



**BOARD OF COMMISSIONERS OF COOK COUNTY  
BOARD OF COMMISSIONERS**

**Cook County Building, Board Room, 118 North Clark Street, Chicago, Illinois**

**New Items Agenda**

**Thursday, February 21, 2019, 10:00 AM**

**Second Set**

**COMMITTEE ITEMS REQUIRING BOARD ACTION**

**VETERANS COMMITTEE  
MEETING OF FEBRUARY 20, 2019**

**19-1234 PROPOSED RESOLUTION** Animal and Rabies Control to Waive the Rabies Vaccination Fee for Cook County Veterans and Residents with Disabilities

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**19-1675**

**Presented by:** F. THOMAS LYNCH, Chief Information Officer, Bureau of Technology

**PROPOSED CONTRACT (TECHNOLOGY)**

**Department(s):** Bureau of Technology

**Vendor:** SHI International Corp., Somerset, New Jersey

**Request:** Authorization for the Chief Procurement Officer to enter into and execute contract

**Good(s) or Service(s):** Countywide software and related services.

**Contract Value:** \$56,000,000.00

**Contract period:** 3/29/2019 - 3/28/2023, with three (3), one-year renewal options

**Potential Fiscal Year Budget Impact:** FY 2019 \$14,000,000, FY 2020 \$14,000,000, FY 2021 \$14,000,000, FY 2022 \$14,000,000.

**Accounts:** Countywide, various capital and operating accounts.

**Contract Number(s):** 1730-16843

**Concurrence(s):**

The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via direct participation

The Chief Procurement Officer concurs.

**Summary:** The Bureau of Technology is requesting authorization for the Chief Procurement Officer to enter into and execute a four-year contract with SHI International Corp. to serve as a software value-added reseller for the County. Through this proposed agreement, SHI International Corp. will provide the

County's mission-critical software products, as well as software maintenance, to all County agencies, and perform related services. This contract will serve as the primary distribution vehicle for common software products used by County staff.

This contract was awarded through a competitive Request for Proposal (RFP) process in accordance with the Cook County Procurement Code. SHI International Corp. was awarded based on established evaluation criteria.

**19-1715**

**Sponsored by:** TONI PRECKWINKLE (President), Cook County Board of Commissioners

**PROPOSED ORDINANCE AMENDMENT**

**AN ORDINANCE** amending certain provisions of Ordinance 16-0686 adopted on the 13th day of January, 2016, to authorize the County to extend and amend an existing agreement for a line of credit with BMO Harris Bank N.A. and to execute any and all documents and take any and all action required to effectuate such amendment

**WHEREAS**, the Board of Commissioners (the "*Board*") of The County of Cook, Illinois (the "*County*"), heretofore adopted on the 13th day of January, 2016, Ordinance 16-0686 entitled, "An Ordinance Authorizing The Execution Of An Agreement For A Line of Credit And Related Documents And The Issuance Of One Or More Promissory Notes In Connection Therewith" (the "*BMO Line of Credit Ordinance*"); and

**WHEREAS**, the BMO Line of Credit Ordinance (1) authorizes the execution and delivery of an agreement for a line of credit to provide funds for the punctual payment of the necessary expenses incurred by the County for its corporate purposes and (2) authorizes the issuance of one or more promissory notes to evidence the obligation to repay the principal of and interest on amounts drawn down by the County under such agreement; and

**WHEREAS**, the County executed that certain Revolving Credit Agreement dated as of February 25, 2016 (the "*Agreement*"), by and between the County and BMO Harris Bank N.A. (the "*Lender*"), and the County issued and delivered to the Lender that certain not to exceed \$100,000,000 General Obligation Note dated February 25, 2016 (the "*Note*"); and

**WHEREAS**, on the date hereof, \$0.00 is drawn and outstanding under the Note; and

**WHEREAS**, the Board has determined that it is in the best interests of the County and its taxpayers and residents to amend the Agreement by amending and restating the applicable rate under the Agreement, extending the commitment termination date of the line of credit pursuant to the Agreement and providing for an alternate method to determine interest rates under the Agreement; and

**WHEREAS**, to enable the extension of the line of credit, the County must authorize the extension of the maturity date set forth in the Note; and

**WHEREAS**, the Board has heretofore determined and it hereby expressly is determined that it is advisable and necessary to (a) enter into and ratify the First Amendment to Revolving Credit Agreement (the “*First Amendment*”), the form of which has been prepared and is present at this meeting; (b) enter into a Second Amendment to Revolving Credit Agreement (the “*Second Amendment*”), the form of which has been prepared and is present at this meeting; (c) extend the maturity date set forth in the Note to match the extension of the Commitment Termination Date as set forth in the First Amendment and Second Amendment; and (d) execute any related documents in forms approved by the Chief Financial Officer of the County (the “*Chief Financial Officer*”) contemplated by this Ordinance.

