



DU PAGE COUNTY

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Judicial and Public Safety Committee Regular Meeting Agenda

Tuesday, April 4, 2023

8:00 AM

County Board Room

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CHAIR REMARKS - Chair Evans

5. APPROVAL OF MINUTES:

5.A. [23-1288](#)

Judicial and Public Safety Committee - Regular Meeting - Tuesday, March 21, 2023.

6. BUDGET TRANSFERS

6.A. [23-1293](#)

Transfer of funds from account no. 5000-6000-53090 (Other Professional Services) to account nos. 5000-6000-52100 (I.T. Equipment-Small Value), 5000-6000-53800 (Printing) and 5000-6000-53806 (Software Licenses) in the amount of \$2,050 needed to reclass grant categories to reflect the budget revisions approved by the County Board and state grant agency. (18th Judicial Circuit Court)

6.B. [23-1294](#)

Transfer of funds from account no. 1000-4400-53090 (Other Professional Services) to account no. 1000-4400-54200 (Lease Right-of-Use Asset) in the amount of \$19,001 needed for the purchase of 6 Axon Fleet in-car camera systems not budgeted for. (Sheriff's Office)

6.C. [23-1295](#)

Transfer of funds from account no. 5000-6570-51010 (Employer Share I.M.R.F.) and 5000-6570-53090 (Other Professional Services) to account nos. 5000-6570-50000 (Regular Salaries), 5000-6570-51030 (Employer Share Social Security) and 5000-6570-51040 (Employee Medical & Hospital Insurance) in the amount of \$27,400 needed to realign grant budget to account for anticipated future payroll expenses which increased due to COLA and merit increases. (State's Attorney Office)

7 PROCUREMENT REQUISITIONS**7.A. [JPS-P-0051-23](#)**

Recommendation for the approval for a contract purchase order to Axon Enterprise, Inc., for the purchase of 6 Axon fleet in-car camera systems, for the period of May 1, 2023 through April 30, 2028, for a contract total amount not to exceed \$95,000. (Sheriff's Office)

8. ACTION ITEMS**8.A. [JPS-CO-0003-23](#)**

Recommendation for the approval of a change order amending purchase order 6183-0001 SERV, issued to Bond, Dickson & Associates, to provide continuing legal services as Special Assistant State's Attorneys, to increase the purchase order in an amount of \$100,000, resulting in an amended purchase order total amount not to exceed \$200,000, an increase of 100.00%. (State's Attorney's Office)

9. OLD BUSINESS**10. NEW BUSINESS****11. ADJOURNMENT**



Minutes

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 23-1288

Agenda Date: 4/4/2023

Agenda #: 5.A.



DU PAGE COUNTY

Judicial and Public Safety Committee

Final Summary

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, March 21, 2023

8:00 AM

County Board Room

1. CALL TO ORDER

8:00 AM meeting was called to order by Chair Lucy Evans at 8:00 AM

2. ROLL CALL

Other Board Members in attendance: Cindy Cahill, Kari Galassi, Paula Garcia and Sheila Rutledge.

Staff in attendance: Nick Kottmeyer (Chief Administrative Officer), Joan Olson (Chief Communications Officer), Robert Berlin (State's Attorney), Conor McCarthy (State's Attorney Office), Robert Lyons (State's Attorney Office), Paul Bruckner (State's Attorney Office), Lisa Smith (State's Attorney Office), Barb Reynolds (State's Attorney Office), Nick Alfonso (State's Attorney Office), Renee Zerante (State's Attorney Office), Craig Dieckman (Director, Office of Homeland Security and Emergency Management), Jeff Martynowicz (Chief Financial Officer), Valerie Calvente (Procurement), Undersheriff Edmond Moore, Chief Robert Toerpe and Commander John Putnam.

Speaker: Jeff York, DuPage County Public Defender

PRESENT	Chaplin, Childress, DeSart, Eckhoff, Evans, Gustin, Krajewski, Ozog, Schwarze, Tornatore, and Yoo
LATE	Zay

3. PUBLIC COMMENT

No public comment was offered.

