



DU PAGE COUNTY

Judicial and Public Safety Committee

Final Summary

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

Tuesday, October 15, 2024

8:00 AM

County Board Room

1. CALL TO ORDER

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

2. ROLL CALL

Members Mary Ozog and Yeena Yoo arrived at 8:02 AM. Member Brian Krajewski arrived at 8:05 AM.

Staff in attendance: Nick Kottmeyer (Chief Administrative Officer), Joan Olson (Chief Communications Officer), Conor McCarthy (Assistant State's Attorney), Jason Blumenthal (Assistant Director of Operations), Evan Shields (Public Information Officer), Jeff York (Public Defender), Valerie Calvente (Chief Procurement Officer) and DeAndre Redd (Procurement).

Remote attendee: Dan Bilodeau (Deputy Chief-Sheriff's Office)

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

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

3. PUBLIC COMMENT

No public comment was offered.

4. CHAIR REMARKS - CHAIR EVANS

Chair Lucy Evans asked everyone to welcome students from Hinsdale Central High School that were in attendance this morning.

5. APPROVAL OF MINUTES

5.A. [24-2721](#)

Judicial and Public Safety Committee - Regular Meeting Minutes - Tuesday, October 1, 2024.

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

RESULT:	APPROVED
MOVER:	Jim Zay
SECONDER:	Patty Gustin

6. PROCUREMENT REQUISITIONS**6.A. [JPS-P-0031-24](#)**

Recommendation for the approval of a contract purchase order to Public Safety Direct, Inc., for upfitting and repairs of Sheriff's Office vehicles and monthly maintenance, for the period of October 31, 2024 through October 30, 2025, for a contract total amount not to exceed \$522,215; per RFP #23-055-SHF. (Sheriff's Office)

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

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Jim Zay
SECONDER:	Patty Gustin

6.B. [JPS-P-0032-24](#)

Recommendation for the approval of a contract to Audriana T. Anderson of the Law Firm of Anderson Attorneys & Advisors, LLC, to provide professional services as a Child Protection GAL Attorney assigned to juvenile cases, for the period of November 1, 2024 through October 31, 2025, for a contract total amount not to exceed \$42,000. Other professional services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b). (18th Judicial Circuit Court)

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

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

7. RESOLUTIONS**7.A. [FI-R-0182-24](#)**

Acceptance of an extension of time for the Illinois Court Commission on Access to Justice Grant PY24, Company 5000 - Accounting Unit 5925. (18th Judicial Circuit Court)

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

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

7.B. [FI-R-0183-24](#)

Acceptance and appropriation of the U.S. Department of Justice - Bureau of Justice Assistance PY24 DNA Capacity Enhancement for Backlog Reduction Program Grant - Award No. 15PBJA-24-GG-02658-DNAX, Company 5000 - Accounting Unit 4510, \$339,842. (Sheriff's Office)

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

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Michael Childress

8. BUDGET TRANSFERS

8.A. [24-2722](#)

Transfer of funds from account no. 1000-4400-52320 (medical/dental/lab supplies) to account no. 1000-4401-54020 (building construction) in the amount of \$60,000 necessary for replacement of the shelter at the Hidden Lakes radio tower. (Sheriff's Office)

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

RESULT:	APPROVED
MOVER:	Grant Eckhoff
SECONDER:	Patty Gustin

8.B. [24-2737](#)

Transfer of funds from account no. 1000-4400-53807 (subscription IT arrangements) to account no. 1000-4400-54100 (IT equipment) in the amount of \$94,000 necessary for secure evidence lockers for the Sheriff's Office. (Sheriff's Office)

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

RESULT:	APPROVED
MOVER:	Grant Eckhoff
SECONDER:	Patty Gustin

9. ACTION ITEMS

9.A. [JPS-CO-0010-24](#)

Amendment to Purchase Order 6662-0001 SERV, issued to Axon Enterprise, Inc., to increase the contract encumbrance in the amount of \$144,049.80, for a new contract total not to exceed \$1,522,385.80, an increase of 10.45%. (Sheriff's Office)

Member Yoo asked for more information on this item. Deputy Chief Dan Bilodeau responded that the Sheriff's Office still has eight vehicles that are using the old Watch Guard system cameras. The increase is needed to phase out these old cameras and replace them with new ones by the end of the fiscal year. The goal is to have all of their in-vehicle cameras on the same system. Thereafter, they will continue on with the original fleet contract for the next four years.

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

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Jim Zay
SECONDER:	Greg Schwarze

10. OLD BUSINESS

No old business was offered.

11. NEW BUSINESS

Member DeSart welcomed the students from Hinsdale Central High School and thanked them for being in attendance today. She explained to them that the Committee members are provided with an agenda packet for each meeting which provides detailed information about each item. Upon reviewing this information, members may have questions about certain items which will be brought forward at the meeting.

12. ADJOURNMENT

With no further business, the meeting was adjourned at 8:09 AM. The next meeting is scheduled for Tuesday, November 5, 2024 at 8:00 AM.



Minutes

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

File #: 24-2721

Agenda Date: 10/15/2024

Agenda #: 5.A.



DU PAGE COUNTY

Judicial and Public Safety Committee

Final Summary

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

Tuesday, October 1, 2024

8:00 AM

County Board Room

1. CALL TO ORDER

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

2. ROLL CALL

Member Mary Ozog arrived at 8:03 AM.

Staff in attendance: Nick Kottmeyer (Chief Administrative Officer), Joan Olson (Chief Communications Officer), Conor McCarthy (Assistant State's Attorney), Jason Blumenthal (Assistant Director of Operations), Evan Shields (Public Information Officer), Craig Dieckman (Director-Office of Homeland Security and Emergency Management), Jeff Martynowicz (Chief Financial Officer), Valerie Calvente (Chief Procurement Officer) and Suzanne Armstrong (Court Administrator).

Remote attendees: Dan Bilodeau (Deputy Chief-Sheriff's Office) and Robert McEllin (Director of Probation)

Other Board members in attendance: Member Paula Garcia and Member Sheila Rutledge

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

3. PUBLIC COMMENT

No public comment was offered.

4. CHAIR REMARKS - CHAIR EVANS

The DuPage County Office of Homeland Security and Emergency Management (OHSEM) Communications Unit (COMU) is engaged and effective because of its members' skills, training, experience, and dedication.

The 2024 Democratic National Convention was held in Chicago from August 19th through August 22nd with additional activities taking place in the days leading up to and following the event.

I am so proud to say that our state and federal partners were directly supported by these COMU volunteers: Randy Broadwell, Andy Caron, Woj Mardula, Brian Schmitz, Ryan Schuda, Tim Wheeler and Paul Zucker.

In case someone became unavailable for their assignment, Jim Norris and David White were

ready to step in at a moment's notice.

Eric Burmeister and Rod Simon covered our "Quick Response Team" for other real-world incidents.

The temporary conversion of our pick-up truck into a mobile communications support asset was made possible by Jerry Schmitz's ingenuity and craftsmanship.

While John Nebl was committed to the DNC core communications planning team, Paul Zucker was the OHSEM COMU deployment team lead. In addition to his multiple missions on RapidComm 4, he contributed 90 hours of volunteer service to the DNC.

A team is only as strong as the sum of its parts. Our OHSEM COMU volunteers collectively donated over 250 hours to the DNC.

I want to thank this team for their selfless dedication to the people of DuPage County, the region, and the State of Illinois. Operational security often means we cannot tell others about mission details, but I want to recognize the "silent professionals" at OHSEM. They are trusted and respected by everyone in the public safety realm. Thank you for your tireless dedication!

5. APPROVAL OF MINUTES

5.A. [24-2461](#)

Judicial and Public Safety Committee - Regular Meeting Minutes - Tuesday, September 17, 2024.

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

RESULT:	APPROVED
MOVER:	Patty Gustin
SECONDER:	Yeena Yoo

6. PROCUREMENT REQUISITIONS

6.A. [JPS-P-0024-24](#)

Recommendation for the approval of a contract to Monterrey Security Consultants, for physical security services for the County Campus and the Health Department, for the period of March 1, 2025 to November 30, 2025, for a total contract amount not to exceed \$1,352,612.32; per renewal option under RFP #22-115-OHSEM, second and final option to renew. (Office of Homeland Security and Emergency Management)

Questions and comments were brought forward by Members Yoo, Eckhoff, Krajewski, DeSart, Zay, Gustin and Ozog. Topics included an explanation as to why twelve months were budgeted for only a nine-month contract, concerns that the funds for the additional three months will be tied up and could be used in other ways, how the funds will be allocated and the need for additional security measures throughout the County campus. Responding to questions were Craig Dieckman, Nick Kottmeyer, Jeff Martynowicz, Valerie Calvente and Jason Blumenthal. A lengthy discussion ensued and at one point Member Yoo moved to call the question so that a vote could be taken on the original

motion. The motion to call the question failed on a roll call vote with 3 voting aye and 9 voting nay. Discussion continued and the original motion was eventually approved on a roll call vote, 10 voting aye and 2 voting nay.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Patty Gustin
SECONDER:	Sam Tornatore
AYES:	Chaplin, Childress, Eckhoff, Evans, Gustin, Ozog, Schwarze, Tornatore, Zay, and Yoo
NAY:	DeSart, and Krajewski

6.B. [JPS-P-0026-24](#)

Recommendation for the approval of a contract purchase order to Real Time Networks, Inc., for the purchase of an AssetTracer Locker Management System, for the Sheriff's Office, for the period of October 9, 2024 through October 8, 2025, for a contract total not to exceed \$93,524. Per Quote #21354646324 / Sourcewell Contract #110923-DBM. (Sheriff's Office)

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

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Greg Schwarze
SECONDER:	Mary Ozog

6.C. [JPS-P-0027-24](#)

Recommendation for the approval of a contract purchase order to Verizon Wireless, to provide service for tablets, for the Sheriff's Office, for the period of August 15, 2024 to October 2, 2025, for a contract total not to exceed \$98,000; per Joint Purchase Master Contract #CMS793372P. (Sheriff's Office)

Member Yoo asked if these tablets are new or if they will be replacing existing tablets. Deputy Chief Dan Bilodeau responded that these tablets have been in use in the Sheriff's vehicles for approximately five years. The tablets were built with Verizon cards installed in them. The reference to FirstNet is a scrivener's error and should not be referenced. Deputy Chief Bilodeau requested that it be removed. The reason this appears on the agenda today is that, even though they have had the contract with Verizon for several years, the Auditor's Office recently advised that a purchase order was required. Member Chaplin commented that on all of the items on the agenda for wireless providers, the contracts are expired. Deputy Chief Bilodeau confirmed that these contracts are not expired and are currently in use with plans to continue on with these vendors. Due to the direction from the Auditor's Office that purchase orders be generated for these vendors, the contracts had to be back-dated. Member Krajewski inquired why the Auditor's Office is now requiring purchase orders when they have not previously. He requested that the Auditor's Office put these requests in writing. Jason Blumenthal replied that he will contact the Auditor's Office to discuss this. Member DeSart asked if these tablets were the same ones the County Board approved for purchase during COVID. Deputy Chief

Bilodeau stated that the County Board approved the purchase of laptop computers during COVID, not tablets. The tablets in question were purchased prior to 2020. Additionally, Member DeSart commented that it would have been helpful to include the Auditor's written request for these purchase orders in the packet. Deputy Chief Bilodeau explained that, to the best of his knowledge, these requests from the Auditor were made via a phone call and there was nothing in writing to include. Again, Mr. Blumenthal stated that he will contact the Auditor's Office for clarification. Member Zay commended the Sheriff's Office for complying with the Auditor's request.

