

**VILLAGE OF DOWNERS GROVE  
REPORT FOR THE VILLAGE COUNCIL MEETING  
JULY 17, 2012 AGENDA**

<b>SUBJECT:</b>	<b>TYPE:</b>	<b>SUBMITTED BY:</b>
A resolution to enter into an agreement to establish a database system for the filing of Fire Prevention Reports	✓ Resolution Ordinance Motion Discussion Only	James Jackson, Sr. Fire Chief

**SYNOPSIS**

A resolution has been prepared to enter into an agreement for an electronic database system related to the filing of Fire Prevention required reports.

**STRATEGIC PLAN ALIGNMENT**

The Strategic Goals for 2011-2018 included *Exceptional Municipal Services*.

**FISCAL IMPACT**

N/A

**UPDATE & RECOMMENDATION**

This item was discussed at the July 10, 2012 Village Council meeting. Staff recommends approval on the July 17, 2012 Active Agenda.

**BACKGROUND**

The Life Safety Code, an international code adopted by the Village as part of the Municipal Code, requires owners of commercial properties to annually inspect sprinkler systems, fire alarm systems and other similar systems and devices. The inspections must be conducted by licensed testing companies. The results of the inspections must be submitted to the Village. Staff enters the inspection results into a database which is used for tracking compliance with Village Codes. Currently, the testing companies submit inspection results to the Village in a variety of formats. Staff manually enters the information into the database. To improve the efficiency of this process, staff investigated options for privatizing data entry and managing the database. The cost for this service would be the responsibility of the commercial property owners and their licensed testing companies that perform the inspections.

After investigating several companies that provide this service, staff recommends that the Village enter into a contract with The Compliance Engine, Brycer. Under the terms of the contract, the licensed testing companies would be responsible for entering inspection results directly into a database created by and maintained by Brycer. Key terms of the contract include:

- Brycer shall create and maintain a database that includes all inspection results
- Brycer shall notify the Village of any violations or deficiencies in the inspection results
- Brycer shall charge customers \$10 per year per item
- The term of the agreement is three years
- The Village shall own all data in the database

- The Village can cancel the agreement at any time for any reason with 90 day notice

**ATTACHMENTS**  
Resolution  
Agreement

I:\mw\agenda.12\FirePrev-MMO

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING EXECUTION OF A  
COMPLIANCE ENGINE AGREEMENT BETWEEN  
THE VILLAGE OF DOWNERS GROVE AND BRYCER, LLC**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the “Agreement”), between the Village of Downers Grove (“Village”) and Brycer, LLC (“Brycer”), for an electronic database system “The Compliance Engine” related to filing Fire Prevention required reports, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_  
Village Clerk

## The Compliance Engine Agreement

This Agreement ("Agreement") is made and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between **BRYCER, LLC** ("Brycer") and the **Village of Downers Grove** ("Village").

1. **Term:** Brycer is the owner of a prototype solution referred to as "The Compliance Engine" (the "Solution"), which provides the Village with information in an agreed upon format. Brycer will provide the Village with the Solution for three years, commencing \_\_\_\_\_ (the "Initial Term"). Thereafter, the Term shall automatically renew for successive three year period unless terminated by Brycer or the Village in writing at least 90 days prior to the expiration of the then current Term (each, a "Renewal Term" and together with the Initial Term, the "Term"). Following the expiration or termination of the Term, the Village shall stop using the Solution; provided, however, Brycer shall make available, and the Village shall have the right to download, Client's data from the Solution for a period of 30 days after the expiration or termination of the Term. The Village shall have the right to terminate this Agreement at any time upon a ninety (90) day written notice to Brycer.

2. **Fees:** The Village shall not pay any fees for use of the Solution. The fee of \$10 per apparatus, per premise, per annum, will remain at said fee for the three year term and be paid by inspection, testing and maintenance contractor.

3. **Brycer Responsibilities:** During the Term, Brycer shall be responsible for the following in connection with the Village's use of the Solution:

- **Availability.** Brycer shall make the Solution available to the Village twenty-four (24) hours per day on each business day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by the Village at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide the Village with advance notice of any unscheduled downtime.
- **Service Level.** Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with the Village and access the Solution. Brycer shall respond to telephone calls from the Village within two hours of the call and/or message and all emails from the Village within two hours of the receipt of the email. Customer support hours are from 8:00AM to 6:00PM CST, five business days a week, excluding holidays. The toll free number is 1-855-279-2371. Brycer will assign the Village a dedicated customer representative with direct access to their email, work number and cell phone.
- **Backup.** Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by the Village (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to the Village a complete and secure (i.e. encrypted and appropriately authenticated) download file of the Village data in XML format including all schema and transformation definitions with attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality

and integrity of the Village data. Brycer shall not (a) modify the Village data (b) disclose the Village's data except as required by law.

- **Retention of Information.** Brycer will maintain active all information entered into the database by third party inspectors for at least five (5) years from the time such information is entered into the database. It is expressly understood that Brycer will not destroy any Village information unless directed to do so by the Village in writing.
- **Notices.** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- **Updates and Enhancements.** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to the Village free of any charge or fee.