4. CHAIR REMARKS - Chair Evans

Chair Evans introduced today's guest speaker Jeff York, the DuPage County Public Defender.

5. PRESENTATIONS - Jeff York, Public Defender

Public Defender Jeff York presented an overview of his office. The attorneys in his office represent indigent clients in approximately 10,000 cases per year which include: felonies, misdemeanors, mental illness commitment and juvenile. An attorney averages handling 50-150 felony cases and 100-250 misdemeanor cases at one time. In addition, the Public Defender's Office is involved in 1,800 investigations and 450 clinician assists per year. In order for clients to be represented by the Public Defender's Office, they must meet poverty guidelines as outlined in an Administrative Order from the Chief Judge. If they qualify, then a judge will appoint an attorney to represent them. In addition to representing their client in court, it is important to the attorney that they help their client understand how they got to the point they are at and advocate for them by offering resources to help them. One of the most important resources is the services

of a social worker. The social worker can assist the client in the following ways: access their need for mental health and/or substance abuse disorder and refer them for treatment, help them obtain IDs, assist them in signing up for Medicare and help them make doctor appointments. Public Defender York then told the Committee about the Restorative Resources Foundation which was created by his office and is monitored by their mental health clinicians. This Foundation provides a way for he and his staff to seek out food, clothing and other basic needs for their clients. No county funds are expended for these items. They hope to expand this program in the future. In conclusion, Public Defender York provided a breakdown of his office's budget and reported on the difficulties they are experiencing in hiring additional attorneys.

Members Chaplin, Zay and Gustin raised questions to which Public Defender York responded.

6. APPROVAL OF MINUTES:

6.A. [23-1185](#)

Judicial and Public Safety Committee - Regular Meeting - Tuesday, March 7, 2023.

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED
MOVER:	Patty Gustin
SECONDER:	Liz Chaplin

7. PROCUREMENT REQUISITIONS

7.A. [JPS-P-0048-23](#)

Recommendation for the approval of a contract to Peter M. King, of King Holloway, LLC, to provide professional services as a conflict attorney assigned to juvenile cases, for the period May 1, 2023 through April 30, 2024, for a contract total amount not to exceed \$42,000. Other professional services not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code's Professional Services Selection Process for other professional services. Section 2-353(1)(b). (18th Judicial Circuit Court)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

7.B. [JPS-P-0049-23](#)

Recommendation for the approval of a contract purchase order to Krueger International, Inc., for the purchase of audience seating for Courtrooms 2000, 2001, 2002, 2011, 3002 and 3003, for the period March 28, 2023 through November 30, 2023, for a total contract

amount of \$79,891.50. Per Quote #22TLW-592878A /C. (18th Judicial Circuit Court)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Yeena Yoo
SECONDER:	Patty Gustin

7.C. [JPS-P-0050-23](#)

Recommendation for the approval of a contract purchase order to CentralSquare for Professional Services and Software for the Electronic Citation Platform for the period April 1, 2023 through March 31, 2026, for a total contract amount of \$1,241,296.88. Exempt from bidding per 55 ILCS 5/5-1022 (c) not suitable for competitive bids – Sole Source. CentralSquare, LLC is the owner of the proprietary source code for this software. (Circuit Court Clerk)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Liz Chaplin
SECONDER:	Yeena Yoo

8. **RESOLUTIONS**

8.A. [JPS-R-0054-23](#)

Intergovernmental Agreement with Bloomingdale Township for Police Services for a total amount of \$129,940.58, for the period April 1, 2023 through March 31, 2024. (Sheriff's Office)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Liz Chaplin
SECONDER:	Yeena Yoo

8.B. [JPS-R-0055-23](#)

Intergovernmental Agreement with Milton Township for Police Services for a total amount of \$389,821.73 for the period April 1, 2023 through March 31, 2024. (Sheriff's Office)

Member Ozog asked who is paying for these services. Chair Evans responded that the townships are paying the Sheriff's Office for these services.