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

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Patty Gustin
SECONDER:	Jim Zay

6.D. [JPS-P-0028-24](#)

Recommendation for the approval of a contract purchase order to AT&T Mobility, to provide wireless service, for the Sheriff's Office, for the period of August 15, 2024 to July 24, 2027, for a contract total not to exceed \$404,000, per NASPO Master Agreement #MA149. (Sheriff's Office)

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

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Patty Gustin
SECONDER:	Sam Tornatore

6.E. [JPS-P-0029-24](#)

Recommendation for the approval of a contract purchase order to AT&T to provide wired service for the Sheriff's Office for the period of September 1, 2024 to February 16, 2026, for a contract total not to exceed \$292,200, per lowest responsible bid #21-104-IT. (Sheriff's Office)

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

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

6.F. [JPS-P-0030-24](#)

Recommendation for the approval of a contract purchase order to Comcast Business to provide ethernet service or the Sheriff's Office for the period of September 1, 2024 to March 31, 2027, for a contract total not to exceed \$162,240, per lowest responsible bid #21-104-IT. (Sheriff's Office)

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

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

7. RESOLUTIONS

7.A. [FI-R-0170-24](#)

Acceptance and appropriation of additional funding and extension of time for the Comprehensive Law Enforcement Response to Drugs Grant PY24 - Inter-Governmental Agreement No. 421021 - Company 5000 - Accounting Unit 6615, from \$150,000 to \$187,500 (an increase of \$37,500). (State's Attorney's Office)

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

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

7.B. [FI-R-0171-24](#)

Acceptance of an extension of time for the DuPage County Health Department Heroin Opioid Prevention and Education (HOPE) First Offender Court Unified for Success (FOCUS) Court Grant FY21, Company 5000 - Accounting Unit 5905, from December 31, 2021 to June 30, 2025. (Probation & Court Services)

Member DeSart asked what this extension is for. In addition, if there are unused funds from the HOPE Taskforce, perhaps they could be transferred to the DuPage Council on Strengthening the System. Jason Blumenthal responded that it was his understanding that this grant was originally offered by the HOPE Taskforce and the funds were allocated to Probation and Court Services. As of this date, Probation and Court Services have not yet used all of the funds that were allocated, so this is simply an extension to give them more time to use the funds. Director of Probation Robert McEllin confirmed that Mr. Blumenthal was correct.

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

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

8. BUDGET TRANSFERS

8.A. [24-2606](#)

Transfer of funds from account nos. 1000-5900-50040 (part-time help), 1000-5900-50050 (temporary salaries), 1000-5900-53410 (rental of machinery & equipment) and 1000-5910-50000 (regular salaries) to account no. 1000-5900-53040 (interpreter services) in the amount of \$45,000, necessary to cover an increase in interpreter fees for regular court cases and first appearance court from salaries due to

hiring lag. (18th Judicial Circuit Court)

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

RESULT:	APPROVED
MOVER:	Brian Krajewski
SECONDER:	Sam Tornatore

8.B. [24-2607](#)

Transfer of funds from account no. 1000-4400-53410 (rental of machinery & equipment) to account nos. 1000-4400-53800-0001 (copier usage) and 1000-4400-54100-0700 (IT equipment-capital lease) in the amount of \$22,596 necessary due to accounting treatment of leases and new county-wide copier contract. (Sheriff's Office)

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

RESULT:	APPROVED
MOVER:	Jim Zay
SECONDER:	Patty Gustin

8.C. [24-2608](#)

Transfer of funds from account no. 1000-4400-53807 (subscription IT arrangements) to account no. 6000-4700-54100 (IT equipment) in the amount of \$65,000 necessary for the secured evidence lockers for the Sheriff's Office. (Sheriff's Office)

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

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Patty Gustin

8.D. [24-2609](#)

Transfer of funds from account no. 1000-6510-50099 (new program requests-personnel) to account no. 1000-6510-50000 (regular salaries) in the amount of \$82,816, needed to cover the salary of an additional investigator that was approved in the FY24 budget. (State's Attorney's Office/Children's Advocacy Center)

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

RESULT:	APPROVED
MOVER:	Patty Gustin
SECONDER:	Yeena Yoo

8.E. [24-2610](#)

Transfer of funds from account no. 1000-6500-50000 (regular salaries) to account no. 1000-6500-50050 (temporary salaries) in the amount of \$70,000 necessary to cover remaining salaries for interns until they are sworn in as assistant state's attorney's. (State's Attorney's Office)

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

RESULT:	APPROVED
MOVER:	Patty Gustin
SECONDER:	Yeena Yoo

9. ACTION ITEMS

9.A. [JPS-CO-0009-24](#)

Amendment to Purchase Order 5567-0001 SERV, issued to Advent Systems, DBA Allied Universal Technology Services, to increase the contract in the amount of \$75,000 for one-time parts and labor for cameras and access control equipment, for a new contract total amount of \$217,080, an increase of 52.79%. (Office of Homeland Security and Emergency Management)

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

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

10. OLD BUSINESS

No old business was offered.

11. NEW BUSINESS

Member Eckhoff asked if staff would be providing an overview of Chair Conroy's FY25 budget to the Board members. Member Chaplin responded that there will be an opportunity at the first Finance meeting following the passage of the FY25 budget for members to discuss the various aspects of the budget. Member Chaplin went on to thank the Sheriff's deputies for the good work they are doing even though they are short-staffed. Lastly, she reminded all elected officials to be mindful of their social media postings in an effort to encourage unity in the community.

Member DeSart offered her congratulations to State's Attorney Robert Berlin and his staff on their newest hire, a twenty-month-old Labrador Retriever named Crew. Crew will be providing emotional support and a calming presence, primarily to children and their families who are experiencing traumatic circumstances in their lives.

Member Ozog encouraged all elected officials to keep their social media postings civil, particularly throughout the weeks leading up to the 2024 election.

12. ADJOURNMENT

With no further business, the meeting was adjourned at 8:58 AM. The next meeting is scheduled for Tuesday, October 15, 2024 at 8:00 AM.



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

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

File #: JPS-P-0031-24

Agenda Date: 10/15/2024

Agenda #: 6.A.

AWARDING RESOLUTION ISSUED TO
PUBLIC SAFETY DIRECT, INC.
FOR REPAIRS, UPFITTING AND MONTHLY MAINTENANCE OF SHERIFF'S VEHICLES
FOR THE SHERIFF'S OFFICE
(CONTRACT TOTAL AMOUNT \$522,215)

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

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Public Safety Direct, Inc. for repairs, upfitting and monthly maintenance of sheriff's vehicles, for the period of October 31, 2024 through October 30, 2025, for the Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that said contract is for repairs, upfitting and monthly maintenance of sheriff's vehicles, for the period of October 31, 2024 through October 30, 2025 for the Sheriff's Office per RFP #23-055-SHF, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Public Safety Direct, Inc., 4614 W. 137th, Crestwood, IL 60418, for a contract total amount of \$522,215.

Enacted and approved this 22nd day of October, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: JPS-P-0031-24	RFP, BID, QUOTE OR RENEWAL #: 23-055-SHF	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$522,215.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 10/15/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$2,088,860.00
	CURRENT TERM TOTAL COST: \$522,215.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		Department Information	
VENDOR: Public Safety Direct	VENDOR #: 14308	DEPT: Sheriff's Office	DEPT CONTACT NAME: Dan Bilodeau
VENDOR CONTACT: Mark Kozeluh	VENDOR CONTACT PHONE: 708-398-1896	DEPT CONTACT PHONE #: 630-407-2402	DEPT CONTACT EMAIL: dan.bilodeau@dupagesheriff.org
VENDOR CONTACT EMAIL: mark@publicsafetydirect.com	VENDOR WEBSITE:	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.). Purchase, install, and maintain all emergency equipment for police vehicles. Procurement type- RFP			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Purchase, install, and maintain all emergency equipment for police vehicles.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
RENEWAL OF RFP	

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. This is our current contracted vendor and they are the only vendor to bid for this contract when it was posted
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). Renew this contract to keep status quo otherwise the contract will drop and we will have no vendor.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Public Safety Direct, Inc	Vendor#: 14308	Dept: Sheriff's Office	Division: Budget
Attn: Mark Kozeluh	Email: mark@publicsafetydirect.com	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: 4614 W 137th	City: Crestwood	Address: 501 N County Farm Road	City: Wheaton
State: IL	Zip: 60418	State: IL	Zip: 60187
Phone: 708-389-1896	Fax:	Phone: 630-407-2122	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Public Safety Direct, Inc	Vendor#: 14308	Dept: Sheriff's Office	Division: Admin
Attn: Mark Kozeluh	Email: mark@publicsafetydirect.com	Attn: Dan Bilodeau	Email: dan.bilodeau@dupagesheriff.org
Address: 4614 W 137th	City: Crestwood	Address: 501 N County Farm Road	City: Wheaton
State: IL	Zip: 60418	State: IL	Zip: 60187
Phone: 708-389-1896	Fax:	Phone: 630-407-2402	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Oct 31, 2024	Contract End Date (PO25): Oct 30, 2025

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		1 month of services As needed service calls, upfitting of new vehicles and monthly maintenance fee	FY24	1000	4400	53370		45,000.00	45,000.00
2	1	EA		11 month of services As needed service calls and upfitting of new vehicles and monthly maintenance fee	FY25	1000	4400	53370		477,215.00	477,215.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 522,215.00

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



AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Public Safety Direct, Inc. located at 4614 W 137th Street, Crestwood, IL 60418, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #23-055-SHF which became effective on 10/29/2023 and which will expire 10/30/2024. The contract is subject to a first of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 10/30/2025.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

CONTRACTOR

SIGNATURE

Mark Kozeluh

PRINTED NAME

President

PRINTED TITLE

09/16/2024

DATE

THE COUNTY OF DUPAGE

SIGNATURE

Henry Kocker

PRINTED NAME

Buyer I

PRINTED TITLE

DATE

SECTION 8 - BID FORM PRICING

All quantities listed are estimates of anticipated yearly upfitting needs.

