

DU PAGE COUNTY

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

Judicial and Public Safety Committee Final Regular Meeting Agenda

Tuesday, May 2, 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. <u>23-1675</u>

Judicial and Public Safety Committee - Regular Meeting - Tuesday, April 18, 2023.

6. BUDGET TRANSFERS

6.A. **23-1676**

Transfer of funds from account nos. 5000-4510-53090 (other professional services) and 5000-4510-53300 (repair and maintenance facilities) to account nos. 5000-4510-50010 (overtime), 5000-4510-51010 (employer share IMRF), 5000-4510-51030 (employer share social security) and 5000-4510-52200 (operating supplies and materials) in the amount of \$16,000 for the following reason: The estimates for the construction of a new doorway came in significantly over what had been budgeted in the grant application, so the construction project was cancelled. The estimate for a QAS audit is less than what had been originally budgeted. The funds from these two categories will be moved to overtime (personnel) and supplies. (Sheriff's Office)

6.B. **23-1677**

Transfer of funds from account no. 1300-4130-53828 (contingencies) to account nos. 1300-4130-42107 (county gas sales) and 1300-4130-42048 (auto repair fee) in the amount of \$6,000 to cover the expenses of gasoline and repairs for county vehicles utilized by county employees for the Coroner's Office. (Coroner's Office)

7. ACTION ITEMS

7.A. **23-1643**

Approval of an extension to the contract issued to Journal Technologies, Inc. (PO 2846), for a new contract end date of September 30, 2024. No change in contract dollar amount. (Public Defender's Office)

8. GRANTS

8.A. **23-1678**

GPN-023-23: Donated Funds Initiative Grant PY24 - Illinois Department of Human Services - U.S. Department of Health and Human Services - \$77,339. (State's Attorney Office/Children's Center)

9. INFORMATIONAL

9.A. **23-1679**

Informational - Pursuant to FI-O-0056-22 and DT-R-0306B-22, one (1) vehicle replacement purchase order for FY2023 for the State's Attorney Office has been issued through Friendly Ford, Inc. in the amount of \$31,091.26. (State's Attorney Office)

10. OLD BUSINESS

11. NEW BUSINESS

12. ADJOURNMENT

Minutes



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



DU PAGE COUNTY

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Judicial and Public Safety Committee Final Summary

Tuesday, April 18, 2023

8:00 AM

County Board Room

1. CALL TO ORDER

8:00 AM meeting was called to order by Chair Lucy Evans at 8:02 AM.

2. ROLL CALL

Other Board Members present: Member Kari Galassi, Member Paula Garcia and Member 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), Paul Bruckner (State's Attorney Office), Lisa Smith (State's Attorney Office), Barb Reynolds (State's Attorney Office), Jeff York (Public Defender), Craig Dieckman (Director, Office of Homeland Security and Emergency Management), Jason Blumenthal (Policy and Program Manager), Evan Shields (County Board Public Information Officer), Jeff Martynowicz (Chief Financial Officer), Valerie Calvente (Procurement), Claire Dragovich (Director, Crime Laboratory), James Mendrick (Sheriff), Edmond Moore (Undersheriff), Robert Carroll (Sheriff's Office Public Information Officer), Jim Gunther (Westmont Police Chief and Chairman of MERIT Board of Directors) and members of the MERIT Executive Team.

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

3. PUBLIC COMMENT

No public comment was offered.

4. CHAIR REMARKS - Chair Evans

Chair Evans introduced Jim Gunther, Westmont Police Chief and Chair of the Board of Directors of MERIT (Metropolitan Emergency Response Investigations Team) and members of the MERIT team. She then invited Chief Gunther to deliver his MERIT presentation to the Committee.

5. PRESENTATION

5.A. MERIT (Metropolitan Emergency Response Investigations Team) - Westmont Police Chief Jim Gunther

Jim Gunther, Chairman of MERIT and Westmont Police Chief, presented to the Committee an overview of MERIT which is a multi-jurisdictional task force comprised of 36 DuPage County agencies. MERIT, which has been in existence for almost four years, is the only task force of its kind and is comprised of specially trained law enforcement officers. It is a collaboration of three Operations Sections: Tactical, Special and Investigative. Included within these three sections are 14 specific areas of expertise. Chairman Gunther briefly explained each of these areas. He then went on to inform the Committee of some upcoming changes within MERIT's command structure. Chief Gunther stressed the importance of shared services and interoperability which results in the County's law enforcement agencies working very well together.

At this time, State's Attorney Robert Berlin shared information on how MERIT, since it's inception in August of 2019, has made an impact in assisting his office with prosecuting cases.

Chairman Gunther then spoke briefly about MERIT's two Bearcat vehicles and the recent dedication of them. In addition, he mentioned that a Command Vehicle is currently being built and upon completion will be added to their fleet.

In closing, Chairman Gunther thanked the Committee for inviting him to speak today.

Questions were asked by Members DeSart, Chaplin and Ozog to which Chairman Gunther responded.

Following the presentation, Chair Evans recognized two members of the MERIT team who have recently retired: Roselle Police Chief and MERIT Treasurer Steve Herron along with Law Enforcement Bureau Chief Robert Toerpe from the DuPage County Sheriff's Office. She thanked them both for their dedication to public safety.

At this time, Chair Evans and Member Grant Eckhoff presented each of the MERIT team members with a Certificate of Appreciation on behalf of Chair Deborah Conroy to recognize their contributions to enhancing the quality of life for all DuPage County residents through their collaborative efforts. Those receiving awards included: Chairman Jim Gunther, Westmont Police Chief; Vice-Chairman Brian Cunningham, Woodridge Police Chief; Immediate Past Chairman Ray Turano, Warrenville Police Chief (Ret.); Secretary Bill Holmer, Carol Stream Police Chief; Treasurer Tim Roberts, Wayne Police Chief; DuPage County Sheriff James Mendrick; DuPage County State's Attorney Robert Berlin; DuPage Chiefs Liaison John Madden, Burr Ridge Police Chief; MERIT Coordinator Dan Bilodeau, Deputy Chief - DuPage County Sheriff's Office; Deputy Coordinator-Investigative Operations Tom Stefanson, Woodridge Deputy Police Chief; Deputy Coordinator-Special Operations Joe Grage, Lombard Deputy Police Chief and Deputy Coordinator-Tactical Operations Colin Fleury, West Chicago Police Chief.