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Liz Chaplin
SECONDER:	Patty Gustin

8.C. [JPS-R-0056-23](#)

Intergovernmental Agreement with Wayne Township for Police Services for a total amount of \$129,940.58 for the period April 1, 2023 through March 31, 2024. (Sheriff's Office)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Liz Chaplin
SECONDER:	Yeena Yoo

8.D. [JPS-R-0057-23](#)

Intergovernmental Agreement with York Township for Police Services for a total amount of \$129,940.58 for the period April 1, 2023 through March 31, 2024. (Sheriff's Office)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Liz Chaplin
SECONDER:	Mary Ozog

8.E. [JPS-R-0058-23](#)

Intergovernmental Housing Agreement Between DuPage County and Kendall County for the Housing of Prisoners. (Sheriff's Office)

Member Chaplin asked what the purpose of this Intergovernmental Housing Agreement is. Undersheriff Edmond Moore responded that there are times when it is necessary to house a detainee somewhere other than the DuPage County Jail. Specifically when the inmate is involved in a high profile case or if the inmate has a relative that works for the DuPage Sheriff's Office.

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AT COMMITTEE
MOVER:	Jim Zay
SECONDER:	Michael Childress

8.F. [FI-R-0096-23](#)

Acceptance of an Extension of Time and Appropriation for the DuPage County Health Department Heroin Opioid Prevention and Education (HOPE) First Offender Court Unified for Success (FOCUS) Court Grant FY21 - Company 5000 - Accounting Unit 5905 - \$14,600. (Probation and Court Services)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Patty Gustin
SECONDER:	Liz Chaplin

9. BUDGET TRANSFERS

9.A. [23-1186](#)

Transfer of funds from account no. 5900-53040 (interpreter services) to account no. 5900-54090 (furniture and furnishings) in the amount of \$4,892 to cover the cost of audience seating which increased due to inflation after the FY23 budget was passed with Interpreter Services funds which have decreased because the state is covering more interpreting fees directly. (18th Judicial Circuit Court)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Patty Gustin

9.B. [23-1187](#)

Transfer of funds from account nos. 4510-53090 (other professional services), 4510-53300 (repair and maintenance facilities) and 4510-53610 (instruction and schooling) to account nos. 4510-53370 (repair and maintenance other equipment), 4510-53510 (travel expense) and 4510-53806 (software licenses) in the amount of \$95,000 for the following reason. During the FY23 budget rollover process for grant in Account Unit 4510, three accounts (for 2 two grants) were transposed with their intended accounts. The result was budgeted amounts not being entered to the accounts they were needed in. This budget transfer corrects the FY23 budget amounts, for each account, so that invoices can be incurred and paid. (Sheriff's Office)

Member Yoo questioned why there is only \$2,800 in the software licenses account and why an additional \$15,000 is needed. She also asked for an explanation of the travel expenses. Undersheriff Edmond Moore responded that he did not have this information at the present time, but that he would inquire with the Sheriff's Office Budget Department and get back to her with answers.

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED
MOVER:	Liz Chaplin
SECONDER:	Patty Gustin

10. ACTION ITEMS

10.A. [JPS-CO-0002-23](#)

Recommendation for the approval of an amendment to Resolution JPS-P-0093-22 for a change order amending Purchase Order 5729-0001 SERV, issued to Trinity Services Group, Inc., to provide inmate and officer meals at the DuPage County Jail, to extend the contract through May 31, 2023 and to increase the contract in the amount of \$135,000, resulting in an amended contract total amount not to exceed \$719,182.50 an increase of 23.11%. (Sheriff's Office)

Member Chaplin asked for an explanation as to why the contract end date is being extended and the contract amount is being increased. Undersheriff Edmond Moore and Commander John Putnam with the Sheriff's Office and Chief Financial Officer Jeff Martynowicz explained that because the date of the purchase order is April 30, 2023, it needs to be amended. Per the procurement policies, a change order is required. The reason for the increase in the contract dollar amount is due to the increased inmate population.