**NOW THEREFORE BE IT ORDAINED**, by the Board of Commissioners of The County of Cook, Illinois, as follows:

**Sec. 1. Definitions in BMO Line of Credit Ordinance.**

The capitalized terms used in this Ordinance not otherwise defined shall have the meanings set forth in the BMO Line of Credit Ordinance.

**Sec. 2. Findings.**

The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and do hereby incorporate them into this Ordinance by this reference.

**Sec. 3. Amendments and Other Documents.**

The Chief Financial Officer is hereby authorized, on behalf of the County, to approve the final provisions of the First Amendment and Second Amendment consistent with this Section 3 which may include, but are not limited to, provisions amending and restating the applicable rate under the Agreement, extending the commitment termination date of the line of credit pursuant to the Agreement and providing for an alternate method to determine interest rates under the Agreement. The First Amendment and Second Amendment shall be in substantially the form present at this meeting and attached as *Exhibit A* and hereby approved. The Chief Financial Officer’s execution of the First Amendment and the Second Amendment will constitute conclusive evidence that the executed First Amendment and Second Amendment are in substantially the form present at this meeting.

The Chief Financial Officer is hereby authorized, on behalf of the County, to approve amendments or amendments and restatements of the Note so that the maturity date of the Note remains consistent with the definition of the commitment termination date in the First Amendment and the Second Amendment.

The Chief Financial Officer is hereby further authorized, on behalf of the County, to approve amendments of the Agreement, as amended, and the Note, as amended, to extend the commitment termination date and the maturity date to a date no later than February 25, 2025.

The President, the Chief Financial Officer, the Deputy Chief Financial Officer of the County, the Comptroller of the County and the Deputy Comptroller of the County (each, an “*Authorized Officer*”) are each, individually, jointly, or collectively as provided herein, authorized to execute on behalf of the County, and the County Clerk is hereby authorized, on behalf of the County, to attest and impress the official seal of the County upon any documents relating to the Agreement and the Note, as amended, including the First Amendment and the Second Amendment.

**Sec. 4. Legal Counsel Approved.**

The selection of Charity & Associates, P.C. in the capacity as legal counsel to the County is hereby expressly approved in connection with the First Amendment and Second Amendment.

**Sec. 5. Ratification of Acts.**

All acts of the Board, the Authorized Officers and the officers and employees of the County that are in conformity with the intent and purposes of this Ordinance, including any such acts relating to the execution of the First Amendment and Second Amendment, and the related amendments to, or amendments and restatements of the Note, whether heretofore or hereafter taken or done, be, and the same are hereby, in all respects, ratified, confirmed and approved.

**Sec. 6. Prior Inconsistent Proceedings.**

All ordinances, resolutions, motions or orders, or parts thereof, in conflict with the provisions of this Ordinance, are to the extent of such conflict hereby repealed.

**Exhibit A**

**FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT**

**THIS FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT** (this “*Amendment*”) is dated as of February \_\_, 2019 (the “*Amendment Effective Date*”), between THE COUNTY OF COOK, ILLINOIS, a body politic and corporate and home rule unit of the State of Illinois (the “*County*”) and BMO HARRIS BANK N.A., a national banking association (the “*Lender*”).

**RECITALS:**

A. The Lender and the County are parties to that certain Revolving Credit Agreement dated as of February 25, 2016 (as amended, the “*Agreement*”);

B. The County has requested the Lender to amend certain provisions of the Agreement as set forth herein; and

C. The Lender has agreed to amend certain provisions of the Agreement, subject to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. *Definitions.* Unless otherwise specified herein, all capitalized terms used herein shall have the meanings specified in the Agreement.