6. APPROVAL OF MINUTES:

6.A. **23-1552**

Judicial and Public Safety Committee Minutes - Regular Meeting - Tuesday, April 4, 2023

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

RESULT: APPROVED
MOVER: Jim Zay
SECONDER: Patty Gustin

7. PROCUREMENT REQUISITIONS

7.A. <u>JPS-P-0052-23</u>

Recommendation for the approval of a contract purchase order to Trinity Services Group, Inc., to provide meals for the inmates and officers in the jail, for the Sheriff's Office, for the period of June 1, 2023 through May 31, 2024, for a contract total amount of \$1,225,031; per RFP #23-026-SHF. (Sheriff's Office)

Members Zay, DeSart and Krajewski asked questions regarding why there were not more vendors bidding on this contract. Valerie Calvente from Procurement responded. Member DeSart inquired whether or not Trinity Services Group had a backup plan in the event they are not able to provide services. Ms. Calvente confirmed that Trinity does have a backup plan in place. Chair Evans further commented that DuPage County has had the same contract for the last four years. In that time, the cost per meal has increased which she attributes to inflation, labor shortages and an increase in the inmate population. Policy and Program Manager Jason Blumenthal then informed the Committee that this is a not to exceed contract and may possibly come in under the total amount of the contract. The motion was approved on a voice vote, all "ayes".

RESULT: APPROVED AND SENT TO FINANCE

MOVER: Mary Ozog
SECONDER: Patty Gustin

8. BUDGET TRANSFERS

8.A. <u>23-1553</u>

Transfer of funds from account no. 1000-4402-53090 (other professional services) to account no. 1000-4402-52000 (furniture/machinery/equipment small value) in the amount of \$5,000 for the purchase of 44 chairs for the Crisis Intervention Training room. (Sheriff's Office)

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

RESULT: APPROVED

MOVER: Jim Zay

SECONDER: Liz Chaplin

8.B. **23-1554**

Transfer of funds from account no. 1000-6300-50000 (regular salaries) to account no. 1000-6300-50050 (temporary salaries) in the amount of \$70,300 for additional temporary legal intern's salaries for the Spring and Summer. (Public Defender's Office)

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

RESULT: APPROVED

MOVER: Mary Ozog

SECONDER: Yeena Yoo

8.C. **23-1555**

Transfer of funds from account nos. 5000-6192-50000 (regular salaries), 5000-6192-51010 (employer share IMRF), and 5000-6192-51030 (employer share social security) to account nos. 5000-6192-51040 (employee medical and hospital insurance), 5000-6192-53070 (medical services), 5000-6192-52000 (furniture/machinery/equipment small value), 5000-6192-52200 (operating supplies and materials), and 5000-6192-53830 (other contractual expenses) in the amount of \$10,618 to offset salaries and benefits to cover the increased cost of treatment services, for furniture and small equipment, operating supplies, and other contractual expenses to line up with the grant budget supplemental funding per the grant authority, per Activity Code 192301. (Probation and Court Services)

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

RESULT: APPROVED

MOVER: Jim Zay

SECONDER: Liz Chaplin

9. GRANTS

9.A. **23-1556**

GPN-021-23: FY23 Formula DNA Capacity Enhancement for Backlog Reduction (CEBR) Program – US Department of Justice Bureau of Justice Assistance - \$395,280. (Sheriff's Office)

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

RESULT: APPROVED AND SENT TO FINANCE

MOVER: Liz Chaplin SECONDER: Jim Zay

10. TRAVEL

10.A. **23**-1557

Authorization is requested for one Coordinator from the DuPage Office of Homeland Security and Emergency Management (OHSEM) to attend an all-day workshop on April 26, 2023 hosted by the Illinois Law Enforcement Alarm System (ILEAS) to issue and

train on new equipment. DuPage OHSEM is the host agency for ILEAS communications assets ITECS 4. ILEAS is providing lodging for this Coordinator on the night prior to the workshop. Breakfast is included at the hotel and ILEAS is providing lunch during the workshop. Other than gas reimbursement in the amount of \$50, there is no cost to DuPage County. (Office of Homeland Security and Emergency Management)

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

RESULT: APPROVED AT COMMITTEE

MOVER: Liz Chaplin SECONDER: Brian Krajewski

10.B. **23-1558**

Authorization is requested for one Reservist from the DuPage Office of Homeland Security and Emergency Management (OHSEM) to attend an all-day workshop on April 26, 2023 hosted by the Illinois Law Enforcement Alarm System (ILEAS) to issue and train on new equipment. DuPage OHSEM is the host agency for ILEAS communications assets ITECS 4. ILEAS is providing lodging for this Reservist on the night prior to the workshop. Breakfast is included at the hotel and ILEAS is providing lunch during the workshop. There is no cost to DuPage County. (Office of Homeland Security and Emergency Management)

Member Zay asked why it was necessary for these two travel requests to appear on the agenda. Policy and Program Manager Jason Blumenthal and Member Chaplin responded that the travel policy is currently being reviewed.

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

RESULT: APPROVED AT COMMITTEE

MOVER: Liz Chaplin SECONDER: Jim Zay

11. INFORMATIONAL

11.A. **23-1559**

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

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

RESULT: ACCEPTED AND PLACED ON FILE

MOVER: Jim Zay
SECONDER: Liz Chaplin

12. OLD BUSINESS

No old business was offered.

13. NEW BUSINESS

No new business was offered.