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Patty Gustin
SECONDER:	Michael Childress

11. INFORMATIONAL

11.A. [23-1188](#)

Public Defender's Office February 2023 Monthly Statistical Report (Public Defender's Office)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Yeena Yoo

12. OLD BUSINESS

Member Childress asked Public Defender Jeff York what the average amount of time is that a client gets one-on-one meetings with their attorney. Public Defender York replied that it varies and is dependent on the specifics of the case. Further, Member Childress inquired what the

reason is for the shortage of attorneys. Public Defender York stated that fewer people are graduating from law school.

Member DeSart inquired if the attorneys at the Public Defender's Office review the body cam videos or whether other individuals look at them. Public Defender York stated that the attorneys themselves review the videos. Member DeSart then went on to ask approximately how much time is spent by the attorneys in reviewing the videos. Public Defender York responded that an average amount of time spent would be approximately 20 hours. In some cases, that number could be higher as there are times when video footage needs to be reviewed more than once. Lastly, Member DeSart questioned if there are plans to expand the Public Defender's Office. Public Defender York commented that he hopes to increase his staff over the next few years.

13. NEW BUSINESS

No new business was offered.

14. ADJOURNMENT

Member Ozog moved, seconded by Member Chaplin to adjourn the meeting at 8:43 AM. The next meeting is scheduled for Tuesday, April 4, 2023 at 8:00 AM.



Budget Transfer

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 23-1293

Agenda Date: 4/4/2023

Agenda #: 6.A.

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 5000
Company #

IVPA GRANTS
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
6000	53090		OTHER PROFESSIONAL SERVICES	\$ 2,050.00	22,750.00	20,700.00	3/16/23
Total				\$ 2,050.00			

To: 5000
Company #

IVPA GRANTS
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
6000	52100		I.T. EQUIPMENT-SMALL VALUE	\$ 1,274.00	0	1,274.00	3/16/23
6000	53800		PRINTING	\$ 700.00	480.00	1,180.00	3/16/23
6000	53806		SOFTWARE LICENSES	\$ 76.00	1.00	77.00	3/16/23
Total				\$ 2,050.00			

Reason for Request:

To reclass grant categories to reflect the budget revisions approved by the county board and state grant agency.

Signature on file

Department Head 
Chief Financial Officer

3/14/23
Date
3/20/23
Date

Activity

322318
(optional)

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

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____		Released & Posted By/Date _____	

JPS- 4/4/23

FIN/CB- 4/11/23



Budget Transfer

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 23-1294

Agenda Date: 4/4/2023

Agenda #: 6.B.

**DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022**

From: 1000
Company #

SHERIFF ADMINISTRATION
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
4400	53090		OTHER PROFESSIONAL SERVICES	\$ 19,001.00	344,406.18	325,405.18	3/14/23
Total				\$ 19,001.00			

To: 1000
Company #

SHERIFF ADMINISTRATION
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
4400	54200		LEASE RIGHT-OF-USE ASSET	\$ 19,001.00	464,400.00	483,401.00	3/14/23
Total				\$ 19,001.00			

Reason for Request:

Purchase of 6 Axon Fleet in car camera systems not budgeted for

Signature on file

Department Head

Chief Financial Officer

3/14/2023
Date
3/14/23
Date

Activity

(optional)

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

Finance Department Use Only

Fiscal Year 23 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

JPS - 4/4/23

FIN/CB - 4/11/23



Budget Transfer

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 23-1295

Agenda Date: 4/4/2023

Agenda #: 6.C.

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 5000
Company #

TITLE IV-D PROGRAM GRANTS
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
6570	51010		EMPLOYER SHARE I.M.R.F.	\$ 12,000.00	146,731.59	134,731.59	3/15/23
6570	53090		OTHER PROFESSIONAL SERVICES	\$ 15,400.00	63,489.00	48,059.00	3/15/23
Total				\$ 27,400.00			

To: 5000
Company #

TITLE IV-D PROGRAM GRANTS
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
6570	50000		REGULAR SALARIES	\$ 26,000.00	1,153,731.49	1,179,731.49	3/15/23
6570	51030		EMPLOYER SHARE SOCIAL SECURITY	\$ 200.00	89,294.54	89,494.54	3/15/23
6570	51040		EMPLOYEE MED & HOSP INSURANCE	\$ 1,200.00	262,902.33	264,102.33	3/15/23
Total				\$ 27,400.00			

Reason for Request:

Realign grant budget to account for anticipated future payroll expenses which increased due to COLA & merit increases.