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
SECTION 1					
FLAT RATE CHARGES FOR REMOVAL AND INSTALLATION OF VEHICLE EQUIPMENT					
MARKED POLICE INTERCEPTOR SQUAD CARS					
1	New Equipment Installation	EA	30	\$ 2995	\$ 89850.00
2	Equipment Removal	EA	30	\$ 750	\$ 22500.00
3	Equipment Re-Installation	EA	30	\$ 2995	\$ 89850.00
4	Concealed Hatch Installation	EA	30	\$ 95	\$ 2850.00
5	Concealed Hatch Removal	EA	30	\$ 95	\$ 2850.00
6	Lightbar Installation	EA	30	\$ 350	\$ 10500.00
7	Lightbar Removal	EA	30	\$ 200	\$ 6000.00
8	Siren Installation	EA	30	\$ 250	\$ 7500.00
9	Grill Light Installation	EA	30	\$ 130	\$ 3900.00
10	Rear Seat OR Cage Installation	EA	30	\$ 350	\$ 10500.00
11	Rear Seat Restraints Installation	EA	30	\$ N/A	\$ N/A
MARKED TAHOE SUPERVISOR SQUAD CARS					
12	New Equipment Installation	EA	10	\$ 2295	\$ 22950.00
13	Equipment Removal	EA	10	\$ 750	\$ 7500.00
14	Equipment Re-Installation	EA	10	\$ 2295	\$ 22950.00
15	Concealed Hatch Installation	EA	10	\$ 95	\$ 950.00
16	Concealed Hatch Removal	EA	10	\$ 95	\$ 950.00
17	Lightbar Installation	EA	10	\$ 350	\$ 3500.00
18	Lightbar Removal	EA	10	\$ 200	\$ 2000.00
19	Siren Installation	EA	10	\$ 250	\$ 2500.00
20	Grill Light Installation	EA	10	\$ 130	\$ 1300.00
21	Rear Seat Cage Installation	EA	10	\$ 350	\$ 3500.00

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
22	Rear Seat Restraints Installation	EA	10	\$ N/A	\$ N/A
INVESTIGATOR VEHICLES					
23	New Equipment Installation	EA	5	\$ 1950	\$ 9750.00
24	Equipment Removal	EA	5	\$ 500	\$ 2500.00
25	Equipment Re-Installation	EA	5	\$ 1950	\$ 9750.00
MARKED SUPERVISOR INTERCEPTOR VEHICLES					
26	New Equipment Installation	EA	8	\$ 1950	\$ 15600.00
27	Equipment Removal	EA	8	\$ 500	\$ 4000
28	Equipment Re-Installation	EA	8	\$ 1950	\$ 15600.00
K-9 UNIT VEHICLES					
29	New Equipment Installation	EA	7	\$ 3200	\$ 22400.00
30	Equipment Removal	EA	7	\$ 1195	\$ 8365.00
31	Equipment Re-Installation	EA	7	\$ 3200	\$ 22400.00
PRISONER TRANSPORT AND SWAP VEHICLES					
32	New Equipment Installation	EA	3	\$ 6500	\$ 19500.00
33	Equipment Removal	EA	3	\$ 2500	\$ 7500.00
34	Equipment Re-Installation	EA	3	\$ 6500	\$ 19500.00
UNMARKED/ADMIN VEHICLES					
35	New Equipment Installation	EA	5	\$ 1950	\$ 9750.00
36	Equipment Removal	EA	5	\$ 650	\$ 3250.00
37	Equipment Re-Installation	EA	5	\$ 1950	\$ 9750.00
GRAND TOTAL					\$ 494015.00

SECTION 2**EQUIPMENT REPAIR – “AS NEEDED” TIME AND MATERIAL REPAIR SERVICE****LABOR RATE**

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Normal Work Hours 8:00 A.M. - 4:00 P.M.	HR	40	\$ 130	\$ 5200.00
2	After Normal Work Hours	HR	40	\$ 350	\$ 14000.00
NO.	ITEM	ESTIMATED EXPENDITURE		% OF ADJUSTMENT (-, +)	EXTENDED PRICE
MARK-UP / DISCOUNT ON PARTS					
3	PARTS MARKUP Parts Markup from Contractors Cost: \$5000.00 X 20% of Markup = (The Contractor must provide OEM/Part source invoices). Example: \$5,000.00 x 10% Markup = \$5,500.00	\$10,000.00		-10 %	\$ 9000.00
GRAND TOTAL					\$ 28200.00

SECTION 3 – PART AND INSTALLATION PRICING

If listed parts are not available due to limited supply by the manufacturer a substitution of another make/model can be made with written approval from the County.

MARKED POLICE INTERCEPTOR SQUAD CARS

NO.	ITEM	PART COST	INSTALLATION COST
1	Ignition Override System	\$ 299	\$ 260
2	Power Distribution Unit panel with all fuses clearly marked in typed decal with no hand writing. Power Distribution Unit and siren control box should be easily accessible for service, but not located in the console.	Type text here \$ 450	Type text here \$ 130.00
3	12V Timer for all vehicle computers, chargers, radios, lights, sirens and any other after-market equipment with built in 12V Voltage Monitoring 120Amp Capacity	\$ 120	\$ 130.00
4	STI-CO Flexi-Whip Antenna(s)	\$ 75	\$ 75.00
5	¾" NMP Brass Hole Mount Antenna Cable	\$ 55	\$ 75.00
6	Havis Console for 2020 Interceptor Utility (C-VS-1012-INUT) with Armrest (C-ARM-103) with Self Adjusting Cup Holder (CUP2-1001)	\$ 750	\$ 260
7	Havis Floor Post Premium Computer Mount PKG-PSM-3006	\$ 749	\$ 130
8	Federal Signal Pathfinder PF200R Siren and Light Controller	\$ 1050	\$ 390
9	Federal Signal 100W Siren Speaker & Bracket	\$ 249	\$ 130
10	Federal Signal Integrity 51" Complete Dual Color Lightbar 360 Red LED with White front flood and Blue Arrow.	\$ 1800	\$ 260
11	Sound Off Signal Solid State Plug In Headlight Flasher	\$ 99	\$ 130
12	Sound Off Signal Solid State Plug In Tail Flasher	\$ 149	\$ 130
13	Federal Signal PBX Push Bumper	\$ 550	\$ 390
14	Pair of Federal Signal Micro pulse Push bumper or grille mounted lights with brackets	\$ 300	\$ 130
15	Federal Signal 8 head rear warning bar	\$ 399	\$ 130
16	Pair of Federal Signal Micro pulse Surface mount light mounted on each side of Push Bumper	\$ 300	\$ 130
17	Pair of Federal Signal Dual Color Cargo Window Lights	\$ 300	\$ 130

NO.	ITEM	PART COST	INSTALLATION COST
18	ProGard Center Sliding Poly Window Full Prisoner Partition with recessed panel and lower extension panels.	\$ 1100	\$ 390
19	Santa Cruz Single Vertical Rifle Lock mounted in recessed panel on front partition	\$ 350	\$ 130
20	Maglite MagCharger LED Rechargeable Flashlight mounted in recessed panel on front partition	\$ 159	\$ 60
21	Gun lock timer	\$ NA	\$
22	Pro-Gard Pair of Steel Window Bars in prisoner compartment (for use with O.E.M. door panels only)	\$ 310	\$ 60
23	Pro-Gard Rear Polymer Transport Seat w/ 7 Ga. Steel Screen Window Cargo Barrier and Outboard Seat Belts	\$ 2100	\$ 390
24	Pro-Gard Set of Three rear cargo and rear side window guards	\$ 492	\$ 390
25	Ford Interceptor Utility Subframe with Electronics Panel Mount	\$ 450	\$ 130
26	Mobile VHF Two-Way Radio	\$ 799	\$ 260
27	Customer Supplied tablet/computer and keyboard	\$ N/A	\$ 75.00
28	Zebra ZQ500 Series ZQ520	\$ 899	\$ 260
29	Zebra Power adapter	\$ 205	\$ 60
30	Zebra USB cable - 5 pin Micro-USB Type B (P) - to - USB (M) - 6 ft. - for ZQ500 Series	\$ 35	\$ 60
32	3M Traffic Preemption Emitter	\$ 350	\$ 130
33	Customer provided In Car Camera System	\$ N/A	\$ 1040
K9 UNITS			
34	Havis 2020 Interceptor Utility Black K9 Kennel	\$ 4968.00	\$ 1000.00
35	Havis Window guard kit	\$108	\$ 60
36	ACE K9 Heat Alarm Pro	\$ 1000	\$ 350
37	ACE K9 Engine Stall Sensor	\$ 145	\$ 150
38	ACE K9 10" Fan Kit	\$ 240	\$ 130
39	ACE K9 Carbon Monoxide Alarm with interface module	\$ N/A	\$ 60