14. ADJOURNMENT

With no further business, the meeting was adjourned at 8:45 AM. The next meeting is scheduled for Tuesday, May 2, 2023 at 8:00 A.M.

Budget Transfer



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

 DuPage County, Illinois BUDGET ADJUSTMENT Effective October, 2022

From;				From:		ACKLOG RED PROG unting Unit Name	GRTS	
Accounting Unit	Company # Account	Sub-Account	Title		Amount		ept Use Only e Balance After Transfer	Date of Balance
4510	53090	Jub riccount	OTHER PROFESSIONAL SERVICES	\$	6,000.00	16.000.00	4,000.00	4/13/23
4510	53300		REPAIR & MTCE FACILITIES	\$	10,000.00	10,000.00	8	4/1323
			Total	\$	16,000.00	ļ		
			20		DNA E	ACKLOG RED PROG	GRTS	
To:	5000 Company #			To: Cor	mpany/Account			
Accounting							ept Use Only e Balance	Date of
Unit	Account	Sub-Account	Title		Amount	Prior to Transfer	After Transfer	Balance
4510	50010		OVERTIME	\$	6,071.00	137,052.86	143,123.86	41323
4510	51010		EMPLOYER SHARE I.M.R.F.	\$	668.00	16,914.32	17,582.32	41323
4510	51030		EMPLOYER SHARE SOCIAL SECURITY	\$	464.00	10,516.50	10,980.50	4/13/23
4510	52200		OPERATING SUPPLIES & MATERIALS	\$	8,797.00	343,552.67	352,349.67	41323
			Total	Ś	16,000.00			
	Reason for Req		The estimates for the construction of a new doorway ca application, so the construction project was cancelled. originally budgeted. The funds from these 2 categories w	The est	timate for a Q	AS audit is less that	n what had been	
	Activity	,	(optional) ****Please sign in blue ink on	Chief F	inancial Officer	Wy		4/13/ 4/14/ Date
٢	×		Finance Department Use On					
	Fiscal Year	S Budget Jo	ournal # Acctg Period					
ŧ	Entered By/Dat	е	Released & Posted	By/Date				

JPS-5/2123 FINCE-5/9/23

Budget Transfer



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

File #: 23-1677 Agenda Date: 5/2/2023 Agenda #: 6.B.

DuPage County, Illinois BUDGET ADJUSTMENT Effective October, 2022

Fror		_		From:	Company/Acco	CORONER'S FEE unting Unit Name		
	Company #				, , , ,	•		
ccounting	7						ept Use Only	
Unit	Account	Sub-Account	Title		Amount	Availab Prior to Transfer	le Balance	Date of
4130	53828		CONTINGENCIES				After Transfer	Balance
			CONTINGENCIES	\$	6,000.00	8,000.00	2,000.00	4000
				-				-
				_				-
				-				-
	1	L	Total	\$	6,000.00			
			Total	1	0,000.00			
						CORONER'S FEE		
To	:1300 Company#	5		To: Cor	mpany/Account	ing Unit Name		₹.
	соптрану н					Finance De	pt Use Only	
counting	4		-2Mb-		178		Balance	Date of
Unit	Account	Sub-Account	Title		Amount	Prior to Transfer	After Transfer	Balance
4130	42107		COUNTY GAS SALES	\$	5,000.00	0	5,000.00	420A3
4130	42048		AUTO REPAIR FEE	\$	1,000.00	Ø	1,000.00	42023
		-						
				-				
			Total	\$	6,000.00			
	Reason for Requ							
		To	cover the expenses of gasoline and repairs for county	vehicles ut	ilized by county	employees for our (Office.	
							1	
					74		1	
				:	A	1	n file	
				- SI	gnat	ure o	n tile;	4/20
				Departm	ent Mead I			
					1	/		11/2/10
	Activity			Chief Fin	ancial Officer			41-11
		(op	otional)				3	para
			****please sign in blue ink on	the origina	ıl form****			
_			Finance Department Use On	ly				
ſ	10	V .	The second second					
	iscal Year	Budget Journ						
	iscal Year		nal # Acctg Period Released & Posted					

TPS- 5/2/23 FINCB- 5/9/23

Change Order



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



Date: Apr 24, 2023
MinuteTraq (IQM2) ID #: 23-1597

Purchase Order #	2846-0001 SERV Original Pu Order Date:	rchase Nov 14, 2017	Change Order #: 3	Department: Pub	lic Defender			
Vendor Name: JO	DURNAL TECHNOLOGIES INC.		Vendor #: 27873	Dept Contact: Me	lissa Buckardt			
Background and/or Reason for Change Order Request:	Approval to extend the cont of November 2018 as anticip		_		September 2019 instead			
		IN ACCORDANCE V	VITH 720 ILCS 5/33E-9					
(A) Were not r	easonably foreseeable at the tin	ne the contract was sig	ned.					
(B) The chang	e is germane to the original con	tract as signed.						
(C) Is in the be	(C) Is in the best interest for the County of DuPage and authorized by law.							
		INCREAS	E/DECREASE					
A Starting co	ntract value				\$747,700.00			
B Net \$ chang	ge for previous Change Orders				\$8,375.00			
C Current cor	tract amount (A + B)				\$756,075.00			
D Amount of	this Change Order	Increase [Decrease		\$0.00			
E New contra	ct amount (C + D)				\$756,075.00			
F Percent of o	current contract value this Chang	ge Order represents (D	/ C)		0.00%			
G Cumulative	percent of all Change Orders (B-	+D/A); (60% maximum or	construction contracts)		1.12%			
		DECISION MEN	IO NOT REQUIRED					
Cancel entire	order Clo	se Contract	Contract Extension	(29 days)	Consent Only			
Change budg	et code from:		to:					
Increase/Deci	ease quantity from:	to:	_					
Price shows:		should be:						
Decrease remand close con	J	rease encumbrance close contract	Decrease encur	mbrance 🔲 Ir	ncrease encumbrance			
		DECISION M	EMO REQUIRED					
Increase (grea	iter than 29 days) contract expira	ation from: Nov 30,	2023 to: Sep 30, 2024					
Increase ≥ \$2	500.00, or ≥ 10%, of current con	tract amount Fun	ding Source					
OTHER - expla	in below:							
MB Prepared By (Initial	als) 8303 Phone Ext	Apr 24, 2023	JRY	$\frac{8302}{\text{ral (Initials)}}$	Apr 24, 2023			
Ртерагей ву (тпи	dis) Priorie ext	Date	Recommended for Approv	al (IIIIIais) Priorie	Ext Date			
		REVIEWED B	SY (Initials Only)					
Buyer		Date	Procurement Officer		Date			
Chief Financial Of	ficer		Chairman's Office					
(Decision Memos		Date	(Decision Memos Over \$2	25 (100)	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:	Apr 24, 2023
MinuteTraq (IQ	M2) ID #:	23-1597
Department Requisitio	n #:	

