972  
- **Item Target Value:** $10,000,000.00

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https://www.bidbuy.illinois.gov/bso/external/purchaseorder/poSummary.sdo?docld=18-4...  
Packet Pg. 858  
Attachment: 3M - Agreement (DT-P-0292-18 : 3M Company)
Print Sequence # 3.0, Item # 3:
NON-REFLECTIVE MATERIAL, VINYL SHEETING, PRESSURE SENSITIVE, 3PS - 50-YARD ROLL, BLACK, BLUE, WIDTHS OF 15, 36, 24 AND 48 INCH, PLASTIC LINER FOR BED CUTTING MACHINES. WIDTH TO BE SPECIFIED BY AGENCY.

<table>
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<th>Tax Amount</th>
<th>Total Cost</th>
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<td>$0.00</td>
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Manufacturer: 2641-669-0098
Brand: 3M COMPANY
Model: 7725-12 BLACK

Print Sequence # 4.0, Item # 4:
REFLECTIVE MATERIAL, ACRYLIC, ELECTRONIC CUTTABLE, ALL STANDARD COLORS, PRESSURE SENSITIVE, 50-YARD ROLL, IN WIDTHS OF 18, 24, 30, 36, AND 48 INCH. COLOR TO BE SPECIFIED BY ORDERING AGENCY.

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Manufacturer: 2641-669-0083
Brand: 3M COMPANY
Model: SERIES 1170

https://www.bidbuy.illinois.gov/bso/external/purchseorder/poSummary.sdo?docId=18-4...
**Print Sequence # 5.0, Item # 5:**

REFLECTIVE MATERIAL, TYPE-AP REFLECTIVE SHEETING, ALL STANDARD COLORS, PRESSURE SENSITIVE, 50-YARD ROLL, INCH WIDTHS OF 3/4, 1, 12.25, 12.75, 15, 18, 24, 30, 36, AND 48 STANDARD COLORS AVAILABLE AS FOLLOWS: WHITE, YELLOW, RED, GREEN, BLUE, BROWN TYPE / COLOR / WIDTH TO BE SPECIFIED BY ORDERING AGENCY. 3949 BROWN :

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**SAP**

Material/Service Master Number:

Item Target Value: $10,000,000.00

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**SAP**

Material/Service Master Number:

Item Target Value: $10,000,000.00

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**SAP**

Material/Service Master Number:

Item Target Value: $10,000,000.00
# Master Blanket Purchase Order 18-416CMS-BOSS4-P-368

## Header Information

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<td>Status:</td>
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<td>Organization:</td>
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<td>Department:</td>
<td>BOSS41610 - Strategic Sourcing</td>
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<td>Location:</td>
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<td>Is this subject to Small</td>
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<td>Are there any items on this</td>
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<td>PO on the current CPO Approved</td>
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<td>ICI List?:</td>
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<td>Actual Contract Begin Date:</td>
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<tr>
<td>Actual Contract End Date:</td>
<td>10/14/2019</td>
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<td>Date Contract Executed:</td>
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<td>Number of Renewals (number of</td>
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<td>times you can renew):</td>
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<td>Number of Renewal Terms</td>
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<td>(number of units in one</td>
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## Contact Information

- **Agency Reference Number:** 17-104285
- **Bulletin Reference Number:** 228535
- **Publication Date:** 03/22/2017
- **Special Procurement Type:** Competitive Sealed Bidding

### Terms and Conditions

- **Type Code:** Competitive Sealed Bidding
- **Control Code:** PSD
- **Minor Status:** PSD
- **PO Type:** Blanket
- **PO Type:** Direct Release
- **Pcard Enabled:** No
- **Actual Cost:** $0.00

---


Packet Pg. 861
Renewal Term Units
(renewal indicator; ex.
months, years, etc):

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<td>Next Renewal Start Date:</td>
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<td>Fiscal Year of Obligation:</td>
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<td>Subcontractor Utilization:</td>
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<td>Fixed Price?:</td>
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<td>Release End Date:</td>
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</tbody>
</table>

Primary Vendor Information & PO Terms

Vendor: **3M Company**
Matthew Leibel
3M Center
Bldg 225-4N-14
St Paul, MN 55144
US
Email: tbidgroup@mmm.com
Phone: (651)737-8279
FAX: (888)245-0793

Payment Terms: NA
Shipping Method: Best Way
Shipping Terms: See Incoterm Key on PO
Freight Terms: Freight Prepaid

<table>
<thead>
<tr>
<th>Document</th>
<th>Notifications</th>
<th>Acknowledged Date/Time</th>
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</thead>
<tbody>
<tr>
<td>Change</td>
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<td>06/25/2018 01:38:06 PM</td>
</tr>
<tr>
<td>Change</td>
<td>Emailed to <a href="mailto:tnortheast@mmm.com">tnortheast@mmm.com</a> at Order 2</td>
<td>10/18/2018 08:48:01 AM</td>
</tr>
</tbody>
</table>

Master Blanket/Contract Vendor Distributor List

<table>
<thead>
<tr>
<th>Vendor ID</th>
<th>Vendor Name</th>
<th>Preferred Delivery Method</th>
<th>Vendor Distributor Status</th>
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<td>3M Company</td>
<td>Email</td>
<td>Active</td>
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https://www.bidbuy.illinois.gov/bso/external/purchaseorder/poSummary.sdo
### Master Blanket/Contract Controls

**Master Blanket/Contract Begin Date:** 10/15/2017  
**Master Blanket/Contract End Date:** 10/14/2019  
**Cooperative Purchasing Allowed:** Yes

<table>
<thead>
<tr>
<th>Organization</th>
<th>Department</th>
<th>Dollar Limit</th>
<th>Dollars Spent to Date</th>
<th>Minimum Order Amount</th>
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<tr>
<td>ALL ORG - Organization Umbrella</td>
<td>AGY - Agency Umbrella Master Control</td>
<td>$0.00</td>
<td>$456,681.48</td>
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### Item Information

**Print Sequence # 6.0, Item # 6:** NON-REFLECTIVE MATERIAL, VINYL SHEETING, PRESSURE SENSITIVE, 3PS - 50-YARD ROLL, BLACK, WIDTHS OF 3/4, 1, AND 2 INCH. WIDTH TO BE SPECIFIED BY ORDERING AGENCY

<table>
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<tr>
<th>NIGP Code: 550-45</th>
<th>Sheet, Reflect, General. (See 801-49 for Reflective Sign Material)</th>
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</table>

**Receipt Method**

**Qty** | **Unit Cost** | **UOM** | **Discount %** | **Total Discount Amt.** | **Tax Rate** | **Tax Amount** | **Total Cost** |
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**Manufacturer:** 3M COMPANY  
**Make:** 2641-669-0099  
**Packaging:**  
**Additional NIGP Code:**  
**SAP Material/Service Master Number:** 5000003966  
**Item Target Value:** $10,000,000.00

### Print Sequence # 7.0, Item # 7:

**Print Sequence # 7.0, Item # 7:** NON-REFLECTIVE MATERIAL, VINYL SHEETING, ALL STANDARD NON-METALLIC COLORS, PRESSURE SENSITIVE, 50-YARD ROLL, WIDTHS OF 15 & 30 INCH. NOTE: SHALL BE PERFORATED FOR PIN WHEEL REGISTRY CUTTING MACHINES. TYPE / COLOR / WIDTH TO BE SPECIFIED BY ORDERING AGENCY. CATALOG #: 7720-10S WHITE (ONLY AVAILABLE 15" X 50 YDS AND 30" X 50 YDS) 7720-12S BLACK 7720-114S TRANSPARENT

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<th>NIGP Code: 550-45</th>
<th>Sheet, Reflect, General. (See 801-49 for Reflective Sign Material)</th>
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**Receipt Method**

**Qty** | **Unit Cost** | **UOM** | **Discount %** | **Total Discount Amt.** | **Tax Rate** | **Tax Amount** | **Total Cost** |
|--------|---------------|---------|----------------|--------------------------|--------------|---------------|----------------|

https://www.bidbuy.illinois.gov/bso/external/purchaseorder/poSummary.sdo
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<th>Print Sequence # 8.0, Item # 8:</th>
<th>NON-REFLECTIVE MATERIAL, VINYL SHEETING, PRESSURE SENSITIVE, 3PS - 50-YARD ROLL, BLACK, WIDTHS OF 24 AND 48 INCH, PLASTIC LINER FOR BED CUTTING MACHINES. WIDTH TO BE SPECIFIED BY AGENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>NIGP Code: 550-45</td>
<td>Sheeting, Reflectorized, General, (See 801-49 for Reflective Sign Material)</td>
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<tr>
<td>Receipt Method</td>
<td>Qty</td>
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<tr>
<td>Quantity</td>
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<tr>
<td>Manufacturer:</td>
<td>Brand:</td>
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<tr>
<td>Make:</td>
<td>Packaging:</td>
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<tr>
<td>Additional NIGP Code:</td>
<td>2641-669-0083</td>
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<tr>
<td>SAP Material/Service Master Number:</td>
<td>5000003965</td>
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<tr>
<td>Item Target Value:</td>
<td>$10,000,000.00</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Print Sequence # 9.0, Item # 9:</th>
<th>REFLECTIVE MATERIAL, ACRYLIC, ELECTRONIC CUTTABLE, ALL STANDARD COLORS, PRESSURE SENSITIVE, 50-YARD ROLL, IN WIDTHS OF 18, 24, 30 36, AND 48 INCH. COLOR TO BE SPECIFIED BY ORDERING AGENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>NIGP Code: 550-45</td>
<td>Sheeting, Reflectorized, General, (See 801-49 for Reflective Sign Material)</td>
</tr>
<tr>
<td>Receipt Method</td>
<td>Qty</td>
</tr>
<tr>
<td>Quantity</td>
<td>0.0</td>
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<tr>
<td>Manufacturer:</td>
<td>Brand:</td>
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<td>Make:</td>
<td>Packaging:</td>
</tr>
<tr>
<td>Additional NIGP Code:</td>
<td>2641-669-0205</td>
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Print Sequence # 10.0, Item # 10: REFLECTIVE MATERIAL, TYPE-AZ REFLECTIVE SHEETING, ALL STANDARD COLORS, PRESSURE SENSITIVE, 50-YARD ROLL, WIDTHS OF: 12.25, 12.75, 15, 18, 24, 30, 36, 48 INCH. STANDARD COLORS AVAILABLE AS FOLLOWS: WHITE, YELLOW, RED, GREEN, BLUE TYPE / COLOR / WIDTH TO BE SPECIFIED BY ORDERING AGENCY.

<table>
<thead>
<tr>
<th>Receipt Method</th>
<th>Qty</th>
<th>Unit Cost</th>
<th>UOM</th>
<th>Discount %</th>
<th>Total Discount Amt.</th>
<th>Tax Rate</th>
<th>Tax Amount</th>
<th>Total Cost</th>
</tr>
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<tbody>
<tr>
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Manufacturer: 3M COMPANY
Make: SERIES 3990
Additional NIGP Code: 2641-669-0085
SAP Material/Service Master Number: 5000004961
Item Target Value: $10,000,000.00

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https://www.bidbuy.illinois.gov/bsi/external/purchaseorder/poSummary.sdo
# Master Blanket Purchase Order 18-416CMS-BOSS4-P-368

## Header Information

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<tr>
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<td>Organization:</td>
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<tr>
<td>Department:</td>
<td>BOSS41610 - Strategic Sourcing</td>
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<tr>
<td>Alternate ID:</td>
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<td>Days ARO:</td>
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| Agency Reference Number: | 17-104285 |
| Bulletin Reference Number: | 228535 |
| Publication Date:        | 03/22/2017 |

## Special Procurement Type

| Is this subject to Small Business Set Aside?: | No |
| Are there any items on this PO on the current CPO Approved ICI List?: | No |

## Actual Contract Begin Date:

10/15/2017

## Actual Contract End Date:

10/14/2019

## Date Contract Executed:

10/17/2017 02:39:57 PM

## Tax Rate:

0.00%

## Actual Cost:

$0.00

## Release Type:

Direct Release

## Pcard Enabled:

No

## Control Code:

Competitive Sealed Bidding

## Type Code:

PSD

## PSD Description:

REFLECTIVE MATERIALS

## Quantity:

0

## PO Type:

Blanket

## Minor Status:

None

## Receipt Method:

None

## Retainage %:

0.00%

## Discount %:

0.00%

## Release Number:

0

## Location:

AG001 - Strategic Sourcing

## Entered Date:

10/17/2017 02:39:57 PM

## AG001 - Strategic Sourcing

| Type Code: | Competitive Sealed Bidding |
| Retainage %: | 0.00% |
| Quantity: | 0 |

---

https://www.bidbuy.illinois.gov/bso/external/purchaseorder/poSummary.sdo

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Attachment: 3M - Agreement (DT-P-0292-18 : 3M Company)
Renewal Term Units
(renewal indicator; ex.
months, years, etc):
Renewal Bid Available
Date: 02/05/2019
Renewal Bid Number:
Next Renewal Start Date: 10/15/2019
Fiscal Year of Obligation: 2019
Master Contract?: Yes
Original/ Old Contract/PO Number:
Subcontractor Utilization: No
Subcontractor Disclosed?: No
Travel Indicator: No
Fixed Price?: No
Advanced Payment?: No
Incoterm Key:
Incoterm Location (City):
Usage % Alert:
Validity Alert (Days):
SAP Vendor Number: 900064794
Full SAP Contract Value: $9,999,999.00
No-Cost Contract?: No
Release Begin Date:
Release End Date:

Primary Vendor Information & PO Terms
Vendor: V00005735 - 3M Company
Matthew Leibel
3M Center
Bldg 225-4N-14
St Paul, MN 55144
US
Email: tbigroup@mmm.com
Phone: (651)737-8279
FAX: (651)246-5793

Payment Terms: NA
Shipping Method: Best Way
Shipping Terms: See Incoterm Key on PO
Freight Terms: Freight Prepaid

PO Acknowledgements:

<table>
<thead>
<tr>
<th>Document</th>
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<td>06/25/2018 01:38:06 PM</td>
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<td>Order 1</td>
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Master Blanket/Contract Vendor Distributor List

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<th>Vendor ID</th>
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<th>Preferred Delivery Method</th>
<th>Vendor Distributor Status</th>
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<tr>
<td>V00005735</td>
<td>3M Company</td>
<td>Email</td>
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https://www.bidbuy.illinois.gov/bso/external/purchasesorder/poSummary.sdo
### Master Blanket/Contract Controls

**Master Blanket/Contract Begin Date:** 10/15/2017  
**Master Blanket/Contract End Date:** 10/14/2019  
**Cooperative Purchasing Allowed:** Yes

<table>
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<tr>
<th>Organization</th>
<th>Department</th>
<th>Dollar Limit</th>
<th>Dollars Spent to Date</th>
<th>Minimum Order Amount</th>
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<tr>
<td>ALL ORG - Organization Umbrella Master Control</td>
<td>AGY - Agency Umbrella Master Control</td>
<td>$0.00</td>
<td>$456,681.48</td>
<td>$0.00</td>
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<tr>
<td>416CMS - CMS - Central Management Services</td>
<td>BOSS41610 - Strategic Sourcing</td>
<td>$0.00</td>
<td>$0.00</td>
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**Item Information**

11-15 of 20

**Print Sequence # 11.0, Item # 11:** REFLECTIVE MATERIAL, TYPE-AZ REFLECTIVE SHEETING, ALL FLUORESCENT COLORS, PRESSURE SENSITIVE, 50-YARD ROLL, WIDTHS OF: 12.25, 12.75, 15, 18, 24, 30, 36, 48 INCH. STANDARD COLORS AVAILABLE AS FOLLOWS: FLUORESCENT-LIME (YELLOW-GREEN) AND STANDARD FLUORESCENT-YELLOW TYPE / COLOR / WIDTH TO BE SPECIFIED BY ORDERING AGENCY. CATALOG #: 3981: FL YELLOW 3983: FL YELLOW/GREEN

**NIGP Code:** 550-45  
Sheeting, ReflectORIZED, General, (See 801-49 for Reflective Sign Material)

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<th>Total Discount Amt.</th>
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**Manufacturer:**  
**Make:**  
**Additional NIGP Code:** 2641-669-0086  
**SAP Material/Service Master Number:** 5000004962  
**Item Target Value:** $10,000,000.00

**Print Sequence # 12.0, Item # 12:** REFLECTIVE MATERIAL, TYPE-AZ REFLECTIVE SHEETING, ALL FLUORESCENT COLORS, PRESSURE SENSITIVE, 50-YARD ROLL, WIDTHS OF: 12.25, 12.75, 15, 18, 24, 30, 36, 48 INCH. STANDARD COLORS AVAILABLE AS FOLLOWS: FLUORESCENT-LIME (YELLOW-GREEN) AND STANDARD FLUORESCENT-YELLOW TYPE / COLOR / WIDTH TO BE SPECIFIED BY ORDERING AGENCY. CATALOG #: 3981: FL YELLOW 3983: FL YELLOW/GREEN

**NIGP Code:** 550-45  
Sheeting, ReflectORIZED, General, (See 801-49 for Reflective Sign Material)
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Manufacturer: 3M COMPANY
Make: 3M COMPANY
Additional NIGP Code: 2641-669-0099
SAP Material/Service Master Number: 5000004963
Item Target Value: $10,000,000.00

**Print Sequence # 13.0, Item # 13:**
NON-REFLECTIVE MATERIAL, VINYL SHEETING, ALL STANDARD NON-METALLIC COLORS, PRESSURE SENSITIVE, 50-YARD ROLL, WIDTHS OF 15 & 30 INCH. NOTE: SHALL BE PERFORATED FOR PIN WHEEL REGISTRY CUTTING MACHINES. TYPE / COLOR / WIDTH TO BE SPECIFIED BY ORDERING AGENCY. CATALOG #: 7720-10S WHITE (ONLY AVAILABLE 15" X 50 YDS AND 30" X 50 YDS) 7720-12S BLACK 7720-114S TRANSPARENT

NIGP Code: 550-45
Sheeting, Reflectorized, General, (See 801-49 for Reflective Sign Material)

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<tbody>
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Manufacturer: 3M COMPANY
Make: 3M COMPANY
Additional NIGP Code: 2641-669-0098
SAP Material/Service Master Number: 5000003970
Item Target Value: $10,000,000.00

**Print Sequence # 14.0, Item # 14:**
NON-REFLECTIVE MATERIAL, VINYL SHEETING, PRESSURE SENSITIVE, 50-YARD ROLL, BLACK, WIDTHS OF 24 AND 48 INCH, PLASTIC LINER FOR BED CUTTING MACHINES. WIDTH TO BE SPECIFIED BY AGENCY.

NIGP Code: 550-45
Sheeting, Reflectorized, General, (See 801-49 for Reflective Sign Material)
Manufacturer: 3M COMPANY  
Model: SERIES 7725-12 BLACK

Print Sequence # 15.0, Item # 15: REFLECTIVE MATERIAL, ACRYLIC, ELECTRONIC CUTTABLE, ALL STANDARD COLORS, PRESSURE SENSITIVE, 50-YARD ROLL, IN WIDTHS OF 18, 24, 30, 36, AND 48 INCH, COLOR TO BE SPECIFIED BY ORDERING AGENCY

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<th>Total Cost</th>
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Manufacturer: 3M COMPANY  
Make:  
Additional NIGP Code: 2641-669-0205
SAP Material/Service Master Number: 5000004957
Item Target Value: $10,000,000.00
# Master Blanket Purchase Order 18-416CMS-BOSS4-P-368

## Header Information
- **Purchase Order Number:** 18-416CMS-BOSS4-P-368
- **Release Number:** 0
- **Short Description:** PSD REFLECTIVE MATERIALS
- **Purchaser:** Wayne Ilsley
- **Receipt Method:** Blanket
- **Minor Status:**
- **Organization:** CMS - Central Management Services
- **Department:** BOSS41610 - Strategic Sourcing
- **Location:** AG001 - Strategic Sourcing
- **Type Code:** Competitive Sealed Bidding
- **Control Code:**
- **Discount %:** 0.00%
- **Entered Date:** 10/17/2017 02:39:57 PM
- **Retainage %:** 0.00%
- **Release Type:** Direct Release
- **Tax Rate:**
- **Pcard Enabled:** No
- **Actual Cost:** $0.00

## Contact Instructions:
- **Agency Reference Number:** 17-104285
- **Bulletin Reference Number:** 228535
- **Publication Date:** 03/22/2017
- **Special Procurement Type:**
- **Is this subject to Small Business Set Aside?:** No
- **Are there any items on this PO on the current CPO Approved ICI List?:** No
- **Actual Contract Begin Date:** 10/15/2017
- **Actual Contract End Date:** 10/14/2019
- **Date Contract Executed:**
- **Number of Renewals**
  - **(number of times you can renew):** 1
- **Number of Renewal Terms**
  - **(number of units in one renewal):** 12

---

https://www.bidbuy.illinois.gov/bso/external/purchaseorder/poSummary.sdo

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Attachment: 3M - Agreement (DT-P-0292-18 : 3M Company)
Renewal Term Units (renewal indicator; ex. months, years, etc):
Renewal Bid Available Date: 02/05/2019
Renewal Bid Number:
Next Renewal Start Date: 10/15/2019
Fiscal Year of Obligation: 2019
Master Contract?: Yes
Original/ Old Contract/PO Number: PSD4018452
Subcontractor Utilization: No
Subcontractor Disclosed?: No
Travel Indicator: No
Fixed Price?: No
Advanced Payment?: No
Incoterm Key:
Incoterm Location (City):
Usage % Alert:
Validity Alert (Days):
SAP Vendor Number: 9000564794
Full SAP Contract Value: $9,999,999.00
No-Cost Contract?: No
Release Begin Date:
Release End Date:
Primary Vendor Information & PO Terms
Vendor: 3M Company
PO Acknowledgements:
Change Order 1
Change Order 2
Vendor ID Vendor Name Preferred Delivery Method Vendor Distributor Status
V00005735 3M Company Email Active
Payment Terms: NA
Shipping Method: Best Way
Shipping Terms: See Inco Term Key on PO
Freight Terms: Freight Prepaid
Notifications
Emailed to tnortheast@mmm.com at 06/25/2018 01:38:06 PM
Emailed to tnortheast@mmm.com at 10/18/2018 08:48:01 AM
Document
Change
Order 1
Order 2
### Master Blanket/Contract Controls

**Master Blanket/Contract Begin Date:** 10/15/2017  
**Master Blanket/Contract End Date:** 10/14/2019  
**Cooperative Purchasing Allowed:** Yes

<table>
<thead>
<tr>
<th>Organization</th>
<th>Department</th>
<th>Dollar Limit</th>
<th>Dollars Spent to Date</th>
<th>Minimum Order Amount</th>
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<tbody>
<tr>
<td>ALL ORG - Organization Umbrella Master Control</td>
<td>AGY - Agency Umbrella Master Control</td>
<td>$0.00</td>
<td>$456,681.48</td>
<td>$0.00</td>
</tr>
<tr>
<td>416CMS - CMS - Central Management Services</td>
<td>BOSS41610 - Strategic Sourcing</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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### Item Information

Print Sequence # 16.0, Item # 16: REFLECTIVE MATERIAL, TYPE-ZZ REFLECTIVE SHEETING, ALL STANDARD COLORS, PRESSURE SENSITIVE, 50-YARD ROLL, IN WIDTHS OF 6, 12.25, 12.75, 15, 18, 24, 30, 36, 48; AND 3/4, 1, 2, 3 INCH WIDE BORDER ROLL STANDARD COLORS AVAILABLE AS FOLLOWS: WHITE, YELLOW, RED, GREEN, BLUE TYPE / COLOR / WIDTH TO BE SPECIFIED BY ORDERING AGENCY.

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<th>Total Discount Amt.</th>
<th>Tax Rate</th>
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Manufacturer: 3M COMPANY  
Make:  
Packaging:  
Additional NIGP Code: 2841-669-0193  
SAP Material/Service: 5000004966

Item Target Value: $10,000,000.00

Print Sequence # 17.0, Item # 17: REFLECTIVE MATERIAL, TYPE-ZZ REFLECTIVE SHEETING, FLUORESCENT ORANGE ONLY, PRESSURE SENSITIVE, 50-YARD ROLL, WIDTHS OF: 6, 12.25, 12.75, 15, 18, 24, 30, 36, AND 48 INCH. WIDTH TO BE SPECIFIED BY ORDERING AGENCY.