Signature on file

Department Head

Chief Financial Officer

3/15/2023

Date

3/10/23

Date

Activity

2021-55-013-Y23
(optional)

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

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

JPS- 4/14/23

FIN/CB- 4/11/23



Judicial/Public Safety Requisition \$30,000 and Over

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: JPS-P-0051-23

Agenda Date: 4/4/2023

Agenda #: 7.A.

AWARDING RESOLUTION ISSUED TO
AXON ENTERPRISE, INC.
FOR 6 AXON FLEET IN-CAR CAMERA SYSTEMS
FOR THE SHERIFF'S OFFICE
(CONTRACT TOTAL AMOUNT \$95,000)

WHEREAS, an agreement has been negotiated according to County Board policy; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Axon Enterprise, Inc., for 6 Axon fleet in-car camera systems, for the period of May 1, 2023 through April 30, 2028, for the Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that said contract for 6 Axon fleet in-car camera systems, for the period of May 1, 2023 through April 30, 2028, for the Sheriff's Office be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Axon Enterprise, Inc., 17800 N 85th St Scottsdale, AZ 85255, for a contract total amount of \$95,000.

Enacted and approved this 11th of April, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-1243	RFP, BID, QUOTE OR RENEWAL #: Q-465959-44993.890JB	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$95,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 04/04/2023	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$95,000.00
	CURRENT TERM TOTAL COST: \$19,000.04	MAX LENGTH WITH ALL RENEWALS: FIVE YEARS*	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Axon Enterprise Inc	VENDOR #:	DEPT: Sheriff	DEPT CONTACT NAME: Dan Bilodeau
VENDOR CONTACT: Julie Bosack	VENDOR CONTACT PHONE: 312-576-2829	DEPT CONTACT PHONE #: 630-407-2402	DEPT CONTACT EMAIL: dan.bilodeau@dupagesheriff.org
VENDOR CONTACT EMAIL: jbosack@axon.com	VENDOR WEBSITE: axon.com	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Initial purchase of 6 Axon Fleet in-car camera system for a total of \$95,000 over a 5 yr period. This is being purchased in compliance with with county's Sourcwell purchasing agreement.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Initial trial of 6 Axon Fleet Camera systems for possible replacement of the current Watchguard system. Axon Fleet works seamlessly with the Axon BWCs and Taser 7 Devices. All evidence will be uploaded from these devices together to evidence.com			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING	