Requesting Department: Public Defender	Department Contact: Jeff York
Contact Email: Jeff.York@dupageco.org	Contact Phone: (630) 407-8302
Vendor Name: Journal Technologies, Inc.	Vendor #: 27873

nequesting Department. I ablie Defender	Department contact. Sen Tork
Contact Email: Jeff.York@dupageco.org	Contact Phone: (630) 407-8302
Vendor Name: Journal Technologies, Inc.	Vendor #: 27873

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

Approval to extend the contract date based on the go live date did not originally start until September 2019 instead of November 2018 as anticipated. Which would extend the contract to September 2024.

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

We did not go live until September 2019 and would need to extend the contract to September 2024.

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Customer Service

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

The implementation of the eDefender case management system has enabled the Public Defender's office to have an efficient tool for the management of client case information and increase productivity by automating manual processes.

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

The Public Defender's Office issued an RFP, with six vendors responding. Staff evaluated written proposals and a large team participated in vendor software demonstrations. After these demonstrations, staff felt strongly that two vendors offered solutions that would fit the department's needs. After speaking with references for each system, it became apparent that Journal Technologies offers the best solution to meet the current and future business needs of the Dupage County Public Defender's Office

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

- 1.We anticipated November 2018 to be our go live date.
- 2. Our go live date did not start until September 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.

The cost is the same, but shifted by one fiscal year.



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

File #: 23-1678 Agenda Date: 5/2/2023 Agenda #: 8.A.

GPN Number: 023-23			Date of Notification:	04/20/202
(Completed by Finance Departmen	t)			(MM/DD/YYYY
Parent Committee Agenda Date	05/02/2023	05/02/2023 Grant Application Due Date:		05/05/202
(Completed by Finance Departmen				(MM/DD/YYY
Name of Grant:	Donated	l Funds Initia	ative Grant PY2	4
Name of Grantor:	Illinois De	epartment o	f Human Servic	es
Originating Entity:	U.S. Departme		n and Human Soates, if Grantor is a pass-t	
County Department: DuPage County State's Attorney - Children's Center				's Center
Department Contact:	Robin Bolto		Manager ext. 8	146
Parent Committee:	Judici	al Public Saf	ety Committe	
Grant Amount Requested:		\$ 77,339	9.00	
Type of Grant:	(Competitive, Continuation,	ontinuation, Formula, Project, Di		 ease Specify)
Is this a new non-recurring Gran	t: Yes	✓ No		
Source of Grant:	√ Fede	ral State	Private	Corporate
If Federal, provide CFDA:93	3.667 If State, p	orovide CSFA: 444	4-80-1213	
	Pa	ge 1 of 5		

 Justify the department's need for this gr 			
This grant reimburses a percentage of allegations of sexual or severe physical	of two employees' salaries	who are responsible for	investigating
 Based on the County's Strategic Plan, who brief explanation. This grant would address the Quality 	of Life Imperative by prov	riding funding for investi	gations and to
provide services to victims of child see a services. So what is the period covered by the grant		obuse in DuPage County. $\frac{07/01/2023}{\text{(MM/DD/YYYY)}} \text{ to:}$	
3.1. If period is unknown, estimate the			
3.1.1 and (MM/YY)	,	roject? (Yes or No)	
4.1. If yes, please identify the Company			
5. If grant is awarded, how is funding recei	ved? (select one):		
5.1. Prior to expenditure of costs (lump5.2. After expenditure of costs (reimbu		t)	

personnel charging time to the grant for
10%.
overed by grant
overed by grant0
s or No):
ts, from what Company-Accounting Unit
No): No
oorary
the grant accounting unit? (Yes or No) he headcount(s) be placed?
co co

6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No)							
	6.3.1. If yes, p	ease answer the following:					
	6.3.1.1.	How many years beyond the grant term?					
	6.3.1.2. What Company-Accounting Unit(s) will be used?						
	6.3.1.3. Total annual salary						
	6.3.1.4.	Total annual fringe benefits					
7.	Does the grant allo	ow for direct administrative costs? (Yes or No)		No			
	7.1. If yes, please answer the following:						
	7.1.1. Total estimated direct administrative costs for project						
	7.1.2. Percent	age of direct administrative costs covered by grant					
	7.1.3. What pe	ercentage of the grant total is the portion covered by the grant					
8.	What percentage	of the grant funding is non-personnel cost / non-direct administra	ative cost?	0%			
9.	Are matching fund	ls required? (Yes or No):		Yes			
	9.1. If yes, please	answer the following:					
	9.1.1. What pe	ercentage of match funding is required by granting entity?		25%			
	9.1.2. What is	the dollar amount of the County's match?	\$25,780	.00			



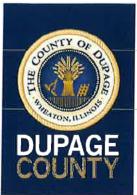
9.1.3.	What Company-Accounting Unit(s) will provide the matching requirement?	1000-6510
10. What amo	ount of funding is already allocated for the project?	\$121,134.00
10.1.	If allocated, in what Company-Accounting Unit are the funds located?	1000-6510
10.2.	Will the project proceed if the funding opportunity is not awarded? (Yes or No)	Yes
11. What is th	e total project cost (Grant Award + Match + Other Allocated Funding)?	\$224,253.00

Informational





File #: 23-1679 Agenda Date: 5/2/2023 Agenda #: 9.A.