2. *Amendments to the Agreement.* Effective as of the date hereof, in accordance with Section 4 hereof, the Agreement shall be amended as follows:

2.1. The chart set forth within the defined term “Applicable Rate” shall be amended and restated as follows:

LEVEL	FITCH RATING	S&P RATING	MOODY’S RATING	APPLICABLE RATE
Level 1	A or above	A or above	A2 or above	0.80%
Level 2	A-	A-	A3	0.95%
Level 3	BBB+	BBB+	Baa1	1.20%
Level 4	BBB	BBB	Baa2	1.45%

2.2. The definition of “Commitment Termination Date” shall be amended and restated in its entirety as follows:

“Commitment Termination Date” means the earliest of:

(a) April 25, 2019, or such later date as may be established pursuant to Section 2.11 hereof; and

(b) the date the Commitment is reduced to zero pursuant to Section 2.04 or Section 7.02 hereof.

2.3. The definition of “LIBOR Quoted Rate” is hereby amended by adding the following language at the end thereof:

If the LIBOR Quoted Rate is not available at such time for any reason, then the rate for such day will be determined by such comparable alternate method designed to measure interest rates in a similar manner, as selected by the Lender. In order to account for the relationship of the replacement index to the original LIBOR Quoted Rate, an additional spread will be taken into account in the replacement rate as is necessary to ensure that such alternate method will measure interest rates in a manner similar to the original LIBOR Quoted Rate. Any successor rate or alternate methodology must be an interest-based index, variations in the value of which can reasonably be expected to measure contemporaneous variations in the cost of newly borrowed funds in United States dollars. The Lender shall consult with the County prior to establishing any alternate or successor rate.

2.4. Article IV of the Agreement shall be amended by adding the following as Section 4.04 thereof:

*Section 4.04. Conditions to Borrowing after Amendment Effective Date.* The obligation of the Lender to honor any Request for Drawing from and after the Amendment

Effective Date is subject to the conditions set forth in Section 4.02 of this Agreement and delivery by the County of an Ordinance approved by the County's Board of Commissioners approving the execution, delivery and performance of the First Amendment to Revolving Credit Agreement between the Lender and the County.

3. *Representations and Warranties.* To induce the Lender to enter into this Amendment, the County represents and warrants as follows:

3.1. *Incorporation of Representations and Warranties from the Agreement.* The representations and warranties of the County contained in the Agreement and each of the Loan Documents are true and correct in all material respects at and as of the date hereof (except to the extent specifically made with regard to a particular date in which case such representations and warranties shall be true and correct as of such date).

3.2. *Absence of Default.* After giving effect to this Amendment, no Default or Event of Default with respect to the Agreement will exist or will be continuing.

3.3. *Power and Authority.* The County has the requisite corporate power and authority to execute, deliver and perform the terms and provisions of this Amendment and the Agreement, as amended hereby, and has taken all necessary action to authorize the execution, delivery and performance by it of this Amendment and the Agreement as amended hereby.

3.4. *Binding Obligation.* This Amendment has been duly executed and delivered by the County and the Agreement, as amended hereby, constitutes the legal, valid and binding obligation of the County, enforceable against it in accordance with its terms, except as the enforcement thereof may be subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and general principles of equity (regardless of whether enforcement is sought in equity or at law).

4. *Conditions Precedent.* This Amendment shall be deemed effective as of the Amendment Effective Date subject to the satisfaction of or waiver by the Lender of all of the following conditions precedent:

4.1. Delivery by the County of an executed counterpart of this Amendment and an amendment to the Note.

4.2. Payment by the County on the date hereof of the reasonable legal fees and expenses of counsel to the Lender.

4.3. An incumbency certificate for the authorized signer of this Amendment.

4.4. All other legal matters pertaining to the execution and delivery of this Amendment shall be satisfactory to the Lender and its counsel.

5. *Full Force and Effect.* Except as specifically amended by this Amendment, the Agreement shall continue in full force and effect. The parties hereby acknowledge and agree that any term or provision of any of the Loan Documents which refers to the Agreement shall be deemed to refer to the Agreement, as amended by this Amendment.

6. *Effect Limited.* The amendments set forth above shall be limited precisely as written and shall not be deemed to be amendments to any other transaction or of any other term or condition of the Agreement or any of the Loan Documents.

7. *Counterparts.* This Amendment may be executed in one or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one agreement.

8. *Governing Law.* THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first above written.

THE COUNTY OF COOK, ILLINOIS

By: \_\_\_\_\_

Title: \_\_\_\_\_

BMO HARRIS BANK N.A.