<table>
<thead>
<tr>
<th>NIGP Code: 550-45</th>
<th>Receipt Method: 3PS - Sent</th>
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Manufacturer: 3M COMPANY  
Make:  
Packaging:  
Additional NIGP Code:  
SAP Material/Service:  
Master Number:  
Item Target Value:  

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https://www.bidbuy.illinois.gov/bso/external/purchaseorder/poSummary.sdo
Quantity 0.0  $1.73 FT2 - Square Foot 0.00 $0.00 $0.00 $0.00

Manufacturer: 3M COMPANY
Make: 4084FL ORANGE
Additional NIGP Code: 2641-669-0190
SAP Material/Service: 5000004964
Item Target Value: $10,000,000.00

Print Sequence # 18.0, Item # 18:
REFLECTIVE MATERIAL, TYPE-ZZ REFLECTIVE SHEETING, STANDARD 3PS FLUORESCENT COLORS, PRESSURE SENSITIVE, 50-YARD ROLL, WIDTHS OF: 6, 12.25, 12.75, 15, 18, 24, 30, 36, AND 48 INCH, STANDARD COLORS AVAILABLE AS FOLLOWS: FLUORESCENT-LIME (YELLOW-GREEN) AND STANDARD FLUORESCENT-YELLOW TYPE / COLOR / WIDTH TO BE SPECIFIED BY ORDERING AGENCY. CATALOG #: 4081: FL YELLOW 4083: FL YELLOW/GREEN

NIGP Code: 550-45 Sheetig, Refectorized, General, (See 801-49 for Reflective Sign Material)
Receipt Method: Qty Unit Cost UOM Discount % Total Discount Amt. Tax Rate Tax Amount Total Cost
Quantity 0.0 $1.73 FT2 - Square Foot 0.00 $0.00 $0.00 $0.00

Manufacturer: 3M COMPANY
Make: Packaging:
Additional NIGP Code: 2641-669-0191
SAP Material/Service: 5000004965
Item Target Value: $10,000,000.00

Print Sequence # 19.0, Item # 19:
REFLECTIVE MATERIAL, TYPE-ZZ REFLECTIVE SHEETING, PRESSURE 3PS-SENSITIVE, "PURPLE" FHWA TOLL/EXPRESS COLOR, 50-YARD ROLL, WIDTH OF: 12.75, 36, AND 48 INCH. WIDTH TO BE CONFIRMED BY ORDERING AGENCY 4058 IS ONLY AVAILABLE IN 12.75" X 50 YDS AND 48" X 50 YDS.

NIGP Code: 550-45 Sheetig, Refectorized, General, (See 801-49 for Reflective Sign Material)
Receipt Method: Qty Unit Cost UOM Discount % Total Discount Amt. Tax Rate Tax Amount Total Cost
Quantity 0.0 $3.50 FT2 - Square Foot 0.00 $0.00 $0.00 $0.00

Manufacturer: 3M COMPANY
Make: 4058 PURPLE
Model: 4058 PURPLE
Make: 3M COMPANY  
Model: 3924S  

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<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
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</table>

Manufacturer: 3M COMPANY  
Make: 3M COMPANY  
Additional NIGP Code: 2641-669-0010  
SAP Material/Service Master Number: 5000004958  
Item Target Value: $10,000,000.00

Print Sequence # 20.0, Item # 20: REFLECTIVE MATERIAL, TYPE-AA REFLECTIVE SHEETING, FLUORESCENT ORANGE ONLY, PRESSURE SENSITIVE, 50-YARD ROLL, WIDTHS OF: 6, 12.25, 15, 18, 24, 30, 36, AND 48 INCH. WIDTH TO BE SPECIFIED BY ORDERING AGENCY

NIGP Code: 550-45  
Sheeting, Reflectized, General, (See 801-49 for Reflective Sign Material)
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, suppliers, 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 lobbying, 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
Denise McVay
Proposal and Contract Administrator

Printed Name
Denise McVay

Date
3/28/18

Page 21 of 26
(total number of pages)
AWARDING RESOLUTION

ISSUED TO CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS
TO PROVIDE CELLULAR/WIRELESS SERVICES
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $57,000.00)

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 Transportation Committee recommends County Board approval for the issuance of a contract to Cellco Partnership d/b/a Verizon Wireless, to provide cellular/wireless services, as needed for the Division of Transportation, for the period December 1, 2018 through November 30, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to provide cellular/wireless services, as needed for the Division of Transportation, for the period December 1, 2018 through November 30, 2019, is hereby approved for issuance to Cellco Partnership d/b/a Verizon Wireless, One Verizon Way, Schaumburg, Illinois 60173, for a contract total not to exceed $57,000.00.

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
## 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>DECEMBER 1, 2018 - NOVEMBER 30, 2019</th>
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<tbody>
<tr>
<td></td>
<td>$57,000.</td>
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### SOLICITATION METHOD FOR SOURCE SELECTION

- Jan Janowicz: Completed 10/24/2018 11:26 AM
- Christopher Snyder: Completed 10/24/2018 1:16 PM
- Kathy Ostrowski: Completed 10/25/2018 1:14 PM
- Donald Carlsen: Completed 10/25/2018 1:21 PM
- Wendi Wagner: Completed 10/25/2018 1:41 PM
- James McGuire: Completed 10/26/2018 11:26 AM
- Paul Rafac: Completed 10/30/2018 8:45 AM
- Tom Cuculich: Completed 10/30/2018 9:23 AM
- Kathy Ostrowski: Completed 11/02/2018 4:56 PM
- Transportation Committee: Completed 11/06/2018 10:00 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: Division of Transportation | Division: |
| Attn: Kathleen Curcio | Email: kathy.black@dupageco.org |
| Address: 421 N. County Farm Road | Room: |
| City: Wheaton | State: IL | Zip: 60187 |
| Phone: |

**Send Payments To:**

| Dept: Division of Transportation | Division: |
| Attn: Kathleen Curcio | Email: kathy.black@dupageco.org |
| Address: PO Box 25505 |
| City: Lehigh Valley | State: PA | Zip: 18002-5502 |
| Phone: |

**Ship To:**

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<td>Dec 1, 2018</td>
<td>Nov 30, 2019</td>
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**Payment Terms**

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<th>Contract End Date</th>
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**Use for PO25 only**

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<th>Acct #</th>
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<td>53260</td>
<td>11,500.00</td>
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<td>2,500.00</td>
<td>2,500.00</td>
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**Requisition Total:** $57,000.00

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

- D.O.T. Cellular and Wireless Services

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

- Per State of Illinois Master Contract CMS793372P

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

- Trans Committee - 11.06.18
- County Board - 11.13.18

Attachment: Verizon Wireless - Purchase Requisition (DT-P-0293-18 : Cellco Partnerships dba Verizon Wireless)

Packet Pg. 879
**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  
**Contract Term**: 12/01/2018 - 11/30/2019  
**Contract Total**: $57,000.00

**Dept**: Division of Transportation  
**Contact**: Kathleen Curcio  
**Phone**:  
**Assigned Committee**: Transportation

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

Provide wireless services including basic cellular voice, smartphones, wireless data and push to talk. Replace, upgrade and obtain new wireless equipment and accessories.

**Reason for Procurement**

To provide wireless service and equipment to Division of Transportation.

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): 1500-3500-53260/1500-3510-53260/1500-3500-52100
- Budget Transfer (Date)  
- Add'l Information

---

**DECISION MEMO NOT REQUIRED**

- LOWEST RESPONSIBLE QUOTE # or BID #  
  (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid #  
  Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- PER SS ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00  
  Public Utility
- 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)
- 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)**

<table>
<thead>
<tr>
<th>kbc</th>
<th>Prepared By</th>
<th>Oct 22, 2018</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
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</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10-26-18</td>
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<table>
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<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>10-20-18</td>
<td></td>
<td>12-30-18</td>
</tr>
</tbody>
</table>

---

**Packet Pg. 880**
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 for the County with Verizon Wireless using the State of Illinois Master Contract.

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

The County currently has over 1000 cellular devices for use for County business. Providing this service aids the employees in accomplishing their responsibilities.

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.

Allowing employees to have contact with customers when not in their offices.

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

The County's current provider of wireless services is Verizon Wireless. The State of Illinois has bid and awarded Verizon Wireless a master contract for this service. Given that the County has well over 1000 cellular devices with Verizon Wireless, infrastructure in place to boost the Verizon signals, and that the pricing for this service has been pre-bid by the State of Illinois, we believe that continuing to utilize this cellular provider is the best decision for the County.

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

One option is to switch to another carrier. This would entail replacing all cellular devices in the County as well as replacing or adding cellular signal boosters throughout the County. Both of these would require a large capital expenditure.

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.

Approximately $57,000.00 per year.
Required Vendor Ethics Disclosure Statement

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]

Printed Name: Todd Loccisano

Title: Executive Director - Contract Mgmt

Date: 10/18/2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) by virtue of its power set forth in “Counties Code” (55 ILCS 5/1-1001 et. seq.) and “Illinois Highway Code” (605 ILCS 5/1-101 et. seq.) is authorized to enter into this agreement; and

WHEREAS, the COUNTY requires Professional Construction Engineering Services for the DuPage County Central Signal System, Section 17-DCCSS-01-TL; and

WHEREAS, DLZ Illinois, Inc. (hereinafter referred to as CONSULTANT) has experience and expertise in this area and is in the business of providing such Professional Construction Engineering Services, and is willing to perform the required services for an amount not to exceed $409,505.00; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 4-108 of the DuPage County Purchasing Ordinance; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Agreement at the specified amount.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and DLZ Illinois, Inc. be hereby accepted and approved for a contract total not to exceed $409,505.00 and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to DLZ Illinois, Inc., 8430 W. Bryn Mawr Ave., Suite 100, Chicago, Illinois 60631, by and through the Division of Transportation.

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

________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

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

DT-P-0294-18
# PROCUREMENT REVIEW CHECKLIST
## REQUISITION
This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DATE SUBMITTED</strong></td>
</tr>
<tr>
<td>October 25, 2018</td>
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<tr>
<td><strong>CONTRACT TOTAL AMOUNT</strong></td>
</tr>
<tr>
<td>$409,505.</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

**Decision Memo Required**  | Other Professional Services - Detailed Vetting Process Required
Jan Janowicz                  | Completed 10/25/2018 11:33 AM
Christopher Snyder           | Completed 10/25/2018 3:52 PM
Kathy Ostrowski              | Completed 10/26/2018 10:48 AM
James McGuire                | Completed 10/26/2018 4:10 PM
Paul Rafac                   | Completed 10/30/2018 8:41 AM
Tom Cuculich                 | Completed 10/30/2018 9:22 AM
Kathy Ostrowski              | Completed 11/02/2018 5:08 PM
Transportation Committee     | Completed 11/06/2018 10:00 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:

<table>
<thead>
<tr>
<th>Vendor: DLZ Illinois, Inc.</th>
<th>Vendor #:</th>
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<tbody>
<tr>
<td>Attn: Gregory Brumm</td>
<td>Email: <a href="mailto:gbrumm@dlz.com">gbrumm@dlz.com</a></td>
</tr>
<tr>
<td>Address: 8430 W. Bryn Mawr Ave, Suite 100</td>
<td></td>
</tr>
<tr>
<td>City: Chicago</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 773-283-2600</td>
<td>Fax: 773-283-2602</td>
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### Send Invoices To:

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<tbody>
<tr>
<td>Attn: William Eidson</td>
<td>Email:</td>
</tr>
<tr>
<td>Address: 421 N. County Farm Road</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Wheaton</td>
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<td>Phone: 630-407-6900</td>
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### Send Payments To:

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<td>Phone:</td>
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### Payment Terms

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### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
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<td>319,505.00</td>
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</table>

**Requisition Total $409,505.00**

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

Professional Phase III Construction Engineering Services for the DuPage County Central Signal System, Section 17-DCCSS-01-TL

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

Last Invoice Date 11/30/2021

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

Transportation - 11/06/18  
County Board - 11/13/18

FY19 $368,555.00  
FY20 $40,950.00

**DO NOT SEND P.O. DOT ONLY**

---

**SM-P-0294-18**
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th></th>
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<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: William Eidson</td>
<td>Phone: 6900</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

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

Professional Phase III Construction Engineering Services for the DuPage County Central Signal System, Section 17-DCCSS-01-TL

**Reason for Procurement**

See attached Decision Memo

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): 1500-3500-54040, 1500-3645-54040, 1500-3647-54040, 1500-3648-54040
- Funds identified in budget line(s):

**DECISION MEMO NOT REQUIRED**

- LOWEST RESPONSIBLE QUOTE #, BID # or RFP # ______________________ (attach applicable Tabulation)
- EXEMPT FROM BIDDING PER ILLINOIS COMPLIED STATUTES
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**BASIS OF DECISION MEMO (attach Decision Memo)**

- EXPLANATION OF REQUEST FOR PROPOSAL RFP # ______________________ (Include Evaluation Summary if applicable)
- 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>IT Approval, if required</th>
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**REVIEWED BY (Initials Only)**

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Date: Oct 24, 2018

MinuteTraq (IQM2) ID #: 13783

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

The Division of Transportation (DOT) is in need of professional construction engineering services for the traffic signal improvements associated with expanding the county’s Central Signal System. The total contract cost is $409,505. The project is federally funded through the Congestion Mitigation and Air Quality (CMAQ) program and the federal share is 80%.

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

The project, which includes a connection to Naperville’s Centralized Traffic Management System, will install fiber optic cable, conduit, modernized traffic signal control equipment, and pan-tilt-zoom (PTZ) cameras at locations throughout the southern portion of the County. Contract with DLZ Illinois, Inc., will provide construction engineering assistance and expertise, helping DOT staff monitor the progress of the electrical contractor on the Central Signal System Expansion project. Work will include on-site observation of construction activities, daily logs, all necessary IDOT and federal paperwork, and all related Resident Engineer functions.

### 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 contract will benefit the county by ensuring that Contractor activities are observed and documented, and all requests for changes are adequately supported to ensure the best use of County funds. The project is a joint effort with the City of Naperville through an intergovernmental agreement. The County is the lead agency.

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

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry and responses were received from 7 firms qualified to perform this work. The DOT reviewed each submittal with specific attention to the experience of staff to be assigned to the project and relevant past work. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by DLZ Illinois, Inc., is qualified and has the staff available to perform the work on behalf of the County.

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

1) Award the traffic engineering assistance contract to DLZ Illinois, Inc.
2) Perform work utilizing in-house staff.
3) Soliciting additional proposals for a new contract.

DOT feels it is in the best interest of the County to award a contract to DLZ Illinois, Inc. The DOT will monitor and oversee the work of the consultant, including the appropriate allocation of resources to the project. The consultant will only be paid as utilized.

### 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 total FY 19 fiscal impact for this contract is anticipated to be $368,555. DOT has allocated sufficient funds in our FY 19 budget to pay for this contract. The remaining balance of $40,950 will be accounted for in our FY 20 budget. Of the total cost of $409,505, the federal government will reimburse the County up to $327,604. The City of Naperville is responsible to reimburse DuPage County approximately 11% of the local agency share of the construction engineering contract per the intergovernmental agreement, or approximately $9,000.
Local Public Agency
DuPage County Division of Transportion

County
DuPage

Description:
Termini, (IMC) networks.

Contact Name/Phone/E-mail Name/Phone/E-mail
William C. Eidson/630-407-6300 William.Eidson@dupageco.org

Construction Engineering Services Agreement
For Federal Participation

CONTRACT ANT

Consultant
DLZ Illinois, Inc.

Address
8430 W. Bryn Mawr Ave. Suite 100

City
Chicago

State
IL

Zip Code
60631

Contact Name/Phone/E-mail
Gregory R. Brumm
(773) 283-2600, gbrumm@dlz.com

THIS AGREEMENT is made and entered into this day of , between the above
Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the
PROJECT described herein. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois
Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT
PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer
Deputy Director Division of Highways, Regional Engineer, Department of Transportation

Resident Construction Supervisor
Authorized representative of the LPA in immediate charge of the engineering details of the PROJECT

In Responsible Charge
A full time LPA employee authorized to administer inherently governmental PROJECT activities

Contractor
Company or Companies to which the construction contract was awarded

Project Description

Name
DuPage County Central Signal System

Termini

Description: Project will add 22 PTZ cameras to existing DuPage County and City of Naperville Transportation Management Center
(TMC) networks. Equipment installed will include PTZ cameras, network switches, traffic signal controllers, uninterruptible power supplies,
handholes, fiber optic cable in existing as well as proposed conduit, and any associated materials to complete the work.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT
hereinbefore described and checked below:

☐ a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality
   Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform
   testing as noted below.

☐ b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples
   and perform testing as noted below.

☐ c. For soils, to obtain samples and perform testing as noted below.

☐ d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project
   Procedures Guide", or as indicated in the specifications, or as attached herein by the LPA; test according to the
   STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify
   compliance with contract specifications.
e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LPA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.

f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.

g. Inspect, document and inform the LPA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.

h. Geometric control including all construction staking and construction layouts.

i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.

j. Measurement and computation of pay items.

k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.

l. Preparation and submission to the LPA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the STATE.

m. Revision of contract drawings to reflect as built conditions.

n. Act as resident construction supervisor and coordinate with the LPA employee In Responsible Charge.

2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.

3. To furnish the services as required herein within twenty-four hours of notification by the LPA employee In Responsible Charge.

4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LPA or STATE.

5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.

6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.

7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.

8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LPA. Should any damage to persons or property result from the ENGINEER'S error, omission or negligent act, the ENGINEER shall indemnify the LPA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LPA.

9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

10. The undersigned certifies neither the ENGINEER nor I have:

   a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

   b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.

d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and

g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.

12. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.

14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.

15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LPA AGREES,

1. To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.

2. To furnish the necessary plans and specifications.

3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.

4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

   Cost Plus Fixed Fee Formulas

   FF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
   FF = 14.5%[(2.3 + R)DL + IHDC]

   Where: DL = Direct Labor
                 IHDC = In House Direct Costs
                 OH = Consultant Firm's Actual Overhead Factor
                 R = Complexity Factor
                 FF=Fixed Fee
                 SBO = Services by Others

   Total Compensation = DL +IHDC+OH+FF+SBO

   Specific Rate ○ (Pay per element)

   Lump Sum ○

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:
With Retainage

a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.

b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.

c) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.

b) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

8. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40 USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.

2. That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.

3. That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

4. That this AGREEMENT may be terminated by the LPA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LPA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LPA.

5. That any differences between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LPA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 11 of Section I.

8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of $5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:
   (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor'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:
      (A) abide by the terms of the statement; and
      (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:
   (1) the dangers of drug abuse in the workplace;
   (2) the grantee's or contractor's policy of maintaining a drug free workplace;
   (3) any available drug counseling, rehabilitation and employee assistance program; and
   (4) the penalties that may be imposed upon an employee for drug violations.

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

(d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.

(f) 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.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LPA deems appropriate.

10. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.
## Agreement Summary

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<th>Agreement Amount</th>
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| Prime Consultant Total: | $317,443.00 |
| Total for all Work: | $409,505 |

Executed by the LPA:

ATTEST:

By: ___________________________ Clerk

By: ___________________________ Title: ___________________________

(Municipality/Township/County)

Executed by the ENGINEER:

Gregory R. Brumm

ATTEST:

By: ___________________________ Title: ___________________________

Packet Pg. 894
**Exhibit A - Construction Engineering**

Route: Various  
Local: DuPage County Division of Transportation  
(Municipality/Township/County)  
Section: 17-DCCSS-01-TL  
Project: Q1HB(040)  
Job No.: C-91-128-18

*Firm's approved rates on file with Bureau of Accounting and Auditing:*

- Overhead Rate (OH) 158.96%  
- Complexity Factor (R) 0.00  
- Calendar Days

Cost Plus Fixed Fee Methods of Compensation:

- **Fixed Fee 1**  
  - 14.5%[DL + R(DL) + OH(DL) + IHDC]
- **Fixed Fee 2**  
  - 14.5%[(2.3 + R)DL + IHDC]
- **Specific Rate**
- **Lump Sum**

**Cost Estimate of Consultant's Services in Dollars**

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*BLR 05611 (Rev. 11/09/17)*

Attachment: DLZ Illinois Agreements (DT-P-0294-18 : DLZ Illinois, Inc.)
Prime Consultant

Name: DLZ Illinois, Inc.
Address: 8430 W. Bryn Mawr
Telephone: (773) 283-2600
TIN Number: 

Project Information

Local Agency: DuPage County
Section Number: 17-DCCSS-02-TL
Project Number: Q1HB(040)
Job Number: C-91-128-18

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

<table>
<thead>
<tr>
<th>Sub-Consultant Name</th>
<th>TIN Number</th>
<th>Actual Payment from Prime</th>
</tr>
</thead>
<tbody>
<tr>
<td>DB Sterlin Consultants, Inc.</td>
<td>364149498</td>
<td></td>
</tr>
</tbody>
</table>

Sub-Consultant Total: 
Prime Consultant Total: 
Total for all Work Completed: 

Signature and title of Prime Consultant: 
Date: 

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

For information about IDOTs collection and use of confidential information review the department's Identity Protection Policy.
### Exhibit C

**Federal Qualification Based Selection (QBS) Checklist**

<table>
<thead>
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<th>Local Public Agency</th>
<th>DuPage County</th>
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</thead>
<tbody>
<tr>
<td>Section Number</td>
<td>17-DCCSS-02-TL</td>
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<tr>
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<td>Q1HB(040)</td>
</tr>
<tr>
<td>Job Number</td>
<td>C-91-128-18</td>
</tr>
</tbody>
</table>

The LPA must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed $25,000. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value less than $25,000.

[ ] Form Not Applicable (engineering services less than $25,000)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>2. Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the BLRS Manual?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>If no, IDOT’s approval date:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Was the scope of services for this project clearly defined?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4. Was public notice given for this project?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Due date of submittal:</td>
<td>06/28/2018</td>
<td></td>
</tr>
<tr>
<td>Method(s) used for advertisement and dates of advertisement:</td>
<td>Posted on DuPage County website and email notification. Dates of advertisement: 6/7/18 - 6/28/18</td>
<td></td>
</tr>
<tr>
<td>5. Do the written QBS policies and procedures cover conflicts of interest?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>6. Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>7. Do the written QBS policies and procedures discuss the method of evaluation?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Criteria for this project</td>
<td>Weighting (in %)</td>
<td>Criteria for this project</td>
</tr>
<tr>
<td>Technical Approach</td>
<td>30%</td>
<td>DEB/WBE Participation</td>
</tr>
<tr>
<td>Firm Experience</td>
<td>25%</td>
<td></td>
</tr>
<tr>
<td>Staff Capabilities</td>
<td>30%</td>
<td></td>
</tr>
<tr>
<td>Work Load Capacity</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td>8. Do the written QBS policies and procedures discuss the method of selection?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Selection committee (titles) for this project: Director/County Engineer, Chief Highway Engineer and Traffic Engineer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Top three consultants selected for this project in order: 1) DLZ Illinois, Inc. 2) Hampton Lenzini Renwick 3) Christopher B. Burke Engineering, Ltd.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If less than 3 responses were received, IDOT’s approval date:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>10. Were negotiations for this project performed in accordance with federal requirements?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>11. Were acceptable costs for this project verified?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>[ ] LPA will rely on IDOT review and approval of costs.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>13. Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>
October 11, 2018

DuPage Central Signal System (Phase III)
Section: 17-DCCSS-01-TL

RE: Scope of Services for Construction Management

- Daily observation and documentation of the contractor’s activities.
- Measurement of the contractor’s work as related to contract pay items.
- Preparation of Change Orders and Pay Estimates.
- Coordination of QA materials inspection.
- Preparation and submittal of weekly reports.
- Preparation of record drawings.
- Coordination of bi-weekly meetings as necessary.
- Prepare and submit final paperwork as required by IDOT.
- Act as the liaison between the contractor, DuPage County, IDOT and the public.
- Monitor the Traffic Control Devices.
- Ensure the Improvement is constructed in accordance with the plans and specifications.