DIVISION OF TRANSPORTATION

630-407-6900 Fax: 630-407-6901 dot@dupageco.org

www.dupageco.org/dot

General 630-407-6900

Maintenance 630-407-6920

Permitting 630-407-6900

Trails/Paths 630-407-6900

MEMORANDUM

TO:

Nick Kottmeyer, P.E., Chief Administrative Officer

Jeffrey Martynowicz, Chief Financial Officer

FROM:

Christopher C. Snyder, P.E.

Signature on file

Director of Transportation/County Engineer

DATE:

April 17, 2023

RE:

FY2023 and FY2024 Vehicle Replacements

Attached is the purchase requisition for one (1) vehicle replacement for the States Attorney's Office. To meet the operational needs of this department, this vehicle has been requisitioned pursuant to FI-O-0056-22 and DT-R-0306B-22 approved by the County Board on October 25, 2022. This vehicle has been locally sourced and is available for immediate pick up. I am requesting your signature approvals for the Division of Transportation to process this purchase order for the FY2023 vehicle replacement.

Signature on file Approved Jeffrey Martynowicz Chief Financial Officer	Date:
Signature on file	
Approved	Date: 4/19/23



Procurement Review Comprehensive Checklist Procurement Services Division

This form must accompany all Purchase Order Requisitions

	SECTION 1:	DESCRIPTION	
General Tracking		Contract Terms	
MINUTETRAQ ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$31,091.26
COMMITTEE:	TARGET COMMITTEE DATE:	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$31,091.26
	CURRENT TERM TOTAL COST: \$31,091.26	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Friendly Ford	VENDOR #: 40625	DEPT: States Attorney	DEPT CONTACT NAME: Catherine Hundley
VENDOR CONTACT: Russell J. Crocilla	VENDOR CONTACT PHONE: 630-924-8686	DEPT CONTACT PHONE #: 407-2733	DEPT CONTACT EMAIL: catherine.hundley@dupageco.org
VENDOR CONTACT EMAIL:	VENDOR WEBSITE: www.friendlyford.com	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). The DuPage County vehicle replacement policy requires that a vehicle be in service a minimum of 12 years or have a minimum of 150,000 miles, and/or must be assessed by a mechanic prior to being considered for replacement. This vehicle has been taken out of service due to mechanics assessment.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished

Each year as part of the budget process, the Division of Transportation will assess and recommend vehicles to be replaced for the upcoming fiscal year. Due to supply chain and reduced inventory, the County Board authorized the Division of Transportation to move forward with FY2023 and FY2024 vehicle replacement recommendations as soon as contract orders open.

	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 OTHER THAN LOWEST RESPONSIBI	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required. LE BID

	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. FINANCIAL PLANNING		
SOURCE SELECTION	Describe method used to select source. The Division of Transportation chose Friendly Ford in accordance with the DuPage County Procurement Ordinance - Section 2-355 - Circumstances not suitable for bid (extreme supply chain interruption) and DT-R-0306B-22. Available cooperatives are no longer accepting new vehicle orders. The vehicle being replaced has been taken out of service due to condition and in the interest of user safety. The DOT contacted three (3) vendors for vehicle availability and pricing. Friendly Ford had a vehicle available and competitively priced.		
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). 1. Award a contract to Friendly Ford. This is the recommended option as Friendly Ford has provided pricing competitive to closed cooperatives and other area dealers. The vehicle is immediately available.		



Procurement Review Comprehensive Checklist Procurement Services Division

This form must accompany all Purchase Order Requisitions

	SECTION 1:	DESCRIPTION	
General Tracking		Contract Terms	
MINUTETRAQ ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$31,091.26
COMMITTEE:	TARGET COMMITTEE DATE:	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$31,091.26
	CURRENT TERM TOTAL COST: \$31,091.26	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Friendly Ford	VENDOR #: 40625	DEPT: States Attorney	DEPT CONTACT NAME: Catherine Hundley
VENDOR CONTACT: Russell J. Crocilla	VENDOR CONTACT PHONE: 630-924-8686	DEPT CONTACT PHONE #: 407-2733	DEPT CONTACT EMAIL: catherine.hundley@dupageco.org
VENDOR CONTACT EMAIL:	VENDOR WEBSITE: www.friendlyford.com	DEPT REQ #:	

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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.		

Send	Purchase Order To:	Send Invoices To:	
Vendor: Friendly Ford	Vendor#: 40625	Dept: Division of Transportation	Division: DOT Finance
Attn: Russell J. Crocilla	Email:	Attn:	Email: DOTFinance@dupageco.org
Address: 333 E. Irving Park Road	City: Roselle	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60172	State:	Zip: 60187
Phone: 630-824-8686	Fax:	Phone: 630-407-6900	Fax: 630-407-6901
Ser	nd Payments To:	Ship to:	
Vendor: same as above	Vendor#:	Dept: Division of Transportation	Division: Fleet Maintenance
Attn:	Email:	Attn: William Bell	Email: william.bell@dupageco.org
Address:	City:	Address: 180 N. County Farm Road	City: Wheaton
State:	Zip:	State:	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Mar 17, 2023	Contract End Date (PO25): Nov 30, 2024

Form under revision control 01/27/2022

27

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.		
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Send Purchase Order To:		Send Invoices To:	
Vendor: Friendly Ford	Vendor#: 40625	Dept: Division of Transportation	Division: DOT Finance
Attn: Russell J. Crocilla	Email:	Attn:	Email: DOTFinance@dupageco.org
Address: 333 E. Irving Park Road	City: Roselle	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60172	State:	Zip: 60187
Phone: 630-824-8686	Fax:	Phone: 630-407-6900	Fax: 630-407-6901
Se	nd Payments To:	Ship to:	
Vendor: same as above	Vendor#:	Dept: Division of Transportation	Division: Fleet Maintenance
Attn:	Email:	Attn: William Bell	Email: william.bell@dupageco.org
Address:	City:	Address: 180 N. County Farm Road	City: Wheaton
State:	Zip:	State:	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Mar 17, 2023	Contract End Date (PO25): Nov 30, 2024