NO.	ITEM	PART COST	INSTALLATION COST
40	ACE K9 Remote pager system	\$ 375	\$ 100
MARKED SUPERVISOR INTERCEPTOR VEHICLES			
41	Mobile UHF radio	\$ Customer Supplied	\$ 100
42	Mobile VHF Radio	\$ Customer Supplied	\$ 100
43	800mhz/VHF/UHF Antennas	\$ 105	\$ 60
44	Pro-Gard Steel Cargo Barrier with filler panels	\$ 603	\$ 390
45	Pro-Gard Set of Three rear cargo and rear side window guards	\$ 492	\$ 390
INVESTIGATOR VEHICLES			
46	Power Distribution Unit panel with all fuses clearly marked in typed decal with no hand writing. Power Distribution Unit and siren control box should be easily accessible for service, but not located in the console.	\$ 450	\$ 130
47	Federal Signal Pathfinder PF200H Siren and Light Controller	\$ 1050	\$ 390
48	Federal Signal 100W Siren Speaker & Bracket	\$ 249	\$ 130
49	Sound Off Signal Solid State Headlight Flasher	\$ 99	\$ 130
50	Sound Off Signal Solid State Taillight Flasher	\$ 149	\$ 130
51	One pair of Federal Signal MPS600U 1R 1B grille mounted lights with brackets	\$ 300	\$ 130
52	Two Federal Signal XStream Dual Head Tri Color Warning Lights mounted on front visor	\$ 598	\$ 130
53	Two Federal Signal XStream Dual Head Tri Color Warning Lights mounted on rear deck	\$ 598	\$ 130
54	Two Federal Signal XStream Single Head Tri Color Warning Lights mounted for side warning	\$ 499	\$ 130
VARIOUS PARTS			
55	Accessories Outlet (3)	\$ 42	\$ 60.00
56	Antenna Couplers	\$ 15	\$ 60.00
57	Antenna (on glass)	\$ 100	\$ 100.00
58	Antenna (only)	\$ 75	\$ 60.00
59	Antenna (dual band disguise)	\$ 500	\$ 250.00

NO.	ITEM	PART COST	INSTALLATION COST
60	Antenna (single band disguise)	\$ 500	\$ 175
61	Arrowstick	\$ 495	\$ 100
62	Arrowstick (split)	\$ N/A	\$ 130
63	Beacons (interior)	\$ N/A	\$ 130
64	Canine Container Havis K9 Kennel with Havis Window Guard Kit K9-F28-1-B	\$ 4900.00	\$ 1000
65	Canine Monitoring System (Must include all parts) ACE K9 Heat Alarm Pro ACE K9 Engine Stall Sensor ACE K9 10" Fan Kit ACE K9 Carbon Monoxide Alarm with interface module ACE K9 Remote pager system	\$ 1760	\$ 790
66	Circuit Breakers	\$ 75	\$ 60
67	Havis 2020 Interceptor Utility Console C-VS-1012-INUT	\$ 602	\$ 260
68	Deck Lights	\$ 300	\$ 260
69	Diodes	\$ 20	\$ 30
70	Maglite MagCharger Rechargeable LED Flashlight System	\$ 159	\$ 60
71	Federal Signal Micro Pulse Ultra 600 Series Pathfinder Compatible Steady Burn Grille Lights	\$ 300	\$ 130
72	Sound Off Signal Solid State Headlight Flasher	\$ 99	\$ 130
73	Ignition Overrides	\$ 299	\$ 260
74	LED Lights	\$ 300	\$ 130
75	Light Bar (mini)	\$ 299	\$ 390
76	Map Light System	\$ 149	\$ 130
77	Mic Clip	\$ 14	\$ 30
78	Power Distribution Unit panel with all fuses clearly marked in typed decal with no hand writing	\$ 450	\$ 130
79	Relays	\$ 15	\$ 30
80	Pro-Gard Space Saver Center Sliding Poly Window Full Prisoner Partition with recessed panel and lower extension panels.	\$ 1100	\$ 390
81	Santa Cruz Single Adjustable Rifle Rack	\$ 350	\$ 130

NO.	ITEM	PART COST	INSTALLATION COST
82	Santa Cruz Universal Timer	\$ NA	\$
83	Federal Signal Pathfinder PF200R Siren and Light Controller	\$ 1050	\$ 390
84	Federal Signal Pathfinder PF200H Siren and Light Controller	\$ 1050	\$ 390
85	Federal Signal ES100C & ESB-U	\$ 249	\$ 130
86	Spotlight	\$ 650	\$ 260
87	Spotlight Bulb	\$ 159	\$ 60
88	Spotlight Handle	\$ 85	\$ 60
89	LED (interior dash) - LED Preemption Unit	\$ 1750	\$ 130
90	LED (interior side) - Federal Signal XStream Dual Head Tri Color Warning Lights XSM2-BRW	\$ 299	\$ 130
91	LED (interior side halogen light) - Federal Signal XStream Dual Head Tri Color Warning Lights XSM2-BRW	\$ 299	\$ 130
92	LED (mirror) - Federal Signal Micro Pulse Wide Series Pathfinder Compatible Steady Burn Mirror Lights	\$ 185	\$ 130
94	Switchbox	\$ 299	\$ 130
95	Sound Off Signal Solid State Tail flasher	\$ 149	\$ 130
96	Terminal Block	\$ 10	\$ 25
97	Terminals	\$ N/C	\$ N/C
98	Wire Loom	\$ N/C	\$ N/C
99	Federal Signal Integrity 51" Complete Dual Color Lightbar 360 degrees of Red LEDs with White full front flood and dual color Blue Arrow rear	\$ 1800	\$ 260
100	Pro-Gard Set of Three rear cargo and rear side window guards	\$ 492	\$ 390
101	VHF, 128 Channel, 50 WATT Mobile Radio with Alphanumeric display	\$ 799	\$ 260
102	Vertex super LED split Red/Blue	\$ 142	\$ 130
103	Vertex White	\$ 142	\$ 130
104	Momentary Switch	\$ 19	\$ 30
105	Red/White LED - Federal Signal MPS620UX-RW	\$ 150	\$ 60
106	Blue/White LED - Federal Signal MPS620UX-RW	\$ 150	\$ 60

NO.	ITEM	PART COST	INSTALLATION COST
107	Havis Floor Post Premium Computer Mount PKG-PSM-3006	\$ 749	\$ 130
108	Install Material	\$ N/C	\$
109	Switch 7-Control w/Slide switch	\$ 299	\$ 130
110	Power Cable	\$ Not enough Info	\$
111	10 Terminal Cinch Block	\$ 15	\$ 25
112	4 Terminal Strip	\$ 15	\$ 25
113	Universal Speaker with Bracket	\$ 249	\$ 130
114	Waterproof ATC Fuse Holder	\$ 15	\$ 30
115	Dual Head Led Light head Red/Blue 7"	\$ 299	\$ 60
116	Eight Light head Led Light Stick Red/Blue 28" Length - Federal Signal CN Signal Master CNSM8RS-RAB2	\$ 475	\$ 130
117	Sliding Window Partition	\$ 1100	\$ 390
118	Pro-Gard Rear Polymer Transport Seat w/ 7 Ga. Steel Screen Window Cargo Barrier and Outboard Seat Belts	\$ 2100	\$ 390
119	Pro-Gard Pair of Steel Window Bars in prisoner compartment (for use with O.E.M. door panels only)	\$ 310	\$ 60
120	Vehicular Charger	\$ 499	\$ 130
121	VHF, 50 Watt Narrowband Capable Ispern Radio System	\$ 799	\$ 260
122	Havis Floor Post Premium Computer Mount PKG-PSM-3006	\$ 749	\$ 130
123	1/4 Wave VHF Antenna with Mount	\$ 130	\$ 130
124	806-866 QW8063 MBDN - Complete Antenna Kit	\$ 55	\$ 60
125	High Current Breakers 100 AMPS	\$ 75	\$ 60
126	Federal Signal PA300 100W Siren	\$ 350	\$ 130
127	Power Cable for Utility Interceptor	\$ Not enough info	\$
128	Ignition Override for FORD Sedan & SUV Interceptors	\$ 299	\$ 260

SECTION 9 - PROPOSAL FORM
UPFIT AND MAINTENANCE OF EMERGENCY EQUIPMENT & ACCESSORIES 23-055-SHF
(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	Public Safety Direct, Inc
Main Business Address	4614 w 137th St
City, State, Zip Code	Crestwood, IL 60418
Telephone Number	708.389.1896
Fax Number	
Proposal Contact Person	Mark Kozeluh
Email Address	mark@publicsafetydirect.com

The undersigned certifies that he is:
☐ the Owner/Sole Proprietor ☐ a Member of the Partnership ☒ an Officer of the Corporation ☐ a Member of the Joint Venture

herein after called the Offeror and that the members of the Partnership or Officers of the Corporation are as follows:

(President or Partner)

(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. _____, _____, and _____ issued thereto;

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed. Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate.

Further, the undersigned certifies that the Offeror is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, proposal rigging or proposal-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this proposal and has checked the same in detail before submitting this proposal, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Offeror may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority

to do so.)

Further, the offeror certifies that he has provided services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the cost schedule.

PROPOSAL AWARD CRITERIA

This proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Contractor agrees to provide the service described above and in the contract specifications under the conditions outlined in attached documents for the amount stated.