Deliverables

- Record Drawings
- Project Box (Diary, IDR’s, Quantity Book, Field Books, Records, etc...)
### PAYROLL ESCALATION TABLE

**FIXED RAISES**

<table>
<thead>
<tr>
<th>CONTRACT TERM</th>
<th>11 MONTHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>START DATE</td>
<td>3/1/2019</td>
</tr>
<tr>
<td>RAISE DATE</td>
<td>1/1/2020</td>
</tr>
<tr>
<td>END DATE</td>
<td>1/31/2020</td>
</tr>
</tbody>
</table>

#### OVERHEAD RATE

- **OVERHEAD RATE**: 158.96%
- **COMPLEXITY FACTOR**: 0
- **% OF RAISE**: 3%

#### ESCALATION PER YEAR

<table>
<thead>
<tr>
<th>year</th>
<th>First date</th>
<th>Last date</th>
<th>Months</th>
<th>% of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>3/1/2019</td>
<td>1/1/2020</td>
<td>10</td>
<td>90.91%</td>
</tr>
<tr>
<td>1</td>
<td>1/2/2020</td>
<td>2/1/2020</td>
<td>1</td>
<td>9.36%</td>
</tr>
</tbody>
</table>

**The total escalation = 0.27%**
**PAYROLL RATES**

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>IDOT PAYROLL RATES ON FILE</th>
<th>CALCULATED RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$70.00</td>
<td>$70.19</td>
</tr>
<tr>
<td>Resident Project Engineer</td>
<td>$62.00</td>
<td>$62.17</td>
</tr>
<tr>
<td>Civil Engineer III</td>
<td>$58.00</td>
<td>$58.16</td>
</tr>
<tr>
<td>Civil Engineer III PT</td>
<td>$52.00</td>
<td>$52.14</td>
</tr>
<tr>
<td>Civil Engineer II</td>
<td>$45.00</td>
<td>$45.12</td>
</tr>
<tr>
<td>Civil Engineer II PT</td>
<td>$45.00</td>
<td>$45.12</td>
</tr>
<tr>
<td>Civil Engineer I</td>
<td>$38.00</td>
<td>$38.10</td>
</tr>
<tr>
<td>Journeyman</td>
<td>$50.00</td>
<td>$50.14</td>
</tr>
<tr>
<td>Instrument Person</td>
<td>$41.00</td>
<td>$41.11</td>
</tr>
<tr>
<td>Construction Observer Manage</td>
<td>$44.00</td>
<td>$44.12</td>
</tr>
<tr>
<td>Designer I</td>
<td>$30.00</td>
<td>$30.08</td>
</tr>
<tr>
<td>Technician II</td>
<td>$24.00</td>
<td>$24.07</td>
</tr>
<tr>
<td>Technician I</td>
<td>$20.00</td>
<td>$20.05</td>
</tr>
<tr>
<td>Technician I PT</td>
<td>$17.00</td>
<td>$17.05</td>
</tr>
<tr>
<td>Clerical</td>
<td>$24.00</td>
<td>$24.07</td>
</tr>
<tr>
<td>Intern</td>
<td>$18.00</td>
<td>$18.05</td>
</tr>
</tbody>
</table>

Note: Rates should be capped on the AVG tab as necessary.
## Cost Plus Fixed Fee Cost Estimate of Consultant Services

**Firm**
- DLZ

**PTB-ITEM #**
- Prime

**Prime/Supplement**
- Prime

**Overhead Rate**
- 158.96%

**Complexity Factor**
- 0

<table>
<thead>
<tr>
<th>DBE Drop Box</th>
<th>Item</th>
<th>Manhours</th>
<th>Payroll</th>
<th>Overhead &amp; Fringe Benef</th>
<th>Direct Costs</th>
<th>Fixed Fee</th>
<th>Services by Others</th>
<th>DBE Total</th>
<th>Total</th>
<th>% of Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Resident Project Engineer</td>
<td>58</td>
<td>3,606</td>
<td>5,732</td>
<td>1,334</td>
<td>-</td>
<td>-</td>
<td>10,672</td>
<td>2.61%</td>
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</tr>
<tr>
<td></td>
<td>Civil Engineer III PT</td>
<td>190</td>
<td>9,907</td>
<td>15,748</td>
<td>3,666</td>
<td>-</td>
<td>-</td>
<td>29,321</td>
<td>7.16%</td>
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</tr>
<tr>
<td></td>
<td>Civil Engineer II</td>
<td>1760</td>
<td>79,416</td>
<td>126,240</td>
<td>29,384</td>
<td>-</td>
<td>-</td>
<td>235,040</td>
<td>57.40%</td>
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</tr>
<tr>
<td></td>
<td>Construction Observer Manager</td>
<td>200</td>
<td>8,824</td>
<td>14,027</td>
<td>3,265</td>
<td>-</td>
<td>-</td>
<td>26,116</td>
<td>6.38%</td>
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<tr>
<td>DBE</td>
<td>DB Sterlin Consultants</td>
<td>-</td>
<td>-</td>
<td>5,850</td>
<td>-</td>
<td>86,214</td>
<td>92,064</td>
<td>92,064</td>
<td>22.46%</td>
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</tr>
<tr>
<td></td>
<td>Direct Costs</td>
<td>-</td>
<td>-</td>
<td>13,150</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>13,150</td>
<td>3.21%</td>
<td></td>
</tr>
<tr>
<td></td>
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<tr>
<td>Subconsultant DL</td>
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<td></td>
<td></td>
<td>3,142</td>
<td>3,142</td>
</tr>
<tr>
<td>TOTALS</td>
<td>2206</td>
<td>101,753</td>
<td>161,747</td>
<td>19,000</td>
<td>40,781</td>
<td>86,214</td>
<td>92,064</td>
<td>409,505</td>
<td>100.00%</td>
<td></td>
</tr>
</tbody>
</table>

**DBE** 22.48%

---

Printed 10/19/2018 4:22 PM

Page 1 of 1

BDE 3608 Template (Rev. 10/19/17)
# Average Hourly Project Rates

**Firm:** DLZ  
**PTB-ITEM #:** 184  
**Prime/Supplement:** Prime  
**Date:** 10/19/18  
**Sheet:** 1 of 5

## Payroll Classification

<table>
<thead>
<tr>
<th>Classification</th>
<th>Avg Hourly Rates</th>
<th>Total Proj. Rates</th>
<th>Resident Project Engineer</th>
<th>Civil Engineer III PT</th>
<th>Civil Engineer II</th>
<th>Construction Observer Man</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>70.19</td>
<td>0.0</td>
<td>2.63%</td>
<td>1.63</td>
<td>58 100.00%</td>
<td>62.17</td>
</tr>
<tr>
<td>Resident Project Engineer</td>
<td>62.17</td>
<td>58.0</td>
<td>8.61%</td>
<td>4.49</td>
<td>190 100.00%</td>
<td>52.14</td>
</tr>
<tr>
<td>Civil Engineer III</td>
<td>58.16</td>
<td>0.0</td>
<td>85.71%</td>
<td>35.97</td>
<td>170 100.00%</td>
<td>45.12</td>
</tr>
<tr>
<td>Civil Engineer III PT</td>
<td>45.12</td>
<td>1,780.0</td>
<td>79.71%</td>
<td>36.97</td>
<td>200 100.00%</td>
<td>44.12</td>
</tr>
<tr>
<td>Civil Engineer II</td>
<td>45.12</td>
<td>0.0</td>
<td>9.00%</td>
<td>4.00</td>
<td>200 100.00%</td>
<td>44.12</td>
</tr>
<tr>
<td>Civil Engineer I</td>
<td>38.10</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Journeyman</td>
<td>50.14</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Instrument Person</td>
<td>41.11</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Observer Man</td>
<td>44.12</td>
<td>200.0</td>
<td>9.00%</td>
<td>4.00</td>
<td>200 100.00%</td>
<td>44.12</td>
</tr>
<tr>
<td>Designer I</td>
<td>30.08</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technician II</td>
<td>24.07</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technician I</td>
<td>20.05</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technician I PT</td>
<td>17.05</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clerical</td>
<td>24.07</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intern</td>
<td>18.05</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Totals

<table>
<thead>
<tr>
<th></th>
<th>Hours</th>
<th>% Part.</th>
<th>Wgtd Avg</th>
<th>Hours</th>
<th>% Part.</th>
<th>Wgted Avg</th>
<th>Hours</th>
<th>% Part.</th>
<th>Wgted Avg</th>
<th>Hours</th>
<th>% Part.</th>
<th>Wgted Avg</th>
<th>Hours</th>
<th>% Part.</th>
<th>Wgted Avg</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTALS</strong></td>
<td>2208.0</td>
<td>100.00%</td>
<td>$46.08</td>
<td>58.0</td>
<td>100.00%</td>
<td>$62.17</td>
<td>190.0</td>
<td>100.00%</td>
<td>52.14</td>
<td>1760.0</td>
<td>100.00%</td>
<td>45.12</td>
<td>200.0</td>
<td>100.00%</td>
<td>44.12</td>
</tr>
</tbody>
</table>
## EXHIBIT C

**DUPAGE COUNTY DIVISION OF TRANSPORTATION**

**Consultant Employee Rate Listing**

**CONSULTANT:** DLZ Illinois, Inc.

**PROJECT:** 17-DCCSS-01-TL

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate Range</th>
<th>Reason for Adjustment/Addition/Deletion</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Minimum</td>
<td>Maximum</td>
</tr>
<tr>
<td>Principal</td>
<td>70.00</td>
<td>70.00</td>
</tr>
<tr>
<td>Resident Project Engineer</td>
<td>50.00</td>
<td>70.00</td>
</tr>
<tr>
<td>Civil Engineer III</td>
<td>49.90</td>
<td>60.38</td>
</tr>
<tr>
<td>Civil Engineer III PT</td>
<td>42.90</td>
<td>53.82</td>
</tr>
<tr>
<td>Civil Engineer II</td>
<td>39.60</td>
<td>46.86</td>
</tr>
<tr>
<td>Civil Engineer II PT</td>
<td>31.10</td>
<td>46.00</td>
</tr>
<tr>
<td>Civil Engineer I</td>
<td>31.55</td>
<td>38.00</td>
</tr>
<tr>
<td>Journeyman</td>
<td>43.75</td>
<td>50.31</td>
</tr>
<tr>
<td>Instrument Person</td>
<td>35.85</td>
<td>41.23</td>
</tr>
<tr>
<td>Construction Observer Manager</td>
<td>36.70</td>
<td>44.00</td>
</tr>
<tr>
<td>Designer I</td>
<td>28.35</td>
<td>32.60</td>
</tr>
<tr>
<td>Technician II</td>
<td>20.75</td>
<td>25.00</td>
</tr>
<tr>
<td>Technician I</td>
<td>19.05</td>
<td>21.91</td>
</tr>
<tr>
<td>Technician I PT</td>
<td>13.00</td>
<td>17.88</td>
</tr>
<tr>
<td>Clerical</td>
<td>22.60</td>
<td>25.99</td>
</tr>
<tr>
<td>Intern</td>
<td>12.00</td>
<td>19.00</td>
</tr>
</tbody>
</table>

Note: Maximum rate shall not exceed $70.00 per hour.

Signature of Authorized Agent for CONSULTANT: 

[Signature]

Type Name: Gregory R. Brumm

Date: 9/28/18

Approved By COUNTY: 

[Signature]

Date: ______________________

Page 1 of 2
Exhibit C Notes

1. The Classification represents a position within the CONSULTANT’S operation that is filled by one or more personnel that have similar duties and responsibilities.

2. Minimum rate is the lowest rate being paid to personnel for a particular classification.

3. Maximum rate is the top rate being paid to personnel for a particular classification.

4. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.
<table>
<thead>
<tr>
<th>ITEM</th>
<th>ALLOWABLE</th>
<th>UTILIZE</th>
<th>QUANTITY</th>
<th>CONTRACT RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Dime (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td>W.O. ONLY</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Actual cost (Up to state rate maximum)</td>
<td>J.S. ONLY</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Air Fare</td>
<td>Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Vehicle Owned or Leased</td>
<td>$32.50/half day (4 hours or less) or $65/full day</td>
<td>200</td>
<td></td>
<td>$65.00</td>
<td>$13,000.00</td>
</tr>
<tr>
<td>Vehicle Rental</td>
<td>Actual cost (Up to $55/day)</td>
<td>150</td>
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**LEGEND**

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J.S. = Job Specific
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| Vehicle Days | 110.00 |
| Daily Cost  | $65.00 |
| Total Vehicle cost | $7,150.00 |

**SUM** | $151,406.00 |

### Resident Engineer

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| Vehicle Days | 180.00 |
| Daily Cost  | $65.00 |
| Total Vehicle cost | $11,700.00 |

**SUM** | $238,388.00 |

### Project Management & Admin

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| Vehicle Days | 0.00 |
| Daily Cost  | $65.00 |
| Total Vehicle cost | $0.00 |

**SUM** | $10,556.00 |
October 23, 2018

DuPage Central Signal System (Phase III)
Section: 17-DCCSS-01-TL

RE: Anticipate Schedule for Construction Management

- Anticipated Contract Award 12/23/18
- Anticipated Precon Feb – Early March 2019
- Anticipated Construction Mid March 2019 to Mid November 2019
- Project Closeout IDOT Audit and Document Delivery to Dupage – Mid November 2019 to Mid January 2020
EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

CONSULTANT: DB Sterlin Consultants, Inc.
PROJECT: Central Signal System – CM Services

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<th>Rate Range</th>
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<td>$22.66</td>
<td>$37.08</td>
</tr>
<tr>
<td>Construction Technician II</td>
<td>$43.26</td>
<td>$53.56</td>
</tr>
<tr>
<td>Construction Technician I</td>
<td>$30.90</td>
<td>$43.26</td>
</tr>
<tr>
<td>Professional Land Surveyor II</td>
<td>$46.35</td>
<td>$58.71</td>
</tr>
<tr>
<td>Survey Crew Member II</td>
<td>$27.81</td>
<td>$43.26</td>
</tr>
<tr>
<td>Survey Crew Member I</td>
<td>$18.54</td>
<td>$33.99</td>
</tr>
<tr>
<td>Administrative Support</td>
<td>$20.60</td>
<td>$41.20</td>
</tr>
</tbody>
</table>

Note: Maximum rate shall not exceed $70.00 per hour.

Signature of Authorized Agent for CONSULTANT: 

Type Name: Thomas Powers, PE
Date: Sept. 27, 2018

Approved By COUNTY: 

Date: 

Page 1 of 2
Notes

1. The Classification represents a position within the CONSULTANT’S operation that is filled by one or more personnel that have similar duties and responsibilities.

2. Minimum rate is the lowest rate being paid to personnel for a particular classification.

3. Maximum rate is the top rate being paid to personnel for a particular classification.

4. Revisions to Exhibit C shall be limited to adjustments requested by Senior Engineer I the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.
## PAYROLL ESCALATION TABLE
### FIXED RAISES

<table>
<thead>
<tr>
<th>FIRM NAME</th>
<th>DB Sterlin Consultants, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRIME/SUPPLEMENT</td>
<td>Prime</td>
</tr>
<tr>
<td>Prepared By</td>
<td>GRB</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DATE</th>
<th>10/19/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>PTB-ITEM#</td>
<td>184</td>
</tr>
</tbody>
</table>

### CONTRACT TERM
- **MONTHS:** 6
- **START DATE:** 5/1/2019
- **RAISE DATE:** 1/1/2020
- **END DATE:** 10/31/2019

### OVERHEAD RATE
- **137.38%**

### COMPLEXITY FACTOR
- **0**

### % OF RAISE
- **3%**

### ESCALATION PER YEAR

<table>
<thead>
<tr>
<th>year</th>
<th>First date</th>
<th>Last date</th>
<th>Months</th>
<th>% of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>5/1/2019</td>
<td>10/31/2019</td>
<td>6</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

The total escalation = 0.00%
PAYROLL RATES

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>IDOT PAYROLL RATES ON FILE</th>
<th>CALCULATED RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Associate Principal</td>
<td>$70.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>Senior Engineer II</td>
<td>$69.48</td>
<td>$69.48</td>
</tr>
<tr>
<td>Senior Engineer II</td>
<td>$61.80</td>
<td>$61.80</td>
</tr>
<tr>
<td>Project Engineer III</td>
<td>$60.83</td>
<td>$60.83</td>
</tr>
<tr>
<td>Project Engineer II</td>
<td>$50.91</td>
<td>$50.91</td>
</tr>
<tr>
<td>Project Engineer I</td>
<td>$43.60</td>
<td>$43.60</td>
</tr>
<tr>
<td>Construction Engineer III</td>
<td>$48.41</td>
<td>$48.41</td>
</tr>
<tr>
<td>Construction Engineer II</td>
<td>$42.89</td>
<td>$42.89</td>
</tr>
<tr>
<td>Construction Engineer I</td>
<td>$32.33</td>
<td>$32.33</td>
</tr>
<tr>
<td>Engineer III</td>
<td>$39.72</td>
<td>$39.72</td>
</tr>
<tr>
<td>Engineer II</td>
<td>$37.08</td>
<td>$37.08</td>
</tr>
<tr>
<td>Engineer I</td>
<td>$30.29</td>
<td>$30.29</td>
</tr>
<tr>
<td>CADD Manager</td>
<td>$53.05</td>
<td>$53.05</td>
</tr>
<tr>
<td>CADD Technician I</td>
<td>$26.40</td>
<td>$26.40</td>
</tr>
<tr>
<td>CADD Technician II</td>
<td>$37.56</td>
<td>$37.56</td>
</tr>
<tr>
<td>Construction Technician II</td>
<td>$50.10</td>
<td>$50.10</td>
</tr>
<tr>
<td>Construction Technician I</td>
<td>$38.47</td>
<td>$38.47</td>
</tr>
<tr>
<td>Professional Land Surveyor</td>
<td>$56.23</td>
<td>$56.23</td>
</tr>
<tr>
<td>Survey Crew Member II</td>
<td>$36.25</td>
<td>$36.25</td>
</tr>
<tr>
<td>Survey Crew Member I</td>
<td>$23.14</td>
<td>$23.14</td>
</tr>
<tr>
<td>Administrative Support</td>
<td>$26.94</td>
<td>$26.94</td>
</tr>
</tbody>
</table>

Note: Rates should be capped on the AVG tab as necessary.
# COST PLUS FIXED FEE
## COST ESTIMATE OF CONSULTANT SERVICES

**Firm:** DB Sterling Consultants, Inc.

**Prime/Supplement:** Prime

**Overhead Rate:** 137.38%

**Complexity Factor:** 0

### Table

<table>
<thead>
<tr>
<th>DBE Drop Box</th>
<th>Item</th>
<th>Manhours</th>
<th>Payroll</th>
<th>Overhead &amp; Fringe Benef</th>
<th>Direct Costs</th>
<th>Fixed Fee</th>
<th>Services by Others</th>
<th>DBE Total</th>
<th>Total</th>
<th>% of Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>DBE</td>
<td>Senior Engineer II</td>
<td>20</td>
<td>1,909</td>
<td>1,909</td>
<td>514</td>
<td></td>
<td></td>
<td>3,813</td>
<td>3,813</td>
<td>4.14%</td>
</tr>
<tr>
<td>DBE</td>
<td>Construction Engineer III</td>
<td>20</td>
<td>968</td>
<td>1,330</td>
<td>358</td>
<td></td>
<td></td>
<td>2,656</td>
<td>2,656</td>
<td>2.68%</td>
</tr>
<tr>
<td>DBE</td>
<td>Construction Engineer II</td>
<td>570</td>
<td>24,447</td>
<td>33,586</td>
<td>9,046</td>
<td></td>
<td></td>
<td>67,079</td>
<td>67,079</td>
<td>72.86%</td>
</tr>
<tr>
<td>DBE</td>
<td>Construction Technician I</td>
<td>120</td>
<td>4,616</td>
<td>6,342</td>
<td>1,708</td>
<td></td>
<td></td>
<td>12,666</td>
<td>12,666</td>
<td>13.76%</td>
</tr>
<tr>
<td>DBE Direct Costs</td>
<td></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>5,850</td>
<td>-</td>
<td></td>
<td>5,850</td>
<td>5,850</td>
<td>6.35%</td>
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</tbody>
</table>

**Subconsultant DL**

<table>
<thead>
<tr>
<th>Item</th>
<th>Manhours</th>
<th>Payroll</th>
<th>Overhead &amp; Fringe Benef</th>
<th>Direct Costs</th>
<th>Fixed Fee</th>
<th>Services by Others</th>
<th>DBE Total</th>
<th>Total</th>
<th>% of Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>730</td>
<td>31,421</td>
<td>43,167</td>
<td>5,850</td>
<td>11,626</td>
<td></td>
<td>92,064</td>
<td>92,064</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

**DBE 100.00%**

---

Printed 10/19/2018 4:09 PM
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BDE 3608 Template (Rev. 10/19/17)
# Average Hourly Project Rates

**Firm:** DB Sterlin Consultants, Inc.

**Prime/Supplement:** Prime

**Date:** 10/19/18

### Payroll Classification

<table>
<thead>
<tr>
<th>Classification</th>
<th>AVG Hourly Rates</th>
<th>Total Proj. Rates</th>
<th>Senior Engineer II</th>
<th>Construction Engineer II</th>
<th>Construction Technician I</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Hours</td>
<td>% Part.</td>
<td>Wgtd Avg</td>
<td>Hours</td>
</tr>
<tr>
<td>Associate Principal</td>
<td>70.00</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Engineer II</td>
<td>69.48</td>
<td>20.0</td>
<td>2.74%</td>
<td>1.90</td>
<td>20</td>
</tr>
<tr>
<td>Senior Engineer II</td>
<td>61.80</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Engineer III</td>
<td>60.83</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Engineer II</td>
<td>60.91</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Engineer I</td>
<td>43.60</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Engineer III</td>
<td>48.41</td>
<td>20.0</td>
<td>2.74%</td>
<td>1.33</td>
<td>20</td>
</tr>
<tr>
<td>Construction Engineer II</td>
<td>42.89</td>
<td>570.0</td>
<td>78.08%</td>
<td>33.49</td>
<td>570</td>
</tr>
<tr>
<td>Construction Engineer I</td>
<td>32.33</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineer II</td>
<td>39.72</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineer II</td>
<td>37.08</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineer I</td>
<td>30.29</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CADD Manager</td>
<td>53.05</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CADD Technician I</td>
<td>26.40</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CADD Technician II</td>
<td>37.56</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Technician II</td>
<td>50.10</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Technician I</td>
<td>38.47</td>
<td>120.0</td>
<td>16.44%</td>
<td>6.32</td>
<td>120</td>
</tr>
<tr>
<td>Professional Land Surveyor</td>
<td>56.23</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Survey Crew Member II</td>
<td>36.25</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Survey Crew Member I</td>
<td>23.14</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative Support</td>
<td>25.94</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Totals:**

<p>|                      | 730.0 | 100% | $43.04 | 20.0 | 100.0% | $69.48 | 20.0 | 100% | $48.41 | 570.0 | 100% | $42.89 | 120.0 | 100% | $38.47 | 0.0 | 0% | $0.00 |</p>
<table>
<thead>
<tr>
<th>ITEM</th>
<th>ALLOWABLE</th>
<th>UTILIZE</th>
<th>QUANTITY</th>
<th>CONTRACT RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td>W.O.</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Actual cost (Up to state rate maximum)</td>
<td>J.S.</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Actual cost</td>
<td>W.O.</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Air Fare</td>
<td>Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval</td>
<td>J.S.</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td>W.O.</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Vehicle Owned or Leased</td>
<td>$32.50/half day (4 hours or less) or $65/full day</td>
<td>W.O.</td>
<td></td>
<td>$65.00</td>
<td>$5,850.00</td>
</tr>
<tr>
<td>Vehicle Rental</td>
<td>Actual cost (Up to $55/day)</td>
<td>W.O.</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Tolls</td>
<td>Actual cost</td>
<td>W.O.</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Parking</td>
<td>Actual cost</td>
<td>W.O.</td>
<td></td>
<td>$55.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Overtime</td>
<td>Premium portion (Submit supporting documentation)</td>
<td>J.S.</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Shift Differential</td>
<td>Actual cost (Based on firm's policy)</td>
<td>W.O.</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Overnight Delivery/Postage/Courier Service</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>J.S.</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Copies of Deliverables/Mylars (In-house)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>W.O.</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Copies of Deliverables/Mylars (Outside)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>W.O.</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Project Specific Insurance</td>
<td>Actual cost</td>
<td>W.O.</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Monuments (Permanent)</td>
<td>Actual cost</td>
<td>W.O.</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Photo Processing</td>
<td>Actual cost</td>
<td>W.O.</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>2-Way Radio (Survey or Phase III Only)</td>
<td>Actual cost</td>
<td>W.O.</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Telephone Usage (Traffic System Monitoring Only)</td>
<td>Actual cost</td>
<td>W.O.</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>CADD</td>
<td>Actual cost (Max $15/hour)</td>
<td>W.O.</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Web Site</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>W.O.</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Advertisements</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>W.O.</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Public Meeting Facility Rental</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>W.O.</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Public Meeting Exhibits/Renderings &amp; Equipment</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>W.O.</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Recording Fees</td>
<td>Actual cost</td>
<td>W.O.</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Transcriptions (specific to project)</td>
<td>Actual cost</td>
<td>W.O.</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Courthouse Fees</td>
<td>Actual cost</td>
<td>W.O.</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Storm Sewer Cleaning and Tearing</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>W.O.</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Traffic Control and Protection</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>W.O.</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Aerial Photography and Mapping</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>W.O.</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Utility Exploratory Trenching</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>W.O.</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><em>Testing of Soil Samples</em></td>
<td>Actual cost</td>
<td>W.O.</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Lab Services*</td>
<td>Actual cost (Provide breakdown of each cost)</td>
<td>W.O.</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Equipment/or Specialized Equipment Rental*</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>W.O.</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**TOTAL DIRECT COST**

$5,850.00

*If other allowable costs are needed and not listed, please add in the above spaces provided.