Form under revision control 01/27/2022 28

					Purcha	se Requis	ition Lin	e Details			
LN	Qty	иом	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Ford Escape	FY23	6000	1161	54120	6500	31,091.26	31,091.26
FY is required, assure the correct FY is selected. Requisition Total							\$ 31,091.26				

	Comments					
HEADER COMMENTS	Provide comments for P020 and P025. (1) Ford Escape for the DuPage County States Attorney's Department.					
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Vehicle Replacement Schedule FY2023 - Ford Escape					
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Per Bill of Sale Email copy of PO to DOTFinance@dupageco.org; william.bell@dupageco.org; catherine.hundley@dupageco.org					
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



Required Vendor Ethics Disclosure Statement

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

	Date.	Mar 17, 202
Bid/Contract/PO #:		

		_
Company Name: Friendly Ford, Inc.	Company Contact: Russ Crocilla	
Contact Phone: 630-924-8686	Contact Email: rcrocilla@friendlyford.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

Recipient	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 lobby ists, 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	N	ONE	(cl	heck t	rere)	- If no	contacts	have	bee	n ma	de
٠,											

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 Signat	Signature on file	
Printed Name	Russ Crocilla	
Title	Sale's	
Date	Mar 17, 2023	

Attach additional sheets if necessary. Sign each sheet and number each page. Page______ of ____ (total number of pages

FRIENDLY FORD, INC. 333 E IRVING PARK RD ROSELLE IL 60172 630-924-8686

RETAIL PURCHASE AGREEMENT	CUST#: 10419 Deal Number: 2534			
Purchaser's Name(s): DUPAGE COUNTY HIGHWAY DEPT.	Date: 03/17/202			
Address: 421 N COUNTY FARM RD WHEATON, IL 60187	County: DUPA			
Telephone (1):Telephone (2):		<u> </u>		
E-mail: William.Bell@dupageco.org		. D		
authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing Federal Mileage Statement for full disclosure.	you represent that you are at least 18 g is accurate unless indicated otherw	o. Date: <u>N/A</u> Byears of age and have vise. Please refer to the		
YEAR MAKE MODEL 2022 FORD FSCSDS	COLOR STOCK	NO.		
VIN/SERIAL NO. Escape ODOMETER READING	BLACK TJ1478			
1FMCU9G62NUC03757 THE VEHICLE IS: PRIOR USE DISCLOSURE: 60	A ANGELIA ANGE			
DINEW DUSED				
WARRANTY STATEMENT	OTHER			
Any warranties by a manufacturer or supplier other than our Dealership are theirs, <u>not</u> ours and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and applied to the vehicle and the related goods and applied to the vehicle and the related goods and applied to the vehicle and the related goods and applied to the vehicle and the related goods and applied to the vehicle and the vehicle and the related goods are supplied to the vehicle and the vehicle	N/A	30581.00		
limit or modify the implied warranties CONTRACTIVAL DISCUSSION TRANSaction, we may no	t	N/A		
contract. Information on the window form overrides any contrary provisions in the contract of sale. Traducción española: Vea Párrafo 14. This Vehicle is being sold by our posicions in	S	N/A		
AS-IS. You will bear the entire expense of renairing or convention	N/A	N/A		
exist or that may occur in the Vehicle. We expressly disclaim all express and implied warranties, including any implied warranties of merchantability and fitness for a particular purpose. The vehicle is sold AS-IS because:		N/A N/A		
☐ It is a new vehicle. ☐ It is a used vehicle with more than 150,000 miles.	N/A	N/A		
With the attached Power Train Warranty, No. average	N/A	N/A		
Train Warranty is given by Dealership unless a box is marked below indicating that the Vehicle is	Title Fee	155.00		
the Power Train Warranty section below.	N/A	N/A		
☐ With the attached Used Vehicle Limited Warranty. Any implied warranties shall apply for the duration required by State Law or the duration of the Used Vehicle Limited Warranty, whichever is longer.	N/A	N/A		
☐ With a Service Contract between you and <u>N/A</u>	N/A	N/A		
XXN/A	N/A	N/A		
POWER TRAIN WARRANTY	N/A	N/A		
Illinois law requires that this Vehicle will be free of a defect in a power train component for 15 days or 500 miles after delivery, whichever is earlier, except with regard to particular defects disclosed on the first page of this	N/A	N/A N/A		
internal engine parts, oil pan and gaskets, water nump intella markets	N/A	N/A		
shaft, universal joints, rear axle and all rear axle internal parts, drive		N/A		
wheel bearings. You (the consumer) will have to pay up to \$100 for each of the first 2 repairs if the warranty is violated.	N/A	N/A		
XXN/A	N/A	N/A		
WAIVER OF THE IMPLIED WARRANTY OF MERCHANTABILITY FOR PARTICULAR DEFECTS (PLEASE SEE ATTACHED WAIVER)	License Fee	8.00		
Attention Consumer: Sign here only if the seller has told you that this Vehicle has the following problem or problems and you agree to have the	N/A	N/A		
1. N/A	(See Paragraph 12)	347.26		
2. N/A	OPTIONAL ERT FEE			
3. N/A	TOTAL DUE	N/A		
Consumer's Signature(s):	LESS DEPOSIT/DOWN PAYMENT	31091.26		