X 
(Signature and Title)

CORPORATE SEAL
(If available)

PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this _____ day of _____ AD, 2023

My Commission Expires: _____
(Notary Public)



**THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
UPFIT AND MAINTENANCE OF EMERGENCY
EQUIPMENT & ACCESSORIES 23-055-SHF
BID TABULATION**

✓

Criteria	Available Points	PUBLIC SAFETY DIRECT, INC
Firm Qualifications	20	17
Key Qualifications	30	27
Project Understanding	30	27
Price	20	20
Total	100	91

Fee and Rate Proposal	\$ 522,215.00
Percentage of points	100%
Points awarded (wtd against lowest price)	20

NOTES

RFP Posted on 12/14/2022 Bid Opened On 5/24/2023, 2:30 PM CST by	NE, NF
Invitations Sent	37
Total Requesting Documents	0
Total Bid Responses Received	1



Required Vendor Ethics Disclosure Statement

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

Date: Sept. 16, 2024

Bid/Contract/PO #: 23-055-SHF

Company Name: <u>Public Safety Direct Inc.</u>	Company Contact: <u>Mark Kozeluh</u>
Contact Phone: <u>708-389-1896</u>	Contact Email: <u>mark@publicsafetydirect.com</u>

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

- 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, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

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

- All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature [Signature]

Printed Name Mark Kozeluh

Title President

Date Sept 16, 2024

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



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

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

File #: JPS-P-0032-24

Agenda Date: 10/15/2024

Agenda #: 6.B.

AWARDING RESOLUTION ISSUED TO
AUDRIANA T. ANDERSON
OF THE LAW FIRM OF ANDERSON ATTORNEYS & ADVISORS, LLC
FOR AN AGREEMENT TO PROVIDE PROFESSIONAL SERVICES
TO THE 18TH JUDICIAL CIRCUIT COURT
(CONTRACT TOTAL AMOUNT \$42,000)

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

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to provide professional services as a Child Protection GAL Attorney assigned to juvenile cases, representing abused, neglected, dependent or delinquent minors or family members, where the DuPage County Public Defender may not represent a party, including appeals in these matters, for the period of November 1, 2024 through October 31, 2025, for the 18th Judicial Circuit Court.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide professional services as a Child Protection GAL Attorney assigned to juvenile cases, representing abused, neglected, dependent or delinquent minors or family members, where the DuPage County Public Defender may not represent a party, including appeals in these matters, for the period of November 1, 2024 through October 31, 2025 for the 18th Judicial Circuit Court, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Audriana T. Anderson of the Law Firm of Anderson Attorneys & Advisors, LLC, 2150 Manchester Road, Suite 101, Wheaton, IL 60187, for a contract total amount not to exceed \$42,000.

Enacted and approved this 22nd day of October, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: JPS-P-0032-24	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$42,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 10/15/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$42,000.00
	CURRENT TERM TOTAL COST: \$42,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Anderson Attorneys & Advisors, LLC	VENDOR #:	DEPT: 18th Judicial Circuit Court	DEPT CONTACT NAME: Katherine Thompson
VENDOR CONTACT: Audriana T. Anderson	VENDOR CONTACT PHONE: 630-877-5800 x 1	DEPT CONTACT PHONE #: 630-407-8788	DEPT CONTACT EMAIL: katherine.thompson@18thjudicial.org
VENDOR CONTACT EMAIL: audriana@andersonaa.com	VENDOR WEBSITE: www.andersonaa.com	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Professional services as a Child Protection GAL Attorney assigned to juvenile cases for the period of November 1, 2024 through October 31, 2025 for a total of \$42,000.00.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Statutory need for the court to appoint an attorney for representation of juvenile cases. Attorneys are appointed by the Court to represent abused, neglected, dependent or delinquent minors or family members in cases where the DuPage County Public Defender may not represent a party, including appeals in these matters.			


SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)	

SECTION 3: DECISION MEMO	
SOURCE SELECTION	Describe method used to select source. Position was posted on the county website, and applicants were interviewed.
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. To approve contract with Anderson Attorneys & Advisors, LLC, attorney Audriana T. Anderson. 2. To appoint individual private attorneys per case, this would be significantly more expensive. 3. Add a juvenile conflict attorney to the court's headcount.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Anderson Attorneys & Advisors, LLC	Vendor#:	Dept: 18th Judicial Circuit Court	Division:
Attn: Audriana T. Anderson	Email: audriana@andersonaa.com	Attn: Katherine Thompson	Email: Katherine.thompson@18thjudicial.org
Address: 2150 Manchester Road, Suite 101	City: Wheaton	Address: 505 N. County Farm, Room 2015	City: Wheaton
State: IL	Zip: 60187	State: IL	Zip: 60187
Phone: 630-877-5800 x 1	Fax:	Phone: 630-407-8788	Fax: 630-407-8836
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: (same as above)	Vendor#:	Dept: (same as above)	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
<i>Shipping</i>		<i>Contract Dates</i>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25):	Contract End Date (PO25):

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA	Monthly Svcs	Child Protection GAL Attorney	FY24	1000	5900	53030		3,500.00	3,500.00
2	11	EA	Monthly Svcs	Child Protection GAL Attorney	FY25	1000	5900	53030		3,500.00	38,500.00
FY is required, ensure the correct FY is selected.										Requisition Total	\$ 42,000.00

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

AGREEMENT

This AGREEMENT ("Agreement") is effective as of the 1st day of November 2024, and is entered into by and between the Eighteenth Judicial Circuit Court of DuPage County ("COURT") and Audriana T. Anderson of the law firm of Anderson Attorneys & Advisors, LLC, ("ATTORNEY") an attorney licensed to practice law in the State of Illinois.

RECITALS

WHEREAS, the Court desires that the Attorney render certain services more fully described herein; and

WHEREAS, the Attorney has demonstrated knowledge and expertise in juvenile court law and procedures and has represented that he/she has the requisite knowledge, skill, experience, and other resources necessary to perform such services and is desirous of providing such services for the Court.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.
2. **Term and Termination of Agreement:**
 - 2.1 **Term.** This Agreement is for a term commencing November 1, 2024 through October 31, 2025.
 - 2.2 **Termination.** Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days notice. In addition, either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for 15 days after receipt by the breaching party of written notice of such breach from the non-breaching party.
3. **Scope of Services:** Attorney agrees to provide representation to abused, neglected, dependent or delinquent minors or family members in cases where the DuPage County Public Defender may not represent a party. The Court may, from time to time, request changes in the scope of services. Any such changes shall be documented by an amendment to this Agreement in accordance with State and County laws.
4. **Compensation and Payment:** Compensation for Services during the initial term shall not exceed \$42,000.00, payable in monthly payments upon presentation of an invoice. Compensation shall be based on actual Services performed during the Term of this Agreement, and the Court shall not be obligated to pay for any Services not in compliance with this Agreement. In the event of early termination of this Agreement, the Court shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the Court be liable for any costs incurred or Services performed after the effective date of termination as provided herein. Attorney shall submit invoices referencing this Agreement

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with such supporting documentation as may be requested by the Court. The Court will process payment in its normal course of business.

5. **Non-appropriation:** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the Court for performance under this Agreement, the Court shall notify Attorney and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the Court be liable to the Attorney for any amount in excess of the current appropriated amount.
6. **Events of Default and Remedies.**
 - 6.1 **Events of Default.** Events of default include, but are not limited to, any of the following:
 - (i) Any material misrepresentation by Attorney in the inducement of this Agreement or the performance of Services; (ii) Breach of any agreement, representation or warranty made by Attorney in this Agreement; or (iii) Failure of Attorney to perform in accordance with or comply with the terms and conditions of this Agreement.
 - 6.2 **Remedies.** In the event Attorney defaults under this Agreement and such default is not cured within fifteen (15) calendar days after written notice is given by the Court, the following actions may be taken by the Court: (i) This Agreement may be terminated immediately; and (ii) The Court may deem Attorney non-responsible for future contract awards. The remedies stated herein are not intended to be exclusive and the Court may pursue any and all other remedies available at law or equity.
7. **Assignment:** Neither party may assign this Agreement, nor any obligations imposed hereunder without the prior written consent of the other party.
8. **Confidentiality of Documents:** In the performance of Services, Attorney may have access to certain information that is not generally known to others ("Confidential Information") and other information covered by the Juvenile Court Act. Attorney agrees not to use or disclose to any third party, except in the performance of Services, any Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement without the prior written consent of the Court. Attorney shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall Attorney disseminate any information regarding Services without the prior written consent of the Court. Attorney agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Attorney under this Agreement. The terms of this Paragraph shall survive the expiration or termination of this Agreement.
9. **Representations and Warranties of Attorney:** Attorney represents and warrants that the

ATN 2/5

following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement.

- 9.1 Licensed Professionals. Services required to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.
 - 9.2 Compliance with Laws. Attorney is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this Agreement and the performance of Services. Further, Attorney is and shall remain in compliance with all Court policies and rules, including, but not limited to, criminal background checks.
 - 9.3 Good Standing. Attorney is not in default and has not been deemed by the Court to be in default under any other Agreement with the Court during the five (5) year period immediately preceding the effective date of this Agreement.
 - 9.4 Authorization. In the event Attorney is an entity other than a sole proprietorship, Attorney represents that he/she has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Attorney is duly authorized by Attorney and has been made with complete and full authority to commit Attorney to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Attorney.
 - 9.5 Gratuities. No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by or to Attorney in relation to this Agreement or as an inducement for award of this Agreement.
 - 9.6 Malpractice Insurance Coverage. At all times during the term of this Agreement, the Attorney shall maintain, at his/her sole expense, malpractice insurance coverage for the Attorney, its employees, officers and independent contractors.
10. **Independent Contractor:** It is understood and agreed that the relationship of Attorney to the Court is and shall continue to be that of an independent contractor and neither Attorney nor any of Attorney's employees shall be entitled to receive County employee benefits. As an independent contractor, Attorney agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the County. Attorney agrees that neither Attorney nor its employees, staff or subcontractors shall represent themselves as employees or agents of the Court. Attorney hereby represents that Attorney's valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) has been provided to the Chief Judge's office.
11. **Indemnification:** Attorney agrees to indemnify and hold harmless the Court and DuPage County, its members, trustees, employees, agents, officers and officials, from and against any

and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of Attorney or its employees or its subcontractors under this Agreement. This includes, but is not limited to, the unauthorized use of any trade secrets, U.S. patent or copyright infringement. The indemnities set forth herein shall survive the expiration or termination of this Agreement. Notwithstanding the foregoing, the Attorney and Court shall not be deemed to have waived any rights, protections or immunities provided by law including, without limitation, those immunities provided under 745 ILCS 5/0.01, et. seq. (State Lawsuit Immunity Act) and 745 ILCS 10/1-101, et. seq. (Local Government and Governmental Employees Tort Immunity Act).