**LEGEND**

W.O. = Work Order
J.S. = Job Specific
ADDENDA #1 TO
PRELIMINARY ENGINEERING SERVICES AGREEMENT FOR FEDERAL
PARTICIPATION

1.0 CONSULTANT'S INSURANCE

1.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

1.1.a Worker's Compensation Insurance in the statutory amounts.

1.1.b Employer's Liability Insurance in an amount not less than one million dollars ($1,000,000.00) each accident/injury and one million dollars ($1,000,000.00) each employee/disease.

1.1.c Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with a limit of not less than three million dollars ($3,000,000.00) aggregate; including limits of not less than two million dollars ($2,000,000.00) per occurrence, and one million dollars ($1,000,000.00) excess liability. An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/County Engineer, DuPage County Division of Transportation, its’ Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.

1.1.d Commercial (Comprehensive) Automobile Liability Insurance with minimum limits of at least one million dollars ($1,000,000.00) for any one person and one million dollars ($1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. An Endorsement must also be
provided naming the County of DuPage c/o the Director of Transportation/County Engineer, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.

1.1.e Professional Liability Insurance (Errors and Omissions) shall be provided with minimum limits of at least one million dollars ($1,000,000.00) per incident/two million dollars ($2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

1.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation
of this AGREEMENT due to CONSULTANT’S failure to provide and maintain the required insurance.

1.3 The coverage limits required under subparagraphs 1.1.c and 1.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 1.1.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 be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the “Who is Insured” pages of the excess/umbrella policy wording such as “Any other person or organization you have agreed in a written contract to provide additional insurance” or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

1.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including naming the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 1.0. The COUNTY retains the right to obtain evidence of sub-consultants’ insurance coverage at any time.
ADDENDA #2
TO PRELIMINARY ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION

If any provisions in this AGREEMENT conflict with this ADDENDA #2, the terms of this ADDENDA #2 shall control.

The ENGINEER acknowledges that this AGREEMENT includes federal participation and upon audit of this AGREEMENT by the STATE, the ENGINEER agrees to be bound by the STATE’s audited maximum allowable amount, even if Notice to Proceed, has already been given, and the ENGINEER will not invoice the LA in excess of said amount.

All invoices to the LA shall include a remittance address. Each invoice shall be submitted on IDOT’s Bureau of Design & Environment (BDE) invoice form that is applicable to the fee structure of this AGREEMENT or alternative format if agreed to in advance by the LA. Non-exempt employees are eligible for overtime compensation with proof of non-exempt status. Each invoice shall also include information referenced in paragraph 6. of BLR 05610 and a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The ENGINEER shall be required to submit a monthly progress report to the LA even if a monthly invoice is not submitted to the LA.
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:

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

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

Authorized Signature

Printed Name: Gregory R Brumm
Title: President
Date: Sep 27, 2018

Packet Pg. 924
17.l.e
### Required Vendor Ethics Disclosure Statement - DLZ Illinois, Inc.

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description</th>
<th>Amount</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citizens for Dan Cronin</td>
<td>Ram Rajadhyaksha</td>
<td>Check</td>
<td>$1000.00</td>
<td>6/19/2017</td>
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AMENDMENT TO COUNTY CONTRACT 2706 SERV
ISSUED TO FENCE CONNECTION, INC.

TO FURNISH, REPAIR AND INSTALL FENCING
AS NEEDED FOR THE DIVISION OF
TRANSPORTATION (INCREASE $20,000.00; +100%)

WHEREAS, County contract 2706 SERV was issued to Fence Connection, Inc. on September 1, 2017 to furnish, repair and install fencing, as needed for the Division of Transportation, per lowest responsible bid 17-138-BF; and

WHEREAS, the Division of Transportation is responsible for the repair, installation and maintenance of fencing, along DuPage County rights of way; and

WHEREAS, repairs and/or installations of fencing in the first year of a two year contract has exceeded historical experiences; and

WHEREAS, an increase in the contract amount is in the best interest of the County and is authorized by law.

NOW, THEREFORE, BE IT RESOLVED that the County Board adopt the Amendment to County contract 2706 SERV, issued to Fence Connection, Inc., to increase the funding in the amount of $20,000.00, resulting in an amended contract total amount of $40,000.00, an increase of 100%.

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

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 16, 2018

MinuteTraq (IQM2) ID #: 13751

Purchase Order #: 2706-0001Serv Original Purchase Order Date: Sep 1, 2017 Change Order #: 1 Department: Division of Transportation

Vendor Name: Fence Connection, Inc. Vendor #: 25855

Dept Contact: Darcie Garza, CPPB

Background and/or Reason for Change Order Request:
This contract is to repair, supply and install fencing, as needed, for a 2 year period. Requesting an increase to the contract to provide for the needed fencing repairs through the term of the contract 8/31/2019.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

| A  | Starting contract value | $20,000.00 |
| B  | Net $ change for previous Change Orders | | |
| C  | Current contract amount (A + B) | $20,000.00 |
| D  | Amount of this Change Order | ☒ Increase | ☐ Decrease |
| E  | New contract amount (C + D) | $40,000.00 |
| F  | Percent of current contract value this Change Order represents (D / C) | 100.00% |
| G  | Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) | 100.00% |

DECISION MEMO NOT REQUIRED

☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☐ Consent Only

☐ Change budget code from: to: 

☐ Price shows: should be: 

☐ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

DECISION MEMO REQUIRED

☐ Increase (greater than 29 days) contract expiration from: to: 

☒ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount ☐ Funding Source 1500-3510-53320

☐ OTHER - explain below:

DG, CPPB  6906  Oct 16, 2018  10/23/18
Prepared By (Initials) Phone Ext Date Recommended for Approval (Initials) Phone Ext Date

REVIEWED BY (Initials Only)

Buyer  10-30-18  10-30-18
Date Procurement Officer Date

Chief Financial Officer (Decision Memos Over $25,000)  10-20-18  10-31-17
Date Chairman's Office (Decision Memos Over $25,000) Date

10-07-18 AM 0:55

RECEIVED

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Packet Pg. 927
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: Division of Transportation</th>
<th>Department Contact: Darcie Garza, CPPB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:darcie.garza2@dupageco.org">darcie.garza2@dupageco.org</a></td>
<td>Contact Phone: 630-407-6906</td>
</tr>
<tr>
<td>Vendor Name: Fence Connection, Inc.</td>
<td>Vendor #: 25855</td>
</tr>
</tbody>
</table>

**Date:** Oct 16, 2018

**MinuteTraq (IQM2) ID #:** 13861

**Department Requisition #:** 2706-0001SERV

**Requesting approval to increase contract #2706-0001Serv for the repair, supply and installation of fencing, as needed for a two year period, in the amount of $20,000.00 for the needed fencing repairs through the term of the contract 8/31/2019.**

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

Historically, DuPage County Division of Transportation contracts with a fencing company to provide any repairs, supply materials and provide any installations of fencing on DuPage County Right of Ways. We are starting year two of the two year initial term and we have utilized all of the allotted money. Requesting approval for an increase to the contract in the amount of $20,000 for the needed fencing repairs through the term of the contract 8/31/2019.

**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.

There are various functions that fencing along County right of ways provides. Safety, privacy, security and appearance enhancement are just a few. The repair, installation and maintenance of fencing, along DuPage County right of ways, is the responsibility of the DuPage County Division of Transportation, Highway Maintenance Division.

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

This contract was competitively bid under solicitation #17-138-BF.

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

Staff recommends an increase to the contract in the amount of $20,000 to provide for the needed fencing repairs through 8/31/2019.

**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.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Original Budget</th>
<th>Revised Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>17-1500-3510-53320</td>
<td>$5,000</td>
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</tr>
<tr>
<td>19-1500-3510-53320</td>
<td>$5,000</td>
<td>19-1500-3510-53320</td>
</tr>
</tbody>
</table>
COUNTY OF DU PAGE, ILLINOIS

Required Vendor Ethics Disclosure Statement
Date: 7-31-17
Bld/Contract/PO #: 17-138-BF

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 $25,000 or more, 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 countyclered 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.

X NONE (check here) - if no contributions have been made

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

X NONE (check here) - if no contacts have been made

<table>
<thead>
<tr>
<th>Add Line</th>
<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>
<tbody>
<tr>
<td>x</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>x</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

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

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

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

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

Authorized Signature: [Redacted]

Printed Name: JUAN ESCOBAR

Title: PRESIDENT

Date: 7-31-17

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
Resolution
FI-R-0951-18

AUTHORIZATION OF CONTRACT WITH
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150,
DIVISION OF TRANSPORTATION

WHEREAS, the Illinois Public Employee Labor Relations act has established regulations regarding union recognition and collective bargaining in the State of Illinois, and

WHEREAS, a group of employees in the Division of Transportation did authorize the International Union of Operating Engineers, Local 150 as their exclusive bargaining agent under the terms and conditions of the Act, and

WHEREAS, the County, and the International Union of Operating Engineers, Local 150, Division of Transportation, have been bargaining in good faith to reach agreement, and

WHEREAS, the union members have ratified a tentative agreement.

NOW, THEREFORE, BE IT RESOLVED that the County Board does hereby ratify, accept and adopt the contract attached to this resolution between the International Union of Operating Engineers, Local 150, Division of Transportation, and the County of DuPage, and

BE IT FURTHER RESOLVED that the County Board Chairman be authorized to execute said contract, and

BE IT FURTHER RESOLVED that the County Clerk transmit a copy of this resolution to the Human Resources Department, and County Board Office.

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

COUNTY OF DUPAGE
DIVISION OF TRANSPORTATION

And

THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 150, PUBLIC EMPLOYEES DIVISION

December 1, 2017 to November 30, 2022
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<th>Appendix</th>
<th>Title</th>
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</tr>
<tr>
<td>B</td>
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<td>26</td>
</tr>
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<td>C</td>
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<tr>
<td>D</td>
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<td>33</td>
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<td>E</td>
<td>Tuition Reimbursement</td>
<td>51</td>
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<tr>
<td>F</td>
<td>Wages</td>
<td>53</td>
</tr>
<tr>
<td>G</td>
<td>Drug and Alcohol Policy</td>
<td>57</td>
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<tr>
<td>H</td>
<td>Fitness for Duty</td>
<td>69</td>
</tr>
<tr>
<td>I</td>
<td>Employee Retention Policy</td>
<td>71</td>
</tr>
</tbody>
</table>
PREAMBLE

This Agreement has been made and entered into by and between the County of DuPage (hereinafter referred to as the “County”) and the International Union of Operating Engineers, Local 150, (hereinafter referred to as the “Union”).

It is the intent and purpose of this Agreement to set forth the parties’ entire agreement with respect to the wages, hours, and other terms and conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; as required by the Illinois Public Labor Relations Act.

The parties acknowledge their mutual desire to foster harmonious relations between the County and the employees represented by this agreement and to establish equitable and peaceful procedure for the resolution of differences, to prevent interruptions of work and interference with the efficient operation of County operations, and to provide an orderly and prompt method for resolving grievances concerning the employees.

ARTICLE 1
RECOGNITION

SECTION 1.1 RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees within the following collective bargaining unit, as certified by the Illinois State Labor Relations Board:

** INCLUDED
All persons employed full-time and regular part-time by the County of DuPage in its Division of Transportation in the following job titles or classifications: Heavy Equipment Crew Leader; Equipment Operator I; Equipment Operator II; Vehicle Maintenance Crew Leader; Heavy Equipment Mechanic; Automotive Mechanic; Laborer; Grounds Crew Leader; Senior Grounds Maintenance Worker; Grounds Maintenance Worker.

** EXCLUDED
All other employees of the County of DuPage, including supervisory, managerial or confidential employees.

SECTION 1.2 NEW CLASSIFICATIONS

The Employer shall notify the Union within fifteen (15) working days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit.

ARTICLE 2
MANAGEMENT RIGHTS

SECTION 2.1: MANAGEMENT RIGHTS

It is understood and agreed that the County retains all traditional, statutory, and constitutional rights and authority to manage and operate the employees of the County in all respects, including, but not limited to, all rights and authority exercised by the County prior to the execution of this Agreement, except as amended, changed or modified in a specific provision set forth in this Agreement. These rights include but are not limited to the following:

a) Plan, direct, control, and determine all functions, operations, standards and services.

b) Supervise, direct and evaluate employees;
c) Establish the qualifications for employment and employ employees;
d) Establish work rules, schedules, assignments and assign employees;
e) Hire, promote, transfer, schedule and assign employees in positions and to create, combine, modify, and eliminate positions within the Department;
f) Suspend, discharge, and take other disciplinary action against employees for just cause (with the exception of probationary employees, who may be discharged without cause);
g) To relieve employees from duty because of lack of work, money or other legitimate cause, to determine the size and composition of the working force;
h) Establish work and productivity standards and rules of conduct, and, from time to time, amend such standards;
i) Determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement;
j) Determine the number of hours of work and shifts per work week and assign overtime;
k) Maintain efficiency of operations and services of the Department;
l) Take whatever action is necessary to comply with the State and Federal law;
m) Secure, change or eliminate methods, equipment, and facilities for improvement of operation and to establish and implement a budget;
n) Determine the kinds and amounts of services to be performed as it pertains to operations, and the number and kinds of classifications to perform such services, to include revision, combination, addition or elimination of job classifications; determine the methods, means, organization and personnel by which operations are to be conducted to include services and staffing requirements by program, unit, and division.

However, nothing in this Section shall alter the County’s obligation to bargain with the Union over mandatory subjects of bargaining as provided in the Illinois Labor Relations Act and relevant caselaw.

ARTICLE 3
UNION RIGHTS

SECTION 3.1 UNION ACTIVITY DURING WORKING HOURS

Union activities within Employer facilities shall be restricted to administering and negotiating this agreement. The Stewards or his/her designee shall ask for and obtain permission before leaving his/her job in order to conduct Union business. The Stewards or his/her designees will ask for and obtain permission from the Manager of any employee with whom he/she wishes to carry on Union business.

Authorized agents of the Union shall have access to the Employer’s establishment, including remote job sites, during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is adhered to, with prior notification to the Manager of Highway Operations or his/her designee, provided however, there is minimal interruption of the Employer’s working schedule.

SECTION 3.2 UNION BULLETIN BOARD

The Employer shall provide a Union bulletin board at each work location. The board(s) shall be for the sole and exclusive use of the Union, such notices shall be limited to Union business and notices of a non-controversial and non-political nature.
ARTICLE 4
UNION DUES/FAIR SHARE CHECKOFF

SECTION 4.1 DEDUCTIONS
The Employer agrees to deduct from the pay of those employees who are Union members any or all of the following:
(A) Union membership dues, assessments, PAC, or fees;
(B) Union sponsored credit and other benefit programs.
Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the State Salary and Annuity Withholding Act and/or any other applicable State statute.
Upon request of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a twice monthly basis at the address designated in writing by the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.
The Union shall certify the current amount of Union deductions.

SECTION 4.2 FAIR SHARE
Upon submission of an appropriate written authorization from an employee expressly authorizing this deduction, then pursuant to Section 3(G) of the Illinois State Labor Relations Act and amendments thereto, employees covered by this Article who are not members of the Union or do not make application for membership, shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, terms and conditions of employment, as certified by the Union.
The proportionate fair share payment, with a letter of explanation as to that fair share payment, as certified to be current by the Union pursuant to the Illinois State Labor Relations Act, shall be deducted by the Employer from the earnings of the non-member employee each pay period.
The amount of the above employee deductions shall be remitted to the Union after the deduction(s) is made by the Employer with a listing of the employee, social security number, address and the individual employee deduction(s), along with deductions remitted pursuant to this Article.

SECTION 4.3 HOLD HARMLESS
The Union shall hold and save the employer harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement.

ARTICLE 5
HOURS OF WORK AND OVERTIME

SECTION 5.1 WORKDAY AND WORKWEEK
(A) The workday for bargaining unit employees is eight (8) hours and the workweek is forty (40) hours.
(B) Hours
1) Except as set forth herein, the hours for bargaining unit employees are 6:00 a.m. to 2:30 p.m., Monday through Friday.
The Employer may alter the employee’s regular workday consistent with its goal to best serve the public needs, provided that the change in the workday is for the entire department and for a maximum of one (1) week duration. The Employer shall provide no
less than 21 calendar days advance notice of such changes in an employee’s regular
workday and shall be limited to one (1) hour prior to or one (1) hour after the employee’s
normal start time. The County will not change an employee’s regular workday if the
purpose of the change is to diminish overtime opportunities. No change will result in a
reduction of the normal work hours of eight (8) or forty (40) hour per week.

2) During snow season, from November 1 through March 31, there shall be two (2) snow
shifts Monday through Friday. Shift A from 2:30 p.m. until 10:00 p.m. and Shift B from
10:00 p.m. until 6:00 a.m. On weekends Shift A shall be 10:00 a.m. until 10:00 p.m. and
Shift B shall be 10:00 p.m. until 10:00 a.m. The Employer shall have the discretion to
call employees in early or hold them over their scheduled Shift A or Shift B during snow
season. The Employer retains the right to move employees from the A to the B Shift or
the B to A Shift based on operational needs. Nothing in this subsection shall constitute a
guarantee of shift work hours.

3) Tardiness and Tardy Call-In Policy: The Division of Transportation Tardiness and Tardy Call-In
Policy is incorporated herein as Appendix A.

SECTION 5.2: LUNCH/REST PERIODS
(A) Employees shall be granted one thirty (30) minute paid break during the first half of the workday.
(B) Employees shall be granted a one-half hour unpaid lunch during the midpoint of each day.
   Additionally, where the requirements of the job dictate that employees work through their lunch
   period, employees shall be allowed to leave work thirty (30) minutes early, with supervisor
   approval, or shall be compensated at the rate of one half hour of appropriate overtime.

SECTION 5.3 ALLOWABLE REST PERIOD
Employees may work more than sixteen (16) hours in a twenty-four (24) hour period without
taking an eight (8) hour rest period. Should an employee reasonably believe that he can work more than
16 hours in a twenty-four hour period, he shall be permitted to do so. The employee agrees to provide the
Employer a minimum of one (1) hour advance notice if he cannot continue to work. If the employee is
sent home by the County for an eight (8) hour rest period and any part of the eight (8) hour rest period
falls within the employee’s normal workday he shall be compensated for those hours. Should the
employee opt to go home for an eight (8) hour rest period and any part of the eight (8) hour rest period
fall within the employee’s normal workday he shall be permitted to use accrued vacation or compensatory
time off for those hours.

SECTION 5.4: OVERTIME COMPENSATION
The compensation paid employees for overtime work shall be as follows:
(A) For scheduled overtime, a bargaining unit employee shall be paid at one and one-half his/her
   regular hourly rate of pay when required to work in excess of forty (40) hours in a workweek.
   For purposes of scheduled overtime, all time paid for but not worked, excluding sick leave and
   compensatory time, shall be counted as “time worked” for purposes of computing overtime
   compensation.
(B) For scheduled overtime and emergency call outs/callbacks, a bargaining unit employee shall be
   paid at time and one-half (1 ½) his/her regular rate of pay for the first eight (8) hours worked on
   holidays. Bargaining unit members shall be paid double (2x) his/her regular hourly rate of pay
   for all hours worked above eight (8) hours worked on the holiday; except that employees that
   work emergency overtime on Thanksgiving, Christmas Day, New Year’s Day, and Independence
   Day shall be compensated at double time for all hours worked on those actual holidays.
(C) All emergency call outs/callbacks shall be compensated at the applicable overtime rate of pay
   regardless of hours worked during the normal workday or workweek.
SECTION 5.5 NO PYRAMIDING

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

SECTION 5.6 OVERTIME DISTRIBUTION

From April 1 through November 1, the Manager of Highway Operations, or his designees, shall maintain a list of volunteers available for scheduled overtime opportunities and shall first assign overtime based on this rotating list provided the employee has the skill and ability to perform the job assignment creating the overtime. Earnest effort will be made to equalize overtime opportunities within each division (Maintenance/Equipment, Vehicle Maintenance, Grounds). Specific employees may be selected for special assignments based upon specific skills, ability and experience they may possess. The above procedure shall not apply to snow removal operations.

The employment of part-time, temporary, seasonal or non bargaining unit personnel shall not work to deprive regular full-time personnel of opportunities to work overtime. However, if the full-time personnel who would have usually worked the overtime refuses it or is unavailable, the employer may work part-time or temporary personnel on said overtime without violating the Agreement.

Supervisors or other non-bargaining unit personnel shall not perform bargaining unit work during the regular workday, unless on a short term emergency basis, or on an overtime basis unless training or assisting bargaining unit members in an emergency situation, however, this shall not apply to assistance in salting operations.

SECTION 5.7 ON-CALL ASSIGNMENTS

From November 1 to March 31 all employees shall be on call and shall report to work when required to do so. Employees shall be compensated at the rate of two and one half (2.5) hours per week at their regular straight time rate of pay for being on call.

An employee shall lose only one-half (1/2) hour of on-call pay per day for an off-call assignment up to a maximum of two and one half (2.5) hours per week.

From April 1 to October 31, five (5) Maintenance Equipment employees shall be on call. No employee shall be required to be on-call during this period more than one (1) week out of any consecutive four (4) week period.

The Manager, or his designee, shall prepare the schedule for on-call assignments from a list of volunteers. If there is not a sufficient list of volunteers to meet the above requirements, employees shall be assigned on-call weeks at the discretion of the Manager.

Employees shall be compensated at the rate of two and one half (2.5) hours per week at their regular straight time rate of pay for being on call during this period.

Specific employees may be selected for special assignments based upon specific skills, ability and experience they may possess to continue the response after the on-call crew has secured the emergency response area for the purposes of overtime distribution.

The Manager of Highway Operations shall provide a schedule two weeks in advance listing those employees who will be on-call for those dates.
SECTION 5.8 OFF-CALL ASSIGNMENTS
Off call is defined as an employee that is unavailable to work who has requested and has been approved time to be off-call by the Manager of Operations or his designee. Employees are permitted up to seven (7) calendar days off call from November 1 through March 31 with prior approval from the Manager of Highway Operations and/or designee. Employees may be permitted to take an additional seven (7) days off call when available. Priority shall be given to those employees who have not utilized seven additional days beyond the initial seven (7) calendar days off call.

Maintenance Equipment employees will be permitted to take an additional seven (7) days off call from April 1 through October 31.

The Manager of Highway Operations and/or his designee has the sole discretion to approve or deny these additional off call requests. The hours of off call will be granted from 6:00 a.m. through 6:00 a.m. the following day.