4. **Village Responsibilities:** During the Term, the Village shall be responsible for the following in connection with the Village's use of the Solution:

- **Operating System.** The Village shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Village's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, the Village must use version Internet Explorer 7.0, Firefox version 3, Chrome 2 or Safari 4 (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- **Training.** The Village shall allow Brycer at the Village's facilities to train all applicable personnel of the Village on the use of the Solution.
- **Information.** The Village shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within Downers Grove for Brycer's initial upload; and (b) quarterly updates in a format acceptable to Brycer in its discretion.
- **Ordinances.** The Village shall take all actions necessary to amend all ordinances, codes, regulations and other applicable laws to require the use of the Solution by third party inspectors.

5. **Restrictions on Use.** The Village shall not copy, distribute, create derivative works of or modify the Solution in any way. The Village agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of the Village; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; and (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution. The Village is responsible for all actions taken by the Authorized Users in connection with the Solution.

6. Proprietary Rights. All right, title and interest in and to the Solution and any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. The Village shall not remove any product identification or notices of such proprietary rights from the Solution. The Village acknowledges and agrees that, except for the limited use rights established hereunder, the Village has no right, title or interest in the Solution, the Derivative Works or the Documentation.

7. Reservation of Rights. Brycer reserves the right, in its sole discretion and with prior written notice to the Village, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to the Village are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.

8. Use of Logos. During the term of this Agreement, Brycer shall have the right to use the Village's logos for the sole purpose of providing the Solution to Client.

9. Confidential Information. Brycer and the Village acknowledge and agree that in providing the Solution, Brycer and the Village, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith. Notwithstanding the foregoing, the parties acknowledge that the Village and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure.

10. Brycer Warranty. Brycer represents and warrants to the Village that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.

11. Disclaimer. All information entered into Brycer's database is produced by third party inspectors and their agents. THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 10, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER

INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 10, AND VILLAGE'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.

12. **Limitation on Damages.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 10, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. THE VILLAGE ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.

13. **Risks Inherent to Internet.** The Village acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. The Village also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. The Village assumes these risks knowingly and voluntarily and indemnifies and holds Brycer harmless from all liability arising from Internet risks and malfunctions. Not in limitation of the foregoing, the Village hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to the Village; (3) the Village's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under the Village's exclusive control.

14. **Breach.** Brycer shall have the right to terminate or suspend this Agreement, and all of the Village's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If the Village cures such breach within thirty (30) days of receiving written notice thereof, Brycer shall restore the Solution and the Village shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.

15. **Illegal Payments.** The Village acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.

16. **Beneficiaries.** There are no third party beneficiaries to the Agreement.

17. **Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.

18. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.

19. **Assignment.** The Agreement may not be assigned or transferred by either party without the prior written consent of the other party and any purported transfer in violation of this section shall be null and void. The Agreement shall be binding upon and inure to the benefit of the parties thereto and their respective successors and representatives.

20. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.

21. **Jurisdiction and Venue.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE IN ILLINOIS AND THAT ARE TO BE WHOLLY PERFORMED IN ILLINOIS WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF ILLINOIS. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE COUNTY OF DUPAGE, STATE OF ILLINOIS. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

22. **Amendment.** The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.



**23. Expiration.** The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

**24. Campaign Disclosure.** Brycer shall execute the Campaign Disclosure Certificate, attached hereto as Exhibit A. The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council. Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/Contractor/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

**25. Patriot Act Compliance.** Brycer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Brycer further represents and warrants to the Village that Brycer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. Brycer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses(including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

**26. Nondiscrimination.** Brycer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) Brycer certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42

U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

27. **Sexual Harassment Policy.** Brycer, as a party to a public contract, shall have a written sexual harassment policy that:

- 14.1.1 Notes the illegality of sexual harassment;
- 14.1.2 Sets forth the State law definition of sexual harassment;
- 14.1.3 Describes sexual harassment utilizing examples;
- 14.1.4 Describes Brycer's internal complaint process including penalties;
- 14.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 14.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

28. **Equal Employment Opportunity.** In the event of Brycer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), Brycer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, Brycer agrees as follows:

That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.

That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

**29. Drug Free Work Place.** Brycer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

Establishing a drug free awareness program to inform employee's about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Contractor's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.

Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction from an employee or otherwise receiving actual notice of such conviction.

Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

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

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**30. Entire Agreement.** The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Compliance Engine Agreement as of the date first above written.

**VENDOR:**

Brycer, LLC  
Company Name

Date: 5-8-12

4355 Weaver Parkway; ste 100  
Street Address of Company

M.RICE@MYBRYCER.COM  
Email Address

Warrentonville, OR 97146  
City, State, Zip

Matthew B. Rice  
Contact Name (Print)

630-413-9511  
Business Phone

312-371-3534  
24-Hour Telephone

630-413-4920  
Fax

Matthew B. Rice  
Signature of Officer, Partner or  
Sole Proprietor

ATTEST: If a Corporation

Matthew B. Rice, CEO  
Print Name & Title

\_\_\_\_\_  
Signature of Corporation Secretary

**VILLAGE OF DOWNERS GROVE:**

\_\_\_\_\_  
Authorized Signature

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Village Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**  
**CAMPAIGN DISCLOSURE CERTIFICATE**

Any contractor, Contractor, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/Contractor/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

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Under penalty of perjury, I declare:

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

Matthew B. Rice  
Signature

Matthew B. Rice  
Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name