12. **Notices:** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally; (ii) sent by confirmed telex or facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

IF TO THE COURT: Eighteenth Judicial Circuit Court of Du Page County
505 North County Farm Road Room 2015
Wheaton, IL 60187
Attn: Suzanne Armstrong, Court Administrator

IF TO THE ATTORNEY: Anderson Attorney & Advisors, LLC
Audriana T. Anderson
2150 Manchester Road, Suite 101
Wheaton, IL 60187


13. **Entire Agreement and Amendment:** This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement is of no force or effect.
14. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles.
15. **Waiver:** No delay or omission by the Court to exercise any right hereunder shall be construed as a waiver of any such right and the Court reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

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EIGHTEENTH JUDICIAL CIRCUIT
COURT

ATTORNEY

By: 
Chief Judge

Date: 9-27-2024

By: 

Date: Sept 23rd, 2024

AM 5/5



Required Vendor Ethics Disclosure Statement

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

Date: Sept 23rd, 2024

Bid/Contract/PO #:

Company Name: <u>Anderson Attorney's Advisors</u>	Company Contact: <u>Audriana Anderson</u>
Contact Phone: <u>630-897-5800</u>	Contact Email: <u>audriana@andersonad.com</u>

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

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

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

[Redacted Signature]

Printed Name

Audriana Anderson

Title

Director of Law Practice

Date

Sept 23rd, 2024

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



Finance Resolution

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

File #: FI-R-0182-24

Agenda Date: 10/15/2024

Agenda #: 7.A.

ACCEPTANCE OF AN EXTENSION OF TIME
FOR THE ILLINOIS COURT COMMISSION ON ACCESS TO JUSTICE GRANT PY24
COMPANY 5000 - ACCOUNTING UNIT 5925

(Under the administrative direction of
the DuPage County 18th Judicial Circuit Court)

WHEREAS, the County of DuPage, heretofore accepted and appropriated through the DuPage County 18th Judicial Circuit Court for the Illinois Court Commission on Access to Justice Grant PY24, Company 5000 - Accounting Unit 5925, pursuant to Resolution FI-R-00181-23 for the period August 1, 2023 through July 31, 2024; and

WHEREAS, the County of DuPage, through the DuPage County 18th Judicial Circuit Court, has been notified by the Administrative Office of the Illinois Court (AOIC) with grant extension letter (Attachment I) that the grant may be extended to July 30, 2025.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the expiration date of this grant be extended until July 30, 2025.

Enacted and approved this 22nd day of October, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



222 N. LaSalle St.
Floor 13
Chicago, IL 60601

7/23/2024

Kathy Willis
Eighteenth Judicial Circuit
DuPage County Courthouse
505 N. County Farm Rd.
Wheaton, IL 60187

Re: ATJ Improvement Grant Funds

Dear Ms. Willis:

You were awarded ATJ Improvement grant funds for the grant cycle of August 1, 2023 to July 31, 2024. You indicated that you anticipate you will have some unspent funds from that award after July 31. You have requested permission to utilize those funds beyond the grant year.

You are granted permission to use those funds beyond July 31, 2024 on access to justice related services that align with the signed Grant Agreement for the original grant period. Feel free to use the funds to continue to meet the improving accessing to justice in your Judicial Circuit.

Thank you for your dedication to access to justice in your area.

Sincerely,

Signature on file

Jill E. Roberts
Deputy Director
Access to Justice Division
312-793-2305
jroberts@illinoiscourts.gov





Finance Resolution

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

File #: FI-R-0183-24

Agenda Date: 10/15/2024

Agenda #: 7.B.

ACCEPTANCE AND APPROPRIATION OF THE
U.S. DEPARTMENT OF JUSTICE - BUREAU OF JUSTICE ASSISTANCE
PY24 DNA CAPACITY ENHANCEMENT
FOR BACKLOG REDUCTION PROGRAM GRANT
AWARD NO. 15PBJA-24-GG-02658-DNAX
COMPANY 5000 - ACCOUNTING UNIT 4510
\$339,842

(Under the administrative direction of the
DuPage County Sheriff's Office)

WHEREAS, the County of DuPage, through the DuPage County Sheriff's Office, has been notified by the U.S. Department of Justice - Bureau of Justice Assistance that grant funds in the amount of \$339,842 (THREE HUNDRED THIRTY-NINE THOUSAND, EIGHT HUNDRED FORTY-TWO AND NO/100 DOLLARS) are available to help reduce the number of forensic DNA samples awaiting analysis by increasing the capacity of the laboratory in the DuPage County Sheriff's Office; and

WHEREAS, to receive said grant funds, the County of DuPage, through the DuPage County Sheriff's Office, must enter into Grant Award No. 15PBJA-24-GG-02658-DNAX with the U.S. Department of Justice - Bureau of Justice Assistance, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the term of the grant award is from October 1, 2024 through September 30, 2026; and

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

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

WHEREAS, the County Board finds that the need to appropriate said grant funds creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Grant Award No. 15PBJA-24-GG-02658-DNAX (ATTACHMENT II) between DuPage County and the U.S. Department of Justice - Bureau of Justice Assistance be and is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$339,842 (THREE HUNDRED THIRTY-NINE THOUSAND, EIGHT HUNDRED FORTY-TWO AND NO/100 DOLLARS) be made to establish PY24 DNA Capacity Enhancement for Backlog Reduction Program Grant, Company 5000 - Accounting Unit 4510, for the period October 1, 2024, through September 30, 2026; and

BE IT FURTHER RESOLVED by the DuPage County Board that the DuPage County Sheriff's Office is authorized to sign Grant Award No. 15PBJA-24-GG-02658-DNAX as the Authorized Representative; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Judicial and Public Safety Committee shall review the need for continuing the specified program and associated headcount; and

BE IT FURTHER RESOLVED that should the Judicial and Public Safety Committee determine the need for other funding is appropriate, it may recommend action to the County Board by resolution.

Enacted and approved this 22nd day of October, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH THE
U.S. DEPARTMENT OF JUSTICE - BUREAU OF JUSTICE ASSISTANCE
PY24 DNA CAPACITY ENHANCEMENT
FOR BACKLOG REDUCTION PROGRAM GRANT
AWARD NO. 15PBJA-24-GG-02658-DNAX
COMPANY 5000 - ACCOUNTING UNIT 4510
\$339,842

REVENUE

41000-0004 - Federal Operating Grant - DOJ \$ 339,842

TOTAL ANTICIPATED REVENUE \$ 339,842

EXPENDITURES

PERSONNEL

50010-0000 - Overtime \$ 10,530

51010-0000 - Employer Share I.M.R.F. 1,010

51030-0000 - Employer Share Social Security 811

TOTAL PERSONNEL \$ 12,351

COMMODITIES

52000-0000 - Furn/Mach/Equip Small Value \$ 15,700

52200-0000 - Operating Supplies & Materials 42,784

TOTAL COMMODITIES \$ 58,484

CONTRACTUAL

53090-0000 - Other Professional Services \$ 30,000

53510-0000 - Travel Expense 10,035

53610-0000 - Instruction & Schooling 4,465

53806-0000 - Software Licenses 40,780

TOTAL CONTRACTUAL \$ 85,280

CAPITAL

54110-0000 - Equipment And Machinery \$ 183,727

TOTAL CAPITAL \$ 183,727

TOTAL ADDITIONAL APPROPRIATION \$ 339,842



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:		COUNTY OF DUPAGE 421 N COUNTY FARM RD
City, State and Zip:		WHEATON, IL 60187
Recipient UEI:		W7KRN7E54898
Project Title: FY2024 DNA Capacity Enhancement for Backlog Reduction (CEBR) Program - DuPage County Forensic Science Center		Award Number: 15PBJA-24-GG-02658-DNAX
Solicitation Title: BJA FY24 Formula DNA Capacity Enhancement for Backlog Reduction (CEBR) Program		
Federal Award Amount: \$339,842.00		Federal Award Date: 9/25/24
Awarding Agency:		Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:		Grant
Opportunity Category: D		
Assistance Listing: 16.036 - Comprehensive Forensic DNA Analysis Grant Program		
Project Period Start Date: 10/1/24		Project Period End Date: 9/30/26
Budget Period Start Date: 10/1/24		Budget Period End Date: 9/30/26
Project Description:		
<p>The DuPage County Forensic Science Center (DCFSC) is a forensic science laboratory that analyzes evidence items from approximately 40 law enforcement agencies within DuPage County, Illinois. The DNA Section is a National DNA Index System (NDIS) participating laboratory and offers DNA analysis of casework samples utilizing short tandem repeats (STRs) and short tandem repeat on the Y-chromosome (Y-STRs). The DCFSC has identified challenges in their pursuit to process casework samples for entry into the Combined DNA Index System (CODIS) with a reasonable turnaround time. In order to ensure sustainability of capacity, it is necessary to replace aging equipment and provide supplies to enable analysis of both violent and non-violent cases. Another challenge is keeping the lab adequately staffed. The analysis of casework data, preparing case notes and reports, and technically reviewing completed casework takes a large amount of time. The DCFSC technical leader is currently training two DNA trainees, with the training program expected to continue through the middle of 2025. Although the new analysts will be able to increase the lab's productivity after that time, in the interim the training program prevents the technical leader from completing casework at her previous level, and the turn-around time and backlog has been impacted adversely. Grant funding can address these challenges and will reduce or eliminate their negative impact on backlog and turnaround time.</p>		
<p>Updated equipment purchased with funds from this grant will include a SeqStudio Flex 8 capillary Genetic analyzer along with upgraded GMID-X genetic analysis software. It will be necessary to validate the system and compile the data for use with STRmix mixture interpretation software. The makers of STRmix will assist in this data analysis. In addition, the laboratory will replace aging thermomixers, uninterruptible power supplies, and a</p>		

digital camera.

A portion of the grant funds will pay for overtime for DNA analysts, to be used specifically during periods of increased submissions or decreased staffing, when it is necessary to prevent a backlog, or for violent rush cases. The capacity of the laboratory will be increased by grant funding of supplies needed for additional casework.