The off-call request must be submitted at least 3 days in advance of the start of the requested off-call period. Once submitted and approved, an off-call request cannot be withdrawn within 14 days of the requested off-call date.

Between November 1 through November 30 and between March 1 and March 31, up to a maximum of four (4) Maintenance Equipment and Grounds employees and one (1) Vehicle Maintenance employee will be allowed to be scheduled off call; between December 1 and February 28 (or 29), up to a maximum of two (2) Maintenance Equipment and Grounds employees and one (1) Vehicle Maintenance employee will be allowed off call at any given time, between April 1 and October 31, a up to a maximum of ten (10) Maintenance Equipment employees will be allowed to be scheduled off call.

An employee shall be permitted to utilize accrued time off, during the normal workday and make himself available for call outs without losing his on-call pay.

SECTION 5.9 COMPENSATORY TIME OFF
In lieu of paid overtime for emergency overtime call-outs only, employees may opt to earn compensatory time off. Employees are not eligible to earn compensatory time in lieu of paid overtime for scheduled overtime opportunities. Compensatory time shall be granted in such time blocks as are mutually agreed upon between the employee, and the Employer. Compensatory blocks shall be for a minimum of one-half (1/2) hour increments. Compensatory time shall be compensated at the employee’s current rate of pay. Employees may only accumulate a maximum of one hundred (100) hours of compensatory time at any one time. After the initial one hundred (100) hours of compensatory time is accrued, the option to earn compensatory time off in lieu of paid overtime shall be by mutual agreement of the employer and employee. Employees may only use a maximum of forty (40) hours of compensatory time as time off between April 1 and October 31 of each year, following vacation guidelines. On November 1 of every year, all accumulated compensatory time over sixteen (16) hours will be paid out. Employees shall be permitted to cash out all or some accrued compensatory time at any given time. Compensatory time may be cashed out in eight (8) hour increments.

SECTION 5.10: CALLBACK
A “callback” is defined as an official assignment of work which is outside of an employee’s regularly scheduled working hours as defined in Section 5.1 of this Article. Callbacks shall be compensated for at the appropriate overtime rate of pay, as stated above, for all hours worked on callback, with a guaranteed minimum of two and one half (2.5) hours at such overtime rate of pay for each
callb. Continuation of the work day beyond the defined work hours shall not be subject to the guaranteed minimum. It is expressly agreed that a callback assignment is for a specific purpose and the Employer shall not assign employees who complete their callback assignment busy work in order to fill the remaining hours.

ARTICLE 6  
SENIORITY

SECTION 6.1 SENIORITY DEFINED  
Except for purposes of layoff, an employee’s seniority shall be the period of the employee’s most recent continuous regular employment with the Employer. For purposes of layoff, an employee’s seniority shall be the period of the employee’s most recent continuous employment with the Employer in the bargaining unit.

SECTION 6.2 BREAKS IN CONTINUOUS SERVICE  
An Employee’s continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, failure to return from a leave of absence and being absent for three (3) consecutive days without approval.

SECTION 6.3 SENIORITY LIST  
Upon the Union’s request, the County will provide the Union with a seniority list setting forth each employee’s seniority date. The County shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the County in writing within fourteen (14) calendar days after the Union’s receipt of the list.

SECTION 6.4 PROBATIONARY EMPLOYEES  
An employee is probationary for the first six (6) months of employment. A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During the period of probation, no grievance may be filed by or on behalf of such employee regarding discharge or discipline. Employees who are promoted within the bargaining unit shall not be required to serve an additional probationary period.

ARTICLE 7  
LAYOFF AND RECALL

SECTION 7.1 DEFINITION AND NOTICE  
A layoff is defined as a reduction in bargaining unit jobs. The Employer shall give the Union at least thirty (30) days notice of any layoffs. Prior to any layoffs, the Employer shall give the Union notice of the layoff and agrees, upon request by the Union, to meet and discuss the layoffs and consider alternatives to the layoff(s).

SECTION 7.2 GENERAL PROCEDURES  
In the event of a layoff, employees shall be laid off in inverse order of seniority by classification as attached in Appendix B. However, prior to laying off any bargaining unit employees, all seasonal,
temporary, probationary, part-time or other non-bargaining unit employees who primarily perform work customarily performed by bargaining unit employees shall be laid off or terminated, as the case may be. An employee who is subject to being laid off pursuant to the procedure set forth above may bump the least senior employee in a lower-rated classification in his employee group, as provided for in Appendix B. Employees displaced through the exercise of a bump by a more senior employee shall also have bumping rights consistent with the provisions of this Section.

SECTION 7.3 RECALL OF LAID-OFF EMPLOYEES

The names of laid-off employees shall be placed on a layoff list for twelve (12) months. Employees shall be recalled in seniority order and seniority shall be restored. No part-time, temporary, seasonal or other non-bargaining unit employees will be hired to do bargaining unit work during this time. If there is a recall in the employee’s job classification, employees who are still on the re-employment registry in said job classification shall be recalled in the inverse order of their layoffs. After twelve (12) months on layoff, an employee shall lose his/her seniority and will be removed from the layoff list.

Employees who are eligible for recall shall be given seven (7) calendar days’ notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union. The employee must notify the Director of Human Resources, or designee of his intention to return to work within three (3) days after receiving the notice of recall. The County shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Director of Human Resource Department, or designee with his latest mailing address. If an employee fails to respond to a recall notice his name shall be removed from the re-employment registry.

ARTICLE 8
DISCIPLINARY PROCEDURES

SECTION 8.1 EMPLOYEE DISCIPLINE

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. Discipline shall include but not be exclusive of the following progressive steps of priority:

(A) Oral warning with documentation of such filed in the employee’s personnel file.
(B) Written reprimand with copy of such maintained in the employee’s personnel file.
(C) Suspension without pay with documentation of such maintained in the employee’s personnel file, with copy sent to Union office.
(D) Discharge with documentation of such maintained in the employee’s personnel file, with copy sent to Union office.

The disciplinary steps may or may not be used in sequential order. Certain conduct may warrant an immediate written reprimand, suspension or termination. Whenever appropriate, prior to actual imposition of written reprimands, suspension without pay, or discharges, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable after the supervisor’s action and not be unduly or unreasonable delayed, and the employee shall be informed clearly and concisely of the basis for such action. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present and participate in such discussions.

SECTION 8.2 RIGHT TO REPRESENTATION
Prior to any pre-disciplinary discussions with the employee, the employee shall be informed of his/her rights to Union representation due to the fact that disciplinary action may be taken.

ARTICLE 9
GRIEVANCE PROCEDURE

SECTION 9.1 GRIEVANCE DEFINED
A grievance is defined as any dispute or difference of opinion raised by an employee against the County involving an alleged violation of an express provision of the Agreement.

SECTION 9.2 PROCESSING OF GRIEVANCE
The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and normal communications. If, however, the informal process does not resolve the matter, the Union may process his grievance according to the following procedures in Section 9.3

Grievances shall be processed by a Union Steward, the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

SECTION 9.3 GRIEVANCE STEPS

Step One: Manager
The Union may submit a written grievance to the employee’s Manager, within ten (10) business days of the event giving rise to the grievance or the Union’s reasonable knowledge of the events giving rise to the grievance. The grievance shall contain the name of grievant, a complete statement of the facts, and the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. The Manager or his/her designee shall schedule a conference within five (5) business days of receipt of the grievance to attempt to adjust the matter. The Manager, or designee shall submit a written response within ten (10) business days of the receipt of the grievance, unless otherwise agreed to by the parties.

Step Two: Director of Transportation
If the grievance remains unsettled at step one, the Union may advance the written grievance to the Director of Transportation within ten (10) business days of the response in step one or when such response was due. The Director of Transportation or his/her designee shall schedule a conference within five (5) business days of receipt of the grievance to attempt to adjust the matter. The Director of Transportation or designee shall submit a written response within ten (10) business days of the grievance appeal, unless otherwise agreed to by the parties.

Step Three: Director of Human Resources
If the grievance remains unsettled at step two, the Union may advance the written grievance to the Director of Human Resources within ten (10) business days of the response in step two or when such response was due. The Director of Human Resources or his/her designee shall schedule a conference
within five (5) business days of receipt of the grievance to attempt to adjust the matter. The Director of Human Resources or designee shall submit a written response within five (5) business days of the grievance appeal, unless otherwise agreed to by the parties.

Pre-Arbitration Meeting

If the grievance is not resolved in Step 3, either party may request a pre-arbitration meeting to be held with the County Administrator and the Union representative within ten (10) working days following the receipt of the Director of Human Resources written answer. This meeting shall constitute further attempt at resolving the issue prior to involving an arbitrator. The County Administrator will present the Union representative with a written response as to the outcome of the pre-arbitration meeting within ten (10) working days following the meeting.

Step Four: Arbitration

If the grievance remains unsettled after the response in step three or the Pre-Arbitration meeting, if scheduled, the Union may refer the grievance to arbitration within ten (10) working days of receipt of the County's written answer as provided to the Union at Step 3 or at which time the written response to Step 3 was due, or after the Pre-Arbitration if scheduled or when the Pre-Arbitration answer was due. Such an appeal shall be made in writing to the Director of Human Resources.

The Union and the Director of Human Resources shall attempt to agree upon an arbitrator within five (5) working days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) working days, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. The parties shall alternatively strike the name of an arbitrator, with the party requesting arbitration making the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator. Both parties shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the Arbitrator shall then proceed to determine the merits of the dispute. If either party objects, another panel will be requested and another arbitrator selected. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the County and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent Arbitrator(s) during the term of this Agreement or from agreeing that more than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

The Arbitrator shall endeavor to render his/her decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing or the submission date of briefs, whichever is later. The Arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented.

The decision and award of the arbitration shall be final and binding to the Union, employee(s) and Employer. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions.
SECTION 9.4: LIMITATION ON AUTHORITY OF ARBITRATOR

The arbitrator shall have no right or authority to amend, modify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall only be empowered to determine the issue raised by the grievance as initially presented in writing and shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award, which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the County which are under law, granted to the County by law, court decisions, or the provisions of this Agreement.

Any decision and award of the arbitrator shall be final and binding on the County, the Union, and the employee(s) involved, unless reversed on appeal in accordance with the provisions of the Uniform Arbitration Act and the Illinois Labor Relations Act.

SECTION 9.5 TIME LIMIT FOR FILING

The Parties agree that the time limits set forth in this section are of the essence. No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) working days, or within forty-five (45) days, if the Union does not reasonably have knowledge of the events giving rise to the grievance within ten (10) days. If a grievance is not presented by the Union within the time limits set forth above, it shall be considered “waived” and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the County’s last answer. If the County does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

No member of the bargaining unit shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this article. Moreover, no action, statement, agreement, settlement or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the County unless and until the County has agreed thereto in writing.

SECTION 9.6: GRIEVANCE FORMS

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant’s complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper date, section citation or other procedural error shall not be grounds for denial of the grievance.

SECTION 9.7: SETTLEMENTS AND TIME LIMITS

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the Employer's last answer will be considered settled on the basis of the employer's last answer and shall not be eligible for further appeal, except that the parties may, in any individual case (except discharge cases), extend this limit by unilateral written notice.

SECTION 9.8: UNION STEWARDS

Four (4) duly authorized bargaining unit representatives, divided equally among the shifts, shall
be designated by the Union as the Union Stewards. Two (2) duly authorized bargaining unit representatives shall be designated by the Union in each department as the Alternate Steward. The Alternate Stewards shall only act in the place of the Union Stewards when the Union Steward is absent. The Union will provide written notice to the Employer to identify all Stewards.

ARTICLE 10
HOLIDAYS

SECTION 10.1 GENERAL INFORMATION
Holidays are:

New Year’s Day
Memorial Day
Independence Day
Christmas Day
Thanksgiving Day
President’s Day
Columbus Day

Martin Luther King Day
Labor Day
Day after Thanksgiving
Veterans Day

If the Employer declares any additional dates as observed holidays, such date(s) shall be considered holiday(s) for all bargaining unit employees. If the Employer declares any reduced dates as observed holidays, such date(s) shall be reduced holiday(s) for all bargaining unit employees.

SECTION 10.2 SPECIFIC APPLICATIONS
When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

SECTION 10.3 HOLIDAY PAY
All employees shall receive eight (8) hours pay for each holiday. Employees who perform work on a holiday shall additionally be compensated at time and one half (1 ½) their regular rate of pay for the first eight (8) hours of time actually worked on such holiday, with a guaranteed minimum of two and one half (2.5) hours should an employee be called out on a holiday; except that any employee that is called out to work on an emergency basis on Thanksgiving Day, Christmas Day, New Year’s Day or Independence Day shall be compensated at double their regular rate of pay for all hours worked on the actual holiday. The employee will be paid double time for all hours worked above the eight (8) hours of work on the holiday.

Eligibility Requirements: To be eligible for holiday pay, an employee must work in the week in which the holiday falls and must work his/her full scheduled work day immediately preceding and following the holiday unless proof of excusable absence is established to the satisfaction of the Department Head.

SECTION 10.4 PERSONAL DAYS
A. Except in the case of initial hiring, eligible employees shall be awarded five (5) personal days per year. The Personal Days may be taken any time during the calendar year. Employees must give a minimum of twenty-four (24) hours advance notice for approval of time off to the Department Head or Supervisor, where practicable.
B. During the first calendar year of employment the employee shall be awarded personal days on a pro-rated basis after passing the six-month probationary period. The following schedule shall apply:

<table>
<thead>
<tr>
<th>Probationary Period Ends</th>
<th>Eligible For</th>
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</thead>
<tbody>
<tr>
<td>January – February</td>
<td>5 Days</td>
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<tr>
<td>March– April</td>
<td>4 Days</td>
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<tr>
<td>May – June</td>
<td>3 Days</td>
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<tr>
<td>July - August</td>
<td>2 Days</td>
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<tr>
<td>September – October</td>
<td>1 Day</td>
</tr>
<tr>
<td>November – December</td>
<td>0 Days</td>
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</tbody>
</table>

C. An employee who separates employment with the County will not receive payment for unused Personal Days. Personal Days may not be carried over into the next year.

D. Personal Days may be used in a minimum of one half (1/2) hour increments.

E. Eligible part time employees will receive Personal Days at a proportional rate, based on the number of hours they are regularly scheduled to work.

SECTION 10.5 AUTHORIZED CLOSINGS

On the days when the County Board declares an emergency and allows employees to go home early with pay, or stay at home with pay, bargaining unit employees who are not given the time off shall be granted compensatory time at straight time for all hours actually worked during their shift.

ARTICLE 11

VACATIONS

SECTION 11.1 VACATIONS

Each employee in a position covered by this bargaining agreement shall be eligible for paid vacation time after completion of six months of consecutive service with the County based upon the following schedule of continued service:

<table>
<thead>
<tr>
<th>YEARS OF CONTINUOUS SERVICE</th>
<th>VACATION DAYS PAID ANNUALLY</th>
<th>HOURS PER WORK WEEK</th>
<th>ACCRUED HOURS PER MONTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 through the completion of the fourth (4) year</td>
<td>10 Days</td>
<td>40.0 Hours</td>
<td>6.67 Hours</td>
</tr>
<tr>
<td>Beginning of the fifth (5) year through the completion of the Ninth (9) year</td>
<td>15 Days</td>
<td>40.0 Hours</td>
<td>10.00 Hours</td>
</tr>
<tr>
<td>Beginning of the tenth (10) year through the completion of the Nineteenth (19) year</td>
<td>20 Days</td>
<td>40.0 Hours</td>
<td>13.33 Hours</td>
</tr>
</tbody>
</table>
If the DuPage County Board adopts a policy allowing more than 25 vacation days annually to its non-union employees, then Local 150 DuPage County employees shall receive the additional vacation days under the terms established by the county for the non-union employees, such as required years of service.

Vacation is accrued on a monthly basis but will be calculated and credited in advance for each calendar year on January 1 for all bargaining unit employees. Should an employee’s employment be terminated (voluntarily or involuntarily) prior to December 31 of any given year and the employee has used his or her vacation time in advance of it actually accruing on the monthly basis, the employee will be responsible for reimbursing the County for all time used, but unearned. The reimbursement for all vacation time used but unearned will be deducted from the final pay check(s) that is to be issued to the employee.

SECTION 11.2: VACATION USAGE

(A) Upon separation, vacation paid after the last day worked shall not be used to extend an employee’s length of service.

(B) Vacation time shall not accrue during an unpaid leave of absence.

(C) Employees who have been rehired shall accrue vacation time as of their rehire date, unless the employee is separated for less than thirty (30) days or as a result of layoff. In that case, if the separation is less than thirty (30) days or as a result of a layoff, the accrual shall continue from the original date of hire.

(D) Vacation may be used in increments of four (4) hours or more. Employee’s seeking to take vacation in duration of one (1) week or more shall provide the Employer with a minimum of one (1) week prior notice. Employees seeking to take vacation in duration of less than one (1) week shall provide a minimum of twenty-four (24) hours advance notice. All vacations must be approved by the Manager, such approval not to be unreasonably withheld. Vacation is to be scheduled in such a way that temporary help is not required and overtime payments are not needed.

(E) Employees may carry over up to ten (10) days of vacation from one year to the next, not to exceed ten (10) days, according to their normally scheduled bi-weekly hours. Any unused vacation time above the ten (10) day carryover maximum allowed, will be forfeited at the beginning of the following calendar year.

(F) Once an employee has completed five (5) years of continuous service, they may elect to receive monetary payment for up to five (5) days or 40 hours of their earned vacation accrual at full value, in full day increments. Upon completion of fifteen (15) years of continuous service, an employee may elect to receive monetary payment for up to ten (10) days or 80 hours of their earned vacation accrual at full value, in full day increments.

(G) If an eligible employee elects to sell vacation time, the “pay date” determines the calendar year. For example, if an employee is requesting a payment at the end of the year, (December), the “pay date” is the following calendar year (January). An employee will not receive this payment if the vacation time is unearned.

(H) Vacation pay shall be paid at the rate of the employee’s regular straight-time hourly rate of pay in effect for the employee’s regular job classification on the pay date immediately preceding the employee’s vacation.
SECTION 11.3 ACCUMULATED VACATION AT SEPARATION

(A) For an employee that has completed one (1) year or more of service, upon separation, employees will receive monetary compensation for all earned vacation time which consists of the number of vacation days currently accrued based on the employee’s years of service and a maximum of 10 days of banked vacation time. According to the policy, this amount shall not exceed a maximum of 35 days. Employees will receive any earned vacation payout on their last paycheck.

(B) In the event of the employee’s death, compensation for all unused vacation allowances shall be paid to his/her beneficiary.

(C) All vacation payouts shall be paid at the employee’s regular straight-time hourly rate of pay in effect on the pay date immediately preceding the employee’s separation.

ARTICLE 12
SICK LEAVE

SECTION 12.1 SICK LEAVE

All full-time employees covered by this Bargaining Agreement, who have completed one (1) month of continuous service in the bargaining unit, shall be entitled to sick leave. Sick leave will be calculated at 1/10 of the normally scheduled bi-weekly work hours. All employees covered in the bargaining unit will accrue (8) sick days annually. Sick time credits will accrue at a rate of 5.33 hours monthly.

A doctor’s note may be required of an employee who is out for three (3) or more days, at the discretion of the Department Head. If a Department Head does not consider the evidence submitted as adequate for the use of sick time, additional documentation may be required. If this additional documentation is not supplied, the request for sick time shall be denied and the time shall be coded as without pay. The time without pay may include a preceding or following designated holiday or vacation. Any employee determined by the Department Head or Supervisor to be abusing sick time shall be subject to disciplinary action, up to and including termination.

Sick time hours accrued and banked, may be used during the course of employment for the employee’s own health condition or to care for an immediate family member who requires the employee’s care or other reasons stated within the Policy handbook.

Upon ratification, all sick time hours accrued, unused, and banked will be frozen for purposes of eligibility for monetary compensation. The accrued sick time will continue to be eligible for pay based on years of service at time of separations, as outlined in this Agreement.

Employees who have been rehired shall accrue sick time as of their rehire date, unless the employee is separated for less than thirty (30) days as a result of layoff or employer initiated separation. In that case, if the separation is less than thirty (30) days, the accrual shall continue from the original date of hire.

Sick time earned after ratification of this Agreement, may be accrued up to a maximum of 120 days. This bank will be maintained separately from sick time banked prior to ratification. This bank may be used to obtain service credit to the full extent allowed by the Illinois Municipal Retirement Fund.

Employees hired prior to November 1, 2005:

A. Once an employee accrues thirty (30) days of sick time, they have the option to receive monetary compensation for up to five (5) days of sick time, one time per calendar year, at the payout percentage based on their length of service as indicated in the Payout Table below.

B. Upon separation or layoff, the employee has the option to either: receive monetary compensation
for accrued, unused sick time, based on the Sick Time Payout Table below; or to obtain service credit to the full extent allowed by Illinois law and IMRF policies, if any.

<table>
<thead>
<tr>
<th>Years of Completed Continuous Service</th>
<th>Monetary Compensation Percentage Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 through 7 years</td>
<td>50%</td>
</tr>
<tr>
<td>8 through 10 years</td>
<td>67%</td>
</tr>
<tr>
<td>11 through 15 years</td>
<td>75%</td>
</tr>
<tr>
<td>16 years or greater</td>
<td>100%</td>
</tr>
</tbody>
</table>

For employees hired after November 1, 2005: For an employee who has completed eight (8) years of service, upon separation or layoff, the employee will have the option to either: receive monetary compensation for accrued, unused sick time at 50% of the value no more than one time per calendar year; or to obtain service credit to the full extent allowed by Illinois law and IMRF policies.

Employees may not request or be paid for any sick time that has not yet been earned.

**SECTION 12.2: SICK TIME PROCEDURES**

Sick leave may be granted in minimum one half (1/2) hour blocks for any of the reasons listed below—and sick leave can only be used for an approved absence that falls under the following guidelines:

- Illness or injury of employee or employee's dependent or family,
- Emergency medical or dental care.
- Exposure to contagious disease and possible endangering of others by attendance on duty.
- Preventative care.

Employees shall notify the Supervisor or his designee of his/her intent to use sick time prior to the employee’s start time, in accordance with the Tardy and Tardy Call In Policy. Notice to the Supervisor or his designee should continue at the beginning of each work shift for which the employee is unable to report to work, unless otherwise directed by the Employer.

Sick leave shall not accrue during any unpaid leave of absence.

**ARTICLE 13**

**LEAVES OF ABSENCE**

**SECTION 13.1 DISABILITY LEAVE**

In the event of a temporary disability, an employee may apply for disability payment through the Illinois Municipal Retirement Fund (IMRF).

**SECTION 13.2 PERSONAL LEAVE OF ABSENCE**

An employee with at least twelve (12) months seniority may petition his/her Department Head for a personal leave of absence. Such leave of absence is without pay or fringe benefits, employees may continue their County health insurance by providing the County with a check for the total premium cost on a monthly basis. Failure to send this check to the County may result in loss of health insurance coverage. DuPage County may allow employees to take a Personal Leave of Absence without pay for extraordinary circumstances of personal need when it is determined to be in the best interest of both the County and the requesting employee. A personal leave is not to exceed ninety (90) days. An employee will be required to use any accrued vacation, sick or personal day, and compensatory time during an approved personal leave. If an employee does not have this time available, they will go unpaid during the length of the personal leave.
SECTION 13.3 BEREAVEMENT LEAVE

When death occurs in the immediate family of any bargaining unit employee, said employee shall be granted three (3) days off without loss of pay. Additional time needed by the Employee will be deducted from accumulated compensatory time, vacation time, or personal time.

For purposes of this article, "immediate family" shall include the employee's current spouse, child (natural, step and adopted), mother, father, brother, sister, mother-in-law, father-in-law, grandparent, grandparent-in-law, grandchild, stepparent, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or domestic partner, including a person who is legally acting as a guardian in one of the above capacities.

Additionally, an employee may be granted time off, duration of which shall be determined by the Employer, to attend the funeral of a co-worker. Employees may use accumulated compensatory or vacation time in order to attend the funeral.