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. Axon Fleet was selected as a replacement in car camera system due to the compatibility with the current use of Axon Body Worn Cameras, Axon Taser 7 devices, and Axon's evidence.com evidence storage systems. All of these units work seamlessly with each other for activation and evidence collection.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). Current camera systems are becoming dated and will need repair/replacement. This replacement option, purchased under Joint Purchasing, allows for seamless integration with current systems and allows for storage of video and audio evidence to be housed in one secure location. There are no other in-car systems that work with evidence.com, our current Body Worn Camera's or the Taser 7 device.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Axon Enterprises Inc	Vendor#:	Dept: Sheriff	Division: Budget
Attn: Julie Bosack	Email: jbosack@axon.com	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: 17800 N 85th St	City: Scottsdale	Address: 501 N County Farm	City: Wheaton
State: AZ	Zip: 85255	State: IL	Zip: 60187
Phone: 800-978-2737	Fax:	Phone: 630-407-2122	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Axon Enterprises, Inc	Vendor#:	Dept: Sheriff	Division: Admin
Attn: Julie Bosack	Email: jbosack@axon.com	Attn: Daniel Bilodeau	Email: dan.bilodeau@dupagesheriff.org
Address: 17800 N 85th St	City: Scottsdale	Address: 501 N County Farm Rd	City: Wheaton
State: AZ	Zip: 85255	State: IL	Zip: 60187
Phone: 800-978-2737	Fax:	Phone: 630-407-2402	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 1, 2023	Contract End Date (PO25): Apr 30, 2028
Contract Administrator (PO25):			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		6-Fleet 3 Advanced, Fleet Ant, Airgain 7-n-1, Cradle point +5yr net cloud	FY23	1000	4400	54200		19,000.04	19,000.04
2	1	EA		6-Fleet 3 Advanced, Fleet Ant, Airgain 7-n-1, Cradle point +5yr net cloud	FY24	1000	4400	54200		18,999.99	18,999.99
3	1	EA		6-Fleet 3 Advanced, Fleet Ant, Airgain 7-n-1, Cradle point +5yr net cloud	FY25	1000	4400	54200		18,999.99	18,999.99
4	1	EA		6-Fleet 3 Advanced, Fleet Ant, Airgain 7-n-1, Cradle point +5yr net cloud	FY26	1000	4400	54200		18,999.99	18,999.99
5	1	EA		6-Fleet 3 Advanced, Fleet Ant, Airgain 7-n-1, Cradle point +5yr net cloud	FY27	1000	4400	54200		18,999.99	18,999.99
FY is required, assure the correct FY is selected.										Requisition Total	\$ 95,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☒ W-9 ☒ Vendor Ethics Disclosure Statement

Letter of Agreement To Extend the Contract

Between

Axon Enterprise Inc.
17800 N. 85th St.
Scottsdale, AZ 85255


And

Sourcwell
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and Sourcwell have entered into an Agreement (Contract #010720-AXN) for the procurement of Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories. This Agreement has an expiration date of February 21, 2024, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcwell and Sourcwell's members. The Vendor and Sourcwell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on February 21, 2025. All other terms and conditions of the Agreement remain in force.

Sol DocuSigned by:

By:  C0FD2A139D06489..., Its: Director of Operations & Procurement/CPO

Name printed or typed: Jeremy Schwartz

Date 11/3/2022 | 10:43 AM CDT

Axo DocuSigned by:

By:  33DAEBB101A424..., Its: VP, Associate General Counsel

Name printed or typed: Robert E. Driscoll, Jr.

Date 11/3/2022 | 10:38 AM MST

**Solicitation Number: RFP#010720****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Axon Enterprise Inc.**, 17800 N. 85th St., Scottsdale, AZ 85255 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 21, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcwell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcwell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcwell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree 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 must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Signature on File
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 2/19/2020 | 7:59 PM CST

Axon Enterprise Inc.

DocuSigned by:
By: Signature on File
Matt Miorstad
Title: VP of Sales Operations
Date: 2/25/2020 | 5:19 PM CST

Approved:

DocuSigned by:
By: Signature on File
Chad Coauette
Title: Executive Director/CEO
Date: 2/19/2020 | 8:03 PM CST



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-465959-44993.890JB

Issued: 03/08/2023

Quote Expiration: 05/31/2023

Estimated Contract Start Date: 06/01/2023

Account Number: 112375

Payment Terms: N30

Delivery Method:

SHIP TO

Dupage Co. Sheriff's-501 N County Farm Rd
 501 N County Farm Rd
 Wheaton, IL 60187-3942
 USA

BILL TO

Dupage County Sheriff's Office
 501 N County Farm Rd
 Wheaton, IL 60187-3942
 USA
 Email:

SALES REPRESENTATIVE

Julie Bosack
 Phone: 312-576-2829
 Email: jbosack@axon.com
 Fax:

PRIMARY CONTACT

Dan Bilodeau
 Phone: (630) 407-2402
 Email: dan.bilodeau@dupagesheriff.org
 Fax: (630) 407-2258

Quote Summary

Program Length	60 Months
TOTAL COST	\$95,000.00
ESTIMATED TOTAL W/ TAX	\$95,000.00