The grant will fund an external audit of the DNA section that will ensure the quality of work and will also enable the lab to comply with Quality Assurance Standards (QAS) requirements. Grant funded continuing education will improve the analysts' scientific expertise and also enable the laboratory to comply with QAS requirements.

Award Letter

September 25, 2024

Dear James Mendrick,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by COUNTY OF DUPAGE for an award under the funding opportunity entitled 2024 BJA FY24 Formula DNA Capacity Enhancement for Backlog Reduction (CEBR) Program. The approved award amount is \$339,842.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen

Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@oip.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Programmatic Environmental Assessment (EA)

NEPA Letter

The activities the recipient has proposed to conduct under this award fall within the scope of a Programmatic EA that complies with the NEPA. These activities have been determined not to have a significant impact on the quality of the human environment.

Throughout the term of this award, the recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award. Further, the recipient agrees that for any activity that to be funded under this award, it will inform OJP of-- (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until OJP, with the assistance of the recipient, has determined whether the proposed change or new activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an OJP-conducted environmental impact review process.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

COUNTY OF DUPAGE

UEI W7KRN7E54898	
Street 1 421 N COUNTY FARM RD	Street 2
City WHEATON	State/U.S. Territory Illinois
Zip/Postal Code 60187	Country United States
County/Parish	Province
Award Details	
Federal Award Date 9/25/24	Award Type Initial
Award Number 15PBJA-24-GG-02658-DNAX	Supplement Number 00
Federal Award Amount \$339,842.00	Funding Instrument Type Grant
Assistance Listing Number	Assistance Listings Program Title
16.036	Comprehensive Forensic DNA Analysis Grant Program
Statutory Authority	
Department of Justice Appropriations Act, 2024 (Pub. L. No. 118-42, 138 Stat. 25, 147)	
[] I have read and understand the information presented in this section of the Federal Award Instrument.	
Project Information	
This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.	
Solicitation Title 2024 BJA FY24 Formula DNA Capacity Enhancement for Backlog Reduction (CEBR) Program	Awarding Agency OJP
Application Number GRANT14118559	Program Office BJA

Grant Manager Name

Caroline Shriver

Phone Number

[202-598-9321](tel:202-598-9321)

E-mail Address

Caroline.Shriver@usdoj.gov

Project Title

FY2024 DNA Capacity Enhancement for Backlog Reduction (CEBR) Program - DuPage County Forensic Science Center

Performance Period Start**Date**

10/01/2024

Performance Period End Date

09/30/2026

Budget Period Start Date

10/01/2024

Budget Period End Date

09/30/2026

Project Description

The DuPage County Forensic Science Center (DCFSC) is a forensic science laboratory that analyzes evidence items from approximately 40 law enforcement agencies within DuPage County, Illinois. The DNA Section is a National DNA Index System (NDIS) participating laboratory and offers DNA analysis of casework samples utilizing short tandem repeats (STRs) and short tandem repeat on the Y-chromosome (Y-STRs). The DCFSC has identified challenges in their pursuit to process casework samples for entry into the Combined DNA Index System (CODIS) with a reasonable turnaround time. In order to ensure sustainability of capacity, it is necessary to replace aging equipment and provide supplies to enable analysis of both violent and non-violent cases. Another challenge is keeping the lab adequately staffed. The analysis of casework data, preparing case notes and reports, and technically reviewing completed casework takes a large amount of time. The DCFSC technical leader is currently training two DNA trainees, with the training program expected to continue through the middle of 2025. Although the new analysts will be able to increase the lab's productivity after that time, in the interim the training program prevents the technical leader from completing casework at her previous level, and the turn-around time and backlog has been impacted adversely. Grant funding can address these challenges and will reduce or eliminate their negative impact on backlog and turnaround time.

Updated equipment purchased with funds from this grant will include a SeqStudio Flex 8 capillary Genetic analyzer along with upgraded GMID-X genetic analysis software. It will be necessary to validate the system and compile the data for use with STRmix mixture interpretation software. The makers of STRmix will assist in this data analysis. In addition, the laboratory will replace aging thermomixers, uninterruptible power supplies, and a digital camera.

A portion of the grant funds will pay for overtime for DNA analysts, to be used specifically during periods of increased submissions or decreased staffing, when it is necessary to prevent a backlog, or for violent rush cases. The capacity of the laboratory will be increased by grant funding of supplies needed for additional casework.

The grant will fund an external audit of the DNA section that will ensure the quality of work and will also enable the lab to comply with Quality Assurance Standards (QAS) requirements. Grant funded continuing education will improve the analysts' scientific expertise and also enable the laboratory to comply with QAS requirements.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

3

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and

incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

4

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

5

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

6

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other

person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

7

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste,

fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

34

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

35

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

36

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

37

The recipient agrees to submit to BJA for review and approval any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) that will be developed and published under this award at least thirty (30) working days prior to the targeted dissemination date. The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities. Any products developed under this award, (with the exception of press releases, web sites, and mobile applications), shall contain the following statements: "This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." (Note: A separate disclaimer has been developed and is required for web sites and mobile applications. No disclaimer is required for press releases.)

38

The recipient shall transmit to the BJA grant manager copies of all official award-related press releases at least ten (10) working days prior to public release. Advance notice permits time for coordination of release of information by BJA where appropriate and to respond to press or public inquiries.

39

The recipient agrees to budget funds for up to three staff representatives to attend one two-day national meeting in Washington, D.C. each year for the life of the grant. In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.

40

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

41

The Project Director and/or any other key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved by OJP, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. Changes in program personnel, other than key personnel, require only notification to OJP and submission of resumes, unless otherwise designated in the award document.

42

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

43

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

44

Privacy; quality assurance; CODIS/NDIS The recipient shall ensure that each DNA analysis conducted and DNA profile generated under this award is maintained pursuant to all applicable Federal privacy requirements, including those described in 34 U.S.C. section 12592(b)(3). The recipient shall ensure that all forensic DNA analyses conducted with funding under this award are performed either (1) by accredited government-owned laboratories, or (2) through accredited fee-for-service vendors. Accreditation must be by a nonprofit professional association of persons actively involved in forensic science that is nationally recognized within the forensic science community. The recipient shall ensure that any laboratory that conducts forensic DNA analyses under this award undergoes external audits, not less than once every two years, that demonstrate compliance with the Quality Assurance Standards for Forensic DNA Testing Laboratories established by the Director of the Federal Bureau of Investigation. The recipient shall ensure that all eligible forensic DNA profiles obtained with funding under this award will be entered into the Combined DNA Index System (CODIS), and, where applicable, uploaded to the National DNA Index System (NDIS). No profiles generated with funding from this award may be entered into any non-governmental database without prior express written approval from BJA. If any government-owned forensic laboratory that will receive funding under this award to conduct forensic DNA analyses is not a member of NDIS, the laboratory must have a written agreement in place with an NDIS-participating laboratory for the resulting eligible forensic DNA profiles to be entered into CODIS, and, where applicable, uploaded into NDIS. If the recipient operates a state-designated DNA database laboratory, the recipient shall ensure that analyses of DNA database samples and reviews of associated DNA profiles conducted with funding under this award are performed by a laboratory that (1) is accredited by a nonprofit professional association of persons actively involved in forensic science that is nationally recognized within the forensic science community; and (2) undergoes external audits, not less than once every two years, that demonstrate compliance with the requirements of the Quality Assurance Standards for DNA Databasing Laboratories established by the Director of the Federal Bureau of Investigation. The recipient shall ensure that any DNA analyzed with funding under this award are analyzed using commercially available PCR kits accepted by NDIS. The recipient shall also ensure that all DNA profiles obtained from DNA database samples with funding from this award are entered into CODIS within a reasonable timeframe of completion of analysis and uploaded into NDIS. The recipient agrees to notify BJA promptly upon any change in the accreditation status of any of the forensic science laboratories that receive funding under this award, or their participation in NDIS.

45

No research; nonsupplanting of State or local government funds The recipient shall ensure that none of the funds provided under this award are used for research or statistical projects or activities as defined by 28 CFR Part 22 or for research as defined by 28 CFR Part 46. Any questions concerning this provision should be directed to the BJA grant manager for the award. The recipient shall ensure that Federal funds made available through this award will not supplant State or local government funds, but instead will be used to increase the amount of funds that would, in the absence of Federal funds, be available from State or local government sources for activities funded through this award. The recipient agrees to notify BJA promptly if the recipient receives new State or local government funding for any of the purposes included in the approved application for this award.

46

The recipient agrees to notify BJA promptly upon any significant reduction in the recipient's estimate of the number of backlogged forensic DNA cases that will be analyzed within twenty-four months using the funds provided under this award above and beyond those that will be analyzed using funds from other sources. If applicable, the recipient agrees to notify BJA promptly upon any significant reduction in the recipient's estimate of the number of DNA database samples that will be analyzed, or associated DNA profiles reviewed, within twenty-four months using the funds provided under this award, above and beyond those that can be analyzed or reviewed using funds from other sources.

47

The recipient understands and agrees that gross income (revenues) from fees charged for DNA testing services constitutes program income (in whole or in part), and that program income must be determined, used, and documented in accordance with the provisions of 2 C.F.R. 200.307, including as applied to the BJA DNA Capacity Enhancement for Backlog Reduction Program (also known as the DNA "CEBR" program) by the Department of Justice (DOJ) Grants Financial Guide, as it may be revised from time to time. The recipient further understands and agrees that both

program income earned during the award period and expenditures of such program income must be reported on the quarterly and final Federal Financial Reports (SF 425) and are subject to audit. The recipient understands and agrees that program income earned during the award period only may be expended only for permissible uses of funds specifically identified in the solicitation for the BJA DNA Capacity Enhancement for Backlog Reduction Program. The recipient further understands and agrees that program income earned during the award period may not be used to supplant State or local government funds, but instead may be used only to increase the amount of funds that would, in the absence of Federal funds or program income, be available from State or local government sources for the permissible uses of funds listed in the program solicitation. The recipient understands and agrees that program income that is earned during the final one hundred and twenty (120) days of the award period may, if appropriate, be obligated (as well as expended) for permissible uses during the one hundred and twenty-day (120-day) period following the end of the award period. The recipient further understands and agrees that any program income earned during the award period that is not obligated and expended within one hundred and twenty (120) days of the end of the award period must be returned to OJP.