	ST-556 Sales Tax Transaction Return (For Sales of Vehicles, Watercraft, Aircraft, Transaction (For Sales of Vehicles)	raile	rs, Do not w	rile above this	ine. NS CA	ED RO	TILL 1
	Tax return no.: 962499653 Account ID: 2299-4173 Taxable location no.: 022-0020-1-001 Taxable location name: ROSELLE Dealer's license no.: DL0003 Rev: 05 Form: 016		333 E ROSEL (630)		172		A .
	Enter the purchaser's name and address Name(s) DUPAGE COUNTY HIGHWAY DEPT.			IVIY I COX I	LILITANO CITERANCIS	PH HARRY	.ijOw
		יהיאו	TON		- TI	1001100	CO107
2	Street 421 N COUNTY FARM RD City WH Describe the item sold A Vehicle B Watercraft C Aircraft D Trailer E Mobile Home F	6	Enter the You must 1 Total pr	price, and complete Lin- ice (include acc	State III figure the tax es 1 and 2 even if essories, federal exci- paration, cocumer	(Round 710 tax is se taxes,	l to nearest dollar) s dure »
	■ New Used		and deals	er-reimbursed re	bates or incentives).	n + 1:2 + 1:2:	30,928.00
	Identification no1FMCU9G62NUC03757		2 Total tra 3 Amount	de-in credit or subject to tax	value		0.00
	Year 2022 Make FORD		4 Tax [Lin	e3 X 0.07) (If you made the cation, see the instru-	is sale	
	Body style and model UTILITY/ESCAPE				cauch, see the instructi		V.03
4	Enter the date of delivery O O O O O O O O O O O O O	+)	a. Countb. Cityc. Towns	y 0 ship	ule use tax helow		0.00
MENT HERE	Identification no.	t					
H	Year Make	ē					
MEN	Body style and model						
ATTACH PAY	Exempt or sale to a nonresident If so, check the correct box below, and see instructions for Section 6. A Nonresident purchaser (NOT an out-of-state dealer) see instructions. Drive-away permit no./Lic. plate no. B Sold for resale to a DEALER (Write either the Illinois dealer's Account ID or "Out-of-state dealer")						
	 C Exempt organization (government, school, religious, or charitable) 						
	Tax-exempt no.E 99974551 D Sold to an interstate carrier for hire for use as rolling stock Certificate of authority no.						
	E Sold for rental use Purchaser's account ID no.						
Lie	F Other (describe)						
incl is tr also	der penalfies of perjury, we state that we have examined this return, uding any schedules and statements, and to the best of our knowledge, it us, to a qualified trade-in, we a state of state of the title and surrendered the title	****	not write bato te received b		government	***************************************	ne dictement extensis
of p	Date 03/17/2023		Сору 3 -	Purchaser's			
of S	form US/1/2023						
	is information is required. Failure to provide information may result in this form not being cossed and may result in a penalty.						

DUPAGE COUNTY HIGH	HWAY DEPT.	Deal/Stock No.: TJ1478
ODC	METER DISCLOSURE STATE	
to complete or providing a false sta	able) requires that you state the milea tement may result in fines and/or imp	ge upon transfer of ownership. Failure orisonment.
I, FRIENDLY FORD, INC.		(transferor's name, Print) state that the
odometer now reads 604	(no tenths) miles a	nd to the best of my knowledge that it
reflects the actual mileage of the ve	nicle described below, unless one of	the following statements is checked.
 (1) I hereby certify that to the bin excess of its mechanical 	est of my knowledge the odometer re limits.	eading reflects the amount of mileage
 (2) I hereby certify that the odd WARNING - ODOMETER 	ometer reading is NOT the actual mile DISCREPANCY .	eage.
MAKE	MODEL	BODY TYPE
FORD	Escape	UT
VEHICLE IDENTIFICATION NUMBER		YEAR
1FMCU9G62NUC03757		2022
X TRANSFEROR'S SIGNATURE		
FRIENDLY FORD, INC.		
PRINTED NAME		
333 E IRVING PARK RD TRANSFEROR'S ADDRESS (STREET)		
ROSELLE	il.	00470
CITY	STATE	ZIP CODE
03/17/2023 DATE OF STATEMENT		
X Signature on file		
DUPAGE COUNTY HIGHWAY DEPT.		
PRINTED NAME		
421 N COUNTY FARM RD		
TRANSFEREE'S ADDRESS (STREET)		
WHEATON	IL	60187
CITY	STATE	ZIP CODE

(06/21)





FRIENDLY FORD, INC. 333 E IRVING PARK RD ROSELLE, IL 60172 630-924-8686

AGREEMENT TO ARBITRATE

Customer Name(s): DUPAGE COUNTY HIGHWAY DEPT.	Date: 03/17/2023

Vehicle Description: 2022 FORD Escape 1FMCU9G62NUC03757

By entering into this Agreement to Arbitrate ("Agreement"), Customer(s) and Dealership, including any employees, agents, successors or assigns (collectively referred to as "the Parties") agree, except as otherwise provided in this Agreement, to settle by binding arbitration any dispute whether based in whole or in part on contract, tort, statute, or other equitable relief, including but not limited to any dispute related to (1) the purchase/lease or condition of the above-referenced Vehicle; (2) any products and services purchased in conjunction with the Vehicle and any resulting transaction or relationship; (3) the application for and the terms of any financing obtained in connection with the transaction; (4) any other dispute between them related to the purchase/lease transaction and any documents that are part of the transaction; and/or (5) any alleged promises, representations and/or warranties made to or relied upon by the Parties, and any alleged unfair, deceptive, or unconscionable acts or practices. If federal law provides that a claim or dispute is not subject to binding arbitration, this Agreement to Arbitrate shall not apply to such claim or dispute.

Notwithstanding any other provisions in this Agreement, neither party is precluded from filling a complaint with the Office of Attorney General of this state or from participating in a mediation program administered by the Attorney General or Better Business Bureau. The Parties also agree that they retain any right to self-help or provisional remedies available by law or pursuant to an agreement between them. The Parties also retain the right to seek remedies in a small claims court or equivalent state court for disputes or claims within that court's jurisdiction. Neither Party waives the right to request arbitration under this Agreement by exercising such other rights and remedies or by initially agreeing to litigate a claim in court. If such claim or dispute is transferred, removed or appealed to a different court or if a new claim is asserted after the initial filing of such claim or dispute, the Parties shall have the right to request arbitration under this Agreement. However, once one of the Parties has demanded arbitration, binding arbitration will be the exclusive method for resolving any and all claims.