SECTION 13.4 FAMILY AND MEDICAL LEAVE

Any employee covered by this agreement shall be considered eligible to participate in Family and Medical Leave according to the Employee Policy and Guidelines and attached hereto as Appendix C.

SECTION 13.5 JURY DUTY LEAVE

Any employee who is subpoenaed as a result of his regular job duties, or otherwise required to serve on a jury (except if the employee is a party to a non-work related litigation) shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present for such service and on which the employee would have otherwise been scheduled to work. The employee shall submit documentation evidencing that he/she appeared and served as a juror and shall remit any witness fee in order to receive pay for such jury service. The employee may retain any money received to cover travel, meal, and/or lodging expenses.

SECTION 13.6 MILITARY LEAVE

The Employer shall comply with all federal and state laws regarding military leave.

ARTICLE 14
HEALTH INSURANCE

All employees covered by this Bargaining Agreement shall continue to be eligible to receive the same health, life, dental and other insurance benefits at the same employee/dependent premium cost(s) as a majority of all other DuPage County employees. In no event will Bargaining Unit employees pay more in premiums or co-pays, or receive less health, life, or dental benefits than a majority of all other DuPage County employees.

ARTICLE 15
EMPLOYEE TRAINING AND EDUCATION

SECTION 15.1 TRAVEL/BUSINESS REIMBURSEMENT

All employees covered by this Agreement shall receive Travel/Business Reimbursement equivalent to the provisions and guidelines attached as Appendix D. Should the Federal or State law(s) change with regard to the travel, business, or mileage reimbursement, which subsequently cause a change in the Employer’s policy, such change will be provided to the Union within five (5) days of the new policy going into effect and shall be incorporated herein upon adoption of the policy by the DuPage County Board and shall supersede any old policies that may already be incorporated or included herein.
Employees who attend offsite training may have the start and end of the work day adjusted. (Example: if an employee’s workday normally is 6:00 AM to 2:30 PM and the training program hours are 9:00 AM to 5:00 PM the employee’s hours of work for that day will change to the training program hours.)

Advance notice of all mandatory training requiring an adjustment to the hours of work shall be provided when practicable.

For onsite training and training requiring an overnight stay, employees who attend training may mutually agree with his/her supervisor to have the start and end of the work day adjusted.

Non-Mandatory training is considered a benefit to the employee and the employees who attend training may mutually agree with his/her supervisor that no overtime compensation will be provided for the purposes of attending such training opportunities unless on a county holiday.

SECTION 15.2 TUITION REIMBURSEMENT

All employees covered by the Bargaining Agreement shall receive Tuition Reimbursement equivalent to the provisions and guidelines Board Personnel Policies and attached hereto as Appendix E. Should the DuPage County Board adopt new or revised policies regarding Tuition Reimbursement, such changes shall be provided to the Union within five (5) days of the new or revised policies going into effect and shall be incorporated herein upon adoption of the policy by the DuPage County Board. These new or revised policies shall supersede any old Tuition Reimbursement policies incorporated herein.

ARTICLE 16

SAFETY

SECTION 16.1 UNSAFE CONDITIONS

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working conditions, equipment or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued.

ARTICLE 17

LABOR-MANAGEMENT MEETINGS

SECTION 17.1 LABOR-MANAGEMENT CONFERENCES

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives when appropriate. Such meetings shall be scheduled within one week of either party submitting an agenda to the other, or at a time mutually agreed upon by the parties, and shall be limited to:

(A) Discussion of the implementation and general administration of this Agreement;
(B) A sharing of general information of interest to the parties;
(C) The identification of possible health and safety concerns.

A Union representative and/or Union Stewards may attend these meetings. The Employer may assign appropriate management personnel to attend.

SECTION 17.2 PURPOSE
It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Employer representative and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

ARTICLE 18
UNIFORMS AND EQUIPMENT

SECTION 18.1 UNIFORMS/BOOTS
The Employer shall provide an eight hundred ($800) dollar uniform and boot payment per year to all Maintenance Equipment and Grounds Group employees. This amount will be applied to the first full payroll period in April.

The Employer shall provide all Vehicle Maintenance Group employees a five hundred ($500) dollar uniform and boot payment per year. This amount will be applied to the first full payroll period in April. In addition to the foregoing, all Vehicle Maintenance Group employees shall be provided a uniform service and laundry service.

SECTION 18.2 PROTECTIVE CLOTHING
The Employer shall provide all necessary items of protective clothing and safety gear.

SECTION 18.3 PRESCRIPTION SAFETY GLASSES
Bargaining unit employees who are subject to assignments or situations necessitating protective eye glasses shall be reimbursed for purchasing prescription safety glasses from an Employer approved vendor as follows:

(A) Reimbursement may be made once every two years;
(B) The Employer shall reimburse up to one hundred dollars ($100.00) of the cost for one (1) pair of prescription safety glasses.

The Employer further agrees to replace glasses should an employee’s original pair become damaged/broken on the job.

ARTICLE 19
PERSONNEL RECORDS

SECTION 19.1 PERSONNEL RECORDS
The personnel record is available during regular business hours for an employee and/or his/her designee to review. An employee must make a request to review his or her personnel record in writing and may review their personnel records a maximum of two (2) times per year.

SECTION 19.2 RIGHT OF INSPECTION
An employee will be granted the right to inspect his/her personnel during working time no more than two times per year by written request. An employee may obtain a copy of his/her record upon request to the Director of Human Resources. Copies shall be provided, at no charge to the employee, within two (2) business days.

SECTION 19.3 DISCIPLINARY RECORDS
No disciplinary records will be removed from an employee’s personnel file. However, the employer agrees that it will not rely on discipline for purposes of progressive discipline if the employee has not engaged in the same conduct for a period of eighteen (18) months, unless the conduct is of a nature to expose the County to liability to third parties like harassment or violence.

**ARTICLE 20**
**NO STRIKE/NO LOCKOUT**

**SECTION 20.1 NO STRIKE**
During the stated term of this Agreement, the Union shall not call a strike.

**SECTION 20.2 NO LOCKOUT**
During the stated term of this Agreement, the Employer shall not lock out any bargaining unit employee.

**ARTICLE 21**
**NON-DISCRIMINATION**

**SECTION 21.1 PROHIBITING AGAINST DISCRIMINATION**
Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, sexual orientation, marital or parental status, age, national origin, political affiliation and/or beliefs, or other non-merit factors. Rights of employees pursuant to this Article are not exclusive and shall be inclusive of any and all other remedies available to them by law.

**SECTION 21.2 UNION ACTIVITY**
The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union.

**ARTICLE 22**
**WAGES**

**SECTION 22.1: WAGE RATES**
Wages shall be paid in accordance with Appendix F, attached hereto.

**SECTION 22.2: EMPLOYEE RETENTION**
All employees covered by this bargaining agreement shall receive retention payouts as provided for in Appendix I.

**ARTICLE 23**
**DRUG AND ALCOHOL POLICY**

**SECTION 23.1 POLICY**
All bargaining unit employees shall follow the County policy on Drug-Free Workplace Employees who are classified within a safety position, as defined by the Omnibus Transportation Employee Testing Act, should also follow the County policy on Drug and Alcohol Testing, attached
SECTION 23.2 FITNESS FOR DUTY

All bargaining unit employees shall follow the County policy on Fitness for Duty attached as Appendix H.

ARTICLE 24
FILLING OF VACANCIES

SECTION 24.1 POSTING

Whenever the Employer determines there is a vacancy in an existing job classification or that a new position within the bargaining unit job has been created, a notice of such vacancy shall be posted on all bulletin boards for five (5) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

SECTION 24.2 FILLING OF VACANCIES

The Employer shall determine if there is a vacancy to be filled and at any time before the vacancy is filled, whether or not the vacancy should be filled. When vacancies occur in the bargaining unit, the Employer will give first consideration to the employees in the bargaining unit, unless the non-bargaining unit applicant demonstrates greater skill and ability to fulfill the needs determine by the Employer.

ARTICLE 25
SAVINGS CLAUSE

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

ARTICLE 26
TERMINATION

This Agreement shall be effective as of the first day of December 1, 2017 and shall remain in full force and effect until November 30, 2022, whereupon, it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.
IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of November 2018, at the DuPage County Division of Transportation.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150,

________________________________________
James M. Sweeney
President/Business Manager
International Union of Operating Engineers, Local 150

________________________________________
Deanna M. Distasio
Attorney
International Union of Operating Engineers, Local 150

________________________________________
Daniel J. Cronin
Chairman
DuPage County Board
Appendix A

DuPage County Highway Maintenance Call-In/Tardiness Policy

Policy
It is the policy of the DuPage County Maintenance Area of the Division of Transportation to allow for a graduated point disciplinary process that promotes consistent application of Call-In/Tardiness guidelines to all Highway Maintenance employees.

Guidelines
1. All new employees will begin with a bank of (five) 5 points. Employees will gain or lose points as noted in these guidelines. Existing employees current point status will not change.

2. Call-In/Tardiness: Defined as clocking into work or calling into work after the scheduled start time of 6:00 a.m. (or designated start time).
   - For each incident where an employee clocks into work after 6:00 a.m. (or designated start time) or fails to call into work before 6:00 a.m., (or thirty (30) minutes prior to the designated start time) to notify his supervisor that he will be taking a sick day off, the employee will lose points based on the following schedule:
     - 6:01 a.m. - 6:10 a.m. One (1) point
     - 6:11 a.m. - 6:30 a.m. Two (2) points
     - After 6:30 a.m. three (3) points and sent home without pay as unapproved absence.
   - It is the employee’s responsibility to make sure his clock in/out has registered on the time clock. An employee will lose points based on the following schedule:
     - Failure to punch in Three (3) points
     - Failure to punch out Two (2) points

3. Employees receive one (1) point by maintaining thirty (30) calendar days without an incident of Call-In or Tardiness; a maximum of twelve (12) points can be earned.

4. Employees who lose all their points will be placed on suspension without pay for a period of ten (10) working days. On return from suspension, the employee will begin with a bank of three (3) points.

5. Any employee who subsequently loses all their points (a second occasion) within thirty-six (36) months of the first suspension will be terminated.

Procedures
- Highway Maintenance employees must notify the Highway Maintenance office at (630) 407-6920 between the hours of 5:30 a.m. – 6:00 a.m. (or 30 minutes prior to the scheduled start time) when any circumstance prevents the employee from coming to work. A message left on the answering machine will not be accepted.
  - An employee shall continue to notify the Highway Maintenance office prior to the start of
each work shift for each day the employee is absent from work.

Exceptions
- Any unusual circumstances will be handled on a case-by-case basis with the approval of the Director of Transportation or Manager of Highway Operations.
- An employee on leave will not be eligible to add or lose points until employee returns to work. Upon returning to work, the employee will resume the point status and schedule they had prior to the leave.
Appendix B
Classifications For Layoff Purposes within the Local 150 Division of Transportation Unit

**Maintenance Equipment Group**
1. Heavy Equipment Crew Leader
2. Equipment Operator II
3. Equipment Operator
4. Laborer/Maintenance

**Vehicle Maintenance Group**
1. Vehicle Maintenance Group Leader
2. Heavy Equipment Mechanic
3. Auto Mechanic

**Grounds Group**
1. Grounds Crew Leader
2. Sr. Grounds Maintenance Worker
3. Grounds Maintenance Worker
4. Laborer-Grounds
Appendix C

Family Medical Leave

POLICY

It is the policy of DuPage County to comply with all Federal and State laws in granting Family Leave. This policy is meant to comply with the Family Medical Leave Act and is not intended to grant leave in addition to what the Act requires.

ELIGIBILITY

- All full-time and part-time employees who have worked at least 1,250 hours during the twelve (12) months preceding the leave and who have completed twelve (12) months of service are eligible to take Family Medical Leave.

GUIDELINES

A. An eligible employee will be entitled to a total of twelve (12) work weeks of unpaid leave during a designated twelve (12) month period for one or more of the following:

1. The birth and care of the newborn child of the employee. (Leave to care for a newborn child or for a newly placed child must conclude within twelve (12) months after the birth or placement).

2. The placement of a child with the employee for adoption or foster care. (Leave to care for a newborn child or for a newly placed child must conclude within twelve (12) months after the birth or placement).

3. To care for an immediate family member (spouse, child, or parent), of the employee with a serious health condition.

4. When the employee is unable to work because of a serious health condition.

5. Qualified Exigency Leave related to a spouse, child, or parent called to active duty in the National Guard or Reserves.

B. An eligible employee will be entitled to a total of twenty-six (26) work weeks of unpaid leave during a designated twelve (12) month period to care for an injured or ill military service member who is the employee’s spouse, son or daughter, parent or “next of kin.” The leave is applied on a per-service member, per-injury basis.
C. DuPage County uses a rolling twelve (12) month calendar to calculate an employee’s Family Medical Leave, measured backward from the date leave is taken. Each time an employee requests Family Medical Leave, DuPage County will compute the amount of available time based upon the date of the employee’s previous leave, if applicable.

D. In most circumstances, an employee may be required to use any accrued vacation, personal days, and sick time during any unpaid portion of Family Medical Leave granted, providing this does not interfere with Workers’ Compensation benefits or eligibility for IMRF disability benefits. FMLA leave will run concurrently with any other applicable leave. For instance, IMRF disability or Workers’ Compensation leave will be simultaneously designated as FMLA leave as well, if the leave is also FMLA qualifying.

E. The County will provide basic life, medical and dental insurance coverage to an employee who is on Family Medical Leave at the current employee rate. If an employee is off work after exhausting their twelve (12) weeks of Family Medical Leave, the employee will be responsible for the entire premium, from that point forward. If an employee fails to pay their share of the premium, coverage may be canceled.

F. Under certain circumstances, an employee may take Family Medical Leave intermittently, which means taking leave in blocks of time, or by reducing the employee’s normal weekly or daily work schedule.

G. If Family Medical Leave is for birth and infant care, or placement for adoption or foster care, use of intermittent leave is subject to the employer’s approval. The County’s approval is not required for intermittent leave during which the mother has a serious health condition in connection with the birth of her child or if the newborn child has a serious health condition.

H. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment during non-working business hours so as not to unduly disrupt the operation of the department.

I. Spouses employed by the County may be limited to a combined total of twelve (12) weeks of Family Medical Leave for birth and care of a newborn child, for placement of a child for adoption or foster care, or to care for a parent who has a serious health condition. In the situation where the spouses have both used a portion of the total twelve (12) weeks of Family Medical Leave, for birth and care of a newborn child or for placement of a child for adoption or foster care, each would be entitled to the difference between the amount they have taken individually for other purposes.
J. An expectant mother is entitled to FMLA leave for incapacity due to pregnancy, for prenatal care, or for her own serious health condition following the birth of the child. Circumstances may require that FMLA leave begin before the actual date of birth of a child. An expectant mother may take FMLA leave before the birth of the child for prenatal care or if her condition makes her unable to work. The mother is entitled to leave for incapacity due to pregnancy even though she does not receive treatment from a health care provider during the absence, and even if the absence does not last for more than three (3) consecutive calendar days.

K. An employee is entitled to FMLA leave if needed to care for their pregnant spouse who is incapacitated or if needed to care for her during her prenatal care, or if needed to care for the spouse following the birth of a child if the spouse has a serious health condition.

L. Spouses employed by the County are entitled to FMLA leave if needed to care for a child, adopted child or foster child with a serious health condition if the requirements of the applicable FMLA regulations are met and provided they have not exhausted their entitlements during the applicable twelve (12) month FMLA leave period.

M. An employee who expects to be absent from work due to personal illness or injury for more than thirty (30) days may be eligible for IMRF disability benefits. (Personnel Policy 3C: Illinois Municipal Retirement Fund/IMRF)

N. An employee with twelve (12) or more months of service who is eligible for Family Medical Leave and is absent on Family Medical Leave for twelve (12) work weeks or less will have the right to return to the same, or equivalent, position. However, an employee has no greater right to reinstatement or other benefits and conditions of employment than if they had not taken leave. If the employee does not return to work on the first business day after the approved FMLA leave ends, the employee will forfeit their right to be reinstated under the FMLA.

O. Certain "key" employees (highly compensated salaried employees) may not be returned to their former or equivalent positions following a leave if reinstatement to employment will cause substantial economic injury to the County. The County will notify those who qualify as "key" employees and those who will be denied reinstatement, and it will also notify these employees of their rights.

P. Before returning to work, the employee must provide a written medical release from their physician before returning to work with a specific return date noting any restrictions. If restrictions are noted, the Department Head and Director of Human Resources will determine whether and how the restrictions may be
accommodated. If such certification is not received, their return to work will be delayed.

Q. Accrual of vacation and sick time will cease during any family medical leave of absence over thirty (30) days. In addition, employees will not be eligible to receive jury duty/court services pay or blood donation leave pay at any time during FMLA leave, and will not be eligible to receive holiday pay or bereavement pay following thirty (30) days of an FMLA leave. Unpaid leave is defined as time off during which the employee is not receiving any compensation for previously accrued benefit sick time (sick, vacation, personal days, or compensatory time).

PROCEDURES

1. An employee must contact human Resources to request Family Medical Leave, at least thirty (30) days in advance, where practical or where leave is foreseeable, stating both the purpose and the beginning and ending dates of the leave. If the need for leave is not foreseeable, or the employee does not receive thirty (30) days advance notice themselves, notice is required as soon as practicable, generally within one (1) to two (2) days of learning of the need for leave.

2. Requests for Family Medical Leave must be approved by the Director of Human Resources, or designee.

3. The County will require that the employee obtain a Certification of Healthcare Provider form and have it completed by a certified health care provider. The employee is responsible for providing updated medical re-certifications as requested by the County during the Leave.

4. The Human Resources Department may contact the healthcare provider directly to authenticate a certification or obtain clarification.

5. An employee will be required to provide their supervisor with a treatment schedule or a one (1) to two (2) day notice of anticipated absences.

6. If an employee fails to provide a one (1) to two (2) day notice or a call on the same day of an absence, it will not be counted as FMLA time. Instead, it will be treated as a regular absence and will be subject to the department's attendance policy unless it was an emergency; then the employee must have a doctor/facility note to verify the emergency.

7. The County, at its expense, may require an examination by a second health care provider designated by the County. If the second medical opinion differs from the
employee’s original certification form, the County, at its expense, may require that a third, mutually agreeable health care provider provide a final and binding opinion.

8. The Human Resources Department will notify the employee of the status of their request for Family Medical Leave by sending the employee a Notice of Eligibility and Rights & Responsibilities form and Designation Notice form.

9. Employees may be required to provide periodic updates of their status and intent to return to work while on Family Medical Leave.

10. If an employee was on Family Medical Leave due to their own serious health condition, the employee must provide medical documentation from their treating health care provider indicating they are able to perform the essential functions of their position before returning to work. The medical documentation must include a list of restrictions that would impact their ability to perform the essential job functions of the position.

11. If circumstances of a leave change, enabling the employee to return to work earlier than the date specified, the employee should notify their supervisor at least two (2) working days prior to returning.

12. If a reduced work schedule or intermittent leave for planned medical treatment is approved, the employee may be temporarily transferred to an available alternate position for which the employee is qualified. All salary and benefits status will remain the same.

13. If an employee fails to return from leave for reasons other than the continuation, recurrence or onset of a serious health condition or other circumstances beyond the control of the employee, the County may recover the premium that was paid for maintaining group health plan coverage.

14. If an employee fails to return from leave, the employee’s supervisor should notify the Human Resources Department immediately.

15. Consistent with the County’s policy regarding all types of leave, the following conduct is strictly prohibited in relation to FMLA leave:
   a. Engaging in fraud, misrepresentation or providing false information to the County or any health care provider.
   b. Having other employment during the leave, without prior written approval from the County.
   c. Failure to comply with the employee’s obligations under this policy.
   d. Failure to timely return from the leave.
16. Employees who engage in such conduct will be subject to loss of benefits, denial or termination of leave, and discipline, up to and including discharge.

EXCEPTIONS

- An employee who is not eligible for Family Medical Leave may request a Personal Leave, See Section 13.2 of this contract for eligibility.
Appendix D

TRAVEL/BUSINESS REIMBURSEMENT REGULATIONS

1.0 - PURPOSE

A. To provide standardized, uniform and comprehensive instructions for the reporting and documentation of travel/business expenses.

B. To regulate the types of official business for which travel, meal, and lodging expenses are allowed.

C. To provide definitions for reimbursement of legitimate and necessary travel/business expenses in general conformance with Internal Revenue Service requirements.

D. To establish the maximum allowable reimbursement for travel, meal, and lodging expenses.

E. To provide written guidelines for all DuPage County officials and employees who incur, authorize and/or approve travel/business expenses.

F. To provide procedures for best practices to be followed for travel and the equitable and timely processing of travel/business expense reimbursements.

1.1 - APPLICABILITY

These rules apply to the expenditure of public funds by County officials and employees for travel/business expenses incurred within or outside the County of DuPage. These regulations shall be incorporated into the County Board Rules. Applicability includes Countywide elected officials, County Board members, officials appointed by the Eighteenth Judicial Circuit, judges and employees of DuPage County and the Eighteenth Judicial Circuit.

1.2 - AUTHORITY/AUTHORIZATION

The DuPage COUNTY TRAVEL/BUSINESS REIMBURSEMENT REGULATIONS and DuPage COUNTY TRAVEL/BUSINESS REIMBURSEMENT SCHEDULE are promulgated in accordance with statutory authority of the DuPage County Board.

A. The DuPage County Board is authorized to promulgate these regulations pertaining to allowable travel/business reimbursement by the laws of the State of Illinois, including the Local Government Travel Expense Control Act and through its passage of an annual appropriation ordinance.
B. Through its annual appropriation, the County Board authorizes all in-state and out-of-state travel by County Elected Officials and their staff, excluding the Chairman and members of the County Board and their staff, subject to such appropriation and the guidelines for expense reimbursement set forth in this Policy.

C. All overnight travel for County Board members, department heads and staff must be pre-approved by the parent committee deemed most relevant in relation to the reason for travel and the County Board. Local travel and non-overnight, out-of-state travel (meetings, client visits, seminars/training, etc.) does not need parent committee approval. The County Board Chairman, County Administrator and Deputy County Administrator are exempt from these requirements.

1. Elected Officials and their staff (excluding elected County Board members), the County Board Chairman, County Administrator and Deputy County Administrator may exceed the maximum allowable reimbursement up to 300% of lodging expenses (as allowed by Federal Travel Regulations) when required to travel under emergency or other extraordinary circumstances, without prior approval of the County Board.

2. Department heads and staff who exceed the pre-approved reimbursement due to emergency or other extraordinary circumstances will be required to obtain approval from the appropriate parent committee chairperson prior to being reimbursed.

D. Under circumstances where it is not possible to obtain prior Parent Committee or County Board approval for travel, approval may be obtained by either the Parent Committee Chairperson or the County Board Chairman. Request for travel, with appropriate Chair’s signature should be sent to parent committee, and if applicable, County Board, as soon as possible thereafter. Inconvenience or mistake is not a valid basis for seeking travel approval after the fact. In the case where travel approval is sought after travel has occurred, the traveling individual shall pay all related travel costs and seek reimbursement upon return. Said request must include detailed information to support the fact that pre-approval of the travel request by the Parent Committee and County Board was not possible.

E. All proposed overnight and/or out-of-state travel should be submitted to the appropriate parent committee and the County Board, if applicable, on an OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST form. This form is available on Inside DuPage under Finance/Forms & Instructions.

(See attached sample form)

F. Each individual who plans on traveling shall provide the appropriate parent committee with an OVERNIGHT/OUT-OF-STATE Request Form.
G. Committee agendas shall include the position of person(s) traveling, dates, estimated cost, a summary of the reason for travel, the relevancy and necessity to the department and County Government listed on the OVERNIGHT/OUT-OF-STATE REQUEST form.

H. County Board Approval of Expenses When Required by the Local Government Travel Expense Control Act. The County Board shall by roll call vote and at an open meeting approve the travel expenses of (1) any officer or employee that exceed the maximum allowable under this policy, including any exceptions authorized herein, and (2) the chairman or any member of the county board. 50 ILCS 150/15.