By: \_\_\_\_\_

Title: \_\_\_\_\_

**SECOND AMENDMENT TO REVOLVING CREDIT AGREEMENT**

**THIS SECOND AMENDMENT TO REVOLVING CREDIT AGREEMENT** (this “*Amendment*”) is dated as of March \_\_, 2019 (the “*Amendment Effective Date*”), between THE COUNTY OF COOK, ILLINOIS, a body politic and corporate and home rule unit of the State of Illinois (the “*County*”) and BMO HARRIS BANK N.A., a national banking association (the “*Lender*”).

**RECITALS:**

A. The Lender and the County are parties to that certain Revolving Credit Agreement dated as of February 25, 2016 (as amended, the “*Agreement*”);

B. The County has requested the Lender to amend certain provisions of the Agreement as set forth herein; and

C. The Lender has agreed to amend certain provisions of the Agreement, subject to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. *Definitions.* Unless otherwise specified herein, all capitalized terms used herein shall have the meanings specified in the Agreement.

2. *Amendments to the Agreement.* Effective as of the date hereof, in accordance with Section 4 hereof, the Agreement shall be amended as follows:

2.1. The definition of “Commitment Termination Date” shall be amended and restated in its entirety as follows:

“Commitment Termination Date” means the earliest of:

(a) February 25, 2022, or such later date as may be established pursuant to Section 2.11 hereof; and

(b) the date the Commitment is reduced to zero pursuant to Section 2.04 or Section 7.02 hereof.

3. *Representations and Warranties.* To induce the Lender to enter into this Amendment, the County represents and warrants as follows:

3.1. *Incorporation of Representations and Warranties from the Agreement.* The representations and warranties of the County contained in the Agreement and each of the Loan Documents are true and correct in all material respects at and as of the date hereof (except to the extent specifically made with regard to a particular date in which case such representations and warranties shall be true and correct as of such date).

3.2. *Absence of Default.* After giving effect to this Amendment, no Default or Event of Default with respect to the Agreement will exist or will be continuing.

3.3. *Power and Authority.* The County has the requisite corporate power and authority to execute, deliver and perform the terms and provisions of this Amendment and the Agreement, as amended hereby, and has taken all necessary action to authorize the execution, delivery and performance by it of this Amendment and the Agreement as amended hereby.

3.4. *Binding Obligation.* This Amendment has been duly executed and delivered by the County and the Agreement, as amended hereby, constitutes the legal, valid and binding obligation of the County, enforceable against it in accordance with its terms, except as the enforcement thereof may be subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors’ rights generally and general principles of equity (regardless of whether enforcement is sought in equity or at law).

4. *Conditions Precedent.* This Amendment shall be deemed effective as of the Amendment Effective Date subject to the satisfaction of or waiver by the Lender of all of the following conditions precedent:

4.1. Delivery by the County of an executed counterpart of this Amendment and an amendment to the Note.

4.2. Payment by the County on the date hereof of the reasonable legal fees and expenses of counsel to the Lender.

4.3. An incumbency certificate for the authorized signer of this Amendment.

4.4. A certified copy of the ordinance of the Board of Commissioners of the County authorizing the execution and delivery of the First Amendment to the Revolving Credit Agreement and this Amendment.

4.5. An opinion of counsel to the County in form and substance satisfactory to the Lender and its counsel.

4.6. All other legal matters pertaining to the execution and delivery of this Amendment shall be satisfactory to the Lender and its counsel.

5. *Full Force and Effect.* Except as specifically amended by this Amendment, the Agreement shall continue in full force and effect. The parties hereby acknowledge and agree that any term or provision of any of the Loan Documents which refers to the Agreement shall be deemed to refer to the Agreement, as amended by this Amendment.

6. *Effect Limited.* The amendments set forth above shall be limited precisely as written and shall not be deemed to be amendments to any other transaction or of any other term or condition of the Agreement or any of the Loan Documents.

7. *Counterparts.* This Amendment may be executed in one or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one agreement.

8. *Governing Law.* THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS.

[SIGNATURE PAGE TO FOLLOW]IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first above written.

THE COUNTY OF COOK, ILLINOIS

By: \_\_\_\_\_  
Title: \_\_\_\_\_

BMO HARRIS BANK N.A.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**Effective date:** This ordinance shall be in effect immediately upon adoption