Discount Summary

Average Savings Per Year	\$4,845.68
TOTAL SAVINGS	\$24,228.40

Payment Summary

Date	Subtotal	Tax	Total
May 2023	\$19,000.04	\$0.00	\$19,000.04
May 2024	\$18,999.99	\$0.00	\$18,999.99
May 2025	\$18,999.99	\$0.00	\$18,999.99
May 2026	\$18,999.99	\$0.00	\$18,999.99
May 2027	\$18,999.99	\$0.00	\$18,999.99
Total	\$95,000.00	\$0.00	\$95,000.00

Quote Unbundled Price:	\$119,228.40
Quote List Price:	\$111,733.20
Quote Subtotal:	\$95,000.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3A	Fleet 3 Advanced	6	60	\$275.39	\$254.57	\$208.09	\$74,912.00	\$0.00	\$74,912.00
A la Carte Hardware									
100146	CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	6			\$2,999.00	\$2,999.00	\$17,994.00	\$0.00	\$17,994.00
100145	FLEET ANT, AIRGAIN, 7-IN-1, 4LTE/5G, 2WIFI, 1GNSS, WH	6			\$349.00	\$349.00	\$2,094.00	\$0.00	\$2,094.00
Total							\$95,000.00	\$0.00	\$95,000.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	6	05/01/2023
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	6	05/01/2023
Fleet 3 Advanced	72048	FLEET SIM INSERTION, ATT	6	05/01/2023
A la Carte	100145	FLEET ANT, AIRGAIN, 7-IN-1, 4LTE/5G, 2WIFI, 1GNSS, WH	6	05/01/2023
A la Carte	100146	CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	6	05/01/2023
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	6	05/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	6	06/01/2023	05/31/2028
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	6	06/01/2023	05/31/2028
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	6	06/01/2023	05/31/2028
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	12	06/01/2023	05/31/2028

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	6

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	6	06/01/2023	05/31/2028
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	6	05/01/2024	05/31/2028

Payment Details

May 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100145	FLEET ANT, AIRGAIN, 7-IN-1, 4LTE/5G, 2WIFI, 1GNSS, WH	6	\$418.80	\$0.00	\$418.80
Year 1	100146	CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	6	\$3,598.80	\$0.00	\$3,598.80
Year 1	Fleet3A	Fleet 3 Advanced	6	\$14,982.44	\$0.00	\$14,982.44
Total				\$19,000.04	\$0.00	\$19,000.04

May 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100145	FLEET ANT, AIRGAIN, 7-IN-1, 4LTE/5G, 2WIFI, 1GNSS, WH	6	\$418.80	\$0.00	\$418.80
Year 2	100146	CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	6	\$3,598.80	\$0.00	\$3,598.80
Year 2	Fleet3A	Fleet 3 Advanced	6	\$14,982.39	\$0.00	\$14,982.39
Total				\$18,999.99	\$0.00	\$18,999.99

May 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100145	FLEET ANT, AIRGAIN, 7-IN-1, 4LTE/5G, 2WIFI, 1GNSS, WH	6	\$418.80	\$0.00	\$418.80
Year 3	100146	CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	6	\$3,598.80	\$0.00	\$3,598.80
Year 3	Fleet3A	Fleet 3 Advanced	6	\$14,982.39	\$0.00	\$14,982.39
Total				\$18,999.99	\$0.00	\$18,999.99

May 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100145	FLEET ANT, AIRGAIN, 7-IN-1, 4LTE/5G, 2WIFI, 1GNSS, WH	6	\$418.80	\$0.00	\$418.80
Year 4	100146	CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	6	\$3,598.80	\$0.00	\$3,598.80
Year 4	Fleet3A	Fleet 3 Advanced	6	\$14,982.39	\$0.00	\$14,982.39
Total				\$18,999.99	\$0.00	\$18,999.99

May 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100145	FLEET ANT, AIRGAIN, 7-IN-1, 4LTE/5G, 2WIFI, 1GNSS, WH	6	\$418.80	\$0.00	\$418.80
Year 5	100146	CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	6	\$3,598.80	\$0.00	\$3,598.80
Year 5	Fleet3A	Fleet 3 Advanced	6	\$14,982.39	\$0.00	\$14,982.39
Total				\$18,999.99	\$0.00	\$18,999.99

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

3/8/2023





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: Mar 20, 2023

Bid/Contract/PO #:

Company Name: Axon Enterprise, Inc.	Company Contact: Contracts Department
Contact Phone: 800-978-2737	Contact Email: contracts@axon.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

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

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	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 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

55DAEBB131A4424

Printed Name

Robert E. Driscoll, Jr.