I. Documentation of Expenses. Whenever Paragraph H of this Section 1.2 requires the county board to approve travel expenses of any officer, employee or of the chairman or member of the county board, such person shall submit in writing the following minimum documentation to the county board:

1. An estimate of the cost of travel, meals, or lodging if expenses have not been incurred or a receipt of the cost of the travel, meals, or lodging if the expenses have already been incurred;

2. The name of the individual who received or is requesting the travel, meal, or lodging expense;

3. The job title or office of the individual who received or is requesting the travel, meal, or lodging expense; and

4. The date or dates and nature of the official business in which the travel, meal, or lodging expense was or will be expended.

All documents and information submitted under this Paragraph I are public records subject to disclosure under the Freedom of Information Act. 50 ILCS 150/20

1.3 - DEFINITIONS

A. Travel Status

There are two types of travel and associated expenses.

1. An applicable individual as defined in section 1.1 who travels and does not have an overnight stay. Eligible reimbursement will include registrations, local mileage and tolls. Meals will be eligible for reimbursement only if they are a portion of a formal business meeting registration or conform with regulations under section 5.0 or under section 6.0.
2. An applicable individual as defined in section 1.1 that travels and has an overnight stay. Eligible reimbursements include defined expenses for registration, transportation, lodging, meals, reference materials and service tips.

B. Travel

Business Travel is defined herein. Expense reimbursements for authorized travel include, but are not limited to, registration fees, transportation, lodging and living expenses.

1. Travel to business meetings, case conferences, etc. or association of which the County is a member, as a direct assignment or in the direct interest or benefit to DuPage County, at which the attendance of a County representative or representatives is considered necessary for the development, execution, or maintenance of a course of action by the County or a County agency.

2. Travel for training, where such training is required for job performance, e.g. basic police training, property appraiser courses, programming courses, continuing education courses, etc.

3. Travel required by County officials and/or employees to appear before the Congress, the Legislature, governmental bodies, their committees or sub-committees, or any other official body or organization. Includes attendance at professional conventions where pending or contemplated legislation is to be reviewed or discussed which, if enacted, would affect the interest of DuPage County.

4. Travel required for the planning and completion of newly approved or ongoing capital construction project, e.g. site visits, architect meetings, etc.

5. Travel required to maintain or obtain financing for ongoing or newly approved programs, e.g. bond sales, federal or state grants, etc.

6. Expenses associated with professional/educational travel are authorized in relation to budget approval, as well as County Official or Department Head's judgment as to the necessity of the training and its relevance to the essential function to County government and benefits to the County and/or the long term value of an employee attending these particular organized presentations.

Whenever possible, employees or officials should take advantage of web-based training in lieu of travel.

When applicable, only one employee or official should travel to attend the event or training, upon their return, he/she can train or share information with other staff.
a. Travel to a meeting of a professional organization or a major division thereof, which is open to attendance by all members and other interested parties and at which subjects of general interest to the entire group or a major division thereof are reviewed.

b. Travel to attend an institute, seminar, symposium, or lecture series where a specific course or instruction is provided, or opinions are gathered on a single subject or group of closely related subjects. Included are those meetings of user groups for certain systems utilized by the County.

7. Commuting to and from the employee’s normal place of business does not constitute travel.

C. Travel Expense Report (TER)/Local Mileage and Expense Report (LMER)

There are separate expense report forms to be utilized for overnight travel reimbursement (TER) and local, not overnight travel reimbursement (LMER). Directions and forms are available on Inside DuPage under Finance/Forms and Instructions.

1.4 - POLICY

A. General

1. Employees are required to utilize all reasonable forms of technology, including but not limited to Internet, teleconferencing and webinars, to lessen travel expenses incurred.

2. It is the policy to reimburse allowable, authorized expenses incurred in the performance of County duties, within the budgetary constraints established by the County Board.

3. The County Board has set the mileage reimbursement rate to the approved IRS rate. The County Board will periodically review and revise mileage and per diem rates to conform to the rules of the Internal Revenue Service and economic conditions. Specific rates of reimbursement are reflected on the DUPAGE COUNTY TRAVEL/BUSINESS REIMBURSEMENT SCHEDULE.

4. County officials and employees are expected to exercise good judgment and proper regard for public funds when incurring travel/business expenses and when representing the County, by only authorizing the minimum number of staff
necessary when travel is required. Personal items and other non-business/non-
professional related expenses will not be reimbursable. Personnel policies apply
when conducting County business, regardless of location.

5. The County Board should periodically review the TRAVEL/BUSINESS
REIMBURSEMENT REGULATIONS for reasonableness, compliance, and
consistency with other policies adopted by the County.

6. Any deposit, pre-registration fees or other pre-trip costs that are lost or forfeited
due to an alteration in the official's or employee's plans other than those caused by
emergencies of work or family, shall be reimbursed to the County.

B. Documentation/Reimbursement Timing

1. Receipts

   a. Lodging/Transportation

      Originals (or copies if original is unavailable) of lodging/transportation
receipts must be submitted as documentation in order for expenses to be
reimbursable. In all cases, the detailed lodging bill and actual
transportation ticket are required. Charge card receipts or charge card
summaries are not acceptable for these reimbursements.

   b. Food, Ground transportation, etc.

      Individual charge card receipts are acceptable for food, cabs or limousines.
No alcoholic beverages will be reimbursed. Cash tips are to be identified
on the specific reimbursement line on the Travel Expense Report (TER).
For more information regarding cash tips, please refer to Section 6.2.

   c. All receipts must show method of payment and that the services were
paid for in full. For non-cash payments, receipt must show the name of the
payee.

2. In order to receive reimbursement for allowable travel expenses, an appropriate
completed TER or LMER with appropriate receipt documentation must be
submitted. All travel reimbursement requests should be submitted within sixty
(60) days of the initiation of travel. Any travel reimbursement submitted after the
sixty (60) days must include an explanation of the delay. Only delays caused by
reasonable circumstances will be approved for payment. Excessive workload
does not constitute a reasonable circumstance. **Reimbursable expenses that
have been incurred in the last quarter of the fiscal year must be submitted
for reimbursement prior to December 31st.**
3. Failure to comply with the 1.4 B.2. timing requirement may result in a disallowance of reimbursement.

4. It is the policy of the County of DuPage that persons receiving reimbursement for all expenses from the County shall not receive reimbursement for the same expense from any other public or private source. Employees who sign claims for reimbursement of expenses or who request payment of charges that have been incurred on a credit card or by any other means shall certify that the County of DuPage is the only entity that will receive a claim for those specific expenses.

C. Conflict of Interest

1. No County official or employee shall accept free or subsidized transportation or lodging from employees, directors or owners of companies currently or previously doing business with the County over the past five (5) years, except:

   a. Travel to be completed by a County official and/or an employee pursuant to a contract with a vendor, shall be specifically identified in the terms of the agreement.

   b. Any County official or employee traveling at the expense of an existing vendor who either (a) bills related costs back to the County under a reimbursable expense clause or (b) assumes such cost, shall fully disclose the travel destination and business being conducted.

D. Reduced Fare Travel Promotions

In order to minimize the County's total cost per trip, County officials and employees are encouraged to maximize the use of reduced-fare promotions. While travelers are not normally permitted to leave early or stay longer than designated business requires at County expense, they are encouraged to take advantage of reduced fares whenever possible. This may mean leaving in advance, or possibly staying longer. The total cost savings should take into account lost productivity if normal working time is missed. This lengthened stay may be permissible when it can be documented that the net effect is a lower total cost for a trip. This cost saving statement shall be entered on the OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST form.

E. Entertainment Expenses

The County shall not reimburse any elected official, officer, or employee for any entertainment expense. "Entertainment" includes, but is not limited to, shows, amusements, theaters, circuses, sporting events, or any other place of public or
private entertainment or amusement, unless ancillary to the purpose of the program or event. 50 ILCS 150/25.

REGISTRATION FEES

2.0 - PROFESSIONAL/EDUCATIONAL ACTIVITIES

Actual registration fee reimbursement is allowed for authorized attendance of professional/educational activities. Advance registration should be used where the amount of the registration fee increases as the date of the event approaches.

A. Prepaid Fees

If registration fees were prepaid, include indication of the prepayment on the appropriate travel expense report.

TRANSPORTATION EXPENSES

3.0 - MODE OF TRANSPORTATION

Usual local and long distance modes of transportation to destinations authorized for travel in the course of County business includes automobiles, airlines, railroads, buses, taxicabs, limos and ride-shares. Items identified under Policy may affect decisions related to mode of transportation. In all cases, travel should be by the most economical mode of transportation available, considering travel time and work requirements.

A. County vehicles should not be used for out-of-state trips where the final destination is more than 100 miles outside of the Illinois border, unless it is shown to be the cheaper transportation alternative.

3.1 – ROUTING OF TRAVEL

Travel shall be by the most direct route. Travel by other routes is allowed when required by the individual’s official duties, safety considerations and unusual circumstances. Higher cost travel interruptions for individual convenience are not reimbursable. Explanations of unusual circumstances shall be reflected in the comment section of the Travel Expense Report (TER).

3.2 - COMMERCIAL TRANSPORTATION

Individuals will be reimbursed for actual and necessary costs of transportation by airline, railroad or other common carrier following these guidelines:
A. Commercial Common Carriers

Use of common carriers such as airlines, trains and buses will be reimbursed at actual cost of the most common rate. One checked bag will be reimbursable. No upgrades will be allowed, except in the case of an ADA accommodation, which will require a written explanation. In all cases, a traveler shall attempt to secure the lowest fare available given scheduling requirements.

B. Taxicab/Ride Sharing (Lyft, Uber, etc.) Fares

Taxicab or ride sharing fares are reimbursable. Receipts for fares are required. If free van, bus or shuttle service is available and convenient, they are recommended for use in lieu of taxicabs or limos.

C. Limousine Service

Use of limousine service is reimbursable when there is an economic cost benefit compared to the use of alternative transportation including parking costs. Limousine services will not be reimbursed where it can be demonstrated that use of other transportation can be more cost effective.

D. Vehicle Rentals

1. A rental vehicle is not to be used as a personal convenience. Rental vehicle reimbursement is limited to:

   a. A situation that occurs where the traveler's final geographic destination is remote to the transportation terminal and there is no other cost effective conveyance from the common carrier terminal.

   b. A situation where there are three or more county travelers and it is cost effective to rent a vehicle in lieu of the total actual round trip cost of the taxi, limo, etc., for each traveler.

   c. A situation where timely flight connections can only be made by utilizing a short term car rental.

2. Vehicle Rentals must be identified on the Overnight/Out-of-State Travel Request form and be approved by the appropriate parent committee. Failure to receive pre-approval may result in non-reimbursement.
3.3 - PRIVATE CONVEYANCE

The use of a privately owned means of transportation for County business is permitted when such use is necessary or desirable due to a lack of other convenient means of transportation, or is otherwise advantageous to the County.

A. Personal Automobiles

1. Use of personal automobiles for travel will be reimbursed using the Internal Revenue Service prevailing mileage rate for the private auto trip.

   a. Local mileage is limited to mileage in excess of normal commuting mileage. The official or employee may be required upon request to document the mileage by providing a printout from a reliable map source (i.e., MapQuest, Google Earth, Yahoo Maps, etc.)

   b. County Board members shall not be eligible for reimbursement for private automobile travel on County business for trips terminating within the County.

2. When two or more employees travel in one vehicle, reimbursement will be made to only one employee. The names of all travelers shall be indicated on the Travel Expense Report (TER).

3. Reimbursement for long distance trip auto mileage shall be the lower of coach air fare or actual miles times the prevailing rate per mile.

3.4 - INCIDENTAL AUTO EXPENSES

Certain costs associated with the use of vehicles are reimbursable.

A. Gasoline required for the continued use of a County vehicle where the County's Service Station cannot be used is reimbursable with appropriate documentation.

B. The cost of automobile parking fees, bridge, road and tunnel tolls shall be allowed. The fee for parking a vehicle at a common carrier terminal, or other parking area, while the traveler is away shall be allowed only to the extent that the fees, plus the allowable mileage reimbursement to and from the terminal area, does not exceed the estimated cost for use of a limousine or taxicab to and from the terminal. Receipts or a printout of an I-PASS account showing time and date are acceptable for reimbursement of tolls paid.

C. The possession or consumption of alcoholic beverages while operating a County owned vehicle is prohibited.
3.5 - PRIVATE AIR CARRIERS

A. Rental with a private air carrier shall only be allowed when three or more County officials and/or employees are traveling together on County business. Rental must be pre-approved by the appropriate Parent Committee with documentation provided as to why alternate means of travel are more costly or less appropriate.

B. Individual travelers may be reimbursed for using a private charter airplane if commensurate with commercial rates and the overall trip time is significantly reduced, and must be pre-approved by parent committee.

LODGING

4.0 - LODGING ALLOWANCE

It is the responsibility of each individual to request the lowest lodging rate available at the time of making the reservation. Special seminar, conference or government rates shall be sought.

A. Lodging reimbursement shall be at actual cost consistent with facilities available and proximity to the location of a conference, seminar or business meeting. Where multiple occupancy involving a spouse and/or other family members has occurred, the County official or employee may only claim the actual and necessary cost of his or her single occupancy at a single rate. If no single rate exists, the lowest double rate shall be reimbursed.

B. Lodging provided by a friend, relative or non-invoicing organization is not reimbursable.

C. The number of nights for which an employee may obtain reimbursement will be limited to the number necessary to conduct County business. For those conferences or meetings that begin in the morning, arrival the night before the conference is reimbursable. For conferences which end after 5:00 p.m., lodging expenses for that night will also be reimbursed. Employees are encouraged to return home on the final day of the conference whenever possible.

D. Longer stays where lodging is reimbursable are permitted if they result in a significant savings in transportation costs (see 1.4.D). The employee requesting the reimbursement must document the net savings if longer stays are requested, including the lodging expense and meals. Lost work time should also be taken into account when calculating the cost savings.
E. It is not considered prudent to use public funds for overnight lodging within a 75 mile radius of the County complex; therefore it is not normally reimbursed. Exceptions to this policy may include:

1. If documented business meetings extend past 8:00 p.m., and then resume again at 8:00 a.m. the next morning. Business meetings, in this instance, do not include dinners, receptions or social functions sponsored for attendees during the evening hours. Employees may attend these functions, at their own expense, and if they choose to remain away from home overnight, lodging will not be reimbursable.

2. If weather conditions make a return trip unsafe, then an overnight stay may be reimbursable.

Prior parent committee approval should be gained for any planned overnight stay within the 75 mile radius when appropriate. Failure to gain prior approval may result in non-reimbursement.

F. Personal items such as movie rentals, clothes cleaning, etc., are not reimbursable.

**LIVING EXPENSES**

5.0 – MEAL ALLOWANCE (PER DIEMS)

A. An official or employee that is traveling shall only be reimbursed for meals under the following circumstances:

1. When a meal is not included in the registration fee for business or professional/educational travel. Any meal that is included in a registration fee cannot also be included in the official’s/employee’s request for per diem reimbursement.

2. For Local Business Meetings as defined in section 6.0.

3. For non-overnight or overnight travel that meets the time criteria in the TRAVEL/REIMBURSEMENT SCHEDULE.

B. The County’s per diem rate for overnight travel shall follow CONUS (Continental United States) rates set forth by the GSA (General Services Administration). These are the allowable rates utilized by the Internal Revenue Service. All elected officials, department heads and employees will receive the standard CONUS rate as a per diem, unless they provide a copy of the location specific CONUS schedule along with their request for reimbursement. For all overnight travel, the per diems for the first and last dates of travel will be assessed at 75% of the per diem rate. CONUS rates are updated each October 1st and are available at http://www.gsa.gov
SPECIAL EXPENSE REIMBURSEMENT

6.0 LOCAL BUSINESS MEETINGS

The cost of County business related to special expenses incurred while hosting a meeting shall be reimbursable, if reasonable, well documented and budgeted.

A. All special expenses shall be itemized and fully documented to include the actual County business transacted and the individuals and their affiliation. The actual cost of meals for other persons incurred in connection with official County business shall be allowed.

B. To be eligible for meal reimbursement of a guest, county business must have been discussed during the meal or immediately preceding or following the meal.

C. Two or more County Employees dining together and discussing business will not constitute a reimbursable business meal. (Except as noted in 6.0.D & G below.)

D. When business matters are discussed involving the County Board Chairman, meal reimbursement is allowable when documented with valid receipts and names of meeting participants.

E. Original itemized receipts are required to document reimbursements.

F. In all cases, reimbursement for alcoholic beverages is non-allowable.

G. The cost of food and/or beverages provided at administrative or educational business meetings involving judges, or a judge’s designee, is reimbursable. The meeting must have been convened with the prior approval of the Chief Judge and valid receipts and a list of the names of meeting participants must accompany each reimbursement request.

6.1 - BOOKS & RELATED MATERIALS

Books and related materials such as conference tapes are reimbursable costs.

A. Reimbursement should be made from the appropriate commodity line item in the Department budget, not from Mileage and Travel. The items purchased must become the property of DuPage County and be made available for future reference availability before reimbursement can be made.

6.2 - SERVICE TIPS
Tips for services provided during travel not associated with meals (or requested elsewhere) shall be included for reimbursement on the Travel Expense Report (TER). An official or employee may request reimbursement up to 20% for documented tips and up to $5.00 for undocumented tips.
Effective Date 3/14/2017

DuPage COUNTY, ILLINOIS

TRAVEL/BUSINESS REIMBURSEMENT SCHEDULE

<table>
<thead>
<tr>
<th>EXPENSE TYPE</th>
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<td>A. Private Auto Mileage</td>
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<td>Service Annual Rate</td>
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<td>B. Airfare/Bus/Train</td>
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<td>D. Taxicab/Limo/Rideshare</td>
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<td>F. Parking/Tolls</td>
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<tr>
<td>G. Gasoline, County</td>
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Vehicle

47
III LODGING

A. All Geographic Locations  Actual  Yes

B. Provided by a Friend/  $0  N/A
   Relative, etc.

C.

IV LIVING EXPENSES

A. Meal Allowance –
   Overnight  Actual, up to  No
   MAXIMUM ALLOWED VIA CONUS
   Non-Overnight (no lunch)  $34  No

B. Special Reimbursements  Actual  Yes

   Business Meetings (6.0)

   Books & Materials (6.1)

The first and last day of travel will be reimbursed at 75% of the per diem rate. This applies only to overnight travel.

Example #1: Last day in Springfield, the employee receives a continental breakfast as part of a conference registration. The per diem would be calculated as follows:

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$51 \times 75\% = $38.25 - $11.00 = $27.25

**Example #2:** During a three day conference, dinner is included on the second night. The per diem for the second night would be as follows:

$51 - $23 = $28

\(^2\) For non-overnight travel, breakfast reimbursement of $11.00 applies if departure from home is prior to 6:30 a.m. Dinner reimbursement of $23.00 applies if return arrival to home is after 6:30 p.m.

**NOTE:** It is the responsibility of the recipient to check with their tax professional regarding any tax liability incurred. For applicable per diem rates for the continental U.S., please visit [http://www.gsa.gov/portal/category/26429](http://www.gsa.gov/portal/category/26429)
## OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST

Valid for overnight and/or out-of-state travel

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**PURPOSE OF TRIP:** (explain fully the necessity of making the trip)

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<th>DATE OF RETURN ARRIVAL:</th>
</tr>
</thead>
</table>

*(Please include a detailed explanation if different from official business dates)*

**Please indicate the estimated amount for each applicable expense.**

<table>
<thead>
<tr>
<th>REGISTRATION:</th>
<th>$0.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRANSPORTATION:</td>
<td>$0.00</td>
</tr>
<tr>
<td>LODGING</td>
<td>$0.00</td>
</tr>
<tr>
<td>MISCELLANEOUS EXPENSES (parking, mileage, etc.)</td>
<td>$0.00</td>
</tr>
<tr>
<td>RENTAL CAR: (explain fully the necessity)</td>
<td>$0.00</td>
</tr>
<tr>
<td>REFERENCE MATERIALS:</td>
<td>$0.00</td>
</tr>
<tr>
<td>MEALS: (Per Diems)</td>
<td>$0.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**REVIEWED BY AND DATE APPROVED:**

<table>
<thead>
<tr>
<th>Department Head:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Signature)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Committee Name:</th>
<th>Date:</th>
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</thead>
<tbody>
<tr>
<td>ALL OVERNIGHT TRAVEL</td>
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<table>
<thead>
<tr>
<th>County Board:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>ONLY OUT-OF-STATE TRAVEL</td>
<td></td>
</tr>
</tbody>
</table>

**Please note:** If actual costs exceed the estimates, this form must be re-submitted for approval.
TUITION REIMBURSEMENT

POLICY

It is the policy of DuPage County to provide educational assistance for eligible employees who want to further their education in courses that are work-related. DuPage County is committed to the career growth and development of its employees by enhancing their knowledge and skills through further education.

ELIGIBILITY

- All full-time employees who have completed one (1) year of continuous employment with DuPage County.

GUIDELINES

A. Funds for tuition reimbursement may be allocated at the discretion of the County Board at the beginning of the fiscal year. Funds are available on a first come first served basis.

B. Approval for the course must be obtained in advance from the Department Head. Upon approval, tuition will be reimbursed if the course is directly related to the employee’s present position, job family or part of a job-related degree or program. The Department Head and the Human Resources Director, or designee, will determine whether a course is directly related to an employee’s current job duties or a foreseeable future position.

C. The course must be taken for college credit at an accredited educational institution. The amount reimbursable is a maximum of $1,500 per calendar year as determined by the last day of scheduled classes.

D. Reimbursement for any non-credited courses must receive prior approval from the Department Head and the Director of Human Resources.

E. Funding for approved courses will be consolidated in the Human Resources Department Budget for overall County-wide distribution.

F. Tuition will be reimbursed at 100%, up to the $1,500 annual maximum, upon completion of the course, providing a grade of C or better is obtained.
PROCEDURES

1. Pre-approval for course eligibility must be obtained from the Department Head and the Human Resources Director or designee. Pre-Approval Forms for tuition reimbursement are available on the internet or in the Human Resources Department.

2. The request for pre-approval must be filled out by the employee, signed by the Department Head or Elected Official and submitted to the Human Resources Department prior to the start of the course.

3. Receipts for reimbursement must be turned into the Human Resources Department no more than (90) days after completion of the course.

4. Reimbursement will be paid to the employee upon submission of the required documentation on the next available pay date, in accordance with payroll deadlines.

EXCEPTIONS

The following are not covered under the tuition reimbursement policy:

- Books
- Lab fees
- Seminars
- Travel/Parking expenses
- Certifications and/or licenses required to meet the minimum requirements of a position.

The Tuition Reimbursement form is available on the internet under the Human Resources tab.
Appendix F

Wages

The following wage schedule shall be in effect during the term of the contract:

Section A: Minimum Salaries for Bargaining Unit Positions

Bargaining Unit positions shall not be subject to maximum salary ranges for the term of the contract. The minimum salary for each bargaining unit position shall be as follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborer</td>
<td>$35,000</td>
</tr>
<tr>
<td>Grounds Maintenance Worker</td>
<td>$35,000</td>
</tr>
<tr>
<td>Senior Grounds Maintenance Worker</td>
<td>$43,500</td>
</tr>
<tr>
<td>Grounds Crew Leader</td>
<td>$60,750</td>
</tr>
<tr>
<td>Automotive Mechanic</td>
<td>$44,000</td>
</tr>
<tr>
<td>Automotive Mechanic (with CDL B and Air Brake)</td>
<td>$52,000</td>
</tr>
<tr>
<td>Heavy Equipment Mechanic</td>
<td>$54,750</td>
</tr>
<tr>
<td>Vehicle Maintenance Crew Leader</td>
<td>$60,750</td>
</tr>
<tr>
<td>Equipment Operator I</td>
<td>$43,500</td>
</tr>
<tr>
<td>Equipment Operator II</td>
<td>$51,750</td>
</tr>
<tr>
<td>Heavy Equipment Crew Leader</td>
<td>$60,750</td>
</tr>
</tbody>
</table>

Upon contract ratification, if it is determined that any bargaining unit employees are below the minimum salaries listed above, the salaries of those employees will be adjusted to meet the minimum salary requirements.

This adjustment will occur the second full payroll period following contract ratification and before incorporation of the wage adjustment listed in section E. 1.