48

The recipient understands and agrees that, throughout the award period, it must promptly notify BJA if it either starts or stops charging fees for DNA testing services, or if it revises its method of allocating fees received for DNA testing services to program income. Notice must be provided in writing to BJA grant manager for the award within ten (10) business days of implementation of the change.

49

Semiannual progress report narratives The recipient agrees that its semiannual progress report narratives will include the following: (1) a summary of project goals for the award; (2) the award activities performed during the reporting period; (3) the effects of such award activities toward achieving each project goal for the award; (4) a description of any observed increases in evidence submissions; and (5) a description of any issues that may negatively impact project goals for the award.

50

Final progress report. The recipient agrees to submit a final report at the end of this award, documenting all relevant project activities during the entire period of performance under this award. This report will include the following: a summary and assessment of the program carried out with the award, which shall include a comparison of pre-award and post-award DNA-forensic capacity and take into account cumulative performance measurement data. The final report is due no later than 120 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.

51

Performance measurement information and data reporting. The award recipient agrees to report quarterly, semi-annual and final report performance measurement information and data, along with supporting documentation, according to the instructions specified in the BJA DNA Capacity Enhancement for Backlog Reduction Program and at <https://ojpsso.ojp.gov> (the performance measurement internet site), or any superseding guidance communicated by OJP. These performance measurement information and data will be submitted to the Office of Justice Programs, on-line through the Internet at <https://ojpsso.ojp.gov/>. Reported information and data should be complete, accurate, and timely. For the purposes of performance measurement data reporting, a backlogged forensic biology/DNA case is defined as a forensic biology/DNA case that has not been completed within 30 days of receipt in the laboratory; a backlogged DNA database sample is defined as a DNA database sample that has not been completed within 30 days of receipt in the laboratory. If the recipient uses award funds for procurement contracts to private accredited DNA laboratories for analysis of forensic DNA casework samples or DNA database samples, the recipient agrees to take any necessary steps to ensure that reports of such procurement contract expenditures (with respect to the recipient and any subrecipient) are fully supportable by documentation and consistent with expenditures as reported on quarterly financial status reports the recipient submits to OJP. The recipient shall ensure that all required performance measurement information and data are collected throughout the award period.

52

Recipient may not expend or drawdown more than 10% of the award funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued

an Award Condition Modification (ACM) informing the recipient of the approval. Obligations, expenditures, and drawdowns prior to the ACM are made at the recipient's risk and may be disallowed if not in compliance with program requirements or approved budget.

53

The recipient is authorized to incur obligations, expend, and draw down funds in an amount not to exceed 25% of the total amount of the award. None of these funds may be used to acquire chemicals, or implement a project involving the use of chemicals such as testing of evidence, or implement a major renovation or construction project, while this condition remains on the award. The recipient is not authorized to incur any additional obligations, or make any additional expenditures or drawdowns until the program office has verified that the recipient has submitted all necessary documentation required to comply with Department of Justice Environmental Impact Review Procedures found at 28 CFR Part 61, Appendix D, OJP has reviewed and approved the documentation, and an Award Condition Modification (ACM) has been issued removing this condition.

54

The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award. Environmental Assessment (EA): The activities the recipient has proposed to conduct under this award fall within the scope of a BJA Programmatic EA that complies with the National Environmental Policy Act (NEPA). These activities have been determined not to have a significant impact on the quality of the human environment.

Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed EA, it will inform BJA of-- (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until BJA, with the assistance of the recipient, has determined whether the proposed change or new activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under a BJA-conducted environmental impact review process.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand

that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Assistant Attorney General	Brent J. Cohen	9/22/24 1:42 PM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official
Sheriff

Signed Date And Time



Budget Transfer

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

File #: 24-2722

Agenda Date: 10/15/2024

Agenda #: 8.A.

DuPage County, Illinois
BUDGET ADJUSTMENT
 Effective January 22, 2024

From: 1000
 Company #

SHERIFF ADMINISTRATION
 From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
4400	52320	0000	MEDICAL/DENTAL/LAB SUPPLIES	\$ 60,000.00	240,707.46	180,707.46	9/26/24	1000-9100
Total				\$ 60,000.00				

To: 1000
 Company #

RADIO DISPATCH
 To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
4401	54020	0000	BUILDING CONSTRUCTION	\$ 60,000.00	0.95	60,000.95	9/26/24	1000-9100
Total				\$ 60,000.00				

Reason for Request:

Transfer necessary for replacement of shelter at Hidden Lakes radio tower

Signature on file

Department Head

Chief Financial Officer

9/26/2024
 Date
 9/30/24
 Date

Activity _____
 (optional)

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

Finance Department Use Only			
Fiscal Year <u>24</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

JPS - 10/15/24
 FIN/CB - 10/22/24



Budget Transfer

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

File #: 24-2737

Agenda Date: 10/15/2024

Agenda #: 8.B.

**DuPage County, Illinois
BUDGET ADJUSTMENT
Effective January 22, 2024**

From: 1000
Company #

SHERIFF ADMINISTRATION
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
4400	53807	0000	SUBSCRIPTION IT ARRANGEMENTS	\$ 94,000.00	701,971.27	607,971.27	10/7/24	1000-9100
Total				\$ 94,000.00				

To: 1000
Company #

SHERIFF ADMINISTRATION
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
4400	54100	0000	IT EQUIPMENT	\$ 94,000.00	15,106.00	109,106.00	10/7/24	1000-9100
Total				\$ 94,000.00				

Reason for Request:

Transfer necessary for secure evidence lockers for the Sheriff's Office

Signature on file

Department Head

Chief Financial Officer

Activity

(optional)

Date 10/7/2024
10/8/24

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

Finance Department Use Only			
Fiscal Year <u>24</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

JPS - 10/15/24
FIN/CB - 10/22/24



Judicial/Public Safety Change Order with Resolution

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

File #: JPS-CO-0010-24

Agenda Date: 10/15/2024

Agenda #: 9.A.

AMENDMENT TO COUNTY CONTRACT 6662-0001-SERV
ISSUED TO AXON ENTERPRISE, INC.
FOR FLEET 3 SYSTEM
FOR THE SHERIFF'S OFFICE
(INCREASE ENCUMBRANCE \$144,049.80, 10.45%)

WHEREAS, County Contract 6662-0001-SERV was approved by the County Board on October 10, 2023; and

WHEREAS, the Judicial and Public Safety Committee recommends changes as stated in the Change Order Notice to County Contract 6662-0001-SERV, issued to Axon Enterprise, Inc., for Fleet 3 System, for the Sheriff's Office, to add 10 additional Fleet Units and increase the contract by \$144,049.80 resulting in an amended contract total of \$1,522,385.80, an increase of 10.45%.

NOW, THEREFORE, BE IT RESOLVED, that the County Board adopt the Change Order Notice to County Contract 6662-0001-SERV, issued to Axon Enterprise, Inc., for Fleet 3 System for the Sheriff's Office, to add 10 additional Fleet Units and increase the contract by \$144,049.80, resulting in an amended contract total of \$1,522,385.80, an increase of 10.45%.

Enacted and approved this 22nd day of October, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 2, 2024

MinuteTraq (IQM2) ID #: JPS-CO-0010-24

Purchase Order #: 6662-1-SERV	Original Purchase Order Date: Feb 1, 2024	Change Order #: 2	Department: Sheriff's Office
Vendor Name: Axon Enterprise Inc		Vendor #: 26601	Dept Contact: Colleen Zbilski
Background and/or Reason for Change Order Request:	Add 10 fleet units and increase line 1 by \$20,578.53 and lines 2, 3 and 4 each by \$41,157.09. New contract total \$1,522,385.80.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

☒ (A) Were not reasonably foreseeable at the time the contract was signed.

☐ (B) The change is germane to the original contract as signed.

☐ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$1,515,000.00
B	Net \$ change for previous Change Orders	(\$136,664.00)
C	Current contract amount (A + B)	\$1,378,336.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$144,049.80
E	New contract amount (C + D)	\$1,522,385.80
F	Percent of current contract value this Change Order represents (D / C)	10.45%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.49%

DECISION MEMO NOT REQUIRED

- ☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☐ Consent Only
- ☐ Change budget code from: _____ to: _____
- ☐ Increase/Decrease quantity from: _____ to: _____
- ☐ Price shows: _____ should be: _____
- ☐ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

DECISION MEMO REQUIRED

- ☐ Increase (greater than 29 days) contract expiration from: _____ to: _____
- ☒ Increase \geq \$2,500.00, or \geq 10%, of current contract amount ☐ Funding Source _____
- ☐ OTHER - explain below:

CZ	2122	Oct 2, 2024	CZ	2122	Oct 2, 2024
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer		Date	Procurement Officer		Date
Chief Financial Officer (Decision Memos Over \$25,000)		Date	Chairman's Office (Decision Memos Over \$25,000)		Date



Decision Memo

Procurement Services Division

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

Date: Oct 2, 2024

File ID #: JPS-CO-0010-24

Purchase Order #: 6662-1-SERV

Requesting Department: Sheriff's Office	Department Contact: Dan Bilodeau
Contact Email: Dan.bilodeau@dupagesheriff.org	Contact Phone: 630-407-2402
Vendor Name: Axon Enterprise Ince	Vendor #:

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

Adding an addition 10 Fleet Units for an overall contract total of 98 units. This will replace the remaining WatchGuard units and will have the entire fleet on Axon

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

This will replace the remaining WatchGuard units and will have the entire fleet on Axon. This will allow for all evidence collection to be compiled on evidence.com

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

Currently an existing contract with Axon and this is adding 10 cameras to the initial contract

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

If we remain with WatchGuard we have bifurcated evidence collection and 2 systems to maintain. This allows us to have all mobile cameras on Axon.

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.

FY24 \$20,578.53, FY25 \$41,157.09, FY26 \$41,157.09, FY27 \$41,157.09. For a total increase of \$144,049.80. This will be added to PO 6662 and will be budgeted for in the annual Sheriff's Office request.