Title

VP, Assoc. General Counsel

Date

3/20/2023 | 8:51 AM MST

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



Judicial/Public Safety Change Order with Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: JPS-CO-0003-23

Agenda Date: 4/4/2023

Agenda #: 8.A.

AMENDMENT TO PURCHASE ORDER 6183-0001 SERV
ISSUED TO BOND, DICKSON & ASSOCIATES
FOR LEGAL SERVICES
FOR THE COUNTY CLERK'S OFFICE
(INCREASE NOT TO EXCEED \$100,000)

WHEREAS, Purchase Order 6183-0001 SERV was issued on December 1, 2022 to Bond, Dickson and Associates to provide legal services related to representation in matters related to the specialized areas of election law; and

WHEREAS, the Judicial and Public Safety Committee recommends a change order to amend Purchase Order 6183-0001 SERV, to increase the current estimated cost of ongoing legal representation to the Clerk's Office in the amount of \$100,000.

NOW, THEREFORE BE IT RESOLVED, that County Board adopts the Change Order increasing Purchase Order 6183-0001 SERV, issued to Bond, Dickson & Associates, in an amount of \$100,000, for the County Clerk's Office, resulting in an amended purchase order total amount not to exceed \$200,000, an increase of 100.00%.

Enacted and approved this 11th day of April, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Mar 29, 2023

MinuteTraq (IQM2) ID #: 23-1357

Purchase Order #: 6183-0001 SERV	Original Purchase Order Date: Dec 1, 2022	Change Order #: 2	Department: State's Attorney
Vendor Name: BOND, DICKSON & ASSOC PC		Vendor #: 11210	Dept Contact: Lisa Smith
Background and/or Reason for Change Order Request:	The Bond, Dickson & Associates law firm was previously appointed as Special Assistant State's Attorneys to provide legal representation in election law matters. Bond Dickson continues to provide representation in general election law matters, as well as the following ongoing cases: Case No. 2023 MR 53, Case No. 2022 CH 220, and Case No. 2021 MR 548. Increase PO amount by \$100,000.		
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		
A	Starting contract value	\$100,000.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$100,000.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$100,000.00
E	New contract amount (C + D)	\$200,000.00
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: _____

☐ 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 \geq \$2,500.00, or \geq 10%, of current contract amount ☐ Funding Source _____

☐ OTHER - explain below:

--

LAS	8206	Mar 29, 2023	LAS	8206	Mar 29, 2023
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		



Decision Memo

Procurement Services Division

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

Date: Mar 29, 2023

MinuteTraq (IQM2) ID #: 23-1357

Department Requisition #: _____

Requesting Department: State's Attorney	Department Contact: Lisa Smith
Contact Email: Lisa.Smith@dupageco.org	Contact Phone: 630-407-8206
Vendor Name: BOND, DICKSON & ASSOC, P.C.	Vendor #: 11210

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

Bond, Dickson and Associates continues to provide ongoing representation in general election law matters, as well as the following ongoing cases: Case No. 2023 MR 53, Case No. 2022 CH 220, and Case No. 2021 MR 548.

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

Bond, Dickson and Associates will continue to provide the County Clerk with representation in matters related to the specialized area of election law. The State's Attorney is familiar with Bond Dickson's expertise in these matters and has been satisfied with the firm's performance.

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.

Bond, Dickson and Associates continues to provide representation in legal matters not originally contemplated at the start of their work.

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

Bond, Dickson & Associates was previously appointed as Special Assistant State's Attorneys.

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

N/A

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

Increase purchase order by \$100,000 for a new purchase order amount not to exceed \$200,000.