The County shall increase the Automotive Mechanics that are below the above listed minimum salary for Automotive Mechanic with a CDL B and Air Brake endorsement to that level during the second full payroll period following January 1, 2019.

All current Vehicle Maintenance employees shall be required to have a CDL B with Air Brake endorsement prior to June 1, 2019. Failure to meet the license requirement shall result in employee termination at the County’s discretion. This decision is not subject to the grievance procedures listed in this contract.
Section B: License Adjustment

1. All bargaining unit employees who were employed within the bargaining unit prior to December 1, 2017 and at the date of contract ratification remain employed within the bargaining unit and maintain a State of Illinois Department of Agriculture Pesticide Operators License in good standing shall receive a two hundred dollar ($200) one-time economic adjustment.

2. All bargaining unit employees who were employed within the bargaining unit prior to December 1, 2017 and at the date of contract ratification remain employed within the bargaining unit and maintain a State of Illinois CDL A License in good standing shall receive a two hundred-fifty dollar ($250) one-time economic adjustment.

3. Economic adjustments shall not increase base salary and shall be payable on the second full payroll period following contract ratification.

Section C: Retroactive Pay

All members within the bargaining unit who were employed within the bargaining unit prior to December 1, 2017 and remain employed within the bargaining unit on date of ratification will receive retroactive pay for all hours paid to each employee since December 1, 2017. These computed number of hours for each employee will be paid at a rate of 2% of their hourly pay rate on November 30, 2017. This retroactive pay shall be paid to the employee following the second full payroll period following contract ratification.

Section D: Five Year Performance Adjustment

Those bargaining unit members who have five (5) years of service within their position classification at the time of contract ratification will have their salaries reviewed. If it is determined that their salary is lower than the minimum salaries listed below, the salaries of those employees will be adjusted to meet the minimum salary requirements.

This adjustment shall occur after the general wage adjustment listed in Section E.1 is factored into the salaries. This market adjustment shall occur on the second full payroll period following contract ratification and shall be computed after all other applicable adjustments have been completed.

Those bargaining unit members who reach five (5) years of service within their position classification, during the term of this contract and have received a performance appraisal score of at least a 3.0 on their most recent performance appraisal, shall be eligible for this performance adjustment. This performance adjustment shall occur on the second full payroll period following the five (5) year anniversary date for time in their position classification.

The minimum salary for each eligible bargaining unit position at Five Years of Service within the Position Classification shall be as follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>Minimum Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborer</td>
<td>$40,000</td>
</tr>
<tr>
<td>Grounds Maintenance Worker</td>
<td>$40,000</td>
</tr>
</tbody>
</table>
Senior Grounds Maintenance Worker $54,000
Grounds Crew Leader $72,000
Automotive Mechanic (with CDL B and Air Brake) $60,500
Heavy Equipment Mechanic $63,000
Vehicle Maintenance Crew Leader $72,000
Equipment Operator I $54,000
Equipment Operator II $62,000
Heavy Equipment Crew Leader $72,000

Bargaining unit members who do not achieve five (5) years of service within their position classification prior to November 30, 2022 will not receive the Five-Year Performance Adjustment.

Section E: General Wage Adjustment

Bargaining unit members shall receive increases to their existing wage rates as follows:

1. Upon Contract Ratification – 2.0% across the board increase for all members. Any bargaining unit members who were not employed within the bargaining unit prior to December 1, 2017 are not eligible for this general wage adjustment. This adjustment will occur the second full payroll period following contract ratification.

2. Effective the second full pay period following December 1, 2018 – 2.0% across the board increase for all members.

3. Effective the second full pay period following December 1, 2019 – 2.0% across the board increase for all members.

4. Effective the second full pay period following December 1, 2020 – 2.0% across the board increase for all members.

5. Effective the second full pay period following December 1, 2021 – 1.0% across the board increase for all members.

Section F: Merit Adjustments

Bargaining unit employees that have been employees within the bargaining unit for a minimum of 1-year shall receive merit adjustments based upon the stated schedule. The merit amount shall be based upon the percentages listed below and based upon the current salaries of the bargaining unit members that have been within the bargaining unit for a minimum of 1-year. The merit adjustment shall be distributed to the bargaining unit employees based upon the employee’s appraisal score with only those employees receiving an overall appraisal score of 3.0 or greater receiving a merit adjustment.
1. Effective the second full pay period following December 1, 2021 – 1.0% merit adjustment

Section G: Heavy Equipment Assistance

Automotive Mechanics who provide assistance on Class 5 vehicles or larger, shall receive the minimum Heavy Equipment Mechanic rate of pay for all hours of work performed on heavy vehicles and equipment if their current rate of pay is lower than this amount.

No wage adjustment shall be made for an Automotive Mechanic that has a rate of pay higher than the minimum rate for a Heavy Equipment Mechanic.
Appendix G

DRUG AND ALCOHOL POLICY

I. PROHIBITIONS

A. Prohibited Alcohol-Related Conduct

An employee shall not operate a County commercial motor vehicle or perform a related safety-sensitive function if s/he has engaged in any form of alcohol-related conduct listed below:

1. Using alcohol on the job.
2. Being in possession of alcohol while on duty or operating a commercial motor vehicle.
3. Having a prohibited breath alcohol concentration while performing a safety-sensitive function.
4. Having used alcohol during the four (4) hours before going on duty.
5. Using alcohol within eight (8) hours following an accident requiring a breath-alcohol test, or until tested.
6. Refusing to submit to a required alcohol test.

B. Prohibited Drug-Related Conduct

An employee shall not perform a safety-sensitive function if s/he has engaged in any of the following activities:

1. Using any of the following controlled substances, including use of a substance for medicinal purposes under a doctor's care, unless a physician has advised the employee that it not will interfere with the employee's ability to perform his job safely:
   a. Marijuana (THC metabolite)
   b. Cocaine
c. Opiates (morphine and codeine)

d. Phencyclidine (PCP)

e. Amphetamines

2. Being in possession of any unauthorized controlled substance.

3. Reporting for duty while impaired from any prescribed therapeutic drug or controlled substance usage.

4. Refusing to submit to a required controlled substances test.

C. Reporting Requirements for Prescribed Controlled Substances

1. Any employee who takes prescribed medication and whose duties include operating a commercial motor vehicle for the Employer must inquire of his/her treating physician whether the controlled substance would adversely affect his/her ability to operate a commercial motor vehicle.

2. If the medication in use will adversely affect the employee's ability to safely perform his job, the employee may not report to work or may not remain on duty. Employees eligible for sick leave may take such period of absence as paid sick leave.

II. CATEGORIES OF TESTING

A. Post-Accident Testing

1. Conducted when a bargaining unit employee was involved in an accident in a Employer vehicle, and:

   a. The accident involved the loss of life; or

   b. The employee was issued a citation for a moving traffic violation arising from an accident that included:

      (1) Injury requiring medical treatment away from the scene; or

      (2) One or more vehicles having to be towed from the scene.

2. Post-Accident Alcohol Testing

   a. Whenever possible, post-accident alcohol testing shall be conducted within two (2) hours of the accident.
b. If testing is not administered within two (2) hours of the accident, the Employer must prepare and maintain a record stating the reason the test was not promptly administered.

c. If testing is not administered within eight (8) hours of the accident, the Employer shall cease attempts to administer an alcohol test.

d. An employee required to be tested under this section is prohibited from consuming any alcohol for at least eight (8) hours following the accident or until after the breath alcohol test.

3. Post-Accident Drug Testing

a. Post-accident drug testing must be conducted within thirty-two (32) hours after the accident. If testing is not administered within thirty-two (32) hours of the accident, the Employer shall cease attempts to administer a drug test.

b. If testing is not administered within thirty-two (32) hours of the accident, the Employer must prepare and maintain a record stating the reason the test was not promptly administered.

B. Random Testing

Conducted throughout the year on a random, unannounced basis according to the following guidelines:

1. Restricted Period

a. Bargaining unit employees required to have a Commercial Driver's License (CDL) are subject to unannounced random drug testing during all periods on duty, and are subject to unannounced random alcohol testing while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

b. The Employer will not require employees to come in for a call-out assignment for the sole purpose of random testing.

2. Frequency

a. The Employer shall conduct random drug testing on at least fifty percent (50%) of the average number of bargaining unit employees required to have a CDL in the calendar year. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)). The Employer shall provide written notice to
the Union before January 1 of each succeeding year regarding any changes in the minimum annual percentage rate.

b. The Employer shall conduct random alcohol testing on at least twenty-five percent (25%) of the average number of bargaining unit employees in each calendar year. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)). The Employer shall provide written notice to the Union before January 1 of each succeeding year regarding any changes in the minimum annual percentage rate.

3. Selection

a. The procedure used to determine which employees are subject to random drug or alcohol testing in a given year shall ensure that each bargaining unit employee who is required to have a CDL has an equal chance of being selected.

b. Should disputes arise regarding the random selection process, the Human Resources Officer or other person responsible for administering the drug and alcohol policy for the Employer shall meet with a representative of Local 150 (not a bargaining unit member) and explain the methodology used.

C. Reasonable Suspicion Testing

Conducted when a trained supervisor observes behavior or appearance that is characteristic of an individual who is currently under the influence of or impaired by alcohol, impaired by drugs, or a combination of alcohol and drugs, according to the following guidelines:

1. A supervisor's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee;

2. The Department Head or a second trained department supervisor who is reasonably available must confirm the reasonable suspicion determination;

3. The employee is entitled to Union representation before being questioned in connection with a reasonable suspicion determination, if so requested.

4. The supervisor(s) must complete and submit a Reasonable Cause Observation Form for any drug tests within twenty-four (24) hours.

5. A "trained supervisor" is one who has received at least two (2) hours of training in the signs of alcohol and drug use, including at least sixty (60) minutes of training on drug use and at least sixty (60) minutes of training on alcohol use.

D. Return to Duty Testing
1. After engaging in prohibited alcohol conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty breath alcohol test with a result indicating an alcohol concentration of less than 0.02.

2. After engaging in prohibited controlled substances conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty urine drug test with a verified negative result for controlled substances use.

E. Follow-Up Testing

1. Upon returning, the employee is subject to at least six (6) unannounced follow-up tests during the first twelve (12) months after s/he returns to duty requiring a CDL.

2. If the Substance Abuse Professional determines that follow-up testing is not longer necessary, it may be terminated after the first six (6) follow-up tests.

3. Substance Abuse Professional

   The Substance Abuse Professional shall be a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

III. TESTING PROCEDURES

A. Drug Testing Procedures

1. Collection Site
   a. Once a drug test is announced, an employee shall go directly to the collection site.
   b. Upon arrival, the employee shall verify his identity and will be provided with a form on which the employee may elect to list any prescription or non-prescription medication s/he is using.
   c. Before testing, an employee shall be shown a sealed container, which shall be unwrapped in front of him/her.
   d. An employee shall be afforded a private area to provide a urine specimen. This area shall be equipped with a toilet, and shall be secured to prevent adulteration or dilution.
   e. Once an employee has provided a urine sample in the collection container, s/he shall hand it to the collection person. The collection person, in the presence of the employee, shall then pour the urine into
two (2) specimen bottles. At least thirty (30) milliliters must be poured into the primary specimen bottle, and fifteen (15) milliliters into the split specimen bottle.

f. If an employee of the testing facility believes that an employee is attempting to obstruct the collection process or may submit an altered, adulterated or substitute specimen, and a Employer official concurs, an observed specimen may be collected.

2. Medical Review Officer (MRO)

The Medical Review Officer shall be a licensed physician designated by the Employer as the person responsible for receiving laboratory results generated by the Employer's drug testing program. The MRO shall have knowledge of substance abuse disorders and have the appropriate medical training to interpret and evaluate an employee's positive test result together with his/her medical history and any other relevant biomedical information.

3. Laboratory Analysis

a. Analysis of a primary urine specimen shall be performed at a laboratory certified and monitored by the Department of Health and Human Services (DHHS).

b. The laboratory shall analyze the primary specimen with an Enzyme Multiple Immunoassay Test (EMIT) or some other screen test allowed by DHHS for employees required to have CDLs.

c. Positive screens shall be confirmed by the Gas Chromatography/Mass Spectrometer (GC/MS) method.

d. When directed in writing by the MRO that an employee has requested analysis of the split specimen, the laboratory shall forward the split specimen to another DHHS-certified laboratory for testing.

4. Primary Specimen Test Results

a. Negative Test Results

If the result of the test of the primary specimen is negative, the MRO shall promptly report a negative test to the Employer and the employee.

b. Positive Test Results

1) Drug test results reported positive by the laboratory shall not be deemed positive or disseminated to the Employer until they are reviewed by the MRO.
2) If the result of the test of the primary specimen is positive, the MRO shall contact the employee and give the employee an opportunity to establish an alternative medical explanation for the positive test result.

   a) If the MRO determines that the positive result was caused by the legitimate medical use of the prohibited drug, or that the positive result was otherwise in error, the MRO shall report the drug test result as negative.

   b) If the MRO determines that there is no alternative medical or other explanation for the positive test result, the MRO shall inform the employee that s/he has seventy-two (72) hours in which to request a confirmation test of the split specimen, and inform the Employer that the driver should be removed from service.

3) The employee shall remain out of service pending the result of the split sample analysis.

5. Confirmation/Split Specimen Test

   a. If within seventy-two (72) hours of notification of the positive result by the MRO, the employee requests that the split specimen test be conducted, the MRO shall make written notice to the primary specimen laboratory to forward the split sample to a second laboratory.

   b. If the employee has not contacted the MRO within seventy-two (72) hours, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the positive test result, or other unavoidable circumstances prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within seventy-two (72) hours, the MRO shall direct that analysis of the split specimen be performed.

   c. Waived or Positive Confirmation Test

      1) If the employee waives his right to a confirmation/split specimen test, or if the confirmation/split specimen test is positive, the MRO shall report a verified positive test to the Employer.

      2) Upon receiving the results of the positive test, the Employer shall promptly notify the employee and provide the employee the opportunity to request full information concerning the test results.

   d. Alternative Test
If the employee requests that an alternative test be undertaken, it shall be conducted at the employee's expense. The results of such test may be admitted into evidence at any disciplinary hearing on the issue of prohibited drug use, at the employee's discretion.

6. Inability to Provide Adequate Sample
   a. Employees who are unable to provide a urine sample of forty-five milliliters shall be offered additional drinking water and allowed additional time before being required to provide another urine specimen. The amount of fluids the employee is given and the amount of time he/she is allowed shall follow federal D.O.T. rules.
   b. If the employee is still unable to provide an adequate sample, testing shall be discontinued and the MRO shall refer the employee for a medical evaluation to develop pertinent information concerning whether the individual's inability to provide a specimen is genuine.
      1) The employee shall be placed out of service until this determination is made.
      2) If there is no verification that inability to provide an adequate sample was genuine, the employee will be deemed to have refused to test.

B. Alcohol Testing Procedures
   1. Screening Test
      a. All breath alcohol testing shall be conducted through use of an Evidential Breath Testing (EBT) device, in accordance with FHA rules and DOT regulations.
      b. Only a Breath Alcohol Technician (BAT), trained in accordance with DOT regulations, shall conduct testing with an EBT. Supervisors of bargaining unit employees shall not serve as BATs under any circumstances.
      c. Testing Site
         1) Testing locations shall ensure visual and aural privacy to employees, sufficient to prevent unauthorized persons from seeing or hearing test results.
         2) Before testing begins, the BAT shall explain the testing procedure to the employee and answer any questions s/he may have.
3) An individually-sealed mouthpiece shall be opened in view of the employee. The mouthpiece shall then be attached to the EBT.

4) Once testing is complete, the BAT shall show the results to the employee.

d. Screening Test

1) If the result of the screening test is less than 0.02 percent alcohol concentration, the result is negative and no further testing shall be done.

2) If the result of the screening test is an alcohol concentration of 0.02 percent or greater, a confirmation test shall be performed.

2. Confirmation Test

a. When required, the confirmation test shall be performed not less than fifteen (15) minutes nor greater than twenty (20) minutes after completion of the screening test.

b. Employees with a breath alcohol concentration between 0.02 and 0.04 may not perform or continue to perform safety-sensitive functions until the start of the employee's next regularly scheduled duty period, not less than twenty-four (24) hours following administration of the test.

c. If the result of the confirmation test is 0.04 percent alcohol concentration or greater, the result is positive.

3. Inability to Provide an Adequate Amount of Breath

a. If an employee is unable to provide an adequate amount of breath, the Employer may direct the employee to see a licensed physician.

b. The employee may not perform safety sensitive functions until s/he is evaluated, provided the evaluation takes place within two (2) hours.

c. The physician shall examine the employee to determine whether the employee's inability could have been caused by a medical condition.

d. If the physician determines, in his or her reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the employee from providing an adequate amount of breath, the employee shall not be deemed to have refused to take the test.

e. If the physician is unable to make this determination, the employee shall be deemed to have refused to take the test.
f. The Employer shall pay any medical fees assessed for the examination.

IV. CONSEQUENCES OF POSITIVE TEST RESULTS

A. Confirmed Breath Alcohol Test Result Between 0.02 and 0.04

An employee with a breath alcohol concentration result between 0.02 and 0.04 shall be removed from duty without pay for twenty-four (24) hours or a retest below 0.02.

B. Confirmed Breath Alcohol Test Result of 0.04 or More or Other Prohibited Alcohol Conduct

1. An employee with a breath alcohol concentration result of 0.04 or more, or who has otherwise violated the alcohol conduct rules set forth above, shall be immediately removed from duty.

2. The employee cannot resume the performance of safety sensitive functions until s/he:
   a. Is evaluated by a Substance Abuse Professional (SAP); and
   b. Complies with and completes any treatment program recommended by the SAP; and
   c. Completes the return to duty testing requirements set forth above with a breath alcohol content of less than 0.02.

C. Confirmed Positive Urine Drug Test

1. An employee who tests positive for any of the prohibited controlled substances, or who has otherwise violated the substance abuse rules set forth above, shall be immediately removed from duty.

2. The employee cannot resume the performance of safety sensitive functions until s/he:
   a. Is evaluated by a Substance Abuse Professional (SAP); and
   b. Complies with and completes any treatment program recommended by the SAP; and
   c. Completes the return to duty testing requirements set forth above with a negative result.
D. Discipline

Any discipline imposed upon employees shall be subject to the Disciplinary and Grievance Procedure provisions of the Collective Bargaining Agreement.

E. Refusal to Test

Any employee who refuses to undergo required testing, as set forth in this policy, shall be considered as having tested positive and shall be immediately removed from duty. However, if it is subsequently determined that the order to submit to testing was in violation of this policy, the employee will be made whole for any economic loss incurred during his/her time off.

V. CONFIDENTIALITY OF RECORDS

All drug and alcohol test results and records shall be maintained under strict confidentiality. Supervision shall not be entitled to copies of test results although supervision may be informed on a need to know basis of the results of such tests.

A. Employee Entitled to Information

Upon written request, the employee shall be promptly furnished with copies of any and all records pertaining to his/her use of alcohol and/or drugs, including any records pertaining to conducted tests. The employee's access to the records shall not be contingent upon payment for the records.

B. Conditions Under Which the Employer Must Release Records

1. To the employee, upon written request.
2. When requested by federal or state agencies with jurisdiction, when license or certification actions may be required.
3. To a subsequent employer pursuant to written consent of the former employee.
4. To the decision maker in a grievance, arbitration, litigation, or administrative proceeding arising from a positive test result or employee initiated action.

VI. EMPLOYEE ASSISTANCE PROGRAM

A. Voluntary Referral

1. Before Testing

   a. Any bargaining unit employee who voluntarily refers himself or herself to the Commission's Employee Assistance Program (EAP) before being ordered to submit to a random, reasonable suspicion, post-accident or return to duty drug or alcohol test shall not be subject to discipline.
b. Any bargaining unit employee who has voluntarily referred himself or herself to the EAP shall be subject to the same testing procedures as an employee who has tested positive for drug and alcohol use.

c. The employee shall be returned to regular work duties only on the recommendation of the EAP counselor and successful completion of a return to duty medical exam.

2. At the Time of Testing

If a bargaining unit employee voluntarily refers himself or herself to EAP upon being ordered to submit to a drug or alcohol test, the Employer shall consider such voluntary referral in mitigation of any discipline.

B. Confidentiality of Referral

All EAP referral shall be kept strictly confidential.

C. Rehabilitative Leave of Absence

1. Accrued Leaves of Absence

An employee may use any accrued leave (e.g., sick, vacation, personal, etc.) for the purpose of rehabilitation of a drug and/or alcohol problem.

2. Extended Leave of Absence

Upon an employee’s request, the Employer shall, to the extent necessary for treatment and rehabilitation, and subject to the General Leave provisions of the Collective Bargaining Agreement, grant the employee an unpaid leave of absence for the period necessary to complete primary treatment of the employee’s drug and/or alcohol problem.
Appendix H

FITNESS FOR DUTY

POLICY
DuPage County is committed to providing a safe working environment and to protecting the health and safety of all employees. If an employee lacks the essential physical and mental requirements necessary to perform the essential functions of the job, or poses a significant risk to their own safety, safety of co-workers or the safety of the public, they may be referred for a fitness for duty evaluation.

ELIGIBILITY
All employees under County Board Jurisdiction regardless of employment status.

GUIDELINES
A. Employees are responsible for managing their health in such a way that they can safely perform the essential functions of their job, with or without a reasonable accommodation.

B. Employees must come to work fit for duty and must perform their job in a safe, secure, productive and effective manner during the entire time they are working.

C. Employees are responsible for notifying their supervisor if they are not fit for duty.

D. Employees are responsible for notifying their Supervisor, Human Resources Representative, Department Head or Director of Human Resources when they observe a co-worker acting in a manner that indicates the co-worker may be unfit for duty.

PROCEDURES
1. A fitness for duty assessment may be requested when there is reasonable cause for serious concern about an employee's ability to perform their role and duties safely, when the employee's behavior is grossly inappropriate for the workplace, or if there is reasonable concern for workplace safety.

2. An impartial, independent healthcare evaluator with expertise in the disciplines of medical, psychological alcohol, or other drug conditions will conduct a fitness for duty evaluation.

3. Referrals for Fitness for Duty assessments will be made by the Department Head and Director of Human Resources.

4. Employees will be removed from the workplace while in the process of completing a fitness for duty assessment.

5. Employees who cooperate in a fitness for duty evaluation and are in compliance with recommendations for medical, psychological and/or chemical dependence treatment may be returned to work provided appropriate discipline, if warranted, has taken place.
6. Non-compliance with a request for a fitness for duty evaluation or a determination that an employee is unfit for duty may result in disciplinary action, not to exclude termination.
Appendix I

EMPLOYEE RETENTION POLICY

POLICY

It is the policy of DuPage County to provide retention incentives in order to provide long-term employees additional income protection for retirement in the form of a capital accumulation program.

ELIGIBILITY

- All full-time and part-time employees who participated in the Illinois Municipal Retirement Fund and began their employment with DuPage County on or before November 30, 2002.

- Eligibility begins at age fifty-five (55) and ten (10) years of continuous service or twenty (20) years of continuous service independent of age.

GUIDELINES

A. At the time of voluntary separation or layoff, retention benefits will be paid based on the following schedule and eligibility:

<table>
<thead>
<tr>
<th>Continuous Years of Service</th>
<th>Total Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 years</td>
<td>50 days</td>
</tr>
<tr>
<td>15 years</td>
<td>90 days</td>
</tr>
<tr>
<td>20 years</td>
<td>120 days</td>
</tr>
</tbody>
</table>

B. For purposes of this policy, continuous service will be calculated from the earlier date of hire with DuPage County unless there has been a gap of over one year, in which case the most recent date of employment would be used to calculate retention benefits. Last day worked will be considered the final day of service.

PROCEDURES

1. Payment for applicable days will be made upon notice of separation.
2. If gap in service is one (1) year or less, any retention paid previously will be deducted from future retention payouts.

3. Pay will be calculated by the same formula as sick days and vacation days.

4. Employees who sign a formal notice of separation may receive payment for retention benefits up to six (6) months prior to their separation date.

EXCEPTIONS

- DuPage County Elected Officials are not eligible for this program.
- Employees who are involuntarily terminated are not eligible for this program.
- Employees who have voluntarily resigned due to a conviction are not eligible for this program.