The Federal Arbitration Act (9 U.S.C. §1 et seq.) ("FAA") shall govern any arbitration under this Agreement. Any dispute between the Parties shall be arbitrated by a single arbitrator on an individual basis, not as a class action. The arbitration shall be conducted by and in accordance with the rules of the American Arbitration Association ("AAA") (1-800-778-7979), 1633 Broadway, 10th Floor, New York, New York 10019 (www.adr.org). "Consumer" claims shall be arbitrated in accordance with the American Arbitration Association's consumer arbitration rules and fee schedule. A copy of the Arbitration Rules may be obtained by visiting the website indicated or by contacting the Organization directly. The Rules in effect at the time the request for arbitration is made will govern. If the AAA will not accept the request to arbitrate, the Parties may agree upon another organization, or the arbitrator shall be selected pursuant to the FAA and conduct the arbitration in accordance with the AAA Rules and this Agreement.

To initiate an arbitration proceeding, the demanding Party must provide the other Party a demand for arbitration that includes a statement of the basis for the dispute, the names and addresses of the Parties involved, and the amount of monetary damages involved and/or any other remedy sought. If an organization other than the AAA will conduct the arbitration of consumer claims (as defined by AAA Consumer Arbitration Rules), the Dealership will advance the Consumer's portion of the filing, administration, service, or case management fee and the hearing or arbitrator fee which exceeds the amount of the AAA Consumer Filing Fee up to a maximum of \$2500 upon request. The amount that the Dealership advances may be reimbursed by the arbitrator at the arbitrator's discretion. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law.

The arbitrator shall be an attorney or retired judge and shall be selected in accordance with the applicable Arbitration Rules. The arbitration hearing shall be held in the federal district where the Dealership is located and the transaction occurred. Any court having jurisdiction may enforce this Agreement and enter judgment on the arbitrator's award. If it is inconvenient for either Party to participate in arbitration proceedings in the district where the Dealership is located, the proceedings shall be held at a mutually convenient location agreed upon by the Parties or as determined by

The arbitrator shall apply and be bound by governing state and federal law when making the decision and award and shall only award those damages or other relief permitted by applicable law. The Parties shall be provided a written decision setting forth the findings of fact and/or conclusions of law. The arbitration proceedings and the decision of the arbitrator shall be open to the public. Nothing in this Agreement shall be interpreted as limiting or precluding the arbitrator from awarding monetary damages or any other relief provided for by law. The Parties agree that by entering into this Agreement, they are expressly waiving their right to a jury trial and their right to bring or participate in any class action or multi-plaintiff action in court or through arbitration. The decision of the arbitrator shall be final and binding, except for any right of appeal provided by the FAA and the Arbitration Rules that governed the original arbitration proceedings. The appealing party shall be responsible for the filing fee and other arbitration appeal costs, subject to a final determination by the arbitrator of a fair apportionment of costs.

If any part of this Agreement, other than waivers of class action rights, shall be declared unenforceable for any reason, the remainder of the Agreement shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been asserted, then the remainder of this Agreement shall be unenforceable. This Agreement shall survive (1) any termination, payoff, assignment, transfer or cancellation of the Retail Purchase/Retail Lease Agreement and/or Retail Installment Sales Contract/Finance Contract, Lease Contract; (2) any repossession of the Vehicle and any legal proceeding to collect a debt owed by the other party; and (3) any bankruptcy proceeding. BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT TO ARBITRATE AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT IS INCORPORATED BY REFERENCE INTO THE RETAIL CONTRACT/LEASE AGREEMENT AND, TO THE EXTENT PERMITTED BY LAW, THE RETAIL INSTALLMENT SALES CONTRACT/FINANCE CONTRACT/LEASE CONTRACT. IF THE RETAIL INSTALLMENT SALES CONTRACT/FINANCE CONTRACT/LEASE CONTRACT. THAT ARBITRATION CLAUSE SHALL GOVERN ANY DISPUTES OR CLAIMS BETWEEN THE PARTIES; IF, HOWEVER, ANY TERM OF THIS AGREEMENT CONFLICTS WITH THE TERMS OF ANY OTHER DOCUMENT OR AGREEMENT BETWEEN THE PARTIES, THE AGREEMENT SHALL PREVAIL. THIS AGREEMENT MAY NOT BE MODIFIED OR AMENDED EXCEPT BY A SEPARATE WRITTEN AGREEMENT SIGNED BY CUSTOMER(S) AND AN AUTHORIZED DEALERSHIP REPRESENTATIVE.

Signature on file	03/17/2023	*	03/17/2023
oddionner.	Date	Authorized Dealership Representative	Date
N/A			

35



FRIENDLY FORD, INC. 333 E IRVING PARK RD ROSELLE, IL 60172 630-924-8686

DEAL# 2534 CUST# 10419

DELIVERY CONFIRMATION

		RD WHEATON I	L 60187		
Home Telephone:		1		Work Telephone:	
Vehicle Description:	2022	FORD	Escape		
	Year	Make	Model	Vehicle Identification Number	r (VIN)
sign a number of doc opportunity to take the of the vehicle to make Representatives of thi	cuments today e vehicle for a e sure it is clea is Dealership a d/or services w	us with respect y in order to co test drive. Plea ir to you and the are not authorized.	to the transacomplete the to the take a more take a more take a more take a make a control to the take a	re your satisfaction with the vehicle and to nation. We recognize that you have been asked ransaction. You should also have been proment now to consider the transaction before as been promised to you that has not been pany oral promises to you. If our Dealership have not been received at the time of deliver	d to review an ovided with the taking deliver out into writing
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